



CITY OF GRAND RAPIDS

CITY COUNCIL
CHAMBERS
420 NORTH POKEGAMA
AVE.

Meeting Agenda Full Detail City Council

Monday, April 23, 2012

5:00 PM

City Hall Council Chambers

5:00 p.m. CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, April 23, 2012 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

MEETING PROTOCOL POLICY

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

PUBLIC FORUM

COUNCIL REPORTS

5:05 p.m. APPROVAL OF MINUTES

12-0232 Approve Council minutes for April 9, 2012 Worksession and Regular meetings.

Attachments: [April 9, 2012 Worksession](#)
[April 9, 2012 Regular Meeting](#)

5:06 p.m. 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. 12-0194 Approval of the 2012-2104 LELS Local No. 239 (Police Union) Bargaining Agreement.

Attachments: [Police Contract 2012-2014](#)
[Police-MOU 2012-2014](#)

2. 12-0195 Approval of the 2012-2014 LELS Local No. 345 (Police Sergeants) Bargaining Agreement.

Attachments: [Sergeants Contract 2012-2014](#)
[Sergeants-MOU 2012-2013 with LELS for One-Time Payment](#)

3. 12-0231 Approve plans and specifications and order advertisement of bids for CP 2004-3, 4th Street SW/SE Improvements.
Attachments: 4-23-12 RESOL CP 2004-3 Ordering Advertisement.pdf

4. 12-0234 Entering into rental agreements with area businesses for advertising at the IRA Civic Center.
Attachments: 04-23-12-advertising contracts to be signed

5. 12-0235 Enter into a contract with Robb Stauber
Attachments: Stauber Contract 12

6. 12-0240 Granting of Trail Easement to City of LaPrairie
Attachments: 4-23-12 Attachment LaPrairie Easement.pdf

7. 12-0242 Supplemental Letter Agreement (SLA) with SEH related to CP 2004-3, 4th Street SW/SE Improvements.
Attachments: 4-23-12 Attachement CP 2004-3 SEH SLA.pdf

8. 12-0244 A maintenance agreement with Azteca Systems, Inc. for Cityworks work order programming.
Attachments: 4-23-12 Attachment City Works quote.pdf
 4-23-12 Attachment City Works.pdf

9. 12-0245 Accept the notice of retirement from Michael T. McCartney, Firefighter, effective May 13, 2012 at 12:00 midnight.
Attachments: McCartney retirement letter

10. 12-0254 Accept Grand Rapids EDA Annual Report for the year 2011.
Attachments: GREDA 2011 Annual Report

11. 12-0256 Adopt the Airport Advisory Board By-Laws.
Attachments: AIRPORT ADVISORY BOARD BYLAWS

12. 12-0247 Completion of Introductory Period for Recreation Program Coordinator Anthony (Tony) Clifton.

13. 12-0250 Review Request for Proposals for Solid Waste Service.
Attachments: Solid Waste RFP

5:08 SETTING OF REGULAR AGENDA
p.m.

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.

5:09 ACKNOWLEDGE BOARDS & COMMISSIONS

a.m.

14. 12-0204 Acknowledge minutes for Boards & Commissions.
- Attachments:** [January 18, 2012 HRA Organization Meeting](#)
[February 15, 2012 HRA](#)
[January 11, 2012 PUC Regular Meeting](#)
[January 18, 2012 PUC Special Meeting](#)
[February 15, 2012 PUC Regular Meeting](#)
[March 12, 14 and 30, 2012 PUC Special & Regular meetings](#)
[February 8, 2012 Civic Center, Park & Rec Board](#)
[March 13, 2012 Civil Service Commission](#)
[April 10, 2012 Police Civil Service Commission](#)
[March 14, 2012 Library Board](#)
[March 20, 2012 Golf Board Minutes](#)

5:10 DEPARTMENT HEAD REPORT

p.m.

15. 12-0236 Golf Course Spring Report to Council

5:15 COMMUNITY DEVELOPMENT

p.m.

16. 12-0237 Consider adopting a resolution authorizing a partial refund of the Petition for Text Amendment to the Zoning Ordinance fee collected from Mr. Luke Popham d.b.a. Anytime Fitness.
- Attachments:** [Letter-Resolution for Refund Request 4-23-12](#)

5:20 ADMINISTRATION DEPARTMENT

p.m.

17. 12-0091 Appointment of Ashley Moran to the position of Police Officer.
18. 12-0248 Consider approving the designation of Travis Cole as Interim Building Official and the retroactive adjustment of his current salary by 10% effective February 11, 2012 and authorize the Mayor to sign the Notice of Designation of Vacancy Of Certified Building Official.
- Attachments:** [Interim Building Official Designation 4-23-12](#)
19. 12-0253 Consider appointing Murray Ward as an On-Call Building Inspector.

5:30 VERIFIED CLAIMS

p.m.

20. [12-0249](#) Consider approving the verified claims for the period April 3, 2012 to April 16, 2012 in the total amount of \$494,467.99.

Attachments: [042312 BILL LIST](#)

Recess regular meeting for 1st scheduled Public Hearing**6:00 PUBLIC HEARINGS**

p.m.

21. [12-0238](#) Conduct a public hearing to consider the rezoning of a 20.5 ft. strip of land from R-1 (One-Family Residential) to GB (General Business) located within Block 1, Clover First Addition to Grand Rapids.

Attachments: [REZ Location Maps- 1 & 2](#)
[Childs REZ- Application](#)

Reconvene regular meeting.

22. [12-0239](#) Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map by rezoning a 20.5 ft. strip of land located within Block 1, Clover First Addition to Grand Rapids from the established R-1 (One-Family Residential) to GB (General Business).

Attachments: [Childs REZ Ordinance w-exhibit map 4-23-12](#)

Recess regular meeting for 2nd scheduled Public Hearing

23. [12-0228](#) A Public Hearing related to CP 2011-6, Horseshoe Lake Road Improvements

Attachments: [4-23-12 Attachment CP 2011-6 Presentation.pdf](#)

Reconvene regular meeting.

24. [12-0229](#) A Resolution Ordering the Improvement and Plans and Specifications for CP 2011-6, Horseshoe Lake Road Improvements.

Attachments: [4-23-12 Resolution CP 2011-6 Order Improvement and Plans and Specs.pdf](#)

25. [12-0230](#) A resolution eliminating parking on Horseshoe Lake Road from Golf Course Road to Oakdale Drive related to CP 2011-6.

Attachments: [4-23-12 Resolution CP 2011-6 Parking.pdf](#)

26. [12-0243](#) A Supplemental Letter Agreement (SLA) with SEH for design/construction engineering services related to CP 2011-6, Horseshoe Lake Road Improvements.

Attachments: [4-23-12 Attachment CP 2011-6 SEH SLA.pdf](#)

ADJOURNMENT

NEXT REGULAR MEETING IS SCHEDULED FOR MAY 14, 2012, AT 5:00 P.M.

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

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

Attest:

Shawn Gillen, City Administrator



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0232 **Version:** 1 **Name:** Council Minutes
Type: Agenda Item **Status:** Passed
File created: 4/17/2012 **In control:** Administration
On agenda: 4/23/2012 **Final action:** 4/23/2012
Title: Approve Council minutes for April 9, 2012 Worksession and Regular meetings.
Sponsors:
Indexes:
Code sections:
Attachments: [April 9, 2012 Worksession](#)
[April 9, 2012 Regular Meeting](#)

Date	Ver.	Action By	Action	Result
4/23/2012	1	City Council	Approved As Presented	Pass

Approve Council minutes for April 9, 2012 Worksession and Regular meetings.



CITY OF GRAND RAPIDS

CITY COUNCIL
CHAMBERS
420 NORTH POKEGAMA
AVE.

Minutes - Final - Draft City Council Work Session

Monday, April 9, 2012

4:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof a Worksession of the Grand Rapids City Council was held on Monday, April 9, 2012 at 4:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

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

Present 5 - Mayor Dale Adams, Councilor Dale Christy, Councilor Ed Zabinski, Councilor Joe Chandler, and Councilor Gary McInerney

Discussion Items

1. Discuss potential Council members to be part of the Central School Strategic Planning Evaluation.
Finance Director Miller provided background information on evaluation plan. Mayor Adams volunteers to participate on the evaluation committee.
2. Discuss request for consideration of adopting resolution regarding "Corporations as Citizens"
Mayor Adams provides background information. The Council does not wish to take a position on this issue.

ADJOURN

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

Respectfully submitted: Kimberly Johnson-Gibeau, City Clerk



CITY OF GRAND RAPIDS

CITY COUNCIL
CHAMBERS
420 NORTH POKEGAMA
AVE.

Minutes - Final - Draft City Council

Monday, April 9, 2012

5:00 PM

City Hall Council Chambers

5:00 p.m. CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, April 9, 2012, - 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

5:01 p.m. CALL OF ROLL

Present 5 -

Councilor Gary McInerney, Councilor Dale Christy, Councilor Ed Zabinski, Councilor Joe Chandler, and Mayor Dale Adams

5:02 p.m. PRESENTATIONS/PROCLAMATIONS

Proclaim Friday, April 27 Arbor Day in Grand Rapids

Arbor Day proclaimed.

5:07 p.m. MEETING PROTOCOL POLICY

5:08 p.m. PUBLIC FORUM

5:13 p.m. COUNCIL REPORTS

5:15 p.m. APPROVAL OF MINUTES

Approve minutes for Monday, March 26, 2012 Worksession and Regular meetings.

A motion was made by Councilor Gary McInerney, seconded by Councilor Dale Christy, to approve Council minutes for Monday, March 23, 2012 worksession and regular meetings as presented. The motion PASSED by unanimous vote.

5:16 p.m. CONSENT AGENDA

1. Authorize publication in summary form, City Ordinance 12-03-03 - Ordinance

relating to criminal history background for applicants for City employment and City licenses, adopted on March 26, 2012.

Approved by consent roll call

2. Consider approval of the final plat of Lakewood Heights Addition to Grand Rapids.

Adopted Resolution 12-36 by consent roll call

3. Adopt a Resolution to Accept a \$1,600.00 Donation to the Grand Rapids Fire Department Prevention & Education Program from the Itasca County Fire Chiefs Association

Adopted Resolution 12-37 by consent roll call

4. Consider approving the annual renewal of the license for the Capital Planning Software *Plan-It!*.

Approved by consent roll call

5. A resolution accepting a state grant for a snow blower at the airport.

Adopted Resolution 12-38 by consent roll call

6. A resolution accepting a feasibility report and calling for a public hearing on CP 2011-6, Horseshoe Lake Road Improvements.

Adopted Resolution 12-39 by consent roll call

7. Approve hiring of part time employees with the Grand Rapids Park and Recreation Department

Approved by consent roll call

8. Consider the purchase of new backup software.

Approved by consent roll call

9. Seasonal Golf Course Employee

Approved by consent roll call

Approval of the Consent Agenda

A motion was made by Councilor Zabinski, seconded by Councilor Christy, to approve the Consent Agenda as presented, and adopting resolutions as stated. The motion carried by the following vote

Aye 5 -

Councilor Gary McInerney, Councilor Dale Christy, Councilor Ed Zabinski, Councilor Joe Chandler, and Mayor Dale Adams

5:21 SETTING OF REGULAR AGENDA

p.m.

A motion was made by Councilor Dale Christy, seconded by Councilor Ed Zabinski, to approve the regular agenda as presented. The motion PASSED by unanimous vote.

5:23 DEPARTMENT HEAD REPORT

p.m.

Public Works Department Head Report - Jeff Davies, Public Works Director

Received and Filed

5:33 ADMINISTRATION DEPARTMENT

p.m.

10. Consider adopting a resolution establishing a primary election for the City of Grand Rapids for municipal offices.

Resolution is not introduced for adoption, therefore the item fails due to lack of support.

5:38 VERIFIED CLAIMS

p.m.

11. Consider approving the verified claims for the period March 20, 2012 to April 2, 2012 in the total amount of \$664,356.37.

Requested City Council Action

Consider approving the verified claims for the period March 20, 2012 to April 2, 2012 in the total amount of \$664,356.37.

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

Aye 5 -

Councilor Gary McInerney, Councilor Dale Christy, Councilor Ed Zabinski, Councilor Joe Chandler, and Mayor Dale Adams

5:43 ADJOURNMENT

p.m.

A motion was made by Councilor Ed Zabinski, seconded by Councilor Gary McInerney, to adjourn the meeting at 5:30 p.m. The motion PASSED by unanimous vote.

Respectfully submitted: Kimberly Johnson-Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0194 **Version:** 1 **Name:** Approval of the 2012-2104 LELS Local No. 239 (Police Union) Bargaining Agreement.
Type: Agenda Item **Status:** Passed
File created: 3/21/2012 **In control:** Administration
On agenda: 4/23/2012 **Final action:** 4/23/2012
Title: Approval of the 2012-2104 LELS Local No. 239 (Police Union) Bargaining Agreement.
Sponsors:
Indexes:
Code sections:
Attachments: [Police Contract 2012-2014](#)
[Police-MOU 2012-2014](#)

Date	Ver.	Action By	Action	Result
4/23/2012	1	City Council	Approved	Pass
3/26/2012	1	City Council	Postponed	

Approval of the 2012-2104 LELS Local No. 239 (Police Union) Bargaining Agreement.

Background Information:

We have conclude labor negotiations with the Police Officer represented employees, and we have tentatively agreed with the attached proposal. The essential components of the agreement are:

Wages

2012 1½% one-time lump sum payment, 2% increase to base

2013 1½ % one-time lump sum payment, 2% increase to base

2014 1% one-time lump sum payment, 1% increase to base wage

Investigators will be at 7% above Police Officer pay on wage scale.

Article 13 Clothing/Equipment Allowance

Eliminate shoe reimbursement and add \$100.00 to clothing allowance

Section 14.6 Dental Insurance

The Employer will pay the premium cost for the basic/low plan option for single dental coverage only for those employees electing to participate in the Employer-designated dental insurance plan. The Employer may also offer through the dental insurance plan a family coverage option. The Employer contribution to dental insurance for family dental insurance plan option will be equal to the Employer contribution for the Employer-designated single basic/low dental insurance plan option. All premium costs for family dental coverage or for an employee electing a higher option/benefit single plan coverage above the Employee contribution to premium as provided herein for the single basic/low dental insurance plan option, shall be paid by the employee electing said higher coverage.

Section 14.2 Health Insurance Premium Employer Share

Family Single

2012 80% 90%

2013 80% 90%

2014 80% 90%

Section 14.2 Health Savings Account (HSA) Contribution

2012 \$4,300 family

\$2,150 single

2013 \$4,000 family
\$2,000 single
2014 \$4,000 family
\$2,000 single

Requested City Council Action

Consider approving the Law Enforcement Labor Services Local No. 239 (Police Union) Collective Bargaining Agreement and authorize City Administrator Shawn Gillen to make any necessary unsubstantive changes (i.e. clerical errors).

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF GRAND RAPIDS

AND

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

POLICE

January 1, 2012 – December 31, 2014

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PREAMBLE

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

ARTICLE 1 DEFINITIONS

The terms set forth below shall be defined as follows:

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

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

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

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

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

Section 1.6. Employer: The City of Grand Rapids.

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

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

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

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

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

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

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

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

ARTICLE 2 PURPOSE OF AGREEMENT

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

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

ARTICLE 3 RECOGNITION

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

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

ARTICLE 4 RESPONSIBILITIES OF PARTIES

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

Section 4.2. The management of the City of Grand Rapids has the right to direct the work force, to direct, plan and control City operations and services, to hire, recall, transfer, and promote employees for good and sufficient reason, to demote, suspend, discipline and discharge employees for just cause, to lay off employees because of lack of work or for other legitimate reasons, to introduce new

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

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

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

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

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

ARTICLE 5 UNION ACTIVITY

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

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

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

ARTICLE 6
CHECKOFF OF UNION DUES/FAIR SHARE

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

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

Section 6.3. Indemnification. The Union agrees to indemnify, save and hold harmless the Employer from any claims arising out of the provisions of this Article.

ARTICLE 7
GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

Step 4 – A grievance unresolved in Step 3 or Step 3A and appealed to Step 4 by the Union may be submitted to arbitration in accordance with the Minnesota Public Employment Labor Relations Act, Minnesota Statutes, Chapter 179A, as amended, and the “Rules

Governing the Arbitration of Grievances” as established by the Bureau of Mediation Services.

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

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

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

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

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

ARTICLE 8 HOURS OF WORK

Section 8.1. Work Schedules. The normal work year is between two-thousand eighty (2080) and two-thousand one hundred eight-four (2,184), straight time hours, depending on the Employee's classification, to be accounted for by each Employee through:

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

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

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

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

ARTICLE 9 OVERTIME

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

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

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

ARTICLE 10 COMPENSATORY TIME

Section 10.1. Employees may choose to accumulate up to ninety (96) hours of overtime to be used as compensatory time off with pay. For each hour of overtime accumulated the Employee shall be entitled to one and one-half (1 and ½) hours off work without loss of pay per the Federal Fair Labor

Standards Act. Any accumulated, unused compensatory time in excess of 96 hours shall be paid off in cash during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned. The Employer may require that any accumulated, unused compensatory time remaining as of November 30 of each year be paid off in cash. The Employer may require that any accumulated, unused compensatory time for an Employee above 80 hours and remaining as of November 30 of each year be paid on the Employee's behalf to a Post Retirement Health Care Savings Account.

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

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

ARTICLE 11 WAGES

Section 11.1. Police Union Wage Schedule 2012-2014. The below schedule reflects a 2.00% general wage increase for the year 2012; 2.00% in 2013; and 1.00% in 2014. In the 2009-2011 contract there was a reduction in years to top in wages and longevity.

[Remainder of page intentionally left blank - Wage schedule to follow on the next page.]

YEAR	%	WAGE SCHEDULE					LONGEVITY*		
		0-2	2	3	4	5	10	15	20
		Years	Years	Years	Years	Years	Years	Years	Years
2012									
Officer	2.00% (Eff. 1/1/12)	22.92	23.52	24.05	24.54	25.47	25.72	25.97	26.22
School Liaison**		23.92	24.52	25.05	25.54	26.47	26.72	26.97	27.22
Investigator***		24.52	25.17	25.74	26.26	27.25	27.50	27.75	28.00
2013									
Officer	2.00% (Eff. 1/1/13)	23.38	23.99	24.53	25.03	25.98	26.23	26.48	26.73
School Liaison**		24.38	24.99	25.53	26.03	26.98	27.23	27.48	27.73
Investigator***		25.01	25.67	26.25	26.78	27.80	28.05	28.30	28.55
2014									
Officer	1.00% (Eff. 1/1/14)	23.61	24.23	24.78	25.28	26.24	26.49	26.74	26.99
School Liaison**		24.61	25.23	25.78	26.28	27.24	27.49	27.74	27.99
Investigator***		25.26	25.93	26.51	27.05	28.08	28.33	28.58	28.83

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

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

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

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

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

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

ARTICLE 12 TRAINING TIME, COURT TIME, CALL TIME

Section 12.1. Training Time. Whenever an officer is required by the Employer to attend a seminar, training session, or courses for keeping current the Employee's qualifications, or for other reasons, the Employee shall be compensated for the Employee's attendance at the aforementioned off duty

programs, and travel to and from such programs, at the Employee's regular base rate of pay. Such seminars, training sessions or certification programs shall be approved by the Chief and/or the City Council.

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

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

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

ARTICLE 13 CLOTHING/EQUIPMENT ALLOWANCE

Section 13.1. The Employer will issue new officers the following clothing and equipment:

- Three winter shirts with patches
- Three summer shirts with patches
- Three uniform pants
- Two badges plus hat badge
- One winter hat
- One summer hat
- Authorized duty belt
- Handcuffs
- Ties and dickies
- Winter jacket with patches
- Summer jacket with patches
- Bullet proof vest

Section 13.2. Effective January 1, 2012, an Employee who is beginning the second year of employment, or any year subsequent to the second year, shall be provided \$855.00 per year clothing/equipment allowance. Effective January 1, 2013, an Employee who is beginning the second

year of employment, or any year subsequent to the second year, shall be provided \$890.00 per year clothing/equipment allowance. Effective January 1, 2014, an Employee who is beginning the second year of employment, or any year subsequent to the second year, shall be provided \$925.00 per year clothing/equipment allowance. (Note: The foregoing 2012 allowance reflects a \$100 per year increase over the 2011 amount of \$755.00 resulting from the elimination, effective January 1, 2012, of the \$200 every 2 years approved footwear allowance). The clothing/equipment allowance provided in this paragraph includes approved footwear. Approved footwear shall be determined by the Chief in the Chief's discretion and such determination shall not be subject to the grievance procedure. If an employee leaves employment prior to December 31, after receiving the annual clothing/equipment allowance for that year, the employee shall reimburse the Employer for that portion of the allowance prorated based on the number of months remaining in the year.

Section 13.3. Effective January 1, 2009, the Employer will reimburse newly hired police officers up to a maximum of \$400 for the purchase of an Employer approved service firearm. Approved service firearms shall be determined by the Chief in the Chief's discretion and such determination shall not be subject to the grievance procedure. Upon termination of employment the firearm or the reimbursed amount will be returned to the Employer if separation is within one year of service with the Employer.

Section 13.4. All clothing and equipment shall be the property of the individual, including a firearm, which shall be approved by the Police Chief and purchased by the officer. (Provided, however, firearms issued to officers employed prior to ratification of the 1998-2000 contract shall remain the property of the City.)

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

ARTICLE 14

ACTIVE EMPLOYEE GROUP INSURANCE BENEFITS

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

Section 14.2. Health and Medical Insurance. The Employer shall respectively pay 90% for 2012, 2013, and 2014 of the premium cost of single health and medical insurance coverage for Employees electing to participate in the Employer-designated health and medical insurance plan. The Employer shall respectively pay 80% for 2012, 2013, and 2014 of the premium cost of family health and medical insurance coverage for Employees electing to participate in the Employer-designated health and medical insurance plan. Health and medical insurance coverage shall be provided through an Employer-designated health and medical insurance plan and shall be provided to all benefit eligible Employees upon the effective date of said coverage.

The Employer will make an annual contribution toward a Health Savings Account (HSA) for eligible employees participating in a group health and medical insurance plan offered by the Employer, which includes an HSA, as provided in this paragraph. The Employer will contribute to the HSA of each eligible employee participating in an Employer-designated health and medical insurance plan, which includes an HSA, to the extent that the Employer and insurance carrier continue to offer such a plan as part of the Employer provided group health and medical insurance program, in an amount per year up to but not to exceed \$5,000 of the deductible, for the first year of employment and, \$4,300 for 2012, \$4,000 for 2013 and \$4,000 for 2014 for family coverage and one-half the stated amount in each respective year for single coverage.

Employer agrees to self-insure and reimburse the Employee for all eligible out-of-pocket medical expenses for in-patient and out-patient hospital services up to a maximum of \$5,000 per Employee per year for family coverage and up to a maximum of \$2,500 per Employee per year for single coverage.

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

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

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

Section 14.5. The designation of the insurance carrier in Section 14.2 is inserted for the purpose of defining benefits only, and upon notice to the Union, the Employer shall have the right to choose and to change the insurance carrier so long as benefits are not reduced below those specified, except for minimal variations, and there is no lapse in insurance coverage. The Employer shall pay the same percentage of the cost of the family and single organ transplant coverage as the respective percentage of the cost of family and single health and medical insurance coverage set forth in Section 14.2 above.

Section 14.6. Dental Insurance. The Employer will designate and make available to eligible Employees a basic dental insurance plan. The Employer will pay the premium cost for the basic/low plan option for single dental insurance coverage only for those Employees electing to participate in the Employer-designated dental insurance plan. The Employer may also offer through the dental insurance plan a family coverage option. The Employer contribution to dental insurance for the family dental insurance plan option will be equal to the Employer contribution for the Employer-designated single basic/low dental insurance plan option. All premium costs for family dental

insurance coverage or for an Employee electing a higher option/benefit single plan coverage above the Employer contribution to premium as provided herein for the single basic/low dental insurance plan option, shall be paid by the Employee electing said higher coverage.

ARTICLE 15 INSURANCE COVERAGE OF RETIRED EMPLOYEES

Section 15.1. Laws of 1965, Chapter 296, authorized the Employer to insure or protect its retired employees and their dependents under a policy or policies or contract or contracts, of group insurance or benefits covering life, health and accident, medical and surgical benefits or hospitalization insurance or benefits and pay all or any part of the premiums or charges of such insurance protection.

Section 15.2. Eligibility of Retired Employees. The Employer will continue to provide hospitalization and medical insurance coverage for a retired employee under the following conditions: 1) the employee must qualify for a Minnesota Public Employees Retirement Association (PERA) pension; 2) the employee must have reached a retirement age acceptable to PERA or the retired age limit set by the Employer; 3) the employee must be under the age of sixty-five (65) and not be eligible for Medicare; and 4) the employee must have exhausted all eligible funds from either; a) the employee's individual sick leave fund for an employee who retires after November 1, 1972 but before December 18, 2004, or b) the employee's individual health care savings plan, as administered by the Minnesota State Retirement System (MSRS), for an employee who retires after December 18, 2004 (the effective date of the Employer's Flexible Time Off Policy).

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

For an employee who retires after November 1, 1972 but before December 18, 2004, and meets the eligibility requirements provided above, the procedures contained in Appendix B-2 to the agreement between the Employer and Union in effect from the period January 1, 2001 through December 31, 2003 shall apply.

ARTICLE 16 HOLIDAYS

Section 16.1. All Employees shall receive eighty-four (84) hours holiday pay per year, payable in two separate checks in the first pay period of June and December of each year. For investigators and liaison officers, when a recognized holiday falls on a normal work day, the employee shall be scheduled with the day off and compensated at the employee's straight time pay.

Section 16.2. Any Employee working any portion of the following holidays shall receive one and one-half (1 and ½) times the Employee’s regular base rate of pay for only the actual hours worked on the holidays listed in this Section 16.2.

New Year’s Day
Birthday of Martin Luther King, Jr.
Washington’s Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Half the hours worked on Christmas Eve Day
Christmas Day

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

**ARTICLE 17
FLEXIBLE TIME OFF**

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

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

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

Completed Years of Employment Flexible Time Off Accrued

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

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

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

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

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

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

Section 17.5. Personal Conversion Account. In accordance with the Flexible Time Off Plan, as incorporated into the City of Grand Rapids Personnel Policies, and the conversion formula for eligible Employee Personal Conversion Accounts (PCA) established therein, from the PCA account established for each eligible Employee, each year for the years 2005, 2006, 2007, 2008, and 2009, an annual equal deposit, based on each eligible Employee's individually calculated PCA, will be made on the Employee's behalf to a Post Retirement Health Care Savings Account.

ARTICLE 18
LEAVE

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

ARTICLE 19
DISCIPLINE

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

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

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

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

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

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

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

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

ARTICLE 20 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

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

ARTICLE 21 LAYOFF/SENIORITY

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

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

bargaining unit, their seniority begins to accrue on the date they enter the bargaining unit. Seniority continues to accrue for any and all Employees who change classification within the bargaining unit.

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

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

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

ARTICLE 22 WAIVER

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

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

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

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

**ARTICLE 23
DURATION OF CONTRACT**

Except as otherwise provided, this Agreement shall continue in effect and in force from January 1, 2012 through December 31, 2014, provided, however, that either party shall have the right to give written notice to the other party sixty (60) days prior to January 1, 2015, of their desire to reopen the agreement for the purpose of negotiations and settlement of a new agreement.

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

CITY COUNCIL, GRAND RAPIDS

LAW ENFORCEMENT LABOR SERVICES,
INC.

BY: _____
Dale Adams, Mayor

BY: _____
Kim Sobiek, Business Agent

BY: _____
Shawn Gillen, City Administrator

BY: _____
President, Local 239

DATE: _____

DATE: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into by and between the City of Grand Rapids (the “City” or “Employer”), and Law Enforcement Labor Services, Inc., Local No. 239, (the “Union”), on behalf of the City of Grand Rapids police officers bargaining unit (the “Bargaining Unit”).

WHEREAS, the Employer and the Union have agreed upon and placed in written form the terms and conditions of employment for employees in the Bargaining Unit through the Collective Bargaining Agreement by and between the Employer and the Union, which is in effect and enforceable upon both parties from January 1, 2012 through December 31, 2014 (the “CBA”); and

WHEREAS, in addition to the adjustment to base wages reflected in Article 11 of the CBA, the Employer and Union have agreed to a one-time lump sum payment as compensation for employees in the years 2012, 2013 and 2014, respectively.

NOW, THEREFORE, BE IT RESOLVED THAT all parties hereto, in consideration of their mutual covenants and agreements to be performed, as hereinafter set forth, agree as follows:

Article 1. One-Time Lump Sum Payment

The City will pay each employee a lump-sum, one-time payment by payroll on the first payroll of 2012 and 2013, respectively, equivalent to 1.50%, and 2014 equivalent to 1%, of their previous calendar year’s hourly wage as of December 31 of the previous calendar year multiplied by 2,080 hours, subject to normal withholdings under City’s applicable collective bargaining agreement, practices, policies, rules, regulations or practices in effect as of the date the payment is made. This payment is wholly independent of and shall not be included in determining other compensation owing to the employee. For example, this payment does not affect the following: (1) the base pay rate, normal pay rate or similar pay for the employee; or (2) the pay rate used to calculate any payments made to employee pursuant to the collective bargaining agreement.

Article 2. Amendment or Modification

This MOU or any of its terms may only be amended or modified by a written instrument signed by or on behalf of all of the parties hereto and ratified by the Union and City Council.

Article 3. Entire MOU

This MOU constitutes the entire MOU among the parties hereto and no representations, warranties, covenants, or inducements have been made to any party concerning this MOU, other than the representations, covenants, or inducements contained and memorialized in this MOU.

Article 4. Term and Termination

This MOU expires and shall terminate and have no force or effect following its expiration on December 31, 2014. This MOU is intended for the sole and limited purpose specified herein. Effective January 1, 2015, this MOU will no longer be in force or effect.

Article 5. No Precedent or Past Practice

The parties hereto expressly agree that this MOU shall not constitute or establish any precedent, past practice or otherwise place any limitation on any management right of the Employer. Neither this MOU nor its terms can be introduced, referred to, or in any other way utilized in any subsequent negotiations, mediation, arbitration, litigation, or administrative hearing, except as may be necessary to enforce its provisions and terms or as otherwise required by law.

Article 6. Effective Date

This MOU is effective on the latest date affixed to the signatures hereto.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed on the latest date affixed to the signatures hereto.

CITY COUNCIL, GRAND RAPIDS

LAW ENFORCEMENT LABOR SERVICES, INC.

By: _____
Dale Adams, Mayor

By: _____
Kim Sobiek, Business Agent

By: _____
Shawn Gillen, City Administrator

By: _____
_____, Union Steward

Date: _____

Date: _____



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0195 **Version:** 1 **Name:** Approval of the 2012-2014 LELS Local No. 345 (Police Sergeants) Bargaining Agreement.
Type: Agenda Item **Status:** Passed
File created: 3/21/2012 **In control:** Administration
On agenda: 4/23/2012 **Final action:** 4/23/2012
Title: Approval of the 2012-2014 LELS Local No. 345 (Police Sergeants) Bargaining Agreement.
Sponsors:
Indexes:
Code sections:
Attachments: [Sergeants Contract 2012-2014](#)
[Sergeants-MOU 2012-2013 with LELS for One-Time Payment](#)

Date	Ver.	Action By	Action	Result
4/23/2012	1	City Council	Approved	Pass
3/26/2012	1	City Council	Postponed	

Approval of the 2012-2014 LELS Local No. 345 (Police Sergeants) Bargaining Agreement.

Background Information:

Wages

2012 1½% one-time lump sum payment, 2% increase to base

2013 1½ % one-time lump sum payment, 2% increase to base

2014 1% increase to base wage

(maintain 9% differential over top patrol pay for Sergeants)

Article 13 Clothing/Equipment Allowance

Eliminate shoe reimbursement and add \$100.00 to clothing allowance

Section 14.6 Dental Insurance

The Employer will pay the premium cost for the basic/low plan option for single dental coverage only for those employees electing to participate in the Employer-designated dental insurance plan. The Employer may also offer through the dental insurance plan a family coverage option. The Employer contribution to dental insurance for family dental insurance plan option will be equal to the Employer contribution for the Employer-designated single basic/low dental insurance plan option. All premium costs for family dental coverage or for an employee electing a higher option/benefit single plan coverage above the Employee contribution to premium as provided herein for the single basic/low dental insurance plan option, shall be paid by the employee electing said higher coverage.

Section 14.2 Health Insurance Premium Employer Share

Family Single

2012 80% 90%

2013 80% 90%

2014 80% 90%

Section 14.2 Health Savings Account (HSA) Contribution

2012 \$4,300 family

\$2,150 single

2013 \$4,200 family

\$2,100 single

2014 \$4,100 family

\$2,050 single

Requested City Council Action

Consider approving of the 2012-2014 Law Enforcement Labor Service Local No. 345 (Police Sergeants) Collective Bargaining Agreement and authorize City Administrator Shawn Gillen to make any necessary unsubstantive changes (i.e. clerical errors).

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF GRAND RAPIDS

AND

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

POLICE SERGEANTS

January 1, 2012 – December 31, 2014

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PREAMBLE

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

ARTICLE 1 DEFINITIONS

The terms set forth below shall be defined as follows:

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

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

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

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

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

Section 1.6. Employer: The City of Grand Rapids.

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

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

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

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

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

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

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

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

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

ARTICLE 2 PURPOSE OF AGREEMENT

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

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

ARTICLE 3 RECOGNITION

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

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

ARTICLE 4 RESPONSIBILITIES OF PARTIES

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

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

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

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

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

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

ARTICLE 5 UNION ACTIVITY

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

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

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

ARTICLE 6 CHECKOFF OF UNION DUES/FAIR SHARE

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

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

Section 6.3. Indemnification. The Union agrees to indemnify, save and hold harmless the Employer from any claims arising out of the provisions of this Article.

ARTICLE 7 GRIEVANCE PROCEDURE

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

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

Section 7.3. Processing a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee's duties and responsibilities. The aggrieved Employee and the Union Representative will be released from work, without loss in pay, to investigate a

grievance and to attend meetings or hearings pursuant to this Article provided the Employee and the Union Representative have notified and received the approval of the Employer who has determined such absence is reasonable and would not be detrimental to the work programs of the Employer.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8 HOURS OF WORK

Section 8.1. Work Schedules. The normal work year is between two-thousand eighty (2080) and two-thousand one hundred eight-four (2,184), straight time hours, depending on the Employee's job assignment, to be accounted for by each Employee through:

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

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

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

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

ARTICLE 9 OVERTIME

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

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

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

ARTICLE 10 COMPENSATORY TIME

Section 10.1. Employees may choose to accumulate up to ninety (96) hours of overtime to be used as compensatory time off with pay. For each hour of overtime accumulated the Employee shall be entitled to one and one-half (1 and ½) hours off work without loss of pay per the Federal Fair Labor Standards Act. Any accumulated, unused compensatory time in excess of 96 hours shall be paid off

in cash during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned. The Employer may require that any accumulated, unused compensatory time remaining as of November 30 of each year be paid off in cash. The Employer may require that any accumulated, unused compensatory time for an Employee above 80 hours and remaining as of November 30 of each year be paid on the Employee's behalf to a Post Retirement Health Care Savings Account.

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

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

ARTICLE 11 WAGES

Section 11.1. Wage Schedule 2012-2014.

Contract Years	Step 1* Probationary Period	Step 2* After Probationary Period
2012-2014	5% above highest base wage on the wage schedule (non-longevity schedule) for Police Officer in effect for 2012-2014	9.50% above highest base wage on the wage schedule (non-longevity schedule) for Police Officer in effect for 2012 (eff. 1/1/12); 10% for 2013 (eff. 1/1/13); and 10.5% for 2014 (eff. 1/1/14)

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

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

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

**ARTICLE 12
TRAINING TIME, COURT TIME, CALL TIME**

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

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

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

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

**ARTICLE 13
CLOTHING/EQUIPMENT ALLOWANCE**

Section 13.1. The Employer will issue new Employees the following clothing and equipment:

- Three winter shirts with patches
- Three summer shirts with patches
- Three uniform pants
- Two badges plus hat badge
- One winter hat
- One summer hat
- Authorized duty belt
- Handcuffs
- Ties and dickies

Winter jacket with patches
Summer jacket with patches
Bullet proof vest

For purposes of this paragraph a new employee is an employee who, immediately prior to appointment to the position of sergeant, was not employed as a police officer with the Grand Rapids Police Department.

Section 13.2. Effective January 1, 2012, a qualifying Employee who is not a new employee under Paragraph 13.1, beginning the second year of employment, or any year subsequent to the second year, shall be provided \$855.00 per year clothing/equipment allowance. Effective January 1, 2013, a qualifying Employee shall be provided \$890.00 per year clothing/equipment allowance. Effective January 1, 2014, a qualifying Employee shall be provided \$925.00 per year clothing/equipment allowance. (Note: The foregoing 2012 allowance reflects a \$100 per year increase over the 2011 amount of \$755.00 resulting from the elimination, effective January 1, 2012, of the \$200 every 2 years approved footwear allowance the police officers unit previously received). The clothing/equipment allowance provided in this paragraph includes approved footwear. Approved footwear shall be determined by the Chief in the Chief's discretion and such determination shall not be subject to the grievance procedure. If an employee leaves employment prior to December 31, after receiving the annual clothing/equipment allowance for that year, the employee shall reimburse the Employer for that portion of the allowance prorated based on the number of months remaining in the year.

Section 13.3. All clothing and equipment shall be the property of the individual, including a firearm, which shall be approved by the Police Chief and purchased by the Employee. (Provided, however, firearms issued to Employees employed prior to ratification of the 1998-2000 contract shall remain the property of the City.) In the event that clothing is damaged in the line of duty due to extenuating circumstances, the Employer shall replace all such damaged clothing directly to the Employee without deducting the cost from the yearly allowance on approval by the Chief of Police and the City Council.

ARTICLE 14

ACTIVE EMPLOYEE GROUP INSURANCE BENEFITS

Section 14.1. Life Insurance. For 2012, 2013 and 2014, the Employer agrees to pay the premium and maintain a minimum value of \$10,000.00 for the group life insurance levels per Employee for the life of this Agreement.

Section 14.2. Health and Medical Insurance. The Employer shall respectively pay 90% for 2012, 2013, and 2014 of the premium cost of single health and medical insurance coverage for Employees electing to participate in the Employer-designated health and medical insurance plan. The Employer shall respectively pay 80% for 2012, 2013, and 2014 of the premium cost of family health and medical insurance coverage for Employees electing to participate in the Employer-designated health and medical insurance plan. Health and medical insurance coverage shall be provided through an

Employer-designated health and medical insurance plan and shall be provided to all benefit eligible Employees upon the effective date of said coverage.

The Employer will make an annual contribution toward a Health Savings Account (HSA) for eligible employees participating in a group health and medical insurance plan offered by the Employer, which includes an HSA, as provided in this paragraph. The Employer will contribute to the HSA of each eligible employee participating in an Employer-designated health and medical insurance plan, which includes an HSA, to the extent that the Employer and insurance carrier continue to offer such a plan as part of the Employer provided group health and medical insurance program, in an amount per year up to but not to exceed \$5,000 of the deductible for the first year of employment and, \$4,300 for 2012, \$4,000 for 2013 and \$4,000 for 2014 for family coverage and one-half the stated amount in each respective year for single coverage.

Employer agrees to self-insure and reimburse the Employee for all eligible out-of-pocket medical expenses for in-patient and out-patient hospital services up to a maximum of \$5,000 per Employee per year for family coverage and up to a maximum of \$2,500 per Employee per year for single coverage.

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

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

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

Section 14.5. Upon notice to the Union, the Employer shall have the right to choose and to change the insurance carrier so long as benefits are not reduced below those specified, except for minimal variations, and there is no lapse in insurance coverage. The Employer shall pay the same percentage of the cost of the family and single organ transplant coverage as the respective percentage of the cost of family and single health and medical insurance coverage set forth in Section 14.2.

Section 14.6. Dental Insurance. The Employer will designate and make available to eligible Employees a basic dental insurance plan. For 2012, 2013 and 2014, the Employer will pay the premium cost for the basic/low plan option for single dental insurance coverage only for those Employees electing to participate in the Employer-designated dental insurance plan. The Employer may also offer through the dental insurance plan a family coverage option. The Employer contribution to dental insurance for the family dental insurance plan option will be equal to the Employer contribution for the Employer-designated single basic/low dental insurance plan option.

All premium costs for family dental insurance coverage or for an Employee electing a higher option/benefit single plan coverage above the Employer contribution to premium as provided herein for the single basic/low dental insurance plan option, shall be paid by the Employee electing said higher coverage.

ARTICLE 15
INSURANCE COVERAGE OF RETIRED EMPLOYEES

Section 15.1. Laws of 1965, Chapter 296, authorized the Employer to insure or protect its retired employees and their dependents under a policy or policies or contract or contracts, of group insurance or benefits covering life, health and accident, medical and surgical benefits or hospitalization insurance or benefits and pay all or any part of the premiums or charges of such insurance protection.

Section 15.2. Eligibility of Retired Employees. The Employer will continue to provide hospitalization and medical insurance coverage for a retired employee under the following conditions: 1) the employee must qualify for a Minnesota Public Employees Retirement Association (PERA) pension; 2) the employee must have reached a retirement age acceptable to PERA or the retired age limit set by the Employer; 3) the employee must be under the age of sixty-five (65) and not be eligible for Medicare; and 4) the employee must have exhausted all eligible funds from either; a) the employee's individual sick leave fund for an employee who retires after November 1, 1972 but before December 18, 2004, or b) the employee's individual health care savings plan, as administered by the Minnesota State Retirement System (MSRS), for an employee who retires after December 18, 2004 (the effective date of the Employer's Flexible Time Off Policy).

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

For an employee who retires after November 1, 1972 but before December 18, 2004, and meets the eligibility requirements provided above, the procedures contained in Appendix B-2 to the agreement between the Employer and Union in effect from the period January 1, 2001 through December 31, 2003 shall apply.

ARTICLE 16
HOLIDAYS

Section 16.1. All Employees shall receive eighty-four (84) hours holiday pay per year, payable in two separate checks in the first pay period of June and December of each year.

Section 16.2. Any Employee working any portion of a Federal Holiday or one-half the hours worked on Christmas Eve Day shall receive one and one-half (1 and ½) times the Employee’s base rate of pay for only the actual hours worked on the listed holidays.

New Year’s Day
Birthday of Martin Luther King, Jr.
Washington’s Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Half the hours worked on Christmas Eve Day
Christmas Day

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

**ARTICLE 17
FLEXIBLE TIME OFF**

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

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

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

Completed Years of Employment Flexible Time Off Accrued

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

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

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

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

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

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

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

Section 17.6. All employees shall contribute fifty dollars (\$50) per pay period to in their post employment health care savings account.

ARTICLE 18 LEAVE

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

ARTICLE 19 DISCIPLINE

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

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

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

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

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

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

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

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

ARTICLE 20 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

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

ARTICLE 21 LAYOFF/SENIORITY

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

Section 21.2. Seniority. Seniority status shall be granted to all Employees and an Employee's position on the seniority list shall be determined on the basis of the Employee's continuous (unbroken) length of service for the Employer since the first date of hire or promotion to the sergeant position and within the present bargaining unit. Employees upon completion of a probationary period of twelve (12) months shall be placed on a seniority list as of the first day of their employment within the bargaining unit. The Employer may terminate new probationary Employees at any time during the probationary period for any reason, and a promoted sergeant from patrol may be demoted to patrol at any time during the probationary period. The Employer, at its sole discretion, may extend

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

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

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

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

ARTICLE 22 RIGHT TO SUBCONTRACT

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

ARTICLE 23 WAIVER

Section 23.1. This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with

respect to any subject or matter not removed by the law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

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

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

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

**ARTICLE 24
DURATION OF CONTRACT**

Except as otherwise provided, this Agreement shall continue in effect and in force from January 1, 2012 through December 31, 2014, provided, however, that either party shall have the right to give written notice to the other party sixty (60) days prior to January 1, 2015, of their desire to reopen the agreement for the purpose of negotiations and settlement of a new agreement.

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

CITY COUNCIL, GRAND RAPIDS

LAW ENFORCEMENT LABOR SERVICES,
INC.

