



# CITY OF GRAND RAPIDS

## Meeting Agenda Full Detail City Council

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Wednesday, December 20, 2017

4:00 PM

City Hall Council Chambers

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### Special Meeting

**4:00 PM CALL TO ORDER:** Pursuant to due notice and call thereof a Special Meeting of the Grand Rapids City Council will be held on Wednesday, December 20, 2017 at 4:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

#### CALL OF ROLL

#### MEETING PROTOCOL POLICY

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

#### 4:02 PM APPROVAL OF MINUTES

17-0948 Consider approving Council minutes for Monday, December 11, 2017 Worksession & Regular meetings.

**Attachments:** [December 11, 2017 Worksession.pdf](#)  
[December 11, 2017 Regular Meeting.pdf](#)

#### 4:03 PM 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. 17-0800 Consider approving the Workers Compensation coverage through Berkley Administration.

2. 17-0926 Consider adopting a resolution and entering into an agreement with the State of Minnesota for management of federally funded projects.

**Attachments:** [DCP agreement 1029952\\_010817](#)  
[RES Transportation Projects-Federal Aid Funds.pdf](#)

3. 17-0941 Consider adopting a resolution accepting donations to the Miner's Multi-Use Pavilion.

**Attachments:** [IRA MUP Donations.pdf](#)

4. [17-0942](#) Consider entering into an agreement with an area business for advertising at the IRA Civic Center.

**Attachments:** [Allstate-2018-partially signed](#)

5. [17-0944](#) Consider adopting a resolution establishing 2018 compensation for City of Grand Rapids Exempt & Non-Exempt Non-Represented Employees.

**Attachments:** [2018 Non-Represented Pay Increases](#)  
[2018 Compensation Resolution.pdf](#)

6. [17-0954](#) Consider accepting the resignation from Will Richter, Firefighter

7. [17-0955](#) Consider authorizing City staff to begin the process of advertising and establishing a new eligibility list for Firefighter.

8. [17-0956](#) Consider eliminating the City Wellness Program.

9. [17-0958](#) Consider an amendment to the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP).

10. [17-0959](#) Consider approving CORRECTED Operating Engineers Local #49 Health and Welfare Fund Bargaining Participation Agreement for Non-Bargaining Employees.

**Attachments:** [Operating Engineers Local #49 Health and Welfare Fund Public Sector Employee](#)

11. [17-0960](#) Consider approving the Official 2018 City Calendar

**Attachments:** [2018 Calendar 8 5x11.pdf](#)

12. [17-0961](#) Consider authorizing the Mayor to execute the Paying Agent/Bond Registrar Agreement with US Bank National Association for General Obligation Refunding Bonds, Series 2017B.

**Attachments:** [Paying Agent Registrar Agrmt.pdf](#)

**4:04 SETTING OF REGULAR AGENDA  
PM**

*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.*

**4:05 ACKNOWLEDGE BOARDS & COMMISSIONS  
PM**

13. [17-0949](#) Acknowledge approved minutes for Boards & Commissions.

**Attachments:** [November 6, 2017 Special PUC meeting.pdf](#)  
[November 15, 2017 Special PUC meeting.pdf](#)  
[November 22, 2017 PUC meeting.pdf](#)  
[November 22, 2017 Special PUC meeting.pdf](#)

**4:06 COMMUNITY DEVELOPMENT  
PM**

14. [17-0953](#) Review and consider approval of a Memorandum of Understanding with Independent School District #318 (ISD).  
**Attachments:** [Memorandum of Understanding \(final\).pdf](#)

**4:10 ADMINISTRATION DEPARTMENT  
PM**

15. [17-0904](#) Consider amended Employment Agreement for Bob Cahill, Director of Golf.  
**Attachments:** [Proposed Cahill Employment Agreement 2018.docx](#)
16. [17-0937](#) Consider making appointments to Boards & Commissions, term to begin January 1, 2018.
17. [17-0946](#) Consider approving the 2018-2019 Public Works Bargaining Agreement.  
**Attachments:** [FINAL 2018-2019 Public Works CBA \(ready for signing\)](#)  
[2018-2019 PW WAGE SCHEDULE](#)
18. [17-0947](#) Consider approving the 2018-2019 Library Union Bargaining Agreement.
19. [17-0951](#) Consider adjustment to Phased Retirement Agreement for Facilities Maintenance employee Ronald Edminster.
20. [17-0952](#) Consider Amendment to Employment Contract Agreement for City Administrator Tom Pagel.  
**Attachments:** [Pagel Employment Agreement Amendment 2017](#)

**VERIFIED CLAIMS**

21. [17-0957](#) Consider approving the verified claims for the period December 5, 2017 to December 13, 2017 in the total amount of \$254,268.50.  
**Attachments:** [COUNCIL BILL LIST 12-20-17.pdf](#)

**4:45 ADJOURNMENT  
PM**

*Attest: Kimberly Gibeau, City Clerk*





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 17-0948      **Version:** 1      **Name:** Council minutes  
**Type:** Agenda Item      **Status:** Approval of Minutes  
**File created:** 12/14/2017      **In control:** City Council  
**On agenda:** 12/20/2017      **Final action:**  
**Title:** Consider approving Council minutes for Monday, December 11, 2017 Worksession & Regular meetings.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [December 11, 2017 Worksession.pdf](#)  
[December 11, 2017 Regular Meeting.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving Council minutes for Monday, December 11, 2017 Worksession & Regular meetings.

**Background Information:**

Draft minutes are attached for review.

**Staff Recommendation:**

Review, make corrections and approve minutes.

**Requested City Council Action**

Make a motion to approve Council minutes for Monday, December 11, 2017 Worksession & Regular meetings.



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council Work Session

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Monday, December 11, 2017

Conference Room 2A

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**CALL TO ORDER:** Pursuant to due notice and call thereof a **Special Meeting/Worksession of the Grand Rapids City Council** was held on Monday, December 11, 2017 at 4:41 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 Bill Zeige, Councilor Rick Blake, and Councilor Tasha Connelly

**Others present:**

*Tom Pagel, Chad Sterle, Barb Baird, Dale Anderson, Jeff Davies, Matt Wegwerth, Marcia Anderson, Scott Johnson, Rob Mattei*

### Discussion Items

1. Review 2018 Proposed Budget

*Council discussed final recommended budget, projects for 2018 and 2019, and changes in staffing in various departments.*

#### **Received and Filed**

2. Review 5:00 PM Regular Meeting

*Reviewed items on regular meeting agenda. No changes noted.*

### ADJOURN

**There being no further business, the meeting adjourned at 5:05 PM.**

*Respectfully submitted:*

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council

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Monday, December 11, 2017

5:00 PM

City Hall Council Chambers

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**5:00 PM CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, December 11, 2017 at 5:08 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 Bill Zeige  
Councilor Rick Blake  
Councilor Tasha Connelly

### Others present:

*Tom Pagel, Chad Sterle, Lynn DeGrio, Lauren Van Den Heuvel, Marcia Anderson, Rob Mattei, Scott Johnson, Jeff Davies, Barb Baird, Dale Anderson*

### MEETING PROTOCOL POLICY

**5:02 PM PUBLIC FORUM**

*Jeff Davies, Director of Public Works, provided an update to the Council regarding the parking ordinance as it pertains to snow removal.*

**5:07 PM COUNCIL REPORTS**

*Councilor Christy advised that the RAMS meeting had been confirmed for January 10th, reminding Council members to RSVP to Clerk Gibeau if they plan to attend.*

*Councilor Connelly comments on the high level of community response in civic center expansion project survey.*

**5:10 PM APPROVAL OF MINUTES**

Consider approving Council minutes for Monday, December 4, 2017 Worksession & Regular meetings.

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

**5:11 VERIFIED CLAIMS**  
**PM**

Consider approving the verified claims for the period November 28, 2017 to December 4, 2017 in the total amount of \$417,065.61.

**A motion was made by Councilor Christy, seconded by Councilor Connelly, to approve the verified claims as submitted. The motion carried by the following vote.**

**Aye** 5 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake  
Councilor Tasha Connelly

**5:12 CONSENT AGENDA**  
**PM**

1. Consider approving a resolution authorizing an operating transfer from the General Fund to the IRA Civic Center-Capital Projects Fund in the amount of \$280,000.  
**Adopted Resolution 17-114 by consent roll call**
2. Consider an offer to sell a portion of parcel 91-585-4104 to the State of Minnesota  
**Adopted Resolution 17-121 by consent roll call**
3. Consider adopting a resolution accepting the Feasibility Report for CP 2011-3, 2018 Northeast Improvements Project and call for a Public Hearing on Monday, January 22, 2018 at 5:30 pm in the Grand Rapids City Council Chambers.  
**Adopted Resolution 17-115 by consent roll call**
4. Consider passing the Resolution adopting the City of Grand Rapids' 2018-2020 Snow and Ice Control Policy.  
**Adopted Resolution 17-116 by consent roll call**
5. Consider approving 2018 Taxi license for Rapid Taxi.  
**Approved by consent roll call**
6. Consider entering into an agreement with an area business for advertising at the IRA Civic Center.  
**Approved by consent roll call**
7. Consider adopting a resolution accepting a donation of \$150.00 from Visit Grand Rapids to the Grand Rapids Police Reserve Program.  
**Adopted Resolution 17-117 by consent roll call**



8. Consider approving the continuation of general liability insurance through the League of Minnesota Cities Insurance Trust for calendar year 2018.  
**Approved by consent roll call**
9. Consider hiring new and returning seasonal and temporary employees for Park & Recreation / I.R.A. Civic Center  
**Approved by consent roll call**
10. Consider approving *Operating Engineers Local #49 Health and Welfare Fund Bargaining Private Sector Employer Participation Agreement for Non-Bargaining Employees.*  
**Approved by consent roll call**
11. Consider a motion to adopt a resolution approving a Grant Agreement with the Minnesota Department of Education, authorize the project to modify interior doors and meeting spaces, and accept the grant of up to \$12,050.  
**Adopted Resolution 17-118 by consent roll call**
12. Consider amending Personnel Policy 5.14 Medical Insurance.  
**Approved by consent roll call**
13. Consider adopting a resolution authorizing the City to make application to the Mn. Dept. of Iron Range Resources and Rehabilitation Downtown and Business Corridor grant program  
**Adopted 17-119 by consent roll call**
14. Consider entering into a MOU with the Itasca County Family YMCA forming a partnership to operate, manage, and supervise the Outdoor Courts at the Y.  
**Approved with correction to date by consent roll call**
15. Consider adopting a resolution authorizing the Itasca County Auditor to assess the delinquent Storm Water Utility charges to the property tax statement of delinquent property tax owners.  
*Correct year on MOU to 2018.*  
**Adopted Resolution 17-120 by consent roll call**

### **Approval of the Consent Agenda**

**A motion was made by Councilor Christy, seconded by Councilor Blake, to approve the Consent agenda as presented with noted correction to item #14. The motion carried by the following vote**

**Aye** 5 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake  
Councilor Tasha Connelly

**5:15 SETTING OF REGULAR AGENDA**  
**PM**

**A motion was made by Councilor Bill Zeige, seconded by Councilor Dale Christy, to approve the Regular agenda as presented. The motion PASSED by unanimous vote.**

**5:16 ACKNOWLEDGE BOARDS & COMMISSIONS**  
**PM**

16. Acknowledge 2017 minutes for GREDA and Planning Commission meetings.

*Acknowledge Board and Commission minutes as follows:*

*Grand Rapids EDA: January - October 2017*

*Planning Commission: January, April, May, June, August, September and October, 2017*

**Acknowledge Boards and Commissions**

**5:17 DEPARTMENT HEAD REPORT**  
**PM**

17. Civic Center, Parks & Recreation - Dale Anderson

*Dale Anderson reviewed the proposed Kid's Campus program at the IRA Civic Center, roof replacement in West venue, Miner's Pavilion is open, Thousand Lakes Bonspiel hosted in September, donated picnic tables by Boy Scouts and Mobility Mania, Park & Rec programs are maintaining good numbers. Also noted is a special event Open House for the Pavilion to thank sponsors and the community for support in February 2018.*

**Received and Filed**

**5:30 FINANCE DEPARTMENT**  
**PM**

18. Consider adopting a resolution awarding the sale of General Obligation Refunding Bonds, Series 2017B.

*Bid opening for bond sale took place in Roseville Minnesota on December 11, 2017. Rebecca Kurtz, Ehlers, reviews recommendations from previous meeting and the final results of bid opening.*

**A motion was made by Councilor Blake, seconded by Councilor Zeige, adopting Resolution 17-122, awarding the sale of General Obligation Refunding Bonds, Series 2017B. The motion carried by the following vote.**

**Aye** 5 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake  
Councilor Tasha Connelly

19. Consider approving resolutions adopting the following:  
\*2017 Tax Levy Payable 2018, the 2018 General Fund Revenue and Expenditure Budget,  
\*2018 Special Revenue Fund Budgets,  
\*2018 Enterprise Fund Budgets

**A motion was made by Councilor Zeige, seconded by Councilor Connelly, adopting Resolutions 17-123 through 17-136 as presented. The motion carried by the following vote.**

**Aye** 5 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake  
Councilor Tasha Connelly

**5:40 ADMINISTRATION DEPARTMENT  
PM**

20. Consider eliminating the Assistant Superintendent/Equipment Supervisor position at the Pokegama Golf Course.

**A motion was made by Mayor Dale Adams, seconded by Councilor Bill Zeige, eliminating the Asst. Superintendent/Equipment supervisor position at the golf course. The motion PASSED by unanimous vote.**

**ADJOURNMENT**

**A motion was made by Councilor Bill Zeige, seconded by Councilor Rick Blake to adjourn the meeting at 5:52 PM.**

*Respectfully submitted:*

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	17-0800	<b>Version:</b>	1	<b>Name:</b>	Consider approving the Workers Compensation coverage through Berkley Administration.
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	11/7/2017	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	12/20/2017	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Consider approving the Workers Compensation coverage through Berkley Administration.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>					

Date	Ver.	Action By	Action	Result
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Consider approving the Workers Compensation coverage through Berkley Administration.

**Background Information:**

We have received a quote of \$129,747.00 for our Workers Compensation coverage through Berkley Administrators for 2018. This is a \$16,778.00 price decrease from last years' rate.

Each year a rate is set by job classification. The rate changes do not mean that our City's actual premium will necessarily increase or decrease by these exact amounts. The actual premiums are also affected by changes in city expenditures, property values, payrolls, and other exposure methods, and also by changes in our experience rating. Berkley uses our actual claims for the three years preceding the present year (i.e. 2014, 2015, 2016) in figuring experience modification. This rate fluctuates based on claims made in previous years. The experience modification rate changed from .82 last year to .81 this year.

In the past few years we recommended not choosing the deductible option. In comparing the premium credit with the out-of-pocket deductible, it has been determined that it will continue to be more beneficial to not have a deductible. There is not an agent fee, since the Human Resources Director performs the functions of the insurance agent.

This is a budgeted expense in the 2018 budget.

**Staff Recommendation:**

Human Resources Director Lynn DeGrio is recommending the approval of the Workers Compensation coverage through Berkley Administrators for the 2018 plan year.

**Requested City Council Action**

Make a motion approving the Workers Compensation coverage through Berkley Administrators for the 2018 plan year at the proposed rate of \$129,747.00 and authorize payment of the premium.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0926      **Version:** 1      **Name:** State of MN DCP Agreement  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 12/8/2017      **In control:** City Council  
**On agenda:** 12/20/2017      **Final action:**  
**Title:** Consider adopting a resolution and entering into an agreement with the State of Minnesota for management of federally funded projects.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [DCP agreement 1029952 010817](#)  
[RES Transportation Projects-Federal Aid Funds.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution and entering into an agreement with the State of Minnesota for management of federally funded projects.

