



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

**CITY COUNCIL MEETING AGENDA**  
**Monday, November 14, 2022**  
**5:00 PM**

**CALL TO ORDER:** Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, November 14, 2022 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

**CALL OF ROLL:**

**ELECTION CANVASS:**

1. Consider adopting a resolution canvassing and declaring the results of the November 8, 2022 City of Grand Rapids Elections.

**PUBLIC FORUM:**

**COUNCIL REPORTS:**

**APPROVAL OF MINUTES:**

2. Approve Council minutes for Monday, October 24, 2022 Regular meeting.

**VERIFIED CLAIMS:**

3. Approve the verified claims for the period October 18, 2022 to November 7, 2022 in the total amount of \$1,543,639.09.

**ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:**

**CONSENT AGENDA:**

4. Consider approving temporary liquor license for IEDC event on December 2, 2022.
5. Consider approving Monitoring Agreement with American Eagle
6. Consider adopting a resolution authorizing a grant application to the IRRR Development Infrastructure Grant program for development infrastructure costs associated with the Arbor Wood project located at 502 W. County Rd. 63, Grand Rapids, MN 55744.
7. Consider authorizing Mayor Christy to sign a Professional Services Proposal with Encompass Inc.-Exterior Repair Design & Bid Phases.
8. Consider awarding a contract for GPZ Garage Door replacement

- [9.](#) Consider an Agreement with Heath Smith to reinstate FTO
- [10.](#) Consider Change Order #002 for IRA Civic Center
- [11.](#) Consider Attachment I to Grant Agreement with DEED for IRA Civic Center.
- [12.](#) Consider approving temporary liquor license for Klockow Brewing event on December 2, 2022.
- [13.](#) Consider a labor agreement with the Public Works Union
- [14.](#) Consider a labor agreement with the Library Union

SET REGULAR AGENDA:

PUBLIC HEARINGS: (scheduled to begin no earlier than 5:30 PM)

- [15.](#) Conduct a Public Hearing approving Tax Abatement related to the IRA Civic Center in the City of Grand Rapids and providing preliminary approval to the issuance of General Obligation Bonds.

FINANCE:

- [16.](#) Consider adopting a resolution approving Property Tax Abatement related to the IRA Civic Center in the City of Grand Rapids and providing preliminary approval to the issuance of General Obligation Bonds.
- [17.](#) Consider adopting a resolution providing for the sale of \$10,000,000 Taxable General Obligation Temporary Bonds, Series 2022A.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR DECEMBER 5, 2022, AT 6:30 PM

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

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 all City 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.

ATTEST: Kimberly Gibeau, City Clerk



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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** November 14, 2022

**AGENDA ITEM:** Consider adopting a resolution canvassing and declaring the results of the November 8, 2022 City of Grand Rapids Elections.

**PREPARED BY:** Kimberly Gibeau

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### BACKGROUND:

On Tuesday, November 8, 2022, the City of Grand Rapids conducted a general municipal election. On the ballot for the election was Mayor, 2 year term and Council members, 4 year terms. Also on the ballot was the City of Grand Rapids question regarding the proposal of a one-half percent (.5%) local sales and use tax. Official results proved that Dale Christy received the plurality of votes cast for the office of Mayor, Tom Sutherland and Molly MacGregor received the plurality of votes cast for the office of Council members, and the answer “Yes” received the plurality of votes cast for the .5% local sales and use tax question.

### REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution canvassing and declaring the results of the November 8, 2022 City of Grand Rapids Municipal General Election.

CITY OF GRAND RAPIDS

I hereby certify that the Canvass Board for the City of Grand Rapid met on the 14<sup>th</sup> day of November, 2022 at the regular City Council meeting, and certified that the following is a list of all persons elected to these offices and question results.

MAYOR	Dale Christy 1100 SW 23 <sup>rd</sup> Avenue Grand Rapids, MN 55744 Telephone Number: 218-259-4668 Term to Expire: 12/31/2024
COUNCIL:	Tom Sutherland 2222 3 <sup>rd</sup> Avenue SW Grand Rapids, MN 55744 Telephone Number: 218-290-4163 Term to Expire: 12/31/2026
COUNCIL:	Molly MacGregor 927 NW 1 <sup>st</sup> Avenue Grand Rapids, MN 55744 Telephone Number: 218-256-3452 Term to Expire: 12/31/2026
QUESTION: "Shall the City of Grand Rapids, Minnesota, ('the City') be authorized to establish a sales and use tax of one-half percent (0.5%) and issue general obligation bonds to which the sales and use tax shall be pledged in an aggregate amount not to exceed \$5,980,000 million, plus the cost of issuing the bonds, for the design and construction of capital equipment, buildings, utilities, and grounds improvements, known as IRA Civic Center Improvements?"	YES

Dated this 14<sup>th</sup> day of November, 2022.

\_\_\_\_\_  
Kimberly Gibeau, City Clerk

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 22-

A RESOLUTION CERTIFYING ELECTION RESULTS

WHEREAS, Dale Christy received the plurality of votes cast for the Office of Mayor; and

WHEREAS, Tom Sutherland and Molly MacGregor received the plurality of votes cast for the Office of Councilmember, where two were to be elected; and

WHEREAS, the answer “Yes” received the plurality of votes cast for the question, “Shall the City of Grand Rapids, Minnesota, (‘the City’) be authorized to establish a sales and use tax of one-half percent (0.5%) and issue general obligation bonds to which the sales and use tax shall be pledged in an aggregate amount not to exceed \$5,980,000 million, plus the cost of issuing the bonds, for the design and construction of capital equipment, buildings, utilities, and grounds improvements, known as IRA Civic Center Improvements?”

NOW, THEREFORE, BE IT RESOLVED, that Dale Christy be certified as Mayor of the City of Grand Rapids, Minnesota, for a term of two years, said term beginning January 1, 2023, expiring December 31, 2024.

BE IT FURTHER RESOLVED, that Tom Sutherland and Molly MacGregor be certified as City Councilmembers for a four year term each, said terms beginning January 1, 2023 to expire December 31, 2026.

BE IT FURTHER RESOLVED, that the City of Grand Rapids shall establish a sales and use tax of one-half percent (.5%).

Adopted this 14<sup>th</sup> day of November, 2022.

\_\_\_\_\_  
Dale Christy, Mayor

ATTEST:

\_\_\_\_\_  
Kimberly Gibeau, City Clerk

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



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**CITY COUNCIL MEETING MINUTES**  
**Monday, October 24, 2022**  
**5:00 PM**

Mayor Christy called the meeting to order at 5:00 PM.

PRESENT: Mayor Dale Christy, Councilor Dale Adams, Councilor Michelle Toven, Councilor Rick Blake, Councilor Tasha Connelly

STAFF: Chad Sterle, John Linder, Steve Schaar, Barb Baird, Will Richter, Kevin Ott, Andy Morgan

**PUBLIC FORUM:**

The following individuals appeared before the Council to present concerns relative to animal control issues, specific to cats.

- Gail Anderson, 21205 Bluebird Drive
- Kayley Schoonmaker, 819 Willow Lane
- Jill Day, 521 NE 9th Avenue
- Allen Ediburg 21225 Birchhill Road
- Ella Cummings, 21281 Blueberry Acres Road
- Lori Hanson, Cohasset, MN
- Amy Cummings, 1702 SE 5th Avenue
- Bill Sacket, 1002 NE 5th Avenue
- Mike Jones, 1107 NW 3rd Avenue
- Samantha Silko, Keewatin

Mayor Christy reads a statement referencing the purpose and practice of the DACF for the record.

COUNCIL REPORTS: No reports.

**APPROVAL OF MINUTES:**

1. Approve minutes for Monday, October 10, 2022 Regular meeting.

Motion made by Councilor Connelly, Second by Councilor Adams to approve Council minutes as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

VERIFIED CLAIMS:

2. Approve the verified claims for the period October 4, 2022 to October 17, 2022 in the total amount of \$1,020,194.97.

Motion made by Councilor Toven, Second by Councilor Blake to approve the verified claims as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

3. Council reviewed and acknowledged minutes for the following meetings:

April 21, 2022 PCA Board  
 September 14, 2022 Library Board  
 September 20, 2022 Golf Board  
 August 11 & 25, 2022 GREDA meetings  
 September 8 & 22, 2022 GREDA meetings

CONSENT AGENDA:

4. Consider adopting a resolution approving Amendment 1 to MNDOT Agreement 1050627A01, CP 2022-1, TH 2 Lighting Project.

**Adopted Resolution 22-93**

5. Consider approving Sale of Miscellaneous Golf Course Assets.
6. Consider adopting a Resolution to accept \$150 donation from Northern Lights Ice LLC, dba Kona Ice of Itasca County to the City of Grand Rapids Fire Department Open House

**Adopted Resolution 22-94**

7. Consider adopting a resolution accepting a \$9,300 grant from the Minnesota Board of Firefighter Training and Education for the Grand Rapids Fire Department.

**Adopted Resolution 22-95**

8. Consider authorizing a grant application to the FAA Airport Terminal Program

9. Consider the appointment of Hospital Security Officers

10. Consider approving amended contracts with Enterprise Fleet Management.

11. Consider adopting a resolution calling for a Public Hearing on Tax Abatement and issuance of Bonds.

**Adopted Resolution 22-96**

12. Consider a labor agreement with the Clerical Union

12a. Consider hiring a Civic Center Maintenance/Warming House attendant employee.

Motion made by Councilor Connelly, Second by Councilor Toven to approve the Consent agenda with the addition of 12a. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

SET REGULAR AGENDA:

Motion made by Councilor Connelly, Second by Councilor Adams to approve the Regular agenda as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

ADMINISTRATION:

13. Consider adopting a Resolution adopting the Itasca County All-Hazard Mitigation Plan.

John Linder, Itasca County Sheriff's Office, presented the Itasca County All Hazard Mitigation Plan and recommended its adoption.

Motion made by Councilor Blake, Second by Councilor Adams to **adopt Resolution 22-97**, adopting Itasca County All-Hazard Mitigation Plan. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

There being no further business, the meeting adjourned at 5:42 PM.