BY: _____
Dale Adams, Mayor

BY: _____
Nick Wetschka, Business Agent

BY: _____
Shawn Gillen, City Administrator

BY: _____
President, Local 345

DATE: _____

DATE: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into by and between the City of Grand Rapids (the “City” or “Employer”), and Law Enforcement Labor Services, Inc., Local No. 345, (the “Union”); on behalf of the City of Grand Rapids police sergeants bargaining unit (the “Bargaining Unit”).

WHEREAS, the Employer and the Union have agreed upon and placed in written form the terms and conditions of employment for employees in the Bargaining Unit through the Collective Bargaining Agreement by and between the Employer and the Union, which is in effect and enforceable upon both parties from January 1, 2012 through December 31, 2014 (the “CBA”); and

WHEREAS, in addition to the adjustment to base wages reflected in Article 11 of the CBA, the Employer and Union have agreed to a one-time lump sum payment as compensation for employees in the years 2012 and 2013, respectively.

NOW, THEREFORE, BE IT RESOLVED THAT all parties hereto, in consideration of their mutual covenants and agreements to be performed, as hereinafter set forth, agree as follows:

Article 1. One-Time Lump Sum Payment

The City will pay each employee a lump-sum, one-time payment by payroll on the first payroll of 2012 and 2013, respectively, equivalent to 1.50% of their previous calendar year’s hourly wage as of December 31 of the previous calendar year multiplied by 2,080 hours, subject to normal withholdings under City’s applicable collective bargaining agreement, practices, policies, rules, regulations or practices in effect as of the date the payment is made. This payment is wholly independent of and shall not be included in determining other compensation owing to the employee. For example, this payment does not affect the following: (1) the base pay rate, normal pay rate or similar pay for the employee; or (2) the pay rate used to calculate any payments made to employee pursuant to the collective bargaining agreement.

Article 2. Amendment or Modification

This MOU or any of its terms may only be amended or modified by a written instrument signed by or on behalf of all of the parties hereto and ratified by the Union and City Council.

Article 3. Entire MOU

This MOU constitutes the entire MOU among the parties hereto and no representations, warranties, covenants, or inducements have been made to any party concerning this MOU, other than the representations, covenants, or inducements contained and memorialized in this MOU.

Article 4. Term and Termination

This MOU expires and shall terminate and have no force or effect following its expiration on December 31, 2013. This MOU is intended for the sole and limited purpose specified herein. Effective January 1, 2014, this MOU will no longer be in force or effect.

Article 5. No Precedent or Past Practice

The parties hereto expressly agree that this MOU shall not constitute or establish any precedent, past practice or otherwise place any limitation on any management right of the Employer. Neither this MOU nor its terms can be introduced, referred to, or in any other way utilized in any subsequent negotiations, mediation, arbitration, litigation, or administrative hearing, except as may be necessary to enforce its provisions and terms or as otherwise required by law.

Article 6. Effective Date

This MOU is effective on the latest date affixed to the signatures hereto.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed on the latest date affixed to the signatures hereto.

CITY COUNCIL, GRAND RAPIDS

LAW ENFORCEMENT LABOR SERVICES, INC.

By: _____
Dale Adams, Mayor

By: _____
Nick Wetschka, Business Agent

By: _____
Shawn Gillen, City Administrator

By: _____
Brent Bradley, Union Steward

Date: _____

Date: _____



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0231 **Version:** 1 **Name:** CP 2004-3 Advertise for bids
Type: Agenda Item **Status:** Passed
File created: 4/16/2012 **In control:** Engineering
On agenda: 4/23/2012 **Final action:** 4/23/2012
Title: Approve plans and specifications and order advertisement of bids for CP 2004-3, 4th Street SW/SE Improvements.

Sponsors:

Indexes:

Code sections:

Attachments: [4-23-12 RESOL CP 2004-3 Ordering Advertisement.pdf](#)

Date	Ver.	Action By	Action	Result
4/23/2012	1	City Council	Approved	Pass

Approve plans and specifications and order advertisement of bids for CP 2004-3, 4th Street SW/SE Improvements.

Background Information:

Plans and specifications are complete and pending MNDOT approval for CP 2004-3, 4th Street SW/SE Improvements. The attached resolution approves the plans and specifications and authorizes the advertisement of bids.

Staff Recommendation:

City staff is recommending the attached resolution approving the plans and specifications and authorizing the advertisement of bids for CP 2004-3, 4th Street SW/SE Improvements.

Requested City Council Action

Consider a resolution approving the plans and specifications and authorizing the advertisement of bids for CP 2004-3, 4th Street SW/SE Improvements.

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

RESOLUTION NO. 12-__

**A RESOLUTION TO APPROVE PLANS AND SPECIFICATIONS AND
ORDER ADVERTISEMENT FOR BIDS FOR
4TH STREET SW/SE IMPROVEMENTS
PROJECT 2004-3**

WHEREAS, Resolution 12-XX of the City Council dated the 13th day of February, 2012, ordered in the project and directed the preparations of plans and specifications for the 4th Street SW/SE Improvement Project, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA:

1. The plans and specifications for this project, copies of which were presented to the City Council and on file in the City Engineer's office, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official paper an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 21 days or in accordance with FHWA requirements, which ever is greater, shall specify the work to be done, shall state that bids will be received by the Clerk until a time and date established by MNDOT and/or the FHWA, at which time they will be publicly opened in the Council Chambers of the City Hall by the City Clerk and Engineer, will then be tabulated, and will be considered by the Council at a future regular or special meeting of the Council to be determined by the City Engineer after MNDOT has reviewed the Bids and the FHWA has authorized award of bid, in the Council Chambers. Any bidder whose responsibility is questioned during consideration of the bids will be given an opportunity to address the Council on the issue of responsibility. No bids will be considered unless sealed and filed with the Clerk and accompanied by a cash deposit, cashier's check, bid bond, or certified check payable to the Clerk for 5 percent (5%) of the amount of such bid.

Adopted by the Council this 23rd day of April, 2012.

Dale Adams, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0234 **Version:** 1 **Name:** Adv. Contracts-4-23-12
Type: Agenda Item **Status:** Passed
File created: 4/17/2012 **In control:** Civic Center, Parks & Recreation
On agenda: 4/23/2012 **Final action:** 4/23/2012
Title: Entering into rental agreements with area businesses for advertising at the IRA Civic Center.
Sponsors:
Indexes:
Code sections:
Attachments: [04-23-12-advertising contracts to be signed](#)

Date	Ver.	Action By	Action	Result
4/23/2012	1	City Council	Approved	Pass

Entering into rental agreements with area businesses for advertising at the IRA Civic Center.

Background Information:

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

Brewed Awakenings, January 1, 2012 - December 31, 2013 - lighted wall sign - \$600 for 2012 and \$600 for 2013

Custom Medical Equipment, January 1, 2012 - December 31, 2013 - dasherboard - \$800 for 2012 and \$800 for 2013

McBride Chiropractic Clinic, P.A., January 1, 2012 - December 31, 2013 - lighted wall sign - \$600 for 2012 and \$600 for 2013

T & G Venture, Inc., January 1, 2012 - December 31, 2013 - lighted wall sign - \$600 for 2012 and \$600 for 2013

Consider passing a motion authorizing appropriate signatures for an advertising rental agreement at the IRA Civic Center.

AGREEMENT FOR RENTAL OF WALL LIGHTED SIGN

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

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

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

NOW, THEREFORE, IT IS HEREBY AGREED by the IRA Civic Center only, Lessor, and Brewed Awakenings that the Lessee shall lease for a period of 2 (two) years according to the terms set forth herein and upon the following terms and conditions:

1. Signs will be placed on the interior walls of the IRA Civic Center only, and Lessor shall have the final decision as to exact location of each sign. The choice of each sign and location shall be on a "FIRST COME, FIRST SERVED" basis. Lessor reserves the right to take into consideration actual placement of signs to insure maximum utilization of all advertising areas on the interior walls of the IRA Civic Center.
2. The Lessee shall pay to the Lessor in consideration of the sign, the sum of \$600.00 in cash to the Lessor at the commencement of the rental term as set forth below.
3. The Lease term for the advertising space shall be as follows: January 1, 2012 to December 31, 2013. This contract will be automatically be renewed by the Lessor and Lessee yearly unless the Lessee provides written notice to the Lessor of their intent not to renew said lease. This written notice must be provided no later than December 1 of the year prior to the Lessee's cancellation. For example, if the lease has been automatically renewed for a third year, which would end December 31, 2012, the Lessee must notify the Lessor in writing no later than December 1, 2011 for cancellation effective December 31, 2012.
4. Lessee shall have the first right to rent the advertising signs to Lessee for successive years. Although the signed contract is due within 30 days, lessee will be invoiced and payment in full is due by January 31, 2012. The Lessor reserves the right to sell sign space if the payment is not received by March 30, 2012.
5. The Advertising logo and design to be used on the signs shall be provided by the Lessee and subject to approval by the Lessor. The Lessor will not unreasonably withhold its approval of any design submitted by Lessee, however, Lessor reserves the right to set standards for the substance and appearance of any advertising to be placed in the IRA Civic Center pursuant to this Agreement.
6. The expense of setup and art work of the sign shall be borne by the Lessee.
7. This agreement shall not be changed unless done so in writing by the Lessee.

8. The Lessee's advertising space cannot be sublet or resold.
9. All signs and materials are the property of the Lessor.
10. All maintenance of the signs will be the responsibility of the IRA Civic Center.
11. Lease rates and terms are \$600.00 per year for a total of \$1200.00 for a 4 x 5 interior wall sign.

*Brewed
Awakenings*

BY: *Joan J Foster*
Lessee

DATE: *3.28.12*

CITY OF GRAND RAPIDS (Lessor)

BY: _____
Mayor

DATE: _____

Shawn Gillen, City Administrator

Dated this _____ day of _____, 20__.

AGREEMENT FOR RENTAL OF DASHER BOARD

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

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

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

NOW, THEREFORE, IT IS HEREBY AGREED by the IRA Civic Center only, Lessor, and CUSTOM MEDICAL EQUIPMENT that the Lessee shall lease for a period of 2 (two) years according to the terms set forth herein and upon the following terms and conditions:

1. Signs will be placed on the dasherboard of the IRA Civic Center only, and Lessor shall have the final decision as to exact location of each sign. The choice of each sign and location shall be on a "FIRST COME, FIRST SERVED" basis. Lessor reserves the right to take into consideration actual placement of signs to insure maximum utilization of all advertising areas on the dasherboard of the IRA Civic Center.
2. The Lessee shall pay to the Lessor in consideration of the sign, the sum of \$800.00 in cash to the Lessor at the commencement of the rental term as set forth below.
3. The Lease term for the advertising space shall be as follows: January 1, 2012 to December 31, 2013. This contract will be automatically be renewed by the Lessor and Lessee yearly unless the Lessee provides written notice to the Lessor of their intent not to renew said lease. This written notice must be provided no later than December 1 of the year prior to the Lessee's cancellation. For example, if the lease has been automatically renewed for a third year, which would end December 31, 2012, the Lessee must notify the Lessor in writing no later than December 1, 2011 for cancellation effective December 31, 2012.
4. Lessee shall have the first right to rent the advertising signs to Lessee for successive years. Although the signed contract is due within 30 days, lessee will be invoiced and payment in full is due by January 31, 2012. The Lessor reserves the right to sell sign space if the payment is not received by March 30, 2012.
5. The Advertising logo and design to be used on the signs shall be provided by the Lessee and subject to approval by the Lessor. The Lessor will not unreasonably withhold its approval of any design submitted by Lessee, however, Lessor reserves the right to set standards for the substance and appearance of any advertising to be placed in the IRA Civic Center pursuant to this Agreement.
6. The expense of setup and art work of the sign shall be borne by the Lessee.
7. This agreement shall not be changed unless done so in writing by the Lessee.
8. The Lessee's advertising space cannot be sublet or resold.

9. All signs and materials are the property of the Lessor.
10. All maintenance of the signs will be the responsibility of the IRA Civic Center.
11. Lease rates and terms are \$800.00 per year for a total of \$1,600.00 for a 30" x 96" dasherboard.

BY: Josephine Czerny
Lessee

DATE: 12/5/11

CITY OF GRAND RAPIDS (Lessor)

BY: _____
Mayor

DATE: _____

Shawn Gillen, City Administrator

Dated this _____ day of _____, 200__.

AGREEMENT FOR RENTAL OF WALL LIGHTED SIGN

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

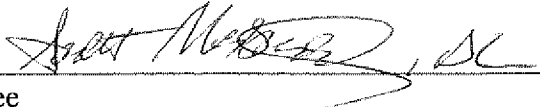
WHEREAS, it will be beneficial to certain business to acquire the privilege of using the advertising signs contained on the interior walls the IRA Civic Center for a certain period of years; and

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

NOW, THEREFORE, IT IS HEREBY AGREED by the IRA Civic Center only, Lessor, and **McBride Chiropractic Clinic, P.A.** that the Lessee shall lease for a period of 2 (two) years, and will be automatically renewed yearly unless cancelled in writing according to paragraph 3 below, and according to the terms set forth herein and upon the following terms and conditions:

1. Signs will be placed on the interior walls of the IRA Civic Center only, and Lessor shall have the final decision as to exact location of each sign. The choice of each sign and location shall be on a "FIRST COME, FIRST SERVED" basis. Lessor reserves the right to take into consideration actual placement of signs to insure maximum utilization of all advertising areas on the interior walls of the IRA Civic Center.
2. The Lessee shall pay to the Lessor in consideration of the sign, the sum of \$600.00 in cash to the Lessor at the commencement of the rental term as set forth below.
3. The Lease term for the advertising space shall be as follows: January 1, 2012 to December 31, 2013. This contract will be automatically be renewed by the Lessor and Lessee yearly unless the Lessee provides written notice to the Lessor of their intent not to renew said lease. This written notice must be provided no later than December 1 of the year prior to the Lessee's cancellation. For example, if the lease has been automatically renewed for a third year, which would end December 31, 2012, the Lessee must notify the Lessor in writing no later than December 1, 2011 for cancellation effective December 31, 2012.
4. Lessee shall have the first right to rent the advertising signs to Lessee for successive years. Although the signed contract is due within 30 days, lessee will be invoiced and payment in full is due by January 31, 2012. The Lessor reserves the right to sell sign space if the payment is not received by March 30, 2012.
5. The Advertising logo and design to be used on the signs shall be provided by the Lessee and subject to approval by the Lessor. The Lessor will not unreasonably withhold its approval of any design submitted by Lessee, however, Lessor reserves the right to set standards for the substance and appearance of any advertising to be placed in the IRA Civic Center pursuant to this Agreement.
6. The expense of setup and art work of the sign shall be borne by the Lessee.
7. This agreement shall not be changed unless done so in writing by the Lessee.

8. The Lessee's advertising space cannot be sublet or resold.
9. All signs and materials are the property of the Lessor.
10. All maintenance of the signs will be the responsibility of the IRA Civic Center.
11. Lease rates and terms are \$600.00 per year for a total of \$1,200.00 for a 4 x 6 interior wall sign.

BY: 
Lessee

DATE: 4/16/12

CITY OF GRAND RAPIDS (Lessor)

BY: _____
Mayor

DATE: _____

Shawn Gillen, City Administrator

Dated this _____ day of _____, 200__.

AGREEMENT FOR RENTAL OF WALL LIGHTED SIGN

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

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

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

NOW, THEREFORE, IT IS HEREBY AGREED by the IRA Civic Center only, Lessor, and **T & G Venture, Inc.** that the Lessee shall lease for a period of 2 (two) years, and will be automatically renewed yearly unless cancelled in writing according to paragraph 3 below, and according to the terms set forth herein and upon the following terms and conditions:

1. Signs will be placed on the interior walls of the IRA Civic Center only, and Lessor shall have the final decision as to exact location of each sign. The choice of each sign and location shall be on a "FIRST COME, FIRST SERVED" basis. Lessor reserves the right to take into consideration actual placement of signs to insure maximum utilization of all advertising areas on the interior walls of the IRA Civic Center.
2. The Lessee shall pay to the Lessor in consideration of the sign, the sum of \$600.00 in cash to the Lessor at the commencement of the rental term as set forth below.
3. The Lease term for the advertising space shall be as follows: January 1, 2012 to December 31, 2013. This contract will be automatically be renewed by the Lessor and Lessee yearly unless the Lessee provides written notice to the Lessor of their intent not to renew said lease. This written notice must be provided no later than December 1 of the year prior to the Lessee's cancellation. For example, if the lease has been automatically renewed for a third year, which would end December 31, 2012, the Lessee must notify the Lessor in writing no later than December 1, 2011 for cancellation effective December 31, 2012.
4. Lessee shall have the first right to rent the advertising signs to Lessee for successive years. Although the signed contract is due within 30 days, lessee will be invoiced and payment in full is due by January 31, 2012. The Lessor reserves the right to sell sign space if the payment is not received by March 30, 2012.
5. The Advertising logo and design to be used on the signs shall be provided by the Lessee and subject to approval by the Lessor. The Lessor will not unreasonably withhold its approval of any design submitted by Lessee, however, Lessor reserves the right to set standards for the substance and appearance of any advertising to be placed in the IRA Civic Center pursuant to this Agreement.
6. The expense of setup and art work of the sign shall be borne by the Lessee.
7. This agreement shall not be changed unless done so in writing by the Lessee.

8. The Lessee's advertising space cannot be sublet or resold.
9. All signs and materials are the property of the Lessor.
10. All maintenance of the signs will be the responsibility of the IRA Civic Center.
11. Lease rates and terms are \$600.00 per year for a total of \$1,200.00 for a 4 x 6 interior wall sign.

BY: Boil Johnson
Lessee

DATE: 3/19/2012

CITY OF GRAND RAPIDS (Lessor)

BY: _____
Mayor

DATE: _____

Shawn Gillen, City Administrator

Dated this _____ day of _____, 200__.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0235 **Version:** 1 **Name:** Stauber Contract
Type: Agenda Item **Status:** Passed
File created: 4/17/2012 **In control:** City Council
On agenda: 4/23/2012 **Final action:** 4/23/2012
Title: Enter into a contract with Robb Stauber

Sponsors:

Indexes:

Code sections:

Attachments: [Stauber Contract 12](#)

Date	Ver.	Action By	Action	Result
4/23/2012	1	City Council	Approved	Pass

Enter into a contract with Robb Stauber

Background Information:

We are holding the Grand Rapids Goalie Camp with Robb Stauber at the Civic Center July 29 - August 1. Coach Stauber's name is synonymous with goaltending in Minnesota and has proven to be a good draw for our camp. The fee we pay Coach Stauber is figured as part of the hockey camp business plan and is included in the 2012 operating budget. We will also provide lodging accommodations for Mr. Stauber and his staff while they are here for the camp. The contract was reviewed by City Attorney, Chad Sterle and is attached for your review.

Staff Recommendation:

Enter into a contract with Robb Stauber to provide coaching services during the Grand Rapids Goalie Camp, July 29 - August 1, 2012 at the IRA Civic Center.

Requested City Council Action

Consider entering into a contract with Robb Stauber to provide coaching services during the Grand Rapids Goalie Clinic, July 29 - August 1, 2012 at the IRA Civic Center and provide lodging accommodations for staff.

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into as of the ____ day of _____, 2012, by and between the **City of Grand Rapids**, a Minnesota municipal corporation, hereinafter referred to as "City", and **Robb Stauber, DBA Goalcrease**, hereinafter referred to as "Consultant".

1. **Contracted Services.** Services to be performed by Consultant, as well as the rate of compensation, time of performance and special conditions for such services are set forth in Exhibit "A".
2. **Condition of Payment.** All services provided by Consultant pursuant to this Contract shall be performed to the satisfaction of City, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.
3. **Termination of the Contract.** Neither party may cancel this Contract except for cause. Whether appropriate cause exists for termination shall be determined by arbitration as set forth in Section 6 of this Agreement.
4. **Independent Contractor.** It is agreed that Consultant is an independent contractor and shall not be considered an employee, agent, or representative of City. No portion of the work under the Contract shall be sublet, sold, transferred, assigned, or otherwise disposed of except with the prior written consent of City.
5. **Insurance.** The goalie camp for which the services of Consultant are retained is separately insured by the City, and Consultant is not required to obtain separate insurance.
6. **Arbitration.** Any differences, claims, or matters in dispute arising between or among the parties out of or in connection with this Agreement shall be determined under Minnesota law and shall be submitted to arbitration by a single Arbitrator mutually selected by the parties. If an Arbitrator cannot be agreed upon, the dispute shall be submitted by the parties to arbitration by Cooperative Solutions, Inc. or its successor. The determination of the Arbitrator shall be final and absolute. The Arbitrator shall be governed by the subject matter of this Agreement and the pertinent provisions of the laws of the State of Minnesota relating to arbitration. The decision of the Arbitrator may entered as a judgment in any court of the State of Minnesota or elsewhere. Except as otherwise determined by the Arbitrator for the convenience of the Arbitrator, all arbitration proceedings shall be held in Itasca County, Minnesota.

7. **Entire Contract.** It is understood and agreed that the entire Contract of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts presently in effect between City and Consultant relating to the subject matter hereof.
8. **City Contact.** City's designated contact with regard to this Contract is Dale Anderson, City Park and Recreation Director.

City and Consultant have executed this agreement by the authorized signatures below.

DATE: _____, 2012

CITY OF GRAND RAPIDS, MINNESOTA

BY: _____
Dale Adams, Its Mayor

ATTEST: _____
, Its City Clerk

DATE: _____, 2012

CONSULTANT:

Robb Stauber

Approved as to form

Chad Sterle
City Attorney

BY _____

Date: _____, 2012

Exhibit "A"

SERVICES TO BE PERFORMED: All coaching and organizational services relating to the Intense Northern Goalie Camp, 2012 (including on-ice instruction).

RATE OF COMPENSATION: \$5,500.00 for full performance of services based on a minimum of 35 campers. City shall provide lodging for Goalcrease staff during dates of the camp.

TIME OF PERFORMANCE: July 29 through August 1, 2012 together with preparatory services to be performed at such time and in such manner as deemed appropriate by Consultant.

SPECIAL CONDITIONS: City shall have the right to the use of Consultant's name in promotion of the Grand Rapids Goalie Camp 2012.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0240 **Version:** 1 **Name:** City of LaPrairie Easement
Type: Agenda Item **Status:** Passed
File created: 4/18/2012 **In control:** Engineering
On agenda: 4/23/2012 **Final action:** 4/23/2012
Title: Granting of Trail Easement to City of LaPrairie

Sponsors:

Indexes:

Code sections:

Attachments: [4-23-12 Attachment LaPrairie Easement.pdf](#)

Date	Ver.	Action By	Action	Result
4/23/2012	1	City Council	Approved	Pass

Granting of Trail Easement to City of LaPrairie

Background Information:

The City of LaPrairie is developing a pedestrian trail to connect to the City of Grand Rapids trail system at the intersection of 10th Avenue NE and 2nd Street NE. In order to construct the trail they have to cross property that was purchased by the GRPUC.

The GRPUC has approved and executed the trail easement. Because the GRPU can not technically own property, the City must concur and execute the easement. The easement is attached.

Staff Recommendation:

City staff is recommending the execution of the easement with the City of LaPrairie.

Requested City Council Action

Consider executing the easement with the City of LaPrairie.



GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

PUBLIC UTILITIES COMMISSION

500 SE FOURTH STREET PO BOX 658
GRAND RAPIDS, MINNESOTA 55744
TELEPHONE (218) 326-7024
TTD (218) 326-7487 FAX (218) 326-7499

APR 17 2012

Memorandum

To: Tom Pagel, City Engineer

CC:

From: Anthony Ward, General Manager

ATW

Date: April 12, 2012

Re: Easement to the City of LaPrairie

At their April 11, 2012 regular meeting, the GRPUC approved a request to grant an easement to the City of LaPrairie for the development of a pedestrian trail over property purchased by the GRPUC for construction of the Russell E. Virden 115/23 kV Substation. In compliance with the Memorandum of Agreement between the City of Grand Rapids and the GRPUC dated October 12, 2005 regarding notifications of real property transactions, attached please find the Public Service and Infrastructure Easement, Parcel No. 93-022-3101 & 93-022-3102. Please forward the same to the Grand Rapids City Council for their consideration.

Please contact me if you have any questions. Thank you.

PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT

THIS INDENTURE made and entered into this ___th day of March, 2012, by and between the City of Grand Rapids and the Grand Rapids Public Utilities Commission, political subdivisions of the State of Minnesota, as Grantors and **The City of LaPrairie**, a political subdivision and road authority of the State of Minnesota, as Grantee.

WITNESSETH that whereas said Grantors are the fee simple owners of a tract of land in the County of Itasca, State of Minnesota, described as follows:

Exhibit L1
City of Grand Rapids
Parcel No. 93-022-3101 & 93-022-3102

EXISTING LEGAL DESCRIPTION
(Trustee's Deed No. 572431)

Lot Two (2) North of Hoolihan's Second Addition to Grand Rapids, Section Twenty-two (22), Township Fifty-five (55) North, Range Twenty-five (25), West of the Fourth Principal Meridian LESS That part of Government Lot 2, Section 22, Township 55 North, Range 25, West of the Fourth Principal Meridian, described as follows: Beginning at the Northwest corner of said Government Lot 2; thence North 88 degrees 11 minutes 26 seconds East, assumed bearing along the North line of said Government Lot 2, a distance of 524.80 feet to intersect the east line of the West 524.60 feet of the SE¼ NW¼ of said Section 22; thence South 24 degrees 15 minutes 53 seconds West, 323.44 feet to the Northeast corner of Lot 2, Hoolihan's Second Addition to Grand Rapids; thence North 66 degrees 01 minutes 27 seconds West, 428.32 feet along the north line of Lots 1 and 2 of said plat to the West line of said Government Lot 2; thence North 0 degrees 08 minutes 27 seconds West 104.25 feet along said west line to the point of beginning.

Together with and subject to easements, restrictions and reservations of record.

NOW THEREFORE, Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration, to them in hand paid by said Grantee, the receipt of which is hereby acknowledged, hereby grant to said Grantee, its successors and assigns, a permanent easement for the purpose of providing public services and infrastructure within the perpetual easement described as follows:

PERMANENT EASEMENT

The North 40.00 feet of East 794.37 feet of the above described existing legal description.

TEMPORARY EASEMENT

The South 10.00 feet of the North 50.00 feet of the East 762.76 feet of the above described existing legal description.

During construction, maintenance and operation of the Easement, Grantee shall protect and preserve vegetation cover and aesthetic values on the right of way and outside of the construction limits.

Grantee shall promptly repair, in a good and workmanlike and lien-free manner, at its cost and expense, any damage to Grantors' Property caused by the actions or omissions of Grantee or Grantee's permittees.

GRANTEE SHALL INDEMNIFY AND HOLD GRANTORS HARMLESS FROM AND AGAINST ALL CLAIMS FOR DAMAGE TO GRANTORS' PROPERTY, OR INJURY TO OR DEATH OF PERSONS ARISING OUT OF OR RESULTING FROM THE PRESENCE OR ACTIVITIES BY OR ON BEHALF OF, OR PERMITTED BY GRANTEE, IN OR UPON THE EASEMENT, EXCEPTING ONLY THAT PORTION OF ANY CLAIM FOR DAMAGE, INJURY OR DEATH TO WHICH GRANTORS HAVE CONTRIBUTED BY GRANTORS' OWN WILLFUL OR GROSSLY NEGLIGENT ACTS. IT IS THE INTENTION OF GRANTEE AND GRANTORS THAT NO ADDITIONAL RISK OR LIABILITY IS OR SHALL BE INCURRED BY GRANTORS BY THE GRANTING OF THE EASEMENT.

GRANTEE WARRANTS AND REPRESENTS TO GRANTORS THAT THE PRIMARY PURPOSE OF THE EASEMENT IS FOR *RECREATIONAL PURPOSES*, AND SPECIFICALLY FOR *RECREATIONAL TRAIL USE*, AS THOSE TERMS ARE DEFINED IN MINN. STAT. § 604A.21, AND THAT GRANTORS' LIABILITY IS LIMITED BY MINN. STAT. CHAPTER 604A. [IT IS RECOGNIZED THAT USE OF ANY TRAIL OVER THE EASEMENT BY MEMBERS OF THE PUBLIC IS WITHOUT CHARGE PURSUANT TO MINN. STAT. § 604a.23.]

Grantors, for their successors and assigns, do covenant with the Grantee, its successors and assigns, that they are the owners of said lands and have good right to convey an easement and option in manner and form herein, and the same is free from encumbrances.

Grantors agree that all rights, title, interests and privileges granted to Grantee by this Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties, their respective successors, assigns and legal representatives.

Grantee agrees that Grantors shall have the right to grant other non-exclusive easements, in, along or upon the easement premises, provided however that:

1. Any other such easements shall be subject to the easement granted to Grantee by this Agreement; and
2. Grantee shall have first consented in writing to the terms, nature and location of any such other easements to determine that the easements do not interfere with Grantee's rights granted by this Agreement.

Grantors reserve the right to use the easement premises in any manner that will not prevent or interfere with the rights granted to Grantee by this Agreement; provided, however, that Grantors shall not obstruct or permit the obstruction of the easement premises at any time without the express written consent of the Grantee.

TO HAVE AND TO HOLD SAID EASEMENT, unto said Grantee, its assigns and successors, as appurtenant to said land.

IN WITNESS WHEREOF, said Grantor have signed this Agreement as of the date and year first above written.

CITY OF GRAND RAPIDS

BY: _____
Its Mayor

ATTEST: _____
Its Clerk

GRAND RAPIDS PUBLIC UTILITIES COMMISSION

BY:  _____
Its President

BY:  _____
Its General Manager

STATE OF MINNESOTA)
) ss
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____ and _____, the Mayor and Clerk of the City of Grand Rapids, a political subdivision of the State of Minnesota, on behalf of the City.

Notary Public

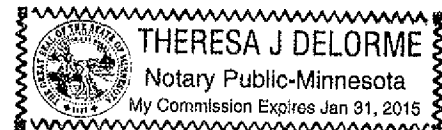
STATE OF MINNESOTA)
) ss
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this 11 day of April, 2012, by Steve Welliver and Anthony T Ward, the President and the General Manager of the Grand Rapids Public Utilities Commission, a _a political subdivision of the State of Minnesota, on behalf of the Commission.

Theresa J. DeLorme

Notary Public

THIS DOCUMENT WAS DRAFTED BY:
Matt Wegwerth, PE
City Engineer
City of LaPrairie
15 Park Drive
LaPrairie, MN 55744



3/8/2012 8:49:34 AM SEH p:\K\K\LA\PRC\113168\CAD\Easements\Exhibit L1.dgn

NORTH - SOUTH QUARTER LINE
SECTION 22

CENTER QUARTER CORNER
SECTION 22

PARCEL NO.
93-022-3101

40.00

10.00

PARCEL NO.
93-022-3102

SE 1/4 - NW 1/4






762.76

794.37

PARCEL NO.
93-022-3101

GOV'T LOT 2

EAST - WEST QUARTER LINE
SECTION 22

-  PERMANENT EASEMENT AREA
-  PROPOSED TRAIL CENTERLINE
-  TEMPORARY EASEMENT AREA
-  PROPERTY LINE
-  EXISTING UTILITY EASEMENT LINE

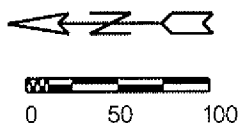


EXHIBIT L1 - GOV'T LOT 2, SECTION 22, T55N, R25W
 PROPOSED PERMANENT TRAIL EASEMENT
 GRAND RAPIDS, MINNESOTA





CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0242 **Version:** 1 **Name:** CP 2004-3 SEH SLA
Type: Agenda Item **Status:** Passed
File created: 4/18/2012 **In control:** Engineering
On agenda: 4/23/2012 **Final action:** 4/23/2012
Title: Supplemental Letter Agreement (SLA) with SEH related to CP 2004-3, 4th Street SW/SE Improvements.

Sponsors:

Indexes:

Code sections:

Attachments: [4-23-12 Attachement CP 2004-3 SEH SLA.pdf](#)

Date	Ver.	Action By	Action	Result
4/23/2012	1	City Council	Approved	Pass

Supplemental Letter Agreement (SLA) with SEH related to CP 2004-3, 4th Street SW/SE Improvements.

Background Information:

CP 2004-3, 4th Street SW/SE Improvments, include the reconstruction of utilities/street lights on Pokegama Avenue, from River Road to Golf Course Road, along with improvements on 4th Street South from 6th Avenue SW to 6th Avenue SE.

The City has a Master Engineering Services agreement with SEH to provide engineering services. The attached SLA provides construction engineering services related to the project.

Staff Recommendation:

City staff is recommending the approval of the SLA with SEH related to CP 2004-3, 4th Street SW/SE Improvements.

Requested City Council Action

Consider approving the SLA with SEH related to CP 2004-3, 4th Street SW/SE Improvements.



Supplemental Letter Agreement No. 2004-3A

April 18, 2012

Mayor Adams
City of Grand Rapids
420 NE 4th Street
Grand Rapids, MN 55744

RE: Pokegama Avenue Utilities and 4th St South Improvements, CP 2004-3
Supplemental Letter Agreement for Construction Services

Dear Mayor Adams,

City Project (CP) 2004-3 involves the following infrastructure improvements:

1. reconstruction of 4th St S from 2nd Ave SW to 3rd Ave SE,
2. new construction of 4th St SE from 3rd Ave SE to 6th Ave SE
3. new construction of a multi-use trail along 4th St from 7th Ave SW to 6th Ave SE.
4. replacement of sanitary sewer and water lines under Pokegama Ave from 1st St S to 10th St S,
5. replacement of street lighting along Pokegama Avenue from 1st Street S to 13th Street South

Note: project items 4 and 5 above are included in the Pokegama Ave project which is being let and managed by MnDOT (however the City is required to provide construction services for their items on this project).

SEH has been previously contracted by the City to complete the design services for this project (which has now been completed). The Pokegama Avenue Project has been bid and MnDOT has awarded the contract. Construction is anticipated to start in late April and continue until November. The City will be bidding the 4th St Project themselves, and will be bidding the project once design approval has been given by MnDOT (due to State-Aid and Federal-Aid funding). Construction is anticipated to start in late June and be finally complete by June, 2013. The City Engineer has requested that SEH prepare this SLA for consideration by Council for the construction services of these two projects. The SEH estimated work scope and fee for these projects are listed below and are in accordance with the Master Engineering Services Agreement that is in place between the City of Grand Rapids and Short Elliott Hendrickson, Incorporated (SEH).

SEH Work Scope

Items 1-3 above (4th St South Reconstruction): The services included in this SLA for 4th St South Reconstruction are for construction services as detailed in the Master Engineering Services Agreement.

Items 4-5 above (Pokegama Avenue Reconstruction): The services included in this SLA for Pokegama Avenue Reconstruction are for construction services as detailed in the Master Engineering Services Agreement, except for the following items which will be completed by MnDOT as part of the City/MnDOT Cooperative Agreement:

- Pay estimate preparation and processing
- Labor compliance review
- Final construction closeout administration

Due to the federal funding of the 4th Street project, the Delegated Contract Process (DCP) procedure must be followed which requires very strict construction administrative procedures. This includes adherence to the MnDOT Schedule of Materials Control which requires testing of all materials used on the project (which is also required for the State-aid portion of the project). Those testing services will be performed by Braun Intertec, who will be a sub consultant to SEH on this project. Braun's detailed work scope is listed in Attachment A.

Project Schedule

MnDOT Awards Pokegama Ave Project	Early April, 2012
Council considers approval of this SLA and authorizes 4 th St for bidding	April 23
MnDOT approves 4 th St project for bidding	Early April
Pokegama Ave Construction	Late April – Oct, 2012
4 th St bid opening	Late May
Council reviews 4 th St bids and awards contract	Early June
4 th St S Construction	June 2012 – June 2013
Assessments	Fall, 2013

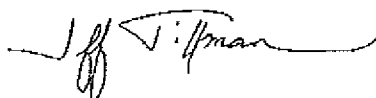
Fee Schedule

For Items 1-3 above (4th St South Reconstuction) the fee for construction tasks will be as listed in the Master Engineering Services Contract (construction services fee = 8.0% of final construction cost for federally-funded projects). The current construction estimate for the 4th St S project \$1,775,127.75, which equates to an estimated SEH fee of \$142,010.22. In addition, the material testing services fee is estimated at \$26,850.60 (includes 5% subconsultant markup), and will be completed on an hourly basis (this also includes the required material testing on the City-portion of the Pokegama Ave project).

For Items 4-5 above (Pokegama Ave Reconstuction) the fee for construction tasks will be as listed in the Master Engineering Services Contract (8% of final construction cost for federally funded projects) minus 1.5% for the administrative work MnDOT will be completing for a total fee percentage of 6.5%. The current estimate of the SEH-administered City-items for the Pokegama Ave Project is \$1,288,824.80, which equates to an SEH fee of \$83,773.61.

We look forward to working with you on this project. If this SLA is acceptable, please sign in the space provided and return a copy to us. Please contact us if you have any questions regarding this supplemental letter agreement.

Sincerely,
Short Elliott Hendrickson Inc.



4/12/12

Jeff Tillman, P.E.
Project Manager/Principal

Date



4/12/12

Robert J. Beaver, P.E.
Office Manager/Principal

Date

City of Grand Rapids Authorization:

Kim Johnson-Gibeau
City Clerk

Date

Dale Adams
Mayor of Grand Rapids

Date

C: SEH file 113977 – 10.0

Attachments: Braun materials testing work scope

COST ESTIMATE

HB-10-10099A

Proposed Street Construction & Reconstruction

Short-Elliott-Hendrickson, Incorporated
Jeff Tillman
21 NE Fifth Street, Suite 200
Grand Rapids, MN 55744

Service Desc: Construction Materials Testing
Work Location: 4th Street SE and Pokegama Avenue
Grand Rapids, MN
Estimator : Mark W Gothard

Description:	Quantity:	Units:	Unit Price:	Extension:
Phase: CMT				
Start Date:	6/1/2012	End Date:	10/1/2012	
Task: Soil Observations & Testing				
Compaction Testing	15.00	Hours	68.00	1,020.00
<i>Utilities</i>	6.00 Trips at	2.50 Hours per Trip		
Sample pick-up	4.00	Hours	53.00	212.00
	4.00 Trips at	1.00 Hour per Trip		
Compaction Testing, Sand Cones	25.00	Hours	68.00	1,700.00
	10.00 Trips at	2.50 Hours per Trip		
Field Moisture Testing	6.00	Hours	68.00	408.00
	6.00 Trips at	1.00 Hour per Trip		
Sieve analysis through No. 200 Sieve (ASTM C 136, D 1140 or C 117)	5.00	Tests	114.00	570.00
Nuclear moisture-density meter charge, per hour	15.00	Hours	18.00	270.00
Proctor Test (ASTM D 698 or ASTM D 1557)	2.00	Tests	159.00	318.00
Percent crushed (MN/DOT)	1.00	Test	70.00	70.00
Trip charge	20.00	Trips	22.00	440.00
Soil Observations & Testing Total:				5,008.00
Task: Concrete Observations & Testing				
Concrete Observations	2.00	Hours	68.00	136.00
<i>Driveways</i>	2.00 Trips at	0.50 Hour per Trip		
<i>Sidewalks</i>	2.00 Trips at	0.50 Hour per Trip		
Concrete Testing	44.00	Hours	68.00	2,992.00
<i>Driveways</i>	2.00 Trips at	2.00 Hours per Trip		
<i>Sidewalks</i>	6.00 Trips at	2.00 Hours per Trip		
<i>Curb & Gutter</i>	12.00 Trips at	2.00 Hours per Trip		
<i>Light Bases</i>	2.00 Trips at	2.00 Hours per Trip		
Concrete Cylinder Pick up	6.00	Hours	53.00	318.00
	6.00 Trips at	1.00 Hour per Trip		
Sieve analysis through No. 200 Sieve (ASTM C 136, D 1140 or C 117)	24.00	Tests	114.00	2,736.00
Compressive strength of 4 x 8" concrete cylinders (ASTM C 39), per unit	110.00	Tests	25.00	2,750.00
<i>Footings</i>	2.00 Sets of	5.00 Cylinders/Set		
<i>Sidewalks</i>	6.00 Sets of	5.00 Cylinders/Set		
<i>Curb & Gutter</i>	12.00 Sets of	5.00 Cylinders/Set		
<i>Light Bases</i>	2.00 Trips at	5.00 Cylinders/Set		
Trip charge	32.00	Trips	22.00	704.00
Concrete Observations & Testing Total:				9,636.00

Description:	Quantity:	Units:	Unit Price:	Extension:
Task: Pavement Observations & Testing				
Bituminous Observations & Testing	25.00	Hour	90.00	2,250.00
	<i>5.00 Trips at</i>	<i>5.00 Hours per Trip</i>		
Rice specific gravity (ASTM D 2041)	6.00	Tests	70.00	420.00
Asphalt Content (ASTM D 2172/6307)	6.00	Tests	132.00	792.00
Extracted aggregate gradation (ASTM D 5444)	6.00	Tests	92.00	552.00
Gyratory gravity (AASHTO T312)	6.00	Tests	159.00	954.00
Percent crushed (MN/DOT)	6.00	Tests	70.00	420.00
Fine Aggregate Angularity (FAA) (AASHTO T304)	6.00	Tests	68.00	408.00
Trip charge	5.00	Trips	22.00	110.00
	Pavement Observations & Testing Total:			5,906.00
Task: Engineering & Project Management				
Project Manager	10.00	Hours	144.00	1,440.00
Senior Project Manager	20.00	Hours	162.00	3,240.00
Project Assistant	4.75	Hours	72.00	342.00
	Engineering & Project Management Total:			5,022.00
	CMT Total:			25,572.00
	Project Total:			25,572.00



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0244 **Version:** 1 **Name:** Cityworks Programming
Type: Agenda Item **Status:** Passed
File created: 4/18/2012 **In control:** Engineering
On agenda: 4/23/2012 **Final action:** 4/23/2012
Title: A maintenance agreement with Azteca Systems, Inc. for Cityworks work order programming.
Sponsors:
Indexes:
Code sections:
Attachments: [4-23-12 Attachment City Works quote.pdf](#)
[4-23-12 Attachment City Works.pdf](#)

Date	Ver.	Action By	Action	Result
4/23/2012	1	City Council	Approved	Pass

A maintenance agreement with Azteca Systems, Inc. for Cityworks work order programming.

Background Information:

The City utilizes Cityworks work order computer programming for the management of storm water infrastructure operations and maintenance. This programming needs to be updated on an annual basis. The attached quote and invoice in an amount of \$4,375 is attached for reference.

Staff Recommendation:

City staff is recommending the approval of purchase of Cityworks programming from Azteca Systems, Inc., in an amount of \$4,375, plus tax, with funding from the Storm Water Utility.

Requested City Council Action

Consider the purchase of Cityworks programming from Azteca Systems, Inc., in an amount of \$4,375, plus tax, with funding from the Storm Water Utility.



Support Quote

March 5, 2012

Azteca Systems, Inc

11075 South State Street #24

Sandy, UT 84070

(801) 523-2751

(801) 523-3734 (fax)

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

Our records indicate the renewal date is approaching for Cityworks Update & Support Agreement. Keeping your update and support current entitles you to:

- Software Updates
- Customer Support
- Access to MyCityworks.com

To assure that you continue to receive these valuable services it is important to renew the software maintenance for the forthcoming term. Attached please find the quotation for renewing your Cityworks Update & Support Agreement.

If you have any questions regarding this information, please contact this office.

Thank you,

Marianne Haslam
801-523-2751
801-523-3734 (fax)
marianne@cityworks.com



Support Quote

March 5, 2012

Azteca Systems, Inc
11075 South State Street #24
Sandy, UT 84070
(801) 523-2751
(801) 523-3734 (fax)

City of Grand Rapids, MN
Contract # **C132507**

Software	Licenses
Desktop	3N
Anywhere	1N
Desktop / Anywhere	
Server AMS	
Server PLL	
Storeroom	
Service Request Only	
CCTV Interface for PACP	
Equipment Manager	
Pavement Analysis	
Doc. Management API	
Service Request API	
Metrics API	
Contracts	
Work Order API	
Citizen Engagement Service Request API	
Mobile Basic	
Mobile Advanced	
Renewal Period	5/1/2012 to 4/30/2013
U & S Amount Due	\$4375.00 (plus any applicable sales tax)

By signing below, you are authorizing Azteca Systems, Inc. to issue an update and support invoice in the amount quoted above.

