



# CITY OF GRAND RAPIDS

## Meeting Agenda Full Detail City Council

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Monday, August 25, 2014

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, August 25, 2014 - 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL

**5:01 PM PRESENTATIONS/PROCLAMATIONS**

14-0762 Construction Update - Julie Kennedy

**5:05 PM MEETING PROTOCOL POLICY**

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

### PUBLIC FORUM

### COUNCIL REPORTS

**5:10 PM APPROVAL OF MINUTES**

14-0749 Approve Council minutes from August 11, 2014 Regular Meeting.

**Attachments:** August 11, 2014 Regular Meeting

**5:11 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. 14-0746 A grant agreement between the City and the Blandin Foundation

**Attachments:** 8-25-14 Blandin Grant.pdf

2.     14-0747     Request by the Police Department to adopt a resolution accepting a \$1000.00 dollar grant from Enbridge Inc.
3.     14-0750     Request by the Police Department to sell our impounded and forfeited vehicles at the Minnesota DNR auction.
4.     14-0751     Agreement between City of Grand Rapids and Jim Denny.  
**Attachments:**    Denny, Jim - Agreement
5.     14-0752     Amendment to the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP).  
**Attachments:**    MSRS HCSA - Exempt Employees
6.     14-0754     Approve revised Bylaws of Library Board of Trustees  
**Attachments:**    Library Bylaws adopted Aug 13 2014  
                          Library Bylaws showing edits
7.     14-0755     Employment agreement between the City of Grand Rapids and Scott A. Johnson.  
**Attachments:**    Johnson, Scott - Employment Agreement 2014
8.     14-0756     Golf Course Employee
9.     14-0758     Approve the hiring of two temporary employees with the IRA Civic Center/Sports Complex beginning August 26, 2014.
10.    14-0764     Authorize staff to solicit quotes for office furniture.
- 10A.   14-0768     Consider approval of the Municipal Delegation Agreement with Minnesota Dept. of Labor and Industry (DOLI)  
**Attachments:**    Delegation Agreement 8-7-14.pdf

**5:12   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.*

**5:13   DEPARTMENT HEAD REPORT**  
**PM**

11.    14-0763     Housing and Redevelopment Authority Department Head Report - Jerry Culliton  
**Attachments:**    HRA Updates and Developments

**5:23   VERIFIED CLAIMS**  
**PM**

12. 14-0757 Consider approving the verified claims for the period August 5, 2014 to August 18, 2014 in the total amount of \$527,588.01.

**Attachments:** [Council Bill List 08-25-14.pdf](#)

**5:30 ADJOURNMENT  
PM**

*NEXT REGULAR MEETING IS SCHEDULED FOR MONDAY, SEPTEMBER 8, 2014  
AT 5:00 P.M.*

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

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



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 14-0762      **Version:** 1      **Name:** Construction Update  
**Type:** Agenda Item      **Status:** PRESENTATIONS/PROCLAMATIONS  
**File created:** 8/21/2014      **In control:** City Council  
**On agenda:** 8/25/2014      **Final action:**  
**Title:** Construction Update - Julie Kennedy

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Construction Update - Julie Kennedy



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 14-0749      **Version:** 1      **Name:** Council Minutes  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 8/15/2014      **In control:** City Council  
**On agenda:** 8/25/2014      **Final action:** 8/25/2014  
**Title:** Approve Council minutes from August 11, 2014 Regular Meeting.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [August 11, 2014 Regular Meeting](#)

Date	Ver.	Action By	Action	Result
8/25/2014	1	City Council	Approved As Presented	Pass

Approve Council minutes from August 11, 2014 Regular Meeting.



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council

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Monday, August 11, 2014

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, August 11, 2014 at 5:07 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL

**Present** 5 - Councilor Barb Sanderson  
Councilor Dale Christy  
Councilor Ed Zabinski  
Councilor Joe Chandler  
Mayor Dale Adams

### Others Present:

*Tom Pagel, Dale Anderson, AJ Morse, Jeff Davies, Rob Mattei, Julie Kennedy and Scott Johnson*

**5:01 PM PRESENTATIONS/PROCLAMATIONS**

Update with Coalition of Greater Minnesota Cities

*Rodney Peterson, gave an update to the Council on the Coalition of Greater Minnesota Cities.*

**Received and Filed**

Construction Update - Julie Kennedy

*Construction Update - Julie Kennedy, City Engineer*

*- Crystal Blvd project opened on time, will be working with gardeners to add additional shrubs, picnic tables/benches*

*- Safe School Routes in place*

*- Co-op with RJE Middle School Sidewalk to be completed*

*- YMCA Active Living Center on schedule*

**Received and Filed**

**5:05 PM MEETING PROTOCOL POLICY**

### PUBLIC FORUM

*Frank Fredrickson, from MN Power, discussed the 2014 redirecting hydroelectric*

*schedule.*

## COUNCIL REPORTS

### 5:10 APPROVAL OF MINUTES PM

Approve Council minutes for Monday, July 28, 2014 Regular Meeting and August 4, 2014 Worksession.

**A motion was made by Councilor Ed Zabinski, seconded by Councilor Joe Chandler, to approve Council Minutes as presented. The motion PASSED by unanimous vote.**

### 5:11 CONSENT AGENDA PM

1. Approve temporary liquor license for Grand Rapids Area Community Foundation for Oktoberfest on September 27, 2014 at the Forest History Center.  
**A motion was made that this Agenda Item be Approved by consent roll call**
2. Consider approving Gene Eklin as a Part-time Public Works employee for the 2014 Fall Maintenance Season.  
**A motion was made that this Agenda Item be Approved by consent roll call**
3. Consider the request to change current NO PARKING signs in the Central Business District (CBD) from "2:00am to 4:00am" to the new time of "2:00am to 6:00am" in signed areas.  
**A motion was made that this Agenda Item be Approved by consent roll call**
4. Consider retroactive payrate changes for seasonal employees Ellen Liebe and Clint Deans to \$8.50/hour, employment ending no later than October 31, 2014 and approve hiring Steve Towle as a seasonal employee, rate of pay shall be \$8.50/hour with employment beginning no sooner than August 12, 2014 and ending no later than October 31, 2014.  
**A motion was made that this Agenda Item be Approved by consent roll call**
5. Completion of Introductory Period for Assistant Finance Director Laura Pfeifer.  
**A motion was made that this Agenda Item be Approved by consent roll call**
6. Hire temporary employees for Park & Recreation / I.R.A. Civic Center  
**A motion was made that this Agenda Item be Approved by consent roll call**
7. Consider adoption of a resolution calling for a public hearing on the establishment

of TIF District 1-10 (River Hills Apartments) and creation of a TIF plan therefore.

**A motion was made adopting resolution 14-70 by consent roll call**

**Approval of the Consent Agenda**

**A motion was made by Councilor Chandler, seconded by Councilor Sanderson, to Approve the Consent Agenda as presented. The motion carried by the following vote**

- Aye** 5 - Councilor Barb Sanderson
- Councilor Dale Christy
- Councilor Ed Zabinski
- Councilor Joe Chandler
- Mayor Dale Adams

**5:12 SETTING OF REGULAR AGENDA  
PM**

**A motion was made by Councilor Dale Christy, seconded by Councilor Ed Zabinski, to approve Regular Agenda as presented . The motion PASSED by unanimous vote.**

**5:13 DEPARTMENT HEAD REPORT  
PM**

8. Fire Department ~ Chief AJ Morse

*Fire Chief Morse updated City Council on recent activities of the Fire Department including training, fill the boot program and staff.*

**Received and Filed**

**5:23 CIVIC CENTER, PARKS & RECREATION  
PM**

9. Purchase playground equipment for McGowan and Willow Parks

**A motion was made by Councilor Sanderson, seconded by Councilor Christy, to approve this item as presented . The motion carried by the following vote.**

- Aye** 5 - Councilor Barb Sanderson
- Councilor Dale Christy
- Councilor Ed Zabinski
- Councilor Joe Chandler
- Mayor Dale Adams

**5:28 VERIFIED CLAIMS  
PM**

10. Consider approving the verified claims for the period July 22, 2014 to August 4, 2014 in the total amount of \$1,177,590.64.

**A motion was made by Councilor Chandler, seconded by Councilor Sanderson,**



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

**Aye** 5 - Councilor Barb Sanderson  
Councilor Dale Christy  
Councilor Ed Zabinski  
Councilor Joe Chandler  
Mayor Dale Adams

**5:30 ADJOURNMENT  
PM**

**A motion was made by Councilor Joe Chandler, seconded by Councilor Ed Zabinski, to adjourn at 6:02 pm. The motion PASSED by unanimous vote.**

*Respectfully submitted by Michele Paikki, Recorder.*



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0746      **Version:** 1      **Name:** Blandin grant collaboration  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 8/13/2014      **In control:** City Council  
**On agenda:** 8/25/2014      **Final action:** 8/25/2014  
**Title:** A grant agreement between the City and the Blandin Foundation  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [8-25-14 Blandin Grant.pdf](#)

Date	Ver.	Action By	Action	Result
8/25/2014	1	City Council	Approved	Pass

A grant agreement between the City and the Blandin Foundation

**Background Information:**

The City participates in a collaboration group of other local government agencies. The goal of this group is to identify opportunities to collaborate and share services/equipment. The meetings are managed and facilitated by Mary Jo Wimmer. Her annual fee is \$5,000. The attached Blandin grant will assist in funding \$2,500 of this expense. The remaining fee is covered by the participating local government agencies.

**Staff Recommendation:**

City staff is recommending the approval of the attached Blandin grant.

**Requested City Council Action**

Consider approval of the attached Blandin grant.

July 31, 2014

Thomas Pagel  
City of Grand Rapids  
420 N Pokegama Ave  
Grand Rapids MN 55744

Re: Award of Grant G-2014-04144

Dear Thomas:

I am pleased to inform you that a grant of \$2,500 has been approved by the Blandin Foundation to City of Grand Rapids for facilitation services for government entities on potential collaboration efforts in the Grand Rapids/Itasca County area. Please note, this is the final grant for facilitation assistance to convene local government entities for the purposes of potential collaboration. The Foundation anticipates local communities will be in a position to move forward with any future alignment work on its own.