Respectfully submitted:

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



DATE: 11/10/2022  
 TIME: 10:20:22  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 11/14/2022

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
CITY WIDE		
1915248	SHI INTERNATIONAL CORP	1,197.00
T001454	MYRNA K PETERSON	253.72
TOTAL CITY WIDE		1,450.72
SPECIAL PROJECTS-BUDGETED		
2500050	ITASCA COUNTY FAMILY YMCA INC	15,000.00
TOTAL SPECIAL PROJECTS-BUDGETED		15,000.00
ADMINISTRATION		
0718060	GRAND RAPIDS HERALD REVIEW	537.60
1215630	LOREN SOLBERG CONSULTING, LLC	1,600.00
1301020	MADDEN GALANTER HANSEN, LLP	558.05
1309090	SUPERONE FOODS NORTH	37.08
TOTAL ADMINISTRATION		2,732.73
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM SERVICES	105.78
0920060	ITASCA COUNTY TREASURER	269.74
1000068	JK MECHANICAL CONTRACTORS INC	1,420.00
1801555	RAPID PEST CONTROL INC	66.00
1821700	MICHAEL RUSSELL	470.00
1901535	SANDSTROM'S INC	275.49
TOTAL BUILDING SAFETY DIVISION		2,607.01
COMMUNITY DEVELOPMENT		
0718060	GRAND RAPIDS HERALD REVIEW	94.55
0920060	ITASCA COUNTY TREASURER	142.11
TOTAL COMMUNITY DEVELOPMENT		236.66
FINANCE		
1805230	REESE RUBBER STAMP COMPANY	24.95
2018225	TREASURE BAY PRINTING	406.00
TOTAL FINANCE		430.95

DATE: 11/10/2022  
 TIME: 10:20:22  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 11/14/2022

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FIRE		
0118100	ARAMARK UNIFORM SERVICES	27.56
0205725	BETZ EXTINGUISHER COMPANY	40.00
0401804	DAVIS OIL INC	932.19
0513231	EMERGENCY APPARATUS	6,005.48
0601690	FASTENAL COMPANY	23.40
0920059	ITASCA COUNTY SHERIFFS DEPT	8,810.88
0920060	ITASCA COUNTY TREASURER	273.48
1815700	ROSENBAUER MINNESOTA LLC	300.00
	TOTAL FIRE	16,412.99
INFORMATION TECHNOLOGY		
0301420	CALIFORNIA DIGEST TECHNOLOGY	394.00
	TOTAL INFORMATION TECHNOLOGY	394.00
PUBLIC WORKS		
0100046	ASV HOLDINGS INC	219.22
0103325	ACHESON TIRE INC	535.00
0104799	ADVANCED SERVICES INC	1,772.00
0201650	BARGEN INC	50,857.00
0205090	BEACON ATHLETICS LLC	526.00
0221650	BURGGRAF'S ACE HARDWARE	26.99
0301685	CARQUEST AUTO PARTS	95.49
0315455	COLE HARDWARE INC	18.99
0401804	DAVIS OIL INC	1,107.22
0409715	DISPLAY SALES COMPANY	581.60
0415550	DOOR SERVICE INC	149.00
0421125	JOHN P DUBOVICH	828.00
0601690	FASTENAL COMPANY	61.56
0801825	HAWKINSON CONSTRUCTION CO INC	4,725.24
0801836	HAWKINSON SAND & GRAVEL	187.29
0920060	ITASCA COUNTY TREASURER	707.88
1301025	MAKI BODY & GLASS	2,181.97
1301026	MAIN STREET DESIGN INC	4,819.06
1303039	MCCOY CONSTRUCTION & FORESTRY	2,102.55
1415484	NORTHERN LIGHTS TRUCK	11.20
1421700	NUSS TRUCK GROUP INC	477.98
1621125	PUBLIC UTILITIES COMMISSION	2,000.00
1801232	RADKO IRON & SUPPLY INC	224.75
1815915	ROYAL TIRE INC	2,145.60
1901336	ST LOUIS MRO, INC	50.00
1920070	STATE CHEMICAL MFG COMPANY	269.23
2000522	TNT CONSTRUCTION GROUP, LLC	6,733.00

DATE: 11/10/2022  
 TIME: 10:20:22  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 11/14/2022

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
2018560	TROUT ENTERPRISES INC	701.00
	TOTAL PUBLIC WORKS	84,114.82
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	182.13
0601690	FASTENAL COMPANY	1,456.25
0914200	INDUSTRIAL LUBRICANT COMPANY	1,985.25
1901264	SAFETY KLEEN SYSTEMS INC	300.74
	TOTAL FLEET MAINTENANCE	3,924.37
POLICE		
0103325	ACHESON TIRE INC	673.28
0205725	BETZ EXTINGUISHER COMPANY	220.00
0301685	CARQUEST AUTO PARTS	12.18
0405223	MDI	280.00
0409501	JOHN P. DIMICH	4,583.33
0920059	ITASCA COUNTY SHERIFFS DEPT	16,419.60
0920060	ITASCA COUNTY TREASURER	4,239.75
1301025	MAKI BODY & GLASS	2,086.22
1618125	PRAXAIR DISTRIBUTION INC	84.08
1909650	SIRCHIE ACQUISITION CO, LLC	163.85
1920233	STREICHER'S INC	447.68
2000400	T J TOWING	152.00
2112400	ULINE, INC	416.00
	TOTAL POLICE	29,777.97
GENERAL FUND-LIQUOR/CHART GAMB		
1901535	SANDSTROM'S INC	109.49
2301445	WAL-MART STORE #01-1609	4,500.00
	TOTAL	4,609.49
CENTRAL SCHOOL		
0118100	ARAMARK UNIFORM SERVICES	55.73
0218745	ASHLEY BRUBAKER	385.47
0605652	FERGUSON WOLSELEY IND GROUP	813.00
1520350	OTIS ELEVATOR COMPANY	3,203.40

DATE: 11/10/2022  
 TIME: 10:20:22  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 11/14/2022

VENDOR #	NAME	AMOUNT DUE
CENTRAL SCHOOL		
1801555	RAPID PEST CONTROL INC	63.25
	TOTAL	4,520.85
AIRPORT		
0103325	ACHESON TIRE INC	960.00
0121725	AUTOMOTIVE ELECTRIC LLC	110.00
0221650	BURGGRAF'S ACE HARDWARE	138.93
0301685	CARQUEST AUTO PARTS	108.72
0315455	COLE HARDWARE INC	50.39
0504825	EDWARDS OIL INC	947.90
0514145	ENCOMPASS	2,262.11
0920060	ITASCA COUNTY TREASURER	178.52
1605720	PETERSON CONTRACTING	10,000.00
1920240	CHAD B STERLE	70.95
	TOTAL	14,827.52
CIVIC CENTER		
GENERAL ADMINISTRATION		
0118100	ARAMARK UNIFORM SERVICES	121.92
0118230	ARENA WAREHOUSE, LLC	2,659.01
0221650	BURGGRAF'S ACE HARDWARE	111.93
0315495	COMMERCIAL REFRIGERATION	312.00
0920060	ITASCA COUNTY TREASURER	59.82
1201430	LAKE SUPERIOR CUTTING EDGE LLC	135.00
1201730	LATVALA LUMBER COMPANY INC.	35.62
1801613	RAPIDS PRINTING	108.50
1901535	SANDSTROM'S INC	830.89
1920555	STOKES PRINTING & OFFICE	17.99
	TOTAL GENERAL ADMINISTRATION	4,392.68
POLICE DESIGNATED FORFEITURES		
1920233	STREICHER'S INC	2,892.00
	TOTAL	2,892.00
CEMETERY		

DATE: 11/10/2022  
 TIME: 10:20:23  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 11/14/2022

VENDOR #	NAME	AMOUNT DUE
CEMETERY		
0103325	ACHESON TIRE INC	100.00
0221650	BURGGRAF'S ACE HARDWARE	7.99
0401804	DAVIS OIL INC	1,137.00
0920060	ITASCA COUNTY TREASURER	68.90
TOTAL		1,313.89
DOMESTIC ANIMAL CONTROL FAC		
0118100	ARAMARK UNIFORM SERVICES	30.00
0920060	ITASCA COUNTY TREASURER	304.37
1901535	SANDSTROM'S INC	172.62
TOTAL		506.99
GENERAL CAPITAL IMPRV PROJECTS		
MAY MOBILITY		
0801836	HAWKINSON SAND & GRAVEL	240.48
TOTAL MAY MOBILITY		240.48
GR/COHASSET IND PK INFRAST		
0615665	FORUM COMMUNICATIONS COMPANY	620.63
TOTAL		620.63
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-FIRE DEPT		
1301014	MACQUEEN EMERGENCY GROUP	187,487.39
TOTAL CAPITAL OUTLAY-FIRE DEPT		187,487.39
CIVIC CENTER CAPITAL IMP PJT		
IRA CIVIC CENTER RENOVATION		
0205153	BECKER ARENA PRODUCTS INC	117,350.60
0900055	ICS CONSULTING INC	7,536.00
1309495	MINUTEMAN PRESS	1,132.82
1915248	SHI INTERNATIONAL CORP	54,181.82
TOTAL IRA CIVIC CENTER RENOVATION		180,201.24

DATE: 11/10/2022  
 TIME: 10:20:23  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 11/14/2022

VENDOR #	NAME	AMOUNT DUE
2022	INFRASTRUCTURE/ARPA	
	21ST STREET IMPROVEMENTS	
2000522	TNT CONSTRUCTION GROUP, LLC	76,254.04
	TOTAL 21ST STREET IMPROVEMENTS	76,254.04
PIR-PERMANENT IMPRV	REVOLV FND	
	HWY 169 S STREET LIGHTING	
1405530	NEO ELECTRICAL SOLUTIONS LLC	87,495.00
	TOTAL HWY 169 S STREET LIGHTING	87,495.00
STORM WATER UTILITY		
0301685	CARQUEST AUTO PARTS	133.24
0315455	COLE HARDWARE INC	20.98
0401804	DAVIS OIL INC	2,554.83
0514798	ENVIRONMENTAL EQUIPMENT AND	309.47
0920060	ITASCA COUNTY TREASURER	331.92
1200495	L & L RENTAL INC	174.69
1415535	NORTHLAND MACHINES	316.31
1421700	NUSS TRUCK GROUP INC	26,330.00
1621125	PUBLIC UTILITIES COMMISSION	2,200.00
1809154	RICHARD F RYSAVY	240.00
2000522	TNT CONSTRUCTION GROUP, LLC	12,601.00
2300763	WW THOMPSON CONCRETE PRODUCTS	28.80
	TOTAL	45,241.24
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$767,685.66
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0104095	DALE ADAMS	73.75
0113105	AMAZON CAPITAL SERVICES	222.15
0205640	LEAGUE OF MN CITIES INS TRUST	441.93
0218755	CHARLES BRUEMMER	10.74
0301705	CASPER CONSTRUCTION INC	1,000.00
0305530	CENTURYLINK QC	49.18
0315454	TRAVIS COLE	58.00
0418360	DVS RENEWAL	25.00
0605191	FIDELITY SECURITY LIFE	93.50
0701505	JEREMY GAMBILL	58.00
0717988	SHAWN GRAEBER	58.00
0718015	GRAND RAPIDS CITY PAYROLL	529,160.15
0815440	HOLIDAY STATIONSTORES LLC	154.00
0900060	ICTV	37,823.43

DATE: 11/10/2022  
 TIME: 10:20:23  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 7

INVOICES DUE ON/BEFORE 11/14/2022

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0920036	ITASCA COUNTY ATTORNEY OFFICE	13,479.48
0920055	ITASCA COUNTY RECORDER	184.00
1121695	LANCE KUSCHEL	58.00
1201402	LAKE COUNTRY POWER	45.26
1301145	MARCO TECHNOLOGIES, LLC	90.64
1305046	MEDIACOM LLC	136.90
1305725	METROPOLITAN LIFE INSURANCE CO	2,097.59
1309199	MINNESOTA ENERGY RESOURCES	2,721.74
1309302	MN DEPT OF PUBLIC SAFETY	14.25
1309332	MN STATE RETIREMENT SYSTEM	2,184.00
1309335	MINNESOTA REVENUE	10,525.00
1309338	MN STATE TREAS/BLDG INSPECTOR	1,613.99
1321750	MUTUAL OF OMAHA	400.10
1516220	OPERATING ENGINEERS LOCAL #49	113,868.00
1520720	KEVIN OTT	270.48
1601305	THOMAS J. PAGEL	1,023.09
1601750	PAUL BUNYAN COMMUNICATIONS	1,389.91
2000100	TASC	31.50
2000490	TDS Metrocom	648.23
2018555	CHAD TROUMBLY	152.25
2100265	U.S. BANK	1,050.00
2114360	UNITED PARCEL SERVICE	48.57
2209705	VISIT GRAND RAPIDS INC	41,219.34
2301700	WM CORPORATE SERVICES, INC	2,931.07
2305825	WEX INC	3,042.21
T000797	ITASCA COUNTY HABITAT	1,000.00
T001408	JOEL PERRINGTON	500.00
T001456	JBS HOLDINGS LLC	2,000.00
T2001455	ARVIG ENTERPRISES INC	4,000.00

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$775,953.43

TOTAL ALL DEPARTMENTS \$1,543,639.09



CITY OF  
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IT'S IN MINNESOTA'S NATURE

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** November 14, 2022

**AGENDA ITEM:** Consider approving temporary liquor license for IEDC event on December 2, 2022.

**PREPARED BY:** Kimberly Gibeau

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### **BACKGROUND:**

IEDC has submitted an application for a temporary liquor license for December 2, 2022. All documentation and fees have been received.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve temporary liquor license for IEDC for December 2, 2022 event.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM)	Item 4.
10/2	

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> GIS of Northeastern MN 407 S. Pokegama Ave.  Grand Rapids MN 55744	<b>CONTACT NAME:</b> Kathy Gregerson <b>PHONE (A/C No. Ext):</b> (218) 327-1854 <b>E-MAIL ADDRESS:</b> kgregerson@gismn.com	<b>FAX (A/C No):</b> (218) 999-0393
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Itasca Economic Development Corporation 12 NW 3rd St  Grand Rapids MN 55744	<b>INSURER A:</b> Integrity Insurance Co.	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER: 22-23** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BP 2759905	6/6/2022	6/6/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The Liquor Liability would respond from the General Liability policy with \$1,000,000 per occurrence for the event held on 12/02/2022.