Signature of Authorized Representative

Date

Name (please print)

Title

Purchase Order #: _____

Submit invoice electronically to: (email) _____

Invoice to be addressed to: (if different than listed above)

Cityworks®

Support Quote

March 5, 2012

Azteca Systems, Inc

11075 South State Street #24

Sandy, UT 84070

(801) 523-2751

(801) 523-3734 (fax)

(Please fax or mail this form back to Azteca Systems – 801-523-3734)



Invoice

Azteca Systems, Inc.
 11075 South State Street #24
 Sandy, UT 84070
 (801) 523-2751

DATE	INVOICE NO.
4/3/2012	7223

BILL TO
Grand Rapids, MN Attn: Accounts Payable 420 N. Pokegama Ave Grand Rapids, MN 55744-2662

FEDERAL ID#87-0432994
per U&S Contract #C132507

P.O. NO.	TERMS
	Net 30

LINE	DESCRIPTION	AMOUNT
1.	Cityworks Annual Update & Support Software Fee (20% of U&S is taxable per the MN tax code)	875.00T
2.	Remainder of U&S (\$3,500)	3,500.00
	Total U&S Amount: \$4,375.00	
	Renewal period 5/1/2012 to 5/1/2013	
	3 Named Desktop, 1 Named Anywhere License	
	Sales Tax	60.16
Total		\$4,435.16



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	12-0245	Version:	1	Name:	Accept the notice of retirement from Michael T. McCartney, Firefighter, effective May 13, 2012 at 12:00 midnight.
Type:	Agenda Item	Status:		Status:	Passed
File created:	4/18/2012	In control:		In control:	Administration
On agenda:	4/23/2012	Final action:		Final action:	4/23/2012
Title:	Accept the notice of retirement from Michael T. McCartney, Firefighter, effective May 13, 2012 at 12:00 midnight.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	McCartney retirement letter				

Date	Ver.	Action By	Action	Result
4/23/2012	1	City Council	Approved	Pass

Accept the notice of retirement from Michael T. McCartney, Firefighter, effective May 13, 2012 at 12:00 midnight.

Background Information:

Michael McCartney, Firefighter, has submitted his notice of retirement effective May 13, 2012 at 12:00 midnight. Mike was hired on January 2, 1992 and has served in the capacity of Firefighter and Secretary/Treasurer. In his letter, Mike stated "*I have thoroughly enjoyed being a member of this department in the capacities I have served; as a fire-fighter, secretary/treasurer, doing day care and foster care inspections, running the juvenile fire-setters program, and as a relief board member and treasurer*"... "*I am proud to have been a member of this department and will reflect back on many of the calls, events, camaraderie, and people that have made it so enjoyable to me in the coming years. It sure has made 20 years go by in a heart-beat.*"

Staff Recommendation:

Requested City Council Action

Consider accepting the notice of retirement from Michael T. McCartney, Firefighter, effective May 13, 2012 at 12:00 midnight.

April 9, 2012
Grand Rapids Fire Department
18 NE 5th Street
Grand Rapids, MN

Dear members of the Grand Rapids Fire Department,

After 20 ½ years, I have decided to tender my resignation as a fire-fighter for the Grand Rapids Fire Department, effective May 13th, 2012 at 12:00 midnight.

As many of you know, Laura and I have been talking about moving west to be closer to our children and grand-children. Opportunities have materialized to make that a reality.

I have thoroughly enjoyed being a member of this department in the capacities I have served; as a fire-fighter, secretary/treasurer, doing day care and foster care inspections, running the juvenile fire-setters program, and as a relief board member and treasurer; not to mention freelancing when Liebel's not looking. I am proud to have been a member of this department and will reflect back on many of the calls, events, camaraderie, and people that have made it so enjoyable to me in the coming years. It sure made 20 years go by in a heart-beat.

It will be a tough transition not answering calls all hours of the night or at the start of a birthday party or movie, or wearing a pager. I know Laura will be happy when I start wearing shirts that don't have a Maltese cross on them. That may be awhile.

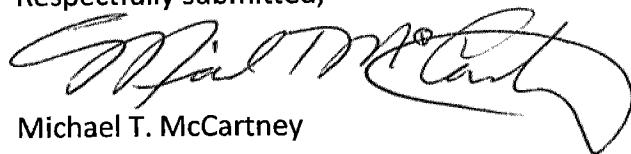
I would like to relay something to the younger guys that was said to the department one night by a former chief, Greg Taylor, which has stuck with me throughout the years, and I have tried to live that as a fireman. It applies to the older guys as well. He said, "Whether you are the Chief, the newest guy on the department or anyone in between, in this room, there is nobody more important or any better than anyone else. We are all equals. We are all here for the same reason, to protect life and property." This is a volunteer department.

I am not going to stand here and thank a bunch of people; I will do that one on one. Although I would like to thank Cal for taking the heat for all the things I did to Liebel. Thanks buddy.

Stay safe and always go home to your families.

Thank you for letting this department be a part of my life. I will never forget it.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Michael T. McCartney". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Michael T. McCartney



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0254 **Version:** 1 **Name:** Accept GREDA Annual Report for the year 2011
Type: Agenda Item **Status:** Passed
File created: 4/19/2012 **In control:** Community Development
On agenda: 4/23/2012 **Final action:** 4/23/2012
Title: Accept Grand Rapids EDA Annual Report for the year 2011.

Sponsors:

Indexes:

Code sections:

Attachments: [GREDA 2011 Annual Report](#)

Date	Ver.	Action By	Action	Result
4/23/2012	1	City Council	Approved	Pass

Accept Grand Rapids EDA Annual Report for the year 2011.

Background Information:

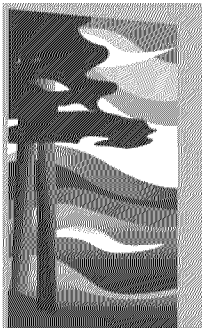
The Bylaws of the Grand Rapids Economic Development Authority establish that: "GREDA shall prepare an annual report describing its activities and providing an accurate statement of its financial condition, together with additional matters and recommendations it deems advisable for the economic development of the City of Grand Rapids"

The attached GREDA 2011 Annual Report is provided to fulfill that obligation.

Requested City Council Action

Accept Grand Rapids EDA Annual Report for the year 2011.

Grand **R**apids **E**conomic **D**evelopment **A**uthority



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

2011 **Annual Report**

Prepared by:

Rob Mattei
Community Development Director/
GREDA Executive Director

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Mission

The Mission of the Grand Rapids Economic Development Authority (GREDA) is to advance the growth of our local economy through efforts focused on business recruitment, retention and expansion.

As the City's economic development agent, the GREDA strives to provide a high level of service, in order to encourage economic investment and prosperity in the City of Grand Rapids and the surrounding region. The GREDA works closely with businesses to: identify creative solutions to challenging problems, generate enhanced opportunities for growth, and help them achieve their short- and long-term goals.

Governance

The Grand Rapids Economic Development Authority (GREDA) is a public body governed by Minnesota Statute chapter 469, and Enabling Resolutions enacted by the City Council of the City of Grand Rapids.

The management of all of the affairs, property and business of GREDA is vested in a Board of Commissioners consisting of 7 persons, 2 of which must be members of the City Council. The GREDA, on an annual basis, elects its Officers, which include: a President, Vice President, Secretary/Treasurer, and Asst. Treasurer. The GREDA is provided staff support primarily through the Community Development Department, with the Community Development Director acting as the GREDA Executive Director, and with the Community Development Administrative Assistant acting as the Recorder.

The GREDA Board of Commissioners is currently made up of the following volunteers:

Member	Position	Affiliation/Occupation	Term Expires
Ed Zabinski	President	City Council/Bank Exec.	12/31/12 Concurrent with Council Term
Gary McInerney	Secretary/Treas.*	City Council/Realtor	12/31/10 Concurrent with Council Term
Sholom Blake	Vice President	Private Business Owner/CPA	3/1/13
Mike Przytarski	Commissioner	Property Owner/Manager	3/1/15
Cheryl Gullickson	Commissioner	Non-Profit Executive Director	3/1/17
Mike Stefan	Commissioner	Bank Executive	3/1/18
Chris Lynch	Commissioner	Bank Executive	3/1/13

*The City Finance Director serves as the Asst. Treasurer

Article VII, Section 1, of the Bylaws of the Grand Rapids Economic Development Authority establishes that: "GREDA shall prepare an annual report describing its activities and providing an accurate statement of its financial condition, together with additional matters and recommendations it deems advisable for the economic development of the City of Grand Rapids."

This report is intended to summarize the GREDA's activities and financial condition for the year ending December 31, 2011.

Respectfully submitted,



Ed Zabinski, Grand Rapids EDA President



Development Property Assets

Beginning in 1969, the GREDA and its predecessor organization, the Grand Rapids Industrial Park Commission, have invested in the creation of four industrial park areas in Grand Rapids. Those industrial parks have become the home for 24 businesses, providing over 1,000 jobs in our community.

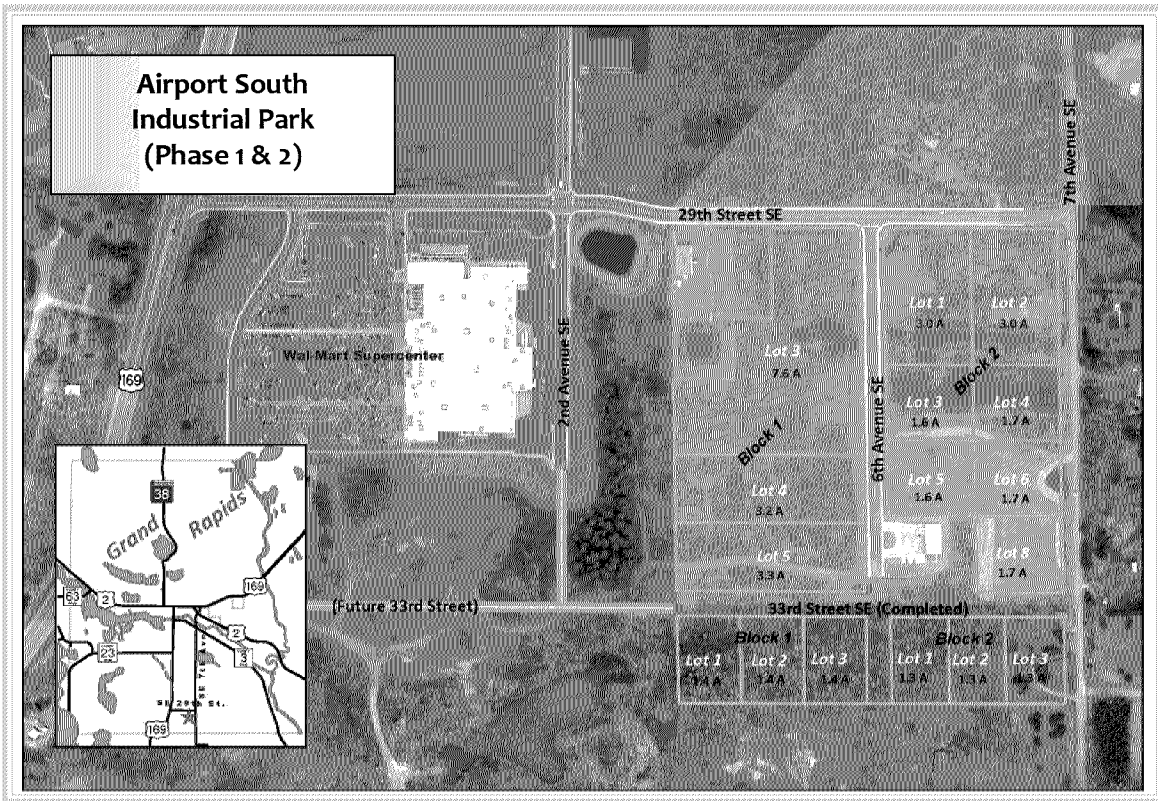
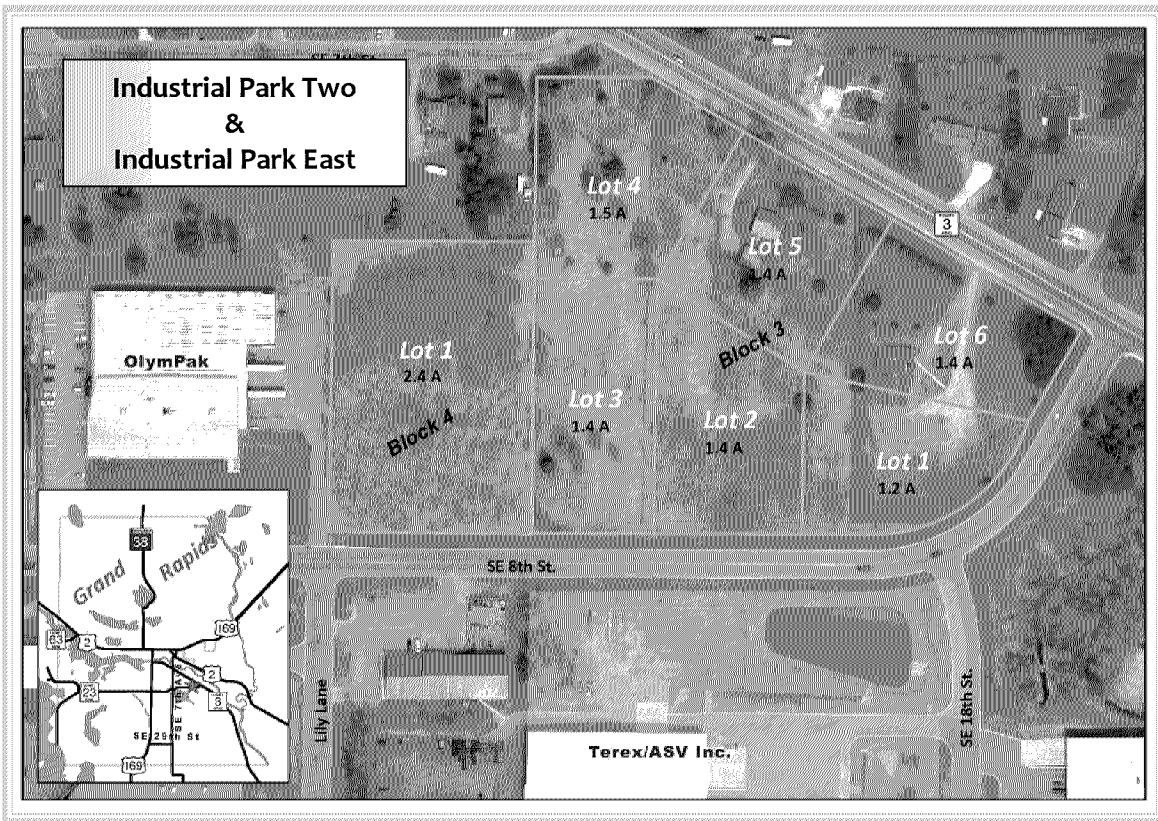
The attraction and location of industrial business in our community is pursued by GREDA within a competitive environment. Communities in the Arrowhead Region, including Grand Rapids, have had to counterbalance weaknesses, such as our distance from major market areas, by providing incentives to businesses for locating in our community. A primary means of providing that incentive involves providing development sites for business location at a competitive rate, most often below actual cost.

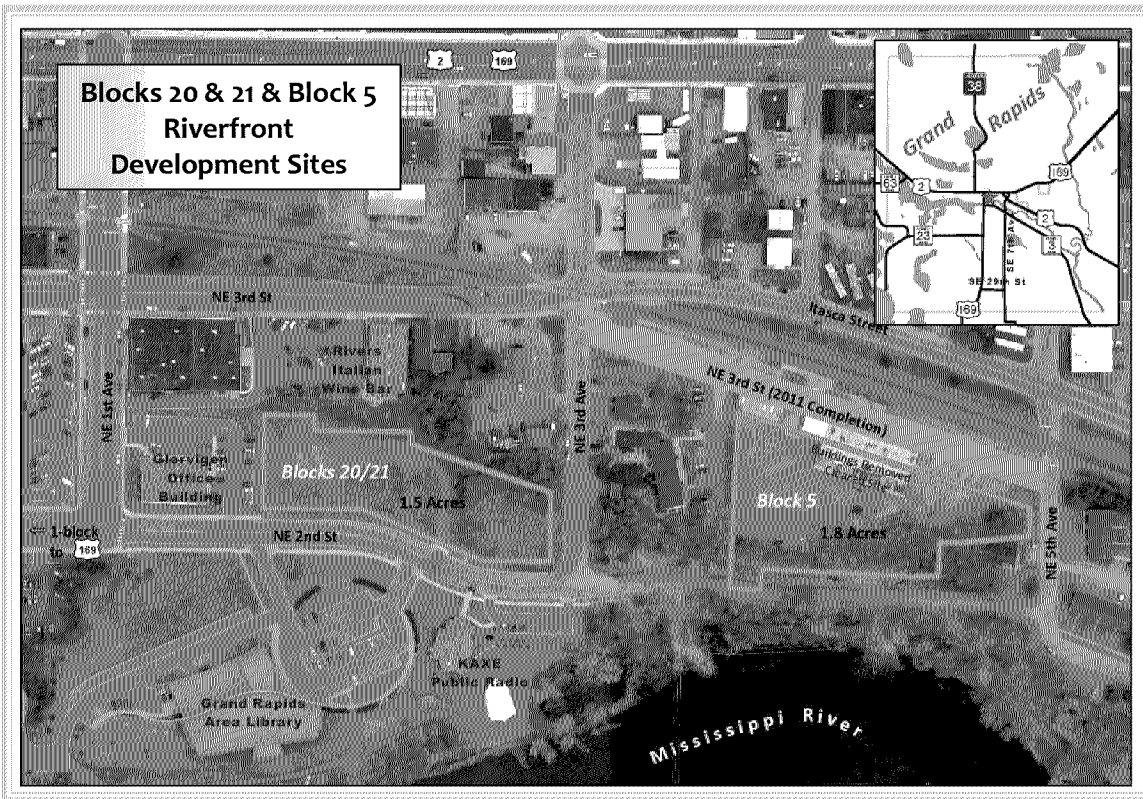
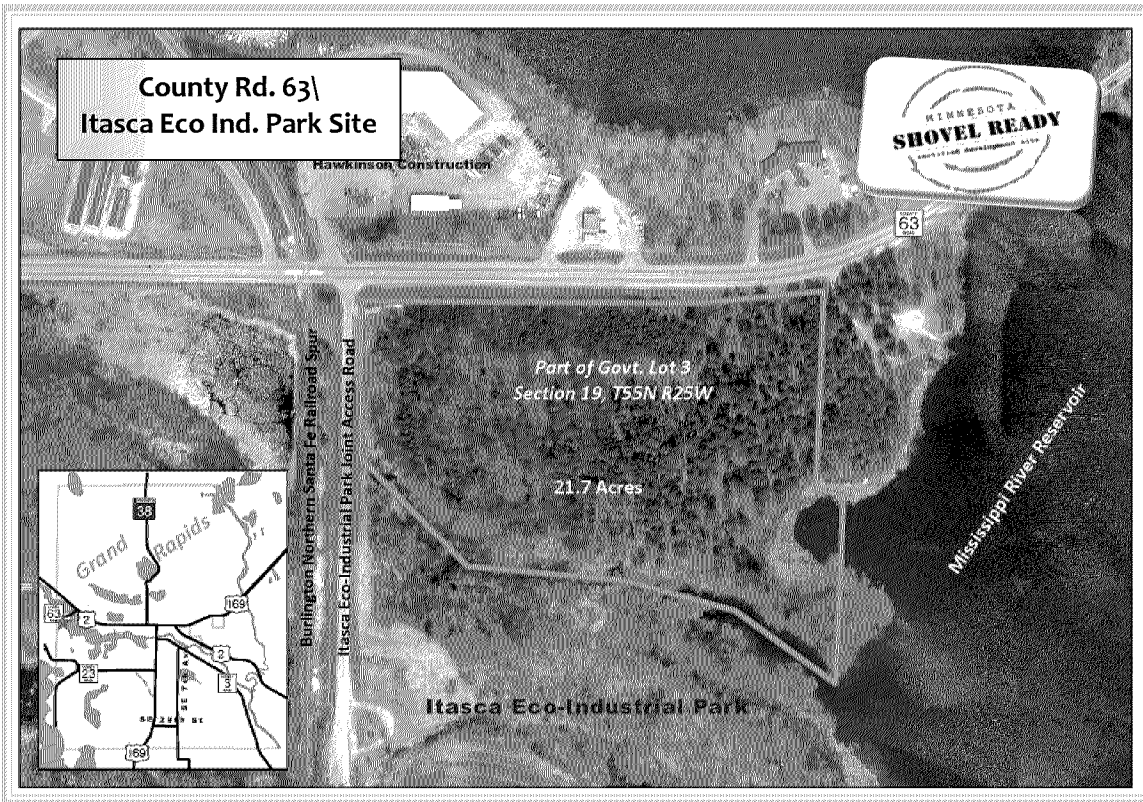
In addition to assembling lands for industrial development, the GREDA has also actively pursued the development of underutilized properties in the Downtown and Mississippi Riverfront areas. As examples, the GREDA has sold land, over the past few years, which led to the development of the Glorvigen office building and the KAXE Northern Public Radio station. The GREDA also exercised their authority to purchase and sell lands in support of the private redevelopment of Block 37, located at the corner of TH 2 and TH 169. The GREDA currently owns property in Blocks 20 & 21, immediately north of the Library, which they continue to market to developers interested in creating professional office, residential and other compatible uses. The GREDA also acquired title from the City to the former North Country Recycling property, a site also referred to as the Block 5 Site.

Inventory Summary:

Site Description	Number of Developable Lots (GREDA Owned)	Acreage Total
Industrial Park Two	1	2.38
Industrial Park East	6	8.30
Airport South Industrial Park – Phase 1 & 2	13	22.61
County Rd. 63/Itasca Eco Industrial Park	1	21.7
Blocks 20 & 21 Riverfront Dev. Site	1	1.46
Block 5 Riverfront Dev. Site	1	1.8
Totals:	23	58.25







Business Assistance Programs

Intent upon matching a prospective business' needs with available assistance, the GREDA commonly pools their resources together with those of other local, state and federal economic development agencies. Examples of a number of those business assistance programs are listed in the following table:

Provider	Program
Federal EDA	<ul style="list-style-type: none"> ▪ Public Works Grant ▪ Economic Adjustment Grant ▪ Economic Development Planning Grant
Iron Range Resources	<ul style="list-style-type: none"> ▪ Commercial Redevelopment Program ▪ Public Works Program ▪ Build and Lease Program ▪ Business Financing ▪ Commercial Business Infrastructure
Department of Employment and Economic Development (DEED)	<ul style="list-style-type: none"> ▪ Business Development Public Infrastructure Grant ▪ Minnesota Investment Fund ▪ Small Cities Development Program ▪ Redevelopment Grant Program ▪ Contamination Investigation and Cleanup ▪ Job Skills Partnership Program
Itasca Economic Development Corporation (IEDC)	<ul style="list-style-type: none"> ▪ Building Development Loan Program
City of Grand Rapids	<ul style="list-style-type: none"> ▪ Tax Increment Financing ▪ Tax Abatement

GREDA Administered Assistance Programs:



JOBZ (Job Opportunity Building Zones) The City of Grand Rapids is a participant in the State's economic development initiative, the Job Opportunity Building Zone (JOBZ) Program. The JOBZ Program is designed to stimulate economic development activity in Greater Minnesota by providing local and state tax exemptions to new and expanding businesses.

For the City of Grand Rapids, the GREDA serves as the economic development agent empowered to solicit, negotiate and form JOBZ business subsidy agreements with qualified businesses locating within the following established Grand Rapids JOBZ subzones.

- ❖ Existing Industrial Parks Subzone (16.8 acres)
- ❖ Airport South Industrial Park Subzone (90 acres)
- ❖ Hwy 38 N. Industrial Subzone (23.3 acres)
- ❖ Blandin West Subzone (126 acres)
- ❖ Airport Grounds Subzone (7.8 acres)

Qualified businesses that operate in a JOBZ subzone, and which enter into a JOBZ business subsidy agreement with the GREDA, qualify for the following exemptions:

- ❖ Individual income taxes
- ❖ Corporate franchise taxes
- ❖ State sales and use tax on qualifying purchases
- ❖ State sales tax on motor vehicles
- ❖ Property taxes on improvements
- ❖ Wind energy production tax



Commercial Building Improvement Loan (CBIL) Program - In certain situations, the underwriting standards used by private financial institutions would constrain their willingness or ability to provide a complete, attractive, financing package to a small business seeking to invest in property improvements. The GREDA, like many other municipal EDAs, has created and maintains a revolving loan fund (RLF). GREDA's, named the Commercial Building Improvement Loan (CBIL) Program, is intended to leverage private sector investment. The GREDA CBIL Program fills this capital market void by providing below market rate financing to eligible commercial enterprises within the City of Grand Rapids.

The CBIL is intended primarily to help building owners and tenants improve the appearance and function of their existing buildings. Secondary benefits include: the removal of blight, increased competitiveness, strengthening of the tax base and improved viability of small businesses in the Grand Rapids commercial districts.



Brewed Awakenings (2006)-24 NE 4th

Eligible improvements to any retail/commercial building or site are qualified for consideration under the CBIL within the following business zones: (LB, GB, CBD, SGB, SLB, I-1, SI-1). Program funds may be used for: building construction and expansion, building renovation and remodeling, landscaping and parking lot improvements and signage.

The Commercial Building Improvement Loan Program funds may finance up to 75% of the project cost, or \$40,000, which ever may be less. The

interest rate for improvement loans is set at four percent (4%). The maximum term for any improvement loan shall be 5 years. Loans are amortized over a twenty year period with a balloon payment due at the end of the term, with no penalty for early payment.

This RLF was largely underutilized until early 2006 when the GREDA took action to redefine and improve the program structure and guidelines. These program changes were well received as evidenced by the subsequent loan activity outlined in the following table:

GREDA Commercial Building Loan Improvement Program
Current Loan Portfolio

Loan Recipient/ dba/ Business Address	Zoning	Loan \$ Applied To	Principal Loan Amount (Approved)	Loan Origination Date	Monthly Payments	Balance Due Date	Balloon Balance Amt.	Loan Security
Chris Marinucci Nuch's on the Corner 620 NE 4th St.	GB	Exterior Remodel/Furnace	\$39,146.25	13-Apr-06	\$217.58	1-May-13	\$28,194.52	Promissory Note
Sholom Blake Sholom Blake, CPA 16 NE 3rd St.	CBD	Interior/Exterior Remodel	\$23,000.00	1-Jul-06	\$127.57	1-Jun-13	\$16,589.42	Promissory Note
Mike and Cynthia Iajzo KOZY/KMFY Radio 507 SE 11th St.	I-1	Exterior Remodel	\$19,500.00	1-Jul-06	\$108.20	1-Jul-13	\$14,070.94	2nd Mortgage/Note
John Ostroot/Joan Foster Brewed Awakenings 24 E. 4th St.	CBD	Interior/Exterior Remodel	\$40,000.00	1-Aug-06	\$221.89	1-Jul-13	\$28,856.59	2nd Mortgage/Note
Rick Harding (Leased Office/Retail) 42 W. 4th St.	CBD	Exterior Remodel/New Roof	\$61,500.00	13-Jun-07	\$341.55	1-Jul-14	\$44,417.89	2nd Mortgage/Note
Mike Kellin (Lease Office/Retail) 816 Pokegama Ave. S.	GB	Exterior Remodel/Sign	\$30,000.00	25-Oct-07	\$167.09	1-Dec-14	\$21,783.99	2nd Mortgage/Note
Nicole Roberts Body in Balance 218 Pokegama Ave. N.	CBD	Furnace/Sign	\$3,047.99	1-Feb-08	\$25.00	15-Jan-15	\$1,448.11	2nd Mortgage/Note
John Ostroot/Joan Foster Brewed Awakenings 24 E. 4th St.	CBD	Roofing and Window	\$25,597.50	23-Jul-10	\$156.17	1-Oct-15	\$21,269.88	2nd Mortgage/Note
Totals:			\$241,295.24		\$1,265.09		\$176,734.54	



The increase in CBIL Program loan activity, during 2006-2007, necessitated GREDA's exploration of creative ways to recapitalize the fund, as well as the development of a long range budget that allows the Program to sustain itself over the long term. With assistance provided in the form of a \$175,000 loan from the Blandin Foundation, the recapitalization of the CBIL culminated in the following program budget, adopted by GREDA:

City of Grand Rapids
 GREDA Commercial Building Improvement Loan Program
 Revenue and Expenditure Cash Flow
 Scenario B4 - No Capitalization 5 Year Balloon, 20 Year Amortization, 4% Interest Rate, Blandin Foundation \$175,000

Year Ending	12/31/2007	12/31/2008	12/31/2009	12/31/2010	12/31/2011	12/31/2012	12/31/2013	12/31/2014	12/31/2015	12/31/2016	12/31/2017	12/31/2018	12/31/2019	12/31/2020	12/31/2021
Beginning Fund Balance	1) \$ 92,991	\$ 11,047	\$ 1,943	\$ 1,594	\$ 1,023	\$ 1,221	\$ 1,216	\$ 110,647	\$ 196,536	\$ 216,656	\$ 236,032	\$ 44,335	\$ 57,680	\$ 71,492	\$ 85,787
Revenue															
Interest Earnings	\$ 1,470	\$ 387	\$ 68	\$ 56	\$ 36	\$ 43	\$ 43	\$ 3,873	\$ 6,879	\$ 7,583	\$ 8,261	\$ 1,552	\$ 2,019	\$ 2,502	\$ 3,003
Add'l GREDA Resources	2) -	\$ 22,000	\$ 22,000	\$ 18,000	\$ 11,000	\$ 5,000	-	-	-	-	-	-	-	-	-
Blandin Foundation	3) -	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	-	-	-	-	-	-	-	-	-
Loan Application Fee	4) \$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450
Existing Loans															
P&I Payments	5) \$ 10,880	\$ 14,457	\$ 14,507	\$ 14,507	\$ 14,507	\$ 14,507	\$ 6,404	\$ 300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7 Year Balloon Payments	6) -	-	-	-	-	-	\$ 91,192	\$ 69,922	\$ 1,448	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
New Activity															
P&I Payments - GREDA	7) -	\$ 1,628	\$ 3,619	\$ 5,380	\$ 6,582	\$ 7,419	\$ 13,815	\$ 16,348	\$ 19,339	\$ 22,530	\$ 26,054	\$ 26,054	\$ 26,054	\$ 26,054	\$ 26,054
P&I Payments - Blandin	8) -	\$ 1,266	\$ 5,066	\$ 9,085	\$ 13,681	\$ 18,634	\$ 38,398	\$ 37,321	\$ 32,089	\$ 29,778	\$ 25,974	\$ 66,348	\$ 66,348	\$ 66,348	\$ 66,348
5 Year Balloon Payments	9) -	-	-	-	-	-	\$ 27,962	\$ 29,027	\$ 34,279	\$ 38,570	\$ 40,374	-	-	-	-
5 Year Balloon Pmts - Blandin	10) -	-	-	-	-	-	-	-	\$ 101,178	\$ 100,434	\$ 101,112	\$ 94,403	\$ 94,870	\$ 95,354	\$ 95,854
Total Revenue	\$ 12,800	\$ 75,188	\$ 80,700	\$ 80,487	\$ 81,256	\$ 81,053	\$ 190,490	\$ 166,946	\$ 101,178	\$ 100,434	\$ 101,112	\$ 94,403	\$ 94,870	\$ 95,354	\$ 95,854
Expenditure															
Loan Disbursement - GREDA	11) \$ 91,641	\$ 48,048	\$ 45,000	\$ 38,668	\$ 35,905	\$ 31,319	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000
Loan Disbursement - Blandin	12) -	\$ 35,000	\$ 35,000	\$ 41,332	\$ 44,095	\$ 48,681	-	-	-	-	-	-	-	-	-
Repay Blandin P&I	13) -	-	-	-	-	-	-	-	-	-	\$ 211,752	-	-	-	-
Misc Exp - Audit, Consultants	14) \$ 2,546	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Legal Expenses	15) \$ 357	\$ 744	\$ 558	\$ 558	\$ 558	\$ 558	\$ 558	\$ 558	\$ 558	\$ 558	\$ 558	\$ 558	\$ 558	\$ 558	\$ 558
Total Expenditure	\$ 94,544	\$ 84,292	\$ 81,058	\$ 81,058	\$ 81,058	\$ 81,058	\$ 81,058	\$ 81,058	\$ 81,058	\$ 81,058	\$ 292,810	\$ 81,058	\$ 81,058	\$ 81,058	\$ 81,058
Revenue Over Expenditure	\$ (81,944)	\$ (9,104)	\$ (349)	\$ (571)	\$ 198	\$ (5)	\$ 109,432	\$ 85,888	\$ 20,120	\$ 19,378	\$ (191,697)	\$ 13,345	\$ 13,812	\$ 14,296	\$ 14,796
Ending Fund Balance	\$ 11,047	\$ 1,943	\$ 1,594	\$ 1,023	\$ 1,221	\$ 1,216	\$ 110,647	\$ 196,536	\$ 216,656	\$ 236,032	\$ 44,335	\$ 57,680	\$ 71,492	\$ 85,787	\$ 100,583
Investment Earnings Rate	3.50%	Total GREDA Resources \$ 76,000											Total Blandin Loan Origination \$ 204,109		
		Average Annual GREDA Resources \$ 15,200											Annual Average Blandin Loan Origination \$ 40,822		

	Stabilized Annual Activity										
	# of Loans	3	3	3	3	3	3	3	3	3	3
Principal Amount per Loan	\$ 26,666.67	\$ 26,666.67	\$ 26,666.67	\$ 26,666.67	\$ 26,666.67	\$ 26,666.67	\$ 26,666.67	\$ 26,666.67	\$ 26,666.67	\$ 26,666.67	\$ 26,666.67
Annual Payments per Loan (20 Year Amortization)	\$ 1,929.90	\$ 1,929.90	\$ 1,929.90	\$ 1,929.90	\$ 1,929.90	\$ 1,929.90	\$ 1,929.90	\$ 1,929.90	\$ 1,929.90	\$ 1,929.90	\$ 1,929.90
5 Year Balloon Payment per Loan	\$ 22,115.92	\$ 22,115.92	\$ 22,115.92	\$ 22,115.92	\$ 22,115.92	\$ 22,115.92	\$ 22,115.92	\$ 22,115.92	\$ 22,115.92	\$ 22,115.92	\$ 22,115.92
1st Year P&I	\$ 2,894.84	\$ 2,894.84	\$ 2,894.84	\$ 2,894.84	\$ 2,894.84	\$ 2,894.84	\$ 2,894.84	\$ 2,894.84	\$ 2,894.84	\$ 2,894.84	\$ 2,894.84
Each Other Year P&I	\$ 5,789.69	\$ 5,789.69	\$ 5,789.69	\$ 5,789.69	\$ 5,789.69	\$ 5,789.69	\$ 5,789.69	\$ 5,789.69	\$ 5,789.69	\$ 5,789.69	\$ 5,789.69

- NOTES:**
- Initial fund balance estimated to produce \$0 ending fund balance
 - Plug number to end with a positive fund balance (rounded to nearest \$1,000)
 - Blandin Foundation Funds - \$175,000 total, assumed \$35,000 each year over 5 years (for downtown loans only)
 - Application Fee is \$150 per loan
 - Existing Loan Activity
 - Existing Loans have a seven year balloon payment shown here
 - Annual payments through new loan activity described in green shaded box based on GREDA loan proceeds (not the Blandin Foundation)
 - Annual payments through new loan activity described in blue shaded box based on Blandin Foundation loan proceeds
 - Five year balloon payments for new loan activity in green shaded box for GREDA
 - Five year balloon payments for new loan activity in blue shaded box for Blandin Foundation activity
 - Dollar amount of loan proceeds disbursed using GREDA resources (in green shaded)
 - Dollar amount of loan proceeds disbursed using Blandin resources (in blue shaded) & Blandin P&I Payments in column (9) used in years 3-5 to increase level above the \$35,000/year amount
 - GREDA needs to repay the Blandin Foundation \$175,000 plus interest paid on borrowed funds at the end of the 10th year (the estimated interest due based on the above origination is \$36,752)
 - Miscellaneous expenses, 2007 actual, estimate for audit at \$500 per year
 - Legal expense to originate loan, \$185 per loan

SCDP Commercial Rehabilitation Deferred Loan Program – The GREDA, working together with KOOTASCA Community Action, completed the administration of grant funds awarded to the City of Grand Rapids through the Small Cities Development Program (SCDP), a program managed by the Minnesota Department of Employment and Economic Development. These funds provided deferred loans for 6 qualifying commercial building rehabilitation projects.



The funds were made available to business owners who own the building in which the business is located, and for which rehabilitation assistance is requested. Applications, for eligible projects, were evaluated and selected based upon; the project's total value/addition to the tax base, extent the project addresses program objectives, the project's consistency with the *Comprehensive Plan*, any directly associated permanent job creation, and overall credit risk.

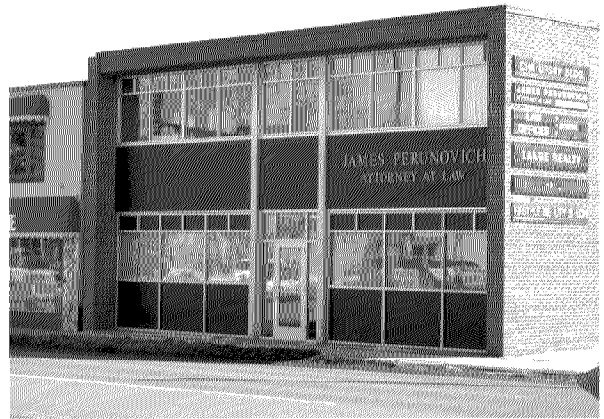
Successful applicants were eligible for a grant totaling sixty-six percent of the construction costs as a deferred loan, with the maximum amount of funding per project set at \$34,500. A deferred loan is defined as a loan for which repayment is not required, provided the recipient remains in and owns the improved building for ten years after receiving assistance. The remaining thirty-four percent will be as cash from the owner or other financing secured by



the applicant. With the successful implementation of the first five projects in 2010, the City, at GREDA's request has reapplied for additional SCDP funding. The following are photographs of projects receiving funding through the SCDP Program:



Wayne's Automotive



Nyberg Law Office



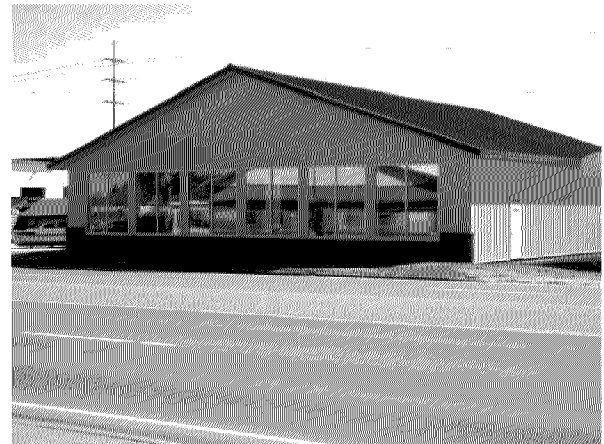
H & M Automotive



J & B Home Counselors



Glen's Army-Navy



Grand Rapids Marine



Additional Project Funding

In support of their objectives, the GREDA aggressively pursues outside funding to supplement their own financial resources. The following table provides a six year history of the outside funding secured by the GREDA:

Funding Source	Activity	Funding Amount Loan(L)/Grant(G)	2005	2006	2007	2008	2009	2010	2011
Blandin Foundation	Downtown Plan Preparation	\$75,000 G	✓						
	Downtown Land Acquisition Fund	\$1,000,000 L			✓				
	CBIL Program Recapitalization	\$175,000 L				✓			
	Riverfront Plan Update	\$35,175 G				✓			
	Blocks 20/21 Soil Remediation	\$100,000 L						✓	
	Minnesota Intelligent Rural Communities	\$100,000G						✓	
	Riverfront Interpretive Signs	\$5,000G						✓	
	IRRRB	Blandin Building Demolition	\$125,000 G				✓		
		DRHH Infrastructure Grant	\$100,000 G					✓	
		St. Joe Block Demo. Grant	\$250,000 G						✓
Dept. of Employment and Economic Development (DEED)	Airport S. Industrial Park Infrastructure (6 th Ave. SE)	\$309,000 G	✓						
	Airport S. Industrial Park Infrastructure (33 rd St. SE)	\$250,000 G				✓			
	SCDP Commercial Rehab	\$198,375					✓		
	Itasca Eco-Ind. Park Clean-up Investigation Grant & RAP	\$48,800 G					✓		
	Itasca Eco-Ind. Park Clean-up	\$56,250G						✓	
Federal Economic Development Administration	Blandin West Industrial Park Planning	\$60,000 G	✓						
Legislative Appropriation (Taconite Relief Area)	Architectural Pre-design of North Central Tech. Laboratory	\$192,000G		✓					
	Grading of three Airport S. Industrial Park Lots	\$90,000G				✓			
	Blocks 20/21 Soil Remediation	\$200,000G						✓	
	Total Outside Funding Secured Since 2005:	\$ 3,369,600							



Business Retention and Attraction

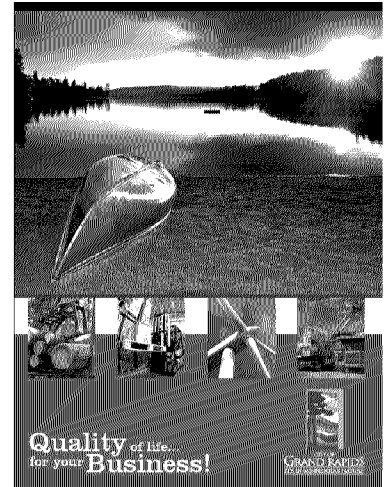
GREDA views regular interaction with resident companies, such as through a Business Retention and Expansion (BRE) program of structured interviews, as an important component of the Grand Rapids area economic development action plan. The importance of BRE is underscored by a well-known statistic: “up to 80 percent of new jobs and capital investment in any community is generated by existing businesses”.¹

The GREDA supports the ongoing efforts of the Grand Rapids Area Chamber of Commerce in the implementation of their “Grow Itasca” BRE program. The updates provided to GREDA, by the Grow Itasca group, as well as GREDA’s own occasions to interact with local companies, assist GREDA in understanding and serving their needs.

This is not to say, however, that GREDA disregards the value of business attraction efforts, as evidenced by their expanding industrial park areas. With a well rounded inventory of sites to offer, GREDA has begun to dedicate additional resources to their marketing efforts, including:

- ❖ Electronic and printed brochures featuring their property
- ❖ An increased presence on the *northlandconnection.com* regional business portal
- ❖ An enhanced presence on the *mnprospector.com* state business portal
- ❖ Fabrication and placement of new, on-site, development signage at all industrial park sites.

- ❖ The development of a new GREDA website to be launched in September 2011 at www.grandrapidseda.com



¹ “The Job Generation Process.” Dr. David Birch, MIT Economist

Summary of Activities - 2011

Industrial Park Expansion and Development

- ❖ Achieved the first “Shovel-Ready” certified site in Northern MN for the Co. Rd. 63/Itasca Eco-Industrial Park, 21 acre, GREDA parcel.
- ❖ Began actively assisting DC Manufacturing in their relocation to an expanded facility on the east side of



the Co. Rd. 63/Itasca Eco-Industrial Park site.

- ❖ Staff continued participation in the Itasca Eco Industrial Park Task Force
 - Group assembled at the time of IEDC acquisition of former Ainsworth to advise IEDC in the process of redeveloping the site.

Downtown Redevelopment/Riverfront Development

- ❖ Providing Technical, Marketing and Pre-development Due Diligence Support focused on re-development of the former St. Josephs Block.
 - Executed agreement with St. Josephs – reimbursement at sale
 - Contracted for the preparation of a Phase I Environ. Assessment, Hazardous Material Survey and Commercial Appraisal.
 - Recruited a potential developer
 - Secured a \$250K grant from IRRRB and applied for a 200K grant from DEED for hazardous material abatement and demolition costs.
- ❖ GREDA Staff organized and facilitated meetings of the Mississippi Riverfront Committee (MRC), a sub-committee of the GREDA, and in the advancement of their work plan.
- ❖ Approved a Commercial Building Improvement Loan requested by Mr. Frank Perendy to assist with costs to re-roof and complete minor upgrades to the commercial building at 218 N. Pokegama Ave.
- ❖ Supported the City's Central School Great Space Giveaway with a \$5,000 business loan to the contest winner, Old School Pastries and Gift Shoppe.
- ❖ Developed and issued a Request for Proposals seeking prospective tenant interest in the Depot building.
- ❖ With assistance from KOOTASCA, GREDA completed the administration of 6 Commercial Rehabilitation Projects. These projects were partially funded by GREDA's 2009 Small Cities Development Program Grant:
 - H&M Auto exterior renovation
 - Nyberg Law Office exterior renovation and energy efficiency upgrades
 - Grand Rapids Marine exterior renovation and energy efficiency improvements
 - Wayne's Radiator exterior renovation and handicapped accessibility improvements
 - J & B Home Counselors rear entrance exterior renovation
 - Glen's Army-Navy addition and entryway renovation.
- ❖ Secured a new 5 year lease with M & H for use of Block 36 (Kremers Block) for the Farmers Market, community events and public parking.