**Background Information:**

Attached is agreement no. 1029952 with the State of Minnesota which allows for MnDOT to act as the City's agent in accepting federal aid. This agreement is intended to cover all federally funded projects that the City is awarded funds for. This agreement supersedes the previous agreement that was executed in 2003.

**Staff Recommendation:**

City staff recommends approving a resolution and entering into an agreement with the State of Minnesota for management of federally funded projects

**Requested City Council Action**

A motion adopting a resolution and entering into an agreement with the State of Minnesota for management of federally funded projects



## STATE OF MINNESOTA

## AGENCY AGREEMENT

for

## FEDERAL PARTICIPATION IN CONSTRUCTION

This agreement is entered into by and between the City of Grand Rapids ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

**RECITALS**

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent in accepting federal funds on the Local Government's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration ("FHWA") federal funds, hereinafter referred to as the "Project(s)"; and
2. This agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
  - 2.1. The Catalog of Federal Domestic Assistance number or CFDA number is 20.205, and
  - 2.2. This agreement supersedes agreement number old (99894)
  - 2.3. This project is for construction not research and development.
  - 2.4. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

**AGREEMENT TERMS****1. Term of Agreement**

- 1.1. **Effective Date.** This agreement will be effective on the date the MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. Upon the effective date, this agreement will supersede agreement 99894.

**2. Local Government's Duties**

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds in its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website
- 2.2. **Staffing.**
  - 2.2.1. The Local Government will furnish and assign a publicly employed licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government, to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

- 2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).
- 2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.
- 2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.
- 2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all of the federal-aid provisions supplied by MnDOT.
- 2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders, and where the Local Government will receive the sealed bids.
- 2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.
- 2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.
- 2.3.6. The Local Government will receive and open bids.
- 2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder, or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises, the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.
- 2.3.8. The Local Government entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass through entity in accordance with applicable Federal awarding agency policy.
- 2.4. **Contract Administration.**
- 2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as provided in Section 18 of this agreement.

- 2.4.2. The Project(s) will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that were in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

## 2.5. Limitations.

- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. Nondiscrimination. It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial



assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. Utilities. The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities" which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

### 3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

#### 3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s), and for reimbursement of eligible costs pursuant to the terms of this agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The Local Government will make available all books, records, and documents pertaining to the work hereunder, for a minimum of six years following the closing of the construction contract.

### 4. Time

4.1. The Local Government must comply with all the time requirements described in this agreement. In the performance of this agreement, time is of the essence

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed after the end date will be eligible for federal funding.** Local Government must submit all contract close out paperwork to MnDOT, twenty four months prior to the end date.

### 5. Payment

5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or

expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.

- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
  - 5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.
  - 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
  - 5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
  - 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all the payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds
  - 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements including, but not limited to, 2 CFR Part 200 imposed by the Local Government's failure to comply with federal requirements. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

- 5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award within twenty four months of the end date of the period of performance for each project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.
6. **Conditions of Payment.** All services provided by Local Government under this agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.
7. **Authorized Representatives**
- 7.1. MnDOT's Authorized Representative is:
- Name: Mitchell Rasmussen, or his successor.
- Title: State Aid Engineer
- Phone: 651-366-4831
- Email: Mitch.rasmussen@state.mn.us
- MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.
- 7.2. The Local Government's Authorized Representative is:
- Name: Matt Wegwerth or his/her successor.
- Title: Grand Rapids City Engineer
- Phone: 218-326-7625
- Email: mwegwerth@ci.grand-rapids.mn.us
- If the Local Government's Authorized Representative changes at any time during this agreement, the Local Government will immediately notify MnDOT.
8. **Assignment Amendments, Waiver, and Agreement Complete**
- 8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 8.2. **Amendments.** Any amendments to this agreement 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 agreement, or their successors in office.
- 8.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 8.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

8.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

## 9. Liability and Claims

9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. The Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

## 10. Audits

10.1. Under Minn. Stat. § 16C.05, Subd.5, the Local Government's books, records, documents, and accounting procedures and practices of the Local Government, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this 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. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.

10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.475 will be used to determine whether costs are eligible for reimbursement under this agreement.

10.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

11. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Local Government or MnDOT.

12. **Workers Compensation.** The Local Government certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT 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 MnDOT's obligation or responsibility.

13. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 14. Termination; Suspension

- 14.1. **Termination by MnDOT.** MnDOT may terminate this agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2. **Termination for Cause.** MnDOT may immediately terminate this agreement if MnDOT finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT 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.** MnDOT may immediately terminate this agreement if:
  - 14.3.1. It does not obtain funding from the Minnesota Legislature; or
  - 14.3.2. 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 Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
- 14.4. **Suspension.** MnDOT may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
15. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, 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 Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
16. **Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.
17. **Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or

intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

- 18. Appendix II 2 CFR Part 200 Federal Contract Clauses.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.
- 18.1. Remedies.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 18.2. Termination.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 18.3. Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 18.4. Davis-Bacon Act, as amended.** (40 U.S.C. 3141-3148) When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.5. Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701-3708) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for

compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 18.6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 18.7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.8. **Debarment and Suspension.** (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.9. **Byrd Anti-Lobbying Amendment.** (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 18.10. **Procurement of Recovered Materials.** See 2 CFR 200.322 Procurement of Recovered Materials.
- 18.11. **Drug-Free Workplace.** In accordance with 2 C.F.R. § 32.400, the Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.
- 18.12. **Nondiscrimination.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or otherwise be

subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance. The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) are incorporated in the agreement.

**18.13. Federal Funding Accountability and Transparency Act (FFATA).**

18.13.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
  - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.



- 18.13.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.13.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.
- 18.13.4. The Local Government will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>
- 18.13.5. The Local Government's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

**[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]**

**City of Grand Rapids**

Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 17-

A RESOLUTION APPOINTING COMMISSIONER OF TRANSPORTATION AS AGENT  
OF CITY OF GRAND RAPIDS TO ACCEPT FEDERAL AID FUNDS ELIGIBLE FOR  
TRANSPORTATION RELATED PROJECTS

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the City of Grand Rapids to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Mayor and the City Administrator are hereby authorized and directed for and on behalf of the City of Grand Rapids to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1029952", a copy of which said agreement was before the City of Grand Rapids and which is made a part hereof by reference.

Adopted this 8th day of January, 2018

\_\_\_\_\_  
Dale C. Adams, Mayor

Attest:

\_\_\_\_\_  
Tom Pagel, City Administrator

Councilor 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.

Notary Public  
My Commission expires \_\_\_\_\_

(SEAL)



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0941      **Version:** 1      **Name:** Resolution Accepting Donations for Miner's Pavilion  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 12/12/2017      **In control:** City Council  
**On agenda:** 12/20/2017      **Final action:**  
**Title:** Consider adopting a resolution accepting donations to the Miner's Multi-Use Pavilion.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [IRA MUP Donations.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution accepting donations to the Miner's Multi-Use Pavilion.

**Background Information:**

[Enter Background Information Here]

**Staff Recommendation:**

City staff recommends adopting a resolution accepting donations to the Miner's Multi-Use Pavilion.

**Requested City Council Action**

Pass a motion adopting a resolution accepting donations to the Miner's Multi-Use Pavilion.

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 17-

A RESOLUTION ACCEPTING A \$300.00 DONATION FROM BRUCE & WANDA EDWARDS and A \$1,000.00 DONATION FROM STAR OF THE NORTH LIONS CLUB FOR THE IRA CIVIC CENTER MULTI-USE PAVILION

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 donations and terms of the donors as follows:

- Bruce & Wanda Edwards has donated \$300.00 and the Star of the North Lions Club has donated \$1,000.00 to the IRA Civic Center Multi-Use Pavilion

Adopted this 11th day of December, 2017

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Dale C. Adams, Mayor

Attest:

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Kimberly Gibeau, City Clerk

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0942      **Version:** 1      **Name:** Adv. Cont. Sam Karkela, Allstate Insurance Company  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 12/13/2017      **In control:** City Council  
**On agenda:** 12/20/2017      **Final action:**  
**Title:** Consider entering into an agreement with an area business for advertising at the IRA Civic Center.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Allstate-2018-partially signed](#)

Date	Ver.	Action By	Action	Result
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Consider entering into an agreement with an area business for advertising at the IRA Civic Center.

### **Background Information:**

In 1993, the City Council approved the Civic Center advertising policy to generate revenue to offset operating cost. As part of this policy, agreements are renewed at the end of each term. The following is a new agreement:

Sam Karkela, Allstate Insurance Company-January 1, 2018-December 31, 2019 for interior wall sign-\$600 for 2018 and \$600 for 2019.

### **Staff Recommendation:**

City staff is recommending approval of entering into an agreement with an area business for advertising at the IRA Civic Center.

### **Requested City Council Action**

Make a motion to approve entering into an agreement with an area businesses for advertising at the IRA Civic Center.

## AGREEMENT FOR RENTAL OF WALL LIGHTED SIGN

WHEREAS, the City of Grand Rapids, acting through the IRA Civic Center, Lessor, owns a multi-purpose facility known as the Civic Center; and

WHEREAS, it will be beneficial to certain business to acquire the privilege of using the advertising signs contained on the interior walls and/or dasherboards the IRA Civic Center for a certain period of years; and

WHEREAS, the Lessor desires to lease the available advertising sign to certain Lessees.

NOW, THEREFORE, IT IS HEREBY AGREED by the IRA Civic Center only, Lessor, and **Sam Karkela, Allstate Insurance Company** that the Lessee shall lease for a period of 1 (one) year, and will be automatically renewed yearly unless cancelled in writing according to paragraph 3 below, and according to the terms set forth herein and upon the following terms and conditions:

1. Signs will be placed on the interior walls and/or dasherboards of the IRA Civic Center only, and Lessor shall have the final decision as to exact location of each sign. The choice of each sign and location shall be on a "FIRST COME, FIRST SERVED" basis. Lessor reserves the right to take into consideration actual placement of signs to insure maximum utilization of all advertising areas on the interior walls and/or dasherboards of the IRA Civic Center.
2. The Lessee shall pay to the Lessor in consideration of the sign and/or dasherboard, the sum of \$600.00 in cash to the Lessor at the commencement of the rental term as set forth below.
3. The Lease term for the advertising space shall be as follows: January 1, 2018 through December 31, 2019. This contract will automatically be renewed by the Lessor and Lessee yearly unless the Lessee provides written notice to the Lessor of their intent not to renew said lease. This written notice must be provided no later than December 1 of the year prior to the Lessee's cancellation. For example, if the lease has been automatically renewed for a third year, which would end December 31, 2020, the Lessee must notify the Lessor in writing no later than December 1, 2020 for cancellation effective December 31, 2020.
4. Lessee shall have the first right to rent the advertising signs to Lessee for successive years. Although the signed contract is due within 30 days, **lessee will be invoiced \$600.00 in November, 2017.**
5. The Advertising logo and design to be used on the signs shall be provided by the Lessee and subject to approval by the Lessor. The Lessor will not unreasonably withhold its approval of any design submitted by Lessee; however, Lessor reserves the right to set standards for the substance and appearance of any advertising to be placed in the IRA Civic Center pursuant to this Agreement.
6. The expense of setup and art work of the sign shall be borne by the Lessee.

7. This agreement shall not be changed unless done so in writing by the Lessee.
8. The Lessee's advertising space cannot be sublet or resold.
9. All signs and materials are the property of the Lessor.
10. All maintenance of the signs will be the responsibility of the IRA Civic Center.
11. Lease rates and terms are **\$600.00 for 2018 and \$600.00 for 2019 for an Interior Wall Sign**.

BY: Sam Karkela  
Sam Karkela, Allstate Insurance Company (Lessee)

DATE: 10/24/17

CITY OF GRAND RAPIDS (Lessor)

BY: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

\_\_\_\_\_  
City Clerk/Administrator

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	17-0944	<b>Version:</b>	1	<b>Name:</b>	Consider adopting a resolution establishing 2018 compensation for City of Grand Rapids Exempt & Non-Exempt Non-Represented Employees.
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	12/13/2017	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	12/20/2017	<b>Final action:</b>			
<b>Title:</b>	Consider adopting a resolution establishing 2018 compensation for City of Grand Rapids Exempt & Non-Exempt Non-Represented Employees.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">2018 Non-Represented Pay Increases</a> <a href="#">2018 Compensation Resolution.pdf</a>				

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution establishing 2018 compensation for City of Grand Rapids Exempt & Non-Exempt Non-Represented Employees.

### **Background Information:**

We have tentative agreements with two of the five bargaining units (Public Works and Library) where we have agreed to a 2018 wage increase of 1.00%. In the past, we have tried to keep pay increases consistent to avoid compression issues amongst the different classifications. Attached is a resolution along with a spreadsheet indicating the recommended wage increases for the City of Grand Rapids' Exempt and Non-Exempt Non-Represented employees. The recommended increases include a 1.00% cost of living adjustment as well as some longevity pay recommendations. Since the compensation study was completed in 2012, we have been trying to move employees through the position pay grade assignments in order to avoid compression issues.

The City's contribution to the Health Savings Account (HSA) will terminate, as we are transitioning to a self-funded health insurance plan with the Operating Engineers Local 49 Health and Welfare Fund effective January 1, 2018, which does not allow for a HSA.

For employees participating in a Phased Retirement Option, the City's contribution to their HSA will be terminated as well.

### **Staff Recommendation:**

Attached is a resolution along with a spreadsheet indicating the recommended increases for 2018. We are recommending that the regular City employees who are in collective bargaining agreements with the City, part-time, seasonal and temporary are specifically excluded from this recommendation, as they will be addressed in separate proposals.

This is a budgeted request.

### **Requested City Council Action**

Make a motion to adopt a resolution establishing 2018 compensation for City of Grand Rapids Exempt & Non-Exempt, Non-Represented Employees.



DEPARTMENT	TITLE	GRADE	MINIMUM 2018	MIDPOINT 2018	MAXIMUM 2018	ACTUAL 2017	PROPOSED 2018	YRS IN POS	
Golf	Assistant Superintendent/ Equipment Supervisor	4	35,182.60	39,151.17	44,708.64	44,265.94	44,708.60	20	N
Community Development	Building Inspector	7	43,099.97	47,961.64	54,770.01	49,382.32	49,876.14	2	N
Information Technology	Network Technician	8	46,116.89	51,318.87	58,603.91	53,078.27	53,609.05	7	S
Community Development	Community Development Specialist	9	49,345.00	54,911.12	62,706.19	62,085.30	62,706.15	13	N
Public Works	Facilities Maintenance Manager	10	52,799.08	58,754.83	67,095.62	57,711.26	58,288.38	1	N
Community Development	Building Official	11	56,494.94	62,867.59	71,792.31	66,678.35	67,345.14	5	N
Library	Assistant Library Director	11	56,494.94	62,867.59	71,792.31	66,537.74	68,732.84	8	S
Golf	Director of Golf	11	56,494.94	62,867.59	71,792.31	66,438.32	71,792.31	29	S
Finance	Assistant Finance Director	12	60,449.52	67,268.25	76,817.77	69,953.10	70,652.64	5	N
Library	Director of Library Services	13	64,680.91	71,976.95	82,195.01	79,647.15	82,195.01	10	S
Administration	Director of Human Resources	13	64,680.91	71,976.95	82,195.01	79,647.15	82,195.01	10	S
Information Technology	Director of Information Technology	14	69,208.50	77,015.28	87,948.67	83,367.02	86,074.65	9	S
Police	Assistant Chief of Police	14	69,208.50	77,015.28	87,948.67	81,511.46	84,200.64	8	S
Parks and Recreation	Director of Parks and Recreation	13	64,680.91	71,976.95	82,195.01	81,381.25	82,195.06	18	N
Community Development	Director of Community Development	15	74,053.02	82,406.27	94,105.07	93,173.39	94,105.13	16	N
Finance	Director of Finance	15	74,053.02	82,406.27	94,105.07	89,202.67	92,099.87	9	S
Engineering	City Engineer	15	74,053.02	82,406.27	94,105.07	86,519.89	87,385.09	1	
Public Works	Director of Public Works	16	79,236.66	88,174.63	100,692.43	99,695.44	100,692.43	32	N
Police	Chief of Police	16	79,236.66	88,174.63	100,692.43	99,695.44	100,692.43	3	N
Administration	City Administrator	18	90,717.91	100,950.99	115,282.76	111,487.79	112,602.67	5	N

Councilor introduced the following resolution and moved for its adoption:

**RESOLUTION No. 17-**

**ESTABLISHING COMPENSATION AND BENEFITS FOR  
CITY OF GRAND RAPIDS  
NON-REPRESENTED EMPLOYEES**

WHEREAS, the Grand Rapids City Council has established that employment with the City of Grand Rapids should be attractive from a career perspective and that the compensation and benefit plan for the City of Grand Rapids' non-represented employees shall be founded on the principle of equitable and adequate compensation and benefits; and further, that said compensation and benefit plan shall be as competitive as possible in the judgment of the City in order to attract and retain people of the highest caliber so that the citizens of Grand Rapids can be assured that their best interests are being served; and,

WHEREAS, the City of Grand Rapids' past practices provide that adjustments to salary schedules are generally made on January 1st and are based on such factors as changes in the cost-of-living, labor markets, recruiting experience, financial condition of the City, reclassification studies, etc.; and

WHEREAS, the City has not adjusted salaries for non-represented employees for the period January 1, 2018 through December 31, 2018; and

WHEREAS, the City Administrator has evaluated all Department Heads and has determined that they all have either met or exceeded their job requirements; and

NOW, THEREFORE BE IT RESOLVED that the exempt and non-exempt non represented staff receive a cost of living adjustment of 1.00% of their base salary as well as other adjustments as indicated on the attached spreadsheet. Fire Department and Hospital Security personnel will receive a 1.00% increase. All increases will be effective January 1, 2018.