<b>CERTIFICATE HOLDER</b> (218) 326-7608  City of Grand Rapids 420 N. Pokegama Ave. Grand Rapids, MN 55744	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Kathy Gregerson/KATHY <i>Kathleen Gregerson</i>
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Minnesota Department of Public Safety  
 Alcohol and Gambling Enforcement Division  
 445 Minnesota Street, Suite 1600, St. Paul, MN 55101  
 651-201-7507 TTY 651-282-6555

Item 4.

**APPLICATION AND PERMIT FOR A 1 DAY  
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization: Itasca Economic Development Corporation Date of organization: August 1981 Tax exempt number: 411413301

Organization Address (No PO Boxes): 12 NW 3rd St. City: Grand Rapids State: MN Zip Code: 55744

Name of person making application: Kayla Swanson - Kayla Swanson Business phone: 218.328.2189 Home phone: 218.259.4234

Date(s) of event: Friday, December 2nd, 2022 Type of organization:  Microdistillery  Small Brewer  
 Club  Charitable  Religious  Other non-profit

Organization officer's name: Tamara Lowney City: Grand Rapids State: MN Zip Code: 55744

Organization officer's name: Bart Johnson City: Grand Rapids State: MN Zip Code: 55744

Organization officer's name: Mike Anger City: Grand Rapids State: MN Zip Code: 55744

Location where permit will be used. If an outdoor area, describe.

Itasca Economic Development Corporation  
 12 NW 3rd St.  
 Grand Rapids, MN 55744

inside the office  
 &  
 sidewalk out front

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

N/A

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

Greater Insurance Services  
 Certificate will be emailed to you!

**APPROVAL**

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

Grand Rapids  
 City or County approving the license  
\$20.00  
 Fee Amount  
 Event in conjunction with a community festival  Yes  No  
11,256  
 Current population of city  
Kimberly Gibeau, City Clerk  
 Please Print Name of City Clerk or County Official

November 14, 2022  
 Date Approved  
December 2, 2022  
 Permit Date  
kgibeau@ci.grand-rapids.mn.us  
 City or County E-mail Address  
Kimberly Gibeau  
 Signature City Clerk or County Official

**CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event**

**No Temp Applications faxed or mailed. Only emailed.**

**ONE SUBMISSION PER EMAIL, APPLICATION ONLY.**

**PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US**



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** November 14, 2022

**AGENDA ITEM:** Consider approving Monitoring Agreement with American Eagle

**PREPARED BY:** Bob Cahill

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### **BACKGROUND:**

Pokegama golf course recently changed fire and burglary monitoring vendors. We are now with local company American Eagle Security Systems as it made more sense to be doing business with a local company, especially when it comes to service issues.

City Administrator Tom Pagel has signed this document as it needed to be signed before the activation of the Fire and Burglary systems could happen.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve the attached Agreement with American Eagle Security Systems for monitoring of Fire and Burglary of the Pokegama Golf Course clubhouse. Installation and annual fees are to be funded by Pokegama Golf Course



SELLER'S NAME:  
American Eagle Security Systems, Inc  
PO Box 5057 Grand Rapids, MN 55744  
Electrical License # TS000053

Item 5.

**SUBSCRIBER'S NAME & MAILING ADDRESS:**

**Pokegama Golf Course  
3910 Golf Course Rd  
Grand Rapids, MN 55744**

**DATED: 10/26/2022  
LOCATION OF SYSTEM:  
3910 Golf Course Rd  
Grand Rapids, MN 55744**

**Standard Commercial Security Agreement**

1. AMERICAN EAGLE SECURITY SYSTEMS, INC. (hereinafter referred to as "AESS" or "ALARM COMPANY") agrees to sell, install, and program at Subscriber's premises and Subscriber agrees to buy, an electronic security and/or fire alarm system, consisting of the following equipment: \_\_\_\_\_  See Attached Schedule of Equipment and Services

Purchase Price of **\$1,955.00** Plus Any Applicable Tax  Down Payment: \_\_\_\_\_  Additional Terms: \_\_\_\_\_  
Approximate date work to begin: \_\_\_\_\_ Estimated date work to be substantially completed: \_\_\_\_\_

**2. DESCRIPTION OF SERVICES:**

Check services provided:

- Monitoring Center Services  Repair Service  Inspection  Remote Subscriber Access  Cameras  Access Control
- Other: \_\_\_\_\_  See Attached Schedule of Equipment and Services

**3. CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included: SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable, [select one option]:**

**Billing shall be:**  Quarter-Annually  Semi-Annually  Annually  Other

**(a) MONITORING CENTER CHARGES: Subscriber agrees to pay AESS:**

- (i) The sum of \_\_\_\_\_ payable in advance for the installation and programming of the software and communication devices if separate from the alarm panel if not already installed.
- (ii) The sum of **\$44.95** per month for the monitoring of the Security System for the term of this agreement.

Check monitoring services provided:

- Monitoring Telco Landline  Monitoring Cellular or Internet  Burglary  Fire  Carbon Monoxide  Temperature
- Environmental  Panic  Supervisory  Other: \_\_\_\_\_

**(b) REMOTE SUBSCRIBER ACCESS / VIDEO STREAMING DATA [VSD] / SURVEILLANCE:**

Subscriber agrees to pay AESS the sum of \_\_\_\_\_ per month for the term of this agreement, for the following services provided:

- Remote Access By Subscriber  Automation  Cloud Service Data Storage and Retrieval
- Other \_\_\_\_\_

**(c) SERVICE (Select i or ii)**

(i) Subscriber agrees to pay AESS on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay AESS for all parts and labor at time of service. Subscriber is not obligated to call AESS for per call service and AESS is under no duty to provide service except its warranty service during warranty period. Service by anyone other than AESS during warranty period relieves AESS of any further obligations under the Limited Warranty.

(ii) Subscriber agrees to pay AESS for a Repair Service Plan for the security equipment the sum of \_\_\_\_\_ per month for the term of this agreement.

**(d) INSPECTION AND TESTING:** Subscriber agrees to pay AESS \_\_\_\_\_ per month for the term of this agreement for inspection and testing service. If this option is selected AESS will make \_\_\_\_\_ inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to insure proper working order. If the system is UL Certified or NFPA code compliant the inspection will comply with UL and NFPA requirements. AESS will notify Subscriber at least 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection tests only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which AESS has no responsibility or liability.

**4. INSTALLER PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF AESS / TITLE TO EQUIPMENT:** Provided Subscriber performs this agreement for the full term, upon termination AESS shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. AESS' signs and decals remain the property of AESS and must be removed upon termination of this Agreement.

**5. TERM OF AGREEMENT / RENEWAL:** The term of this agreement shall be for a period of one year and shall automatically renew annually thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof AESS shall be permitted from time to time to increase all charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. AESS may invoice Subscriber in advance monthly, quarterly, or annually at AESS' option. Unless otherwise specified herein, all recurring charges for 3(a)-(f) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

**6. MONITORING CENTER SERVICES:** Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security and/or fire alarm system, AESS or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department [First Responders] depending upon the type of signal received. Fire alarms are reported to the fire department unless operator believes no fire condition exists at the premises. Once dispatched, fire department response cannot be recalled. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from AESS. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of AESS and are not maintained by AESS, and AESS shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish AESS with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List AESS will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on voicemail, shall be deemed reasonable compliance with AESS' notification obligation. All changes and revisions shall be supplied to AESS in writing. Subscriber authorizes AESS to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Monitoring Center to monitor video or sound then upon receipt of an alarm signal Monitoring Center shall monitor video or sound for so long as Monitoring Center in its sole discretion deems appropriate to confirm an alarm or emergency condition. If Subscriber requests AESS to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay AESS AESS's current hourly labor charge for each such service. AESS may, without prior notice, suspend or terminate its services, in AESS' sole discretion, in event of Subscriber's default in performance of this agreement or in event Monitoring Center facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals. Monitoring Center is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by AESS.

**7. REPAIR SERVICE:** Repair service pursuant to paragraph 3(d)(ii) includes all parts and labor, and AESS shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 8 a.m. and 4 p.m. Monday through Friday, within Item 5. the time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without AESS' written consent.

**8. SUBSCRIBER REMOTE ACCESS:** If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by AESS, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote device supplied by AESS or Subscriber's Internet or wireless connection device which is compatible with AESS' remote services. AESS will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet, over which AESS has no control. The remote services server is provided either by AESS or a third party. AESS shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. AESS shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology or any other established criteria for encryption and AESS shall have no liability for access to the alarm system by others.

**9. WIRELESS AND INTERNET ACCESS CAPABILITIES:** Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. AESS does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, AESS will authorize Subscriber access. AESS is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and AESS shall have no liability for such third party unauthorized access. AESS is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. AESS is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense.

**10. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS:** If Audio / Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. AESS shall be permitted to access and make changes to the system's operation on site and over the internet. AESS shall have no liability for data corruption or inability to retrieve data even if caused by AESS' negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by AESS and AESS has no responsibility for such access or IP address service. If system has remote access AESS is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. AESS shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. AESS has made no representations and has provided no advice regarding the use of audio or video devices, and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.