Miscellaneous

- ❖ Investigated the feasibility of developing a community recycling center.
- ❖ Continued administration of a \$100,000 grant from the Blandin Foundation as a demonstration community within their Minnesota Intelligent Rural Communities (MIRC) initiative, which seeks to improve access and usage of broadband internet in rural Minnesota.



Vendor	MIRC Project Description
ElderCircle	A project to provide seniors in the rural Itasca County communities of Bigfork, Marcell, Bovey, Coleraine, Taconite, Nashwauk, Squaw Lake, Deer River and Grand Rapids access to broadband services through basic computer training, basic life services available on-line (including e-banking), and follow-up support.
Itasca County Public Libraries	A collaborative project involving the Grand Rapids, Bovey, Coleraine, Marble and Calumet public libraries to provide computer hardware, software and training for the purpose of expanding the understanding, use and availability of broadband internet.
Itasca County Family YMCA	A project to provide computer hardware, software and training for the purpose of expanding the understanding, use and availability of broadband internet. The equipment and training opportunities will be provided at the Itasca County YMCA, located in Grand Rapids, a site that is visited by 1,200 people/day. The special focus of this training and access will be the senior citizen population utilizing the Bruce Bauer Senior Center at the YMCA.
KOOTASCA Community Action	KOOTASCA Community Action will administer a program to provide a minimum of 20 computers (units), complete with a minimum one-year broadband internet subscription, at no cost to qualified low income households in Itasca County.
Itasca Community Television (ICTV)	A project to provide improved community access to government and community information, with hardware improvements that will allow for seamless delivery of access to government services and meetings to on-line viewers, particularly those in rural parts of Itasca County not served by cable access.



**CITY OF GRAND RAPIDS
ECONOMIC DEVELOPMENT AUTHORITY**

COMBINING STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCE
FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2011
With Comparative Totals for the Year Ending December 31, 2010

	<u>2010 TOTAL</u>	<u>2011 YTD ACTUAL</u>	<u>2011 ANNUAL BUDGET</u>
Fund Balance 1/1/XX:	\$110,839	\$96,527	\$96,527
REVENUES:			
Interest - Investments	393	1,331	1,000
Interest - Loans	-	-	-
Mortgage Payment	-	-	-
Fund Balance Usage	-	-	<u>13,500</u>
TOTAL REVENUES	<u>393</u>	<u>1,331</u>	<u>14,500</u>
EXPENDITURES:			
Supplies/Materials		9	100
Other Services/Charges	<u>13,989</u>	<u>15,790</u>	<u>14,400</u>
TOTAL EXPENDITURES	<u>13,989</u>	<u>15,799</u>	<u>14,500</u>
REVENUES > EXPENDITURES	<u>(13,596)</u>	<u>(14,468)</u>	-
FUND BALANCE			
Fund Balance Usage	<u>(13,596)</u>	<u>(14,468)</u>	
FUND BALANCE 12/31/XX	<u><u>\$97,243</u></u>	<u><u>\$82,059</u></u>	<u><u>\$96,527</u></u>



**CITY OF GRAND RAPIDS
ECONOMIC DEVELOPMENT AUTHORITY
SCHEDULE OF CHANGES IN REVENUE, EXPENDITURES, AND FUND BALANCE
FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2011**

Fund Balance 1/1/11 \$436,258

REVENUES:

Taxes	44,361
Market Value Homestead Credit	882
Supplemental Aid	3,500
Taconite Production Tax	293,165
Interest- Investments	10,788
Interest- Comm. Bldg. Imp. Loans	6,248
Miscellaneous	150
US Gov't- MIRC (Blandin Foundation Grant)	69,584
Loan Payments- Comm. Bldg. Imp. Loans	25,668

ST/MN DEED Grant	99,021
------------------	--------

TOTAL REVENUES \$553,367

EXPENDITURES:

Annual Single Audit Fee	1,790
Ainsworth Facility Redevelopment	3,188
Lakewood Heights Project	293,165
Airport South Jobz Zone	3,457
Downtown Blk 37	1,134
Storefront Renovation	46
Downtown Redevelopment Blk 18-21	2,456
DEED Development Programs	99,022
Deer River Hired Hands	5,235
Block 5	297
MN Intelligent Rural Comm.	69,584
St. Joseph Redevelopment	10,398

TOTAL EXPENDITURES \$489,772

2011 REVENUES > EXPENDITURES \$63,595

FUND BALANCE 12/31/11 (1) \$499,853

Please Note:

(1) The Fund Balance includes designations for the Comm Bldg Imprv Loans of \$59,297.09



2012 Work Plan – Overview of Process

The GREDA recently completed the development of their 2012 Work Plan. The work plan development process first involved a review of the unfinished business from the 2011 Work Plan, and a review of the goals stated within Economic Development Element of the Comprehensive Plan. From that exercise, the GREDA Commissioners identified a list of potential objectives for 2012. Those potential objectives were examined and ranked by the individual GREDA members, and, through additional group discussion, the GREDA approved a list of priorities and a work approach for the issues they will take a lead role in completing, those that they will partner with others on, and those they will provide support to.

In developing the list of priority issues, the GREDA considered the following criteria:

Community impact: If the goal is achieved, will the impact be substantial in the community?

Chances of success: Is the objective reasonably attainable?

Resource availability: Does EDA/City of Grand Rapids possess adequate resources to achieve this goal?

EDA ownership: But for the EDA, will any other entity, commission or department achieve this objective?

The resulting work plan can be found on the following three pages of this report.





Grand Rapids Economic Development Authority 2012 Work Plan

* Results of Issue Identification and Ranking		* Desired Outcomes/Work Approach/Schedule			
Issue/Task/Work Item	Role	Q1	Q2	Q3	Q4
Review and Revise Commercial Building Improvement Loan (CBIL) Program Guidelines	Lead	<ul style="list-style-type: none"> ▪ Form taskforce consisting of two GREDA Commissioners and staff. ▪ Taskforce review and development of revisions, paying specific attention to: establishing late payment penalties and specific policy pertaining to loan extension requests. 	<ul style="list-style-type: none"> ▪ GREDA review of taskforce recommendations . ▪ GREDA action on adopting amended guidelines. 	▪	▪
Follow up on SCDP Commercial Rehab Grant Request	Lead	<ul style="list-style-type: none"> ▪ If selected by DEED, prepare and submit full application. 	<ul style="list-style-type: none"> ▪ Assuming a grant award, market and advance implementation of the program. 	<ul style="list-style-type: none"> ▪ Assuming a grant award, market and advance implementation of the program. 	<ul style="list-style-type: none"> ▪ Assuming a grant award, market and advance implementation of the program.
Assist Magnetation Inc. in relocating corporate headquarters to Grand Rapids	Lead	▪	<ul style="list-style-type: none"> ▪ Discuss long term location and facility needs with company officials. ▪ Take timing queues from company and develop proposal, as required. 	<ul style="list-style-type: none"> ▪ As required, consider any proposed, negotiated, agreements. 	▪



* Results of Issue Identification and Ranking		* Desired Outcomes/Work Approach/Schedule			
Issue/Task/Work Item	Role	Q1	Q2	Q3	Q4
Explore opportunities for consistent, ongoing, funding of GREDA Capital Projects Fund.	Lead	▪	▪	<ul style="list-style-type: none"> ▪ Select a GREDA subcommittee to develop options for GREDA. ▪ Convene a joint session with the City Council to discuss GREDA's needs. ▪ Follow up on strategies & actions. 	▪
Market GREDA properties and cultivate new development interest.	Lead	<ul style="list-style-type: none"> ▪ Explore/research methods to improve marketing effort, including such things as: enhancements to GREDA website, social media, direct marketing, etc. 	<ul style="list-style-type: none"> ▪ GREDA review and consideration of marketing enhancements. ▪ Collaborate with IEDC in marketing Co. Rd. 63/IEIP site. ▪ Aggressively and thoughtfully pursue new development interest 	<ul style="list-style-type: none"> ▪ Aggressively and thoughtfully pursue new development interest 	<ul style="list-style-type: none"> ▪ Aggressively and thoughtfully pursue new development interest
Enable/build Grand Rapids recycling center.	Lead	<ul style="list-style-type: none"> ▪ GREDA review of the preliminary design, cost estimates, and potential funding sources. ▪ Share cost and funding scenarios with City Administration/Council 	<ul style="list-style-type: none"> ▪ Collaborate with City Administration to determine how this project might align with City waste removal/recycling contracting options. ▪ Follow up, as determined. 	<ul style="list-style-type: none"> ▪ Follow up, as determined. 	<ul style="list-style-type: none"> ▪ Follow up, as determined.
Promote re-use of the Depot Building	Lead	<ul style="list-style-type: none"> ▪ Issue RFP seeking interest from commercial tenants. ▪ Form a taskforce comprised of two GREDA Commissioners and staff to review responses. ▪ Provide a 	▪	▪	▪



* Results of Issue Identification and Ranking		* Desired Outcomes/Work Approach/Schedule			
Issue/Task/Work Item	Role	Q1	Q2	Q3	Q4
		recommendation to the City Council.			
Assist in the redevelopment of St. Joe's block	Lead	<ul style="list-style-type: none"> ▪ Follow up on DEED Redevelopment Grant application. ▪ Assuming agreement on sale of property is reached between owner and developer, support the design and execution of a demolition and HMA contract by either City or GREDA. 	<ul style="list-style-type: none"> ▪ Respond to potential request from developer for Economic Tax Abatement and provide recommendation to the City Council. ▪ If current interest from Innovative Developers does not materialize, develop an RFP and seek new interest. 		
Expand/Market Grand Rapids' status as a regional hub.	Lead	<ul style="list-style-type: none"> ▪ Provide data and services as required to promote the expansion of retail, lodging, and tourism business. 	<ul style="list-style-type: none"> ▪ Complete a market area profile examining new opportunities for retail and service businesses. ▪ Assess/analyze missed development opportunities 	<ul style="list-style-type: none"> ▪ Provide data and services as required to promote the expansion of retail, lodging, and tourism business. 	<ul style="list-style-type: none"> ▪ Provide data and services as required to promote the expansion of retail, lodging, and tourism business.
Assist the development of the Itasca Eco-Industrial Park.	Partner	<ul style="list-style-type: none"> ▪ Continue staff involvement in the IEIC Task Force. 	<ul style="list-style-type: none"> ▪ Provide staff assistance in Federal EDA grant administration. 		
Encourage the redevelopment of Block 29, Block 36 and other privately owned Downtown priority sites.	Partner	<ul style="list-style-type: none"> ▪ Provide staff resources as needed, and consider any requests for public financing. 	<ul style="list-style-type: none"> ▪ Provide staff resources as needed, and consider any requests for public financing 	<ul style="list-style-type: none"> ▪ Provide staff resources as needed, and consider any requests for public financing 	<ul style="list-style-type: none"> ▪ Provide staff resources as needed, and consider any requests for public financing
Support/align with regional IT strategy being developed by IEDC taskforce.	Supporting		<ul style="list-style-type: none"> ▪ Request a presentation of findings and recommendations developed by taskforce. 		



* Results of Issue Identification and Ranking		* Desired Outcomes/Work Approach/Schedule			
Issue/Task/Work Item	Role	Q1	Q2	Q3	Q4
			<ul style="list-style-type: none"> Consider how GREDA can provide assistance. 		
Support community initiatives regarding worker housing.	Supporting	<ul style="list-style-type: none"> Provide as needed support 	<ul style="list-style-type: none"> Provide as needed support 	<ul style="list-style-type: none"> Provide as needed support 	<ul style="list-style-type: none"> Provide as needed support





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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0256 **Version:** 1 **Name:** Aiport By-Laws
Type: Agenda Item **Status:** Passed
File created: 4/19/2012 **In control:** Administration
On agenda: 4/23/2012 **Final action:** 4/23/2012
Title: Adopt the Airport Advisory Board By-Laws.

Sponsors:

Indexes:

Code sections:

Attachments: [AIRPORT ADVISORY BOARD BYLAWS](#)

Date	Ver.	Action By	Action	Result
4/23/2012	1	City Council	Approved	Pass

Adopt the Airport Advisory Board By-Laws.

**GRAND RAPIDS/ITASCA COUNTY
AIRPORT ADVISORY BOARD**

BYLAWS OF APRIL 18, 2012

ARTICLE ONE

The office of the Board shall be located in the City Hall, City of Grand Rapids, County of Itasca, State of Minnesota.

ARTICLE TWO

The Board shall meet quarterly at such time and place as agreed upon by a majority of the Board. Meetings will be rescheduled when they conflict with major holidays. The chair or any two Board Members together may call special meetings of the Board as is deemed appropriate, on 72 hours written notice to all members of the Board. No business shall be conducted at a special meeting that was not stated in the written notice of the special meeting. All notices of meetings shall comply with the Minnesota's open meeting law.

ARTICLE THREE

The Board has six members. Three members are appointed by the Grand Rapids City Council and three members are appointed by the Itasca County Board. The initial term of office shall be for one year. Members who are appointed to the Board to fill an unexpired term shall be appointed to the unexpired portion of the previous Boarder's term.

ARTICLE FOUR

Each Member present shall be entitled to one vote in the actions and decisions of the Board. A quorum is necessary in all voting by the Board. A majority of Members shall constitute a quorum at meetings of the Board. Any action taken or decision made must be by a majority vote of Members present.

ARTICLE FIVE

The elective officers of the Board shall be a chair and a secretary. The Board shall appoint the initial chair. The election of each officer shall take place annually at the time and place of the regular Spring quarter meeting of the Board. A candidate for office must be nominated by a Member and seconded by at least one other Member. Any Member shall be eligible for office, but only Members who are present shall be entitled to vote. Candidates who receive a majority of votes so cast shall be elected.

ARTICLE SIX

The chair shall be the chief officer of the Board. The chair shall perform or delegate to the secretary all duties necessarily incident to the office including but not limited to, organizing meetings, meeting with outside community organizations or persons, and providing overall leadership for the Board. In the event the chair is absent from a meeting or unable to attend to a duty, the secretary shall fill in for the chair. In the event both the chair and secretary are unable to attend a meeting, a temporary chair shall be elected by a majority of Members present.

ARTICLE SEVEN

The secretary shall perform the duties of the chair in the absence or at the request of the chair. The secretary shall assist the chair in planning, administering and conducting Board business.

ARTICLE EIGHT

The secretary shall keep a complete record of all proceedings of the Board. The secretary shall keep a roll of the members of the Board and shall perform all other duties usually appertaining to the office of secretary. In the event that the secretary is absent from a meeting, the chair shall appoint a secretary pro tempore to record the proceedings of the Board meeting. Minutes of each meeting shall be submitted to City Administrator and will be mailed or e-mailed out to all Board members the Friday before the next meeting. Copies shall be submitted to the City Administrator and the City Council.

ARTICLE NINE

At the quarterly meetings of the Board, the order of business shall in general be as follows:

1. Call to order;
2. Welcome guests;
3. Minutes of preceding meeting and action thereon;
4. Public comment;
5. Administration;
6. Operations and Maintenance;
7. Engineering;
8. Finance;
9. Adjournment.

ARTICLE TEN

Every member of the Board shall be required to attend at least seventy five percent of all meetings each calendar year. Board members who are unable to meet the attendance requirement may be removed from the Board. Any member of the Board may voluntarily terminate membership by written resignation to the chair and the City Council or County Board that appointed them.

ARTICLE ELEVEN

These Bylaws may be amended by the affirmative vote of two-thirds of the membership, at any regular meeting of the Board, provided notice of such amendment or amendments and the nature thereof shall have been given to the members at least one month prior to the date of the meeting at which said amendment or amendments are to be presented for consideration. The proposed amendment(s) must meet with the approval of the Grand Rapids City Council and the Itasca County Board by majority vote of each entity prior to the newly amended bylaws becoming effective.

ARTICLE TWELVE

As determined by a Joint Powers Agreement of the City of Grand Rapids and Itasca County, this Advisory Board shall act solely in an advisory capacity to the City and County. The Board will have no formal powers and shall take no formal action other than recommending a course of action. The Board shall not have the authority to make or enter into contracts, to hire agents or fire agents or employees, to incur debts or liabilities related to the purpose of this agreement, or to take any legal action on behalf of the joint powers authority.

The Board shall make recommendations to the City Council relating to airport staffing requirements. All airport employees shall be subject to the City's Personnel Policies and Procedures, or appropriate collective bargaining agreements. The County Administrator or his/her designee shall be included, at his/her discretion, in the recruitment and hiring process for all airport employees and the Airport Manager.

Any modifications to this provisions may only be made upon a modification of the Joint Powers Agreement of the City and the County by majority vote of each entity.

ARTICLE THIRTEEN

The foregoing Bylaws comprising four (4) pages, constitute the Bylaws of the Grand Rapids/Itasca County Airport Advisory Board, as duly amended at the regular meeting of the Board, duly held on April 18th, 2012.

IN TESTIMONY WHEREOF, we the undersigned directors, have recommended acceptance of the above by-laws to be the By-Laws of the Grand Rapids/Itasca County Airport Advisory Board. They will become effective once ratified by majority vote of the Grand Rapids City Council and the Itasca County Board of Commissioners.

Recommended for adoption by the Grand Rapids/Itasca County Airport Advisory Board on the 18th day of April, 2012 on the following roll call vote:

Motioned by: _____

Seconded by: _____

Ayes: _____

Nays: _____

ATTEST: _____
Tim George
Grand Rapids/Itasca County Airport Advisory Board Chair

ATTEST: _____
Dan Erkkila
Grand Rapids/Itasca County Airport Advisory Board Secretary

RATIFIED BY: _____
Chairperson
Itasca County Board of Commissioners

Attest: _____
Clerk to the County Board

Date: _____

CITY OF GRAND RAPIDS:

RATIFIED BY: _____
Hon. Dale Adams, Mayor

Attest: _____
Shawn Gillen
City Administrator

Date: _____



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0247 **Version:** 1 **Name:** Completion of Introductory Period for Recreation Program Coordinator Anthony (Tony) Clifton.
Type: Agenda Item **Status:** Passed
File created: 4/18/2012 **In control:** Administration
On agenda: 4/23/2012 **Final action:** 4/23/2012
Title: Completion of Introductory Period for Recreation Program Coordinator Anthony (Tony) Clifton.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
4/23/2012	1	City Council	Approved	Pass

Completion of Introductory Period for Recreation Program Coordinator Anthony (Tony) Clifton.

Background Information:

Tony Clifton, Recreation Program Coordinator, was originally hired as a seasonal/temporary employee on June 1, 2004. He has worked in the capacity of Tennis Instructor, Concession Stand Worker, Flag Football Coach, Enrichment Instructor, Hockey Camp Coach, Interim Recreation Program Coordinator, and most recently as Full-time Recreation Program Coordinator. Because of Tony's years of service with the City, along with his year of service as the Interim Recreation Program, I am recommending that Tony's introductory period be shortened from six months to four months.

An "End of Introductory Period Employee Progress Review" was completed by Parks and Recreation Director Dale Anderson on April 16, 2012. It has been determined that Tony has either met or exceeded the requirements in all areas evaluated. According to Dale Anderson, "Tony has been a great addition to our staff. He is organized, understands the nature of the work, and has outstanding customer service skills."

Staff Recommendation:

It is the recommendation of Dale Anderson, Parks and Recreation Director and Lynn DeGrio, Human Resources Director, that Tony be given permanent status in light of his performance during the past fifteen months.

Requested City Council Action

Consider granting permanent status to Recreation Program Coordinator Anthony (Tony) Clifton effective May 1, 2012.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0250 **Version:** 1 **Name:** Solid Waste RFP
Type: Agenda Item **Status:** Passed
File created: 4/18/2012 **In control:** City Council Work Session
On agenda: 4/23/2012 **Final action:** 4/23/2012
Title: Review Request for Proposals for Solid Waste Service.

Sponsors:

Indexes:

Code sections:

Attachments: [Solid Waste RFP](#)

Date	Ver.	Action By	Action	Result
4/23/2012	1	City Council	Approved	Pass

Review Request for Proposals for Solid Waste Service.

**CITY OF GRAND RAPIDS, MINNESOTA
REQUEST FOR PROPOSAL
REFUSE AND RECYCLING COLLECTION SERVICES**

The City of Grand Rapids, MN is requesting proposals for the City's refuse and recyclable materials collection services. Any questions regarding the proposal should be directed to Jeff Davies, Public Works Director, at (218) 326-7480.

Request for Proposals shall be clearly marked Request for Proposal, Refuse and Recycling Collection Services, 1:00 PM, May 23rd 2012, City of Grand Rapids. The proposal must be submitted no later than 1:00 PM, May 23rd 2012 to:

City of Grand Rapids
Administration Office
420 Pokegama Ave N
Grand Rapids, MN 55744

A. General Description of Service

1. The Contractor will supply all equipment, labor, containers, and materials necessary to complete collection, hauling, and disposal of all refuse/garbage/rubbish and recyclable materials from all 1 to 3 family residential dwelling units within the territorial limits of the City of Grand Rapids, Minnesota.
2. Recyclable Materials: Separate collection of all recyclable materials is mandatory. The Contractor must submit a proposal as to the frequency and manner of how this collection will be accomplished. The City requires that the Contractor provide the containers for the collection of recycled materials to the customers. All submitted proposals will be reviewed on the strength of extent to which their recycling proposal: (1) generates local employment; (2) reduces the volume of material discarded at the Itasca County landfill; (3) provides convenience for City residents; and (4) demonstrates collaboration with local businesses or organizations.

B. Term of Contract

1. The City is seeking a proposal for contract that is five (5) years in duration, commencing August 1, 2012, unless modified by mutual written consent of both the Contractor and the City of Grand Rapids.
2. The City and Contractor can agree to extend the term of Contract for an additional term beyond the original termination date of up to five years, upon such terms and conditions as the parties will mutually agree.

3. The City and the Contractor can agree to allow adjacent local government jurisdictions to participate in this agreement.

C. Definition of Terms

1. "Garbage" means that waste material, animal or vegetable, resulting from the handling, preparation, cooking and/or consumption of edible foodstuffs.
2. "Rubbish" means that waste material, other than body waste, normally resulting from the operation and maintenance of a household. In general, the kind of material classified as rubbish will include ashes, paper, cardboard, tin cans, glass jars and bottles, non-artificial Christmas trees, wearing apparel, wood, metal, and other like materials
3. "Refuse" means mixtures, in any proportion, of garbage and rubbish, and when not inconsistent with context will include garbage and rubbish. "Refuse" will be generic when used to refer to community wastes.
4. "Garbage and refuse collection" or "collection" means the taking up and collecting of all garbage and refuse accumulated in containers at residential dwelling units and City-owned sites within the corporate limits of the City and the transportation to Itasca County Transfer Station.
5. "Dwelling unit" means a detached dwelling designed as a single housekeeping unit and intended for occupancy by one family. For the purposes of any Contract, duplexes, triplexes, and townhouses will be included as dwelling units. Dwelling units in a manufactured housing community shall not be considered as covered by this Agreement so long as the owner of the manufactured home community provides collection for all residential units within the community via a single commercial collection contract. If the dwelling units within the manufactured home community individually contract for service, then they shall be considered residential dwelling units subject to the provisions of this license agreement.
6. "Refuse container" means a receptacle used to contain residential refuse, supplied by the Contractor.
7. "Waste to Itasca County Transfer Station" means the total volume of refuse and garbage delivered to Itasca County Transfer Station for disposal.
8. "Disposal charge" means the dollar amount assessed by Itasca County for disposing of refuse and garbage. The disposal charge is determined by multiplying the "disposal tipping fee" by the tonnage of refuse and garbage going to the Itasca County Transfer Station.

9. "Hauling rate" means the monthly per home charge by the Contractor for costs attributable to transporting garbage and refuse to Itasca County Transfer Station.
10. "Recyclable materials" means newsprint; glass food and beverage containers; aluminum, tin, steel and bi-metal beverage containers; plastic bottles with necks; magazines and catalogs; corrugated cardboard; phone books; and mixed mail.
11. "Unacceptable recyclable materials" means materials not properly prepared, separated, and/or located in accordance with generally accepted recycling practices established by the Contractor.
12. "Recycling containers" means one-unit, colored, plastic polyethylene receptacles in which recyclable materials can be stored and later placed at curbside for collection as approved by the City.
13. "Recycling collection" means the collection of all recyclable materials accumulated in containers at residential dwelling units and City-owned sites receiving refuse and garbage collection. Collection will also include transporting the recyclable materials.
14. "Toxic and hazardous wastes" are waste materials including but not limited to poisons, radioactive materials, flammable or explosive materials, and similar harmful chemicals which require special handling and must be disposed of in a manner to conserve the environment and protect the public health and safety.
15. "White goods" are large household appliances and furniture, including stoves, refrigerators, water heaters, washers, dryers, beds, sofas, chairs, etc. which are too large for one person to pick up.
16. "Additional collection service" will include all items that are collected in excess of the maximum volume allowed for a residential dwelling unit.
17. "Community wastes" will mean the refuse and rubbish of the City of Grand Rapids.
18. "City" will mean the City of Grand Rapids, Minnesota.
19. "Contractor" will mean the party or parties contracting to perform the work to be done under these specifications or to the legal representative of such party or parties.
20. "Contract" will mean the contract to collect, haul, and dispose of refuse and recyclable materials for the City based upon these specifications.

21. "Special items" means all items as stated or set forth in Attachment A.

D. Refuse Services to be Performed

1. The Contractor will collect all refuse for collection within the territorial limits of the City at least once a week during the term of any contract. The collection day is Tuesday and Thursday. Daily service hours will not begin prior to 7:00 a.m. Such collection will include collection from all residential dwelling units. Refuse collection will occur on the same day of the week throughout the term of the contract.
2. All refuse must be removed in such a manner that none of said refuse is spilled, dropped, strewn, or allowed to remain on, about, or around the premises from which it is collected. No refuse from containers, trucks, or equipment will be dropped, strewn, thrown, or in any manner deposited upon any of the streets or sidewalks within the City. Care will be taken not to damage refuse containers.
3. All refuse collection as herein provided will be hauled, transported, weighed-in, and disposed at Itasca County Transfer Station, and the disposition of such materials will be so conducted and handled as to at no time create a nuisance or become injurious to the public health of persons living either within or outside the corporate limits of the City. If Itasca County changes its tipping fee the hauler may request an increase from the City proportionate to the change in the tipping fee subject to City Council approval. The City Council shall give good faith consideration to the rate increase request but shall have exclusive discretion to grant or deny the rate increase request.

In the event the Contractor and City Council cannot reach agreement within ninety (90) days from the date of a requested increase in the monthly base service fee, than Contractor shall be entitled to terminate the agreement upon one hundred eighty (180) days written notice. Pending the determination of a request for rate change, the rates in effect at the time of the request shall continue.

4. Refuse containers are to be supplied and maintained by the Contractor for use by the residents of the City. The Contractor will be required to make available containers in three sizes:
 - a. Small size 30-35 gallons
 - b. Medium size 60-65 gallons
 - c. Large size 90-96 gallons

Refuse that does not fit in a disposal cart will require an extra disposal "Tag". The Contractor shall arrange for tags to be made available for purchase at, at least four conveniently located retail outlets within the City of Grand Rapids. Tags shall be sold in prepackaged, convenient and cost efficient quantities (e.g. 10 to 15 tags or similar quantities).

5. In addition to the volume based rate structure set forth, Licensee shall make available an alternative fee system for qualified senior citizens and disabled customers utilizing special prepaid bags. The alternative system is described as follows:
 - a. The owner or occupant of a qualified residential dwelling may purchase special bags, or alternatively tags which may be attached to bags, from the Licensee, in lieu of paying the monthly service fee and volume fee described above. The households that opt for the alternative system shall be entitled to all of the services such as recycling and yardwaste service.
 - b. The price of the prepaid bag shall be quoted on the price worksheet. Changes in the price of the pre-paid bags shall be as established in Section D. Part 3.
6. If a Contractor is awarded an exclusive contract, it will be mandatory that the Contractor collect and dispose of solid waste once a week from all City owned roadside garbage containers in the City's Central Business District. Currently there are approximately fifty such City owned containers in the district. The charge may not exceed \$140.00 (tax included) a month for all containers in this district.

E. Recycling Services to be Performed

1. The Contractor will collect all recyclable materials on a bi-weekly basis. Collection will occur on the same day as refuse collection. The collection of recyclable materials will occur at all residential dwelling units. A dwelling unit must subscribe to refuse service in order to receive recycling service.
2. The Contractor will be responsible for the marketing of all recyclable materials collected. In the event of a substantial market change in any one recyclable commodity, the Contractor may, at its option and upon written notice to the City, request to reopen negotiations for the price per month for recycling collection services.
3. Recyclable materials will be placed in the containers provided and the resident will prepare the materials according to the Contractor. Recycling containers must be available for purchase to the residents.

4. The Contractor will provide the City with brochures which explain the City's recycling program, including but not limited to, recyclable materials collected, preparation of those materials, and a local telephone number residents can call with questions. A website of city-specific information needs to be provided.
5. Containers in which recyclable materials have been stored will be placed adjacent to the abutting boulevard or street for collection. Containers will be placed for collection by 7:00 a.m. on the scheduled day of collection.
6. All recyclable materials placed for collection remain the responsibility and ownership of the City until handled by the Contractor upon Contractor's lifting the recycling container and its contents and placing the contents in the vehicle.
7. Recyclable materials may be deemed by the Contractor to be unacceptable for collection. However, the Contractor is required to give written notice on forms provided by the Contractor, informing the dwelling unit that recyclable materials are in an unacceptable condition for collection. The notice will also give instructions for the proper preparation of recyclable materials and the phone number of the Contractor. The recyclable materials deemed unacceptable by the Contractor and the City will be collected on the first occurrence by the Contractor. Subsequent instances of unacceptable recyclable material may be rejected.
8. The Contractor will provide to the City scale receipts for the total weight of recyclable material collected. The Contractor will also provide the City a monthly compilation of the number of daily collections of recyclable materials made in the City.
9. If the Contractor rejects any non-recyclable or improperly sorted materials placed in a resident's recycling bins, the Contractor shall leave said item(s) in the bin and deposit a leaflet indicating why the material was left behind.

F. Unacceptable Garbage:

1. Hazardous Waste/Toxic Substances: as defined by federal or state law;
2. Tires; or any other waste requiring a special permit or license from any other governmental agency for handling, storing, or hauling.
3. Yard Waste: includes grass clipping and leaves. These items will be collected as part of the Spring and Fall clean up. The City and Itasca County have developed a yard waste composting facility in the Southeast part of Grand Rapids to accommodate these materials.

4. Brush, branches, logs, etc. These items may be collected for a special fee. They must be disposed of as demolition material in a County designated facility.

G. Additional Collection or Extra Service for a Special Fee.

1. Large household appliances and furniture, including stoves, refrigerators, water heaters, washers, dryers, beds, sofas, chairs, etc.
2. Contractor must provide a tag system for any bag that does not fit into the resident's refuse cart. c. The Contractor shall arrange for tags to be made available for purchase at, at least four conveniently located retail outlets within the City of Grand Rapids. Tags shall be sold in prepackaged, convenient and cost efficient quantities (e.g. 10 to 15 tags or similar quantities).

H. Clean-up Days

1. Contractor shall provide at no additional cost a scheduled Spring and Fall cleanup for the collection of residential yard wastes. Licensee shall notify the city and all of its customers via notification in the official city newspaper at least thirty (30) days prior to the scheduled collection days for Spring and Fall yard waste.

I. Preparation for Refuse Collection

1. Contractor shall collect the garbage and recyclables from the same side of the street or alley where the dwelling unit is located. Where alleys are present, collection shall be from the alley. Where there are no alleys, collection shall be from the curb. Doorstep service may be provided for qualified senior citizens or disabled customers if deemed necessary by the City and Contractor. In some instances an additional fee may be applied for this service with the permission of the City.

J. Contractor's Equipment

1. The Contractor's name or firm name, together with phone number, will be printed or painted in legible letters, not less than five (5) inches in height, on both sides and rear of all trucks and conveyances used in the City in performance of the contract. Broom and shovel in good usable condition will be placed and maintained on each truck.
2. The Contractor will make all collections of refuse, recyclable materials, and yard waste in water-tight metal receptacles or vehicles with closed tops so constructed that their contents will not leak or spill there from. Such receptacles and vehicles will be kept clean and as free from all offensive odors

as possible and will not be allowed to stand in any street, alley, or other place longer than is reasonably necessary to collect refuse, recycling, and yard waste.

3. The location of all vehicles used by the Contractor in the performance of any contract that are kept within the confines of the City overnight must be approved in advance by the City.

K. Contractor's Operations

1. The Contractor shall establish and maintain an office with a telephone to which residents can call at no charge, shall provide the telephone number to each dwelling unit and shall receive calls during not less than four hours per day Monday through Friday and shall log all complaints about the collection of garbage and recyclables, and the Contractor's response to such complaint. The Contractor shall also have a local representative.
2. The City may appoint inspectors who may have access to inspect the Contractor's equipment at reasonable times.
3. A record of all complaints and action taken thereon will be kept by the Contractor and provide upon request to the City. The Contractor will answer all complaints courteously and promptly.
4. Whenever the City or a resident notifies the Contractor of locations which have not received scheduled service, the Contractor is required to service such locations before 5:00 p.m. of the same day when notified prior to noon. When notified after noon, the Contractor will service such locations not later than 5:00 p.m. of the following day, excluding Saturdays and Sundays.
5. The Contractor will report all violations of ordinances pertaining to refuse collection and disposal and recyclable material collection to the City.
6. The Contractor will comply with ordinances of the City, County, and laws or regulations of the State of Minnesota and its agencies related to sanitation and collection of refuse in effect during the term of any Contract. The Contractor will keep equipment used in the performance of the work in good operating condition and in a clean, sanitary condition and will thoroughly disinfect each vehicle at least once a week unless the same has not been used since the last disinfection thereof. Equipment is subject to periodic inspection by the City.
7. The Contractor will not be required to make regular collections of refuse, recyclable materials, and yard waste on New Year's Day, Memorial Day, Independence Day (Fourth of July), Labor Day, Thanksgiving Day, or Christmas Day, provided that the routes are collected reasonably soon thereafter in the opinion of the City and the week's schedule will be completed

regardless of the holiday. It will be the Contractor's responsibility to notify residents of any changes in the collection schedule because of said holidays.

8. The Contractor's employees will replace lids securely, handle all cans and containers with reasonable care to avoid damage, will replace all cans in an upright position, and will immediately clean up and dispose of any contents thereof, which may be spilled. All refuse and recycling containers will be replaced where found. Containers will not be placed or thrown on the streets, highways, or on adjoining property. The Contractor, its agents, or employees will not throw containers from the truck to the pavement or in any other way break or damage or roughly handle the same.
9. The Contractor will provide access to the City, County or any of the duly authorized representatives to review any books, documents, papers, and records of the Contractor which are directly pertinent to any contract for the purpose of making an audit, other examination, and preparing excerpts and transcriptions.
10. The Contractor will indemnify and hold harmless the City and its officers, agents, and employees from and against all claims, damages, losses, or expenses, including attorneys fees, for which it may be held liable, arising out of or resulting from the assertion against them of any claims, debts, or obligations in consequence of the performance of any contract by the Contractor, its employees, agents, or subcontractors.
11. The work will be done with forces which are adequate to insure the satisfactory collection and disposal of said materials at all times and failure to perform will not be excused by adverse weather, breakdown, or similar hindrances which on other work might be regarded as "acts of providence".
12. Contractor shall collect and dispose of major appliances as a special service at a reasonable fee as set by Contractor. Contractor shall remove said requested items within five (5) working days of receipt of the request from the resident.
13. Upon failure of the Contractor to fulfill any of the provisions of the contract, the City may be authorized to hire such persons, or assign City employees and equipment, as may be necessary, to do such work and the cost and expense thereof may be charged and deducted from monies due the Contractor, collected from the Contractor, or collection by recourse from the Contractor's bond.
14. The contract may be terminated by the City for Contractor's failure to complete its obligations as hereinbefore set forth in a workmanlike manner or in accordance with established practices and standards as recognized for similar types of work. If Contractor receives written notice of non-compliance, Contractor reserves the right to remedy the issues within 30 days

from its receipt. If the problems are not resolved and Contractor is deemed non-compliant after this period, the City may choose to terminate the services of Contractor following a 30-day notice period.

15. In the event of such failure, the Contractor agrees to pay, in addition to the actual damages sustained by the City as a result thereof, the reasonable attorneys fees incurred by the City in pursuing any of its rights under the contract.
16. The Contractor binds itself jointly and severally, its successors, executors, administrators, and assigns to the City in respect to all covenants of any contract, except that the Contractor will not assign or transfer any part of its interest in any contract or sublet as a whole nor will the Contractor assign any monies due, or to become due, without the City's written consent.
17. All employees of the Contractor will be dressed in clean uniforms that are provided with suitable identification.
18. The City will be notified in writing of any route changes prior to the occurrence of said changes. The Contractor is responsible to notify residents of any day changes to service.

L. Payment

1. During the period of any contract, the Contractor will bill directly to customers for refuse and recyclable materials collection performed by the Contractor during an agreed upon specified amount of time, at agreed upon rates.

The Contractor is responsible for responding to all billing and service related questions and concerns and is solely responsible for collection of customer accounts.

The Contractor is responsible for collecting and remitting all state and county taxes.

2. "Refuse collection hauling rate" will mean the monthly per home rate charged by the Contractor for costs attributable to transporting refuse to a landfill and/or incinerator and disposal.
3. "Recyclable collection rate" will mean the monthly per home rate charged by the Contractor for removal of recycling materials and transporting to a processor.

4. The total number of residential dwelling units as of January 1, 2012, is 5,388, according to the latest U.S. Census Bureau report. Service is not mandatory. Currently 2,080 homes subscribe to service.
5. The monthly collection rate for refuse and recycling shall not be increased without approval of the Grand Rapids City Council. Contractor may request an increase in May to be effective not sooner than August 1 of the respective year. The requested increase shall not be greater than the change in the Consumer Price Index, North Central Region, for all items, for the period since the last monthly service rate setting. The City council shall give good faith consideration to the rate increase request but shall have the exclusive discretion to grant or deny the rate increase request or any portion thereof. Contractor may request to decrease the monthly collection rate at any time. In the event the Contractor and City Council cannot reach agreement within ninety (90) days from the date of a requested increase in the monthly base service fee, than Contractor shall be entitled to terminate the agreement upon one hundred eighty (180) days written notice. Pending the determination of a request for rate change, the rates in effect at the time of the request shall continue.

M. Insurance

1. The Licensee shall provide the following insurances in the amounts not less than that established by Minnesota State Statue Section 466.04 . Insurance certificates evidencing that the insurance below is in force shall be submitted for examination and approval prior to the execution of the Contract, after which shall be filed with the City. The insurance certificates shall specifically provide that City is a named additional insured (but only as to covered acts or omissions of Contractor), and that a certificate shall not be modified, canceled, or non-renewed except upon thirty (30) days prior written notice. Neither the City's failure to require or insist upon certificates or other evidence of insurance showing a variance from the specified coverage changes the Contractor's responsibility to comply with the insurance specification.
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability: In accordance with MN Stat. Sec. 466.04, as may be modified from time to time.
 - c. Comprehensive General Liability including contractual:
 - a. Bodily Injury: In accordance with MN Stat. Sec. 466.04, as may be modified from time to time.
 - d. Broad Form Property Damage: In accordance with MN Stat. Sec. 466.04, as may be modified from time to time.
 - e. Personal Injury: In accordance with MN Stat. Sec. 466.04, as may be modified from time to time.
 - f. Automobile (including owned, non-owned and hired vehicles):

- a. Bodily Injury: In accordance with MN Stat. Sec. 466.04, as may be modified from time to time.
- b. Property Damage: In accordance with MN Stat. Sec. 466.04, as may be modified from time to time.

N. Indemnification

1. The Contractor will indemnify and hold harmless the City, its officers, agents, representatives and/or employees from and against all claims, damages, losses, costs or expenses, including reasonable attorney fees, which may be asserted against the City or for which it may be held liable, to the extent resulting from the negligence or willful misconduct of the Contractor, its employees, agents, representatives, or subcontractors, in the performance of the contract.

O. Termination

1. The City will have the right to terminate any contract in the event of breach thereof by the Contractor, and continuing breach will not be deemed to be waived because it was not followed by prompt termination.

P. Financial Guarantee

1. Any Contract will not be in effect until the Contractor has provided a cashier's check, certified check, performance bond, or other financial guarantee acceptable to the City Attorney in an amount equal to \$50,000. Said financial guarantee will secure the faithful performance of any Contract by said Contractor. The Contract is subject to termination by the City at any time said financial guarantee does not remain in full force.

Q. Non-discriminatory Practices

1. Minnesota Statutes, Section 181.59, which prohibits discrimination on account of race, creed, or color in the performance of public contracts, is made part of any Contract with the same force and effect as if set out herein verbatim.

R. Successors and Assigns

1. The Contractor binds itself jointly and severally, his successors, executors, administrators, and assigns to the City in respect to all covenants of a Contract, except that the Contractor shall not assign or transfer any part of its interest in a Contract, or sublet as a whole, nor shall the Contractor assign any monies due, or to become due, without the City's written consent.

S. Whole Contract

1. Any Contract embodies the entire Contract between the parties including all prior understandings and Contracts and may not be modified except in writing signed by all parties.

ATTACHMENT A
Additional Items — Provide Prices

Items:

Appliances (washers, dryers, stoves,
dishwashers, hot water heaters)

Air conditioners Mattress

Sofa

Chair

Extra Tag (List Price Per Tag.) Contractor must also provide a list stores Tag will be available at and quantity that can be purchased.

ATTACHMENT B
STATEMENT OF CONTRACTOR QUALIFICATIONS
Refuse, Recycling and Yard Waste Collection Services Contractor

All questions must be answered as required, dates must be given, and all answers must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate sheets. The Contractor may submit any additional information it desires.

1. Name of Contractor.
2. Permanent main office address, including City, State, and Zip Code.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in refuse, recycling, and yard waste collection services under your present firm or trade name?
6. Municipal Contracts Reference List
7. Have you ever failed to complete any work awarded to you? If so, when, where, and why?
8. Have you ever defaulted on a contract? If so, when, where, and why?
9. List your major equipment available for this contract and whether owned or leased.
10. Experience in work similar in scope to this contract.
11. Background and experience of the principal members of your organization including the officers.
12. Credit available: \$
13. Provide bank reference: list bank name, address, person to be contacted, and phone number.
14. Provide references from services of similar size in Northern Minnesota for which you have performed contracted work.
15. Provide bank reference: list bank name, address, person to be contacted, and phone number.

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Grand Rapids?
17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Grand Rapids in verification of the recitals comprising this Statement of Contractor's Qualifications.
18. Bid Information: Please submit monthly combined refuse/recycling below and indicate the monthly rates for the 30-35 gallon container, 60-65 gallon container, and the 90-96 gallon container. This rate also includes the cost of maintaining resident containers for all refuse purposes and delivery of such to residents.

ATTACHMENT C PROPOSAL FORM

Five (5) Year Contract Proposal

Please submit monthly combined refuse/recycling/yard waste rates below and indicate the monthly rates for the 30-35 gallon container, 60-65 gallon container, and the 90-96 gallon container.

Monthly Refuse Rates Per Subscribed Household

30-35 gallon _____per month

60-65 gallon _____per month

90-96 gallon _____per month

Senior Per Bag Rate _____per bag

Monthly Recycle Rate Per Subscribed Household _____per month (Resident must subscribe to refuse in order to receive recycle service)

Cost for Recycle Bin Purchase from Contractor _____per bin

List location of Saturday Drop Off Facility

Submit Attachment A Special Collection Charges.

Submit Attachment B Statement of Contractor Qualifications.

Submit Attachment C Proposal Form.