BE IT FINALLY RESOLVED that regular City employees who are in collective bargaining agreements with the City, part-time, temporary and seasonal employees, and elected officials are specifically excluded from this resolution. Pay increases for union employees are governed by their collective-bargaining agreements, and all other 2017 salary increases will have already been approved by the City Council.

Adopted this 20th day of December, 2017.

---

Dale Adams, Mayor

ATTEST:

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Kimberly Gibeau, City Clerk

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0954      **Version:** 1      **Name:** Consider accepting the resignation from Will Richter, Firefighter  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 12/14/2017      **In control:** City Council  
**On agenda:** 12/20/2017      **Final action:**  
**Title:** Consider accepting the resignation from Will Richter, Firefighter  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider accepting the resignation from Will Richter, Firefighter

**Background Information:**

Will Richter, Firefighter, was appointed on June 23, 2014. Mr. Richter has indicated that he is resigning from the Fire Department due to personal reasons.

**Staff Recommendation:**

Fire Chief Liebel and Director of Human Resources, Lynn DeGrio, are recommending accepting the resignation from Will Richter, Firefighter, with great appreciation for his service on the Grand Rapids Fire Department.

**Requested City Council Action**

Make a motion accepting the resignation from Will Richter, Firefighter, effective December 31, 2017.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0955      **Version:** 1      **Name:** Consider authorizing City staff to begin the process of advertising and establishing a new eligibility list for Firefighter.

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

**File created:** 12/14/2017      **In control:** City Council

**On agenda:** 12/20/2017      **Final action:**

**Title:** Consider authorizing City staff to begin the process of advertising and establishing a new eligibility list for Firefighter.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider authorizing City staff to begin the process of advertising and establishing a new eligibility list for Firefighter.

**Background Information:**

With the recent resignations of firefighters, along with the potential of eligible firefighters retiring and/or resigning within the next year or two, we would like to begin the process of creating a new eligibility list. The most recent list, established March 27, 2017, has expired. We would like to advertise through February 2018 in anticipation of testing in the spring. We will come back to the City Council an eligibility roster for consideration following the orientation, written test, and physical agility test.

**Staff Recommendation:**

Fire Chief Mike Liebel, 1st Assistant Chief Bryan Zuehlke, and Human Resources Director Lynn DeGrio are recommending establishing a new list in anticipation of upcoming retirements and/or resignations on the Fire Department.

**Requested City Council Action**

Make a motion to authorize City staff to begin the process of advertising and establishing a new eligibility list for Firefighter.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0956      **Version:** 1      **Name:** Consider eliminating the City Wellness Program.  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 12/14/2017      **In control:** City Council  
**On agenda:** 12/20/2017      **Final action:**  
**Title:** Consider eliminating the City Wellness Program.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider eliminating the City Wellness Program.

**Background Information:**

The City of Grand Rapids has had a Wellness Program since January 2008. The program was established in an effort to promote the health and well-being of our employees and to increase individual employee health and wellness awareness. The City believed this would result in personal and professional growth, lead to a reduction in lifestyle-related risk factors, lower future health care out-of-pocket costs, and keep health premiums low.

Under the program, employees have had opportunity to participate in a variety of means to achieve the monetary incentive of up to \$200.00 per calendar year as an incentive to improve their physical well-being. Included in the program were options The funds were deposited as such:

Clerical Union	Flexible Spending Account (FSA)
Library Union	Healthcare Savings Account (HSA)
Non-Represented	Healthcare Savings Account (HSA)
Police Union	Healthcare Savings Account (HSA)
Public Works Union	Health Reimbursement Arrangement (HRA)

With the change in health insurance providers, we can no longer fund the Health Care Savings Accounts. Other reasons for recommending the elimination of the City Wellness Program include:

- \* The new health insurance provides a free Health Dynamics Preventive Care Program which provides an 84-point health exam. They then craft a custom health-improvement plan and provide one-on-one guidance to help achieve it;
- \* Difficulty in maintaining an active Wellness Program Committee;
- \* Administration of the program; and
- \* Budget constraints.

**Staff Recommendation:**

City Administrator Tom Pagel is recommending the elimination of the City Wellness Program.

**Requested City Council Action**

Make a motion to eliminate the City Wellness Program effective January 1, 2018.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	17-0958	<b>Version:</b>	1	<b>Name:</b>	Consider an amendment to the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP).
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	12/14/2017	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	12/20/2017	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Consider an amendment to the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP).				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>					

Date	Ver.	Action By	Action	Result
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Consider an amendment to the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP).

**Background Information:**

The City has participated in the Minnesota State Retirement System (MSRS) Health Care Savings Plan since June 6, 2007. There have been a few modifications to the plan, most recently September 1, 2014, which states:

*All full-time exempt employees as outlined below are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 358.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the employer on behalf of the employee will be deposited into the employee's post employment health care savings plan account.*

- 1. All full-time exempt employees will contribute \$50.00 per pay period;***
- 2. All full-time exempt employees eligible for the severance payment outlined in the Flexible Time Off policy will contribute 100% of their severance to the HCSP;***
- 3. All full-time exempt employees 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 into their post employment health care savings account. (The conversion is available only if the employee has used at least eighty (80) hours of FTO during the twelve (12) months preceding the hire date.)***

The non-represented employees have discussed this and would like to make the recommended changes to the policy:

*All full-time exempt employees as outlined below are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 358.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the employer on behalf of the employee will be deposited into the employee's post employment health care savings plan account.*

- 1. All full-time non-represented employees with two (2) years of service to fifteen (15) years of service will contribute \$50.00 per pay period;***



*2. All full-time non-represented employees with fifteen (15) or more years of service will contribute \$100.00 per pay period;*

*3 All full-time non-represented employees with two (2) years or more of service eligible for the severance payment outlined in the Flexible Time Off policy will contribute 100% of their severance to the HCSP; and*

*4 All full-time exempt employees with two (2) years of service or more 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 into their post employment health care savings account. (The conversion is available only if the employee has used at least eighty (80) hours of FTO during the twelve (12) months preceding the hire date.)*

*We would also like to add the following language for all Library, Police, and Non-Represented full-time employees:*

*All full-time Clerical, Library, Police, and Non-Represented employees who have earned Wellness Program credit in 2017 will have up to a maximum of \$200.00 deposited into their HCSP in 2018.*

**Staff Recommendation:**

City Administrator Tom Pagel and Human Resources Director Lynn DeGrio are recommending the proposed changes to the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP).

**Requested City Council Action**

Make a motion to amend the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP) as recommended effective January 1, 2018.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0959      **Version:** 1      **Name:** Consider approving CORRECTED Operating Engineers Local #49 Health and Welfare Fund Bargaining Participation Agreement for Non-Bargaining Employees.

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

**File created:** 12/15/2017      **In control:** City Council

**On agenda:** 12/20/2017      **Final action:**

**Title:** Consider approving CORRECTED Operating Engineers Local #49 Health and Welfare Fund Bargaining Participation Agreement for Non-Bargaining Employees.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Operating Engineers Local #49 Health and Welfare Fund Public Sector Employers Participation](#)

Date	Ver.	Action By	Action	Result
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Consider approving CORRECTED *Operating Engineers Local #49 Health and Welfare Fund Bargaining Participation Agreement for Non-Bargaining Employees.*

**Background Information:**

At the last City Council meeting, the City Council authorized City staff to sign a participation agreement provided by Wilson-McShane. The agreement was signed and submitted; however, it was an incorrect agreement. Attached is the *Operating Engineers Local #49 Health and Welfare Fund Bargaining Public Sector Employer Participation Agreement for Non-Bargaining Employees* that needs to be signed in order for the coverage to be effective January 1, 2018.

**Staff Recommendation:**

Human Resources Director Lynn DeGrio is recommending authorizing City staff to return the completed Agreement to Wilson-McShane Corporation.

**Requested City Council Action**

Make a motion to authorize City staff to sign the *Operating Engineers Local #49 Health and Welfare Fund Bargaining Public Sector Employer Participation Agreement for Non-Bargaining Employees.*

OPERATING ENGINEERS LOCAL #49 HEALTH AND WELFARE FUND

PUBLIC SECTOR EMPLOYERS PARTICIPATION AGREEMENT  
FOR  
NON-BARGAINING EMPLOYEES

The undersigned Employer hereby applies for coverage of certain non-bargaining personnel (as elected below) by the Operating Engineers Local #49 Health and Welfare Fund ("Fund"). The Fund is established and operates pursuant to an Agreement entitled "Agreement and Declaration of Trust" dated December 18, 1967, and restated on April 28, 1976, ("Trust Agreement") by and between the Associated General Contractors of Minnesota, Inc., Minneapolis and Saint Paul Builders Division and Highway and Heavy Division ("A.G.C.") and International Union of Operating Engineers Local #49 ("Union").

The Employer must select one of the coverage options below:

- The Employer will provide coverage to all of its full-time non-bargaining unit personnel; or
- The Employer will provide coverage only to bargaining unit alumni (i.e. employees covered by the Fund when they were members of the Local #49 bargaining unit but who have moved into a management position).

The Employer understands that in signing this Participation Agreement, they are agreeing to cover all of their employees in the above noted categories and employees (whether non-bargaining or bargaining unit alumni) are not allowed to elect out of coverage under the Fund. Further, Fund coverage is provided at a composite rate for family coverage and there is no single-only coverage option.

If the Employer fails to abide by the coverage option selected above, the Trustees may, notwithstanding the other termination provisions herein, immediately terminate this Participation Agreement.

The Employer agrees to make payments to the Fund in the amount as established by the Board of Trustees from time to time. Payments by the Employer to this Fund shall be paid in advance on or before the 15<sup>th</sup> day of the month prior to the month of coverage (e.g. payment by February 15<sup>th</sup> for March 1<sup>st</sup> coverage). Failure to timely make such payments will automatically and without any further notice cancel and void this Participation Agreement. The following additional rules apply regarding employee coverage:

New full-time non-bargaining unit employees:

- o New employees hired on or before the 15<sup>th</sup> of the month, must be included in the monthly payment for the following month of coverage;
- o For new employees hired after the 15<sup>th</sup> of the month, the Employer must make a supplemental payment for coverage before the first of the following month for coverage for that new employee.

Termination of Coverage for Non-Bargaining Unit Employees: Coverage will end on the last day of the month in which an employee is terminated from employment or otherwise experiences a COBRA qualifying event applicable to the employee. The employer must notify the Fund's Administrator, Wilson-McShane Corporation, in writing prior to the end of the month of the employee's termination and/or COBRA qualifying event (e.g. the employee is terminated on April 20<sup>th</sup>, the employer must notify Wilson-McShane by April 30<sup>th</sup>). Once the employer has timely notified the Fund Administrator in writing of the termination of employment or COBRA event, the employer will receive a credit if the employer already made a payment for the next month's coverage for the terminating employee.

The Employer also agrees that the Trustees may require all non-bargaining unit employees to submit a proof of insurability before they will become eligible for benefits under this program.

Persons covered under the provisions of this Participation Agreement will not be eligible to accumulate any Reserve Accumulations Account hours. In addition, the Accident and Sickness Weekly Benefit will be paid out only after Employer provided sick pay is exhausted. An employee covered under this Agreement will be eligible to participate in the Fund's Retiree Plan if 1) the employee is age 55 or older and has at least ten (10) consecutive years of employment with one or more participating Employers, and 2) the employee retires from employment with a participating Employer while participating in the Fund. Such individuals, though, will not receive a Retiree Contribution Allowance credit for years of Participation in the Fund as a non-bargaining unit employee. All benefits provided by the Fund, except as stated above and in the Plan Description, will be available to such employees or persons upon Trustees' approval of this Participation Agreement and the appropriate contributions being made.

The Employer hereby ratifies and confirms the Trust Agreement and agrees to be bound by each and every provision contained herein and to each and every act and thing as required and provided for therein. The Employer also hereby consents to the appointment of the Trustees heretofore designated and ratifies, approves, and consents to all matters heretofore done in connection with the creation and administration of such Trust Agreement.

This Participation Agreement will become effective as of the date it is accepted by the Trustees of this Fund. If this Participation Agreement has not been terminated by reason of the failure of the Employer to make timely payments to the Fund, then it may be terminated by either the Employer or the Trustees of the Trust Fund by sixty (60) days written notice of termination to the other party. In the event the Employer is no longer bound by a collective bargaining agreement between itself and the Union, this Participation Agreement will automatically and without any further notice terminate.

The Trustees reserve the right to terminate this Agreement at any time if needed to protect the tax-exempt status of the Fund.

**EMPLOYER**

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

Signature of Employer \_\_\_\_\_

Printed Name of Employer \_\_\_\_\_

Title of Signature Person \_\_\_\_\_

Date \_\_\_\_\_

We, the Board of Trustees in compliance with Article I of the Agreement, hereby grant the right of the above-named to participate in this welfare plan.

**TRUSTEES OF OPEARTING ENGINEERS LOCAL #49 HEALTH FUND**

By: \_\_\_\_\_

By: \_\_\_\_\_

Special Agreement approved by the Health & Welfare Board of Trustees

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Date



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0960      **Version:** 1      **Name:** 2018 Meeting Calendar  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 12/15/2017      **In control:** City Council  
**On agenda:** 12/20/2017      **Final action:**  
**Title:** Consider approving the Official 2018 City Calendar  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [2018 Calendar 8 5x11.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the Official 2018 City Calendar

**Background Information:**

The Council By-Laws call for the adoption of an annual regular Council meeting calendar. Scheduled meeting dates are the second and fourth Mondays of each month except for those Mondays that are legal holidays, in which case the meetings are moved to Tuesday. In December 2018, meetings are the first (1st) and third (3rd) Mondays.

**Staff Recommendation:**

Adopt the City Calendar for 2018.

**Requested City Council Action**

Make a motion adopting the calendar establishing the annual regular and worksession Council meeting dates for 2018 along with various Boards & Commissions.