**11. LIMITED WARRANTY ON EQUIPMENT:** In the event that any part of the security equipment becomes defective, AESS agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of one (1) year from the date of installation. AESS reserves the option to either replace or repair the alarm equipment and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. AESS is not the manufacturer of the equipment and other than AESS' limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. **SUBSCRIBER AGREES THAT THE SYSTEM IS BEING SOLD ON A "WITH ALL FAULTS BASIS" AND SUBSCRIBER ACKNOWLEDGES THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SYSTEM IS WITH THE SUBSCRIBER. EXCEPT AS SET FORTH IN THIS AGREEMENT, AESS MAKES NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO, UNLESS PROHIBITED BY LAW, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND AESS SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES.** AESS does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, fire or otherwise or that the system will in all cases provide the protection for which it is installed. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than AESS. Subscriber acknowledges that any affirmation of fact or promise made by AESS shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on AESS' skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that AESS has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for AESS' breach of this agreement or negligence to any degree under this agreement is to require AESS to repair or replace, at AESS' option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 3(d)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, AESS will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

**12. FIRE ALARMS:** Unless the Schedule of Equipment and Services provides for a fire alarm system to code AESS makes no representation that the fire alarm equipment meets local code requirements or constitutes a fire alarm system as that term is defined by the Authority Having Jurisdiction [AHJ] over fire alarm systems in Subscriber's premises. If a fire alarm system to code is specified in the Schedule of Equipment and Services then AESS will install fire alarm equipment pursuant to AHJ requirements. Subscriber agrees that any equipment required by the AHJ not specified in the Schedule of Equipment and Services shall be an extra to this agreement to be paid for by Subscriber at time the additional equipment is requested.

**13. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:** AESS shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including AESS' negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of AESS, AESS shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber assumes all risk of loss of material once delivered to the job site. Should AESS be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay AESS for such service or material.

**14. TESTING OF SECURITY SYSTEM:** The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the security equipment and to notify AESS if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 3 and 7. AESS shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, AESS shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 48 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 4 p.m. Subscriber agrees to test and inspect the security equipment and to advise AESS of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and AESS fails to repair the security equipment within 48 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to AESS, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by AESS, evidencing that warranty service was requested by Subscriber.

**15. CARE AND SERVICE OF SECURITY SYSTEM:** Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 3(d)(ii) and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without AESS' written consent.

**16. ALTERATION OF PREMISES FOR INSTALLATION:** AESS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in AESS' sole discretion for the installation and service of the security system, and AESS shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

**17. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, internet connection, high-speed broadband DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by AESS.

**18. LIEN LAW:** AESS or any subcontractor engaged by AESS to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with applicable lien laws.

Item 5.

**19. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:** Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless AESS, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by AESS' performance, negligence or failure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against AESS or AESS' subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of AESS, which shall not unreasonably be withheld. AESS shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

**20. EXCULPATORY CLAUSE:** AESS and Subscriber agree that AESS is not an insurer and no insurance coverage is offered herein. The equipment and AESS' services are designed to detect and reduce certain risks of loss, though AESS does not guarantee that no loss or damage will occur. AESS is not assuming liability, and, therefore, Subscriber agrees AESS, shall not be liable to Subscriber or any other third party, and Subscriber covenants not to sue AESS, for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by AESS' breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct.

**21. INSURANCE / ALLOCATION OF RISK:** Subscriber shall maintain a policy of Homeowners' Dwelling and Liability Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured, cover any loss or damage AESS' services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment or AESS' services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. AESS shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against AESS and its subcontractors for loss or damages caused by perils intended to be detected by AESS' services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

**22. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT, EXCEPT FOR AESS' GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF AESS AS A RESULT OF AESS' BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF AESS' OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT AESS' LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE AESS' AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH AESS' INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING, AESS' LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.**

**23. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION:** The parties agree that due to the nature of the services to be provided by AESS, the payments to be made by the Subscriber for the term of this agreement form an integral part of AESS' anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix AESS' actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to AESS, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and AESS shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein.

The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. In any action commenced by AESS against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. **SUBSCRIBER MAY BRING CLAIMS AGAINST AESS ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, IN NASSAU COUNTY, NEW YORK, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED.** The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision, the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Minnesota, except for arbitration which is governed by the FAA and the arbitration rules and agree that any litigation or arbitration between the parties shall be commenced and maintained in the county where AESS' principal place of business is located. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against AESS in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

**24. AESS' RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that AESS is authorized and permitted to subcontract any services to be provided by AESS to third parties who may be independent of AESS, and that AESS shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints AESS to act as Subscriber's agent with respect to such third parties, except that AESS shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to AESS' disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of AESS.

**25. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS:** Subscriber shall notify AESS in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event AESS discovers the presence of suspected asbestos or other hazardous material, AESS shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed. If AESS, in its sole discretion, determines that continuing the work poses a risk to AESS or its employees or agents, AESS may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate AESS for all services rendered and material provided to date of termination. AESS shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall AESS be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

**26. FALSE ALARMS / PERMIT FEES / WITNESS FEES:** Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse AESS for any fees or fines relating to permits or false alarms. AESS shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. In the event Subscriber or any third party subpoenas or summons AESS requiring any services or appearances, Subscriber agrees to pay AESS \$150 per hour for such services and appearances. Subscriber shall reimburse AESS for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

**27. FULL AGREEMENT / SEVERABILITY:** This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

**READ THE TERMS AND CONDITIONS BEFORE YOU SIGN THIS AGREEMENT.**

**SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AT TIME OF EXECUTION.**

**SIGNATURES**

I received and read a filled-in copy of this agreement before signing it. I agree to all its terms.

DocuSigned by:  
Alicia Teichle  
For American Eagle Security Systems, Inc

10/26/2022  
Date

DocuSigned by:  
Tom Cahill  
Signature

Bob Cahill for Pokegama Golf Course  
Printed Name

10/28/2022  
Date



Pokegama Golf Course  
3910 Golf Course Rd  
Grand Rapids, MN  
Bob Cahill, Director  
[bob@pokegamagolf.com](mailto:bob@pokegamagolf.com)

October 11, 2022

### Schedule of Equipment for Security System Upgrades

Qty	Description	Unit Price	Line Total
<b>Upgrade Burglary Alarm System</b>			
1	Honeywell Combination Fire & Burglary Control Panel		
1	Fire Alarm Cellular		
1	New Keypad		
5	New Glassbreak Detectors		
3	New Motion Detectors		
	<b>Total Installed</b>		<b>1,955.00</b>
	<b>Monthly Fire &amp; Burglary Cellular Monitoring Service of \$44.95, Payable Annually</b>		<b>539.40</b>
	This includes the following signals: communication test, alarm, electrical outage, low battery, supervision, and restores		

DocuSigned by:  
*Alissa Tschida*  
10/26/2022  
For American Eagle Security Systems, Inc. Date

DocuSigned by:  
*Tom Pagel*  
10/28/2022  
By: 3809780CE2A74D1... Date



A wholly owned subsidiary of Wright-Hennepin Cooperative Electric Association

Item 5.

**MONITORING AGREEMENT**

This Agreement is made this   10/26/2022  , by and between (WH International Response Center, LLC (“Company”) and (“Subscriber”). Subscriber is sometimes referred to herein as “you” or “your”. Subject to the terms and conditions hereinafter set forth, Company agrees to perform monitoring services (“Services”) for an electronic security alarm signaling system (“System”), as a subcontractor of   American Eagle Security Systems, Inc   (“Dealer”). You understand and agree that your local municipality may require that you obtain a license or permit for the use or monitoring of the System and that you are solely responsible for determining and complying with such obligations.

1. **Termination.** Company may terminate this Agreement at any time upon five (5) days written notice to you.
2. **DISCLAIMER/LIMITATION OF LIABILITY. YOU UNDERSTAND AND AGREE:**

**THAT NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, “REPRESENTATIVES”) IS AN INSURER; THAT YOU CURRENTLY HAVE AND SHALL ALWAYS MAINTAIN INSURANCE COVERING YOU, YOUR FAMILY AND OTHERS WHO MAY BE ON YOUR PREMISES FOR MEDICAL, DISABILITY, LIFE, AND PROPERTY DAMAGE; THAT RECOVERY FOR ALL SUCH LOSS, DAMAGE, COST AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY; AND THAT COMPANY AND REPRESENTATIVES ARE RELEASED FROM ALL LIABILITY DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE, THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM, BREACH OF CONTRACT, EXPRESS OR IMPLIED, BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO OR MALFUNCTION OF FACILITIES NECESSARY TO OPERATE THE SYSTEM, TRANSMIT ANY SIGNAL OR OPERATE ANY MONITORING STATION.**

**YOU FURTHER UNDERSTAND AND AGREE: THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR REPRESENTATIVES FOR ANY LOSS, DAMAGE, COST OR EXPENSE DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE WHICH OCCURS BEFORE OR AFTER THE SIGNING OF THIS AGREEMENT, PRODUCT OR STRICT LIABILITY, BREACH OF WARRANTY, EXPRESS OR IMPLIED, BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR FOR CONTRIBUTION OR INDEMNIFICATION, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1,000.00 COLLECTIVELY FOR COMPANY AND REPRESENTATIVES. IN THE EVENT THAT YOU WISH TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, YOU MAY, AS A MATTER OF RIGHT, OBTAIN A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS HIGHER LIMITATION SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY OR REPRESENTATIVES AS AN INSURER.**

3. **Data Communications.** The System transmits and receives voice, video and data (collectively, “Signals”) *via* some third-party communications equipment and service (e.g., telephone, cable, wireless, radio or satellite). The communications service may access or incorporate the Internet or some other network. Each communications service may be affected or delayed by any number of factors, natural or human. As a result, the transmission and receipt of Signals, regardless of the equipment or communications service used, may be interrupted, circumvented or otherwise compromised. In addition, the System and communications service may not be supervised. Under such circumstances, if the communications service is interrupted by any cause, there will not be any indication of such interruption at the monitoring facility or otherwise unless Subscriber elects to purchase and use any available form of technology designed to detect and report such an interruption at additional cost. If the communications service is incompatible, inoperative or interrupted, Signals will not be received at the monitoring facility or otherwise. You may elect to purchase and use some form of redundant communication equipment or service or some other form of communication service or equipment as part of the System at additional cost. Following installation, you must confirm that the communications equipment, technology and services used to transmit Signals to and from the System are compatible with the System and any monitoring facility, especially when there are changes to such communications equipment or services (e.g., starting, discontinuing, changing, adding or removing any form of equipment or communication services). You also must test the System, equipment and communications service, periodically, and following changes. You acknowledge that the Company is not responsible to provide or pay for the communications services necessary to enable the System to transmit and receive Signals at the monitoring facility. Further, you understand that (i) a two-way voice system enables Company to “listen-in” to your premises; and (ii) video cameras enables Company to view into your premises. You authorize and consent to Company listening-in and viewing and release Company and Representatives for all claims, losses, damages, costs and expenses due to Company listening-in to or viewing your premises.

4. **Waiver of Subrogation.** You hereby waive any rights your insurance company may have to be reimbursed by Company or Representatives for money paid to you or on your behalf.

5. **INDEMNIFICATION.** IF ANYONE OTHER THAN YOU, INCLUDING YOUR INSURANCE COMPANY, ASKS COMPANY OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (I) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, (II) ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY COMPANY OR REPRESENTATIVES, (III) FAILURE OR MALFUNCTION OF THE SYSTEM OR THE MONITORING STATION FACILITIES, (IV) “LISTENING IN” TO COMMUNICATIONS OR AUDIO OR VIDEO RECORDING AT THE PREMISES, (V) PRODUCT OR STRICT LIABILITY, OR (VI) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, YOU AGREE TO PAY (WITHOUT ANY CONDITION THAT COMPANY OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY COMPANY OR REPRESENTATIVES.

6. **Suspension of Service.** Should Dealer default under its contract with Company, or upon termination or suspension of Services for any reason, or if the System becomes a “runaway” system or the System excessively signals Company's monitoring station without apparent reason, you authorize Company to, without limitation, concurrently or consecutively, do any one or more of the following: ignore all signals received from the System, disconnect the System, or render the System incapable of signaling locally or communicating with the monitoring station by deletion of data necessary to operate the System and Company's obligations hereunder are waived automatically without notice to you.