Please review this Grant Agreement for the specific terms and/or conditions of this grant. If you agree, please follow the instructions provided to electronically sign your Grant Agreement and submit to the Blandin Foundation. A copy will automatically be sent to you after signing. Please retain a copy of the Grant Agreement for your files. If you have questions about any part of this agreement, feel free to contact me or anyone else on our grants team at 218-326-0523.

You will notice that the date of August 1, 2015, is inserted in the Grant Agreement for you to submit a brief report about the outcomes of this grant. Please let me know if this date is reasonable given other commitments you may have at that time. In addition to our interest in your work, reporting is increasingly important for the Foundation's annual audit and we appreciate your help with this portion of fulfilling the conditions of the grant.

On behalf of the Board of Trustees of the Blandin Foundation, I would like to congratulate you on receiving this award. We are pleased to be a part of this effort and look forward to hearing from you as progress is made towards achieving your goals. Again, if you have any questions after reviewing the Grant Agreement, please feel free to call me.

Sincerely,



Linda Gibeau [Jul 31, 2014]

Linda Gibeau  
Program Officer

c: File

## Blandin Foundation Grant Agreement

This Agreement, made and executed this 31<sup>th</sup> day of July 2014, by and between the Blandin Foundation (hereinafter referred to as "Foundation"), and City of Grand Rapids (hereinafter referred to as "Grantee").

The Foundation agrees to make the following grant, and Grantee agrees to accept such grant, in accordance with the terms and provisions hereinafter set forth:

- The grant award of **\$2,500** for grant number **G-2014-04144** shall be used solely for the purposes described in the grant application for **facilitation services for government entities on potential collaboration efforts in the Grand Rapids/Itasca County area**. Funds shall be expended in the manner and over the period of time described in the grant application.
- The Grantee will repay to the Foundation any portion of the amount granted which is not used by Grantee for the purposes specified in the Grant Agreement.
- We will evaluate this project on the basis of the goals and/or outcomes that are outlined in your proposal. Upon completion of the project, please submit a brief report (1-2 pages) including what was accomplished with the grant, what you learned and a summary of how funds were expended. This report will be due:

**August 1, 2015**

Failure to fulfill reporting requirements may affect Grantee's ability to seek future funding from the Foundation.

- Funds will be released to the Grantee within approximately two weeks of receipt of this signed grant agreement. Grant payments are made the second and fourth Thursdays of each month.
- The Grantee will maintain records of grant expenditures, as well as reports to the Foundation regarding the grant, for seven years after completion or termination of the grant. The Grantee will make records of grant expenditures available to the Foundation at reasonable times and upon request.
- To help the public gain awareness, both of this project and the Blandin Foundation's work, we request that you recognize the Foundation's contribution, where appropriate, on signage, brochures or publicity you generate about your project.

In Witness whereof, the parties have executed this Grant Agreement in duplicate as of the day and year first above written.

### FOUNDATION:

Blandin Foundation  
100 North Pokegama Avenue  
Grand Rapids, MN 55744

By: Linda Gibeau  
Linda Gibeau (Jul 31, 2014)

Linda Gibeau  
Program Officer

**Grantee:**

\_\_\_\_\_

Agency Name

\_\_\_\_\_

Signature of Officer

\_\_\_\_\_

Title

In order to expedite the processing of grant funds and to conform with the internal auditing controls of your organization, please designate the person responsible for processing grant funds. All grant payments will be forwarded to his/her attention:

**Name:** \_\_\_\_\_

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

**Mailing Address:** \_\_\_\_\_

\_\_\_\_\_

**Telephone:** (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**E-mail address:** \_\_\_\_\_



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0747      **Version:** 1      **Name:** Request by the Police Department to adopt a resolution accepting a \$1000.00 dollar grant from Enbridge Inc.

**Type:** Agenda Item      **Status:** Passed

**File created:** 8/14/2014      **In control:** City Council

**On agenda:** 8/25/2014      **Final action:** 8/25/2014

**Title:** Request by the Police Department to adopt a resolution accepting a \$1000.00 dollar grant from Enbridge Inc.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
8/25/2014	1	City Council	Approved	Pass

Request by the Police Department to adopt a resolution accepting a \$1000.00 dollar grant from Enbridge Inc.

### **Background Information:**

At the May 12, 2014 City Council Meeting, the Police Department was authorized to apply for an Enbridge Safe Community Grant. The Grand Rapids Police Department was recently notified that it will be receiving a \$1000.00 dollar grant.

The police department will be using the Enbridge grant to help fund our Community Education Program. This program is used to educate the citizens of our community, such as our Citizens Academy, Child Seat Program, and the Children's Fair to name a few.

### **Staff Recommendation:**

It is our recommendation to allow the police department to accept the Enbridge Grant in the amount of \$1000.00 dollars.

### **Requested City Council Action**

Consider adopting a resolution accepting a \$1000.00 dollar grant from the Enbridge Inc. and authorize the Mayor to sign the attached resolution.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0750      **Version:** 1      **Name:** Request by the Police Department to sell our impounded and forfeited vehicles at the Minnesota DNR auction.

**Type:** Agenda Item      **Status:** Passed

**File created:** 8/15/2014      **In control:** City Council

**On agenda:** 8/25/2014      **Final action:** 8/25/2014

**Title:** Request by the Police Department to sell our impounded and forfeited vehicles at the Minnesota DNR auction.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
8/25/2014	1	City Council	Approved	Pass

Request by the Police Department to sell our impounded and forfeited vehicles at the Minnesota DNR auction.

### **Background Information:**

The Police Department has used the Minnesota DNR auction (located in Grand Rapids) in the past to dispose of impounded and forfeited vehicles. The auction will be held at the Minnesota DNR facility located on Hwy # 2 East in the City of Grand Rapids.

Per State Statute all registered owners and lien holders have been notified of the impounded vehicles and to date none have been claimed. They are considered abandoned at this point, and can be legally sold by the city.

The vehicles held for forfeiture have been awarded to us by the courts and are titled to the City of Grand Rapids and can be sold.

Money earned from the sale of these vehicles will be distributed according to State Statute and city policy. The auction will be held on September 6, 2014.

Vehicle descriptions are as follows:

ICR#	MAKE/MODEL	VIN #	
1. 13013490	2000 MERCURY MOUNT.	4M2ZU76E5YUJ16669	FORFEITURE
2. 14002762	1995 DODGE RAM PK	1B7HC16Y9SS325329	FORFEITURE
3. 14002084	1997 FORD TAURUS	1FALP52U9VG187698	FORFEITURE
4. 14003131	1991 MERCURY MARQ	2MECM74FXMX606694	FORFEITURE
5. 14000896	1998 CHEVY PK	1GCEK19R9WE160168	FORFEITURE

6. 14000618	1994 JEEP GRD CHEOK	1J4GZ78S3RC248431	FORFEITURE
7. 14003051	1997 CHEVY TAHOE	1GNEK13R3VJ426340	IMPOUND
8. 14002688	1997 CHEVY TAHOE	1GNEK13R5VJ308984	IMPOUND

**Staff Recommendation:**

I would recommend to the Mayor and City Council to allow the Police Department to sell their impounded and forfeited vehicles at the Minnesota DNR auction.

**Requested City Council Action**

Consider a request by the Police Department to sell impounded and forfeited vehicles at the Minnesota DNR auction on September 6, 2014.





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 14-0751      **Version:** 1      **Name:** Agreement between City of Grand Rapids and Jim Denny.  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 8/15/2014      **In control:** City Council  
**On agenda:** 8/25/2014      **Final action:** 8/25/2014  
**Title:** Agreement between City of Grand Rapids and Jim Denny.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Denny, Jim - Agreement](#)

Date	Ver.	Action By	Action	Result
8/25/2014	1	City Council	Approved	Pass

Agreement between City of Grand Rapids and Jim Denny.

**Background Information:**

**Staff Recommendation:**

City Administrator Tom Pagel is recommending executing the attached agreement between City of Grand Rapids and Jim Denny.

**Requested City Council Action**

Consider executing an agreement between City of Grand Rapids and Jim Denny.

**SEPARATION AND RELEASE AGREEMENT  
BETWEEN  
CITY OF GRAND RAPIDS  
AND  
JIM DENNY**

This Separation and Release Agreement (hereinafter "Agreement") is made and entered into by and between the City of Grand Rapids, Minnesota (hereinafter "City"), a municipal corporation, and Jim Denny.

**Recitals**

WHEREAS, Jim Denny has been employed by the City from February 8, 1999, through the date of this Agreement as a Patrol Officer, Sergeant and most recently Police Chief, respectively;

WHEREAS, the parties hereto have determined that it is in the best interests of all parties that Jim Denny separate from employment with the City by mutual agreement in accordance with the terms and conditions set forth below in this Agreement.

WHEREAS, This Agreement is not an agreement in lieu of termination nor are there any investigations or disciplinary actions pending against Jim Denny.

**Agreement**

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be performed, as hereinafter set forth, City and Jim Denny agree as follows:

**Article 1. Payments**

**Section 1.1. Consideration**

In consideration for Jim Denny's waivers and releases described in Article 3 of this Agreement, City agrees to the following:

- A. Jim Denny will be on leave from employment with City, effective from the date this Agreement is executed, until the date he voluntarily resigns as described in Article 2. During this leave, the following conditions will apply:
  - i. Jim Denny will use his Extended Medical Benefit (EMB). After his EMB is exhausted, Jim Denny will either use his Flexible Time Off (FTO), or have its cash equivalent placed into his Health Care Savings Account. During the leave, the City will continue to provide Jim Denny with all benefits and compensation based upon City policy or practice, including health, dental and life insurance.