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

# 2018

January							February							March						
Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.
		2	3	4	5	6					1	2	3					1	2	3
				PC	\$						PC	\$						PC	\$	
7	8	9	10	11	12	13	4	5	6	7	8	9	10	4	5	6	7	8	9	10
		EDRA	AVA	EDRA					EDRA		EDRA							EDRA		
14	15	16	17	18	19	20	11	12	13	14	15	16	17	11	12	13	14	15	16	17
					\$							\$							\$	
21	22	23	24	25	26	27	18	19	20	21	22	23	24	18	19	20	21	22	23	24
				EDRA							EDRA							EDRA		
28	29	30	31				25	26	27	28				25	26	27	28	29	30	31

  

April							May							June						
Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.
1	2	3	4	5	6	7			1	2	3	4	5						1	2
				PC							PC									
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9
		EDRA	AVA	EDRA	\$				EDRA	AVA	EDRA	\$						PC	\$	
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23
				EDRA	\$						EDRA	\$						EDRA	\$	
29	30						27	28	29	30	31			24	25	26	27	28	29	30

  

July							August							September						
Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.
1	2	3	4	5	6	7				1	2	3	4							1
					\$						PC	\$								
8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	3	4	5	6	7	8
		EDRA	AVA	EDRA							EDRA							PC		
15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15
					\$							\$							\$	
22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22
				EDRA							EDRA							EDRA		
29	30	31					26	27	28	29	30	31	23	24	25	26	27	28	29	

  

October							November							December						
Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.
	1	2	3	4	5	6					1	2	3							1
				PC							PC									
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
		EDRA		EDRA	\$						EDRA	\$						PC	\$	
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
				EDRA	\$							\$						EDRA	\$	
28	29	30	31				25	26	27	28	29	30	23	24	25	26	27	28	29	

- Golf Course Board - 7 am
- Library Board - 5 pm
- Payroll
- Holiday
- Cable TV Comm. - Noon
- Arts & Culture Comm. - 3:45 pm
- Park & Rec Civic Center Board 5:30 pm
- Public Util. Comm. - 4 pm
- Economic Devl. Authority - 4 pm
- Fire Dept. Bus. Mtg. - 7 pm
- Housing/Redevelopment Authority 4 pm
- Fire Relief Assn.
- Planning Comm. - 4 pm
- Human Rights Comm. - 4:00 pm
- Flex Benefits Deadline



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0961      **Version:** 1      **Name:** Paying Agent/Registrar Agreement  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 12/18/2017      **In control:** City Council  
**On agenda:** 12/20/2017      **Final action:**  
**Title:** Consider authorizing the Mayor to execute the Paying Agent/Bond Registrar Agreement with US Bank National Association for General Obligation Refunding Bonds, Series 2017B.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Paying Agent Registrar Agrmt.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider authorizing the Mayor to execute the Paying Agent/Bond Registrar Agreement with US Bank National Association for General Obligation Refunding Bonds, Series 2017B.

**Background Information:**

US Bank will be the Paying Agent/Bond Registrar for the General Obligation Refunding Bonds, Series 2017B. As Bond Registrar, US Bank will maintain records of ownership of the bonds and make sure that no more than the authorized amount of bonds is outstanding. As Paying Agent, US Bank will receive principal payments and periodic interest payment from the City, and will then distribute those payments to the bondholder of record on behalf of the City. The fees are listed below:

Acceptance Fee: One time fee, initial set-up of the account is \$250.00

Paying Agent/Registrar fee: Annual fee for the standard paying agent services associated with the administration of the bonds, the fee is \$400.00

**Staff Recommendation:**

Staff recommends authorizing the Mayor to execute the Paying Agent/Bond Registrar Agreement with US Bank National Association for General Obligation Refunding Bonds, Series 2017B.

**Requested City Council Action**

Make a motion authorizing the Mayor to execute the Paying Agent/Bond Registrar Agreement with US Bank National Association for General Obligation Refunding Bonds, Series 2017B.



## **AGREEMENT RELATING TO PAYING AGENCY, REGISTRAR AND TRANSFER AGENCY**

**THIS PAYING AGENT/BOND REGISTRAR AGREEMENT** (this "Agreement"), is entered into as of December 28, 2017 by and between the City of Grand Rapids, Minnesota (the "Issuer"), and U.S. Bank National Association ("Bank"), as Paying Agent and Bond Registrar.

### **RECITALS**

**WHEREAS** the Issuer has duly authorized and provided for the issuance of its Bonds, General Obligation Refunding Bonds, Series 2017B (the "Bonds") in an aggregate principal amount of \$3,045,000 to be issued as fully registered bonds without coupons;

**WHEREAS** the Issuer will ensure all things necessary to make the Bonds the valid obligations of the Issuer, in accordance with their terms, will be done upon the issuance and delivery thereof;

**WHEREAS** the Issuer and the Bank wish to provide the terms under which Bank will act as Paying Agent to pay the principal, redemption premium (if any) and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Registrar for the Bonds;

**WHEREAS** the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent and Bond Registrar for the Bonds;

**WHEREAS** the Issuer has duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement a valid agreement have been done.

**NOW, THEREFORE**, it is mutually agreed as follows:

### **ARTICLE ONE**

#### **DEFINITIONS**

Section 1.01. Definitions. For all purposes of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

"Bank" means U.S. Bank National Association, a national banking association organized and existing under the laws of the United States of America.

"Bond Register" means the book or books of registration kept by the Bank in which are maintained the names and addresses and principal amounts registered to each Registered Owner.

"Fiscal Year" means the fiscal year of the Issuer ending on 12/31 of each year.

"Issuer" means the City of Grand Rapids, Minnesota.

"Paying Agent" means the Bank when it is performing the function of paying agent for the Bonds.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

"Registered Owner" means a Person in whose name a Bond is registered in the Bond Register.

"Registrar" means the Bank when it is performing the function of registrar for the Bonds.

"Stated Maturity" when used with respect to any Bond means the date specified in the Bond as the date on which the principal of such Bond is due and payable.

## ARTICLE TWO

### APPOINTMENT OF BANK AS PAYING AGENT AND BOND REGISTRAR

Section 2.01. Appointment and Acceptance. The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Bonds, to pay to the Registered Owners in accordance with the terms and provisions of this Agreement the principal of, redemption premium (if any), and interest on all or any of the Bonds.

The Issuer hereby appoints the Bank as Registrar with respect to the Bonds. As Registrar, the Bank shall keep and maintain for and on behalf of the Issuer, books and records as to the ownership of the Bonds and with respect to the transfer and exchange thereof as provided.

The Bank hereby accepts its appointment, and agrees to act as Paying Agent and Bond Registrar.

Section 2.02. Compensation. As compensation for the Bank's services as Paying Agent and Bond Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in a separate agreement between the Issuer and the Bank for the first year of this Agreement, and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Bond Registrar for municipalities, which shall be supplied by the Bank to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer if there are any changes, and shall be effective upon the first day of the following Fiscal Year.

In addition, the Issuer agrees to reimburse the Bank, upon its request, for all reasonable and necessary out-of-pocket expenses, disbursements, and advances, including without limitation the reasonable fees, expenses, and disbursements of its agents and attorneys, made or incurred by the Bank in connection with entering into and performing under this Agreement and in connection with investigating and defending itself against any claim or liability in connection with its performance hereunder.

## ARTICLE THREE

### PAYING AGENT

Section 3.01. Duties of Paying Agent. As Paying Agent, the Bank, provided sufficient collected funds have been provided to it for such purpose by or on behalf of the Issuer, shall pay on behalf of the Issuer the principal of, redemption premium, if any, and interest on each Bond in accordance with the provisions of the Bond.

Section 3.02. Payment Dates. The Issuer hereby instructs the Bank to pay the principal of, redemption premium (if any) and interest on the Bonds on the dates specified in the Bond, to the extent such funds have herein been provided by the Issuer.

The Bank shall not be required to pay interest on any funds of the Issuer for any period during which such funds are held by the Bank awaiting the presentation of the Bonds for payment.

Section 3.03 Receipt of Funds. The Issuer hereby agrees to provide the Paying Agent with sufficient funds to make principal and interest payments as follows: (1) payment by check must be received by the Paying Agent at least 5 business days prior to payment date and (2) payment by wire must be received by the Paying Agent by the payment date and no later than 11:30 a.m. CST.

## ARTICLE FOUR

### REGISTRAR

Section 4.01. Initial Delivery of Bonds. The Bonds will be initially registered and delivered to the purchaser designated by the Issuer as one Bond for each maturity. If such purchaser delivers a written request to the Bank not later than five business days prior to the date of initial delivery, the Bank will, on the date of initial delivery, deliver Bonds of authorized denominations, registered in accordance with the instructions in such written request.

Section 4.02. Duties of Registrar. The Bank shall provide for the proper registration of transfer, exchange and replacement of the Bonds. Every Bond surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which as been guaranteed by an eligible guarantor institution, in form acceptable to the Bank, duly executed by the Registered Owner thereof or his attorney duly authorized in writing. The Registrar may request any supporting documentation it deems necessary or appropriate to affect a re-registration.

Section 4.03. Unauthenticated Bonds. The Issuer shall provide to the Bank on a continuing basis, an adequate inventory of unauthenticated Bonds to facilitate transfers. The Bank agrees that it will maintain such unauthenticated Bonds in safekeeping.

Section 4.04. Form of Bond Register. The Bank as Registrar will maintain its records as Bond Registrar in accordance with the Bank's general practices and procedures in effect from time to time.

Section 4.05. Reports. The Bank will not release or disclose the content of the Bond Register to any person other than to the Issuer at its written request, except upon receipt of a subpoena or court order or as may otherwise be required by law. Upon receipt of a subpoena or court order the Bank will notify the Issuer.

Section 4.06. Cancelled Bonds. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Bank. All cancelled Bonds held by the Bank for its retention period then in effect and shall thereafter be destroyed and evidence of such destruction furnished to the Issuer upon its written request.

Section 4.07. Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Bank shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Bank in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing by the owner with the Bank of evidence satisfactory to the Bank that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Bank of an appropriate bond of indemnity in form, substance and amount as may be required by law and as is satisfactory to the Bank. All Bonds so surrendered to the Bank shall be canceled by it and evidence of such cancellation shall be given to the Issuer. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment, provided that the owner shall first provide the Bank with a bond of indemnity as set forth above.

## ARTICLE FIVE

### THE BANK

Section 5.01. Duties of Bank. The Bank undertakes to perform the duties set forth herein. No implied duties or obligations shall be read into this Agreement against the Bank. The Bank hereby agrees to use the funds deposited with it for payment of the principal of and interest on the Bonds to pay the same as it shall become due and further agrees to establish and maintain such accounts and funds as may be required for the Bank to function as Paying Agent.

Section 5.02. Reliance on Documents, Etc. (a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer.

(b) The Bank shall not be liable for any error of judgment made in good faith. The Bank shall not be liable for other than its gross negligence or willful misconduct in connection with any act or omission hereunder.

(c) No provision of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Bank may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Bank need not examine the ownership of any Bond, but shall be protected in acting upon receipt of Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Registered Owner or agent of the Registered Owner.

(e) The Bank may consult with counsel, and the written advice or opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of such agent or attorney if appointed by it with reasonable care.

(g) The Bank shall not be responsible for delays or failures in performance resulting from acts beyond its control, including without limitation acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters.

(h) The Bank is authorized, in its sole discretion, to comply with final orders issued or process entered by any court with respect to any money held by the Bank hereunder, without determination by the Bank of such court's jurisdiction in the matter. If any portion of money held by the Bank hereunder is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, the Bank is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if the Bank complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

Section 5.03. Recitals of Issuer. The recitals contained in the Bonds shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

Section 5.04. May Own Bonds. The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent and Bond Registrar for the Bonds.

Section 5.05. Money Held by Bank. Money held by the Bank hereunder need not be segregated from other funds. The Bank shall have no duties with respect to investment of funds deposited with it and shall be under no obligation to pay interest on any money received by it hereunder.

Any money deposited with or otherwise held by the Bank for the payment of the principal, redemption premium (if any) or interest on any Bond and remaining unclaimed, by the Registered Owner (or by the Issuer (which claim by the Issuer shall be made in writing) after maturity and prior to escheatment) will be escheated pursuant to the applicable state law. If funds are returned to the Issuer, the Issuer and the Bank agree that the Registered Owner of such Bond shall thereafter look only to the Issuer for payment thereof, and that all liability of the Bank with respect to such moneys shall thereupon cease.

Section 5.06. Other Transactions. The Bank may engage in or be interested in any financial or other transaction with the Issuer.

Section 5.07. Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The Issuer and the Bank further agree that the Bank has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

Section 5.08. Indemnification. The Issuer shall indemnify the Bank, its officers, directors, employees and agents ("Indemnified Parties") for, and hold them harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Bank's acceptance or administration of the Bank's duties hereunder (except any loss, liability or expense as may be adjudged by a court of competent jurisdiction to be attributable to the Bank's gross negligence or willful misconduct), including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. Such indemnity shall survive the termination or discharge of this Agreement or discharge of the Bonds.

## ARTICLE SIX

### MISCELLANEOUS PROVISIONS

Section 6.01. Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

Section 6.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed, faxed, sent pdf or delivered to the Issuer or the Bank, respectively, at the address shown below, or such other address as may have been given by one party to the other by fifteen (15) days written notice:

If to the Issuer:                   City of Grand Rapids, Minnesota  
Ms. Barb Baird, Finance Director  
420 N. Pokegama Avenue  
Grand Rapids, Minnesota 55744-2662

If to the Bank:                   U.S. Bank National Association  
60 Livingston Avenue  
St. Paul MN 55107  
Facsimile: 651-466-7431

Section 6.04. Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns. All covenants and agreements herein by the Issuer and the Bank shall bind their successors and assigns, whether so expressed or not.

Section 6.06. Severability. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 6.08. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent and Bond Registrar.

Section 6.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Term and Termination. This Agreement shall be effective from and after its date and until the Bank resigns; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Bank hereunder.

The Bank may resign at any time by giving written notice thereof to the Issuer. If the Bank shall resign, or become incapable of acting, the Issuer shall promptly appoint a successor Paying Agent and Bond Registrar. If an instrument of acceptance by a successor Paying Agent and Bond Registrar shall not have been delivered to the Bank within thirty 30 days after the Bank gives notice of resignation, the Bank may petition any court of competent jurisdiction at the expense of the Issuer for the appointment of a successor Paying Agent and Bond Registrar. In the event of resignation of the Bank as Paying Agent and Bond Registrar, upon the written request of the Issuer and upon payment of all amounts owing to the Bank hereunder the Bank shall deliver to the Issuer or its designee all funds and unauthenticated Bonds, and a copy of the Bond Register. The provisions of Section 2.02 and Section 5.08 hereof shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. Governing Law. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Minnesota.

Section 6.12. Documents to be Filed with Bank. At the time of the Bank's appointment as Paying Agent and Bond Registrar, the Issuer shall file with the Bank the following documents: (a) a specimen Bond; (b) a copy of the opinion of bond counsel provided to the Issuer in connection with the issuance of the Bonds; and (c) such other information that the Bank may request.

Section 6.13. Patriot Act Compliance. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification, and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

IN WITNESS WHEREOF, the Issuer and the Bank have caused this agreement to be executed in their respective names by their duly authorized representatives, in two counterparts, each of which shall be deemed an original.

City of Grand Rapids, Minnesota, Issuer

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

U.S. BANK NATIONAL ASSOCIATION, as  
*Paying Agent, Registrar and Transfer Agent*

By: *Diane L. Johnson*  
Authorized Representative

Print Name: Diane L. Johnson

Title: Vice President





U.S. Bank Customer Confidential

### Schedule of Fees for Services as Paying Agent

CTS01010A	<b>Acceptance Fee</b> The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.	250.00
CTS04110	<b>Paying Agent / Registrar / Transfer Agent</b> Annual fee for the standard transfer agent, registrar, and paying agent services associated with the administration of the account. Administration fees are payable in advance.	400.00
	<b>Direct Out of Pocket Expenses</b> Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.	At Cost
	<b>Extraordinary Services</b> Extraordinary Services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.	