**NOTICES TO SUBSCRIBER. YOU SPECIFICALLY ACKNOWLEDGE AND ACCEPT THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ON THE REVERSE SIDE ARE AN INTEGRAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. READ THE FRONT AND REVERSE BEFORE SIGNING.**

**NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

WH International Response Center, LLC

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

SUBSCRIBER

DocuSigned by:  
Tom Cahill  
Signature

Bob Cahill for Pokegama Golf Course  
Printed Name

3910 Golf Course Rd Grand Rapids, MN 55744  
Address

AL3609  
Account#



7. **False Alarms.** In the event the System is activated for any reason whatsoever, you shall pay, without any right to be reimbursed by Company, all fines, fees, costs, expenses and penalties assessed against you or Company by any court or governmental agency.
8. **Binding Agreement.** This Agreement becomes binding upon Company only when signed or approved by an authorized representative of Company. If there are any additions to the Agreement or any of the printed terms and conditions have been altered, deleted or substituted by other wording, then such approval must come from one of the Company's officers. If there are no such additions, alterations, deletions or substitutions, this Agreement becomes binding on the Company upon the commencement of Services.
9. **Applicable Law.** This Agreement shall be governed by and construed according to the laws of Minnesota.
10. **Place of Suit.** You and Company each irrevocably agree that all claims, actions or proceedings arising out of or from, in connection with, as a result of, related to or as a consequence of this Agreement or the Services (a "Suit") shall be brought exclusively in the state or federal courts located in the district or county where Company's monitoring station is located and you and Company each irrevocably consent to the exclusive jurisdiction of these courts.
11. **Service of Process.** You and Company each authorize and consent to service of process by U.S. mail, certified, return receipt requested, or national overnight courier service (with confirmation of receipt).
12. **WAIVER OF TRIAL BY JURY. YOU AND COMPANY EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY SUIT BROUGHT BY EITHER PARTY.**
13. **Contractual Limitation of Actions.** All Suits against Company or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or said Suit is barred. The time period in this paragraph must be strictly complied with.
14. **Assignability of Agreement.** This Agreement is not assignable by you. This Agreement or any portion thereof is assignable by Company.
15. **Monitoring Service.** Monitoring service consists solely of the calling by telephone of governmental agencies or the telephone number supplied by you in writing ("Proper Authorities") upon receipt of signals transmitted from the System which are codes identified in writing (hereinafter "Listed Codes") or voice communication received from your Premises. No monitoring service shall be rendered for signals received which are not Listed Codes or for voice communication which does not request assistance.
- Notwithstanding anything contained herein to the contrary, you understand and agree that upon receipt of a Listed Code and prior to telephoning any other person or entity, Company may, in its sole and absolute discretion and without any liability, contact or attempt to contact your Premises to verify the necessity to report the receipt of a Listed Code to any other person.
- You understand and agree that Company's efforts to notify Proper Authorities shall be satisfied by advice by telephone to any person answering the telephone at the telephone number(s) provided to Company in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recording of voice or data communications.
16. **Service Information Obligation of Subscriber.** You shall provide the Company complete and accurate information required to perform Services under this Agreement ("Information") in accordance with the Company's policies. Information shall not become available for use until entered into the Company's database, which shall occur not sooner than the next business day after receipt of the Information at the monitoring station. Oral communications shall not be binding on Company.
17. **INTEGRATED AGREEMENT. THIS INSTRUMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN YOU AND COMPANY. NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") WHICH IS NOT EXPRESSED HEREIN. YOU AND COMPANY EACH REPRESENT THAT IT/HE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT WHICH IS NOT EXPRESSED IN THE AGREEMENT.**
18. **Valid Agreement.** Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall remain in full force and effect as valid, binding and continuing.
19. **Modifications.** All changes or amendments to this Agreement must be in writing and signed by you and Company to be binding.
20. **Right to Subcontract.** Company may, in its sole and absolute discretion, subcontract for the provision of Services under this Agreement. You agree that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Company to provide any Service to you, and bind you to said subcontractor with the same force and effect as they bind you to Company.
21. **Authorization to Record Communications.** You acknowledge and agree that Company may record video, wire and oral transmissions or communications and hereby consent and authorize Company to so record all such transmissions or communications between you, your agents, servants, employees or representatives and Company.
22. **MEDICAL EMERGENCY SIGNAL. YOU ACKNOWLEDGE AND AGREE THAT COMPANY'S SOLE RESPONSIBILITY UPON RECEIPT OF A MEDICAL EMERGENCY SIGNAL TRANSMITTED FROM THE SYSTEM IS TO CALL BY TELEPHONE THE MEDICAL ASSISTANCE PROVIDERS AS DIRECTED BY YOU. YOU UNDERSTAND AND AGREE THAT COMPANY AND REPRESENTATIVES ARE HEREBY RELEASED FROM ALL LIABILITY DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY OR REPRESENTATIVES WHICH YOU, OR ANYONE CLAIMING THROUGH YOU, IN ANY WAY MIGHT OR COULD CLAIM AGAINST COMPANY OR REPRESENTATIVES BASED UPON, ARISING OUT OF OR FROM, IN CONNECTION WITH, RESULTING FROM, RELATED TO OR AS A CONSEQUENCE OF COMPANY'S FAILURE OR IMPROPER DISPATCH OF MEDICAL ASSISTANCE PROVIDERS.**
23. **Subscriber as Surety.** You agree to be a surety for the obligations of Dealer to Company including, without limitation, all charges for Services rendered or to be rendered by Company to you, upon written notice to you that Dealer is in default or breach of its agreement with Company.
24. **Subscriber Obligations.** If the business relationship between you and Dealer terminates, or if you sell or no longer occupy the entire Premises, you shall immediately (i) notify Company in writing, and (ii) deprogram the microprocessor in the alarm panel to delete Company's telephone number and account number.
25. **Paragraph Headings.** The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.
26. **Company as Subcontractor.** You understand and agree that (i) the relationship between Company and Dealer is one of independent contractors where Company is a subcontractor of Dealer and not a partner or joint venturer with Dealer, and (ii) Company shall not be liable to you, directly or indirectly, for any liability of Dealer to you.
27. **Electronic Record.** A copy of this Agreement and signatures delivered by facsimile or e-mail shall be originals for all purposes. We may scan or otherwise convert this Agreement and any Information or other written materials into an electronic and/or digital file, which shall be given the same legal force and effect as the original. We may destroy all written documents or other materials once scanned or converted into an electronic or digital file.
28. **Application Use.** If you access or otherwise use the Service through your Smartphone or similar technology (e.g., iphone, Droid, ipad, etc.) (collectively, "Application Use"), you alone (i) are entirely responsible to comply with the terms, conditions and directions for any Application Use and (ii) acknowledge that we do not create any Application Use. For ease of reference, the term "Service" throughout this Agreement includes any Application Use.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** November 14, 2022

**AGENDA ITEM:** Consider adopting a resolution authorizing a grant application to the IRRR Development Infrastructure Grant program for development infrastructure costs associated with the Arbor Wood project located at 502 W. County Rd. 63, Grand Rapids, MN 55744.

**PREPARED BY:** Rob Mattei, Director of Community Development

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### BACKGROUND:

Arbor Wood Co. is a supplier of thermally modified siding, decking and dimensional lumber. The Arbor Wood manufacturing process, which is currently outsourced, uses heat and steam to improve the aesthetics and durability across a range of wood species. Arbor Wood, who has developed their product line in conjunction with the University of Minnesota Natural Resource Research Institute, is at the forefront of the domestic thermally modified wood movement and an advocate for conservation and sustainability.

The proposed project involves a renovation of a 48,000 square foot space in the southeast corner of the former Ainsworth Plant at 502 W. County Road 63 in Grand Rapids by the owner, Voyageur Capital Group (VCG) of International Falls, MN.

The pending renovation of the space by VCG will include: the infill of one existing loading dock, construction of an office and conference room area, restrooms, energy upgrades, roof repairs, exterior painting, mechanical and electrical upgrades, demising wall and sprinkler systems. Tenant Buildout = \$2.0MM

In addition, VCG will connect this space to the sanitary sewer and water service to be provided by the City Infrastructure Project. The cost of this and other site improvements for this project = \$800,000.

Arbor Wood will lease this space from VCG, who is also an investor/owner in Arbor Wood. Arbor Wood will equip their manufacturing operation by the purchase and installation of an: autoclave, milling equipment (optimizer, moulder, end matcher and gang rip saw), dust collection and fork lifts. Total Equipment Budget = \$3.2MM

If awarded to the City, this \$500,000 grant, would be used to reimburse a portion of the project cost for site work construction.

The attached resolution authorizes the application and the City's acceptance of funds, if they are awarded.

**REQUESTED COUNCIL ACTION:**

Make a motion to adopt a resolution authorizing a grant application to the IRRR Development Infrastructure Grant program for development infrastructure costs associated with the Arbor Wood project located at 502 W. County Rd. 63, Grand Rapids, MN 55744.

Councilor \_\_\_\_\_ introduced the following resolution and moved for its adoption:

**City of Grand Rapids, Minnesota  
RESOLUTION NO. 22-\_\_**

**RESOLUTION AUTHORIZING THE CITY OF GRAND RAPIDS TO MAKE APPLICATION TO AND  
ACCEPT FUNDS FROM THE MINNESOTA DEPARTMENT OF IRRR DEVELOPMENT  
INFRASTRUCTURE GRANT PROGRAM**

WHEREAS THE authorizing authority approves of the attached application for the City of Grand Rapids, Minnesota for development infrastructure costs associated with the Arbor Wood project located at 502 W. County Rd. 63, Grand Rapids, MN 55744; and

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

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

Adopted by the Council this 14th day of November, 2022.

\_\_\_\_\_  
Dale Christy, Mayor

ATTEST:

\_\_\_\_\_  
Kimberly Gibeau, City Clerk

Councilor \_\_\_\_\_ 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**  
IT'S IN MINNESOTA'S NATURE

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 11/14/2022

**AGENDA ITEM:** Consider authorizing Mayor Christy to sign a Professional Services Proposal with Encompass Inc.-Exterior Repair Design & Bid Phases.

**PREPARED BY:** Jon Peterson

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### BACKGROUND:

The past summer, Encompass, Inc. investigated water intrusion issues at the Library and provided a written report including a list of recommended repairs (Section 5.0). City staff and the Library Board are recommending hiring Encompass, Inc. to develop bid specifications for items 5.1.1-5.6.1 and obtain bids for recommended repairs at the Library (with the exception of roof replacement). City Council approval is needed for the Mayor to sign a Professional Services Proposal with Encompass, Inc.

### REQUESTED COUNCIL ACTION:

Make a motion to authorize Mayor Christy to sign a professional Services Proposal with Encompass, Inc.-Exterior Façade Repair Design & Bid Phases-for recommended repairs at the Library (with the exception of roof replacement.



October 12, 2022

Will Richter  
Director of Library Services  
Grand Rapids Area Library  
140 NE 2nd Street  
Grand Rapids, MN 55744-2662  
wrichter@ci.grand-rapids.mn.us

Re: **Professional Services Proposal: Exterior Facade Repair Design Phase**  
Grand Rapids Area Library  
140 NE 2nd Street  
Grand Rapids, MN 55744

Dear Mr. Richter:

In accordance with your request, we are pleased to present our proposal to prepare contract design documents and assist with a bid process for proposed repairs to the exterior facade at the Grand Rapids Area Library.