- ii. Jim Denny is prohibited from doing the following after August 22, 2014:
  - a. Performing any services for the City or any services in which you present yourself as an employee, official, or agent of the City, unless otherwise authorized by the City Administrator.
  - b. Entering or being on or in any real property of the City at any times in which the general public does not normally and/or is not authorized to enter or be. Jim Denny does need to have access to his office in the Police Department to remove items of personal property. Arrangements to obtain these items will be made between Jim Denny and the City Administrator.
  - c. Accessing or using any City-owned equipment that the general public does not normally and/or is not authorized to access or use.
  - d. Accessing or obtaining any City data, regardless of its physical form, storage media or conditions of use, unless available to the general public or provided to you pursuant to a request by you under the Minnesota Government Data Practices Act.
  - e. Jim Denny may seek outside employment while using EMB/FTO as long as it is authorized by his medical provider. However, he may not be employed in the field of law enforcement until his EMB/FTO benefits expire and he is no longer an employee of the City of Grand Rapids.
  - f. Jim Denny may transfer his list of contacts from his City owned cell phone to his privately owned cell phone. Jim Denny is also allowed to keep his City designed cell phone number (218.360.0174) at no cost to the City.
- iii. Jim Denny must comply with all City policies and Minnesota Law through his date of voluntary resignation described in Article 2.
- iv. Jim Denny may retain possession of his City-owned cellular phone and iPad, but he must return these items by no later than 4:30 p.m. on August 22, 2014 and must be personally given to City Attorney Chad Sterle.
- v. Jim Denny must return, by no later than 4:30 p.m. on August 22, 2014, all items he obtained as a result of his employment (with the exception of his personally worn uniforms, duty belt and Kevlar vest).

Following Jim Denny's voluntary resignation as described in Article 2, City will:

- i. Provide to Jim Denny any benefits or compensation based on City policy or practice or as otherwise required by law.
- ii. Pay to Jim Denny \$42,500 (six months salary) in a lump sum payment, or in any other reasonably requested manner, by the payroll that is at least five calendar days after the later of (i) the effective date of his voluntary resignation or (ii) the expiration of the 15-day period provided in Sections 8.2 and 8.3 of this Agreement. This payment is subject to any appropriate deductions and withholdings. City makes no representations to Jim Denny as to the proper tax treatment of this payment to him.
- iii. Pay periodic contributions to Jim Denny through reimbursement to him for his premiums under a group health or dental insurance policy he participates in. This payment will not exceed the lower of \$1,200 or the premium amount for any one month of premiums. These payments will be effective for premium payments due from the 1<sup>st</sup> full month after the date he voluntarily resigns through the 60th full month after the date he voluntarily resigns. The City will not make any payment until the later of (i) the effective date of his voluntary resignation or (ii) the expiration of the 15-day period provided in Sections 8.2 and 8.3 of this Agreement. To receive reimbursement for premiums, the City Administrator or his or his designee must receive: (i) a description of the policy and premium amounts for each policy year by the first date of each policy year; and (2) electronic or written data indicating the group insurance policy name, the premium amount, the due date of the premium amount, the coverage time frame for which the premiums are payable for each month in which you request reimbursement. The City will not pay any reimbursement for premiums due more than 90 days prior to the date the City receives the electronic or written data specified in the previous sentence.

### **Section 1.2. No Other Compensation or Benefits**

The compensation and benefits described in this Article are the full and final compensation and benefits for any and all claims arising out of Jim Denny's employment with the City. City will not provide Jim Denny any compensation or benefits other than those provided in this Article or as otherwise required by law.

### **Article 2. Voluntary Resignation**

Jim Denny voluntarily resigns from employment and his last day of employment with the City is the earlier of the date he states in writing he voluntarily resigns or the date on which all of his EMB and FTO is exhausted.

### **Article 3. Jim Denny's Waiver and Release**

**Section 3.1.** Jim Denny knowingly and voluntarily waives his right to pursue and releases City and its affiliated bodies, officers, officials, employees, agents or other constituents from any and all grievances, claims, demands, actions, hearings, liability, damages or rights of any kind, whether known or unknown, that he has asserted or may assert, directly arising out of or resulting from acts or occurrences that occur on or before the effective date of this Agreement related to Jim Denny's employment with City or separation therefrom, including, but not limited to, those grievances, claims, demands, actions, hearings, liability, damages or rights arising under City's charter, ordinances or personnel policies, Veterans Preference Act, Minnesota Human Rights Act, Title VII of the Civil Rights Act, Family and Medical Leave Act ("FMLA"), Americans with Disabilities Act, Rehabilitation Act of 1973, Public Employment Labor Relations Act, Minnesota Occupational Health and Safety Act, Minnesota Whistleblower Act, Age Discrimination in Employment Act ("ADEA"), the Minnesota and federal Fair Labor Standards Acts ("FLSA"); Minnesota Government Data Practices Act, Minnesota Open Meeting Law and common law.

**Section 3.2.** The waiver and release in Section 3.1 of this article does not apply to the following: (1) rights under the FMLA, unless there is required involvement of the federal Department of Labor or a court of competent jurisdiction; (2) payment of unpaid overtime, unpaid minimum wage, and liquidated damages under the federal FLSA, unless there is required involvement of the federal Department of Labor or a court of competent jurisdiction; (3) rights to file a charge or participate in an investigation or proceeding conducted by the Equal Employment Opportunity Commission (EEOC), but this does not exclude the waiver or release of the right to recover Jim Denny's relief including, but not limited to, back pay, front pay, reinstatement, attorneys' fees, and/or punitive damages, in any administrative or legal action whether brought by the EEOC or other civil rights enforcement agency, Jim Denny, or any other party; (4) rights to unemployment benefits or any other rights under the Minnesota Unemployment Insurance Law; (5) statutory rights, if any, to indemnification from City for claims brought against Jim Denny in his capacity as an employee or agent of City; (6) right under the Uniformed Services Employment and Reemployment Rights Act; (7) rights under the Consolidated Omnibus Reconciliation Act of 1985, as amended; (8) right to challenge the knowing and voluntary nature of this release under the ADEA; (9) right to assert claims that are based on events occurring after this Agreement becomes effective; and (10) any other right that cannot be released by law.

#### **Article 4. Prohibition on Disclosing Certain Data or Making Certain Statements**

Jim Denny will not intentionally make any disparaging or defamatory statements concerning any aspect of his employment relationship with City to the extent such statements are not protected

speech. City will not intentionally make any disparaging or defamatory statements concerning any aspect of its employment relationship with Jim Denny. This Article does not apply to any data disclosed by the City to a party requesting or compelling disclosure of such data if required by law.

#### **Article 5. No Reemployment**

Jim Denny is not entitled to any reinstatement or reemployment with the City. Jim Denny can seek employment with the City ten years after the date of this agreement if he chooses. There are no agreements or assertions made that he will gain such employment.

#### **Article 6. Neutral Letter of Reference**

City agrees to sign a neutral letter of reference agreeable to it and Jim Denny that will include his positions with the City, his job duties and responsibilities and dates of employment. The City is also authorized to state that this Agreement is not an agreement in lieu of termination nor are there any investigations or disciplinary actions pending against Jim Denny.

#### **Article 7. Consideration and Rescission**

**Section 7.1.** Jim Denny has 21 days from the date he receives this Agreement in which to consider this Agreement pursuant to the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34.

**Section 7.2.** Jim Denny has the right to rescind the release of the claims set forth in Article 2 of this Agreement with regard to claims arising under the Minnesota Human Rights Act, Minn. Stat. §§ 363A.01-41, within 15 calendar days of execution of this Agreement, and with regard to his rights arising under the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34, within 7 calendar days of execution of this Agreement. The two rescission periods shall run concurrently. In order to be effective, the rescission must:

- A. Be in writing;
- B. Be delivered to Tom Pagel, City Administrator, City of Grand Rapids, 420 North Pokegama Avenue, Grand Rapids, MN 55744; and
- C. If delivered by mail, the rescission must be postmarked within the required period, properly addressed to Mr. Pagel, as set forth above, and sent by certified mail, return receipt requested.

**Section 7.3.** Jim Denny has the right to rescind or reject the agreement set forth in Section 1.1 of this Agreement prior to 15 calendar days after he signs the Agreement.

**Section 7.4.** If Jim Denny rescinds this Agreement in accordance with this article, this Agreement terminates and is no longer in force or effect.

**Article 8. Entire Agreement**

This Agreement constitutes the entire agreement among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this Agreement, other than the representations, covenants, or inducements contained and memorialized in this Agreement. This Agreement supersedes all prior negotiations and oral and written agreements and understandings with respect thereto.

**Article 9. Amendment, Modification, or Termination**

This Agreement or any of its terms may only be amended, modified, or terminated by a written instrument signed by or on behalf of all of the parties hereto or their successors in interest, unless otherwise specified in this Agreement.

**Article 10. Governing Law and Severability**

**Section 10.1.** This Agreement is governed by the laws of the State of Minnesota, both as to interpretation and performance. The rule of construction of interpreting a contract against its drafter will not apply to this Agreement.

**Section 10.2.** If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable by any branch of government with authority over such provision or portion thereof, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**Article 11. No Precedent or Practice**

This Agreement is solely for the purposes of resolving the matters described in this Agreement and based on the unique circumstances of this matter. The terms of this Agreement do not have any precedential value beyond this Agreement nor establish any practice.

**Article 12. No Admission of Liability or Wrongdoing**

Neither City or Jim Denny admits to any legal liability or violation of any contract or law, nor that it or his has engaged in any wrongdoing in this matter. Nothing in this Agreement shall be construed to be an admission by either City or Jim Denny of any liability, violation or wrongdoing.

**Article 13. Attorney's Fees, Costs, and Disbursements**

Each party is responsible for its/his attorney's fees, costs, and disbursements in reaching this Agreement and no party will seek an award of attorney's fees, costs, or disbursements against a party hereto incurred in reaching this Agreement.

**Article 14. Binding Effect and No Assignment**

This Agreement is binding upon, and inures, to the benefit of the successors, executors, heirs and legal representatives of the parties hereto. This Agreement is not assignable by any party. Any purported assignment by any party shall be null and void and not operate to relieve such party of its obligations hereunder.

**Article 15. Counterparts**

This Agreement may be executed in counterparts. Facsimile, photocopied or scanned signatures shall be considered as valid signatures as of the date thereof, although the original signature pages shall thereafter be appended to this Agreement.

**Article 16. Representations of Parties**

The respective parties hereto hereby represent that this Agreement is voluntary, has been duly authorized and, upon execution, will constitute a valid and binding contractual obligation, enforceable in accordance with its terms, of each of the parties hereto

**Article 17. Headings**

The headings of the paragraphs of this Agreement are not binding and are for reference only and do not limit, expand or otherwise affect the contents of this Agreement

**Article 18. Remedies**

In the event that Jim Denny breaches his obligations under this Agreement the City shall have all legal remedies provided under law.