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

#### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or the entity or other relevant documentation.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 17-0949      **Version:** 1      **Name:** Board & Commission minutes  
**Type:** Minutes      **Status:** Approved  
**File created:** 12/14/2017      **In control:** City Council  
**On agenda:** 12/20/2017      **Final action:**  
**Title:** Acknowledge approved minutes for Boards & Commissions.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [November 6, 2017 Special PUC meeting.pdf](#)  
[November 15, 2017 Special PUC meeting.pdf](#)  
[November 22, 2017 PUC meeting.pdf](#)  
[November 22, 2017 Special PUC meeting.pdf](#)

Date	Ver.	Action By	Action	Result
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Acknowledge approved minutes for Boards & Commissions.



# CITY OF GRAND RAPIDS

## Minutes - Final - Final Public Utilities Commission

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Monday, November 6, 2017

1:00 PM

Conference Room of Public Utilities Service Center

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### CALL TO ORDER

*A Special Meeting/Work Session of the Grand Rapids Public Utilities Commission was held on Monday, November 6, 2017 at 1:00 PM in the Conference Room 112 of the Public Works/Public Utilities Service Center located at 500 SE 4th Street.*

### CALL OF ROLL

**Present** 4 - President Stephen Welliver, Commissioner Glen Hodgson, Commissioner Tom Stanley, and Commissioner Rick Blake

**Absent** 1 - Secretary Greg Chandler

*Others Present: General Manager Kennedy, Electric Department Manager Goodell, Finance Manager Betts, Administrative/ HR Assistant Flannigan, and Mark Zimmerman, President/CEO-Itasca Economic Development Corporation (IEDC).*

17-0788

Acknowledge posting of the Special meeting date, time and purpose.

*President Welliver acknowledged the posting of the special meeting/work session date, time and purpose.*

### ADMINISTRATION

17-0787

Discuss the proposed Tioga Substation Project.

*Discussion was held on the potential need and funding options for the proposed substation.*

### ADJOURNMENT

*A special meeting/work session to continue discussion on the proposed Tioga Substation Project was scheduled on Wednesday, November 22, 2017 at 12:00 Noon in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.*

*By call of the chair, the work session was declared adjourned at 2:50 PM.*

*Respectfully submitted: Christine Flannigan, Administrative/HR Assistant*



# CITY OF GRAND RAPIDS

## Minutes - Final - Final Public Utilities Commission

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Wednesday, November 15, 2017

4:00 PM

Conference Room of Public Utilities Service Center

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### CALL TO ORDER

*A Special Meeting/Work Session of the Grand Rapids Public Utilities Commission was held on Wednesday, November 15, 2017 at 4:00 PM in the Conference Room 112 of the Public Works/Public Utilities Service Center located at 500 SE 4th Street.*

### CALL OF ROLL

**Present** 4 - President Stephen Welliver, Secretary Greg Chandler, Commissioner Glen Hodgson, and Commissioner Tom Stanley

**Absent** 1 - Commissioner Rick Blake

*Others Present: General Manager Kennedy, Finance Manager Betts, Electric Department Manager Goodell, Water/Wastewater Collection/Safety Manager Doyle, Wastewater Treatment Department Manager Mattson, Administrative/ HR Assistant Flannigan, Attorney Bengtson, and Allen Richardson, Minnesotans for Pipeline Cleanup.*

17-0820

Acknowledge publication and posting of the meeting date, time and purpose.

*President Welliver acknowledged the posting of the special meeting/work session date, time and purpose.*

### ADMINISTRATION

17-0822

Review the Preliminary 2018 Budget.

*The General Manager reviewed the 2018 preliminary operational budgets with the Commission. The Department Managers reviewed their respective 2018 preliminary capital budgets with the Commission. Discussion followed. No action was taken at this time. The Commission will continue to review the Preliminary 2018 Budget at a special meeting/work session on Thursday, December 7, 2017 at 12:00 Noon.*

17-0818

Discuss Enbridge Energy Line #3 Deactivation Plan within the Grand Rapids Wellhead Protection Area.

*Discussion was held on the Enbridge Energy Line #3 Deactivation Plan within the Grand Rapids Wellhead Protection Area. No action was taken at this time. The item will be placed on the agenda for the Regular Commission meeting on Wednesday, November 22, 2017 at 2:00 PM. The comments are due to the MN Department of Commerce by 4:30 PM on November 22, 2017.*

**ADJOURNMENT**

*A special meeting/work session to continue discussion on the preliminary 2018 Budget was scheduled on Thursday, December 7, 2017 at 12:00 Noon in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.*

*By call of the chair, the work session was declared adjourned at 5:12 PM.*

*Respectfully submitted: Christine Flannigan, Administrative/HR Assistant*



# CITY OF GRAND RAPIDS

## Minutes - Final - Final Public Utilities Commission

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Wednesday, November 22, 2017

2:00 PM

Conference Room of Public Utilities Service Center

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### 1 CALL TO ORDER

*A regular meeting of the Grand Rapids Public Utilities Commission was held on Thursday, November 22, 2017 at 2:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.*

### 2 CALL OF ROLL

**Present** 5 - President Stephen Welliver, Secretary Greg Chandler, Commissioner Glen Hodgson, Commissioner Tom Stanley, and Commissioner Rick Blake

*Others Present: General Manager Kennedy, Finance Manager Betts, Electric Department Manager Goodell, Water/Wastewater Collection/Safety Manager Doyle, Wastewater Treatment Department Manager Mattson, Administrative/ HR Assistant Flannigan, Attorney Bengtson.*

### 3 17-0816

Acknowledge posting of the change in the regular meeting date and time.

*President Welliver acknowledged the proper posting of the change in the regular meeting date and time.*

**Received and Filed**

### 4 APPROVAL OF MINUTES

#### 4.a. 17-0823

Consider approving the minutes of the October 18, 2017 regular meeting, the October 24, 2017 special meeting, and the October 25, 2017 special meeting.

**A motion was made by Commissioner Glen Hodgson, seconded by Commissioner Tom Stanley, to approve the minutes of the October 18, 2017 regular meeting, the October 24, 2017 special meeting, and the October 25, 2017 special meeting. The motion PASSED by an unanimous vote.**

### 5 CITY TREASURER'S REPORT AND INVESTMENT ACTIVITY REPORT

#### 5.a. 17-0831

Consider approving the City Treasurer's Report and Investment Activity Report for October 2017.

*Finance Manager Betts reviewed the City Treasurer's Report and Investment Activity Report for October 2017 with the Commission.*

**A motion was made by Secretary Greg Chandler, seconded by Commissioner Glen Hodgson, to approve the City Treasurer's Report and Investment Activity Report for October 2017. The motion PASSED by an unanimous vote.**

**6 PUBLIC FORUM**

*Itasca Clean Energy Team Members Bill Schnell, Nick Eltgroth and Simon Gretton were present to offer an invitation to the Public Utilities Commission and staff members to attend the Grand Rapids Solar Garden Community Forum on Monday, December 4, 2017 from 1:00-4:00 PM in the Stender Community Room at the Blandin Foundation.*

*Also present to observe without comment were Loren Solberg and Laura Kircher.*

**7 COMMISSION REPORTS**

*Commissioner Blake attended the 2017 Coalition of Greater Minnesota Cities (CGMC) Fall Conference last week in Alexandria, MN. He reported on the environmental action fund advocating for cities and utilities in the effort to prevent water pollution while working with limited financial resources. Manager Mattson noted that the GRPUC is a member of the Minnesota Environmental Science & Economic Review Board (MESERB) which is a co-partner with the CGMC advocating for the utility in this effort.*

**8 ADMINISTRATION****8.a. 17-0839 October 2017 Administrative Updates.**

*General Manager Kennedy reviewed the October 2017 Administrative updates with the Commission, including the October 2017 Wholesale Electric Service Cost. A notice of a possible quorum of the Commission has been posted for the Grand Rapids Solar Garden Community Forum on Monday, December 4, 2017 from 1:00-4:00 PM in the Stender Community Room at the Blandin Foundation. A Special Commission meeting has been scheduled and notice has been posted for Thursday, December 7, 2017 at 12:00 Noon to continue discussions on the 2018 budget.*

**Received and Filed**

**8.b. 17-0838 Consider confirmation of filling the vacancy for the WWTF Operator position with Mr. Travis Ross.**

**A motion was made by Commissioner Tom Stanley, seconded by Commissioner Glen Hodgson, to approve confirmation of filling the vacancy for the WWTF Operator position with Mr. Travis Ross. The motion PASSED by an unanimous vote.**

**8.c. 17-0840 Consider authorizing President Welliver to sign and staff to submit the letter to the Department of Commerce regarding the Enbridge Line #3 deactivation plan within the Grand Rapids Wellhead Protection Area.**

**A motion was made by Commissioner Rick Blake, seconded by Commissioner Tom Stanley, to authorize President Welliver to sign and staff to submit the letter, as presented, to the Department of Commerce regarding the Enbridge Line #3 deactivation plan within the Grand Rapids Wellhead Protection Area. The motion PASSED by an unanimous vote.**

**9 ACCOUNTING AND FINANCE**

- 9.a. 17-0832 Review the Accounting and Finance Operations Report for October 2017.
- Finance Manager Betts reviewed the Accounting and Finance Operations Report for October 2017 with the Commission.*
- Received and Filed**

## 10 ELECTRIC DEPARTMENT

- 10.a. 17-0834 Review the Electric Department Operations Report for October 2017.
- Electric Department Manager Goodell reviewed the Electric Department Operations Report for October 2017 with the Commission.*
- Received and Filed**

- 10.b. 17-0837 Request authorization for sale of non-AMI electric meters.
- Pursuant to a request for quotes for the sale of non-AMI electric meters due to replacement of these meters during the Automated Metering Infrastructure (AMI) conversion project, the following quotes were received:  
T and D Surplus, Baldwinsville, NY-\$4,000.00  
Utility Services of the Americas, Lancaster, NY-\$1,634.00.  
The Engineer's estimate was \$3,575.00. Electric Department Manager Goodell requested the sale of meters to T and D Surplus, as quoted.*
- A motion was made by Secretary Greg Chandler, seconded by Commissioner Glen Hodgson, to authorize the sale of non-AMI electric meters to T and D Surplus in the amount of \$4,000.00. The motion PASSED by an unanimous vote.**

## 11 WASTEWATER TREATMENT FACILITY OPERATIONS

- 11.a. 17-0836 Review the Wastewater Treatment Facility Operations Report for October 2017.
- Wastewater Treatment Department Manager Mattson reviewed the Wastewater Treatment Facility Operations Report for October 2017 with the Commission.*
- Received and Filed**

## 12 WATER AND WASTEWATER COLLECTION

- 12.a. 17-0833 Water and Wastewater Collection Operations Report October 2017.
- Water/Wastewater Collection/Safety Manager Doyle reviewed the Water and Wastewater Collection Operations Report for October 2017 with the Commission.*
- Received and Filed**

## 13 SAFETY



- 13.a 17-0835 Safety Report October 2017.

*Water/Wastewater Collection/Safety Manager Doyle reviewed the Safety Report for October 2017 with the Commission.*

**Received and Filed**

#### 14 DISCUSSION AND CORRESPONDENCE

- 14.a. 17-0828 Minnesota Section-American Water Works Association (MN-AWWA) Northwest District Water Operator School, October 24 - 26, 2017, Bemidji, MN-Robert Larson.

**Received and Filed**

#### 15 CLAIMS FOR PAYMENT

- 15.a. 17-0779 Howden Roots, LLC - Blower #1 Rebuild Project - Final Pay Request in the amount of \$176,141.25

**A motion was made by Secretary Greg Chandler, seconded by Commissioner Glen Hodgson, to approve the Final Pay Request from Howden Roots, LLC for the Blower #1 Rebuild Project in the amount of \$176,141.25. The motion PASSED by an unanimous vote.**

- 15.b 17-0827 Short Elliot Hendrickson, Inc. (SEH)-Invoice#341097 in the amount of \$225.00.

**A motion was made by Commissioner Stanley, seconded by Commissioner Blake, to approve payment of Invoice #341097 to Short Elliot Hendrickson, Inc. (SEH) in the amount of \$225.00. The motion carried by the following vote.**

**Aye:** 4 - President Stephen Welliver, Secretary Greg Chandler, Commissioner Tom Stanley, and Commissioner Rick Blake

**Abstain:** 1 - Commissioner Glen Hodgson

#### 16 VERIFIED CLAIMS

- 16.a. 17-0819 Consider approving verified claims for October 2017.  
Computer Check Register \$1,256,866.10  
Manual Check Register \$ 464,942.46

**A motion was made by Commissioner Tom Stanley, seconded by Commissioner Rick Blake, to approve the verified claims for October 2017 in the amount of \$ 1,721,808.56. (Computer Check Register \$ 1,256,866.10 and Manual Check Register \$ 464,942.46). The motion PASSED by an unanimous vote.**

**17 ADJOURNMENT**

*A Special Commission meeting is scheduled for Thursday, December 7, 2017 at 12:00 Noon to continue discussions on the 2018 budget.*

*The next regular Commission meeting is Wednesday, December 13, 2017 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.*

*By a call of the chair, the meeting was adjourned at 2:46 PM.*

*Respectfully submitted: Christine Flannigan, Administrative/HR Assistant.*



# CITY OF GRAND RAPIDS

## Minutes - Final - Final Public Utilities Commission

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Wednesday, November 22, 2017

12:00 PM Conference Room of Public Utilities Service Center

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### CALL TO ORDER

*A Special Meeting/Work Session of the Grand Rapids Public Utilities Commission was held on Wednesday, November 22, 2017 at 12:00 Noon in the Conference Room 112 of the Public Works/Public Utilities Service Center located at 500 SE 4th Street.*

### CALL OF ROLL

**Present** 5 - President Stephen Welliver, Secretary Greg Chandler, Commissioner Glen Hodgson, Commissioner Tom Stanley, and Commissioner Rick Blake

*Others Present: General Manager Kennedy, Electric Department Manager Goodell, Finance Manager Betts, Administrative/ HR Assistant Flannigan, and Mark Zimmerman, President/CEO-Itasca Economic Development Corporation (IEDC).*

17-0851

Acknowledge publication and posting of the meeting date, time and purpose.

*President Welliver acknowledged the posting of the special meeting/work session date, time and purpose.*

### ADMINISTRATION

17-0850

Discuss the proposed Tioga Substation Project.

*Discussion was held on the potential need and funding options for the proposed substation.*

### ADJOURNMENT

*By call of the chair, the work session was declared adjourned at 1:10 PM.*

*Respectfully submitted: Christine Flannigan, Administrative/HR Assistant*



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0953      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Community Development  
**File created:** 12/14/2017      **In control:** City Council  
**On agenda:** 12/20/2017      **Final action:**  
**Title:** Review and consider approval of a Memorandum of Understanding with Independent School District #318 (ISD).  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Memorandum of Understanding \(final\).pdf](#)

Date	Ver.	Action By	Action	Result
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Review and consider approval of a Memorandum of Understanding with Independent School District #318 (ISD).

### **Background Information:**

For several months staff has been working with the Elementary Facilities Taskforce (EFT) in their effort to identify potential locations for two new elementary schools that will be the subject of an April 2018 referendum. In that effort, the EFT has given consideration to many site attributes, including but not limited to: site size requirements imposed by the Minnesota Department of Education, access to infrastructure, transportation networks, zoning and future land use priorities, potential shared use of existing recreation facilities, and the geographic distribution of the student population.

Their search revealed that relatively few properties possess the desired or required characteristics. They gave their consideration to those options and have recommended to the ISD Board two sites that involve property owned by the City.

The first site is a 19 acre portion of a 45 acre site at the northeast corner of the intersection of Golf Course Rd. and County Rd. 76.

The second site is a 6 acre portion of the southwestern corner of the Sports Complex near the Middle School, generally in the area of the current soccer field and playground equipment. This site would also involve shared use (City & ISD) of the existing parking lot.