Submit Signature Page.

SIGNATURE PAGE

Dated _____, 2012.

Signature

By _____

Title _____

State of _____)
)SS
County of _____)

_____ (Name) being duly sworn, deposes and says that he/she is the
_____ (Title) of _____ (Name
of Company) and that the answers to the foregoing questions and all statements therein
contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2012

_____ My Commission expires (notary stamp):

Notary Public



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0204 **Version:** 1 **Name:** Board & Commission minutes
Type: Minutes **Status:** Passed
File created: 3/27/2012 **In control:** Administration
On agenda: 4/23/2012 **Final action:** 4/23/2012
Title: Acknowledge minutes for Boards & Commissions.

Sponsors:

Indexes:

Code sections:

Attachments: [January 18, 2012 HRA Organization Meeting](#)
[February 15, 2012 HRA](#)
[January 11, 2012 PUC Regular Meeting](#)
[January 18, 2012 PUC Special Meeting](#)
[February 15, 2012 PUC Regular Meeting](#)
[March 12, 14 and 30, 2012 PUC Special & Regular meetings](#)
[February 8, 2012 Civic Center, Park & Rec Board](#)
[March 13, 2012 Civil Service Commission](#)
[April 10, 2012 Police Civil Service Commission](#)
[March 14, 2012 Library Board](#)
[March 20, 2012 Golf Board Minutes](#)

Date	Ver.	Action By	Action	Result
4/23/2012	1	City Council	Acknowledge Boards and Commissions	

Acknowledge minutes for Boards & Commissions.

**THE HOUSING AND REDEVELOPMENT AUTHORITY
OF GRAND RAPIDS, MN
RE-ORGANIZATIONAL MEETING, JANUARY 18, 2012**

CALL TO ORDER

Pursuant to due notice and call thereof, a Re-Organizational Meeting of the Housing and Redevelopment Authority of Grand Rapids was called to order by Chairperson Barb Sanderson at 4:05 p.m., January 18, 2012 in the Community Room located at 411 NW 7th Street, Grand Rapids, MN.

CALL OF ROLL

On a Call of Roll the following Grand Rapids HRA Commissioners were present: Chairperson Barb Sanderson, Commissioner Marilyn Rossman, Commissioner Pam Omersa, Commissioner Justin Eichorn, Commissioner Chris Henrichsen, Commissioner Len Salmela, and Commissioner Joe Chandler.

HRA: Director Jerry Culliton

Elect Chairperson

Commissioner Salmela made a motion to elect Commissioner Barb Sanderson as the Chairperson. Seconded by Commissioner Rossman. Voting Aye, all. Motion carried.

Elect Vice-Chairperson

Commissioner Salmela made a motion to elect Commissioner Pam Omersa as the Vice Chairperson . Seconded by Commissioner Rossman. Voting Aye, all. Motion carried.

Elect Treasurer/Secretary

Commissioner Salmela made a motion to elect Commissioner Joe Chandler to be the Treasurer/Secretary. Seconded by Commissioner Rossman. Voting Aye, all. Motion carried.

Schedule Meeting – date and time

Commissioner Eichorn made a motion to maintain the third Wednesday of every month at 4:00 p.m. as the regular meeting schedule date and time for the Grand Rapids HRA meetings, and conducted under newly revised Roberts Rules of Order.. Seconded by Commissioner Omersa. Voting Aye, all. Motion carried.

Appoint HRA Attorney

Commissioner Salmela made a motion to appoint the Sterle law firm (Chad Sterle) as the HRA Attorney for calendar year 2012. Seconded by Commissioner Rossman. Voting Aye, all. Motion carried.

APPROVED

**HRA Grand Rapids
Meeting Minutes 1/18/2012
Page 2**

Designate signatory

Commissioner Omersa made a motion to maintain the Chairperson, Secretary/Treasurer and Executive Director as the signatories for the Grand Rapids HRA for the year 2012. Seconded by Commissioner Eichorn. Voting Aye, all. Motion carried.

Elect designated depositories

Commissioner Salmela made a motion to maintain Wells Fargo as the public housing and Crystal Lake Townhomes depository for calendar 2012. Seconded by Commissioner Rossman. Voting Aye, all. Motion carried. Commissioner Salmela made a motion to approve US Bank for Forest Park West and Lake Shore Place for calendar year 2012. Seconded by Commissioner Rossman. Voting Aye, all. Motion carried.

Designate official newspaper

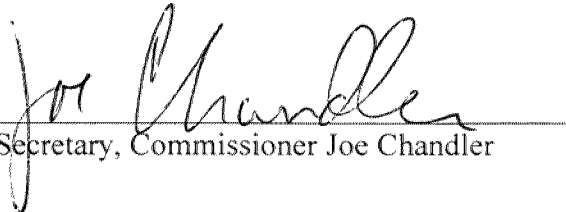
Commissioner Henrichsen made a motion to appoint the Grand Rapids Herald Review as the official newspaper for the Grand Rapids HRA for calendar year 2012. Seconded by Commissioner Chandler. Voting Aye, all. Motion carried.

Review current (changes) by-laws of HRA

After reviewing the by-law changes and discussion among the Board members, Commissioners Omersa made a motion to approve the HRA by-laws and be given to the City of Grand Rapids for the City Council's formal approval. Seconded by Commissioner Eichorn. Voting Aye, all. Motion carried.

There being no further information of the HRA of Grand Rapids for January 18, 2012, Commissioner Rossman made a motion to adjourn the meeting at 4:20 p.m. Seconded by Commissioner Eichorn. Voting Aye, all. Motion carried

Signed


Secretary, Commissioner Joe Chandler

APPROVED

**THE HOUSING AND REDEVELOPMENT AUTHORITY
OF GRAND RAPIDS, MN
REGULAR MEETING January 18, 2012**

CALL TO ORDER

Pursuant to due notice and call thereof, a Regular Meeting of the Housing and Redevelopment Authority of Grand Rapids was called to order by Chairperson Sanderson, at 4:20 p.m. in the Community Room, located at the Community Room, 411 NW 7th Street, Grand Rapids, MN.

CALL OF ROLL

On a Call of Roll the following Grand Rapids HRA Commissioners were present:
Commissioner Barb Sanderson - Commissioner Joe Chandler - Commissioner Chris Henrichsen – Commissioner Justin Eichorn – Commissioner Pam Omersa - Commissioner Len Salmela - Commissioner Marilyn Rossman

HRA: Executive Director Jerry Culliton

PUBLIC FORUM

None

APPROVAL OF MINUTES

Commissioner Omersa made a motion to approve the Regular meeting minutes of December 21, 2011 as presented. Seconded by Commissioner Henrichsen. Voting Aye, all. Motion carried.

FINANCIAL REPORTS

Discussion was held among the Board members on the preliminary financial reports for December, 2011 for the General Fund, Public Housing Fund, Crystal Lake Townhomes Fund, Pooled Housing Fund. Commissioner Eichorn made a motion to approve all financial reports as presented. Seconded by Commissioner Salmela. Voting Aye, all. Motion carried.

APPROVAL OF VERIFIED CLAIMS

Commissioner Chandler made a motion to approve the Public Housing verified claims in the amount of \$17,853.91 along with a Minnesota Housing invoice in the amount of \$3,357.58, and an invoice for V.L. Jacobson in the amount of \$1,766.80. Seconded by Commissioner Henrichsen. Voting Aye, all. Motion carried. Commissioner Chandler made a motion to approve the Crystal Lake Townhomes verified claims in the

APPROVED

HRA of Grand Rapids
Meeting Minutes 01/18/2012
Page 2

amount of \$116,544.41. Seconded by Commissioner Henrichsen. Voting Aye, all. Motion carried. Commissioner Chandler made a motion to approve the Pooled Housing verified claims in the amount of \$29,692.56. Seconded by Commissioner Henrichsen. Voting Aye, all. Motion carried.

PUBLIC HOUSING REPORT

Director Culliton stated we are 100 % occupied with waiting lists, 401 River Road cabinet project was preceding; otherwise operations are normal and routine at both buildings.

CONSIDER RESOLUTION TO PAY CERTAIN CLAIMS

Commissioner Chandler made a motion to approve Resolution 2012-02 as presented. Seconded by Commissioner Rossman. Voting Aye, all. Motion carried.

CONSIDER EVALUATION OF EXECUTIVE DIRECTOR AND 2012 CONTRACT

It will be placed on the February regular meeting agenda.

CRYSTAL LAKE HOUSING REPORT

Director Culliton gave a report we are in the process of apartment rentals for new tenants at the facility, otherwise operations were normal and routine

Rob Mattei was unable to attend the January 18th regular meeting but he will be at the February 15th regular meeting to speak on the garage ordinance at Crystal Lake.

POOLED HOUSING REPORT

Caretakers Jeff and Terri as well as Director Culliton gave a report stating we are 100% occupied with waiting lists; otherwise operations are normal and routine at both buildings.

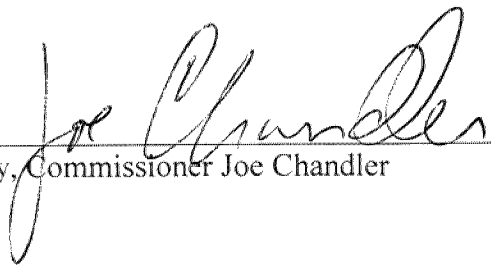
OTHER MATTERS

Commissioner Omersa brought to the Board information from a Housing Issues Advisory Committee that she had been given feedback and distributed the information to interested Grand Rapids HRA Board commissioners to see if they may be interested in joining the Housing Issues Advisory Committee. Commissioner Salmela stated that he had been invited and attended a meeting on inspection and issues by the City of Grand Rapids.

APPROVED

**HRA of Grand Rapids
Meeting Minutes 01/18/2012
Page 3**

There being no further information of the HRA of Grand Rapids for January 18, 2012, Commissioner Chandler made a motion to adjourn the meeting at 5:05 p.m. Seconded by Commissioner Eichorn. Voting Aye, all. Motion carried.

Signed 
Secretary, Commissioner Joe Chandler

APPROVED

**A RESOLUTION DELEGATING AUTHORITY
FOR PAYING CERTAIN CLAIMS OF THE HOUSING AND
REDEVELOPMENT AUTHORITY OF GRAND RAPIDS, MINNESOTA
RESOLUTION NO. 2012-02**

WHEREAS, in order to improve the efficiency of the disbursement process, the Housing and Redevelopment Authority of Grand Rapids, MN, has reviewed the MN SS 412.271 and it has been recommended to delegate its authority to pay certain claims made against the Housing and Redevelopment Authority, providing the HRA maintains strong internal control policies and procedures,

NOW THEREFORE BE IT RESOLVED that the Housing and Redevelopment Authority of Grand Rapids, Minnesota according to MN SS 412.271, subdivision 8 delegate its authority to pay certain claims made against the Housing and Redevelopment Authority to the Executive Director. The following is a list of the specified claims to be paid prior to the HRA's audit claim process.

1. Salaries fixed by law or by the authority and related deductions
2. Judgments against the authority
3. Principal and interest payments on obligations of the authority
4. Rent and other fixed charges, the exact amount of which previously has been fixed by contract
5. Claims for un-liquidated damages based on some alleged wrongful act or neglect for which the authority is responsible
6. Claims arising from failure of the authority to perform a statutory duty
7. Health and life insurance payment
8. Utility bills including Crystal Lake tenant utility allowance payments
9. Telephone bills
10. Investments
11. U.S. Postmaster
12. Employee mileage reimbursements - IRS allowable
13. Petty cash reimbursement
14. Security deposit refunds, as governed by State law
15. Conference and Employee training

Commissioners:

Voting Aye: Commissioners: Sanderson, Omersa, Eichorn, Salmela, Henrichsen, Rossman,
and Chandler

Voting Nay: None

Absent: None

The Chairperson declared the Resolution passed.


We do hereby certify that the foregoing resolution was duly presented and enacted upon by a vote of 7 for, 0 against, 0 abstaining, at a regular meeting of the Housing and Redevelopment Authority of Grand Rapids, Minnesota, a quorum being present, held on January 18, 2012.



Chairperson Barb Sanderson

1-18-2012

Date



Attested: Executive Director Jerome Culliton
1/18/2012

Date

**THE HOUSING AND REDEVELOPMENT AUTHORITY
OF GRAND RAPIDS, MN
REGULAR MEETING February 15, 2012**

CALL TO ORDER

Pursuant to due notice and call thereof, a Regular Meeting of the Housing and Redevelopment Authority of Grand Rapids was called to order by Chairperson Sanderson, at 4:00 p.m. in the Community Room, located at the Community Room, 411 NW 7th Street, Grand Rapids, MN.

CALL OF ROLL

On a Call of Roll the following Grand Rapids HRA Commissioners were present:
Commissioner Barb Sanderson - Commissioner Joe Chandler - Commissioner Chris Henrichsen – Commissioner Pam Omersa - Commissioner Len Salmela - Commissioner Marilyn Rossman

Absent: Commissioner Justin Eichorn

HRA: Executive Director Jerry Culliton

PUBLIC FORUM

None

APPROVAL OF MINUTES

Commissioner Chandler made a motion to approve the Re-organizational meeting minutes of January 18, 2012 as presented. Seconded by Commissioner Salmela. Voting Aye, all. Motion carried. Commissioner Chandler made a motion to approve the January 18, 2012 Regular meeting minutes with the correction that under Other Matters it say Housing Issues Advisory Committee in place of Housing Advisory Council also strike attended and put been given feedback. Seconded by Commissioner Salmela. Voting Aye, all. Motion carried.

FINANCIAL REPORTS

Discussion was held among the Board members on the preliminary financial reports for January, 2012 for the General Fund, Public Housing Fund, Crystal Lake Townhomes Fund, Pooled Housing Fund. Commissioner Salmela made a motion to approve all financial reports as presented. Seconded by Commissioner Henrichsen. Voting Aye, all. Motion carried.

APPROVAL OF VERIFIED CLAIMS

Commissioner Chandler made a motion to approve the Public Housing verified claims in the amount of \$34,054.35 along with an invoice to Burggraf's Hardware in the amount of \$692.04. Seconded by Commissioner Omersa. Voting Aye, all. Motion carried.

HRA of Grand Rapids
Meeting Minutes 02/15/2012
Page 2

Commissioner Chandler made a motion to approve the Crystal Lake Townhomes verified claims in the amount of \$41,043.56 along with an invoice to Minnesota Housing for principal and interest payment in the amount of \$3,812.62. Seconded by Commissioner Omersa. Voting Aye, all. Motion carried. Commissioner Chandler made a motion to approve the Pooled Housing verified claims in the amount of \$35,635.03. Seconded by Commissioner Omersa. Voting Aye, all. Motion carried.

PUBLIC HOUSING REPORT

Director Culliton stated we are 100 % occupied with waiting lists, the remodel project for 401 River Road was preceding, the operating subsidy for 2012 that the Grand rapids HRA normally receives would not be given for this fiscal year, we are going to be doing our audits for all of our properties, and the auditor will be up February 28th to start that process; otherwise operations are normal and routine at both buildings.

CONSIDER EVALUATION OF EXECUTIVE DIRECTOR AND 2012 CONTRACT

After discussion among the Board and the Executive Director, Commissioner Chandler stated that he would talk with the HRA attorney, Chad Sterle, as well as invite him to the March 21st meeting for the evaluation.

CRYSTAL LAKE HOUSING REPORT

Director Culliton gave a report we are in the process of renting two and three bedroom apartments, financial closing on the construction documents, looking at demolishing the garages as well as the retaining wall in a few months; otherwise operations were normal and routine

Rob Mattei was unable to attend the regular meeting, but he will be scheduled for the March 21st meeting.

POOLED HOUSING REPORT

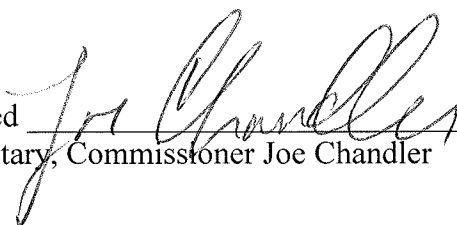
Director Culliton gave a report stating we are 100% occupied with waiting lists; otherwise operations are normal and routine at both buildings.

OTHER MATTERS

Commissioner Chandler gave a report on joint City -County meeting that was held which Chairperson Sanderson attended as well as Director Culliton. Some items were being looked at by the City and County HRA's.

HRA of Grand Rapids
Meeting Minutes 02/15/2012
Page 3

There being no further information of the HRA of Grand Rapids for February 15, 2012, Commissioner Chandler made a motion to adjourn the meeting at 4:50 p.m. Seconded by Commissioner Salmela. Voting Aye, all. Motion carried.

Signed 
Secretary, Commissioner Joe Chandler

A regular meeting of the Grand Rapids Public Utilities Commission was held on January 11, 2012 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

Members Present: President Welliver, Secretary Hodgson, Commissioner Adams, Commissioner Johnson, Commissioner Chandler.

Members Absent: None.

Others Present: General Manager Ward, Finance Manager Betts, Wastewater Treatment Plant Manager Ackerman, Water/Wastewater Collection/Safety Manager Doyle, Administrative/HR Assistant Flannigan, Attorney Bengtson, Susan Gerchman of JDI Contracts, Inc.

Motion by Hodgson to approve the minutes of the December 13, 2011 regular meeting, noting a correction to remove Electric Distribution Manager Patton from "Others Present" on page 1. Motion seconded by Adams and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Finance Manager Betts reviewed the December 2011 City Treasurer's Report and Investment Activity Report with the Commission.

Motion by Chandler to approve the City Treasurer's Report and Investment Activity Report for December 2011. Motion seconded by Johnson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

President Welliver acknowledged public forum. None present.

Commission Member Reports: No items.

Administration:

Motion by Hodgson to table adopting Amendment No. 1 to Resolution 12-15-09-05: establishing the agreement between the GRPUC and the City of Grand Rapids for in lieu of tax payments (PILOT) and Utility supplied services, at the request of General Manager Ward. Motion seconded by Johnson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Johnson to confirm the hiring of D. Virden for the position of Instrumentation Control Technician. Motion seconded by Chandler and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Adams to approve the internal posting for the position of meter reader. Motion seconded by Johnson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Chandler to declare a vacancy exists and authorize the posting and/or advertising to fill the position of meter reader. Motion seconded by Adams and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Hodgson to approve the 2012 Pay Equity Report as presented and authorize filing the report with the Minnesota Office of Management and Budget. Motion seconded by Johnson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

General Manager Ward reported the Personnel Committee met recently to review the remuneration for non-represented employees for the year 2012.

Motion by Chandler to approve a 2% adjustment to the remuneration of certain non-represented employees resulting in the following 2012 annual salaries: Finance Manager - \$77,136.13, Water/Wastewater Collection Safety Manager-\$75,199.26, WWTP Operations Manager - \$77,156.23, WWTP Maintenance Supervisor - \$67,471.44, Administrative/HR Assistant - \$59,044.06. Motion seconded by Johnson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Accounting and Finance:

Finance Manager Betts reviewed the December 2011 Operations Report with the Commission.

Electric Department:

Engineering Consultant Gerchman reviewed the December 2011 Operations Report with the Commission.

Motion by Adams to award the 2012 Vegetation Control Contract #14 (SE Quadrant) to Plackner Tree Care, Inc. for \$93,515.63. Motion seconded by Johnson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Wastewater Treatment Plant Operations:

Wastewater Treatment Plant Manager Ackerman reviewed the December 2011 Operations Report with the Commission.

Motion by Chandler to table awarding the contract for the construction of the "Secondary Aeration Motor Control Center Replacement at the Wastewater Treatment Facility to a special meeting, at the request of Manager Ackerman. Motion seconded by Johnson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Water/Wastewater Collection/Safety:

Water/Wastewater Collection/Safety Manager Doyle reviewed the December 2011 Operations Report with the Commission.

Motion by Johnson to agree with the terms and conditions of the IRRRB State of Minnesota Grant Agreement in the amount of \$200,000 for the replacement of Lift Station No. 1, commit \$200,000.00 of GRPUC funds as matching funds to the project, and authorize staff to prepare a letter setting forth the GRPUC commitment of funds. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Safety Training Procedures and Updates:

Water/Wastewater Collection/Safety Manager Doyle reviewed the safety initiatives for the month. Commissioner Chandler requested the safety action plans be submitted by department to the Commission at the February regular meeting.

GRPUC Discussion/Correspondence:

Meds 1 CPR/AED Training, January 10, 2012, Grand Rapids, MN – Company-wide.

MPCA 38th Annual Collection System Operators Conference, January 18-20, 2012, Bloomington, MN – Douglas Green.

Change Orders:

Motion by Hodgson to approve Change Order #1 – Time Extension, final completion June 1, 2012, from Hammerlund Construction, Inc. for the Sludge Landfill Phase 8 Construction. Motion seconded by Chandler and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Claims for Payment:

Motion by Hodgson to approve Pay Request # 2 in the amount of \$70,353.20 from Hammerlund Construction, Inc. for the Sludge Landfill Phase 8 Construction. Motion seconded by Johnson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Johnson to approve Pay Request #1 from Integrated Process Solutions, Inc. in the amount of \$29,812.00 for the Filtrate Lift Station-Upgrade Control Panel. Motion seconded by Chandler and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Adams to approve Final Pay Request #6 from Plackner Tree Care in the

amount of \$18,916.88 for the 2011 Vegetation Control Contract # 13. Motion seconded by Johnson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Hodgson to approve a claim for payment in the amount of \$2,890.39 from Northern Business Products for various office supplies. Motion seconded by Chandler and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams and Chandler; Against: None; Abstained: Johnson, whereby the motion was declared duly passed and adopted.

Motion by Hodgson to authorize the verified claims for payment in the amount of \$2,010,333.04 (\$1,168,777.02 computer checks and \$841,556.02 manual checks) per attached lists. Motion seconded by Johnson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

A special meeting was scheduled for Wednesday, January 18, 2012 at 4:00 PM.

The next regular Commission meeting is Wednesday, February 15, 2012 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

Upon a motion duly made and seconded, the meeting was adjourned at 5:00 PM.



Stephen R. Welliver, President

Attest:



Glen D. Hodgson, Secretary

PUBLIC UTILITIES COMMISSION
ACCOUNTS PAYABLE
DECEMBER 2011

NAME	AMOUNT	NAME	AMOUNT
Jim Ackerman	138.39	Lorman Education Services	232.94
Advantage Systems Group	412.50	Minnesota Dept of Commerce	2,916.99
AE2S	2,955.92	Minnesota Municipal Utilities	5,909.75
Alcola Solutions Group	13,535.72	Minnesota Power	881,366.05
American Payment Centers	142.00	Mobile Predictive Services	375.00
American Public Power Assoc	178.00	Nalco Company	201.60
AmeriPride Services	87.40	Neo Solutions	41,156.70
Arrow Embroidery	8.02	Nextera	813.48
Autumn Creek Consulting	2,205.50	Norbon Oil Co	511.88
Avenet Web Solutions	650.00	Nord Auto Parts	82.02
Mike Bader	89.99	North Central Laboratories	455.90
Burggraf's Ace Hardware	330.01	NTS	8,152.25
Carquest	112.30	Northern Drug Screening	38.00
Casper Construction	1,068.75	Northern Lights Truck	96.80
Chemsearch	219.83	Northland Off Road & 4WD	14.96
Citi Lites	467.51	Novaspect	244.74
City of Grand Rapids	20,299.31	Pace Analytical	1,353.56
The Clean Advantage	1,926.96	Personnel Dynamics	2,428.88
Cole Hardware	1,516.34	Pitney-Bowes	3,070.03
DSC Communications	31.64	Polydyne Inc	19,624.29
Davis Oil	1,092.13	Public Utilities Commission	4,659.84
Diversified Inspections	1,560.00	R & K Hillman	222.00
Dennis Doyle	122.77	R W Beck	306.77
Energy Management Solutions	9,452.72	Radtke Trucking	8,732.16
Era Laboratories	400.00	Railroad Management Co	120.79
Express Employment	2,961.54	Rapids Welding Supply	47.88
Figgins Truck and Trailer Repair	783.55	Resco Electric Supply	869.64
Jim Foss	84.99	Rice Lake Construction Grp	8,246.00
Gopher State One-Call	78.30	River Road Market	1,072.85
Grand Rapids Newspaper	207.10	Rodney Ruder	74.99
Graybar Electric	1,562.21	Sandstroms	639.25
Great Northern Services	2,627.48	Scheck	2,098.70
H D Waterworks	33,670.37	Scooter's Septic Service	250.00
Hach	4,920.28	S E H	2,855.00
Harris Computer Systems	255.39	Selectacct	151.00
Hawkins Inc	8,040.51	Siemens	3,663.03
Industrial Fluid Technologies	95.73	Stuart Irby Co	3,330.90
Itasca Community College	2,000.00	TCIC	2,551.02
Itasca Computer Resources	1,110.00	T & R Service Co	15.00
Itasca County Farm Service	31.74	Thelen Heating and Roofing	1,435.00
Itasca County Treasurer	48.00	Treasure Bay Printing	7.61
JDI Contracts Inc	7,875.00	Turf and Tree Inc	9,361.79
Johnson Killen & Seiler	607.50	Viking Electric Supply	1,235.25
Johnsons Typewriter	75.95	Waste Management	1,600.37
Kootasca Community Action	1,836.00	Wells Fargo Cards	39.24
KOZY	450.00	Wenck Associates	5,418.65
L & M Supply	277.15	Wesco	7,522.47
Lano, O'toole, Bengston	1,152.00	Wisconsin Energy Conserv Co	1,805.85
Latvala Lumber Co	17.98	WP & RS Mars Co	2,544.06
Anne Lewis	380.00	Xerox	371.61

GRAND RAPIDS
PUBLIC UTILITIES COMMISSION
ACCOUNTS PAYABLE
DECEMBER 2011

NAME AMOUNT

Energy Star Rebates:

Mark Miner	50.00
Dawn Hayes	80.00
Loren Voel	50.00
Jim Foss	50.00
James G Casper	50.00
Ted Holcomb	50.00

Total 1,168,777.02

Northern Business Products 2,890.39

1/04/2012 4:23 PM
LINDA

* * * GRAND RAPIDS PUBLIC UTILITIES * * *
ACCOUNTS PAYABLE CHECK REGISTER 12/31/2011
WELLS FARGO BANK

CHECK NO CHECK DATE VEN NO V E N D O R

MANUAL CHECKS

1994	12/01/2011	936	US BANK N.A.
1995	12/01/2011	1762	WELLS FARGO CORPORATE TRUST
1996	12/02/2011	700	MINNESOTA DEPT OF REVENUE
1997	12/02/2011	1232	WELLS FARGO BANK
1998	12/02/2011	1734	ING INSTITUTIONAL PLAN SERVICES LLC
1999	12/02/2011	458	PUBLIC EMPLOYERS RETIREMENT ASSOCIATION
2000	12/01/2011	1613	DELTA DENTAL OF MINNESOTA
2001	12/05/2011	1612	SELECTACCOUNT
2002	12/01/2011	936	US BANK N.A.
2003	12/08/2011	700	MINNESOTA DEPT OF REVENUE
2004	12/08/2011	1232	WELLS FARGO BANK
2005	12/14/2011	1232	WELLS FARGO BANK
2006	12/13/2011	890	MINNESOTA DEPARTMENT OF REVENUE
2007	12/16/2011	700	MINNESOTA DEPT OF REVENUE
2008	12/16/2011	1232	WELLS FARGO BANK
2009	12/16/2011	458	PUBLIC EMPLOYERS RETIREMENT ASSOCIATION
2010	12/16/2011	1734	ING INSTITUTIONAL PLAN SERVICES LLC
2011	12/06/2011	1611	SELECTACCOUNT
2012	12/19/2011	1612	SELECTACCOUNT
2013	12/20/2011	890	MINNESOTA DEPARTMENT OF REVENUE
2014	12/30/2011	700	MINNESOTA DEPT OF REVENUE
2015	12/30/2011	1232	WELLS FARGO BANK
2016	12/30/2011	458	PUBLIC EMPLOYERS RETIREMENT ASSOCIATION
2017	12/30/2011	1734	ING INSTITUTIONAL PLAN SERVICES LLC
2018	12/23/2011	1611	SELECTACCOUNT
2019	12/30/2011	67	BLUE CROSS BLUE SHIELD
60324	12/01/2011		MN DIRECT PROPERTIES
60325	12/01/2011	325	LARSON, ROBERT
60326	12/02/2011	570	U S POST OFFICE
60330	12/05/2011	1572	MINNESOTA ENERGY RESOURCES CORP
60331	12/05/2011	1572	MINNESOTA ENERGY RESOURCES CORP
60332	12/05/2011		CITIMORTGAGE INC
60333	12/05/2011	921	UNITED PARCEL SERVICE
60334	12/05/2011	1835	VERIZON WIRELESS
60337	12/05/2011	1680	WITTE, ERIC
60338	12/06/2011		SHEAR LOOKS SALON
60339	12/08/2011	1585	STANDARD INSURANCE COMPANY
60340	12/08/2011	921	UNITED PARCEL SERVICE
60341	12/08/2011	604	ANTHONY WARD - PETTY CASH
60342	12/12/2011	570	U S POST OFFICE
60343	12/12/2011	835	UNITED STATES POSTAL SERVICE
60344	12/14/2011	603	WARD, ANTHONY T.
60345	12/14/2011	603	WARD, ANTHONY T.
60346	12/14/2011	151	DOYLE, DENNIS
60347	12/15/2011	1693	PLACEMER TREE CARE INC
60348	12/16/2011	1680	WITTE, ERIC

1/04/2012 4:23 PM
LINDA

* * * GRAND RAPIDS PUBLIC UTILITIES * * *
ACCOUNTS PAYABLE CHECK REGISTER 12/31/2011
WELLS FARGO BANK

CHECK NO	CHECK DATE	VEN NO	V E N D O R
60455	12/16/2011	374	MINNESOTA POLLUTION CONTROL AGENCY
60456	12/16/2011	603	WARD, ANTHONY T.
60457	12/19/2011	570	U S POST OFFICE
60458	12/19/2011	328	LEAGUE OF MINNESOTA CITIES
60459	12/19/2011	921	UNITED PARCEL SERVICE
60460	12/19/2011	374	MINNESOTA POLLUTION CONTROL AGENCY
60461	12/20/2011	367	MINNESOTA DEPT OF HEALTH
60462	12/20/2011		JUST MATERNITY
60463	12/21/2011		JAY'S HILLTOP INC
60464	12/21/2011	1572	MINNESOTA ENERGY RESOURCES CORP
60466	12/27/2011	570	U S POST OFFICE
60467	12/28/2011	1328	RICE LAKE CONSTRUCTION GROUP
60469	12/30/2011	100	CITY OF GRAND RAPIDS
60470	12/30/2011	100	CITY OF GRAND RAPIDS
60471	12/30/2011		COUNTRY VILLAGE APTS
60472	12/30/2011	1680	WITTE, ERIC
60473	12/30/2011	1865	BRITSWITCH LLC
60474	12/30/2011	1865	BRITSWITCH LLC
60475	12/30/2011	494	RIVER ROAD MARKET
60476	12/30/2011	202	GLEN'S ARMY NAVY STORE
60477	12/30/2011	1842	ASV INC
60478	12/30/2011	1037	ISD 318

Previously Approved at 12/13/11 Meeting
Disbursements to be approved

Total Manual Checks for December

A special meeting of the Grand Rapids Public Utilities Commission was held on January 18, 2012 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, MN.

Members present: President Welliver, Secretary Hodgson, Commissioner Adams, Commissioner Johnson, Commissioner Chandler.

Members absent: None.

Others Present: General Manager Ward, Finance Manager Betts, Wastewater Treatment Plant Manager Ackerman, Water/Wastewater Collection/Safety Manager Doyle, Administrative/HR Assistant Flannigan, Susan Gerchman of JDI Contracts, Inc.

President Welliver acknowledged the posting of the special meeting date, time and purpose. The purpose of the meeting was stated as follows:

- 1) Review and consider accepting the Water and Wastewater Collection Cost of Service Rate Development Study.
- 2) Consider awarding the contract for the construction of the "Secondary Aeration Motor Control Center Replacement".

Agenda item 2. was moved to the first item on the agenda.

Motion by Adams to award the Secondary Aeration Motor Control Center Replacement to Electrical Installation and Maintenance Co. (EIM) for \$333,900.00. Motion seconded by Johnson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

The Commission reviewed a PowerPoint presentation by Mr. Grant Meyer, PE from AE2S, of the Water and Wastewater Collection Cost of Service Rate Development Study. Discussion followed on the need for funding of capital improvements and the state mandated conservation rate structure to be in place by January 1, 2013. Discussion was held on the various rate scenarios and possibilities for debt financing on capital improvement projects.

Motions by Johnson to recess the meeting at 6:45 PM and reconvene on Wednesday, January 25, 2012 at 12:00 Noon. Motion seconded by Chandler and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

The special meeting of January 18, 2012 was reconvened at 12:00 Noon on Wednesday, January 25, 2012 in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, MN.

Members present: President Welliver, Secretary Hodgson, Commissioner Adams, Commissioner Johnson, Commissioner Chandler.

General Manager Ward reviewed a letter dated January 20, 2012 from AE2S, outlining the recommended rate structure modifications and associated water and wastewater utility rates for consideration, as requested by the Commission on January 18, 2012.

The Commission reviewed and discussed bonding options, City projects, and state regulations regarding conservation water rate structures. Discussion followed on proposed rate scenario #4 with modifications including postponing the multi-family rate and using the proposed commercial rate for apartment complexes until exact numbers of units can be determined, changes to the 6" meter rate charge for the Cities of Cohasset and LaPrairie, and allowing customers to change meter sizes as they choose to pay for the installation. Discussion included financing 2012 state projects and 2013 City projects, and funding the remaining projects in the five year capital improvement plan through rates. Future rate increases will be necessary to cover capital costs, and will need to be reviewed annually. Management was directed to communicate the necessity for the upcoming rate increase to customers.

The Commission will review and consider the 2012 water and wastewater collection rates and a capital improvement financing resolution at the February 2012 regular meeting.

Motion by Hodgson to accept the Water and Wastewater Collection Cost of Service Rate Development Study. Motion seconded by Chandler and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Upon a motion duly made and seconded, the meeting was adjourned at 12:30 PM.



Stephen R. Welliver, President

Attest:



Glen D. Hodgson, Secretary

A regular meeting of the Grand Rapids Public Utilities Commission was held on February 15, 2012 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

Members Present: President Welliver, Secretary Hodgson, Commissioner Adams, Commissioner Johnson, Commissioner Chandler.

Members Absent: None.

Others Present: General Manager Ward, Wastewater Treatment Plant Manager Ackerman, Water/Wastewater Collection/Safety Manager Doyle, Administrative/HR Assistant Flannigan, Attorney Bengtson, Susan Gerchman of JDI Contracts, Inc.

Motion by Chandler to approve the minutes of the January 11, 2012 regular meeting and the January 18, 2012 special meeting. Motion seconded by Johnson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

General Manager Ward reviewed the January 2012 City Treasurer's Report and Investment Activity Report with the Commission.

Motion by Hodgson to approve the City Treasurer's Report and Investment Activity Report for January 2012. Motion seconded by Johnson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

President Welliver acknowledged public forum. None present.

Commission Member Reports:

General Manager Ward reported on the planning session held on February 3, 2012 with President Welliver and the management staff.

Commissioner Adams reported on the projects and bonding approved at the City Council meeting on February 13, 2012.

Administration:

General Manager Ward reviewed the proposed Water and Wastewater Collection rates. Base meter charges were reviewed and adjusted, multi-family rate will be postponed and reviewed in a few months when the data is collected, and customers will be allowed to change to a smaller meter, with the GRPUC paying for the meter and the customer paying for the installation costs. A customer letter and press release will be sent to explain the changes.

Motion by Chandler to approve the Water and Wastewater Collection/Treatment Rates as presented. Motion seconded by Adams and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

General Manager Ward reviewed the 2012 Budget summary with the Commission. Motion by Johnson to approve the 2012 Budget as presented. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Adams to adopt Resolution 02-15-2012-01 approving the issuance and sale of G.O. Utility Revenue Bonds (PUC), by the City of Grand Rapids, Minnesota in the approximate aggregate principal amount of \$1,610,000. Motion seconded by Chandler and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Johnson to approve granting an additional rebate from the Conservation Improvement Fund for the installation of a 10kW grid connected solar array, and change the policy to include adoption of rules and a maximum rebate amount of \$10,000.00 for solar panel installation. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Adams to approve a monthly lump sum payment of an additional \$1.50 per hour to Rodney Ruder, First Class Lineman, for interim supervisory services until the hiring of an Electrical Engineer. Motion seconded by Johnson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Chandler to accept the retirement resignation of Mr. Lawrence J. Tanner, Maintenance I, Wastewater Treatment Facility. Motion seconded by Johnson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

General Manager Ward reviewed the work in progress on the business model for the 2012 Five Year Capital Improvement Plan, which will be put in a PDF format for forwarding to the Commission.

Motion by Hodgson to table reviewing and considering adopting the 2012-2016 Five Year Capital Improvement Plan, at the request of General Manager Ward. Motion seconded by Johnson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Accounting and Finance:

General Manager Ward reviewed the January 2012 Operations Report with the Commission.

Electric Department:

Engineering Consultant Gerchman reviewed the January 2012 Operations Report with the Commission.

Motion by Chandler to approve a purchase order with Siemens for electrical maintenance work in the amount of \$17,750.00. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Johnson to authorize the renewal of the contract between the GRPUC and Kootasca Community Action to designate up to \$62,000.00 of GRPUC Conservation Improvement Program Funds for Low Income Weatherization Projects for the year 2012. Motion seconded by Adams and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Wastewater Treatment Plant Operations:

Wastewater Treatment Plant Manager Ackerman reviewed the January 2012 Operations Report with the Commission.

Water/Wastewater Collection/Safety:

Water/Wastewater Collection/Safety Manager Doyle reviewed the January 2012 Operations Report with the Commission.

Safety Training Procedures and Updates:

Water/Wastewater Collection/Safety Manager Doyle reviewed the safety initiatives for the month. Manager Doyle reviewed the incident review process with the Commission.

GRPUC Discussion/Correspondence:

NTT Workforce Development Institute-"NFPA 70E-How the 2012 Updates Affect You" Webinar, January 17, 2012, Grand Rapids, MN-Dennis Doyle, Susan Gerchman, Rick Fox, Jim Foss, Jason Blanchard, Rodney Ruder, John Hachey, Aaron Gould, Roger McLean Bob Eide.

MMUA First Line Supervision Training, February 1-3, 2012, Brainerd, MN – Karen Olson and Rick Fox.

MMUA 2012 Meter School and Basic Metering Pre-Conference, February 14-17, 2012, Marshall, MN – David Virden.

Change Orders:

Motion by Chandler to approve Change Order #1 from Rice Lake Construction Group for the Filtrate Lift Station in the amount of \$4,496.00. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams,

Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Adams to approve Change Order #1-Deduct from Electrical Installation and Maintenance Co. (EIM) for the Aerator MCC Replacement for deductions related to SCADA in the amount of (\$64,900.00). Motion seconded by Johnson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Claims for Payment:

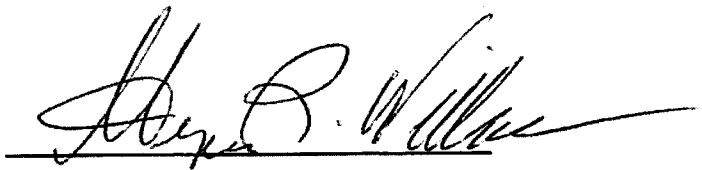
Motion by Chandler to approve Pay Request #2 - Final from Rice Lake Construction Group for the Filtrate Lift Station in the amount of \$ 11,574.50. Motion seconded by Johnson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Adams to approve a claim for payment in the amount of \$2,260.48 from Northern Business Products for various office supplies. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams and Chandler; Against: None: Abstained: Johnson, whereby the motion was declared duly passed and adopted.

Motion by Johnson to authorize the verified claims for payment in the amount of \$1,802,494.44 (\$1,322,789.53 computer checks and \$479,704.91 manual checks) per attached lists. Motion seconded by Chandler and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

The next regular Commission meeting is Wednesday, March 14, 2012 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

Upon a motion duly made and seconded, the meeting was adjourned at 5:20 PM.



Stephen R. Welliver, President

Attest:



Glen D. Hodgson, Secretary

GRAND RAPIDS
PUBLIC UTILITIES COMMISSION
ACCOUNTS PAYABLE
JANUARY 2012

NAME	AMOUNT	NAME	AMOUNT
Jim Ackerman	154.29	Midwest Testing LLC	645.00
AE2S	55,495.50	Mine Safety Appliances Co	470.99
Alcola Solutions Group	13,509.00	Minnesota Office of Ent Tech	36.00
American Public Power Assoc	89.00	Minnesota Municipal Utilities	1,100.00
AmeriPride Services	89.05	Minnesota Pollution Control	300.00
Arrow Embroidery	16.03	Minnesota Power	945,677.92
Arrowhead Procure Ins Pool	455.00	Neo Solutions	82,301.22
Autumn Creek Consulting	1,189.10	Nextera	824.46
Baker Tilly Virchow Krause LLP	1,236.00	North American Salt	4,266.75
Border States	1,699.63	North Central Laboratories	1,954.68
Bunes Septic Services	600.00	Northern Drug Screening	108.00
Burggraf's Ace Hardware	891.76	Nuch's In the Corner	51.31
Carquest	17.87	Pace Analytical	331.80
Citi Lites	809.50	Personnel Dynamics	2,454.90
City of Grand Rapids	21,733.96	Polydyne Inc	32,700.20
The Clean Advantage	2,003.91	Public Utilities Commission	5,536.99
Cole Hardware	849.67	R & K Hillman	222.00
Davis Oil	912.42	Radtke Trucking	8,678.28
Deer River Hired Hands	8.00	Rapids Garage Door & Awning	70.00
Deer River Publishing	61.36	Rapids Ford	2,655.08
Dennis Doyle	130.43	Rapids Printing	693.34
Electric Pump	26,702.72	Reliable Office Supplies	50.72
Energy Management Solutions	2,637.70	Resco Electric Supply	22,999.36
Era Laboratories	250.00	River Road Market	1,260.59
Express Employment	2,209.50	Royal Concrete	1,074.91
Fashion to Fit	5.34	Sandstroms	702.25
Fastenal	490.33	Sawmill	797.21
Figgins Truck and Trailer Repair	2,414.80	Scenic Range News Forum	80.00
Gopher State One-Call	100.15	S E H	4,175.32
Grand Rapids Newspaper	323.25	Seton Identification	1,599.45
Graybar Electric	854.21	Star Tribune	296.40
Great Northern Services	1,019.83	Stokes	1,466.08
Hach	1,187.75	Stuart Irby Co	275.69
Harris Computer Systems	255.39	T & R Service Co	32.06
Hawkins Inc	5,630.89	Telcologix	333.98
Industrial Fluid Technologies	4,374.38	Telemetry & Process Controls	2,325.60
Industrial Lubricants	33.29	Thelen Heating and Roofing	657.28
Itasca Community College	400.00	Treasure Bay Printing	1,044.52
Itasca Computer Resources	2,401.74	Trout Enterprises	63.60
Itasca County Treasurer	3,247.11	Van Bergen & Markson	2,183.20
JDI Contracts Inc	12,625.00	Viking Electric Supply	966.41
Itron	862.41	Waste Management	1,601.87
JobsHQ	489.52	Wells Fargo Cards	180.00
JobTarget	648.00	Wenck Associates	7,622.47
Johnson Killen & Seiler	78.00	Wesco	4,443.55
KOZY	816.00	WP & RS Mars Co	945.61
L & M Supply	84.80	Xerox	148.26
Lab Safety Supply	238.01	Zee Medical Service	62.99
Lano, O'toole, Bengston	884.00		
Maki Body & Glass	735.63		
Meds 1	120.00		

GRAND RAPIDS
PUBLIC UTILITIES COMMISSION
ACCOUNTS PAYABLE
JANUARY 2012

NAME AMOUNT

Energy Star Rebates:

Sharon Hagen	50.00
Jean Thompson	50.00
David Mayo	50.00
Karsten Klev	50.00
James Townsend	50.00

Total 1,322,789.53

Northern Business Products 2,260.48

2/07/2012 1:01 PM
LINDA

*** GRAND RAPIDS PUBLIC UTILITIES ***
ACCOUNTS PAYABLE CHECK REGISTER 1/31/2012
WELLS FARGO BANK

CHECK NO CHECK DATE VEN NO VENDOR

MANUAL CHECKS

2020	1/03/2012	1613	DELTA DENTAL OF MINNESOTA
2021	1/05/2012	1612	SELECTACCOUNT
2022	1/13/2012	700	MINNESOTA DEPT OF REVENUE
2023	1/13/2012	1232	WELLS FARGO BANK
2024	1/13/2012	458	PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
2025	1/13/2012	890	MINNESOTA DEPARTMENT OF REVENUE
2026	1/13/2012	1734	ING INSTITUTIONAL PLAN SERVICES LLC
2027	1/19/2012	1612	SELECTACCOUNT
2028	1/17/2012	890	MINNESOTA DEPARTMENT OF REVENUE
2029	1/27/2012	700	MINNESOTA DEPT OF REVENUE
2030	1/27/2012	1232	WELLS FARGO BANK
2031	1/27/2012	1734	ING INSTITUTIONAL PLAN SERVICES LLC
2032	1/27/2012	458	PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
2033	1/31/2012	1612	SELECTACCOUNT
2034	1/31/2012	1611	SELECTACCOUNT
2035	1/31/2012	67	BLUE CROSS BLUE SHIELD
60479	1/03/2012	570	U S POST OFFICE
60480	1/03/2012		TIDY LAUNDRY INC
60481	1/04/2012	100	CITY OF GRAND RAPIDS
60482	1/05/2012		PEARL J BARTER
60483	1/05/2012	1572	MINNESOTA ENERGY RESOURCES CORP
60484	1/09/2012	570	U S POST OFFICE
60485	1/10/2012	570	U S POST OFFICE
60486	1/10/2012		PAMELA HANSEN PHOTOGRAPHY LLC
60487	1/11/2012		GRAND SQUARE ASSOCIATES LLC
60488	1/11/2012	1835	VERIZON WIRELESS
60489	1/11/2012	1585	STANDARD INSURANCE COMPANY
60490	1/11/2012	1689	AT&T MOBILITY
60491	1/11/2012	921	UNITED PARCEL SERVICE
60492	1/13/2012	234	HAMMERLUND CONSTRUCTION
60493	1/13/2012	1867	INTEGRATED PROCESS SOLUTIONS INC
60494	1/13/2012	1693	PLACKNER TREE CARE INC
60495	1/13/2012	1680	WITTE, ERIC
60603	1/13/2012	1199	GREEN, DOUG
60604	1/13/2012	367	MINNESOTA DEPT OF HEALTH
60608	1/18/2012	1551	HOLCOMB, TED
60609	1/19/2012	570	U S POST OFFICE
60610	1/19/2012	921	UNITED PARCEL SERVICE
60611	1/19/2012	1350	EMC INSURANCE COMPANIES
60612	1/20/2012		BLANDIN PAPER COMPANY
60613	1/20/2012		OAKRIDGE HOMES INC WILLOW
60614	1/23/2012	1199	GREEN, DOUG
60615	1/25/2012	368	MINNESOTA DEPARTMENT OF NATURAL RESOURCE
60616	1/26/2012	570	U S POST OFFICE
60621	1/27/2012	1680	WITTE, ERIC
60622	1/27/2012	1689	AT&T MOBILITY

2/07/2012 1:01 PM
LINDA

*** GRAND RAPIDS PUBLIC UTILITIES ***
ACCOUNTS PAYABLE CHECK REGISTER 1/31/2012
WELLS FARGO BANK

CHECK NO	CHECK DATE	VEN NO	V E N D O R
60623	1/27/2012	1585	STANDARD INSURANCE COMPANY
60624	1/27/2012	921	UNITED PARCEL SERVICE
60625	1/27/2012	1572	MINNESOTA ENERGY RESOURCES CORP
60626	1/30/2012	190	FOX, RICHARD
60627	1/30/2012	439	OLSON, KAREN
60628	1/31/2012	100	CITY OF GRAND RAPIDS
60629	1/31/2012		SHANNEE LEE STORLIE
60632	1/31/2012	100	CITY OF GRAND RAPIDS

Previously Approved Disbursements
January Disbursements to be approved

Total Manual Checks for January

A special meeting of the Grand Rapids Public Utilities Commission was held on March 12, 2012 at 4:00 PM in the City Hall Council Chambers, 420 North Pokegama Ave., Grand Rapids, MN.