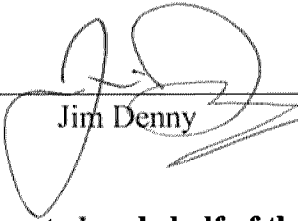
**Article 19. Voluntary and Knowing Action**

Jim Denny acknowledges that: (1) he has read and understands the contents of this Agreement; (2) he has been given a fair opportunity to discuss and negotiate the terms of this Agreement; (3) he is advised to consult an attorney before signing this Agreement; (4) he agrees with the Agreement's provisions and is voluntarily and without duress entering into this Agreement; and (5) he has been given at least 21 days to consider this Agreement. If Jim Denny signs the Agreement before the expiration of the 21-day period, it is because he has decided voluntarily that he does not need any additional time to decide whether to sign the Agreement.



**Article 20. Execution and Effective Date**

This Agreement is executed and effective on the latest date affixed to the signatures below.

  
\_\_\_\_\_  
Jim Denny

Dated: 8-17-14

**Accepted on behalf of the City of Grand Rapids**

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

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Its City Administrator

Dated: \_\_\_\_\_



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0752      **Version:** 1      **Name:** Amendment to the Minnesota State Retirement System (MSRS) Health Care Savings Plan.  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 8/15/2014      **In control:** City Council  
**On agenda:** 8/25/2014      **Final action:** 8/25/2014  
**Title:** Amendment to the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP).  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [MSRS HCSA - Exempt Employees](#)

Date	Ver.	Action By	Action	Result
8/25/2014	1	City Council	Approved	Pass

Amendment to the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP).

**Background Information:**

On June 6, 2007 the City Council authorized non-represented exempt employees to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) according to the following:

*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 with three years of service in the following departments will contribute \$50.00 per pay period:**

- a. Administration
- b. Airport
- c. Civic Center
- d. Community Development
- e. Engineering
- f. Finance
- g. Golf
- h. Information Technology
- i. Library
- j. Police
- k. Public Works

**2. All full-time exempt employees with three years of service in the following departments eligible for the severance payment outlined in the Flexible Time Off policy will contribute 100% of their severance to the HCSP:**

- a. Administration
- b. Airport
- c. Civic Center
- d. Community Development
- e. Engineering
- f. Finance

- g. Golf*
- h. Information Technology*
- i. Library*
- j. Police*
- k. Public Works*

**3. All full-time exempt employees with three years of service in the following departments 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:**

- a. Administration*
- b. Airport*
- c. Civic Center*
- d. Community Development*
- e. Engineering*
- f. Finance*
- g. Golf*
- h. Information Technology*
- i. Library*
- j. Police*
- k. Public Works*

***(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.)***

In a recent audit of our policies by the MSRS, it was determined that our policy lists the departments that participate, although the plan does not allow a division by department. Therefore, we have been asked to remove the specific departments from the language. Also, while making this mandated change, we would like to change the years of service from three (3) to zero (0), making the funding mechanisms effective immediately upon employment for all full-time exempt employees. This change would be effective September 1, 2014.

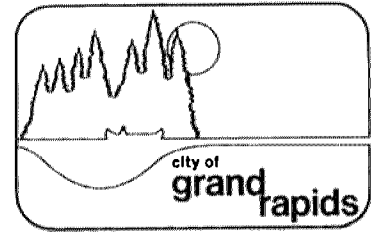
**Staff Recommendation:**

City Administrator Tom Pagel and Human Resources Director Lynn DeGrio are recommending removing the listing of specific departments from the policy and changing the years of service from three (3) to zero (0) effective September 1, 2014.

**Requested City Council Action**

Consider amending the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP) as recommended effective September 1, 2014.

# CITY OF GRAND RAPIDS



## REQUEST FOR COMMITTEE ACTION

Agenda Item #	Department: Administration	Requested Committee Meeting Date: June 6, 2007										
<b>TITLE OF ISSUE: Participation in the Minnesota Post Employment Health Care Savings Plan.</b>												
<b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b>												
<p>Laws of Minnesota 2001, Chapter 352.98, authorized the Minnesota State Retirement System (MSRS) to establish and administer a Health Care Savings Plan (HCSP) where public employees through their employers may save to cover post employment health care expenses. Employee participation is established by a union or personnel policy and bargained by that entity with the employer. Employees cannot voluntarily contribute to this plan. Amounts and how it will be funded must be mandated through collective bargaining agreements or through personnel policies.</p> <p>The City of Grand Rapids currently participates in the Minnesota Post Employment Health Care Savings Plan in the following ways:</p> <ol style="list-style-type: none"> <li>1. Employees who had a portion of sick leave paid out when the City converted from sick and vacation pay to Flexible Time Off (FTO); and</li> <li>2. The Police Union contributes a portion of their pay per pay period based on years of service.</li> </ol> <p style="text-align: right;"><i>If additional space is required, attach a separate sheet.</i></p>												
<b>REQUESTED COMMITTEE ACTION: Consider a recommendation to the City Council to allow the non-represented exempt employees to participate in the Minnesota Post Employment Health Care Savings Plan according to the attached proposal.</b>												
<b>For Clerk's Use:</b>  Motion By: _____  Second By: _____	<b>SUPPORTED DOCUMENTS ATTACHED</b>  <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Plan Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) _____ _____ _____		Resolution	Ordinance	Contract	Minutes	Plan Map	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution	Ordinance	Contract	Minutes	Plan Map								
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<b>Administration Department Use:</b>  <input type="checkbox"/> Consent  <input type="checkbox"/> Regular	<table style="width: 100%; border: none;"> <tr> <td style="width: 30px; text-align: center;"><input type="checkbox"/></td> <td>Refer to: _____</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Table Until: _____</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Other: _____</td> </tr> </table>		<input type="checkbox"/>	Refer to: _____	<input type="checkbox"/>	Table Until: _____	<input type="checkbox"/>	Other: _____				
<input type="checkbox"/>	Refer to: _____											
<input type="checkbox"/>	Table Until: _____											
<input type="checkbox"/>	Other: _____											

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 with three years of service in the following departments will contribute \$50.00 per pay period:**

- a. Administration
- b. Airport
- c. Civic Center
- d. Community Development
- e. Engineering
- f. Finance
- g. Golf
- h. Information Technology
- i. Library
- j. Police
- k. Public Works

**2. All full-time exempt employees with three years of service in the following departments eligible for the severance payment outlined in the Flexible Time Off policy will contribute 100% of their severance to the HCSP:**

- a. Administration
- b. Airport
- c. Civic Center
- d. Community Development
- e. Engineering
- f. Finance
- g. Golf
- h. Information Technology
- i. Library
- j. Police
- k. Public Works

**3. All full-time exempt employees with three years of service in the following departments that have accumulated over 248 hours of FTO on their hire date of each year will have those hours, up to a maximum of forty (40) hours, converted into cash and deposited in their post employment health care savings account:**

- a. Administration
- b. Airport
- c. Civic Center
- d. Community Development
- e. Engineering
- f. Finance
- g. Golf
- h. Information Technology
- i. Library
- j. Police
- k. Public Works

**(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.)**

## Lynn DeGrio

---

**From:** Joy Sperger [Joy.Sperger@msrs.us]  
**Sent:** Wednesday, August 13, 2014 12:06 PM  
**To:** Lynn DeGrio  
**Cc:** Kathy Murphy; Michelle Redfield  
**Subject:** HCSP Contracts - City of Grand Rapids

This email acknowledges that MSRS has reviewed contract language for the City of Grand Rapids for participation in the Health Care Savings Plan (HCSP).

HCSP language should be pre-approved by MSRS for each employee group that wants to participate in the Plan. Not all of the city's HCSP contracts were previously reviewed/approved by MSRS, so there are some issues that will need to be resolved.

- Clerical (LELS 49A) - Approved for participation. You may remit contributions as outlined by the agreement.
- Police Officers (LELS 239) - Approved for participation. You may remit contributions as outlined by the agreement; however, as we discussed, during future negotiations, please change the language from "agreed to allow," (which may have the appearance of individual choice), to "shall" or "must."
- Sergeants – Approved for participation, but only until 12/31/14. After that, the contract language must be changed because it's not acceptable under the rules of the plan. There are only 3 sergeants – the contract has two tiers. Tiers are typically only used by large groups. In a small group like this one, all employees should contribute the same amount to avoid the appearance of individual choice. It's also a red flag to have the contribution amount jump from \$50 to \$200. If MSRS had reviewed this when originally written, the language would have been declined. Since the sergeants are already so far into this contract I'll approve for now; however, it must be changed on 1/1/2015 when the contract ends. The city should not contribute for this group after 12/31/14 until the language is renegotiated and approved by MSRS.
- Exempt Employees: Not approved. The funding mechanisms are fine (ongoing, severance, mandatory leave conversion); however, the contract lists the departments that participate. The plan does not allow a division by department. If all FT exempt employees are participating, then we don't need to see the departments listed because it raises red flags. Are there exempt employees who belong to departments that do not participate? If so, that's a problem. Please confirm whether all full-time exempt employees participate or there are departments who are not participating.

Thank you.

*Joy Sperger*  
Retirement Counselor  
Minnesota State Retirement System  
Phone: (800) 657-5757, Ext. 5840

Registered Representative of ING Investment Advisors, LLC (member SIPC)  
The Minnesota State Retirement System & Minnesota Deferred Compensation Plan are not members of the ING family of companies.



**Disclaimer:** *This email may contain benefit information for plans administered by the Minnesota State Retirement System. MSRS makes every effort to provide the most accurate and up-to-date information, but reserves the right to correct errors and recalculate benefit information.*

**Confidentiality Notice:** *This email and any attachments are for the sole use of the intended recipient(s) and may contain information that is confidential. If you are not the intended recipient(s), please contact the sender by reply email and delete/destroy the message without copying or disclosing the original. Any unauthorized review, use, disclosure, or distribution is prohibited. Thank you for your cooperation.*

**Minnesota State Retirement System**



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0754      **Version:** 1      **Name:** Bylaws of the Library Board  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 8/18/2014      **In control:** City Council  
**On agenda:** 8/25/2014      **Final action:** 8/25/2014  
**Title:** Approve revised Bylaws of Library Board of Trustees

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Library Bylaws adopted Aug 13 2014](#)  
[Library Bylaws showing edits](#)

Date	Ver.	Action By	Action	Result
8/25/2014	1	City Council	Approved	Pass

Approve revised Bylaws of Library Board of Trustees

**Background Information:**

The Grand Rapids Library Board of Trustees revised the bylaws to conform with current Minnesota Statutes. The revised bylaws were reviewed and approved by City Attorney Chad Sterle, and adopted by the Library Board on August 13, 2014.