A unique aspect of the Sports Complex site is that it is encumbered by the terms of a Minnesota DNR grant, obtained by the City for the initial development of the Sports Complex. In general, the terms of that grant require that if any portion of the park is no longer used exclusively for park purposes, the City must acquire additional park land of equal value as a replacement.

The City retained the services of Wellson Group and ISD shared in the cost of the preparation a broker's opinion of value for these parcels as well as the former Riverview School site and the Forest Lake School site which are not needed for future ISD plans and which the City's *Comprehensive Plan* suggests housing as a future compatible use.

With the Wellson report, City staff, ISD consultants and ISD staff have been engaged in developing the framework for a transaction that is in the best interest of both the City and ISD. The objectives of the City, represented by staff in these discussions, have been:

- To further the City *Comprehensive Plan* goal of “Educational Excellence for all” by partnering with ISD in their effort to provide elementary facilities that meet the needs of our community.
- To further the City *Comprehensive Plan* goal to “Facilitate the development of a diverse housing stock”
- To receive compensation for City owned assets, through sale or trade, which is at a minimum equal to their fair market value.
- To minimize or eliminate any out of pocket expense for the City.

City staff also discussed the City’s desire to transfer ownership of the Legion baseball field to ISD. The revenue from leases with ISD and other entities has historically fallen far short of the City’s expense in maintaining the field. That reality, together with benefit and primary users of the field extending beyond the City tax base, has led the City look to this as an equitable solution.

The Memorandum of Understanding outlines the framework for the proposed transactions and future steps, which are:

- ISD would purchase from the City the 6 acre tract within the Sports Complex. The purchase price for that parcel that would be based on an appraised value of both the 6 acre tract and the parking lot together with all transactional expenses such as appraisals, title work, etc. The estimate of that purchase price is \$301,530. The purchase would also involve the City granting ISD use of the existing parking facilities.
- The City would use the proceeds from that sale to purchase the replacement park land, somewhere within the City, as required by the Minnesota DNR grant.
- The City would trade a 19 acre portion of the Golf Course Rd. property in exchange for both the ISD former Riverview School site and the Forest Lake School site in a cleared condition (demolition complete). The estimated values of these properties are approximately equivalent, according to the Wellson report, and would allow this trade to occur with no monies exchanged.
- The City and ISD agreement to share in the cost of utility extensions in an equitable manner.
- The sale of the Sport Complex site and the exchange of the Golf Course Rd., Riverview and Forest Lake sites would only advance if the planned referendum passes.
- The City and ISD will work on the resolution of the Legion baseball field ownership over the next 12 months, regardless of the outcome of the referendum.

ISD would like to include this Memorandum of Understanding in their submittal to the Minnesota Department of Education, which is due next month.

**Requested City Council Action**

Adopt a motion approving a Memorandum of Understanding with Independent School District #318 (ISD).

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into this 8<sup>th</sup> day of January 2018 between the City of Grand Rapids, Minnesota and the Independent School District #318.

By way of compromise, both parties have agreed to enter into this Memorandum of Understanding.

Now therefore, the parties agree as follows:

The City of Grand Rapids will transfer deed for 6 acres at the Sports Complex along with a joint use agreement for the parking lot. The estimated cost to Independent School District #318 to be \$301,530, with more accurate numbers arrived at using updated appraisals.

Independent School District #318 will transfer deed of the former Riverview School and the Forest Lake School (site to be cleared by School District) to the City of Grand Rapids. The City of Grand Rapids will transfer deed for 19 acres on the Golf Course Road. It is estimated that no monies will be exchanged for this transaction.

It is the intent of both entities to enter into the proper legal documents and exchange necessary monies, only if the bond referendum for Independent School District #318 passes and, therefore, allows the plans to move forward toward execution.

It is also agreed that the City of Grand Rapids and Independent School District #318 will cooperate in an effort to fairly share costs of utilities and infrastructure costs as per recent cooperative meetings between the City of Grand Rapids staff and Independent School District #318 staff and consulting team.

It is also agreed that the City of Grand Rapids and Independent School District #318, will work on the resolution of the Legion Park baseball field ownership, over the next 12 months, regardless of the outcome of the bond referendum.

This Memorandum of Understanding was entered into this \_\_\_\_ day of January 2018.

City of Grand Rapids, Minnesota

Independent School District #318

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0904      **Version:** 1      **Name:** Consider amended Employment Agreement for Bob Cahill, Director of Golf.  
**Type:** Agenda Item      **Status:** Administration Department  
**File created:** 12/5/2017      **In control:** City Council  
**On agenda:** 12/20/2017      **Final action:**  
**Title:** Consider amended Employment Agreement for Bob Cahill, Director of Golf.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Proposed Cahill Employment Agreement 2018.docx](#)

Date	Ver.	Action By	Action	Result
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Consider amended Employment Agreement for Bob Cahill, Director of Golf.

**Background Information:**

Bob Cahill, Director of Golf, has had an Employment Agreement with the City of Grand Rapids since May 8, 1998. The agreement was amended on August 24, 2009 to provide Mr. Cahill with \$2,000 to be applied toward a life insurance policy, which would be considered as taxable income. We have once again reviewed the employment agreement, and are making recommended changes, which include:

1. Removing language that indicates hours worked; this is an exempt position where hours shouldn't be tracked; and
2. Increasing the salary to \$71,792.31 and requiring a lease payment in the amount of \$5,346.00 with an increase of \$0.25/sf annually from Mr. Cahill for the used of the Pro Shop; and
3. Updating the benefits section.

**Staff Recommendation:**

City Administrator Tom Pagel, Finance Director Barb Baird, and Human Resources Director Lynn DeGrio are recommending the changes to the Employment Agreement between the City of Grand Rapids and Director of Golf, Bob Cahill.

**Requested City Council Action**

Make a motion to enter into the amended Employment Agreement between the City of Grand Rapids and Director of Golf Bob Cahill effective January 1, 2018.



## **EMPLOYMENT AGREEMENT**

### **CITY OF GRAND RAPIDS** **DIRECTOR OF GOLF**

THIS EMPLOYMENT AGREEMENT, entered into this \_\_\_\_\_1st day of \_\_\_\_\_,  
January, 20172018, by and between the CITY OF GRAND RAPIDS, hereinafter referred to as  
“City,” and ROBERT CAHILL, hereinafter referred to as “Cahill.”

#### **RECITALS**

WHEREAS, City wishes to retain the services of a Director of Golf at Pokegama Golf Course to perform duties more particularly described in the job description attached hereto and incorporated herein by reference as Exhibit “A”; and

WHEREAS, Cahill has indicated that he is qualified and willing to accept and continue employment with City for the purpose of performing the duties of Director of Golf; and

WHEREAS, City and Cahill wish to set forth in this Employment Agreement the terms and conditions of employment of Cahill as Director of Golf and certain arrangements regarding his separate undertaking as operator of the Pro Shop, which is not a position of employment with the City;

NOW, THEREFORE, for good and valuable mutual consideration, and with the intent of being legally bound, City and Cahill agree as follows:

1. **EMPLOYMENT:** Upon the terms and conditions set forth in this Employment Agreement, City hereby employs Cahill, and Cahill accepts employment, as Director of Golf at Pokegama Golf Course. In addition to his employment duties as Director of Golf, Cahill shall be permitted to operate the Pro Shop within the Pokegama Golf Course Club House in accordance with the provisions of Paragraph 5 of this Employment Agreement. In his capacity as operator of the Pro Shop, Cahill is not an employee of the City of Grand Rapids.

2. **DUTIES:** Cahill shall perform the duties of Director of Golf as described in the Director of Golf job description, which is attached hereto and incorporated herein by

reference as Exhibit A, and such other legally permissible and proper duties and functions as City shall from time to time assign. City reserves the right to revise and update the Director of Golf job description periodically as City deems appropriate. As Director of Golf, Cahill shall be under the direct supervision of the ~~Golf Board~~City Administrator and ultimately accountable to the City Council of the City of Grand Rapids.

~~The Director of Golf is a full-time, salaried employment position consisting of 2080 hours of work per year less vacation time as approved by the Golf Board. Cahill shall devote his full-time employment efforts to the duties required of him as Director of Golf. He shall generally be in attendance at Pokegama Golf Course during normal business hours and shall periodically attend meetings after business hours, as necessary, in conjunction with his position of Director of Golf. It is understood that the position of Director of Golf requires that Cahill work an average of more than 40 hours per week during the operating months of Pokegama Golf Course and an average of slightly less than 40 hours per week during the non-operating months.~~

Cahill shall not engage in any activities outside City employment for which he would be compensated except with the advance approval of City, which approval shall not be unreasonably withheld. Cahill shall immediately disclose to the ~~Golf Board~~City Administrator any proposed outside activities for which he would be compensated in addition to his City employment. Provided, however, it is agreed that Cahill may operate the Pro Shop at Pokegama Golf Course Club House.

Cahill shall not engage in any activities outside City employment, whether or not for compensation, if such activities would unreasonably interfere with his required attendance at work or the performance of his duties pursuant to this Employment Agreement or would create or give the appearance of a conflict of interest with his employment with City.

3. **COMPENSATION:** In consideration of his performance of the duties of Director of Golf, Cahill shall be paid an annual salary of \_\_\_\_\_ retroactive to \_\_\_\_\_ \$71,081.49. Said salary shall be deemed earned and paid on a bi-weekly basis. Said salary constitutes Cahill's gross earnings and shall be subject to federal and state income tax withholding deductions, FICA and Medicare deductions, PERA deduction,

and such other deductions as may be legally required from time to time or as may be mutually agreed upon by Cahill and City.

The position of Director of Golf is an executive, exempt position under the Fair Labor Standards Act and shall not be eligible for cash overtime or compensatory time in addition to the salary amount stated herein.

~~Cahill's shall be entitled to request review of his salary by City on an annual basis, with any salary adjustment to be effective January 1 of the following year shall be reviewed when all other non-represented full-time employees are reviewed.~~ City agrees that Cahill, at his option, may treat a reduction in his annual salary as a termination of this Employment Agreement by City.

4. **BENEFITS:** In consideration of his performance of the duties of Director of Golf, Cahill shall be entitled to the ~~following fringe benefits~~ same benefits of a non-represented full-time employee with the following exceptions:

- a. ~~Health Insurance: City shall pay the full single premium and 80% of the additional premium cost of family dependent coverage under a policy of group health and hospitalization insurance purchased by City for all eligible City employees. Cahill will also have dental coverage provided to him identical to that provided to all non-represented employees.~~
- b. ~~Life Insurance: City shall pay the premium for a policy of life insurance on Cahill with a benefit amount of \$10,000 and an accidental death and disability (AD&D) rider in the amount of \$10,000.~~
- c. **Short-Term Disability Protection:** Cahill shall be entitled to maintain his salaried status for a period of up to ninety (90) calendar days of continuous disability per incident of disability.
- d. ~~EMB/FTO: Cahill shall not receive or accrue EMB or FTO.~~
- d. ~~Retirement: City shall make statutorily required contributions to PERA based on Cahill's salary as Director of Golf.~~
- e. ~~Matching-Deferred Post Employment Healthcare Savings Compensation Plan: Commencing \_\_\_\_\_, January of each year, shall receive from the City the amount of \$2,000 to be applied toward a life insurance policy. Said payment shall be considered as taxable income for federal income tax purposes and included as such on Cahill's Form W-2 shall deposit \$2,000 into a Post Employment Healthcare Savings account in Cahill's name.~~

Except as expressly set forth in this Paragraph 4, Cahill shall not be entitled to the benefits set forth in the City of Grand Rapids Personnel Policies.

5. **PRO SHOP:** As an independent contractor, Cahill shall ~~be entitled to receive~~ freecompensate the City \$5,346 annually for use of space and certain fixtures in order to operate a Pro Shop at Pokegama Golf Course, including sale of golf merchandise, club rental, storage, cleaning and repair, and golf instructional lessons. Rent is based on 351 SF at \$15.23/SF. Rent shall increase \$0.25/SF annually. Rent payments shall be in 1/12 installments paid monthly, on the effective date of this agreement. Cahill shall establish the hours of operation of the Pro Shop subject to the right of City to establish minimum hours of operation. Cahill shall purchase for his own account inventory for the Pro Shop, shall exclusively determine the types and quantities of merchandise available for sale and the pricing thereof, and shall be exclusively responsible for profits, losses, damage or shrinkage relating to inventory. Cahill shall also determine the services to be offered at the Pro Shop, subject to City's right to determine minimum range of services to be offered. Cahill shall have use of the driving range when providing golf lessons. City shall not authorize any other individual to operate a Pro Shop, including the Pro Shop services and activities listed this Paragraph, during the term of this Employment Agreement.

City and Cahill may mutually agree that revenues from Pro Shop sales and services shall be collected through City's cash register. City shall then reimburse Cahill for cash proceeds received by City from Pro Shop sales, provided that City shall not be obligated to reimburse Cahill for checks which are not honored and paid or charge sales, including credit card charges, for which City does not receive cash payment.

Income received by Cahill from operation of the Pro Shop is not income from City employment. City shall not be obligated to withhold federal or state income taxes, FICA, PERA, or any other payroll withholdings from said income.

Cahill shall hold harmless, indemnify and defend City against any and all claims, damages, losses or judgments against City arising out of merchandise sold or services provided by Cahill through the Pro Shop. Cahill shall obtain and keep in force a policy of comprehensive general liability insurance, which policy shall name City as an additional insured, with limits of liability not less than City's maximum limits of liability as set forth in Minn. Stat. Sec. 466.04.

Cahill shall keep on file at the office of the City Clerk a current certificate of insurance evidencing that said policy is in full force and effect and providing that City shall receive 30 days' advance notice prior to cancellation of said policy.

6. **TERMINATION OF AGREEMENT:** City may terminate this Employment Agreement and Cahill's employment with City with or without cause by notifying Cahill on or before July 1 of a calendar year, with termination to be effective December 31 of the same calendar year. Cahill shall continue his employment until the effective date of termination or City shall pay him his salary to the date of termination as severance pay, said decision being at the discretion of City. In addition, City may terminate Cahill's employment at any time for just cause.

Cahill shall notify City on or before July 1 of any calendar year of intent to voluntarily terminate his employment with City, with said termination to be effective as of December 31 of the same calendar year, unless a lesser amount of notice time is agreed to by City. Until the effective date of Cahill's voluntary termination pursuant to the terms of this paragraph, City shall allow him to continue his employment or may pay him his salary to the effective date of termination as severance pay, said decision being at the discretion of the City.

City and Cahill agree to negotiate for the purchase by City from Cahill or Cahill's remaining Pro Shop inventory in the event of termination of his Employment Agreement by City. However, City shall not be obligated to purchase any of Cahill's inventory.

7. **PERSONNEL POLICIES:** The City of Grand Rapids Personnel Policies shall ~~not~~ apply to the employment relationship between Cahill and City except as expressly referenced in this Employment Agreement.

8. **GENERAL PROVISIONS:**

a. **Notices:** All notices, requests and demands given to or made pursuant to this Employment Agreement shall be in writing and personally delivered or mail, postage prepaid, as follows:

To City: City of Grand Rapids  
c/o City Administrator

Grand Rapids City Hall  
420 No. Pokegama Ave.  
Grand Rapids, MN 55744

-and-

Chairman, Pokegama Golf Course Board  
Grand Rapids City Hall  
420 No. Pokegama Ave.  
Grand Rapids, MN 55744

To Cahill: Mr. Bob Cahill, Director  
~~Pokegama Golf Course~~  
~~3910 Golf Course Road~~ 18 Horseshoe Drive  
Grand Rapids, MN 55744

b. Complete Agreement: This Employment Agreement contains the complete terms and conditions and full consideration agreed to by the parties. This written Employment Agreement supersedes any other prior negotiations, writings or oral agreements. Any amendments to this Employment Agreement shall be in writing, mutually agreed upon by both parties, and duly executed by Cahill and City pursuant to resolution of the City Council and shall be attached to the original of this Employment Agreement and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Employment Agreement to be executed the day and year first above written.