### **SCOPE OF PROPOSED SERVICES**

Encompass, Inc. proposes to provide the following services:

#### **Design Phase**

- Prepare contract repair drawings and specifications for the building repair scope, which can be used to obtain competitive bids from qualified repair contractors.
- Design repair scope will be based on recommendations from the completed Encompass evaluation. The repair scope will not include roof replacement.
- Review available pertinent documents provided by the City of Grand Rapids.
- Document preparation will include engineering services related to referenced plans and specifications.

#### **Bid Management**

- Solicit up to (3) bids from repair contractors.
- Conduct (1) onsite pre-bid meeting with potential bidders.
- Review and analyze the bids received from selected contractors for the repair work and provide a recommendation for the project contractor(s). Attend a virtual meeting to review the bids with the owners.

**COST OF PROFESSIONAL SERVICES**

The cost to prepare contract design documents and assist with a bid process for proposed repairs to the exterior facade the Grand Rapids Area Library will be performed on an hourly basis at the rates listed below and will not exceed **\$10,500**.

This proposal does not include the performing of construction phase administration or observation services; we can provide a proposal for these services at your request.

**BASIS OF PAYMENT**

Basis of Payment for the services outlined above shall be per hour of service rendered at the rates below. In addition to hourly service, all direct project expenses shall be billed at cost. Expenses could include, but not limited to, cost of printing and reproduction of documents and automobile mileage at the rate of \$.625 per mile. Invoicing for professional engineering services will be made monthly. Hourly rates for professional services, by classification, are:

- 1. Principal Engineer \$210.00
- 2. Associate Principal \$195.00
- 3. Senior Project Engineer \$190.00
- 3. Licensed Project Engineer \$180.00
- 4. Degreed Engineer \$165.00
- 5. Senior Construction Consultant \$160.00
- 6. Technician II \$135.00
- 7. Technician I \$120.00

**WARRANTY**

No warranty is implied or intended. Encompass does not warranty the work performed by others. We do not warranty the work of contractors and/or subcontractors.

**LIMITATION OF LIABILITY**

The liability of Encompass (including its employees) for any actions, damages, claims, demands, judgments, losses, costs, or expenses arising out of or resulting from Encompass’ or its employee’s negligent acts, errors, or omissions is limited to an amount equal to the fees paid by Client to Encompass for professional services rendered pursuant to this Proposal, including any claims for contribution or indemnity.

**MOLD DISCLAIMER**

Evaluation and/or abatement of any fungal growth is outside the scope of our proposed services.

**CONSEQUENTIAL DAMAGES**

Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

**MINNESOTA STATUTORY LIEN NOTICE**

- Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

- Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

**ENTIRE AGREEMENT**

Upon Client's acceptance, this Proposal represents and contains the entire agreement and understanding between Encompass and the Client with respect to the subject matter of this Proposal and supersedes any and all prior oral and written agreements and understandings.

**MODIFICATIONS**

The accepted Proposal may be modified only by a written instrument executed by both parties.

Thank you for the opportunity to present this proposal. We will be pleased to review the scope of this proposal with you at your convenience. If this proposal meets with your approval, please indicate your acceptance by signing below and returning one copy to Encompass, Inc. Upon receipt of your acceptance, we will coordinate commencement with you. A City of Grand Rapids contract or purchase order may be provided in lieu of a signed proposal.

Respectfully submitted,

**ENCOMPASS, INC.**



Curt Isernhagen, P.E.  
Principal





**ENCOMPASS, INC.  
PROPOSAL ACCEPTANCE**

**GRAND RAPIDS AREA LIBRARY  
PROFESSIONAL ENGINEERING SERVICES  
EXTERIOR FACADE REPAIR DESIGN & BID PHASES  
PROPOSAL DATED: OCTOBER 12, 2022**

We accept the scope, terms and conditions of this proposal as described herein.

**CITY OF GRAND RAPIDS**

\_\_\_\_\_  
Mr. Dale Christy  
Mayor  
City of Grand Rapids

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

\* A City of Grand Rapids contract or purchase order may be provided in lieu of a signed proposal



**EXTERIOR ENVELOPE REVIEW**

FOR

**CITY OF GRAND RAPIDS  
GRAND RAPIDS AREA LIBRARY BUILDING  
140 NE 2<sup>nd</sup> STREET  
GRAND RAPIDS, MINNESOTA 55744**

Encompass, Inc.  
5435 Feltl Road  
Minnetonka, MN 55343

Project # 22-8040

September 16, 2022

**TABLE OF CONTENTS**

<b><u>Section</u></b>	<b><u>Page(s)</u></b>
Standard of Care	3
Report Body	
Executive Summary	4
Introduction/Background	5
Testing	5 – 7
Observations	7 – 8
Analysis	8 – 9
Recommendations	10 – 11
Photographs	12 – 28

This report has been prepared by:



Ben Sandvig, P.E.  
Project Engineer



Curt Isernhagen, P.E.  
Principal


**STANDARD OF CARE**

The conclusions and recommendations contained herein represent our professional opinions. These opinions were arrived at in accordance with accepted engineering practices at this time and location. No other warranty is implied or intended.

Should additional data become available, our opinions will be subject to amendment to reflect the new information.

**CERTIFICATION**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

Signature:  \_\_\_\_\_

Date: September 16, 2022

Registration Number: 53975

### **EXECUTIVE SUMMARY**

An evaluation of the exterior envelope of the Grand Rapids Library building was conducted by Encompass to review the façade conditions and provide any needed repair recommendations. The exterior components of the building façade, including brick masonry, flashings, sealants, and roofing have been reviewed through onsite observations, to evaluate their condition and performance. Water testing was also conducted at known leak location to determine the source of leaks. Deficient conditions and details have been identified during the onsite observations which are discussed in this report. Areas for potential repair include masonry wall caps, window flashings, and sealants. This report contains the findings from the observations as well as analysis and recommendations for building maintenance and repair.

## **1.0 INTRODUCTION/BACKGROUND**

- 1.1 Encompass, Inc. has performed a review of the exterior envelope at the Grand Rapids Library building to evaluate the current façade conditions. Items for review included the exterior masonry, windows, sealant joints, claddings, lintels, parapets, and flashings. Observations were conducted on site on foot and with ladders. Encompass also conducted water testing at known leak areas to determine the possible leak sources.
- 1.2 Site observations and investigations were conducted on July 26<sup>th</sup>, 2022. Encompass personnel performing the investigations were Ben Sandvig, P.E., Jim Manfred, Senior Technician, and Layo Hernandez, Technician. The following report details the activities and observations recorded during the investigation. Referenced photographs can be found at the end of the report.
- 1.3 The Grand Rapids Library building is a wood-framed and masonry structure that was built in 2000. The building is a single-story structure with exposed interior framing and unique architecture at different areas. The façade primarily consists of brick masonry with aluminum windows and various bumpout features clad with engineered siding. The roofs are low-slope and covered with a membrane.
- 1.4 Water leaks were reported to Encompass at several locations in the building which were reviewed and tested during the site visit.
- 1.5 Overall photos of the building exterior can be found at the end of the report, photos 1 through 3.

## **2.0 TESTING**

- 2.1 Isolated water testing was conducted at several areas where leaking has been reported in the building. The following is a summary of the testing activities.
- 2.2 Bumpout Windows – Water testing was conducted at the front bumpout windows near the main entrance (see photos 1 and 4). Water leaks were reported from the top of the window frames at the interior.
  - 2.2.1 Water spray was applied to the sealant joints above the head of the window in the overhang assembly. Water spray was applied to the vertical, skyfacing joint at the center of the window (see photo 5) and leaks were observed at the interior window framing.
  - 2.2.2 The sealants were typically failed at the center joint and at others. Joint sealant had been applied over older sealant without removing the older sealant, which results in a poorly performing joint (see photo 6). Many joints were debonded and easily removed.
  - 2.2.3 Analysis
    - The failed sealant at the window head assemblies allowed water entry into the overhead framing above the widows. Due to the existing construction,

water that enters the overhead framing will drain into the window assembly and leak into the interior.

- According to the existing details, flashing is installed within the overhang assembly, but the flashing does not have a means to drain to the exterior. See Figure 1 for the original window head and overhang detail.

2.3 Office Window – Water testing was conducted at an office window near the east entrance (see photo 7). Water leaks were reported at the window jambs at the interior, below the operable window unit.

2.3.1 Water spray was applied to the horizontal mullion below the operable window unit. Leaks were observed at the interior window framing after a few minutes of testing (see photo 8).

2.3.2 Analysis

- Water testing at the mullion indicates that there is a seal failure within the window frame assembly. Internal frame seals and/or seals around the operable units are failed. Previous sealant repairs have been attempted at this location which have not resolved the issue.

2.4 Ceiling Leak – Water Testing was conducted around a ceiling leak that was reported near the east entrance (see photo 9). Water dripping from the wood ceiling had been reported by building users, but the exact location was not confirmed.

2.4.1 Water testing was conducted at the facade and roof areas around the ceiling leak for 90 minutes and no interior leaks were detected. Testing areas included the skylights, transition flashings, masonry, roofing, window frames, and soffits.

2.5 Skylights – Water Testing was conducted at the skylights on the main roof. Water leaks have been reported at isolated locations at the skylights by building management in the past, but the most recent leaks were last seen in 2021. Leaks have not been observed or reported in 2022.

2.5.1 Water testing was conducted at two primary areas of the skylights where leaks have been reported in the past, at the center and the east end of the skylight assembly (see photo 10). Water testing consisted of applying water spray to all parts of the skylight in a sequential fashion, starting at the base of the assemblies up to the masonry walls.

2.5.2 Water testing was conducted at the two locations for approximately 60 minutes each and no leaks were detected.

2.5.3 Analysis

- Water leaks have not been observed in the building recently and may not be an active or persistent problem.
- Water stains were observed around the skylight framing from past moisture intrusion.

- The existing sealants are in poor to fair condition at the skylights, with failures noted. Various sealant repairs have been executed at the skylights in the past.
- Existing drawings show a through wall flashing detail at the heads of the skylights which is different than what is currently installed. The current flashings terminate at the wall exterior which rely on a sealant joint that is currently failed (see photo 21). Failed sealants and the existing configurations at the existing flashings could be contributing to moisture intrusion.
- The skylights should be monitored for ongoing issues, and they should be maintained properly to extend their performance.

### **3.0 OBSERVATIONS**

#### **3.1 Brick Façade**

- 3.1.1 The façade primarily consists of red brick masonry units and mortar (see photos 1 through 3 and 11). The masonry is the exterior barrier component of the cavity wall system.
- 3.1.2 Through wall flashings are installed throughout the façade to drain and divert moisture out of the wall assembly (see photo 12).
- 3.1.3 Flashing is typically installed over the brick lintels (see photo 13). Some window and door location did not include a drip edge.
- 3.1.4 Water staining was observed at north facing brick at stem walls above the roof (see photo 14). Water stains were typically located within 10-15 brick courses from the top of the walls. The tops of the brick walls are covered with prefabricated concrete cap panels and flashing. The flashing is installed under the caps and appears to be a copper membrane product. The flashing does not have a rigid drip edge (see photo 15).
- 3.1.5 Generally, the masonry is in good condition with only minor deterioration or damage observed at isolated locations (see photo 16).