**Staff Recommendation:**

[Enter Recommendation Here]

**Requested City Council Action**

Approve revised Bylaws of the Library Board of Trustees.

**BY-LAWS  
GRAND RAPIDS AREA LIBRARY  
BOARD OF DIRECTORS**

**ARTICLE I: PURPOSE**

The mission of the Grand Rapids Area Library is to foster a welcoming environment that builds a connected, informed and engaged community.

To carry out that mission, the Library Board shall operate a free public library as authorized under Minnesota Statutes and under the City of Grand Rapids Municipal Code.

**ARTICLE II: LOCATION**

The principal office of the Library will be within the library building of the City of Grand Rapids. Records of the Library will be maintained there-for public inspection.

**ARTICLE III: BOARD OF TRUSTEES**

Section 1. Composition

The Board shall be composed of nine (9) members. Five (5) members of the Board must be residents of the City of Grand Rapids. Four (4) must be residents of other supporting governmental units.

Section 2. Selection

Appointment of members to the Library Board is made by the City Council of the City of Grand Rapids. Membership on the Library Board is open to any resident of the Library's service area. Openings will be advertised by the City, and applications will be received in the City Administrator's Office. All applicants will be considered without regard to race, color, religion, sex, national origin, age, marital or veteran status, disability, sexual preference or status with regard to public assistance.

Section 3 Term of Office.

Members are appointed to three (3) year terms, with an expiration date of December 31. Individuals appointed to replace Board members whose terms had not expired at the time of resignation shall be appointed to the remainder of the original three (3) year term. Maximum service is for three (3) consecutive terms. Members may be reappointed after a one year absence.

Section 4 Vacancies

Vacancies of the Board shall exist on the death, resignation or removal of a member. Vacancies shall be filled by appointment by the Grand Rapids City Council.

#### 4.1 Resignation.

Any Member may resign at any time by giving written notice of his or her resignation to the Board of Trustees. Any resignation shall take effect upon receipt of the notice or upon any later time specified in the notice, and need not be accepted to be effective. Any Member who is absent from three (3) consecutive meetings of the Board of Trustees without good cause acceptable to the Board shall be deemed to have resigned.

#### 4.2 Removal.

One or more Members may be removed by the Board of Trustees whenever, in its judgment, the best interests of the Library would be served. A Member may be removed by the affirmative vote by the majority of the Board of Trustees.

### Section 5 Officers

The officers of the Board shall consist of President, Vice-President and Secretary. Officers shall be elected by the Board at its reorganization meeting in January of each year.

The duties of officers shall be as follows:

- A. The President will preside at the meetings of the Board of Trustees.
- B. The Vice-President shall act in the absence or disability of the President.
- C. The Secretary shall act in the absence of the President and Vice-President

### Section 6 Powers and Duties of the Board

The powers and duties of the Board are those assigned to the Boards of Trustees of Public Libraries in Minnesota Statutes section 134.11.

### Section 7 Compensation

Library Board members shall receive no compensation for their services, but may be reimbursed for actual and necessary traveling expenses incurred in the discharge of library board duties and activities

### Section 8 Meetings

- A. Place of meetings: Meetings shall be held at the Library or at another place designated by the Board of Directors. If another place is designated, public notice must be given.
- B. Regular Meetings: Regular meetings of the Library Board shall be held monthly on a consistent schedule.
- C. Special Meetings: Special meetings of the Library Board may be called by the President, Vice-President or any two members. Such meetings shall be held at the Library or at another designated place. No items of business not specified with the notice of special meeting may be acted upon by the Board at a special meeting.
- D. Notice of Meetings: Immediately following annual reorganization, the Board shall notify the City Council and the official newspaper of the City of the time and place of regular meetings. Notice of

special meetings shall be made to the official newspaper of the City and to all members of the Board of Directors at least three (3) working days prior to a special meeting. Notice of special meetings must include a listing of any topics to be considered at the meeting.

E. Quorum: A quorum shall consist of five (5) of the members of the Library Board.

F. Conduct of Meetings:

a. Robert's Rules of Order shall constitute the rules governing all meetings of the Board unless those rules are in conflict with these by-laws or with provisions of law.

b. Meetings shall be conducted in accordance with the Open Meeting Laws of Minnesota

c. A time for public comment shall be specified at each meeting

G. Board members are allowed to participate in meetings via video connection if the requirements of MN Statutes 13D.02 are met.

#### Section 9 Majority Action as Board Action

Every act or decision done or made by a majority of the Board present at a duly held meeting at which a quorum is present is the act of the Library Board unless the laws of the State of Minnesota or these by-laws require different voting rules or a greater percentage for approval.

#### ARTICLE IV COMMITTEES

There may be Ad Hoc Committees appointed as needed, each of which shall consist of at least two persons appointed by the Board. The committee shall review matters as requested by the Board and advise the Board relative to the matters or make recommendations for consideration by the Board

#### ARTICLE V. LIBRARY RECORDS AND REPORTS

The Library Director shall maintain records in the Library for public and Board review. Records of Library correspondence, public relations, reports and all other library transactions shall be maintained as required by law

Financial records for the Library Board shall be maintained by the Finance Department of the City of Grand Rapids. Such records shall be audited annually as part of the audit of the City of Grand Rapids. All financial transactions of the Library or its Board must be carried out through the Finance Department.

#### ARTICLE VI AMENDMENT

The Board may amend these by-laws to include or omit any provision that it could lawfully include or omit at the time the amendment is made. Amendments proposed at one regular meeting of the Board may be approved at the next regular meeting. Proposed changes to the by-laws must be mailed to board members at least 20 days prior to the meeting during which the vote on approval will take place.

**BY-LAWS**  
**GRAND RAPIDS PUBLIC AREA LIBRARY**  
**BOARD OF DIRECTORS**

**ARTICLE I: PURPOSE**

The mission of the Grand Rapids ~~Public Area~~ Library is to foster a welcoming environment that builds a connected, informed and engaged ~~facilitate equal access to information and to enrich, enliven and enlighten our~~ community.

~~Toward this end~~ *To carry out that mission*, the Library Board shall operate a free public library ~~and meeting rooms~~ as authorized under Minnesota Statutes and under the City of Grand Rapids Municipal Code.

**ARTICLE II: LOCATION**

The principal office of the Library will be within the library building of the City of Grand Rapids. Records of the Library will be maintained there, ~~and at the City of Grand Rapids Finance Office~~ for public inspection.

**ARTICLE III: BOARD OF TRUSTEES**

Section 1. Composition

The Board shall be composed of nine (9) members. Five (5) members of the Board must be residents of the City of Grand Rapids. Four (4) must be residents of other supporting governmental units.

Section 2. Selection

Appointment of members to the Library Board is made by the City Council of the City of Grand Rapids. Membership on the Library Board is open to any resident of the library's service area. Openings will be advertised by the City, and applications will be received in the City Administrator's Office. All applicants will be considered without regard to race, color, religion, sex, national origin, age, marital or veteran status, disability, sexual preference or status with regard to public assistance.

Section 3 Term of Office.

Members are appointed to three (3) year terms, with an expiration date of December 31. Individuals appointed to replace Board members whose terms had not expired at the time of resignation shall be appointed to the remainder of the original three (3) year term. Maximum service is for ~~two~~ *(2) full three (3) consecutive terms. Members may be reappointed after a one year absence.*

Section 4 Vacancies

Vacancies of the Board shall exist on the death, resignation or removal of ~~any~~ a member. Vacancies shall be filled by appointment by the Grand Rapids City Council ~~of the City of Grand Rapids~~.

4.1 Resignation.

Any Member may resign at any time by giving written notice of his or her resignation to the Board of Trustees. Any resignation shall take effect upon receipt of the notice or upon any later time specified in the notice, and need not be accepted to be effective. Any Member who is absent from three (3) consecutive meetings of the Board of Trustees without good cause acceptable to the Board shall be deemed to have resigned.

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### Section 5 Officers

The officers of the Board shall consist of President, Vice-President and Secretary. Officers shall be elected by the Board at its reorganization meeting in January of each year.

The duties of officers shall be as follows:

- A. The President will preside at ~~all~~ the meetings of the Board of Trustees. ~~The President, with the secretary, authorizes expenditures from the Library Fund. The president and secretary may sign an order authorizing the payment of bills listed by the Director and Finance Department upon the signature of the majority of board members.~~
- B. The Vice-President shall act in the absence or disability of the President.
- C. ~~The Secretary, with the President, may authorize expenditures from the Library Fund.~~ shall act in the absence of the President and Vice-President

### Section 6 Powers and Duties of the Board

The powers and duties of the Board are those assigned to the Boards of Trustees of Public Libraries in Minnesota Statutes section 134.11.

### Section 7 Compensation

Library Board members shall receive no compensation for their services, but may be reimbursed for actual and necessary traveling expenses incurred in the discharge of library board duties and activities

### Section 8 Meetings

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- B. Regular Meetings: Regular meetings of the Library Board shall be held monthly on a consistent schedule.
- C. Special Meetings: Special meetings of the Library Board may be called by the President, Vice-President or any two members. Such meetings shall be held at the Library or at another designated place. No items of business not specified with the notice of special meeting may be acted upon by the Board at a special meeting.
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- E. Quorum: A quorum shall consist of five (5) of the members of the Library Board.
- F. Conduct of Meetings:
  - a. Robert's Rules of Order shall constitute the rules governing all meetings of the Board unless ~~they~~ those rules are in conflict with these by-laws or with provisions of law.
  - b. Meetings shall be conducted in accordance with the Open Meeting Laws of Minnesota
  - c. A time for public comment shall be specified at each meeting
- G. Board members are allowed to participate in meetings via video connection if the requirements of MN Statutes 13D.02 are met.

Section 9 Majority Action as Board Action

Every act or decision done or made by a majority of the Board present at a duly held meeting at which a quorum is present is the act of the Library Board unless the laws of the State of Minnesota or these by-laws require different voting rules or a greater percentage for approval.