CITY OF GRAND RAPIDS

ROBERT CAHILL

By: \_\_\_\_\_  
Its Mayor

\_\_\_\_\_

By \_\_\_\_\_  
Its City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0937      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Administration Department  
**File created:** 12/8/2017      **In control:** City Council  
**On agenda:** 12/20/2017      **Final action:**  
**Title:** Consider making appointments to Boards & Commissions, term to begin January 1, 2018.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider making appointments to Boards & Commissions, term to begin January 1, 2018.

**Background Information:**

As of December 31st, the following boards and commissions will have member terms that expire.

Airport Advisory Board - 1 three year term

Arts & Culture Commission - 3 three year terms and 1 unexpired term through December 31, 2018

Library Board - 3 three year terms (2 residents/1 non-resident)

Police Advisory Community Board - 3 three year terms and 1 unexpired term through December 31, 2018

Applications or request for reappointment have been received and by the following:

Airport Advisory Board: Bill Zeige

Dan Erkkila (incumbent)

Arts & Culture Commission: Tasha Connelly

John Connelly (incumbent)

Myrna Peterson (incumbent)

Kayla Schubert

Library Board: Rick Blake

Gayle Adams - resident

Dennis Jerome - resident (incumbent)

Cyndy Martin - non-resident township

Randy McCarty - non-resident (incumbent)

Susan Zeige - resident (incumbent)

Police Advisory Commission Board: Dale Christy

Gayle Adams

Joseph Barrick

Charles Burress (incumbent)

Jackie Dowell (incumbent)

John Nalan (incumbent)

Megan Phillips

**Staff Recommendation:**

Following review, appoint applicants to boards and commissions.

**Requested City Council Action**

Make a motion to appoint members to specified Boards & Commissions with noted term expirations.





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0946      **Version:** 1      **Name:** Consider approving the 2018-2019 Public Works Bargaining Agreement.

**Type:** Agenda Item      **Status:** Administration Department

**File created:** 12/14/2017      **In control:** City Council

**On agenda:** 12/20/2017      **Final action:**

**Title:** Consider approving the 2018-2019 Public Works Bargaining Agreement.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [FINAL 2018-2019 Public Works CBA \(ready for signing\)](#)  
[2018-2019 PW WAGE SCHEDULE](#)

Date	Ver.	Action By	Action	Result
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Consider approving the 2018-2019 Public Works Bargaining Agreement.

**Background Information:**

We have concluded labor negotiations with the Public Works represented employees, and we have tentatively agreed with the attached proposal. The essential components of the agreements are:

**WAGES**

- 2018 - 0% wage increase\*
- 2019 - 2% wage increase

\* In 2018, the classifications and wage rates for Maintenance I and II positions are being adjusted. In 2018, all other employees/job classifications listed above, excluding the Maintenance I & II positions will receive a one-time lump sum payment of \$1,000 payable on the first full payroll in January 2018.

**CITY'S CONTRIBUTION TO EMPLOYEE GROUP INSURANCE PREMIUM (49ers Plan)**

- 2018 - \$1,375
- 2019 - \$1,450

**FLEXIBLE TIME OFF**

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

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	25	200	7.69
After the 14th anniversary	30	240	9.23

**CENTRAL PENSION FUND**

Local 49 members are allowed to contribute their own funds into the Local 49 Central Pension Fund in accordance with the Letter of Understanding executed between the City and the Union. If the union members would like to change the hourly contribution outlined in the Letter of Understanding, it will notify the City of such change, and the Union and the Employer will work together to implement member approved changes as soon as it is practicable. The Letter of

Understanding will be updated when such changes occur.

**Staff Recommendation:**

City Administrator Tom Pagel, Finance Director Barb Baird, and Human Resources Director Lynn DeGrio are recommending the approval of the 2018-2019 Public Works Bargaining Agreement.

**Requested City Council Action**

Consider approving the Collective Bargaining Agreement By and Between the City of Grand Rapids and International Union of Operating Engineers, Local No. 49 (Public Works Union) and authorize the Mayor and City Administrator to execute the agreement.

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF GRAND RAPIDS**

**AND**

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

**PUBLIC WORKS**

**January 1, 2018 – December 31, 2019**

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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 ~~pay~~” 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 their 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/FAIR SHARE**

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. Fair Share Fee. All employees who are not members of the exclusive representative may be required by said exclusive representative 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. 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, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the Employer pending a decision by the Bureau of Mediation Services.

Section 5.3. 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) week's 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's 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 work week.
- 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 the se 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.

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

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

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

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

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

## **ARTICLE 9 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 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 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 this

Agreement. The employee shall have the right to return to his/her prior position ~~without posting~~ 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 Union 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**

<b>COMPLETED YEARS OF EMPLOYMENT</b>	<b>Days per year</b>	<b>Hours per year</b>	<b>Hours per 80 hour pay period</b>
<b>Hire date through 4<sup>th</sup> anniversary</b>	<b>23</b>	<b>184</b>	<b>7.0769</b>
<b>After the 4<sup>th</sup> anniversary through the 9<sup>th</sup></b>	<b>30</b>	<b>240</b>	<b>9.2320</b>
<b>After the 9<sup>th</sup> anniversary through the 14<sup>th</sup> anniversary</b>	<b>35</b>	<b>280</b>	<b>10.7692</b>
<b>After the 14<sup>th</sup> anniversary</b>	<b>39</b>	<b>312</b>	<b>12.</b>

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

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

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

**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 late, 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 ~~to~~ 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, 2012, an employee in the position of Mechanic or Lead Mechanic, who has completed the required probationary period, shall be provided \$200.00 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 1<sup>st</sup> 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 in accordance with the Letter of Understanding executed between the City and the Union. If the Union members would like to change the hourly contribution outlined in the Letter of Understanding, it will notify the City of such change, and the Union and the Employer will work together to implement member approved changes as soon as it is practicable. The Letter of Understanding will be updated when such changes occur.

**ARTICLE 22**  
**DURATION OF CONTRACT**

Except as otherwise provided, this Agreement shall continue in effect and in force through December 31, 2019. Either party shall have the right to give written notice to the other party one hundred twenty (120) days prior to January 1, 2020, 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  
Bldg./Airport Lead  
SW Specialist  
Janitor

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) and HRA a combined amount per month, up to but not to exceed, \$1,375 for 2018 and \$1,450 for 2019. The Employer contribution to the HRA as provided herein shall be the difference between the maximum combined Employer contribution stated above in this paragraph and the Employer contribution to the cost of the insurance premium for health and medical insurance coverage for those employees participating in the Union-designated 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.



## 2018-2019 PUBLIC WORKS WAGE SCHEDULE

		JANITOR AND MAINTENANCE II ONLY			LONGER
Effective 1/1/2018 (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
Janitor	11.97	13.47	14.22	14.97	15.22
Maintenance I	20.41	21.61	22.81	24.01	
Maintenance II	24.84				25.09
Mechanic	25.35				25.60
Bldg/Airport Lead	25.35				25.60
ROW Leadperson	26.25				26.50
SW Specialist	26.25				26.50
Lead Mechanic	26.58				26.83
Effective 1/1/2019 (2.0%)					
Janitor	12.21	13.74	14.50	15.27	15.52
Maintenance I	20.82	22.04	23.27	24.49	
Maintenance II	25.34				25.59
Mechanic	25.86				26.11
Bldg/Airport Lead	25.86				26.11
ROW Leadperson	26.78				27.03
SW Specialist	26.78				27.03
Lead Mechanic	27.11				27.36

\*\* In 2018, the classifications and wage rates for Maintenance I and II positions are being adjusted. In 2018, all other employees listed above, excluding the Maintenance I & II positions, will receive a one-time lump sum payment of \$1000 payable on the first payroll in January 2018.

When the Public Works Director and ROW Leadperson are both unavailable to provide supervision, if designated by management shall be assigned to a street department crew. The lead person shall receive a One Dollar and twenty-five cents (\$1.25) per hour those hours spent working as a lead person. Such appointment shall be predicated upon criteria established by the City.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0947      **Version:** 1      **Name:** Consider approving the 2018-2019 Library Union Bargaining Agreement.  
**Type:** Agenda Item      **Status:** Administration Department  
**File created:** 12/14/2017      **In control:** City Council  
**On agenda:** 12/20/2017      **Final action:**  
**Title:** Consider approving the 2018-2019 Library Union Bargaining Agreement.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider approving the 2018-2019 Library Union Bargaining Agreement.

**Background Information:**

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

WAGES

- 2018 - 1% wage increase\*
- 2019 - 2% wage increase

\*In 2018 all employees will receive a one-time lump sum payment of \$600 payable on the first full payroll in January 2018.

CITY'S CONTRIBUTION TO EMPLOYEE GROUP INSURANCE PREMIUM (49ers Plan)

- 2018 - 100%
- 2019 - 100%

FLEXIBLE TIME OFF

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

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	25	200	7.69
After the 14th anniversary	30	240	9.23

HOLIDAYS

Delete the 1/2 day floater holiday and replace it with a 1/2 day holiday on the Saturday after Thanksgiving.

**Staff Recommendation:**

City Administrator Tom Pagel, Finance Director Barb Baird, and Human Resources Director Lynn DeGrio are recommending the approval of the 2018-2019 Public Works Bargaining Agreement.

**Requested City Council Action**

Consider approving the Collective Bargaining Agreement By and Between the City of Grand Rapids and American Federation of State, County and Municipal Employees, Local No. 3456A and authorize the Mayor and City Administrator to execute the agreement.

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF GRAND RAPIDS**

**AND**

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

**LIBRARY**

**January 1, 2018 – December 31, 2019**

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## **PREAMBLE**

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

## **ARTICLE 1 PURPOSE OF AGREEMENT**

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

## **ARTICLE 2 DEFINITIONS**

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

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

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

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

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

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

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

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

### **ARTICLE 3 RECOGNITION**

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

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

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

### **ARTICLE 4 UNION DUES, CHECK OFF**

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

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



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

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

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

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

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

## **ARTICLE 5 MANAGEMENT RIGHTS**

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

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

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

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

## **ARTICLE 6 SCHEDULING, HOURS OF WORK, PAYROLL**

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

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

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

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

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

Section 6.6 – Call Off. Unless notified otherwise at least one (1) hour in advance of the scheduled starting time, any employee who is scheduled to report for work and who reports as scheduled shall be assigned to at least three (3) hours of work. If not work is available or if the employee is excused from duty before completing three (3) hours of work, the employee shall be paid for three (3) hours at the employee’s applicable regular hourly rate of pay.

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

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

## **ARTICLE 7 OVERTIME**

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

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

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

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

## **ARTICLE 8 COMPENSATORY TIME**

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

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

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

## **ARTICLE 9 HOLIDAYS**

Section 9.1 – Holidays. Eligible employees shall receive time off with pay at the employee's

regular rate of pay for the following holidays:

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

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

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

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

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

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

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

## **ARTICLE 10 FLEXIBLE TIME OFF**

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

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

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

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

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

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

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

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

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

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

The City’s computerized payroll system is the official record for Flexible Time Off, Extended

Medical Benefit, and Personal Conversion Account balances.

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

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

<b>Days per Year</b>	<b>Hours Per Year</b>	<b>Hours Per 80 hour Pay Period</b>
4	32	1.2308

## **ARTICLE 11 LEAVES OF ABSENCE**

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

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

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

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

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

extension of the six (6) month leave will be granted or denied at the Employer's sole discretion.

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

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

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

## **ARTICLE 12 INSURANCE BENEFITS**

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

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

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

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

Section 12.4 – Employer's Obligation. The Employer's obligation under this Article is limited to the payment of the amount of the premiums specified. The Employer has no liability for the



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

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

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

## **ARTICLE 13 SENIORITY**

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

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

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

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

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

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

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

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

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

- 1) The employee voluntarily terminates employment;
- 2) The employee is discharged for cause;
- 3) The employee fails or refuses to return from a leave of absence at its stated dated of expiration;
- 4) The employee refuses to return to work from layoff on the date specified or on the date of recall;

- 5) The employee is laid off for either twenty-four (24) months or the length of the employee's continuous service since most recent date of hire, whichever is lesser;

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

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

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

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

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

## **ARTICLE 14 DISCIPLINE, RESIGNATION**

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

Section 14.2 – Resignation. An employee shall give the Employer at least two (2) weeks advance notice of intention to resign. Failure to give such notice shall result in forfeiture of any

payment for accumulated, unused flexible time off. Accrued flexible time off may not be used during the minimum notice period.

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

## **ARTICLE 15 GRIEVANCE AND ARBITRATION PROCEDURE**

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

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

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

Section 15.4 – Grievance Procedure. A grievance, as defined by Section 15.1, shall be resolved in conformance with the following procedure:

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

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

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

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

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

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

**Section 15.6 – Arbitration.** Unless a grievance is submitted to mediation in Step 3A, in order to submit the grievance to arbitration, the Union must submit to the Commissioner, Bureau of Mediation Services, State of Minnesota, within ten (10) days of the Step 3 answer, a request to furnish a list of seven (7) prospective arbitrators. From this list, each party shall in turn strike one name until only one name remains, and the last remaining individual shall be designated as

the arbitrator. The grieving party shall strike first. A hearing on the grievance shall be held promptly by the arbitrator and a decision shall be rendered within thirty (30) days after the close of the hearing. All expenses and costs of the arbitrator shall be shared and assessed equally to the parties. Each party shall be responsible for compensating its own representatives and witnesses.

Section 15.7 – Arbitrator Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties.

Section 15.8 – Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next Step within the specified time limit, or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance and appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The Employer and Union may mutually agree in writing to extend a time requirement for each step of the above grievance procedure.

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

Section 15-10 – Choice of Remedy. If, as a result of the written Employer response in Step 3 or mediation of Step 3A, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of this Article or another procedure such as, Veteran's Preference, or by the grievant instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted. If appealed to any procedure as provided in Step 4 of this Article, the grievance is not subject to the arbitration procedure as provided in Step 4 of this Article. The aggrieved grievant/employee shall indicate in writing which procedure is to be utilized – Step 4 of this Article or another appeal procedure – and shall sign a statement of the effect that the choice of any other procedure precludes the aggrieved employee from making an additional appeal through Step 4 of this Article. A grievant instituting any action or proceeding, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum, as described

herein, the employee shall waive his or her right to initiate a grievance to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall immediately be waived.

## **ARTICLE 16 MISCELLANEOUS**

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

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

## **ARTICLE 17 WAGES, CLASSIFICATIONS**

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

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

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

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

## **ARTICLE 19 COMPLETE AGREEMENT, SEPARABILITY**

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

Section 19.2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity make requests and proposals with

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

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

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

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

## **ARTICLE 20 TERM OF AGREEMENT**

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



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

**CITY OF GRAND RAPIDS**

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

By: \_\_\_\_\_  
Dale Adams, Mayor

By: \_\_\_\_\_  
Tim Hoshal, Staff Representative  
AFSCME Council 65

By: \_\_\_\_\_  
Tom Pagel, City Administrator

By: \_\_\_\_\_  
William Richter, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A**  
**UNION RECOGNITION – JOB CLASSIFICATIONS REPRESENTED**

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

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

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

LIBRARY UNION APPENDIX A-1: CLASSIFICATION AND RATES OF PAY CONTRACT 2018-2019						
	STEP 1 0-6 Months	STEP 2 7-12 Months	STEP 3 13-18 Months	STEP 4 19-24 Months	STEP 5 24 + Months	
<b>Effective 1/1/2018</b>	<b>1.0%</b>					
Public Svcs-Clerk I	15.97	16.41	16.85	17.30	17.74	
Public Svcs Clerk-Children's	18.35	18.86	19.37	19.88	20.39	
Public Svcs Clerk-Circulation	18.35	18.86	19.37	19.88	20.39	
Volunteer Coordinator	20.37	20.93	21.50	22.07	22.63	
Childrens Librarian	22.83	23.46	24.10	24.73	25.37	
Cataloging Technician	22.94	23.58	24.21	24.85	25.49	
Reference Librarian	23.08	23.68	24.36	25.00	25.64	
<b>Effective 1/1/2019</b>	<b>2.0%</b>					
Public Svcs-Clerk I	16.29	16.74	17.19	17.64	18.10	
Public Svcs Clerk-Children's	18.72	19.24	19.76	20.28	20.80	
Public Svcs Clerk-Circulation	18.72	19.24	19.76	20.28	20.80	
Volunteer Coordinator	20.78	21.35	21.93	22.51	23.09	
Childrens Librarian	23.29	23.93	24.58	25.23	25.87	
Cataloging Technician	23.40	24.05	24.70	25.35	26.00	
Reference Librarian	23.54	24.16	24.84	25.50	26.15	

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

\*\*\* In January 2018 each employee in the union will receive a one-time payment of merit pay in the amount of \$600.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0951      **Version:** 1      **Name:** Consider adjustment to Phased Retirement Agreement for Facilities Maintenance employee Ronald Edminster.