Members present: President Welliver, Commissioner Adams, Commissioner Johnson, Commissioner Chandler.

Members Absent: Secretary Hodgson.

Others present: General Manager Ward, Administrative/HR Assistant Flannigan.

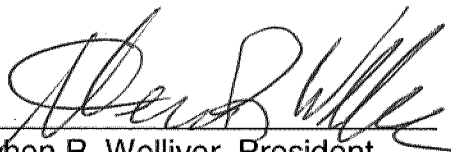
President Welliver acknowledged the publication and posting of the special meeting date, time and location. The purpose of the meeting was stated to consider ratifying the issuance of the \$1,610,000 City of Grand Rapids, Minnesota (Public Utilities Commission) General Obligation Utility Revenue Bonds, Series 2012D.

Mr. Paul Steinman of Springsted, Inc. reviewed the results of the proposals received for the sale of the bonds.

General Manager Ward reviewed the recent bids received on City projects that exceeded the engineer's estimates, necessitating the increase in the bond funds to \$2,025,000.

Motion by Johnson to adopt Resolution No. 03-12-12-02 Approving the Issuance and Sale of \$2,025,000 City of Grand Rapids, Minnesota (Public Utilities Commission) Taxable General Obligation Utility Revenue Bonds, Series 2012D. Motion seconded by Chandler and upon roll call the following voted in favor thereof: Welliver, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Upon a motion duly made and seconded, the meeting was adjourned at 4:15 PM.


Stephen R. Welliver, President

Attest:


Dale C. Adams, Commissioner

A regular meeting of the Grand Rapids Public Utilities Commission was held on March 14, 2012 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

Members Present: President Welliver, Commissioner Adams, Commissioner Johnson, Commissioner Chandler.

Members Absent: Secretary Hodgson.

Others Present: General Manager Ward, Finance Manager Betts, Wastewater Treatment Plant Manager Ackerman, Water/Wastewater Collection/Safety Manager Doyle, Administrative/HR Assistant Flannigan, Attorney Bengtson, Susan Gerchman of JDI Contracts, Inc.

Motion by Johnson to approve the minutes of the February 15, 2012 regular meeting. Motion seconded by Chandler and upon roll call the following voted in favor thereof: Welliver, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Finance Manager Betts reviewed the February 2012 City Treasurer's Report and Investment Activity Report with the Commission.

Motion by Adams to approve the City Treasurer's Report and Investment Activity Report for February 2012. Motion seconded by Chandler and upon roll call the following voted in favor thereof: Welliver, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

President Welliver acknowledged public forum. None present.

Commission Member Reports: None.

Administration:

Motion by Chandler to adopt Amendment No. 1 to Resolution 12-15-09-05; establishing the agreement between the GRPUC and City of Grand Rapids for in lieu of tax payments (PILOT) and utility supplied services. Motion seconded by Johnson and upon roll call the following voted in favor thereof: Welliver, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

The Commission reviewed a quotation from DCS Communications to purchase a narrow band radio/data communication system. Discussion followed. The Commission will address the possibility of scheduling a conference call with DCS at the end of the meeting.

Motion by Johnson to amend the solar panel system rebate program to provide a rebate of \$2.00 per watt up to a maximum rebate of \$10,000.00 per customer installation per year. Motion seconded by Adams and upon roll call the following voted in favor thereof: Welliver, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Chandler to approve a request from Itasca County Habitat for Humanity to waive the connection fee for temporary electrical, and the water and sewer connection fee. Motion seconded by Johnson and upon roll call the following voted in favor thereof: Welliver, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Accounting and Finance:

Finance Manager Betts reviewed the February 2012 Operations Report with the Commission.

Motion by Adams to approve a request to waive the bond requirement and issue duplicate check to Anne H. Lewis in the amount of \$380.00 for lost check #60548. Motion seconded by Johnson and upon roll call the following voted in favor thereof: Welliver, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Electric Department:

Engineering Consultant Gerchman reviewed the February 2012 Operations Report with the Commission.

Motion by Chandler authorize the purchase of a 2012 Altec AT40M aerial lift truck, as a replacement for Bucket Truck # 66, through the National Joint Powers Association purchasing process for an estimated final cost, including taxes and fees, of \$131,585.00. Motion seconded by Adams and upon roll call the following voted in favor thereof: Welliver, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

The Commission directed Consultant Gerchman to analyze costs and review the economic justification of keeping the 2002 Ford F550 Truck #66 as a backup.

Wastewater Treatment Plant Operations:

Wastewater Treatment Plant Manager Ackerman reviewed the February 2012 Operations Report with the Commission.

Water/Wastewater Collection/Safety:

Water/Wastewater Collection/Safety Manager Doyle reviewed the February 2012 Operations Report with the Commission.

Motion by Johnson to authorize an agreement with Rural Cellular Corporation (dba Verizon Wireless) for an antenna lease on the middle water tower. Motion seconded by Chandler and upon roll call the following voted in favor thereof: Welliver, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Safety Training Procedures and Updates:

Water/Wastewater Collection/Safety Manager Doyle reviewed the safety initiatives for the month.

GRPUC Discussion/Correspondence:

MMUA Hotstick and Rubber Goods Training Program, February 9, 2012, Grand Rapids, MN - Jason Blanchard, Rodney Ruder, John Hachey, Aaron Gould, Roger McLean, Mike Bader.

SWANA/AWMA Second Annual Landfill Operator's Training, February 22, 2012, Big Lake, MN – James Ackerman and Mark Hansen.

Change Orders:

Motion by Chandler move item 15.b. to Change Orders, and approve Change Order #1/ Final Pay Request in the amount of \$50,342.00 from Novaspect Process Management for the Delta V SCADA System. Motion seconded by Adams and upon roll call the following voted in favor thereof: Welliver, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Claims for Payment:

Motion by Johnson to approve Pay Request #1 from Plackner Tree Care for the 2012 Vegetation Control Contract #14 in the amount of \$37,406.25. Motion seconded by Adams and upon roll call the following voted in favor thereof: Welliver, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Adams to approve a claim for payment in the amount of \$696.62 from Northern Business Products for various office supplies. Motion seconded by Chandler and upon roll call the following voted in favor thereof: Welliver, Adams and Chandler; Against: None; Abstained: Johnson, whereby the motion was declared duly passed and adopted.

Motion by Johnson to authorize the verified claims for payment in the amount of \$1,820,671.06 (\$1,442,274.97 computer checks and \$378,396.09 manual checks) per attached lists. Motion seconded by Chandler and upon roll call the following voted in favor thereof: Welliver, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

At 5:20 PM, the Commission recessed the meeting to Thursday, March 15, 2012 at 3:30 PM, at which time the regular meeting will reconvene to hold a conference call with DCS Communications to further review and consider a quotation to purchase a narrow band radio/data communication system.

The Commission reconvened their regular meeting of March 14, 2012 at 3:30 PM on Thursday, March 15, 2012 in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

Members Present: President Welliver, Commissioner Adams, Commissioner Chandler.

Members Absent: Secretary Hodgson, Commissioner Johnson.

Others Present: General Manager Ward, Wastewater Treatment Plant Manager Ackerman, Administrative/HR Assistant Flannigan, Engineering Consultant Gerchman.

The Commission participated in a conference call with Mr. Ben Crowson of DSC Communications. Discussion followed.

Motion by Adams to accept a quotation from DCS Communications and authorize the purchase of the Motorola TRBO Communications System in the amount of \$62,448.00, and authorize an additional amount not to exceed \$3,500.00 for the purchase of GPS antennas. Motion seconded by Chandler and upon roll call the following voted in favor thereof: Welliver, Adams and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

The next regular Commission meeting is Wednesday, April 11, 2012 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

Upon a motion duly made and seconded, the meeting was adjourned at 4:10 PM.



Stephen R. Welliver, President

Attest:



Dale C. Adams, Commissioner

GRAND RAPIDS
PUBLIC UTILITIES COMMISSION
ACCOUNTS PAYABLE
FEBRUARY 2012

NAME	AMOUNT	NAME	AMOUNT
Jim Ackerman	120.99	Lano, O'toole, Bengston	1,802.00
Advantage Systems Group	412.50	League of Minn Cities	40.00
AE2S	34,540.70	Anne Lewis	1,225.00
Alcola Solutions Group	24,738.70	Marco	726.38
American Public Power Assoc	89.00	Maurices	2,381.39
AmeriPride Services	366.56	Minnesota Dept of Commerce	2,720.55
Arrow Embroidery	25.00	Minnesota Dept of Public Safety	200.00
Auto Value Grand Rapids	96.73	Minnesota Energy Resources	388.49
Autumn Creek Consulting	2,233.00	Minnesota Pollution Control	15,333.22
Burggraf's Ace Hardware	975.26	Minnesota Power	825,085.26
Call Net	2,385.00	Minnesota Safety Council	405.00
Carquest	35.13	The Motor Shop	85.00
Chappell Central Inc	962.50	Nalco	57.50
Citi Lites	280.02	Neo Solutions	109,763.40
City of Grand Rapids	5,974.25	Nexgen Utility Management	38,180.00
The Clean Advantage	1,926.96	Nextera	814.63
Cogsdale	31,645.00	Norbon Oil	464.21
Cole Hardware	2,128.88	North Central Laboratories	199.40
Davis Oil	635.25	Northeast Technical Services	5,805.00
Deer River Hired Hands	8.00	Northern Lights Surveying & Mapr	2,280.00
Dennis Doyle	103.79	Nuch's In the Corner	59.85
Duluth Paper & Specialties	326.40	Pace Analytical	331.80
Dymax	13,170.00	Pearson's Lock & Safe	470.81
Electrical Installation & Maint	4,800.00	Personnel Dynamics	4,385.55
Energy Management Solutions	2,674.65	Pole Puller	2,090.00
Environmental Resource Assoc	545.02	Polydyne Inc	42,271.59
Equipment Rental Company	1,015.31	Public Utilities Commission	8,360.76
Era Laboratories	350.00	R & K Hillman	228.00
Express Employment	2,824.20	Radtke Trucking	9,334.02
Gopher State One-Call	72.50	Railroad Management Co	120.79
Aaron Gould	105.00	Range Paging	166.74
Grand Rapids Newspaper	301.50	Rapid Pest Control Inc	88.17
Grand Rapids State Bank	1,725.34	Rapids Rental & Supply	68.06
Great Engravings	124.88	Resco Electric Supply	41,113.75
Great Northern Services	2,472.49	Rice Lake Construction Grp	2,464.00
HD Waterworks	2,853.22	River Road Market	1,574.54
Mark Hansen	94.99	River South Apartments	5,391.14
Hawkins Inc	4,274.98	S E H	4,035.08
Hope Health	35.53	SPX Flow Technology	64,841.40
Hopperton's	263.30	SelectAccount	706.00
Industrial Fluid Technologies	338.15	Siemens	706.03
Itasca Computer Resources	11,543.05	Silvertip Signs	16.03
Itasca County Treasurer	1,920.80	Simplex Grinnell	5,211.00
JDI Contracts Inc	10,656.25	Strategic Insights Inc	1,350.00
JR Machine Inc	30.00	Stuart Irby Co	968.44
JobsHQ	1,338.24	T & R Electric Co	96.19
Johnson Killen & Seiler	330.50	Larry Tanner	105.00
KBM Inc.	6,576.90	Telcologix	278.00
KOZY	816.00	Total Tool	203.73
L & M Supply	127.25	Treasure Bay Printing	1,643.00
L & S Electric	820.00	Turf & Tree Inc	3,100.00

GRAND RAPIDS
PUBLIC UTILITIES COMMISSION
ACCOUNTS PAYABLE
FEBRUARY 2012

NAME	AMOUNT
Van Bergen & Markson	182.90
Vatne-Wine Creations	114.30
Viking Electric Supply	1,437.53
Waste Management	1,630.68
Water Environment Research	113.00
Wenck Associates	3,613.04
Wesco	40,865.13
Wisconsin Energy Conserv Corp	525.65
WP & RS Mars Co	1,638.52
Xerox	105.90
Zee Medical Service	52.75

Energy Star Rebates:	
Charlie Schweigert	50.00

Total	<u>1,442,274.97</u>
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Northern Business Products	696.62
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*** GRAND RAPIDS PUBLIC UTILITIES ***
ACCOUNTS PAYABLE CHECK REGISTER 2/29/2012
WELLS FARGO BANK

Check Amount

CHECK NO	CHECK DATE	VEN NO	VENDOR	Check Amount
2036	2/06/2012	1612	SELECTACCOUNT	2,850.00
2037	2/01/2012	1613	DELTA DENTAL OF MINNESOTA	3,475.00
2038	2/10/2012	700	MINNESOTA DEPT OF REVENUE	3,348.20
2039	2/10/2012	1232	WELLS FARGO BANK	18,028.37
2040	2/10/2012	1734	ING INSTITUTIONAL PLAN SERVICES LLC	6,154.41
2041	2/10/2012	458	PUBLIC EMPLOYEES RETIREMENT ASSOCIATION	11,507.07
2042	2/13/2012	890	MINNESOTA DEPARTMENT OF REVENUE	56,835.00
2043	2/12/2012	1612	SELECTACCOUNT	2,698.65
2044	2/21/2012	890	MINNESOTA DEPARTMENT OF REVENUE	8,877.00
2045	2/24/2012	700	MINNESOTA DEPT OF REVENUE	3,461.04
2046	2/24/2012	1232	WELLS FARGO BANK	18,646.83
2047	2/24/2012	458	PUBLIC EMPLOYEES RETIREMENT ASSOCIATION	11,849.71
2048	2/24/2012	1734	ING INSTITUTIONAL PLAN SERVICES LLC	6,265.82
2049	2/14/2012	1611	SELECTACCOUNT	1,000.00
2050	2/27/2012	1612	SELECTACCOUNT	2,698.65
2051	2/28/2012	67	BLUE CROSS BLUE SHIELD	49,686.38
60630	2/01/2012		MICHAEL J TUCCI	95.11
60631	2/01/2012		DANA M CARLSON	44.12
60633	2/02/2012	570	U S POST OFFICE	717.23
60634	2/06/2012	921	UNITED PARCEL SERVICE	27.84
60635	2/06/2012	921	UNITED PARCEL SERVICE	280.89
60636	2/06/2012	1835	VERIZON WIRELESS	134.07
60637	2/06/2012	1572	MINNESOTA ENERGY RESOURCES CORP	27.64
60638	2/06/2012	190	FOX, RICHARD	113.22
60639	2/07/2012	439	OLSON, KAREN	110.45
60640	2/07/2012	1781	WELLS FARGO BUSINESS CARD	39.24
60641	2/07/2012	1762	WELLS FARGO CORPORATE TRUST	34,626.72
60642	2/08/2012	1550	MN PUBLIC FACILITIES AUTHORITY	7,980.00
60643	2/09/2012	570	U S POST OFFICE	648.43
60646	2/10/2012	1680	WITTE, ERIC	1,675.68
60647	2/14/2012	805	O.D.C.	496.00
60648	2/17/2012	570	U S POST OFFICE	562.33
60757	2/21/2012	1874	VIRDEN, DAVID	429.73
60758	2/21/2012		RITA A CASTLE	40.38
60759	2/21/2012	835	UNITED STATES POSTAL SERVICE	2,000.00
60760	2/22/2012	368	MINNESOTA DEPARTMENT OF NATURAL RESOURCE	2,250.00
60761	2/22/2012	1328	RICE LAKE CONSTRUCTION GROUP	11,574.50
60762	2/22/2012	1873	GRAND RAPIDS AREA COMMUNITY FOUNDATION	801.76
60763	2/22/2012		BRYAN MAJOR	24.47
60764	2/24/2012	1680	WITTE, ERIC	1,675.68
60765	2/24/2012	1232	WELLS FARGO BANK	5,000.00
60766	2/24/2012	12	ACKERMAN, JAMES	166.50
60767	2/24/2012	1589	HEINRITZ, RICHARD	168.72
60769	2/24/2012		ROBERT & DEBORAH BEST	18.47
60770	2/24/2012	570	U S POST OFFICE	730.65
60776	2/27/2012	921	UNITED PARCEL SERVICE	42.90

MANUAL CHECKS

* * * GRAND RAPIDS PUBLIC UTILITIES * * *
ACCOUNTS PAYABLE CHECK REGISTER 2/29/2012
WELLS FARGO BANK

CHECK NO	CHECK DATE	VEN NO	V E N D O R	Check Amount
60777	2/28/2012	1572	MINNESOTA ENERGY RESOURCES CORP	409.21
60778	2/28/2012	921	UNITED PARCEL SERVICE	35.12
60779	2/28/2012	1835	VERIZON WIRELESS	357.43
60780	2/29/2012	100	CITY OF GRAND RAPIDS	68,583.33
60781	2/29/2012	100	CITY OF GRAND RAPIDS	40,700.64
				<hr/>
Previously approved at 2/15/12 Meeting				11,574.50 *
Manual checks to be approved				378,396.09
Total Manual Checks				389,970.59



A special meeting of the Grand Rapids Public Utilities Commission was held on March 30, 2012 at 11:00 AM PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, MN.

Members present: President Welliver, Commissioner Adams, Commissioner Johnson, Commissioner Chandler.

Members Absent: Secretary Hodgson.

Others present: General Manager Ward, Administrative/HR Assistant Flannigan.

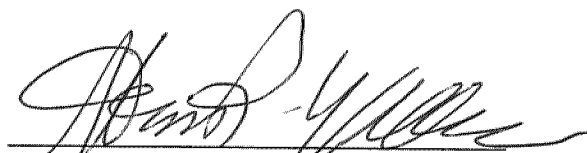
President Welliver acknowledged the publication and posting of the special meeting date and time. The purpose of the meeting was stated to consider approving a letter to the Minnesota Public Facilities Authority to close the Grand Rapids Clean Water Revolving Fund Loan # MPFA-07-0018-R-FY10.

Discussion was held on leaving the Minnesota Public Facilities Authority Grand Rapids Clean Water Revolving Fund Loan # MPFA-07-0018-R-FY10 open for Pokegama Avenue and Lift Station project shortfalls and close the portion related to the Wastewater Treatment Facility Improvement Project.

Motion by Adams to table approving a letter to the Minnesota Public Facilities Authority to close the Grand Rapids Clean Water Revolving Fund Loan # MPFA-07-0018-R-FY10. Motion seconded by Johnson and upon roll call the following voted in favor thereof: Welliver, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Chandler to bring to a close all expenditures and draws on the Minnesota Public Facilities Authority Grand Rapids Clean Water Revolving Fund Loan # MPFA-07-0018-R-FY10 related to the Wastewater Treatment Facility Improvement Project. Motion seconded by Adams and upon roll call the following voted in favor thereof: Welliver, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Upon a motion duly made and seconded, the meeting was adjourned at 11:20 AM.


Stephen R. Welliver, President

Attest:


Dale C. Adams, Commissioner

CIVIC CENTER AND PARKS AND RECREATION ADVISORY BOARD
Regular Monthly Meeting
February 8, 2012

The IRA Civic Center and Park and Recreation Advisory Board held its regular monthly meeting on Wednesday, February 8, 2012 at the IRA Civic Center.

Board Members Present: Tina Glorvigen, Tom LeMahieu, Steve Oleheiser, Lilah Crow, Dale Christy, Justin Lamppa and Peter Miskovich

Board Members Absent: Gus Hendrickson and Brad Hyduke

Staff Present: Dale Anderson and Michele Palkki

FINANCIAL REPORTS

Dale reported on the final year to date Recreation Department and Civic Center budgets. Both departments came in under budget.

MINUTES

The minutes from the last regular meeting held on January 11th were presented to the board.

A motion was made by LeMahieu and second by Glorvigen to accept the January 11, 2012 minutes as presented to the board.

Upon roll call vote, the following voted in favor thereof: Glorvigen, LeMahieu, Oleheiser, Crow, Christy, Lamppa and Miskovich. Those opposed none: Motion carried.

SETTING THE AGENDA

The following items were added for discussion. D) Showboat Request; E) Mud Run; F) 5K/10K; G) Swimming; F) Frisbee Golf

OLD BUSINESS

Board Terms Election of Officers

Mr. Anderson reported that Steve, Tina and Justin's board terms were up March 1st. All 3 have indicated to the Administration Department that they were interested in serving another term.

Mr. Anderson reported that the new officers would begin at the March Advisory Meeting. The slate of officers for Chair and Vice-Chair, need to take place.

A motion was made by Glorvigen and second by Lamppa to recommend Tina Glorvigen as Chair and Lamppa as Vice Chair.

Upon roll call vote, the following voted in favor thereof: Glorvigen, LeMahieu, Oleheiser, Crow, Christy, Lamppa and Miskovich. Those opposed none: Motion carried.

Great Itasca SnowFolk Festival

Ms. Crowe and Ms. Palkki reported on the festival which began January 20th and will conclude on Saturday, February 11th. Both Ms. Crowe and Ms. Palkki are part of a committee that is putting together events free of charge for all families in Itasca County. It was reported that there are 10 different events held across Itasca County.

A flyer was sent home with children that included a brochure on each event and location. However, with the lack of snow it has been very challenging to say the least, however, people have embraced the idea of building 1000 SnowFolk across Itasca County even if they aren't made of snow.

NEW BUSINESS

ICC Facilities Plan

A short discussion was held regarding changes that will be occurring at ICC. Update will be given.

State Bond

Mr. Anderson brought this item up for discussion.

Showboat Proposal

Mr. Anderson wanted to update the Board as to a request that has been submitted for changes to the area at Showboat. Mr. Anderson reported that Blandin is still showing interest to this area so changes would be very minimal if any.

Mud Run

Mr. Anderson reported that the Park and Recreation Department are looking at doing an extreme sport this summer called a Mud Run. This event would take place at the Sports Complex.

Spring Into Fitness

The Park and Recreation Department will be hosting the 2nd Annual Spring Into Fitness 10K / 5K Run Walk and a 1K for children 11 and under. This event is being held on Friday, April 13, 2012.

STAFF REPORT

Mr. Anderson reported on programming with the Park and Recreation Department. Early Release Day on January 19 had over 100 participants, the 1st session of Youth Swimming Lessons is in full swing; Session #2 of Swimming Lessons and Girl's 4th and 5th Grade Volleyball will begin in April.

Mr. Anderson reported that the Civic Center is busy with shows on the east side and ice rental on the west. Upcoming events in March are the Builders Show, Boat Show, Jaycees, Father/Daughter Ball.

There being no further business, the meeting was adjourned.

Respectfully submitted: Michele Palkki

GRAND RAPIDS CIVIL SERVICE COMMISSION MEETING
TUESDAY, MARCH 13, 2012 – 3:00 P.M.
CONFERENCE ROOM 2B
CITY HALL – 420 NORTH POKEGAMA AVENUE

CALL TO ORDER: Pursuant to due notice and call thereof, a regular meeting of the Grand Rapids Police Civil Service Commission was held in Conference Room 2B of City Hall on Tuesday, March 13, 2012 at 3:00 p.m.

CALL OF ROLL: On a Call of Roll the following members were present: Commissioners Wanda Bunes and Jim Martinetto. Absent: Commissioner Dave Wigfield.

Others Present: Police Chief Jim Denny, Assistant Chief Steve Schaar, Lynn DeGrio, Human Resources Director.

APPROVAL OF MINUTES:

MOTION BY COMMISSIONER MARTINETTO, SECOND BY COMMISSIONER BUNES, TO APPROVE THE MINUTES OF FEBRUARY 14, 2012 REGULAR MEETING AS PRESENTED. The following voted in favor thereof: Martinetto and Bunes. Opposed: None, motion passed.

Hiring Status of new officer:

Background check still in progress.

Sergeants test: Review test, set dates for testing and interviews:

Draft test distributed for review. Test date is set for March 23, 2012 at 11:00 a.m.

MOTION BY COMMISSIONER MARTINETTO, SECOND BY COMMISSIONER BUNES TO SET THE MINIMUM PASSING SCORE FOR SERGEANTS TEST AT 75%. The following voted in favor thereof: Martinetto, Bunes. Opposed: None, motion passed.

Interviews will be conducted on April 10, 2012 for all qualifying applicants.

Police Department comments and concerns:

Request for copies of current statutes. Chief Denny will provide.

Appointment of new chair at next meeting.

The next regularly scheduled meeting will be April 10, 2012 unless otherwise noted.

The meeting was adjourned at 3:14 p.m.

Respectfully submitted:

Kimberly Johnson-Gibeau, City Clerk

NOTICE
GRAND RAPIDS POLICE CIVIL SERVICE COMMISSION MEETING
TUESDAY, APRIL 10, 2012 - 3:00 p.m.
CONFERENCE ROOM 2B
CITY HALL – 420 NORTH POKEGAMA AVENUE

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Police Civil Service Commission will be held in the City Hall Conference Room 2B, 420 North Pokegama Avenue, Grand Rapids, Minnesota on Tuesday, April 10, 2012 at 3:00 p.m. for the following purpose:

- 1) Call to Order
- 2) Call of Roll
- 3) Approve minutes of:
March 13, 2012 regular meeting
- 4) Certify three Sergeant candidates.
- 5) Consider change to certified list for Police Officer position.
- 6) Police Department Comments or Concerns
- 7) Adjourn

Agenda Packets to:

Commissioner Wanda Bunes (Chair)
Commissioner James Martinetto
Commissioner David Wigfield
Chief Jim Denny
Assistant Chief Steve Schaar
Human Resources Director Lynn DeGrio
File

Agenda Only to:

Herald Review
Media
ICTV
City Attorney
City Administrator
City Council
Post

Grand Rapids Area Library Board
Regular Monthly Meeting
March 14, 2012

Members present: Dennis Jerome, Cheryl Stephens, Max Peters, Abby Kushel, Vicky Harding, Jemma Baker, John Soll, David Yankowiak

Members Absent: Shannon Benolken

Library Director: Marcia Anderson

The monthly board meeting was called to order at 5:00 pm by Dennis Jerome

Agenda: John Soll moved to approve the agenda; second by Vicky Harding. Motion passed

Minutes: Cheryl Stephens moved to approve the minutes of the February board meeting; second by Vicky Harding. Motion passed by all.

Financial Report:

Invoices due on or before 3/14/12

Ameripride Linen & Apparel	51.90
Arrowhead Library System	302.52
Baker & Taylor, Inc.	2,775.07
Blue Cross/Blue shield	3,779.50
Cengage Learning	375.37
Cole Hardware	75.91
Computer Enterprises	131.99
Connecting Point	195.76
Delta Dental of Minnesota	228.15
DEMCO	1,368.22
Diverse Media, Inc.	24.45
Duluth News Tribune	273.00
Edge Wave	3,279.88
Fidelity Security Life Ins.	11.27
Filthy Clean	4,400.00
Frantz Graphic	0
Gartner Refrigeration	540.72
Grand Rapids City	500.00
Grand Rapids City Payroll	34,023.40
Henriksen, Bonnie	13.98
Itasca Area Schools	850.00
Junior Library Guild	108.00
Kirwin, Darla	34.18
Lincoln National Life	181.40
Minnesota Energy Resources	1,669.10

Minnesota Sales & Use Tax	29.83
Northern Business Products, Inc.	619.09
Paul Bunyan Telephone	490.88
Personnel Dynamics	199.84
Pioneer Mutual Life Ins.	20.50
Pizza Works	16.99
P.U.C.	3,022.53
RCB Collections	480.00
Rapids Plumbing & Heating	4,042.60
School Dist. # 318	25.00
Showcases	1,087.31
Silicon Energy LLC	5,700.00
SIM Supply, Inc.	109.83
Stokes Printing	183.88
TDS Metrocom	231.64
TRU North Electric	504.86
Verizon Wireless	52.04
Village Book Store	176.67
Waste Management	214.27
Xerox Corp.	22.92
Will Steger	1,050.00
Don Scheese	500.00
Kevin Proescholdt	250.00
NCPTC	269.79
TOTAL	\$ 74,494.24

Director Anderson commented on a few items and answered a few questions and noted the rebate from Minnesota Energy Resources.

Motion to approve the financial report by Abby Kushel, second by Max Peters. Roll call vote was approved by all present.

Staff Report: Director Anderson reported on several items including an update on the heating system and the money saved; that the library is moving ahead with the solar installation; a developing partnership with the Children's Museum; an update on the new telephone system; commented on Saturday staffing needs and mentioned the availability of passes and tickets for attractions and events.

Old Business: None to report

New Business: Consent Agenda

1. Approve the payment of bills
2. Approve resolution accepting donations
 - a. \$500 Grand Rapids Centennial Rotary Club to purchase an Early Literacy Station #1
 - b. \$1,530 Grand Rapids Library Foundation to purchase Saturday Storytime Jan.-May, 2012-03-15

- c. \$500 Friends of the Grand Rapids Area Library to purchase an Early Literacy Station #1
- d. \$200 Janet Coy to purchase magazines

Motion by Cheryl Stephens to approve the consent agenda, a second by Jemma Baker. Roll call vote was approved by all present.

Regular Agenda:

1. Members present were asked for someone to be a liason to the Library Foundation Board.
2. A draft copy of the annual report to the Minnesota Dept.of Education was passed around. Motion by Abby Kushel, second by Max peters to approve the report. Motion passed.
3. Motion by Max Peters, second by Jemma Baker to authorize the purchase of a mounting system and pay one half (\$4375) of the amount at time of placing order for the solar system. Motion passed.
4. Director Anderson noted that she would schedule a “meet and confer” with the union regarding the summer Saturday work schedule. The library union steward has agreed to meet with Board members at the April 11th Board meeting to confer before scheduling summer Saturday hours (as required by union contract)
5. A discussion was held regarding a time to meet for the annual strategic plan review and update. It was generally agreed to meet following the regular April 11 board meeting.
6. A motion by Vicky Harding, second by John Soll to authorize an agreement with Unique Management Services for material recovery. Motion passed.

There being no further business, Dennis Jerome adjourned the meeting at 5:34 pm.

Respectfully submitted,

Jeff Wartchow

GRAND RAPIDS GOLF COURSE BOARD
REGULAR MONTHLY MEETING
March 20, 2012
7:30 AM

Present: Steve Forneris, Jeff Ericson, Larry O'Brien, Pat Pollard

Absent: Kelly Hain

Staff: Bob Cahill Director of Golf
Steve Ross Grounds Superintendent

- I. The meeting was called to order by Pat Pollard.
- II. Steve Forneris made a motion to accept the minutes of the February 21, 2012 Board meeting Jeff Ericson seconded the motion. The motion passed.
- III. Consideration of Monthly Bills

Steve Forneris made a motion to approve the bill list.

BLUE CROSS & BLUE SHIELD OF MN	859.00
ROBERT CAHILL	417.52
CITY OF COHASSET	431.17
COMPUTER ENTERPRISES	801.56
DELTA DENTAL OF MINNESOTA	81.70
GRAND RAPIDS CITY PAYROLL	6,717.40
GRAND RAPIDS STATE BANK	16.00
L&M SUPPLY	16.00
MINNESOTA SALES & USE TAX	413.45
NARDINI FIRE EQUIPMENT CO. INC	230.40
PIONEER MUTUAL LIFE INS CO	2.05
PRESTO PRINT	269.33
P.U.C.	1,192.39
RAPIDS PRINTING	69.47
STERLE LAW OFFICE	13.00
TDS Metrocom	228.85
TREASURE BAY PRINTING INC	257.61
VERIZON WIRELESS	34.81
VISIT GRAND RAPIDS	120.00
RICHARD SCHMIDT	37.86
TOTAL ALL VENDORS:	12,209.57

Jeff Ericson seconded the motion. The motion was passed. Steve Forneris made a motion to approve three (3) additional bills: Quality Refrigeration - \$225.98, Woodland Storage - \$1,400.00, and Hydroblast Degreasing - \$425.00. Jeff Ericson seconded the motion. The motion was passed.

- IV. Visitors: None

V. Grounds Superintendent – Steve Ross reported. The golf course wintered very well. No snow mold and no issues to deal with from winter conditions. Steve spoke about getting a used John Deere tractor or equivalent, to be used for many in house jobs including pulling aerifiers and sprayers. Our current tractor is quite heavy and is not nearly as versatile. Steve will look into finding a used model and what the pricing would be. Steve would like to fence off the 18th green this coming winter to protect from snowmobile traffic as we had some this winter. We will put reflective tape on the ends of the new docks for visibility for boaters and snowmobilers.

VI. Concessions Report – Bob Cahill reported. Bob reported that the kitchen hood, ducts, and fans have been cleaned. This is a twice yearly maintenance item. It will be done again in late September. The kitchen will open with limited menu items to start the season.

VII. Director of Golf – Bob Cahill reported. The course and driving range will open today, Tuesday, March 20. This is the earliest opening that anyone can remember. There has been lots of activity in the season pass sales as well as multi-play card sales.

VIII. Old Business – None

IX. New Business – None

X. Correspondence and Open Discussion – None

XI. Jeff Ericson made a motion to adjourn the meeting. Steve Forneris seconded the motion. The motion passed.

Respectfully Submitted,

Larry O'Brien
Recording Secretary



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0236 **Version:** 1 **Name:** Golf Course Spring Report to Council
Type: Agenda Item **Status:** Filed
File created: 4/17/2012 **In control:** Golf Course
On agenda: 4/23/2012 **Final action:** 4/23/2012
Title: Golf Course Spring Report to Council

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
4/23/2012	1	City Council		Received and Filed

Golf Course Spring Report to Council

Background Information:

- * Golf Course Conditions
- * Projects
- * Season Pass Sales
- * Financial update
- * Get Golf Ready
- * Misc

Staff Recommendation:

[Enter Recommendation Here]

Requested City Council Action

[Enter Action by Here]



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0237 **Version:** 1 **Name:** Consider adopting a resolution authorizing a partial refund of the Petition for Text Amendment
Type: Agenda Item **Status:** Passed
File created: 4/17/2012 **In control:** Community Development
On agenda: 4/23/2012 **Final action:** 4/23/2012

Title: Consider adopting a resolution authorizing a partial refund of the Petition for Text Amendment to the Zoning Ordinance fee collected from Mr. Luke Popham d.b.a. Anytime Fitness.

Sponsors:

Indexes:

Code sections:

Attachments: [Letter-Resolution for Refund Request 4-23-12](#)

Date	Ver.	Action By	Action	Result
4/23/2012	1	City Council	Failed	Fail
4/23/2012	1	City Council	Approved As Presented	Pass

Consider adopting a resolution authorizing a partial refund of the Petition for Text Amendment to the Zoning Ordinance fee collected from Mr. Luke Popham d.b.a. Anytime Fitness.

Background Information:

On March 1, 2012 the Planning Commission began consideration of a Text Amendment request submitted on behalf of Anytime Fitness. The text amendment to the Zoning Ordinance requested the establishment of a health club/fitness center use category as a permitted use within the I-1 (Industrial Park) zoning district. After discussion, the Planning Commission tabled action on the request, due to the upcoming development and establishment of a Business Park zoning district, as recommended by the 2011 Comprehensive Plan.

On March 6, 2012 the petitioners withdrew their petition. In addition to the petition withdrawal, the petitioners requested the consideration of a refund for their \$505.00 application fee, due to the City's pending development of a Business Park zoning district, which in draft form, currently includes a Health and Fitness Club use, as a permitted use.

At their April 5th meeting, the Planning Commission recommended that some amount of refund, to the petitioners, was in order, but deferred the final amount to the City Council. Staff would recommend, if the Council wishes to grant a refund, that \$325.00 be refunded (\$505.00 (full application fee amount) less \$180.00 (staff time invested in the petition prior to withdrawal)).

The attached resolution, for your consideration, authorizes staff to issue a refund to the Text Amendment petitioner in the amount of \$325.00.

Requested City Council Action

Consider adopting a resolution authorizing a partial refund of the Petition for Text Amendment to the Zoning Ordinance fee collected from Mr. Luke Popham d.b.a. Anytime Fitness.

Eric Trast

From: Dr Jeremy Rebrovich [DrJeremy@IdealHealthChiropractic.com]
Sent: Tuesday, March 06, 2012 5:00 PM
To: Eric Trast
Cc: Luke Popham
Subject: Text Ammendment

Hi Eric-

Thanks for getting back to me. Luke Popham and I would like to withdrawal the text amendment for the Anytime Fitness building located at 1200 SE 4th St and ask the commission to request a refund. Let me know if you need any other information. Thanks again!

Jeremy Rebrovich
Anytime Fitness- Grand Rapids

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

RESOLUTION NO. 12-__

A RESOLUTION AUTHORIZING A PARTIAL REFUND OF TEXT AMENDMENT FEE

WHEREAS, on February 14, 2012, Mr. Luke Popham, d.b.a. Anytime Fitness, submitted a valid petition requesting a text amendment to the Zoning Ordinance that would establish a health club/fitness center use category as a permitted use within the I-1 (Industrial Park) zoning district; and

WHEREAS, On March 1, 2012 the Planning Commission began consideration of the Text Amendment request, and after discussion, the Planning Commission tabled action on the request, due to the upcoming development and establishment of a Business Park zoning district, as recommended by the 2011 Comprehensive Plan; and

WHEREAS, on March 6, 2012 the petitioners withdrew their petition. In addition to the petition withdrawal, the petitioners requested the consideration of a refund for their \$505.00 application fee, due to the pending development Business Park zoning district; and

WHEREAS, on April 5, 2012 the Planning Commission discussed that some amount of refund was in order, but deferred to the City Council for a final amount; and

WHEREAS, on April 23, 2012 the City Council has determined that a partial refund of the Text Amendment fee is in order;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA: that the City Council does authorize a partial refund of the Text Amendment fee, as further described below:

1. The partial refund will be in the amount of \$325.00 (\$505.00 (full application fee amount) less \$180.00 (staff time invested in the petition prior to withdrawal))

Adopted by the Council this 23rd day of April, 2012.

Dale Adams, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0091 **Version:** 1 **Name:** Appointment of Ashley Moran to the position of Police Officer.
Type: Agenda Item **Status:** Passed
File created: 2/7/2012 **In control:** Administration
On agenda: 4/23/2012 **Final action:** 4/23/2012
Title: Appointment of Ashley Moran to the position of Police Officer.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
4/23/2012	1	City Council	Approved As Presented	Pass

Appointment of Ashley Moran to the position of Police Officer.

Background Information:

Based upon a previously agreed to process, the Police Chief has reviewed the candidate list certified by the Police Civil Service Commission for the Police Officer position. They have concluded the selection process and have made an offer of employment to Ashley Moran, contingent upon successful completion of a pre-employment physical and Council approval.

Staff Recommendation:

Police Chief Jim Denny has reviewed the eligible register certified by the Police Civil Service Commission on April 10, 2012 at a Special Police Civil Service Commission meeting. Jim has reviewed the background information, has also checked references, and is recommending the hiring of Ashley Moran to the position of Police Officer.

Ashley was born in Grand Rapids, graduated from Greenway High School and currently resides in Coleraine. She attended ICC and received an LPN degree, as well as Hibbing Community College where she received her Peace Officer certificate. She served on the Coleraine Police Reserve program where she logged over 150 volunteer hours working community events. Ashley is currently employed with the Coleraine Police Department as the School Liaison Officer. She works as a Patrol Officer when needed for Coleraine as well as the Bovey Police Department.

Requested City Council Action

Consider the appointment of Ashley Moran to the position of Police Officer effective May 7, 2012 at a starting wage of \$22.47 per hour in accordance with the Collective Bargaining Agreement by and between the City of Grand Rapids and Law Enforcement Labor Services, Inc. (Local No. 239).



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0248 **Version:** 1 **Name:** Consider approving the designation of Travis Cole as Interim Building Official and the retroactive adjustment of his current salary by 10% effective February 11, 2012 and authorize the Mayor to sign the Notice of Designation of Vacancy Of Certified Building Official

Type: Agenda Item **Status:** Passed

File created: 4/18/2012 **In control:** Administration

On agenda: 4/23/2012 **Final action:** 4/23/2012

Title: Consider approving the designation of Travis Cole as Interim Building Official and the retroactive adjustment of his current salary by 10% effective February 11, 2012 and authorize the Mayor to sign the Notice of Designation of Vacancy Of Certified Building Official.

Sponsors:

Indexes:

Code sections:

Attachments: [Interim Building Official Designation 4-23-12](#)

Date	Ver.	Action By	Action	Result
4/23/2012	1	City Council	Approved As Presented	Pass

Consider approving the designation of Travis Cole as Interim Building Official and the retroactive adjustment of his current salary by 10% effective February 11, 2012 and authorize the Mayor to sign the *Notice of Designation of Vacancy Of Certified Building Official*.