ARTICLE IV COMMITTEES

There may be Ad Hoc Committees appointed as needed, each of which shall consist of at least two persons appointed by the Board. The committee shall review matters as requested by the Board and advise the Board relative to the matters or make recommendations for consideration by the Board

~~The standing committees consist of Building and Grounds, Finance, Long-range Planning and Personnel, Policy, and Public relations.~~

Section 1 ~~Building and Grounds Committee~~



~~The Building and Grounds Committee inspects the building and grounds annually, and gives a report of that inspection at the June meeting. The Building and Grounds Committee also undertakes first review of suggested alterations or improvement to the Library's physical plant and recommends on those suggestions.~~

~~Section 2 1 Finance Committee~~

~~The Finance committee reviews the annual budget prepared by the Director and recommends alterations, revisions or approval. It reviews potential revenue sources and makes recommendations to the Board as to methods of providing adequate funding for library functions operations.~~

~~Section 3 2 Long range Planning Committee~~

~~The Long range Planning committee annually reviews the long range plan of the library. It recommends revisions annually at the August meeting. If required it convenes planning sessions of the Board or of community members to assess and revise the plan.~~

Section 4 3 Personnel Committee

The Personnel Committee reviews personnel policies, requests policy revision from the City council, evaluates job descriptions, oversees the selection of personnel and hears grievances and other personnel issues as detailed in the Library's personnel policies.

Section 5 ~~Policy Committee~~

~~The Policy Committee receives and evaluates all recommendations for additions and changes to the Librarytends any changes it feels necessary after that review. At the annual reorganization meeting it recommends alterations to policy or continuation of approval of existing policies.~~

Section 6 ~~Public Relations Committee~~

~~The Public Relations Committee communicates the library program to the general public and administrative bodies of the cities and townships served; identifies public relations goals and develops an annual plan for implementation. It reports annually to the Board on the goals and planned activities for the coming year.~~

ARTICLE V.

LIBRARY RECORDS AND REPORTS

The Library Director shall maintain records in the Library and available for public and Board review. These records shall include informational materials provided for the Board, reports of the Director to the board, agendas, minutes and resolutions of the Board of Directors, and copies of all policies approved by the Board. Records of Library correspondence, public relations, reports and all other library transactions shall be maintained as required by law

Financial records for the Library Board shall be maintained by the Finance Department of the City of Grand Rapids. Such records shall be audited annually as part of the audit of the City of Grand

Rapids. All financial transactions of the Library or its Board must be carried out through the Finance Department.

## ARTICLE VI

### AMENDMENT

The Board may amend these by-laws to include or omit any provision that it could lawfully include or omit at the time the amendment is made. ~~Upon written notice of at least twenty (20) days, any number of amendments or an entire revision of the by-laws may be submitted and voted upon at a meeting of the Board of Directors and will be adopted at such meeting upon receiving a majority vote of members present at such meeting.~~ Amendments proposed at one regular meeting of the Board may be approved at the next regular meeting. Proposed changes to the by-laws must be mailed to board members at least 20 days prior to the meeting during which the vote on approval will take place.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 14-0755      **Version:** 1      **Name:** Employment agreement between the City of Grand Rapids and Scott A. Johnson.  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 8/18/2014      **In control:** City Council  
**On agenda:** 8/25/2014      **Final action:** 8/25/2014  
**Title:** Employment agreement between the City of Grand Rapids and Scott A. Johnson.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Johnson, Scott - Employment Agreement 2014](#)

Date	Ver.	Action By	Action	Result
8/25/2014	1	City Council	Approved	Pass

Employment agreement between the City of Grand Rapids and Scott A. Johnson.

**Background Information:**

**Staff Recommendation:**

City Administrator Tom Pagel is recommending entering into an employment agreement between the City of Grand Rapids and Scott A. Johnson.

**Requested City Council Action**

Consider executing the attached employment agreement between the City of Grand Rapids and Scott A. Johnson, Interim Chief of Police, effective July 28, 2014.

## INTERIM CHIEF OF POLICE EMPLOYMENT AGREEMENT

**THIS INTERIM CHIEF OF POLICE EMPLOYMENT AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between the **CITY OF GRAND RAPIDS**, a Minnesota municipal corporation (“City”) and **SCOTT A. JOHNSON**, (“Interim Chief of Police”).

### RECITALS

**WHEREAS**, City wishes to retain the services of an Interim Chief of Police to perform the general duties of the Chief of Police, as the duties may be determined by the City Council from time to time, for the time-limited, temporary interim period; and

**WHEREAS**, the Interim Chief of Police has indicated that he is qualified and willing to accept and perform the job responsibilities as Interim Chief of Police subject to the terms of this Interim Chief of Police Employment Agreement.

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

1. **EMPLOYMENT**. Upon the terms and conditions set forth in this Interim Chief of Police Employment Agreement, City hereby contracts with the Interim Chief of Police, to perform the duties of Interim Chief of Police.
2. **TERM OF EMPLOYMENT AGREEMENT**. The initial term of the Employment Agreement shall be from July 28, 2014 through such time that the City fills the Chief of Police position or chooses to terminate this agreement as provided for in Paragraph 7. Employment Agreement can be extended upon mutual agreement of the City and the Interim Chief of Police.
3. **DUTIES**. For purposes of this agreement, it is understood and agreed between the parties that the Interim Chief of Police shall provide oversight and management of the Police Department in accordance with the job description of Chief of Police on file in the Human Resources Office.
4. **COMPENSATION/BENEFITS**. In consideration of his performance of the duties required of him by this Employment Agreement, the Interim Chief of Police will be compensated at the rate of \$15,480 from the date of this agreement to December 31, 2014. The annual salary in 2015 will be \$45,520 spread over 26 pay periods. The annual salary in 2016 will be \$85,000 spread over 26 pay periods. The Interim Chief of Police’ compensation shall be subject to federal and state income tax withholding deductions, FICA and Medicare deduction. The position of Interim Chief of Police is an



To the Interim  
Chief of Police: Mr. Scott A. Johnson  
36538 Cedar Road  
Cohasset, MN 55721

- b. **Complete Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements between the parties. This Agreement can only be modified by written agreement of both parties. This Agreement shall be interpreted in accordance with the laws of the State of Minnesota. If the parties disagree upon the interpretation of this Agreement, and cannot resolve their differences in good faith, the parties agree to request non-binding mediation from the Minnesota Bureau of Mediation Services. Each party will be responsible for its own attorneys' fees, and the parties will split equally any other mediation fees.
- c. **Legality.** The parties covenant and agree that the provisions contained herein are reasonable and are not known or believed to be in violation of any federal or state law or regulation. In the event a court of competent jurisdiction finds any provision contained herein to be illegal or unenforceable, such court may modify such provision to make it valid and enforceable. Such modification shall not affect the remainder of this Agreement which shall continue at all times to be valid and enforceable. No payment may be made under this Agreement in excess of the maximum amount permitted by applicable law.

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

**CITY OF GRAND RAPIDS**

BY:

\_\_\_\_\_  
Mayor

AND:

\_\_\_\_\_  
City Clerk

**INTERIM CHIEF OF POLICE**

  
\_\_\_\_\_  
Scott A. Johnson



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0756      **Version:** 1      **Name:** Golf Course Employee  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 8/19/2014      **In control:** City Council  
**On agenda:** 8/25/2014      **Final action:** 8/25/2014  
**Title:** Golf Course Employee

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
8/25/2014	1	City Council	Approved	Pass

Golf Course Employee

**Background Information:**

The seasonal college and high school employees are headed back to school, leaving us with some vacancies to fill for the remainder of the season.

The staff requests approval for the hiring of Matt Alstad as a seasonal golf shop cashier.

**Staff Recommendation:**

Approve the hiring of Matt Alstad as a seasonal golf shop employee.

**Requested City Council Action**

Consider approving the hiring of Matt Alstad as a seasonal employee at Pokegama Golf Course at the wage of \$8.00/hour. He will be used primarily as a golf shop cashier/attendant.

His employment will begin August 26 and end no later than October 31, 2014.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0758      **Version:** 1      **Name:** Approve the hiring of two temporary employees with the IRA Civic Center/Sports Complex beginning August 26, 2014.

**Type:** Agenda Item      **Status:** Passed

**File created:** 8/20/2014      **In control:** City Council

**On agenda:** 8/25/2014      **Final action:** 8/25/2014

**Title:** Approve the hiring of two temporary employees with the IRA Civic Center/Sports Complex beginning August 26, 2014.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
8/25/2014	1	City Council	Approved	Pass

Approve the hiring of two temporary employees with the IRA Civic Center/Sports Complex beginning August 26, 2014.

**Background Information:**

Joshua Saunders will be hired to work at the IRA Civic Center starting at \$10.00 an hour as a Maintenance employee. He will be an additional employee to those who currently work at the IRA Civic Center.

Cole Burbie will be hired to work in the IRA Civic Center and Grand Rapids Sports Complex starting at \$8.00 an hour as a Concessions employee.

These expenses are covered in the 2014 budget.

**Staff Recommendation:**

Recommend the hiring of a two temporary employees with the IRA Civic Center/Sports Complex beginning August 26, 2014.

**Requested City Council Action**

Consider approving the hiring of Joshua Saunders as a Maintenance employee at a rate of \$10.00 per hour and Cole Burbie as a Concessions employee with the IRA Civic Center/Sports Complex at a rate of \$8.00 per hour beginning August 26, 2014.





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0764      **Version:** 1      **Name:** Authorize staff to solicit quotes for office furniture.  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 8/21/2014      **In control:** City Council  
**On agenda:** 8/25/2014      **Final action:** 8/25/2014  
**Title:** Authorize staff to solicit quotes for office furniture.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
8/25/2014	1	City Council	Approved	Pass

Authorize staff to solicit quotes for office furniture.

**Background Information:**

While dismantling the office furniture in the Administration Department in preparation for the carpet replacement, it was discovered that some of the office furniture is in disrepair. Ron Edminister, Facilities Maintenance Manager, has recommended that we begin replacing office furniture as needed and as the budget allows.

**Staff Recommendation:**

Facilities Maintenance Manager is recommending obtaining quotes and accepting the low quote for office furniture for the Administration Department. This is a budgeted item and will be charged to Building Maintenance.