#### **3.2 Siding**

- 3.2.1 Horizontal lap siding is installed at the rear of the building in different locations, primarily at the large bumpout features (see photo 2). The siding is an engineered product that is coated. The exterior siding has been replaced recently, according to building management.
- 3.2.2 Wood siding and wood soffits are present at the roof overhangs at all elevations. Minor water stains were noted at some of the exposed wood soffits (see photo 17).

#### **3.3 Windows**



- 3.3.1 Window units are installed at the library building in various, unique configurations. The majority of the windows are curtain wall assemblies constructed with aluminum framing. Seals and joints around the windows and glazing are in fair condition, with some failures observed (see photo 18).
- 3.3.2 Skylights are installed at the top of the south facing roof (see photos 19 and 20). Water testing did not result in any water leaks at the skylights. Sealants at the head flashings were typically failed (see photo 21). Failed sealants and repairs were also typical at various joint locations (see photo 22). The existing drawings show a through wall flashing detail at the adjacent masonry wall, which differs from the current configurations, see Figure 2 and photo 21. Water stains were present at sporadic locations of the framing beneath the skylights (see photo 23) indicating that water intrusion has occurred in the past.

#### 3.4 Sealants

- 3.4.1 Joint sealant is present at the perimeters of the window and door frames. The window/door perimeter sealant was typically deteriorated and was cracking or failed at various locations (see photos 24).
- 3.4.2 Joint sealant was installed at the base of exterior siding at the window heads with no weep or drainage above the window (see photo 25). At some locations this sealant was failed.
- 3.4.3 The sealant at masonry and concrete cap joints was typically in fair condition, with localized failures noted (see photo 26).
- 3.4.4 The joint sealants at metal flashings were typically in poor condition (see photo 27).

#### 3.5 Roof

- 3.5.1 The roofing installed at the library is a green PVC membrane roofing material (see photo 28). The roofing is installed with ridge pieces adhered to the membrane which visually produces a look like a metal roof with seams, and snow guards are also present at the ends of the roof. The existing roofing was reportedly installed to replace the original roof soon after initial construction.
- 3.5.2 Isolated patch repairs were noted at the roof membrane in several locations. Various roofing seams exhibited some minor wear and deterioration (see photo 29), as well as corners and terminations (see photo 30). Water stains, discoloration, and organic growth was also present on the north roof elevations where less sun exposure is lower. No other deficiencies were observed at the membrane.

### **4.0 ANALYSIS**

#### 4.1 Masonry

4.1.1 The existing masonry façade is generally in good to very good condition. The brick units and mortar are typically sound and show very little signs of deterioration. Minor deterioration is present in small, isolated areas as a result of age-related deterioration.

4.1.2 Water stains at the masonry are the result of moisture collection and saturation on the masonry. The saturation has resulted in isolated masonry damage at mortar joints at select areas.

## 4.2 Siding

4.2.1 The panel and lap siding installed at the library is in good condition. Periodic maintenance is required to extend of the life of the installed materials, which has been executed recently with siding replacement.

## 4.3 Sealants

4.3.1 Joint sealants are installed at façade penetrations and joints of dissimilar materials, as well as expansion joints. Joint sealants allow building materials to move differentially while maintaining an exterior seal. Joint sealants provide primary protection at the building façade and, when failed, will not accommodate movement and can lead to moisture intrusion. The existing joint sealants are in poor to fair condition as a result of age-related deterioration. Joint sealants will typically have an expected useful life of 10-15 years.

4.3.2 The heads of windows were typically sealed with no drainage path or weep mechanism (see photo 25). The termination of any façade element such as siding, metal, or brick, where it meets a window or penetration, should have a means to drain water to the exterior.

## 4.4 Windows

4.4.1 The windows appear to be in fair condition and no issues were typically observed with the window units. Adjacent sealants should be repaired and are addressed in the previous section.

4.4.2 The roof skylights are not currently exhibiting any leaks, although they have leaked in the past. No leaks were detected with water testing that was conducted, but signs of water intrusion were noted around the skylights. Deficiencies at the window and adjacent brick flashings may be contributing to moisture intrusion. Monitoring of the skylights may assist to confirm the presence of leak issues.

4.4.3 The sealants at the skylight frames and flashings are at or near the end of their useful life.

## 4.5 Roof

4.5.1 The roofing at the building is generally in fair condition, with localized areas of failure due to wear or material degradation. The expected service life of typical membrane roofing can be expected to be between 20 to 25 years.

## **5.0 RECOMMENDATIONS**

The following repairs are recommended at the library:

### **5.1 Front Windows**

- 5.1.1 In order to allow the wall assembly to drain properly above the window, revise the window head configuration to weep/drain at the window head (see Figure 1). This will require disassembly and modification of the sheet metal coverings and framing above the windows. The sheet metal assembly may also be modified to conceal the exposed sealant joints to extend their lifespan and improve performance.
- 5.1.2 Replace all joint sealant at the windows. Remove all existing joint sealants and install new joint sealants.

### **5.2 Office Window**

- 5.2.1 Disassemble the exterior frame around the operable window units and remove the operable units. Repair the frame seals and zone dams around the operable window units. Repair any flashings around the operable unit framing to seal the window frame and reassemble the window.

### **5.3 Ceiling Leak**

- 5.3.1 No leaks were detected during testing and no repairs can be recommended at this time.

### **5.4 Skylights**

- 5.4.1 Replace all joint sealant at the skylight frames and adjacent flashings.
- 5.4.2 Remove the existing wall/head metal flashing at the skylights. If through wall flashing is present, inspect it for deficiencies and install flashing to lap under it and over the skylight heads. If through wall flashing is not present, install it into the masonry wall and over the skylights.
- 5.4.3 Monitor the skylights for any leaks until repairs can be completed and evaluate them immediately if leaks occur.

### **5.5 Masonry**

- 5.5.1 Remove the existing concrete caps and remove the existing flashings. Install new membrane flashing with a stainless steel, hemmed drip edge at both sides that drains water off the masonry wall. Reinstall the caps and seal the panel joints with sealant and weep ropes.
- 5.5.2 Use a masonry cleaner, power washing, hot water washing, or other means necessary to clean the stained masonry below the concrete wall caps.
- 5.5.3 Install water repellents at the concrete caps and north masonry walls.
- 5.5.4 Perform localized tuckpointing at cracked or damaged locations, estimated to be less than 5% of the façade.

5.6 Sealants

5.6.1 Remove and replace all existing exterior joint sealants at the windows, doors, masonry joints, and wall penetrations. Provide drainage and/or weep mechanisms at façade material transitions as applicable.

5.7 Roof

5.7.1 Roofing replacement should be considered within the next 5 years.



Photograph 1 – The east (front) elevation of the library building.



Photograph 2 – The west elevation of the library building.



Photograph 3 – The north elevation of the library building.



Photograph 4 – Bumpout window assembly near the main entrance.



Photograph 5 – Joint above window head, note failed sealant, testing location is noted by arrow.



Photograph 6 – Failed sealant at joints in the bumpout window overhang assembly.



Photograph 7 – Office window with leaks reported at the interior jamb.



Photograph 8 – Leak location at the office window.





Photograph 9 – Reported leak location at the ceiling near the east entry doors.



Photograph 10 – Water testing location at the skylights.



Photograph 11 – Typical masonry conditions at the north elevation.



Photograph 12 – Typical lintel details at masonry window fenestrations.



Photograph 13 – Water-stained masonry wall (north facing).



Photograph 14 – Water-stained masonry with cracking at bed joint. Moss formation is also noted.



Photograph 15 – Wall cap details showing flashing conditions.



Photograph 16 – Brick crack around through wall flashing details.



Photograph 17 – Water stains at a wood soffit.



Photograph 18 – Cracking sealant at a window assembly.



Photograph 19 – Skylight assembly at the roof.



Photograph 20 – Interior view of skylight assemblies.



Photograph 21 – Failed sealant joints at the skylight wall flashing, no through wall detail is visible with existing wall flashing.



Photograph 22 – Repairs at the skylight joints.



Photograph 23 – Water stains at the wood beam beneath the skylight.





Photograph 24 – Failed sealant at a windowsill joint.



Photograph 25 – Sealant installed at window head/base of siding, with failures observed.



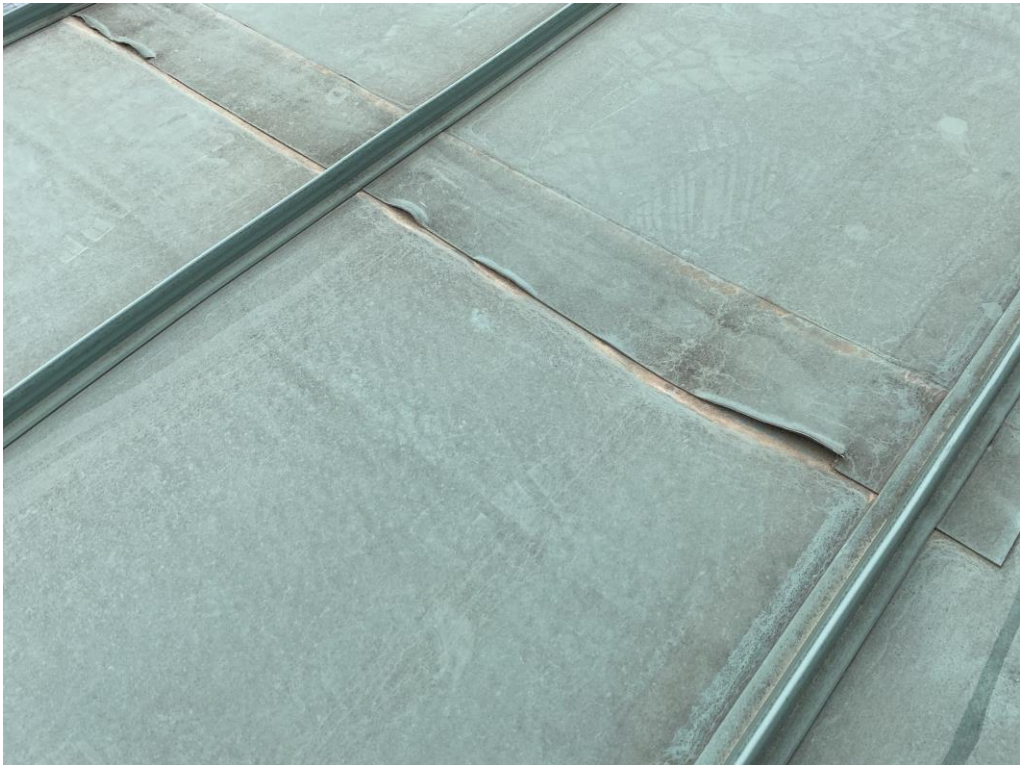
Photograph 26 – Sealant at masonry joints.



Photograph 27 – Failed sealants at metal flashings.



Photograph 28 – Roofing at the south roof elevation.



Photograph 29 – Deteriorated roofing seam location.



Photograph 30 – Roofing at the north roof elevation, with peeled terminations at the corner.