Background Information:

Minnesota Statute 326B.113 requires that "Each municipality shall designate a building official to administer the code (Building Code). A municipality may designate no more than one building official responsible for code administration defined by each certification category created by statute or rule." The City's current designated Building Official, Mice Rice, has been on medical leave since February 11th. Until such time as Mike Rice can return to his duties, staff is recommending the appointment of Travis Cole, on an interim basis, to the position of Building Official. As the Interim Building Official, Travis Cole will be working in a position that is three salary grades above his current position of Building/Fire Inspector with the City. In accordance with *Personnel Policy* Section 4.9.9 (Re-classification Salary Adjustments) a person working in a position that is three salary grades above their current position is eligible for a salary increase in a range between 7% and 10%. Giving consideration to Travis' current wage and the demands of the position particularly given the timing of this designation as it relates the construction season, staff is recommending a 10% wage adjustment that would bring his interim annual wage to \$52,661.86. This designation would also change the Fair Labor Standards Act (FLSA) status from Non-Exempt to Exempt.

Staff Recommendation:

Requested City Council Action

Consider approving the designation of Travis Cole as Interim Building Official and the retroactive adjustment of his current salary by 10% effective February 11, 2012 and authorize the Mayor to sign the *Notice of Designation of Vacancy Of Certified Building Official*.

Minnesota Department of Labor and Industry
 Construction Codes and Licensing Division
 Business Unit
 443 Lafayette Road North, St. Paul, MN 55155-4341
 Phone: (651) 284-5068 Fax: (651) 284-5749
 www.dli.mn.gov TTY: (651) 297-4198
 PRINT IN INK or TYPE your responses.

Notice of Designation or Vacancy Of Certified Building Official

To the Commissioner of Labor and Industry:

According to M.S. §326B.133, Subd. 1, which states:

Each municipality shall designate a building official to administer the code. A municipality may designate no more than one building official responsible for code administration defined by each certification category established in rule. Two or more municipalities may combine in the designation of a building official for the purpose of administering the provisions of the code within their communities.

and further, according to M.S. §326B.133, Subd. 7, which states in part:

In the event that a designated building official position is vacant within a municipality, that municipality shall designate a certified building official to fill the vacancy as soon as possible. The commissioner must be notified of any vacancy or designation in writing within 15 days.

The administrative authority of the municipality of Grand Rapids
 Hereby notifies you, pursuant to M.S. §326B.133, that it has made one of the following designations (A or B selected):

A.

Municipality has designated Travis D. Cole 2918
NAME (INCLUDE MIDDLE INITIAL) CERTIFICATION NUMBER

as the municipality's building official, who in the municipality of Grand Rapids
 will be known as the TITLE Building Official (Interim), effective DATE 4/23/2012

MUNICIPALITY CONTACT INFORMATION

MUNICIPALITY STREET ADDRESS (do not provide a PO Box)		
420 N. Pokegama Ave.		
CITY	STATE	ZIP
Grand Rapids	MN	55744
PHONE	FAX	E-MAIL
218.326.7622	218.326.7621	rmattei@ci.grand-rapids.mn.us

MUNICIPAL BUILDING OFFICIAL CONTACT INFORMATION

BUILDING OFFICIAL STREET ADDRESS (do not provide a PO Box)		
420 N. Pokegama Ave.		
CITY	STATE	ZIP
Grand Rapids	MN	55744
PHONE	FAX	E-MAIL
218.326.7651	218.326.7621	tcole@ci.grand-rapids.mn.us

OR B.

Municipality has a vacancy in the building official position. effective DATE

Statutory definitions from M.S. §326B.103, Subd. 6 *Designate* "the formal designation by a municipality's administrative authority of a certified building official accepting responsibility for code administration."

Administrative authority "a municipality's governing body or their assigned administrative authority."

Please have person with administrative (appointing) authority sign. Form must be signed.

SIGNATURE OF ADMINISTRATIVE AUTHORITY	TITLE	DATE
	Mayor	4/24/2012



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0253 **Version:** 1 **Name:** Consider appointing Murray Ward as an On-Call Building Inspector.
Type: Agenda Item **Status:** Passed
File created: 4/18/2012 **In control:** Administration
On agenda: 4/23/2012 **Final action:** 4/23/2012
Title: Consider appointing Murray Ward as an On-Call Building Inspector.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
4/23/2012	1	City Council	Approved As Presented	Pass

Consider appointing Murray Ward as an On-Call Building Inspector.

Background Information:

In October 2003, retired Building Official Murray Ward was hired as the Interim Building Official until such time that a new full-time Building Official was hired. After hiring a full-time Building Official, Mr. Ward had been used as an on-call employee effective March 15, 2004. That gave some flexibility to the Community Development Department to call Murray in to cover absences, for either the Community Development Director or Building Official, or to help out during peaks in workload during the building season.

Because our current Building Official is on a medical leave, we have asked the City Council to appoint Travis Cole as Interim Building Official. Mr. Ward is willing to perform both commercial and residential inspection until the Community Development Department is again fully staffed. The need for this assistance can be expected if either Travis Cole is on FTO or if inspection work load requires additional assistance. Murray last performed as an on-call inspector for the City in 2005 at a wage of \$35.00 per hour.

Staff Recommendation:

Community Development Director Rob Mattei and Human Resources Director Lynn DeGrio are recommending the appointment of Murray Ward as an On-Call Building Inspector at an hourly wage of \$40.00 per hour effective immediately until the Community Development Department is once again fully staffed.

Requested City Council Action

Consider appointing Murray Ward as an On-Call Building Inspector at a rate of \$40.00 per hour effective immediately.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0249 **Version:** 1 **Name:** VERIFIED CLAIMS
Type: Agenda Item **Status:** Passed
File created: 4/18/2012 **In control:** Finance
On agenda: 4/23/2012 **Final action:** 4/23/2012
Title: Consider approving the verified claims for the period April 3, 2012 to April 16, 2012 in the total amount of \$494,467.99.

Sponsors:

Indexes:

Code sections:

Attachments: [042312 BILL LIST](#)

Date	Ver.	Action By	Action	Result
4/23/2012	1	City Council	Adopted As Amended	Pass

Consider approving the verified claims for the period April 3, 2012 to April 16, 2012 in the total amount of \$494,467.99.

Consider approving the verified claims for the period April 3, 2012 to April 16, 2012 in the total amount of \$494,467.99.

COUNCIL BILL LIST - APRIL 23, 2012

DATE: 04/18/2012
 TIME: 15:17:40
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 04/23/2012

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
CITY WIDE		
0801661	HARRIS	4,441.41
1309098	MINNESOTA DEPT OF ADMN	105.30
TOTAL CITY WIDE		4,546.71
ADMINISTRATION		
0612085	FLAHERTY & HOOD	2,108.18
1321525	MUNICIPAL CODE CORPORATION LLC	550.00
1920240	STERLE LAW OFFICE	2,500.00
TOTAL ADMINISTRATION		5,158.18
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE LINEN & APPAREL	25.40
0315455	COLE HARDWARE INC	5.48
0920060	ITASCA COUNTY TREASURER	180.06
1301012	MACNEIL ENVIRONMENTAL INC	450.00
1309332	MN STATE RETIREMENT SYSTEM	346.74
1909510	SIM SUPPLY INC	107.11
TOTAL BUILDING MAINTENANCE-CITY HALL		1,114.79
COMMUNITY DEVELOPMENT		
0300200	CDW GOVERNMENT INC	216.12
2018225	TREASURE BAY PRINTING INC	15.87
TOTAL COMMUNITY DEVELOPMENT		231.99
COUNCIL/COMMISSION/BOARDS		
1920240	STERLE LAW OFFICE	2,500.00
TOTAL COUNCIL/COMMISSION/BOARDS		2,500.00
ENGINEERING		
0718060	GRAND RAPIDS NEWSPAPERS INC	152.70
0920060	ITASCA COUNTY TREASURER	37.10
TOTAL ENGINEERING		189.80
FINANCE		

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 04/23/2012

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FINANCE		
0315537	CONNECTING POINT TECHNOLOGIES	17.09
2018225	TREASURE BAY PRINTING INC	455.29
TOTAL FINANCE		472.38
FIRE		
0221650	BURGGRAF'S ACE HARDWARE INC	62.42
0513231	EMERGENCY APPARATUS	5,296.39
0920060	ITASCA COUNTY TREASURER	167.11
1301168	MARKETPLACE FOODS	72.76
1305199	METRO FIRE	1,972.50
1901309	SAIGER'S STEAM CLEAN LLC	96.19
2300600	W.P. & R.S. MARS COMPANY	17.08
TOTAL FIRE		7,684.45
INFORMATION TECHNOLOGY		
0315537	CONNECTING POINT TECHNOLOGIES	23.48
0405275	DEERWOOD TECHNOLOGIES INC	2,286.07
1309098	MINNESOTA DEPT OF ADMN	419.70
1309332	MN STATE RETIREMENT SYSTEM	32.72
TOTAL INFORMATION TECHNOLOGY		2,761.97
PUBLIC WORKS		
0205090	BEACON ATHLETICS LLC	157.71
0221650	BURGGRAF'S ACE HARDWARE INC	185.79
0301655	CARGILL INCORPORATED	1,809.68
0301685	CARQUEST AUTO PARTS	106.94
0315455	COLE HARDWARE INC	252.09
0501650	EARL F ANDERSEN	144.54
0518366	ERICKSON'S ITASCA LUMBER INC	46.44
0601690	FASTENAL COMPANY	31.46
0712225	GLEN'S ARMY NAVY STORE	159.96
0920040	ITASCA COUNTY FARM SERVICE	95.65
0920060	ITASCA COUNTY TREASURER	1,065.57
1200500	L&M SUPPLY	1,193.80
1309355	MINNESOTA TORO	217.98
1415640	NORTRAX EQUIPMENT COMPANY	235.73
1615650	PORTABLE JOHN	282.21
1618563	PRO BLAST TECHNOLOGY	3,460.00
1901264	SAFETY KLEEN SYSTEMS INC	9,069.32
1908248	SHERWIN-WILLIAMS	254.14

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INVOICES DUE ON/BEFORE 04/23/2012

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
2018755	TRUSCO MFG COMPANY	142.92
2300600	W.P. & R.S. MARS COMPANY	255.71
TOTAL PUBLIC WORKS		19,167.64
FLEET MAINTENANCE		
0103325	ACHESON TIRE COMPANY INC	40.00
0114203	ANDERSON LUBRICANTS INC	548.43
0301685	CARQUEST AUTO PARTS	18.17
0920060	ITASCA COUNTY TREASURER	139.78
1201850	LAWSON PRODUCTS INC	547.69
1301015	MACQUEEN EQUIPMENT INC	326.96
1315725	THE MOTOR SHOP	382.62
1801590	RAPIDS FORD LINCOLN	1,415.17
1801615	RAPIDS WELDING SUPPLY INC	10.11
TOTAL FLEET MAINTENANCE		3,428.93
POLICE		
0300200	CDW GOVERNMENT INC	-120.79
0301685	CARQUEST AUTO PARTS	29.48
0601680	FASHION TO FIT	69.47
0920060	ITASCA COUNTY TREASURER	4,216.35
1301025	MAKI BODY & GLASS	711.44
1309098	MINNESOTA DEPT OF ADMN	65.00
1309167	MN BUREAU OF CRIMINAL	390.00
1605665	PERSONNEL DYNAMICS, LLC	107.25
1801609	RAPIDS TOWING	210.00
1920233	STREICHER'S INC	471.31
2000400	T J TOWING	280.00
TOTAL POLICE		6,429.51
RECREATION		
0301685	CARQUEST AUTO PARTS	10.45
0315537	CONNECTING POINT TECHNOLOGIES	468.11
TOTAL RECREATION		478.56
AIRPORT		
0315455	COLE HARDWARE INC	34.19

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 04/23/2012

VENDOR #	NAME	AMOUNT DUE
AIRPORT		
0504825	EDWARDS OIL INC	175.54
	TOTAL	209.73
CIVIC CENTER		
0113233	AMERIPRIDE LINEN & APPAREL	80.24
0718038	GRAND RAPIDS JAYCEES	52.00
	TOTAL	132.24
GENERAL ADMINISTRATION		
0100056	ATM NETWORK INC	36.34
0113233	AMERIPRIDE LINEN & APPAREL	84.11
0221650	BURGGRAF'S ACE HARDWARE INC	85.69
0315508	COMPUTER ENTERPRISES	470.22
0405223	DEER RIVER HIRED HANDS INC	8.00
0605670	FERRELLGAS	68.40
0718060	GRAND RAPIDS NEWSPAPERS INC	826.00
1200500	L&M SUPPLY	101.48
1201730	LATVALA LUMBER COMPANY INC.	21.21
1205725	LET'S PLAY HOCKEY/SOFTBALL	236.32
1421155	NUCH'S IN THE CORNER	56.00
1901500	SAMMY'S PIZZA	550.50
1909510	SIM SUPPLY INC	170.78
2209421	VIKING ELECTRIC SUPPLY INC	24.54
	TOTAL GENERAL ADMINISTRATION	2,739.59
RECREATION PROGRAMS		
0221650	BURGGRAF'S ACE HARDWARE INC	16.01
0315455	COLE HARDWARE INC	30.95
1903330	SCHOOL DISTRICT #318	420.00
2018225	TREASURE BAY PRINTING INC	64.13
T000812	KARIN CORTESE	30.00
	TOTAL	561.09
STATE HAZ-MAT RESPONSE TEAM		
1415480	NORTHERN HEALTH & FITNESS PLUS	30.00

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 04/23/2012

VENDOR #	NAME	AMOUNT DUE

STATE HAZ-MAT RESPONSE TEAM		
	TOTAL	30.00
CEMETERY		
0401804	DAVIS OIL	1,331.11
0920060	ITASCA COUNTY TREASURER	152.13
1415640	NORTRAX EQUIPMENT COMPANY	153.30
	TOTAL	1,636.54
DOMESTIC ANIMAL CONTROL FAC		
0705531	GENERAL PET SUPPLY	168.00
0920060	ITASCA COUNTY TREASURER	153.14
	TOTAL	321.14
GENERAL CAPITAL IMPRV PROJECTS		
1301168	MARKETPLACE FOODS	97.74
	TOTAL	97.74
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-IT DEPT		
0405275	DEERWOOD TECHNOLOGIES INC	10,805.00
	TOTAL CAPITAL OUTLAY-IT DEPT	10,805.00
CAPITAL OUTLAY-POLICE		
0513233	EMERGENCY AUTOMOTIVE TECH INC	1,024.30
0701480	GALLS, AN ARAMARK COMPANY	2,192.76
	TOTAL CAPITAL OUTLAY-POLICE	3,217.06
AIRPORT CAPITAL IMPRV PROJECTS		
2011 CIP		
2000425	TKDA	495.44
	TOTAL 2011 CIP	495.44

COUNCIL BILL LIST - APRIL 23, 2012

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 04/23/2012

VENDOR #	NAME	AMOUNT DUE

AIRPORT CAPITAL IMPRV PROJECTS		
2011 LAND ACQUISITION		
1618579	PROSOURCE TECHNOLOGIES INC	14,045.95
TOTAL 2011 LAND ACQUISITION		14,045.95
2011 INFRASTRUCTURE BONDS		
2010-3 19TH AVE NW		
1900225	SEH-RCM	1,088.00
1916650	SPRINGSTED	10,612.42
TOTAL 2010-3 19TH AVE NW		11,700.42
2012 INFRASTRUCTURE BONDS		
2004-3 SE 4TH STREET		
0503422	ECK DESIGN	1,749.54
1900225	SEH-RCM	6,740.25
1916650	SPRINGSTED	35,883.24
TOTAL 2004-3 SE 4TH STREET		44,373.03
2011-6 HORSESHOE IMPROVEMENTS		
1900225	SEH-RCM	11,467.50
TOTAL 2011-6 HORSESHOE IMPROVEMENTS		11,467.50
2011-4 HORSESHOE/ISLEVIEW		
0218115	BRAUN INTERTEC CORPORATION	79.00
1900225	SEH-RCM	5,436.76
TOTAL 2011-4 HORSESHOE/ISLEVIEW		5,515.76
TOTAL UN-PAID TO BE APPROVED		161,513.14
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0200024	BP/AMOCO	84.15
0212750	BLUE CROSS & BLUE SHIELD OF MN	30,922.50
0218100	BRENT BRADLEY	40.00
0301530	CANON USA INC	2,205.90
0305530	CENTURYLINK INC	275.47
0308352	CHILDRENS MENTAL HEALTH SER	41.34
0315454	TRAVIS COLE	125.99
0400029	DVS RENEWAL	21.50
0401800	JEFF DAVIES	24.00

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INVOICES DUE ON/BEFORE 04/23/2012

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0405505	JAMES DENNY	12.28
0405506	JAMES DENNY/PETTY CASH	500.00
0605191	FIDELITY SECURITY LIFE INS CO	41.43
0612095	STEVEN FLAHERTY	8.00
0612224	FLEET SERVICES	2,989.92
0709455	SHAWN GILLEN	378.67
0712550	GLOBE DRUG/MEDICAL EQUIP	1.62
0717996	GRAND ITASCA CLINIC	189.36
0718015	GRAND RAPIDS CITY PAYROLL	192,750.66
0718070	GRAND RAPIDS STATE BANK	335.11
0805358	JACKIE HEINRICH	40.00
0900060	ICTV	13,138.18
0900081	IKON OFFICE SOLUTION	23.19
0920036	ITASCA COUNTY ATTORNEY OFFICE	72.11
0920055	ITASCA COUNTY RECORDER	50.00
0920106	ITASCA SURGICAL CLINIC PA	34.16
1100120	KBS DESIGN CO	915.00
1101645	LASHA KARELS	40.00
1201402	LAKE COUNTRY POWER	24.05
1309162	MN BCA/TRAINING & DEVELOPMENT	500.00
1309199	MINNESOTA ENERGY RESOURCES	187.16
1309291	MN POLLUTION CONTROL AGENCY	562.50
1309332	MN STATE RETIREMENT SYSTEM	2,054.00
1309338	MN STATE TREAS/BLDG INSPECTOR	427.82
1309375	MINNESOTA UNEMPLOYMENT COMP FD	12,096.61
1405850	NEXTERA COMMUNICATIONS LLC	508.59
1415496	NORTHERN ORTHOTIC & PROSTHETIC	10.87
1415532	NORTHLAND RECOVERY CENTER	113.88
1502645	GARY O'BRIEN	40.00
1516220	OPERATING ENGINEERS LOCAL #49	28,746.00
1518725	ORTHOPAEDIC ASSOC OF DULUTH PA	32.48
1609561	PIONEER TELEPHONE	8.17
1621125	PUBLIC UTILITIES COMMISSION	700.00
1621130	P.U.C.	18,794.74
1801206	RADIOLOGIST ASSOC. IN DULUTH	17.12
1801239	RADTKE PHYSICAL THERAPY	98.51
1916655	SPRINT	30.00
2205637	VERIZON WIRELESS	2,697.76
2209665	VISA	4,011.53
2209705	VISIT GRAND RAPIDS	15,715.12
2301700	WASTE MANAGEMENT	246.71
2405650	XEROX CORPORATION	70.69
TOTAL PRIOR APPROVAL		332,954.85
TOTAL ALL DEPARTMENTS		494,467.99



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0238 **Version:** 1 **Name:** Conduct a public hearing to consider rezoning petition
Type: Public Hearing **Status:** Passed
File created: 4/18/2012 **In control:** Community Development
On agenda: 4/23/2012 **Final action:** 4/23/2012
Title: Conduct a public hearing to consider the rezoning of a 20.5 ft. strip of land from R-1 (One-Family Residential) to GB (General Business) located within Block 1, Clover First Addition to Grand Rapids.

Sponsors:

Indexes:

Code sections:

Attachments: [REZ Location Maps- 1 & 2](#)
[Childs REZ- Application](#)

Date	Ver.	Action By	Action	Result
4/23/2012	1	City Council	Open	Pass
4/23/2012	1	City Council	Close	Pass

Conduct a public hearing to consider the rezoning of a 20.5 ft. strip of land from R-1 (One-Family Residential) to GB (General Business) located within Block 1, Clover First Addition to Grand Rapids.

Background Information:

Ronald and Patricia Childs filed a petition for rezoning with the City on March 16, 2012. The petition requests the City's consideration of a Zoning Map amendment involving property owned by the Childs along Willow Lane in southeast Grand Rapids. The petition requests a change from the property's current R-1 (One-family Residential) zoning district status to GB (General Business). The legal description of the subject property involved in this rezoning is as follows:

THE W 20.5 FT OF THE E 54.70 FT OF LOT 2, BLK 1, CLOVER 1st & 2nd ADDITION TO GRAND RAPIDS, ITASCA COUNTY, MINNESOTA

The petition submitted by the Child's, involves the west 20.5 ft. of the easternmost of 3 contiguous parcels owned by the Childs, with the easternmost parcel being presently zoned R-1 (One Family Residential) and the other two parcels being currently within a GB (General Business) district. *Location map #1*, illustrates the subject property, with the requested area to be rezoned outlined, and the surrounding zoning: R-1 (One-family Residential) to the east and south, GB (General Business) to the west, and LB (Limited Business) directly north.

A supportive objective of the rezoning is to modify the boundaries of the Childs' parcels in order to create three parcels that are individually conforming with respect to lot size area and width minimums, again with two in GB and one in R-1, as depicted in *Location map #2*.

The resultant individual conforming parcels would permit the Childs to sell one of the commercial properties, which is their principal objective. In order for the two GB properties to be at or slightly above the minimum size requirements, the GB zoning district would have to be expanded by the requested amount.

Proposed lot areas and widths after lot line adjustment by parcel:

- A. Gross area: 10,786 sf. ft. Width: 84 ft.
- B. Gross area: 11,035 sf. ft. Width: 75 ft.
- C. Gross area: 15,128 sf. ft. Width: 101 ft.

The following table shows a comparison of the yard and bulk requirement of GB and R-1 zoning, and illustrates the minor difference between the two zoning districts, being larger lot size and surface coverage requirements in GB zoning.

	GB	R-1
Min. Lot Size	<u>gross area-10,500 sq. ft.,</u> area (unit)-3,000 sq. ft., <u>width-75 ft.</u>	<u>gross area-8,400 sq. ft.</u> area (unit)-8,400 sq. ft., <u>width- 70 ft.</u>
Min. Yard Setbacks	front-30 ft, int. side-10 ft., street side-15 ft, rear- 10 ft.	front-30 ft, int. side-6 ft., 9 ft, street side-15 ft, rear- 30 ft.
Max. Lot Coverage	building-40%, total surface -90%, GUOS (unit)- 500	building-30%, total surface-N/A, GUOS- N/A
Building Size	max. height- 35 ft., min. dimension- 24 ft	max. height- 30 ft., min. dimension- 24 ft.

As proposed, the three subject properties would meet the minimum gross area and width requirements set forth in Section 30-512 Table 2-A, and there do not appear to be any structure setback nonconformities created post lot line adjustment. If the rezoning is approved, the owner has proposed to record a cross-access parking agreement between parcels "A" -11 SE Willow Lane (#91-505-0120) and "B"- 13 SE Willow Lane (#91-490-0105) to avoid any nonconformities related to parking numbers and setbacks upon the sale of either parcel "A" or "B".

The Planning Commission reviewed the rezoning petition at their April 5, 2012 regular meeting, and, based on their findings, which are incorporated into the draft ordinance, forwarded a recommendation for approval of the petitioned rezoning.

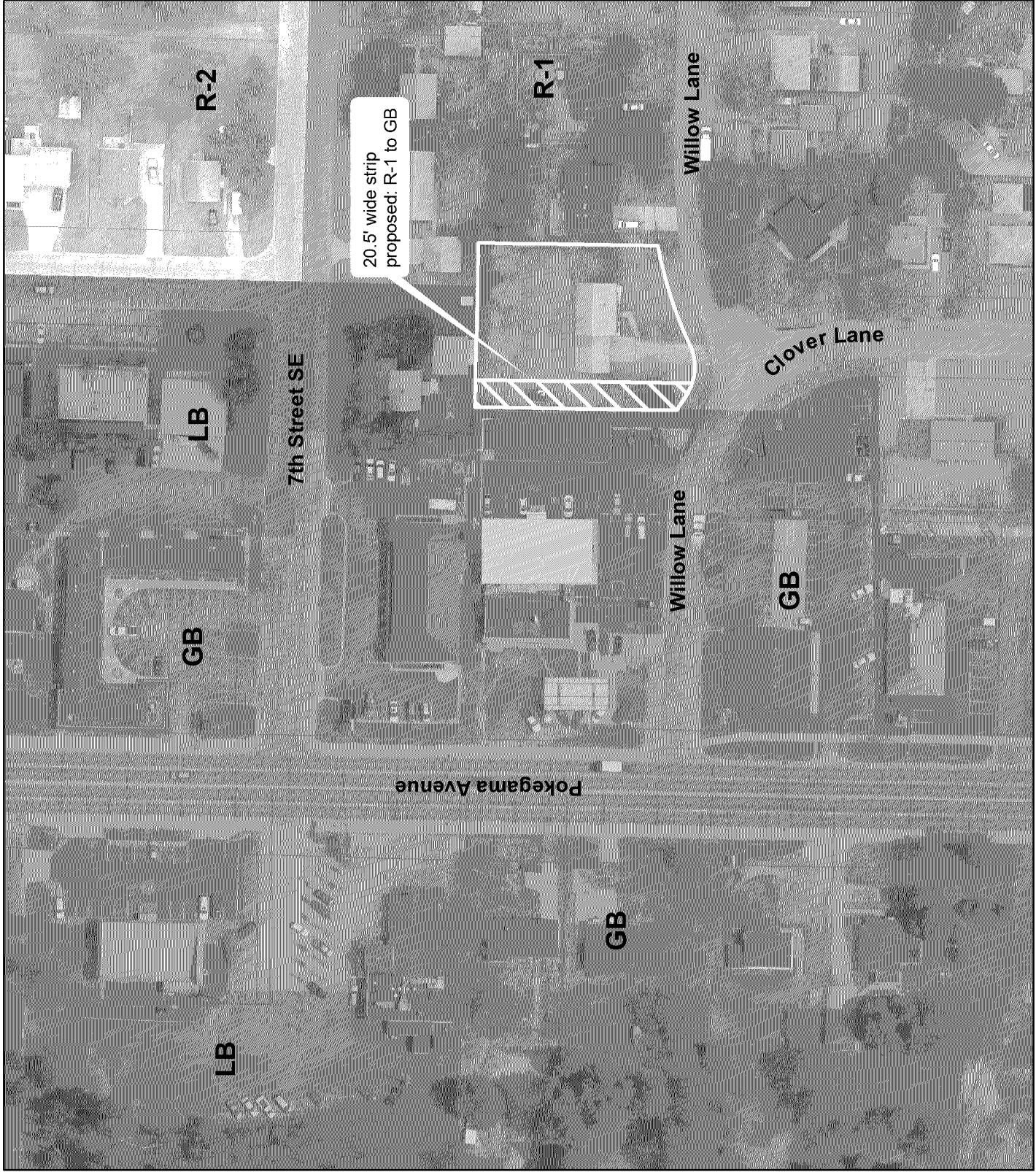
Requested City Council Action

Conduct a public hearing to consider the rezoning of a 20.5 ft. strip of land from R-1 (One-Family Residential) to GB (General Business) located within Block 1, Clover First Addition to Grand Rapids.

Child's Zoning Map Amendment Request (R-1 to GB Proposed)



CITY OF
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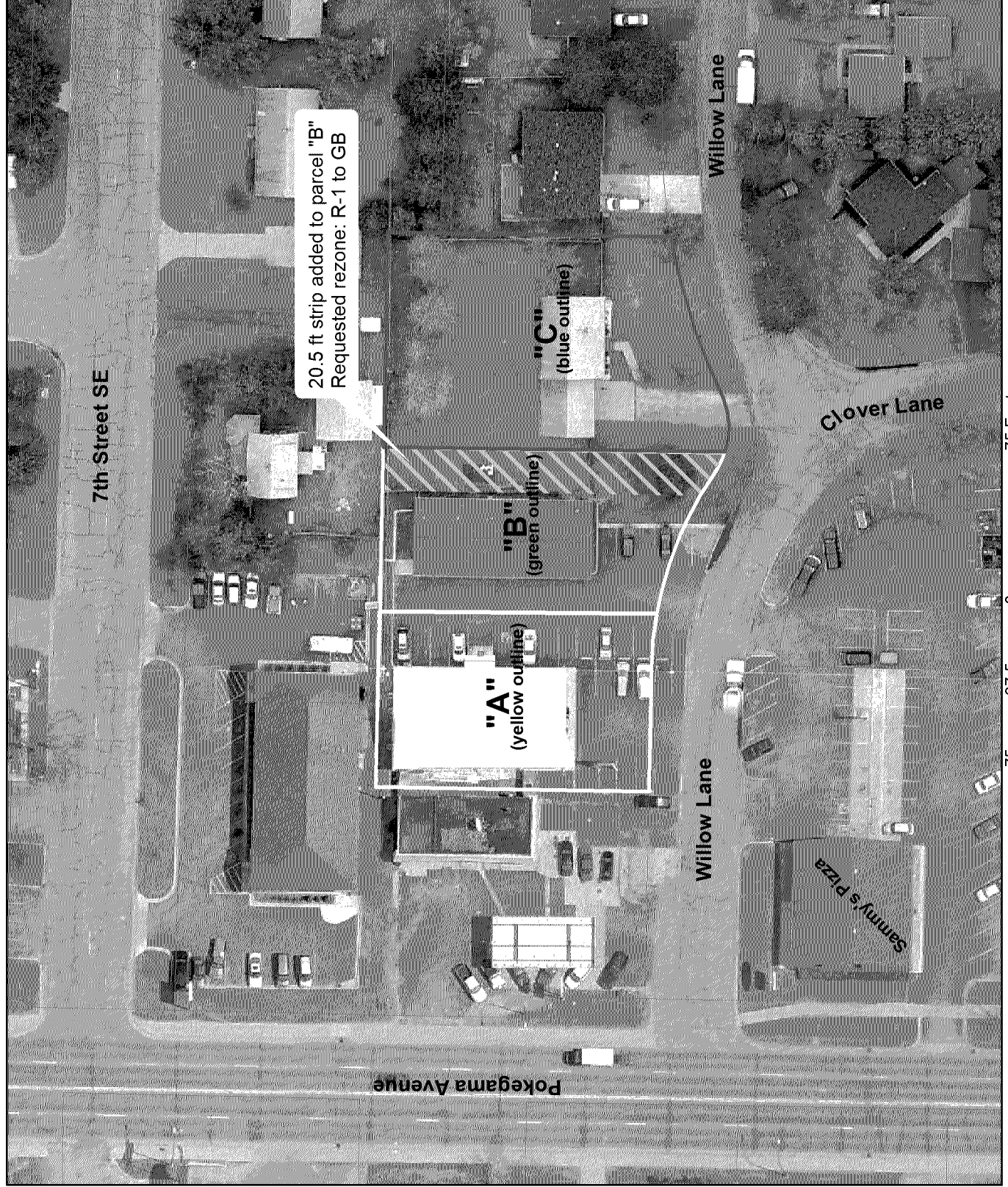
Legend	
	Parcel
	R-1
	R-1a
	SR-1
	R-2
	SR-2
	R-3
	SR-3
	R-4
	RR
	SRR
	RC
	SRC
	LB
	SLB
	CBD
	GB
	SGB
	M
	SM
	I-1
	SI-1
	I-2
	SI-2
	PU
	SPU
	CD
	AG
	AP
	MOD
	UO
	SBO
	PUD



Child's Rezone - R-1 to GB (Proposed lot layout)



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



Legend

Parcel

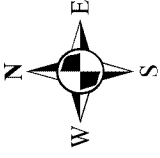
2009 Aerial Photo

RGB

Red: Band_1

Green: Band_2

Blue: Band_3





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

Petition for Rezoning (Zoning Map Amendment)

Community Development Department
420 North Pokegama Ave.
Grand Rapids, MN 55744
Tel. (218) 326-7601 Fax (218) 326-7621
Web Site: www.grandrapidsmn.org

The undersigned do hereby respectfully request the following be granted by support of the following facts herein shown:

Ronald and Patricia Childs
Name of Applicant
15761 US Highway 169
Address
Hill City, MN 55748
City State Zip
218-697-2658 cell 259-5801
Business Telephone/Other Telephone/e-mail
Rchilds@mnPower.com

Name of Owner (If other than applicant)

Address

City State Zip

Business Telephone/Other Telephone/e-mail

Parcel Information:

Tax Parcel # 91-490-0110 Property Size: 18,368 square feet
Existing Zoning: Residential Requested Zoning: General Business
Existing Use: Owner's residential yard
Proposed Use: Rezone 20.5 feet of Parcel C from residential to General Business and then add it to Parcels A and B to make them compliant. (see map attached)
Property Address/Location: 15 Willow Lane, Grand Rapids, MN 55744
Legal Description: Lot 2 LESS W. 12.65' and all of Lot 3, Block 1, Clover First Addition (attach additional sheet if necessary) to Grand Rapids

I(we) certify that, to the best of my(our) knowledge, information, and belief, all of the information presented in this application is accurate and complete and includes all required information and submittals, and that I consent to entry upon the subject property by public officers, employees, and agents of the City of Grand Rapids wishing to view the site for purposes of processing, evaluating, and deciding upon this application.

Ronald Childs
Signature(s) of Applicant(s)

3/15/12
Date

Signature(s) of Owner(s)-(If other than applicant)

Date

Office Use Only

Date Received _____ Certified Complete 3/16/12 Fee Paid \$505⁰⁰
Planning Commission Recommendation MAR 16 2012 Approved _____ Denied _____ Meeting Date 4/5/12
City Council Action Approved _____ Denied _____ Meeting Date 4/23/12

Summary of Special Conditions of Approval: _____

Required Submittals (25 copies of each):

- Application Fee - \$505.00 *¹ Location Map Map Showing Surrounding Zoning
- Proof of Ownership – (a copy of a property tax statement or deed will suffice)

**¹The application fees charged are used for postage to mail the required notices to adjacent properties, publication of the public hearing notice in the Grand Rapids Herald Review, and for a small portion of staff time for case review and preparation of documents. It is the policy of the City of Grand Rapids to require applicants for land use approvals to reimburse the City for costs incurred by the City in reviewing and acting upon applications, so that these costs are not borne by the taxpayers of the City.*

Justification of Proposed Rezoning: Please answer all of the following questions (attach additional pages if needed). The planning Commission will consider these questions and responses, and other issues (see attached list) in making their findings of fact and recommendation on the proposed rezoning.

- A.** What are the Surrounding land uses? Describe the existing uses and zoning classifications in the area surrounding the subject property.
- The land to the West is zoned General Business and is used as retail sales & service. To the North is zoned as Light Business. To the East is zoned Residential.
- To the South is zoned General Business and is used as a restaurant and parking lot.
- _____
- _____
- B.** Would the uses permitted by the proposed zoning map change be appropriate for the surrounding area?
- Yes, it would be, after rezoning the West 20.5 feet of Parcel C, the owner of the three contiguous parcels would add it to Parcels A & B and then change their property lines to make Parcels A & B compliant to the Grand Rapids Municipal Code of Ordinances in order to separate ownership. The resulting parcels would be consistent with neighboring parcels.
- _____
- _____
- C.** Is the property adequately served by public infrastructure (streets, sidewalks, utilities, etc)?
- Yes, the property is adequately served by public infrastructure.
- _____
- _____
- _____
- _____
- D.** Demonstrate the need for additional property in the proposed zoning district. The additional property would be used to correct the deficiencies of Parcels A & B. Those deficiencies include: (1) Section 30-512, minimum lot size, gross area of 10,500 feet and width of 75 feet; (2) Section 30-512, minimum of 10 feet interior sideyard setback.
- _____
- _____

E. What effect will the proposed rezoning have on the growth and development of existing neighborhoods, other lands in the proposed district, commercial and industrial neighborhoods? The proposed rezoning will correct the deficiencies of Parcels A & B. This is a change from non-conforming lots to conforming lots. This will enhance the parcels from a business perspective.

F. Demonstrate that the proposed rezoning is the minimum change needed to allow a reasonable use of the property. The proposed rezoning is the only change needed to correct the deficiencies of Parcels A & B. The proposed rezoning achieves conforming lot area and allows conforming setbacks.

G. How does the proposed rezoning conform to the City's Comprehensive Plan? The rezoning would conform to the City's Comprehensive Plan perfectly. With the rezoning of the West 20.5 feet of Parcel C and its addition to Parcels A & B, it would make all three Parcels conform to the Grand Rapids Municipal Code of Ordinances. The Comprehensive Plan seeks to reduce non-conforming parcels.

H. Is the timing proper for the proposed rezoning? The timing is proper and should be done as soon as possible to correct the deficiencies.

I. Any additional information that the Petitioner would like to supply. In September of 2010, Dennis Herdegen, the former owner of Parcels A & B, applied for three variances from two sections of the Municipal Code of Ordinances. His application was denied. The only way that the Parcels can be made compliant would be to rezone the 20.5 feet of Parcel C and its addition to Parcels A & B. This would put all three Parcels in compliance.

Additional Instructions:

Prior to submitting your Petition to Rezone, you will need to arrange for one or more preliminary meetings with the Community Development Director. This meeting is intended to ensure that the proposed application is complete, to answer any questions the applicant may have, discuss meeting schedules and, if applicable, the scope of the required submittals.

Findings for Approval:

The Planning Commission, in formulating its recommendation, and the City Council, in support of its action will make findings of fact based on their responses to the following list of considerations:

- Will the change affect the character of the neighborhoods?
- Would the change foster economic growth in the community?
- Would the proposed change be in keeping with the spirit and intent of the ordinance?
- Would the change be in the best interest of the general public?
- Would the change be consistent with the Comprehensive Plan?

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

More information may be requested by the City of Grand Rapids Planning Commission or City Council, if deemed necessary to properly evaluate your request. The lack of information requested may be in itself sufficient cause to deny an application.



SE 7th St

SE 1st Ave

A

B

C

205

Willow Ln

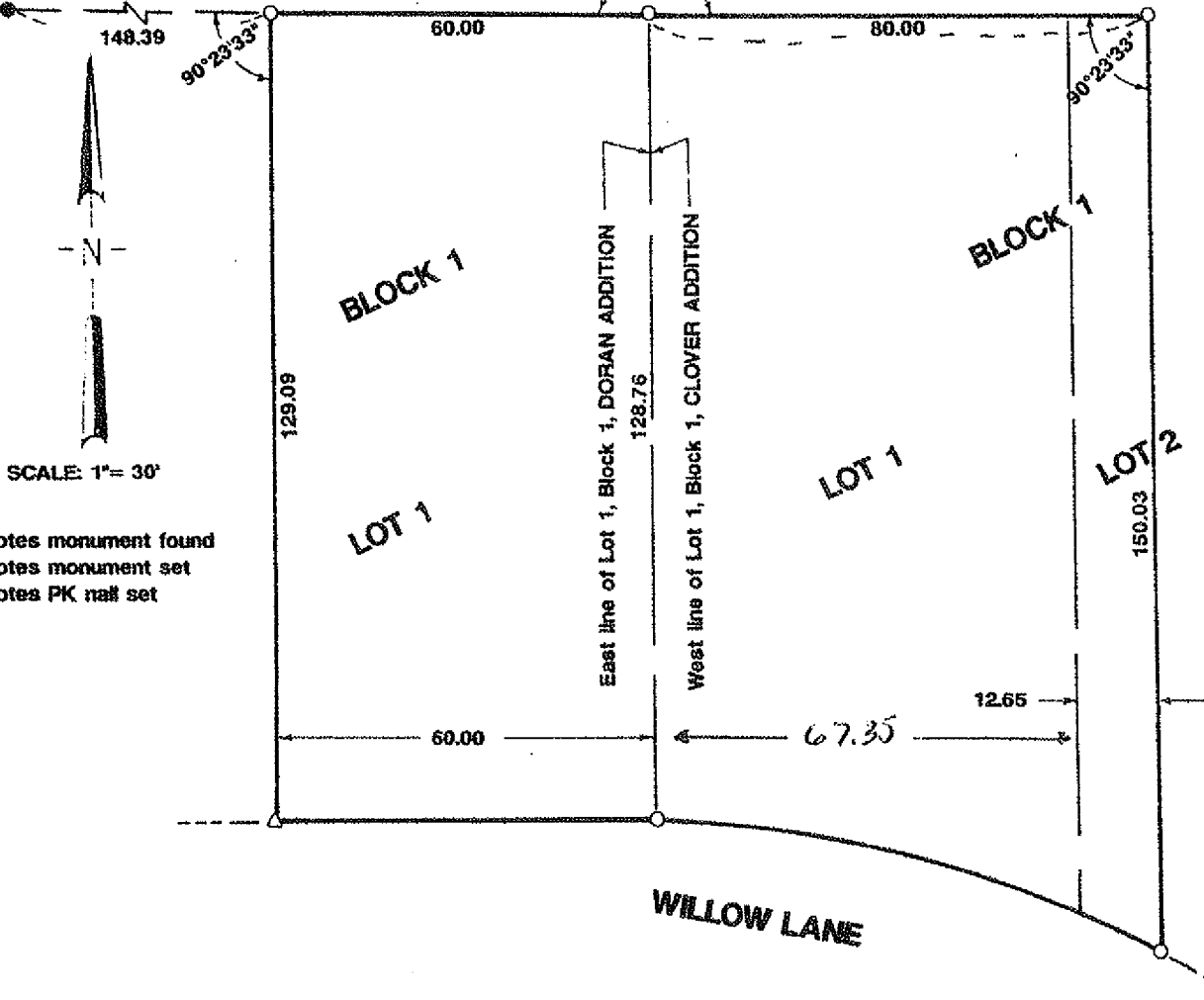
Clover Ln

Certificate of Survey for: DENNIS HERDEGEN

W 1/16 Corner
Sec. 21 and 28
T.55 N. R.25 W.

North line of Block 1, DORAN
ADDITION TO GRAND RAPIDS

North line of Block 1, CLOVER
FIRST ADDITION TO GRAND RAPIDS



- denotes monument found
- denotes monument set
- △ denotes PK nail set

Survey of Lot 1 and the West 12.65 feet of Lot 2, Block 1, CLOVER FIRST ADDITION TO GRAND RAPIDS and the East 60.00 feet of Lot 1, Block 1, DORAN ADDITION TO GRAND RAPIDS, Itasca County, Minnesota.

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

William C. Osufsen
William C. Osufsen FLS 17767

Date 7/20/1991



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0239 **Version:** 1 **Name:** Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map.

Type: Agenda Item **Status:** Passed

File created: 4/18/2012 **In control:** Community Development

On agenda: 4/23/2012 **Final action:** 4/23/2012

Title: Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map by rezoning a 20.5 ft. strip of land located within Block 1, Clover First Addition to Grand Rapids from the established R-1 (One-Family Residential) to GB (General Business).

Sponsors:

Indexes:

Code sections:

Attachments: [Childs REZ Ordinance w-exhibit map 4-23-12](#)

Date	Ver.	Action By	Action	Result
4/23/2012	1	City Council	Approved As Presented	Pass

Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map by rezoning a 20.5 ft. strip of land located within Block 1, Clover First Addition to Grand Rapids from the established R-1 (One-Family Residential) to GB (General Business).

Background Information:

After the public hearing on this matter, the City Council will want to consider the public testimony received and review the recommendation put forward by the Planning Commission.

The Council can accept the recommendation of the Planning Commission, if they are in agreement with it, and adopt the ordinance as prepared, or the Council can make its own findings to support its reasons for approving or denying the proposed rezoning.

The adoption or amendment of any portion of a zoning ordinance which changes all or part of a zoning district from residential to commercial or industrial requires a two-thirds majority vote of the City Council.

Requested City Council Action

Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map by rezoning a 20.5 ft. strip of land located within Block 1, Clover First Addition to Grand Rapids from the established R-1 (One-Family Residential) to GB (General Business), and authorize its publication in summary form.