**Requested City Council Action**

Consider authorizing staff to solicit quotes for office furniture in the Administration Department and accept the low quote in an amount not to exceed \$3,500.00.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0768      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 8/25/2014      **In control:** City Council  
**On agenda:** 8/25/2014      **Final action:** 8/25/2014  
**Title:** Consider approval of the Municipal Delegation Agreement with Minnesota Dept. of Labor and Industry (DOLI)

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Delegation Agreement 8-7-14.pdf](#)

Date	Ver.	Action By	Action	Result
8/25/2014	1	City Council	Approved	Pass

Consider approval of the Municipal Delegation Agreement with Minnesota Dept. of Labor and Industry (DOLI)

**Background Information:**

With some recent legislation that has changed the process for delegation of administration of the Building Code on "Public Buildings" and "State Licensed Facilities", DOLI has executed new agreements with all municipalities. This agreement continues the previously delegated responsibilities of inspection on reserved projects. Under the new review process, the Community Development Department has also applied for delegation of inspection on all projects, which is under review by DOLI. If approved, that will be brought forward in the future.

**Requested City Council Action**

Consider approval of the Municipal Delegation Agreement with Minnesota Dept. of Labor and Industry (DOLI)



**Municipal Delegation Agreement  
For Building Code Administration on  
Public Buildings & State Licensed Facilities**

**Building Official,**  
Travis Cole  
420 N Pokegama Ave  
Grand Rapids, MN 55744

**Date:** 8/7/2014

This Agreement is being sent to the **CITY OF Grand Rapids**  
In order to establish administration of the State Building Code on "Public Buildings" and "State Licensed Facilities" within your jurisdiction please review this Agreement, complete page 2, and return both pages to this division. If the offered level of code administration is not what you applied for, you are welcome to contact us in order to review our determination and your building department staffing in greater detail. Should that review confirm your request, our agreement with your municipality will be changed accordingly. If staffing or other circumstances change that could affect your ability to properly administer the code, it is your responsibility to notify us accordingly.

**WHEN EXECUTED, this Agreement shall serve as an agreement pursuant to Minnesota Statute 326B.106 Subd. 2, between CITY OF Grand Rapids And the Commissioner of Labor and Industry for transfer of State Building Code Administration from the Department of Labor and Industry to the municipality for "Public Buildings and State Licensed Facilities" described in M.S. 326.103 Subd.11 and Subd. 13.**

**This agreement may be refused or revoked by the Commissioner of Labor and Industry if it has been determined by the commissioner that according to M.S. 326B.106, any of the following occurs:**

- 1) The building official does not meet the requirements of M.S. 326B.133**
- 2) The building official does not wish to provide those services on one or more projects**
- 3) The municipality does not have enough adequately trained and qualified building inspectors to provide those service**

**This includes the right of the Commissioner to withhold a specific project from the municipality if the Commissioner determines that "the municipality does not have enough adequately trained and qualified building inspectors to provide those services" for that project.**

**The building official also reserves the right to defer administration of the code on a specific project back to the Division by notifying them in writing within 5 working days of receiving the project jurisdiction agreement.**

Travis Cole

The following level of code administration is being offered to your municipality by this division. Please review, sign below with your municipal manager/administrator, and return to this office.

{INSPECTIONS RESERVED PROJECTS} Municipality will attend to all required inspections, including:

- a. cursory plan review to familiarize inspector with the project, (main plan review done by CCLD);
- b. issue permits and maintain records. However, permits are not to be issued until written approval received from CCLD;
- c. oversee Special Inspections;
- d. adhere to all applicable written division Plan Review Policies. See [www.dli.mn.gov/CCLD/Opinion.asp](http://www.dli.mn.gov/CCLD/Opinion.asp);
- e. perform all required inspections for compliance with state approved plans and the State Building Code;
- f. review change orders and addendums for code compliance;
- g. will issue certificate of occupancy where applicable and/or final inspection of project.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby. When approved by all parties, this shall serve as a contractual agreement pursuant to Minnesota Statute 326B.106 Subd.2, between the municipality and the Commissioner of Labor and Industry for transfer of State Building Code administration from Dept. of Labor and Industry to the municipality.

Municipality: *CITY OF Grand Rapids*


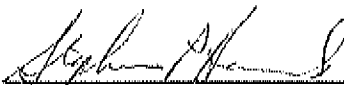
APPROVED:

APPROVED:

	<u>8/7/14</u>		<u>8/12/14</u>
Municipal Building Official	Date	Assistant Commissioner	Date

APPROVED:

APPROVED:

	<u>8/7/14</u>		<u>8/8/14</u>
Municipal Manager/Administrator	Date	State Building Official	Date



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 14-0763      **Version:** 1      **Name:** HRA Updates and Developments  
**Type:** Agenda Item      **Status:** Department Head Report  
**File created:** 8/21/2014      **In control:** City Council  
**On agenda:** 8/25/2014      **Final action:**  
**Title:** Housing and Redevelopment Authority Department Head Report - Jerry Culliton  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [HRA Updates and Developments](#)

Date	Ver.	Action By	Action	Result
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Housing and Redevelopment Authority Department Head Report - Jerry Culliton

## Housing and Redevelopment Authority of Grand Rapids, Minnesota

411 Seventh Street NW  
Grand Rapids, MN 55744  
Telephone: (218) 326-9515  
Fax: (218) 326-5019



August 22, 2014

To: Grand Rapids City Council

From: Jerry Culliton, Grand Rapids HRA

RE: HRA Updates and Developments

The GRHRA has basically three components. They are the “public” housing located at 411 NW 7<sup>th</sup> Street and 401 River Road, which are subsidized one bedroom apartments, with rents based on 30% of your adjusted gross income, which contain 92 units, in two separate buildings. We also own and operate Crystal Lake Town Homes which contain 6 buildings, with 48 total units which are 24 two bedroom, and 24 three bedroom units. This complex is a project based section 8 complex, again with 30 % of your adjusted gross income used for determining your rent for that facility. Forest Park West and Lakeshore Place contain 96 units in four separate buildings, and are one, two and three bedroom units with garages, as well as balconies.

Forest Park West and Lakeshore Place are affordable/ moderate rate rental housing complexes. We have just over 14 years remaining on the outstanding mortgage that financed the four buildings, two facilities, with a yearly debt service of approximately \$326,875. This amount includes the principal and interest yearly, of which there is \$3,878,673 remaining in principal. Crystal Lake Town homes have a first and second mortgage on the property for 30 years. The second mortgage is for 30 years at 0%, and the first mortgage is for 30 years at 5.5%, with a starting principal balance of 1,555,383, and monthly payments of approximately \$9,345.00. The two “public” buildings do not carry a mortgage, and the GRHRA own them in their entirety.

We were notified that we are eligible in applying for and obtaining Capital Fund Improvement money for fiscal year “2015 “. We are completing the steps for fiscal year “2014” capital funds, that amount is for \$79,961. These funds will be placed towards “public housing” building improvements only. These funds are used strictly for modernization and building improvements. They are only used for the “public” subsidized housing portion of the GRHRA, and are not part of our routine monthly operations. The capital funds **are not** part of any funding for Crystal Lake Town Homes, Forest Park West

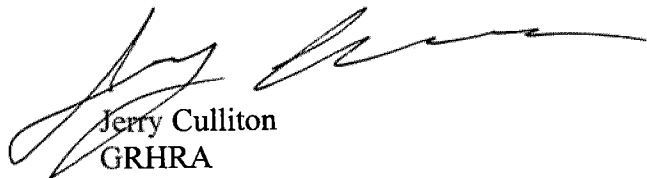
or Lakeshore Place. This money is used to maintain our two “public housing” buildings in proper condition.

In order to be eligible for these funds the GRHRA must write yearly, and have approved, a five year agency plan. The buildings are also inspected by an independent third party and must pass that inspection. Thirdly, we must pass financially, and once our CPA audits are completed, around June, we then submit our official audited information, which the Federal Government then reviews and grades, which finishes the audit process. We also must submit, and are in the process of submitting, our Management Assessment Information. After passing these criteria, we are then eligible for funding of Capital Funds on the monies appropriated, and approved by the Federal Government for that particular fiscal year. Our agency has continually been graded and designated a high performer, as you will note by the attached enclosure.

We are not doing a construction remodel project this past year at the “411” or “401” River Road buildings. We will be saving the next three years capital funds to do a larger project at the “411” building, most likely next year. It will be placed on a future GRHRA agenda for approval when it is ready.

Please allow this report to be the GRHRA report to the Grand Rapids City Council as I will **be unable** to attend the August 25, 2014 meeting.

Respectfully Submitted,



Jerry Culliton  
GRHRA

Enclosures: None



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0757      **Version:** 1      **Name:** VERIFIED CLAIMS  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 8/20/2014      **In control:** City Council  
**On agenda:** 8/25/2014      **Final action:** 8/25/2014  
**Title:** Consider approving the verified claims for the period August 5, 2014 to August 18, 2014 in the total amount of \$527,588.01.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Council Bill List 08-25-14.pdf](#)

Date	Ver.	Action By	Action	Result
8/25/2014	1	City Council	Approved As Presented	Pass

Consider approving the verified claims for the period August 5, 2014 to August 18, 2014 in the total amount of \$527,588.01.

**Requested City Council Action**

Consider approving the verified claims for the period August 5, 2014 to August 18, 2014 in the total amount of \$527,588.01.