**Type:** Agenda Item      **Status:** Administration Department

**File created:** 12/14/2017      **In control:** City Council

**On agenda:** 12/20/2017      **Final action:**

**Title:** Consider adjustment to Phased Retirement Agreement for Facilities Maintenance employee Ronald Edminster.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider adjustment to Phased Retirement Agreement for Facilities Maintenance employee Ronald Edminster.

**Background Information:**

Ron Edminster, Facilities Maintenance, has been on the Phased Retirement Program since July 31, 2014. This program has provided a transition period for Ron's retirement as well as provides a benefit to the City while a replacement had been found.

Ron's current monthly salary is \$1,410.00, which was the PERA limit for 2017. We were also contributing \$2,000.00 per year into a Health Care Savings Plan. We are recommending his monthly salary be increased by \$2,000.00 per year in lieu of the funds he received in his Health Savings Account, now that he is no longer eligible to contribute to an HSA. The City does not provide health insurance, Flexible Time Off, Social Security Benefits, or overtime.

**Staff Recommendation:**

City Administrator Tom Pagel and Human Resources Director Lynn DeGrio are recommending increasing Ron's salary to \$1576.67 per month effective January 1, 2018.

**Requested City Council Action**

Make a motion to increase the salary for Facilities Maintenance employee Ronald Edminster from \$1,410.00 per month to \$1,576.67 per month effective January 1, 2018.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	17-0952	<b>Version:</b>	1	<b>Name:</b>	Consider Amendment to Employment Contract Agreement for City Administrator Tom Pagel.
<b>Type:</b>	Agenda Item	<b>Status:</b>			Administration Department
<b>File created:</b>	12/14/2017	<b>In control:</b>			City Council
<b>On agenda:</b>	12/20/2017	<b>Final action:</b>			
<b>Title:</b>	Consider Amendment to Employment Contract Agreement for City Administrator Tom Pagel.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Pagel Employment Agreement Amendment 2017</a>				

Date	Ver.	Action By	Action	Result
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Consider Amendment to Employment Contract Agreement for City Administrator Tom Pagel.

**Background Information:**

With the change in health insurance effective January 1, 2018, an amendment to the Employment Contract Agreement for City Administrator Tom Pagel is necessary. The current agreement states:

**5. PENSION PLAN.** Employer shall contribute to PERA as required by State law for Employee or an alternate pension plan as authorized by State law, if selected by Employee. Employer shall also contribute to any other benefit plans consistent with the benefits provided to other full-time, non-union employees of the Employer. **In addition, if Employee provided proof of medical insurance from a non-City plan and if Employee were to opt out of the City's insurance pool and received medical coverage elsewhere, City will provide Employee on a pro-rated monthly basis with the cost of Single Coverage (presently \$6,177 in yearly premiums and the \$2,000 HSA contribution) in lieu of the cost of Family Coverage (presently \$13,737 in yearly premiums and a yearly \$4,000 HSA contribution) if Employee wer to opt out of the City's insurance pool and received coverage elsewhere. It should be noted that these funds cannot be placed in a post-employment Health Care Savings Plan. These funds would have to be given to Employee as a stipend for his use and the same would be a taxable event for Employee. Employee has been made aware of this fact and does object to our opinion of how to hand the disbursement of these funds.**

The proposed amendment states:

**In addition, City will provide Employee on a pro-rated monthly basis with 2/3rds (67%) of the cost of a health insurance premium through the Operating Engineers Local No. 49 Health and Welfare Fund. It should be noted that these funds cannot be deposited in a post-employment Health Care Savings Plan. These funds shall be paid to Employee as a stipend for his use and the same would be a taxable event for Employee. Employee has been made aware of this fact and does not object to our opinion of how to handle the disbursement of these funds.**

**Staff Recommendation:**

**Requested City Council Action**

Make a motion to approve the Amendment to Employment Contract Agreement for Tom Pagel, City Administrator effective January 1, 2018.



AMENDMENT ~~24~~  
TO  
EMPLOYMENT CONTRACT AGREEMENT

This is an Amendment to the Employment Contract Agreement between the City of Grand Rapids, a Minnesota corporation ("Employer" or "City"), and Thomas J. Pagel ("Employee"), dated the ~~20th~~<sup>22nd</sup> day of ~~December~~ February, 201~~7~~<sup>6</sup>.

Formatted: Superscript

Due to the City changing health insurance providers Section 5. Pension Plan is amended as follows:

5. Pension Plan. Employer shall contribute to PERA as required by State law for Employee or an alternate pension plan as authorized by State law, if selected by Employee. Employer shall also contribute to any other benefit plans consistent with the benefits provided to other full-time, non-union employees of the Employer.

In addition, ~~if Employee were to opt out of the City's insurance pool and received medical coverage elsewhere, City will provide Employee on a pro-rated monthly basis with 2/3rds (67%) of the cost of a health insurance premium through the Operating Engineers Local No. 49 Health and Welfare Fund, in lieu of the cost of coverage of said fund if Employee were to opt out of the City's insurance pool and received coverage elsewhere.~~ It should be noted that these funds cannot be deposited in a post-employment Health Care Savings Plan. These funds shall be paid to Employee as a stipend for his use and the same would be a taxable event for Employee. Employee has been made aware of this fact and does not object to our opinion of how to handle the disbursement of these funds.

**IN WITNESS WHEREOF**, Employer has caused this Agreement to be signed and executed on its behalf of its Mayor and Employee has signed this Agreement, in duplicate, the day and year first written above.

**EMPLOYER: CITY OF GRAND RAPIDS**

**EMPLOYEE: THOMAS J. PAGEL**

\_\_\_\_\_  
Dale Adams, Mayor

\_\_\_\_\_  
Thomas J. Pagel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Kimberly Johnson-Gibeau, City Clerk







# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 17-0957      **Version:** 1      **Name:** VERIFIED CLAIMS  
**Type:** Agenda Item      **Status:** Verified Claims  
**File created:** 12/14/2017      **In control:** City Council  
**On agenda:** 12/20/2017      **Final action:**  
**Title:** Consider approving the verified claims for the period December 5, 2017 to December 13, 2017 in the total amount of \$254,268.50.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [COUNCIL BILL LIST 12-20-17.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period December 5, 2017 to December 13, 2017 in the total amount of \$254,268.50.

### **Requested City Council Action**

Make a motion approving the verified claims for the period December 5, 2017 to December 13, 2017 in the total amount of \$254,268.50.

DATE: 12/15/2017  
 TIME: 08:13:47  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 12/20/2017

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
CITY WIDE		
0113217	AMERICAN DISPOSAL & RECYCLING	6,975.00
TOTAL CITY WIDE		6,975.00
ADMINISTRATION		
0718060	GRAND RAPIDS HERALD REVIEW	612.00
1321525	MUNICIPAL CODE CORPORATION	275.00
TOTAL ADMINISTRATION		887.00
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE LINEN & APPAREL	45.88
0221650	BURGGRAF'S ACE HARDWARE INC	17.77
0315455	COLE HARDWARE INC	188.96
0701650	GARTNER REFRIGERATION CO	2,237.28
0920060	ITASCA COUNTY TREASURER	57.93
TOTAL BUILDING MAINTENANCE-CITY HALL		2,547.82
COMMUNITY DEVELOPMENT		
0920060	ITASCA COUNTY TREASURER	83.46
TOTAL COMMUNITY DEVELOPMENT		83.46
FINANCE		
1920555	STOKES PRINTING & OFFICE	41.94
TOTAL FINANCE		41.94
FIRE		
0121721	AUTO VALUE - GRAND RAPIDS	250.25
0321505	CUMMINS	3,574.45
0717996	GRAND ITASCA CLINIC	103.52
0718211	GREAT PLAINS FIRE INC	407.50
0920060	ITASCA COUNTY TREASURER	150.13
1200500	L&M SUPPLY	420.73
TOTAL FIRE		4,906.58
INFORMATION TECHNOLOGY		

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 12/20/2017

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
INFORMATION TECHNOLOGY		
0914690	INSIGHT PUBLIC SECTOR SLED	568.28
TOTAL INFORMATION TECHNOLOGY		568.28
PUBLIC WORKS		
0100030	ABM EQUIPMENT & SUPPLY INC	104.44
0121721	AUTO VALUE - GRAND RAPIDS	242.03
0221650	BURGGRAF'S ACE HARDWARE INC	22.99
0301685	CARQUEST AUTO PARTS	357.39
0305510	CENTRAL LANDSCAPE SUPPLY INC	144.75
0315455	COLE HARDWARE INC	405.55
0501650	EARL F ANDERSEN	51.25
0514802	ENVIROTECH SERVICES INC	5,581.24
0601690	FASTENAL COMPANY	20.73
0801836	HAWKINSON SAND & GRAVEL	554.90
0920060	ITASCA COUNTY TREASURER	883.40
1200500	L&M SUPPLY	28.03
1315690	MORTON SALT	1,239.51
1415484	NORTHERN LIGHTS TRUCK	46.40
1415640	NORTRAX EQUIPMENT COMPANY	370.17
1503150	OCCUPATIONAL DEVELOPMENT CTR	975.00
2018560	TROUT ENTERPRISES INC	825.00
2305453	WESCO DISTRIBUTION INC	5,340.00
TOTAL PUBLIC WORKS		17,192.78
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	56.91
0601750	FRED FAUST	119.50
TOTAL FLEET MAINTENANCE		176.41
POLICE		
0103325	ACHESON TIRE COMPANY INC	845.28
0221650	BURGGRAF'S ACE HARDWARE INC	6.99
0301685	CARQUEST AUTO PARTS	7.00
0920060	ITASCA COUNTY TREASURER	3,428.69
1920233	STREICHER'S INC	446.72
TOTAL POLICE		4,734.68

CENTRAL SCHOOL

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 12/20/2017

VENDOR #	NAME	AMOUNT DUE
CENTRAL SCHOOL		
0315455	COLE HARDWARE INC	9.98
0401425	DAKOTA SUPPLY GROUP	239.48
0701650	GARTNER REFRIGERATION CO	5,976.09
1909510	SIM SUPPLY INC	101.77
	TOTAL	6,327.32
AIRPORT		
0121721	AUTO VALUE - GRAND RAPIDS	237.98
0221650	BURGGRAF'S ACE HARDWARE INC	19.98
0315455	COLE HARDWARE INC	70.07
0920060	ITASCA COUNTY TREASURER	274.26
1612045	PLAGEMANN'S LANDSCAPING	5,400.00
	TOTAL	6,002.29
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	114.89
0221650	BURGGRAF'S ACE HARDWARE INC	46.57
0315455	COLE HARDWARE INC	106.94
0501656	THE EARTHGRAINS COMPANY INC	143.84
0701650	GARTNER REFRIGERATION CO	2,940.81
0715435	GOLD MEDAL PRODUCTS CO	449.65
0920060	ITASCA COUNTY TREASURER	43.80
1200500	L&M SUPPLY	48.39
1309090	MINERS INC	47.97
1421155	NUCH'S IN THE CORNER	20.95
1601753	PAUL HADDIX LOCKSMITHING	474.00
1605611	PEPSI-COLA	892.64
1608345	PHIL'S GARAGE DOOR	200.00
1615423	POKEGAMA ELECTRIC INC	4,404.40
1901535	SANDSTROM COMPANY INC	790.03
1905150	SECURITY ACCESS CONTROL	54.00
1909510	SIM SUPPLY INC	87.92
2116600	UPPER LAKE FOODS INC	843.97
	TOTAL GENERAL ADMINISTRATION	11,710.77
CEMETERY		
0920060	ITASCA COUNTY TREASURER	48.49

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 12/20/2017

VENDOR #	NAME	AMOUNT DUE
-----		
CEMETERY		
	TOTAL	48.49
DOMESTIC ANIMAL CONTROL FAC		
0920060	ITASCA COUNTY TREASURER	138.12
	TOTAL	138.12
GENERAL CAPITAL IMPRV PROJECTS		
SAMMYS/OLD PIZZA HUT DEMO		
0718060	GRAND RAPIDS HERALD REVIEW	163.50
	TOTAL SAMMYS/OLD PIZZA HUT DEMO	163.50
MUNICIPAL STATE AID STRT-CONST		
2017 STREET LIGHT IMPROVMNTS		
0218115	BRAUN INTERTEC CORPORATION	167.25
	TOTAL 2017 STREET LIGHT IMPROVMNTS	167.25
CAPITAL EQPT REPLACEMENT FUND		
0801661	HARRIS	12,209.00
	TOTAL	12,209.00
CAPITAL OUTLAY-FINANCE		
0801661	HARRIS	5,450.00
	TOTAL CAPITAL OUTLAY-FINANCE	5,450.00
AIRPORT CAPITAL IMPRV PROJECTS		
2017 TAXIWAY/APRON PJT		
1900225	SEH-RCM	21,900.00
	TOTAL 2017 TAXIWAY/APRON PJT	21,900.00
IRA CVC CTR CAPITAL PJT		

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 12/20/2017

VENDOR #	NAME	AMOUNT DUE
-----		
IRA CVC CTR CAPITAL PJT		
MULTI-USE OUTDOOR PAVILION		
1200500	L&M SUPPLY	221.29
	TOTAL MULTI-USE OUTDOOR PAVILION	221.29
2017 INFRASTRUCTURE BONDS		
2009-1 4TH AVE & 13TH ST NW		
2201151	VACKER INC	1,185.00
	TOTAL 2009-1 4TH AVE & 13TH ST NW	1,185.00
STORM WATER UTILITY		
0920060	ITASCA COUNTY TREASURER	152.27
	TOTAL	152.27
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$ 103,789.25
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0114210	D. ANDERSON - CHANGE FUND	4,000.00
0718070	GRAND RAPIDS STATE BANK	65.00
0920055	ITASCA COUNTY RECORDER	46.00
1205095	LEAGUE OF MN INSURANCE TRUST	1,000.00
1305046	MEDIACOM LLC	82.90
1305065	MEDTOX LABORATORIES INC	183.58
1309098	MINNESOTA MN IT SERVICES	443.80
1309264	MN JUVENILE OFFICERS ASSOC	500.00
1309332	MN STATE RETIREMENT SYSTEM	1,950.00
1405850	NEXTERA COMMUNICATIONS LLC	447.38
1516220	OPERATING ENGINEERS LOCAL #49	99,275.00
1609561	PIONEER TELEPHONE	9.65
1621125	PUBLIC UTILITIES COMMISSION	898.30
1621130	P.U.C.	12,246.82
2100265	U.S. BANK	450.00
2205637	VERIZON WIRELESS	3,648.77
2209705	VISIT GRAND RAPIDS INC	25,232.05
	TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:	\$150,479.25
	TOTAL ALL DEPARTMENTS	254,268.50