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

ORDINANCE NO. 12- _____

AN ORDINANCE OF THE CITY OF GRAND RAPIDS, MINNESOTA, APPROVING THE REZONING OF PROPERTY FROM R-1 (ONE-FAMILY RESIDENTIAL) TO GB (GENERAL BUSINESS)

WHEREAS, on April 5, 2012, the Planning Commission approved a motion forwarding a favorable recommendation to the City Council regarding the rezoning of property legally described as,

WEST 20.5 FT of E 54.70 FT OF LOT 2, BLK 1, CLOVER 1ST & 2ND ADDITION TO GRAND RAPIDS, ITASCA COUNTY, MINNESOTA

from its current zoning designation of R-1 (One-family Residential) to GB (General Business), and

WHEREAS, the Planning Commission recommended that lots lines be adjusted to coincide with the requested area to be rezoned, and that if the commercially zoned properties were to be separated from one common owner, a cross-access parking agreement would be recorded against both properties, and

WHEREAS, the City Council conducted a public hearing on that request at their regular meeting on April 23, 2012 and all were heard, and

WHEREAS, the City Council did concur with the recommendations of the Planning Commission, and determined that the rezoning would be in the best interest of the community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA:

That the property legally described above and as shown on the attached "Exhibit A", is rezoned from its current designation of R-1 (One-family Residential) to GB (General Business) based on the following findings of fact;

- The proposed rezoning of 20.5 ft. of land would not have an adverse affect the character of neighboring area.
- The change would foster economic growth, by making the parcels conforming as stand-alone lots; they will afford the parcels more options in the future.
- The change would be in keeping with the spirit and intent of the Zoning Ordinance.
- The change would be in the best interest of the general public.
- That the change would be consistent with the Comprehensive Plan.

This Ordinance shall become effective after its passage and publication.

Adopted by the Council this 23rd day of April, 2012.

Dale Adams, Mayor

ATTEST:

Kim Gibeau-Johnson, City Clerk

Council member _____seconded the foregoing Ordinance and the following voted in favor thereof _____; and the following voted against same _____; whereby the Ordinance was declared duly passed and adopted.

DRAFT



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0228 **Version:** 1 **Name:** CP 2011-6 Public Hearing
Type: Public Hearing **Status:** Passed
File created: 4/16/2012 **In control:** Engineering
On agenda: 4/23/2012 **Final action:** 4/23/2012
Title: A Public Hearing related to CP 2011-6, Horseshoe Lake Road Improvements
Sponsors:
Indexes:
Code sections:
Attachments: [4-23-12 Attachment CP 2011-6 Presentation.pdf](#)

Date	Ver.	Action By	Action	Result
4/23/2012	1	City Council	Open	Pass
4/23/2012	1	City Council	Close	Pass

A Public Hearing related to CP 2011-6, Horseshoe Lake Road Improvements

Background Information:

CP 2011-6, Horseshoe Lake Road Improvements, is a City Initiated public improvement, scheduled within the City's Five Year Capital Improvement Plan (CIP). The project includes the reconstruction of street, storm sewer, street lights, pedestrian trail, and associated appurtenances. There are also special assessments proposed for the benefits received from this project.

Prior to the City Council considering ordering the project and plans and specifications, a public hearing must be conducted. A public hearing has been noticed via mail and newspaper for Monday, April 23, 2012, at 6:00 p.m., in the city hall council chambers.

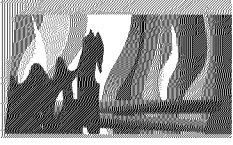
The City Engineers presentation is attached for reference.

Staff Recommendation:

City staff is recommending conducting the public hearing.

Requested City Council Action

Consider conducting the public hearing.



CITY OF
GRAND RAPIDS
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City Project 2011-6

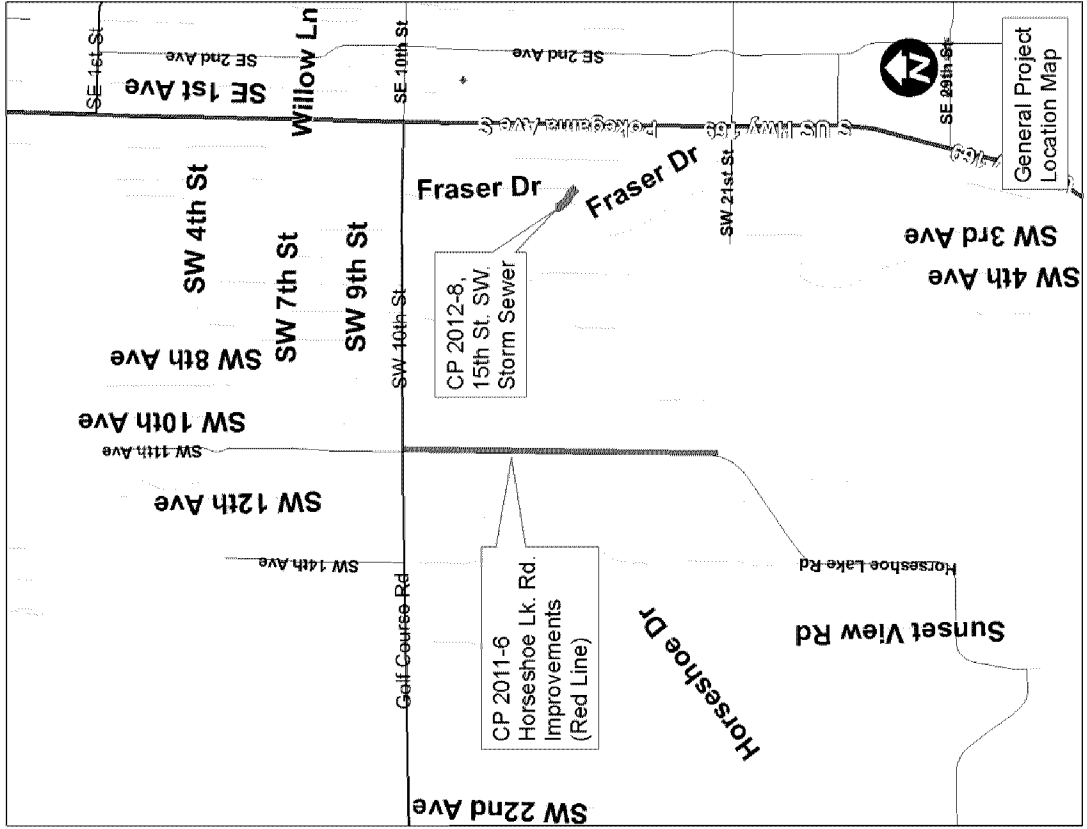
Horseshoe Lake Road

Improvements

And

CP 2012-8, 15th St. SW Storm Sewer

Project Location



The Project is Part of the
5 YR Capitol
Improvement Plan

Why have a 5 Year Capital Improvement Plan?

- City of Grand Rapids owns and maintains 93 miles of streets.
- Typical life of a street is approximately 30 years.
- Simple math tells us the City has to execute the reconstruction, partial reconstruct or overlay of approximately 3 miles of roadway every year to maintain street integrity.
- Having a 5 Year CIP the City can budget and provide consistent funding to maintain the City street network.

Project Description

- Reconstruction of
 - Street
 - Storm Sewer
 - Street Lighting
 - Completion of Horseshoe/Isleview Trail
- Reviewed, but not recommended
 - Water Main
 - Sanitary Sewer Main

Existing Streets

- Since 1986 Horseshoe and Mishawaka Roads have had skin patches according to former Township employee.
- The north 350 feet was reconstructed in 1987 to as part of County project to improve approach grade to Golf Course Road.

Horseshoe North End



Near Horseshoe Drive



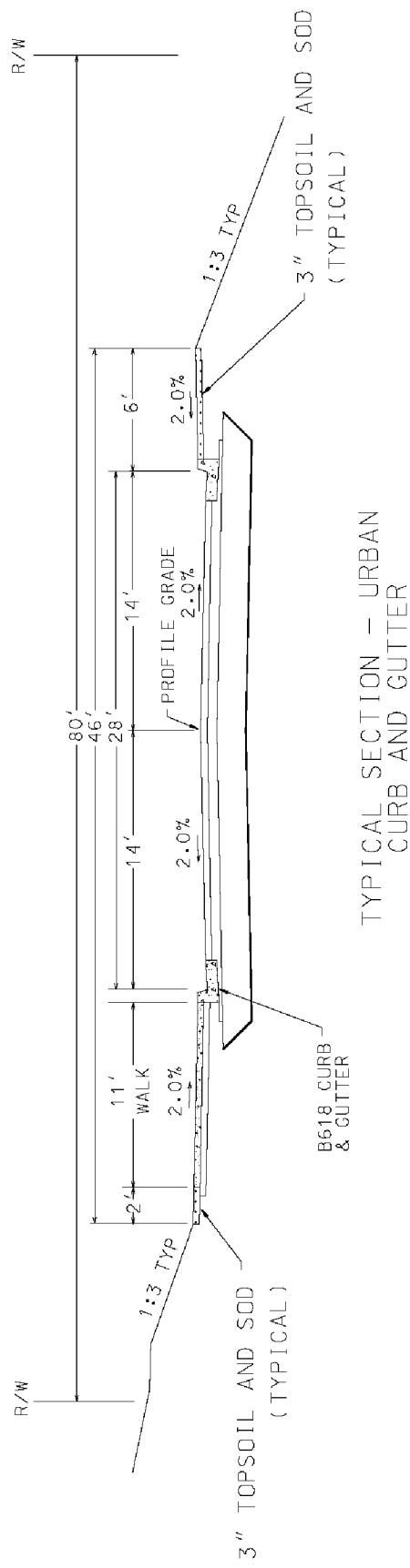
Existing Typical Sections

- Soil Borings were conducted along project corridor
 - 5 inches of bituminous
 - 5 to 8 inches of aggregate base
 - Silty sands (frost susceptible)

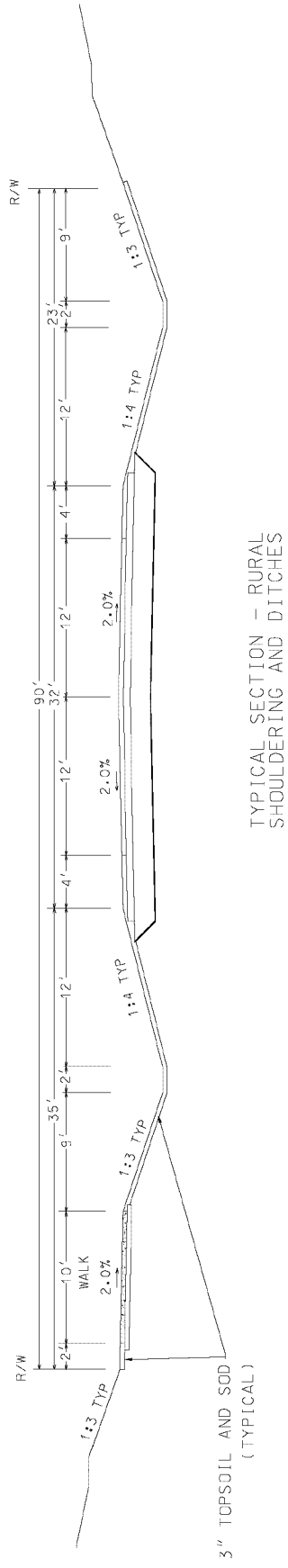
South Collector Box



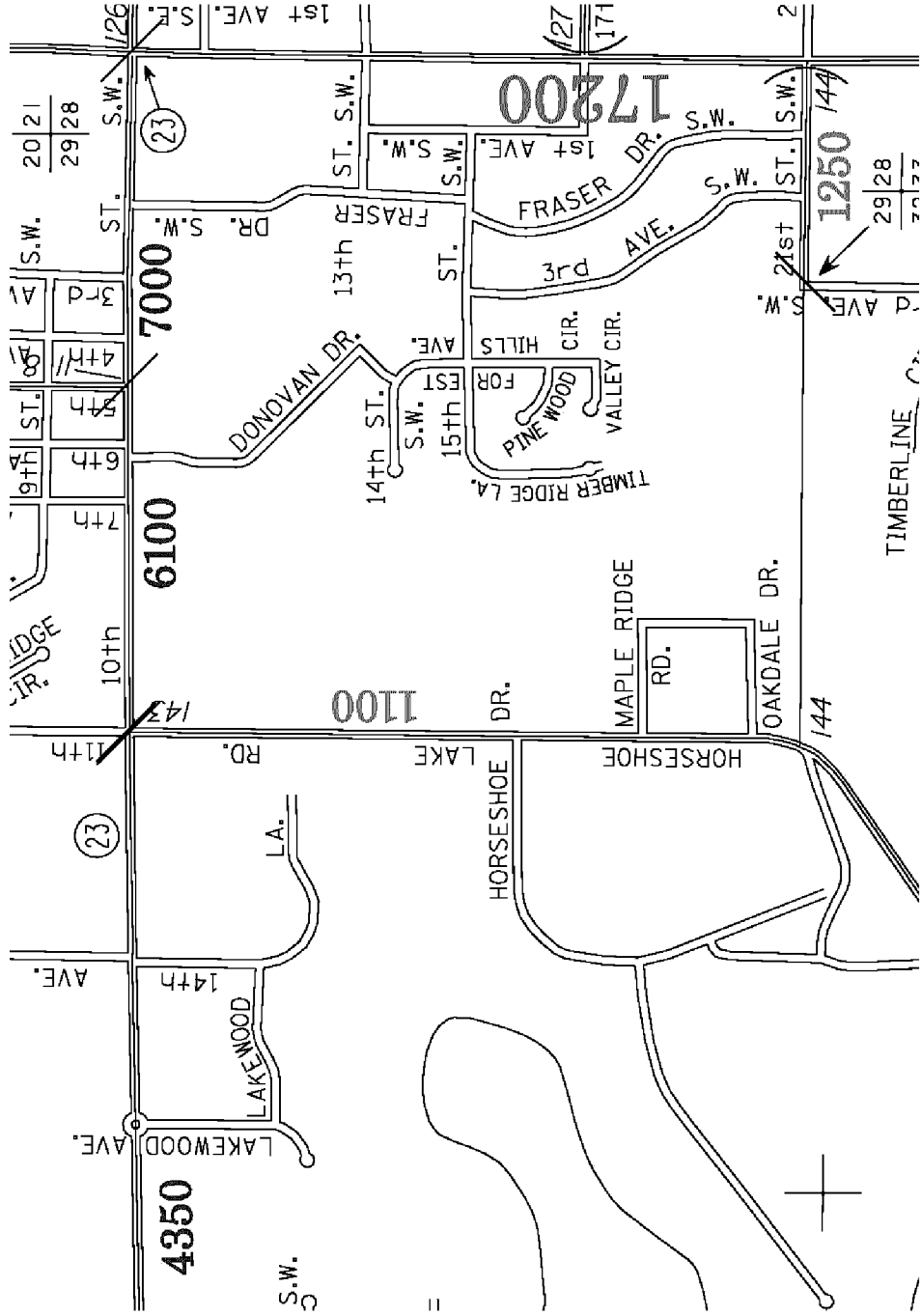
Proposed Typical Section



Versus Rural Typical Section



Existing ADT's



Future ADT's

- Golf Course Road Study
 - Projects that ADT's will reach 3,000

Urban Recommended Because

- Requires 10 feet less in ROW Width
- Disturbs 50' +/- less width than Rural
- Northerly 1,300 feet is zoned Urban Residential which is more conducive to a curb & gutter section
- Part of South Collector Box which is an urban section and provides consistency
- Will handle future Average Daily Traffic better.

Mail Boxes

- Mail boxes will be removed and salvaged
- Centralized location during construction
 - Determined by US Postal Service
- Replaced with new standard posts and existing mailbox

Example of Mail Box



Existing Storm Water











Storm Water Improvements

- Will consist of:
 - Storm sewer mains, leads, and catch basins
 - On the north end run off will be discharged to McGowan pond system
 - On south end run off will continue to run a pre-development run-off rate to wetland on Old Golf Course Road

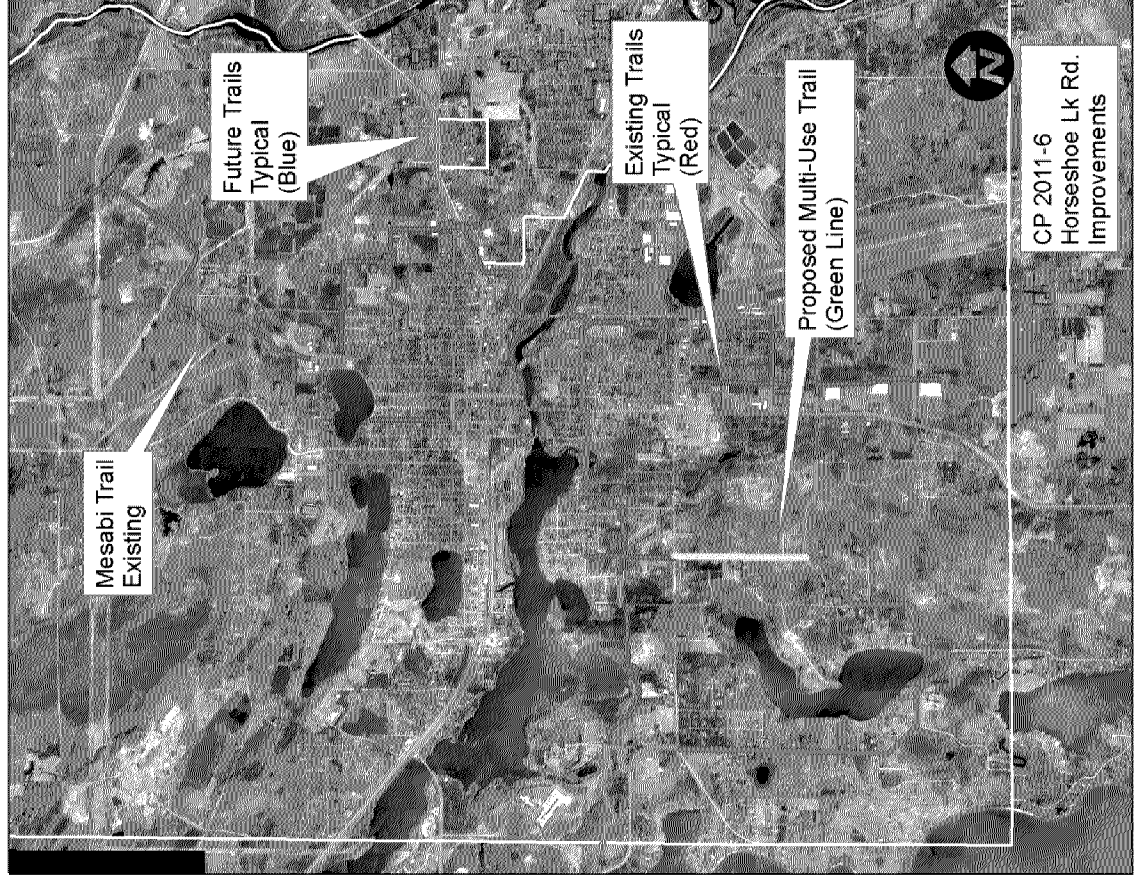
Storm Water North End



Storm Water South End



Trail Master Plan



Research

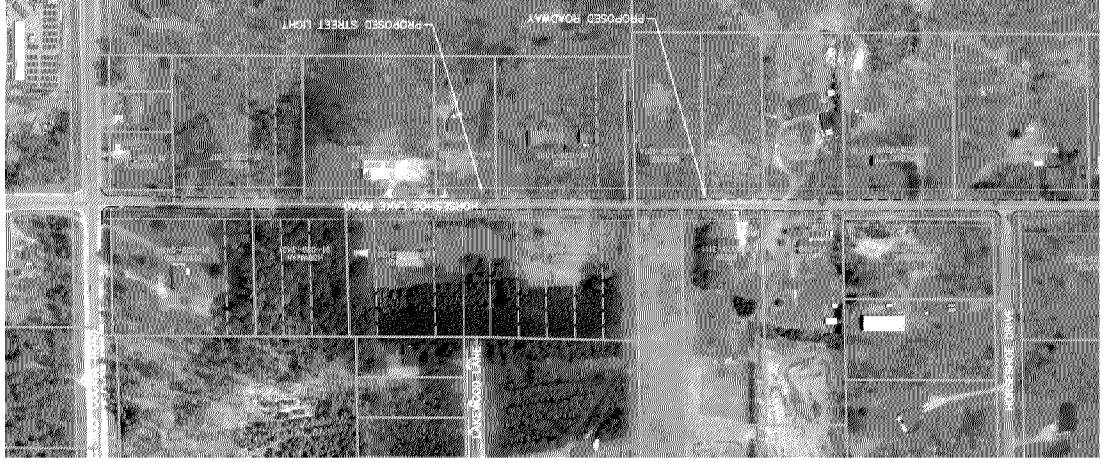
- Just as important as safety is the need for a healthy community. Researching the Hamline and Grand Rapids Area Library research document data bases yielded twenty two documents with the word “sidewalk” or “trail”. Five of the twenty-two addressed benefits of sidewalks/trails related to health. A summary of those research documents follow:

- (Lindsey, 2004) – Determined that *“Walking appears to be the most common activity on most trails, typically followed by bicycling, running, and skating. Fewer than 5% of users surveyed used trails for commuting”*.
- (Wilson, 2004) – In this study the researchers investigated Socioeconomic Status and Perceptions of Access and Safety for Physical Activity. One of the conclusions stated *“use of the trail increased as a function of trail availability. Moreover, concerns about safety did not appear to be a barrier to trail use, because 86.9% of trail users reported feeling very safe when using the trail”*.
- (Powell, 2003) – The author of this research cites *“Efforts to design new and to retrofit old neighborhoods with sidewalks and streets that make them easily walkable and the development of nearby park space would appeal to residents and be beneficial from a public health perspective”*.
-

- Evans-Cowley, 2006) – This study addressed Sidewalk Planning and Policies in Small Cities. The key points of the article were *“People cite lack of pedestrian connectivity, distance to destination, and lack of time as reasons for not walking. Many people do not walk because sidewalks, if available do not lead to destinations. The pedestrian plan should address critical gaps in the pedestrian network, including those near schools and transit stops. Where feasible, sidewalks should be included as part of every road construction, reconstruction, intersection improvement, and traffic calming project. The benefits of pedestrian-friendly neighborhoods-where people can walk to work, schools, parks, and other destinations-enhance small cities as their sidewalk plans and policies are implemented over time.”*

- (Addy, 2004). The summary of this research document states *“Interventions to increase environmental supports for physical activity should target proximal locations-such as private recreational facilities, parks, playgrounds and sports fields-as well as adequate lighting and the presence of convenient, nearby opportunities for physical activity”* .

Street Lights - North



Street Lights - South



Reconstruction Summary

- Reconstruction addresses storm water drainage issues
- Allows trail to be tight against road minimizing ROW and disturbance limits.
- Defines South Collector Box
- Minimizes speeding by confining traffic
- Accommodates growth in traffic and transition in development densities.

Not Recommended Water and Sanitary Sewer



Opinion of Assessments for Sanitary and Water

Csmarich	\$96,023.89
Eischens	\$51,920.70
GR Baptist Church	\$47,899.85
Houwman	\$34,100.51
Illies	\$47,292.34
Keller	\$47,752.93
Shank	\$22,039.83

Other ways to be served in future



Wat/San Continued



Project Cost

Item	Cost
Construction	1,566,472
10% Contingency	156,647
Engineering	313,294
Legal/Publishing	4,000
Administration	31,329
Cost of Issuance	62,659
Land/Wetland	120,000
CP 2012-8, 15 th St. Strm.	136,152
Total Project Cost	\$2,390,554

Project Funding

Funding Source	Amount
Assessments	124,410
Storm Water Utility	50,000
MSAS	1,184,967
PIR	400,000
GO Bonding	631,177
Total Funding	2,390,554

Project Funding 101

- The City Bonds to Pay for Projects
- In order to Bond the City must assess a minimum of 20%.
- The City can assess less than 20% when the project is reconstructing a street and not changing the street width, or it is a “safety” improvement.
- When assessing property the value of the property must increase, at a minimum, the amount of the assessment.
- The City must also be consistent in the calculation of assessments from class of property to class of property.
- Residential properties must be assessed the same from project to project.
- Non-residential properties must be assessed the same from project to project.

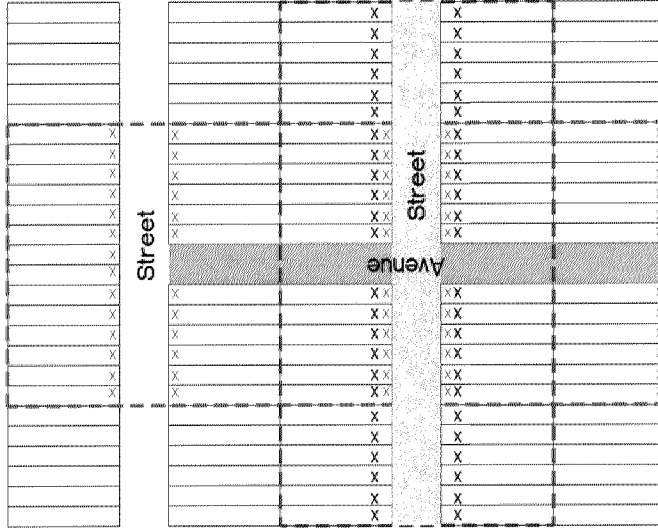
Street Assessments 101

- Residential street reconstruction assessments are based on a typical 32' wide street in urban zoned areas and 28' wide in rural zoned areas.
- 30% of a typical street project cost is assessed to the benefiting properties.

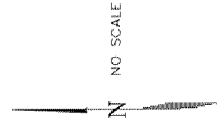
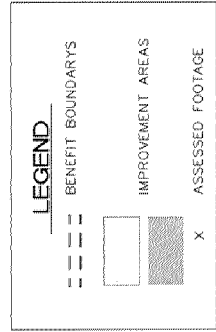
What is Assessed?

- STREET ONLY
- You are not assessed for
 - Trail
 - Street Lights
 - Storm Sewer

TYPICAL BENEFIT BOUNDARY



NOTE: THIS FIGURE IS MEANT TO SHOW THE GENERAL WAY IN WHICH IMPROVEMENTS WILL BE ASSESSED, BUT A PROJECT BY PROJECT ANALYSIS SHOULD BE MADE TO DETERMINE THE ACTUAL BENEFITTING AREA.



How is assessable footage calculated?

- Assessable footage is typically the narrower dimension of a parcel of property
- The longer parcel footage is utilized when the parcel can be subdivided into multiple lots.
 - 200' road frontage
 - 1.5 acres

Benefit Area



Lot Sizes

- Urban Residential
 - 70' Min. Width
 - 8,400 Square Feet Min. Size
- Rural Residential
 - 200' Min. Width
 - 1.5 Acres Min. Size (65,340 S.F.)

Assessments Urban Residential

City Project 2011-6
 Horseshoe Reconstruct
 Residential Urban and Rural Assessments
 Opinion of Cost

Residential Urban

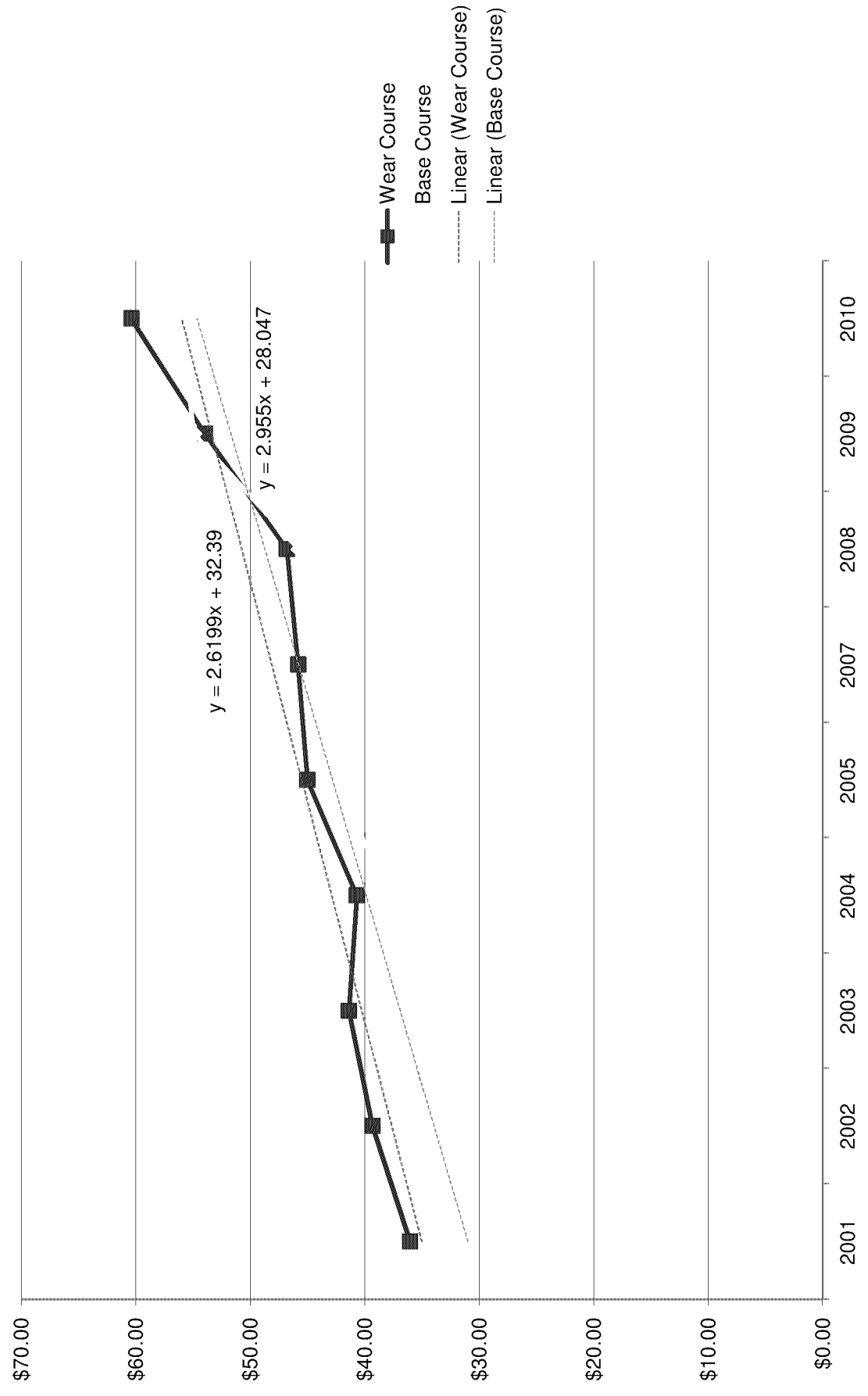
Street Assessment Calculation									
Description	Unit	Quantity	Total Quantity	Opinion of Unit Price	Opinion of Cost				
Residential TCI									
Total Length of Project	LF	4003.00							
Standard 32' Wide Street									
Remove Curb & Gutter	LF	2.00	8006	\$2.50	\$20,015				
Remove Bituminous Pav	SY	3.22	12890	\$3.00	\$38,669				
Sawcut Bituminous	LF/LF	0.21	853	\$4.00	\$3,411				
Common Excavation	CY/LF	0.65	2594	\$7.50	\$19,455				
Aggregate Base Class 5	CY/LF	0.65	2594	\$20.00	\$51,879				
Mobilization	LS	0.00	1	\$3,642.00	\$3,642				
Contractor Staking	LS	0.00	1	\$3,642.00	\$3,642				
B618 Concrete Curb & C	LF/LF	2.00	8006	\$12.00	\$96,072				
Type 61 Bituminous We	TON/LF	0.19	741	\$65.00	\$48,136				
Type 31 Bituminous Bas	TON/LF	0.53	2130	\$60.00	\$127,776				
4" Concrete Sidewalk w/	SF/LF	0.56	2226	\$4.00	\$8,903				
Traffic Control	LS	0.00	1	\$3,642.00	\$3,642				
Sod, Type Lawn (include	SY/LF	1.33	5336	\$3.50	\$18,676				
			Residential TCI Cost		\$443,916				
			Non Construction Cost		\$189,621				
			Total Project TCI Cost		\$633,537				
			30% Assessed		\$190,061				
			Total Assessable Footage		17531.14				
			Residential Rate per Foot		\$10,8413				

Assessment Rural Residential

Residential Rural

Street Assessment Calculation								
Description	Unit	Quantity Per LF	Total Quantity	Opinion of Unit Price	Opinion of Cost			
Residential TCI								
Total Length of Project in feet	4003.00							
Standard 28' Wide Street								
Remove Curb & Gutter	LF	0.00	0	\$2.50	\$0			
Remove Bituminous Pavement	SY	3.11	12449	\$3.00	\$37,348			
Sawcut Bituminous	LF/LF	0.21	853	\$4.00	\$3,411			
Common Excavation	CY/LF	0.56	2222	\$7.50	\$16,662			
Aggregate Base Class 5 (road)	CY/LF	0.56	2222	\$20.00	\$44,433			
Mobilization	LS	0.00	1	\$2,255.00	\$2,255			
Contractor Staking	LS	0.00	1	\$2,255.00	\$2,255			
B618 Concrete Curb & Gutter	LF/LF	0.00	0	\$12.00	\$0			
Type 61 Bituminous Wear Course	TON/LF	0.28	1121	\$65.00	\$72,855			
Type 31 Bituminous Base Course	TON/LF	0.35	1401	\$60.00	\$84,063			
4" Concrete Sidewalk w/4" aggregate	SF/LF	0.00	0	\$4.00	\$0			
Traffic Control	LS	0.00	1	\$2,255.00	\$2,255			
Sod, Type Lawn (includes 3" topsoil)	SY/LF	0.67	2682	\$3.50	\$9,387			
			Residential TCI Cost		\$274,924			
			Non Construction Cost		\$117,435			
			Total Project TCI Cost		\$392,359			
			30% Assessed		\$117,708			
			Total Assessable Footage		17531.14			
			Residential Rate per Foot		\$6.7142			

Bituminous Price Trends



How do Assessments Get Paid?

- When Project is complete you will receive a final assessment notice.
- You have 30 days to pay all or a portion of your assessment with no interest.
- If you elect to not prepay, assessments are then spread over 15 years and will appear on your property tax statement.
- Interest last three years has been 2.62%, 2.32%, and 2.19%

Assessment Annual Payments

Terms of 15 years, 3.5% annual interest

- \$2,500 equals \$ 217.06 /Year
- \$5,000 equals \$ 434.13 /Year
- \$7,500 equals \$ 651.19 /Year
- \$10,000 equals \$ 868.25 /Year

Project Schedule

Feasibility Report to council	April 9, 2012
Neighborhood Meeting	March 19, 2012
Public Hearing	April 23, 2012
Order Plans & Specifications	April 23, 2012
Approve Plans and Advertise for Bids	June 11, 2012
Open Bids	July 10, 2012
Award Contract	July 23, 2012
Construction	August, 2012 – June 2012
Final Assessments	Fall, 2013

Questions



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0229 **Version:** 1 **Name:** CP 2011-6, Order Project
Type: Agenda Item **Status:** Passed
File created: 4/16/2012 **In control:** Engineering
On agenda: 4/23/2012 **Final action:** 4/23/2012

Title: A Resolution Ordering the Improvement and Plans and Specifications for CP 2011-6, Horseshoe Lake Road Improvements.

Sponsors:

Indexes:

Code sections:

Attachments: [4-23-12 Resolution CP 2011-6 Order Improvement and Plans and Specs.pdf](#)

Date	Ver.	Action By	Action	Result
4/23/2012	1	City Council	Approved As Presented	Pass

A Resolution Ordering the Improvement and Plans and Specifications for CP 2011-6, Horseshoe Lake Road Improvements.

Background Information:

Upon completion of the public hearing for CP 2011-6, Horseshoe Lake Road Improvements, the City Council can consider a resolution Ordering the Improvement and Plans and Specifications. The resolution is attached. Because this is a city initiated project, it will require a 4/5ths approval vote to move forward.

Staff Recommendation:

City staff is recommending the resolution Ordering the Improvement and Plans and Specifications for CP 2011-6, Horseshoe Lake Road Improvements.

Requested City Council Action

Consider approving the resolution Ordering the Improvement and Plans and Specifications for CP 2011-6, Horseshoe Lake Road Improvements.

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

RESOLUTION NO.12-__

**A RESOLUTION ORDERING IMPROVEMENT OF
AND PLANS AND SPECIFICATIONS FOR THE
HORSESHOE-ISLEVIEW PARTIAL RECONDITIONING
PROJECT 2011-4**

WHEREAS, Resolution 12- of the City Council dated the 9th day of April, 2012, accepted the Feasibility Report for the Horseshoe Lake Road Improvement Project; and

WHEREAS, the reconstruction of street on Horseshoe Lake Road from Golf Course Road to Oakdale Drive, along with the reconstructing storm sewer, street lights, and associated appurtenances along with constructing a pedestrian non-motorized path in the limits described above, are needed; and

WHEREAS, the construction described in the Feasibility Report for the Horseshoe Lake Road Improvement Project is the most cost effective solution; and

WHEREAS, a resolution of the City Council adopted the 9th day of April, 2012, fixed a date of April 23, 2012, for a Council Hearing on the proposed improvement; and

WHEREAS, ten days' mailed notice and two weeks' published notice of hearing was given and hearing was held thereon on the 23th day of April, 2012, at which all persons desiring to be heard were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA:

1. Such improvement is hereby ordered as proposed in accordance with the Feasibility Report and referred to therein.
2. The City Engineer is hereby designated as the City's representative for this improvement and he or his designee shall prepare plans and specifications for the making of such improvement.
3. The City reasonably intends to make expenditures for the Horseshoe Lake Road Improvement Project, City Project 2011-6, and reasonably intends to reimburse itself for such expenditures from the proceeds of debt to be issued by the city in the maximum principal amount of \$2,390,554.
4. The Council shall let the contract for all or part of such improvement, or otherwise as authorized by Minn. Stat. 429.041, subd. 2, no later than April 23, 2014.

Adopted by the Council this 23rd day of April, 2012.

Dale Adams, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0230 **Version:** 1 **Name:** CP 2011-6 Parking
Type: Agenda Item **Status:** Passed
File created: 4/16/2012 **In control:** Engineering
On agenda: 4/23/2012 **Final action:** 4/23/2012
Title: A resolution eliminating parking on Horseshoe Lake Road from Golf Course Road to Oakdale Drive related to CP 2011-6.

Sponsors:

Indexes:

Code sections:

Attachments: [4-23-12 Resolution CP 2011-6 Parking.pdf](#)

Date	Ver.	Action By	Action	Result
4/23/2012	1	City Council	Approved As Presented	Pass

A resolution eliminating parking on Horseshoe Lake Road from Golf Course Road to Oakdale Drive related to CP 2011-6.

Background Information:

Because Horseshoe Lake Road is being constructed to the minimum MSAS width of 28 feet, there will not be room for on-street parking. MSAS rules require a resolution from the City formally eliminating parking on this segment of street. The resolution is attached.

Staff Recommendation:

City staff is recommending the resolution eliminating parking on Horseshoe Lake Road from Golf Course Road to Oakdale Drive.

Requested City Council Action

Consider a resolution eliminating parking on Horseshoe Lake Road from Golf Course Road to Oakdale Drive.

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

RESOLUTION 12-__

**A RESOLUTION RELATED TO PARKING
ON S.A.P. 129-143-002 from CSAH 23 to Oakdale Drive
in the City of Grand Rapids, Minnesota
CP 2011-6**

WHEREAS, the “City”, has planned the improvement of Horseshoe Lake Road, State Aid Route No. 143 from CSAH 23 to Oakdale Drive, in the City of Grand Rapids, Minnesota; and

WHEREAS, the “City” will be expending Municipal Street Aid Funds on the improvements of this Street; and

WHEREAS, this improvement does not provide adequate width for parking on both sides of the street; and approval of the proposed construction as a Municipal State Aid Street project must therefore be conditioned upon certain parking restrictions.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA:

That the “City” shall ban the parking of motor vehicles on Horseshoe Lake Road as shown on the construction plans at all times.

Adopted by the council this 23rd day of April, 2012.

Dale Adams, Mayor

Kim Johnson-Gibeau, City Clerk

Council member _____ seconded the foregoing resolution and the following voted in favor thereof:

; and the following voted against same:



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0243 **Version:** 1 **Name:** CP 2011-6 SLA SEH
Type: Agenda Item **Status:** Passed
File created: 4/18/2012 **In control:** Engineering
On agenda: 4/23/2012 **Final action:** 4/23/2012
Title: A Supplemental Letter Agreement (SLA) with SEH for design/construction engineering services related to CP 2011-6, Horseshoe Lake Road Improvements.

Sponsors:

Indexes:

Code sections:

Attachments: [4-23-12 Attachment CP 2011-6 SEH SLA.pdf](#)

Date	Ver.	Action By	Action	Result
4/23/2012	1	City Council	Approved As Presented	Pass

A Supplemental Letter Agreement (SLA) with SEH for design/construction engineering services related to CP 2011-6, Horseshoe Lake Road Improvements.

Background Information:

Upon the City Council ordering the project and plans and specifications for CP 2011-6, Horseshoe Lake Road Improvements, design and construction engineering services will be required. The City has a Master Engineering Agreement with SEH for these services. The attached SLA authorize the services in accordance with the Master Engineering Agreement.

Staff Recommendation:

City staff is recommending the SLA with SEH for design/construction engineering services related to CP 2011-6, Horseshoe Lake Road Improvements.

Requested City Council Action

Consider approval of the SLA with SEH for design/construction engineering services related to CP 2011-6, Horseshoe Lake Road Improvements.



Supplemental Letter Agreement No. 2011-6

April 18, 2012

Mayor Adams
City of Grand Rapids
420 NE 4th Street
Grand Rapids, MN 55744

RE: Horseshoe Lake Improvements, City Project 2011-6 and
15th St SW Storm Sewer, City Project 2012-8
SLA for Design and Construction Administration

Dear Mayor Adams,

City Project 2014-6 involves the reconstruction of Horseshoe Lake Road from Golf Course Road to Oakwood Drive. Infrastructure being replaced includes: roadway, street lighting, storm sewer and associated improvements. Also included is a new bike trail which will be adjacent to the roadway and connect to the existing trail on both ends of the project.

City Project 2012-8 is the reconstruction of an existing storm sewer main that crosses 15th St SW connecting the McGowen Pond systems

The City Engineer has requested that we prepare this Supplemental Letter Agreement (SLA) for design and construction administration of all of these improvements for your consideration. Our estimated work scope and fee for this project are listed below and are in accordance with the Master Engineering Services Agreement that is in place between the City of Grand Rapids and Short Elliott Hendrickson, Incorporated (SEH).

SEH Work Scope

The services included in this SLA are for design and construction administration as listed in the Master Agreement in place between the City and SEH. However, SEH has previously completed the topographic survey for both projects. SEH has also already completed the design work for the 15th St SW Storm Sewer Project. The fee for these two services will be deducted from the SEH fee total fee as described below.

Project Schedule

Neighborhood Meeting
Feasibility Report to Council
Public Hearing
Council orders plans and specifications

March 19, 2012
April 9
April 23
April 23

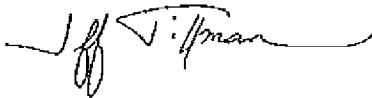
Council considers approval of this SLA	April 23
Council approves plans and specifications and authorizes bid	June 11
Advertise in Herald Review (GR – official newspaper)	June 17, 20
Advertise on MnDOT's website (trade publication)	June 12
Bid opening	July 10
Council considers award of contract	July 23
Construction begins	August 6
Substantial completion	October 31
Final completion	June 15, 2013

Fee Schedule

The fee for design tasks will be as listed in the Master Engineering Services Contract (design fee = 6.5% of low construction bid and construction fee = 7.0% of final construction cost for Municipal-State-Aid-funded projects). The construction estimate for this work as listed in the feasibility report is \$1,702,624.00, which equates to an SEH fee of \$229,854.24. The topographic survey for both projects and the design work for the 15th St SW Storm Project has previously been completed and paid for by the City through the Miscellaneous Services Contract. Therefore that fee (\$6,695.00) will be deducted from the fee mentioned above. Therefore, total SEH fee is estimated at \$223,159.24.

We look forward to working with you on this project. If this SLA is acceptable, please sign in the space provided and return a copy to us. We will then begin work immediately. Please contact us if you have any questions regarding this supplemental letter agreement.

Sincerely,
Short Elliott Hendrickson Inc.



Jeff Tillman, P.E.
Project Manager/Principal



04/18/2012

Robert J. Beaver, P.E.
Office Manager/Principal

Date

City of Grand Rapids Authorization:

Kim Johnson-Gibeau Date
City Clerk

Dale Adams Date
Mayor of Grand Rapids

C: SEH contract file (GRANR 118053)