DATE: 08/20/2014  
 TIME: 10:46:05  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 08/25/2014

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
ADMINISTRATION		
0315455	COLE HARDWARE INC	14.97
0612085	FLAHERTY & HOOD	371.73
TOTAL ADMINISTRATION		386.70
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE LINEN & APPAREL	25.56
1309332	MN STATE RETIREMENT SYSTEM	3,889.50
1909510	SIM SUPPLY INC	338.84
TOTAL BUILDING MAINTENANCE-CITY HALL		4,253.90
COMMUNITY DEVELOPMENT		
0301685	CARQUEST AUTO PARTS	87.47
1309495	MINUTEMAN PRESS	216.00
1920555	STOKES PRINTING COMPANY	15.79
TOTAL COMMUNITY DEVELOPMENT		319.26
ENGINEERING		
1900225	SEH-RCM	10,592.00
TOTAL ENGINEERING		10,592.00
FINANCE		
1309495	MINUTEMAN PRESS	149.19
TOTAL FINANCE		149.19
FIRE		
0205725	BETZ EXTINGUISHER COMPANY	12.50
0221650	BURGGRAF'S ACE HARDWARE INC	17.47
0300200	CDW GOVERNMENT INC	21.78
0401804	DAVIS OIL	101.89
0513231	EMERGENCY APPARATUS	722.78
0615225	FOERSTER SIGNS LLC	23.07
0718211	GREAT PLAINS FIRE INC	39.89
1301168	MARKETPLACE FOODS	50.97
1920555	STOKES PRINTING COMPANY	35.09
2015555	TOONSTRA PSYCHOLOGICAL SERVICE	350.00
2018225	TREASURE BAY PRINTING INC	44.00

DATE: 08/20/2014  
 TIME: 10:46:05  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 08/25/2014

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
FIRE		
	TOTAL FIRE	1,419.44
INFORMATION TECHNOLOGY		
0300200	CDW GOVERNMENT INC	600.00
	TOTAL INFORMATION TECHNOLOGY	600.00
PUBLIC WORKS		
0100027	AAA STRIPING	21,798.93
0100046	ASV, INC.	57.52
0221650	BURGGRAF'S ACE HARDWARE INC	302.87
0301685	CARQUEST AUTO PARTS	138.02
0305510	CENTRAL LANDSCAPE SUPPLY INC	445.00
0315455	COLE HARDWARE INC	307.40
0501650	EARL F ANDERSEN	98.73
0718215	GREEN AGAIN LAWN & AERATION	239.33
0801825	HAWKINSON CONSTRUCTION CO INC	1,210.30
0821705	HUSKY SPRING	869.82
1105444	KELLER FENCE COMPANY	1,500.00
1200500	L&M SUPPLY	43.95
1309332	MN STATE RETIREMENT SYSTEM	1,764.80
1503150	OCCUPATIONAL DEVELOPMENT CTR	700.00
1615650	PORTABLE JOHN	1,410.00
1618555	PROFESSIONAL TURF & RENOVATION	2,775.00
1801897	RAYMOND JOHNSON	395.00
1908248	SHERWIN-WILLIAMS	217.47
2018680	TRU NORTH ELECTRIC LLC	159.55
2021650	TURF AND TREE INC	5,020.00
2300600	W.P. & R.S. MARS COMPANY	72.50
2300765	W.W. WALLWORK INC	296.67
2305453	WESCO DISTRIBUTION INC	126.00
2605225	ZEE SERVICE COMPANY	31.90
	TOTAL PUBLIC WORKS	39,980.76
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	107.82
1301015	MACQUEEN EQUIPMENT INC	511.24
1415030	NAPA SUPPLY OF GRAND RAPIDS	28.62
1605740	PETROCHOICE-ANDERSON LUBRICANT	479.90
	TOTAL FLEET MAINTENANCE	1,127.58

DATE: 08/20/2014  
 TIME: 10:46:05  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 08/25/2014

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
POLICE		
0103325	ACHESON TIRE COMPANY INC	253.54
0118625	ARROW EMBROIDERY	149.70
0300200	CDW GOVERNMENT INC	78.10
0301685	CARQUEST AUTO PARTS	249.25
0312750	CLUSIAU SALES	586.69
0717996	GRAND ITASCA CLINIC	1,487.31
1305065	MEDTOX LABORATORIES INC	192.00
1909650	SIRCHIE FINGER PRINT INC	109.63
1915248	SOFTWARE HARDWARE INTEGRATION	332.00
1920233	STREICHER'S INC	4,352.11
2000400	T J TOWING	220.00
2114345	UNIFORMS UNLIMITED	3,498.51
2305550	WELLS FARGO LEGAL DEPT	39.85
	TOTAL POLICE	11,548.69
CENTRAL SCHOOL		
0113233	AMERIPRIDE LINEN & APPAREL	120.36
0221650	BURGGRAF'S ACE HARDWARE INC	29.95
0315455	COLE HARDWARE INC	53.46
0609457	FILTHY CLEAN INC	1,300.00
1503150	OCCUPATIONAL DEVELOPMENT CTR	65.00
1909510	SIM SUPPLY INC	134.60
	TOTAL	1,703.37
AIRPORT		
0315455	COLE HARDWARE INC	69.58
0504825	EDWARDS OIL INC	545.14
0518350	ALBERT CHARLES ERICKSON	2,408.42
0712225	GLEN'S ARMY NAVY STORE INC	99.90
0718010	CITY OF GRAND RAPIDS	300.28
1105444	KELLER FENCE COMPANY	710.00
	TOTAL	4,133.32
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	25.84
0221650	BURGGRAF'S ACE HARDWARE INC	23.99
1201730	LATVALA LUMBER COMPANY INC.	71.14

DATE: 08/20/2014  
 TIME: 10:46:05  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 08/25/2014

VENDOR #	NAME	AMOUNT DUE
CIVIC CENTER		
GENERAL ADMINISTRATION		
1301168	MARKETPLACE FOODS	53.45
1605611	PEPSI-COLA	792.80
1721105	QUALITY REFRIGERATION & HTG	80.50
1800655	R & R SPECIALTIES	346.25
1901500	SAMMY'S PIZZA	1,177.95
1901535	SANDSTROM COMPANY INC	625.60
1909510	SIM SUPPLY INC	198.85
1920555	STOKES PRINTING COMPANY	2.19
T000967	SUSAN HOLUM	450.00
TOTAL GENERAL ADMINISTRATION		3,848.56
RECREATION PROGRAMS		
0215225	JENNA BOEDIGHEIMER	3,604.50
0221650	BURGGRAF'S ACE HARDWARE INC	183.81
1201730	LATVALA LUMBER COMPANY INC.	71.24
1601751	PAUL BUNYAN COMMUNICATIONS	280.00
T000968	JENNIFER TIKKANEN	45.00
TOTAL		4,184.55
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE INC	133.29
1615427	POKEGAMA LAWN AND SPORT	454.63
TOTAL		587.92
DOMESTIC ANIMAL CONTROL FAC		
0113233	AMERIPRIDE LINEN & APPAREL	12.67
0221650	BURGGRAF'S ACE HARDWARE INC	23.99
1415048	NORTH COUNTRY VET CLINIC	51.00
TOTAL		87.66
GO IMP REFUNDING BOND-2009B		
1916650	SPRINGSTED	2,750.00
TOTAL		2,750.00

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 08/25/2014

VENDOR #	NAME	AMOUNT DUE
GENERAL CAPITAL IMPRV PROJECTS		
YMCA ACTIVE LIVING CENTER		
0718010	CITY OF GRAND RAPIDS	1,350.70
1900225	SEH-RCM	2,203.98
TOTAL YMCA ACTIVE LIVING CENTER		3,554.68
2014 INFRASTRUCTURE BONDS		
2011-2 CRYSTAL LAKE BLVD		
0218115	BRAUN INTERTEC CORPORATION	9,494.50
0920055	ITASCA COUNTY RECORDER	414.00
1900225	SEH-RCM	34,487.18
TOTAL 2011-2 CRYSTAL LAKE BLVD		44,395.68
PIR-PERMANENT IMPRV REVOLV FND		
2012-12 MIDDLE-MURPHY ROUTES		
1900225	SEH-RCM	5,976.39
TOTAL 2012-12 MIDDLE-MURPHY ROUTES		5,976.39
2012-9 5TH ST N STRIPING		
1900225	SEH-RCM	110.00
TOTAL 2012-9 5TH ST N STRIPING		110.00
STORM WATER UTILITY		
1605665	PERSONNEL DYNAMICS LLC	357.50
1921590	SUPERAMERICA 4759	208.95
TOTAL		566.45
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$ 142,276.10
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0114210	D. ANDERSON - CHANGE FUND	3,340.00
0200024	BP	415.47
0201354	B. BAIRD-PETTY CASH FUND	5.56
0212750	BLUE CROSS & BLUE SHIELD OF MN	38,659.00
0305530	CENTURYLINK COMMUNICATIONS LLC	259.00
0315454	TRAVIS COLE	88.48
0405305	LYNN DEGRIO	67.35
0409655	TIMOTHY DIRKES	40.00

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 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 08/25/2014

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0718015	GRAND RAPIDS CITY PAYROLL	231,645.88
0718070	GRAND RAPIDS STATE BANK	558.47
0801535	HAMMERLUND CONSTRUCTION INC	1,000.00
0805358	JACKIE HEINRICH	40.00
0809115	HIBBING COMMUNITY COLLEGE A	300.00
0900060	ICTV	1,440.58
0920055	ITASCA COUNTY RECORDER	92.00
1201402	LAKE COUNTRY POWER	45.39
1209516	LINCOLN NATIONAL LIFE	1,000.97
1209522	LINCOLN REPUBLIC INSURANCE CO	261.58
1301262	BRIAN MATTSO	26.00
1305046	MEDIACOM	11.03
1309098	MINNESOTA DEPT OF ADMN	590.00
1309167	MN BUREAU OF CRIMINAL	45.00
1309178	MINNESOTA GFOA	30.00
1309199	MINNESOTA ENERGY RESOURCES	40.92
1309332	MN STATE RETIREMENT SYSTEM	1,794.00
1309335	MINNESOTA REVENUE	8,464.34
1315630	ASHLEY MORAN	40.00
1405435	JEREMY NELSON	37.19
1405850	NEXTERA COMMUNICATIONS LLC	455.22
1516220	OPERATING ENGINEERS LOCAL #49	32,706.00
1621130	P.U.C.	18,150.29
1901820	WILLIAM SAW	91.41
1913344	HEATH SMITH	40.00
2000490	TDS Metrocom	1,053.32
2114360	UNITED PARCEL SERVICE	77.67
2205637	VERIZON WIRELESS	2,387.99
2209658	VIRTUAL RADIOLOGIC	11.67
2209665	VISA	1,874.62
2209705	VISIT GRAND RAPIDS	36,881.96
2305447	WELLS FARGO BANK NA	1,175.00
2405650	XEROX CORPORATION	68.55
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF		\$ 385,311.91
TOTAL ALL DEPARTMENTS		\$ 527,588.01