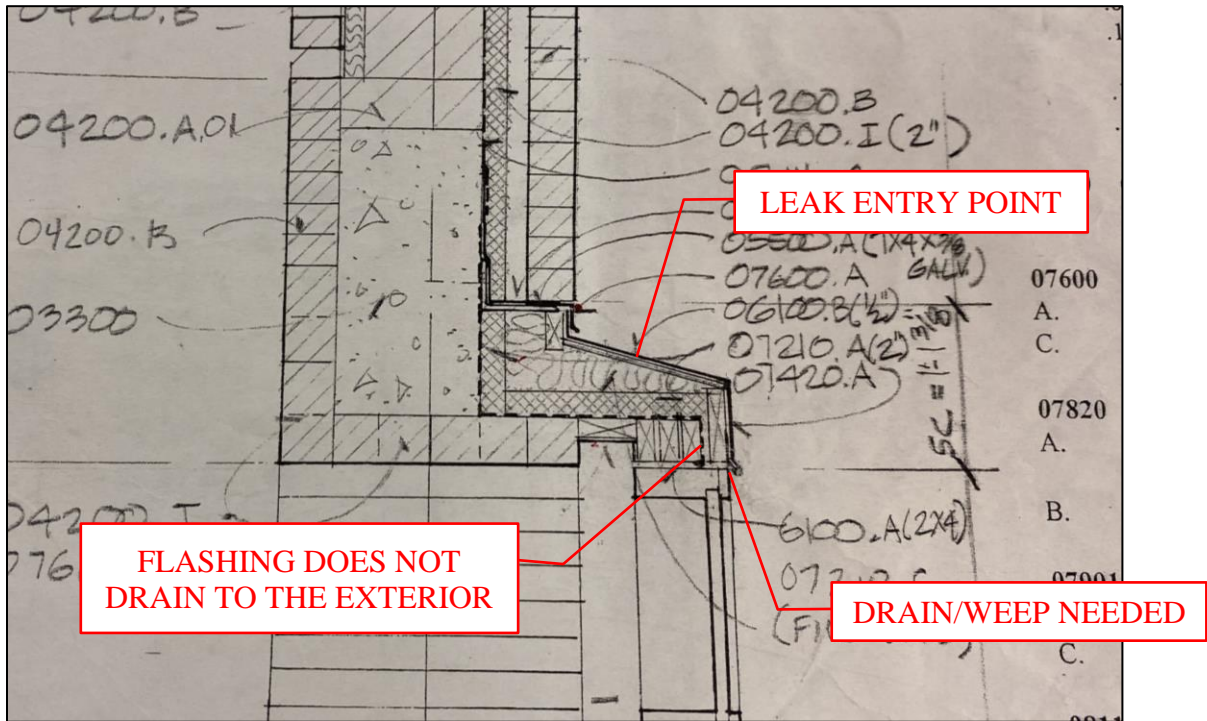


Figure 1 – Original detail at the head of the bumpout windows.

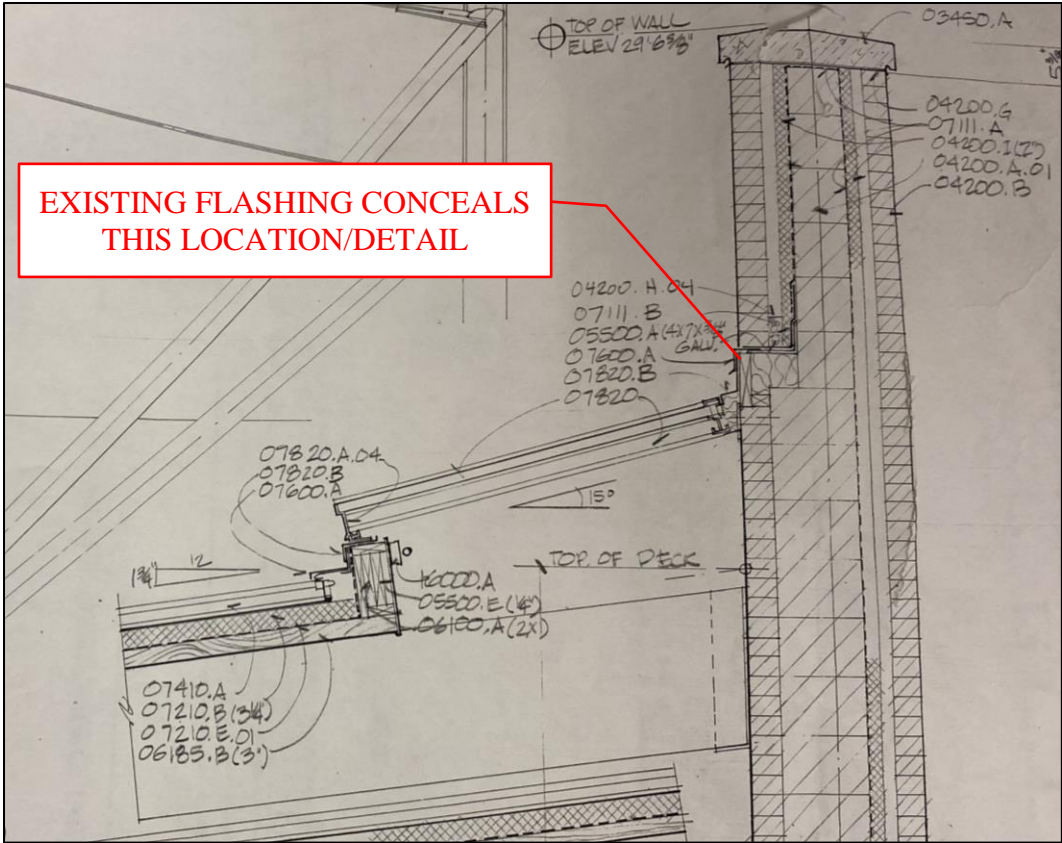


Figure 2 – Original detail at the skylights.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** November 14<sup>th</sup>, 2022

**AGENDA ITEM:** Consider awarding a contract for GPZ Garage Door replacement

**PREPARED BY:** Matt Wegwerth

---

### BACKGROUND:

The overhead doors on the maintenance shop at the GPZ Airport need to be replaced. Two quotes were received for this work.

Peterson Contracting - \$19,800.00

Edwards/LaPlant Construction - \$29,604.00

Staff recommends awarding the project to Peterson Contracting. Project will be funded with CARES monies.

### REQUESTED COUNCIL ACTION:

Make a motion awarding a contract to Peterson Contracting, in the amount of \$19,800, to repair overhead garage doors at the GPZ Airport



1100 Pokegama Avenue South  
 Grand Rapids MN, 55744  
 MN Lic. # 20635290

**PROPOSAL / CONTRACT**

Name: Itasca Co. Airport

Address: 1500 7<sup>th</sup> ave S.E. Grand Rapids

Phone: 218-259-5132 (Everet B.)

It is hereby proposed by Peterson Contracting of Grand Rapids, MN to furnish the materials and perform the labor necessary for the completion of the following:

- Remove and dispose of existing two overhead doors on north end of maintenance building.
- Remove existing mullion between doors and trim opening to create new 20'x12' opening.
- Supply and install new Clopay R-18 commercial door with one row of glass and new opener.
- Does not include concrete work as not known repairs until wall removed.
- Lead time for door 12-14 weeks.
- Proposal does not include taxes or permit costs

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of dollars (\$19,800) with payment to be made as follows: \$10,000.00 down, bal. due upon completion.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work.

Respectfully submitted by: Jeffrey W. Peterson via email 10-6-2022

NOTE: This proposal may be withdrawn by Peterson Contracting of Grand Rapids, MN if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. Peterson Contracting of Grand Rapids, MN is authorized to do the work as specified. Payment will be made as outlined above.

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



**PROPOSAL / CONTRACT**

Name: Itasca Co. Airport

Address: 1500 7<sup>th</sup> ave S.E. Grand Rapids

Phone: 218-259-5132 (Everet B.)

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Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work.

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ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. Peterson Contracting of Grand Rapids, MN is authorized to do the work as specified. Payment will be made as outlined above.

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



# Proposal

Item 8.

**Edwards/LaPlant Construction**  
1868 Glenwood Dr.  
Grand Rapids, MN 55744  
218-326-9935  
Lic. No. BC563011

**Proposal Submitted to:**  
Name City of Grand Rapids - Airport  
Address 420 N Pokegama Avenue  
City Grand Rapids State MN / Zip 55744  
[ebaumgarner@ci.grand-rapids.mn.us](mailto:ebaumgarner@ci.grand-rapids.mn.us)  
Phone (Everett Cell) 218-259-5132

**WE HEREBY PROPOSE TO FURNISH THE MATERIALS AND PERFORM THE LABOR NECESSARY FOR THE COMPLETION OF BUILDING REMODELING TO ACCOMMODATE NEW GARAGE DOOR ACCORDING TO PLANS AND SPECIFICATIONS PROVIDED BY EVERETT**

**ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS PROVIDED BY ENGINEER, AND COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER FOR THE SUM OF [ \$ .00 ] DOLLARS WITH PAYMENTS TO BE MADE AS FOLLOWS:  
DOWN PAYMENT WITH ACCEPTANCE OF PROPOSAL.  
PAYMENTS AS WORK PROGRESSES**

<p>Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate at a rate of \$ 65.00 per hour plus materials. All agreements contingent upon accidents or delays beyond our control. City to carry fire, tornado and other necessary insurance upon above work. Worker's compensation and public liability insurance on above work to be taken out by Aquity Mutual/The Builders Group</p>	<p>Respectfully Submitted: _____ November 4, 2022</p> <p>Note - This proposal may be withdrawn by us if not accepted within 10 days of this date: _____</p>
---	---

<p style="text-align: center;"><b>Acceptance of Proposal</b></p> <p style="text-align: center;">The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.</p> <p style="text-align: center;">Signature _____</p> <p>Date: _____ Signature _____</p>	
---	--

**ALL ITEMS ESTIMATED IN THIS PROPOSAL MEET OR EXCEED STATE/IBC/ENERGY CODE**

**MATERIAL AND/OR LABOR CONSTRUCTION COSTS BY ALLOWANCE INCLUDED IN TOTAL PRICE: (PRICES CAN VARY)**

<b>SITE PLAN AND BUILDING PERMIT</b>	<b>\$ 745.00</b>
<b>ELECTRICAL BY CITY OF GRAND RAPIDS</b>	<b>\$ 0.00</b>
<b>BUILDING MATERIALS I.E. FRAMING LUMBER, FOUR SIMPSON™ HOLDOWN BRACKETS, CONCRETE ANCHORS, WEATHER RESISTANT BARRIER, FASTENERS</b>	<b>\$ 2,183.00</b>
<b>GARAGE DOOR OPENING MATERIALS I.E. TREATED LUMBER TRACK BOARDS, TREATED LUMBER JAMBS, WHITE STEEL JAMB TRIMS, WHITE STEEL J-CHANNEL</b>	<b>\$ 974.00</b>
<b>EXTERIOR WHITE STEEL MATERIALS I.E. STEEL MOLDINGS, STEEL PANELS, FASTENERS, ETC.</b>	<b>\$ 540.00</b>
<b>INTERIOR FINISH MATERIALS I.E. R-21 FIBERGLASS INSULATION, VAPOR RETARDER, WHITE STEEL MOLDINGS, WHITE STEEL PANELS, FASTENERS, ETC.</b>	<b>\$ 613.00</b>
<b>GARAGE DOOR AND OPERATOR WORK AS PER ESTIMATE PROVIDED WITH CLIMATE SEAL</b>	<b>\$ 15,764.00</b>
<b>GENERAL DISPOSAL</b>	<b>\$ 250.00</b>
<b>PORTABLE TOILET (MINIMUM CHARGE, DEDUCIBLE IF FACILITY AVAILABLE ON SITE)</b>	<b>\$ 215.00</b>
<b>CONSTRUCTION LABOR, COORDINATING, AND GENERAL CONTRACTING</b>	<b>\$ 8,320.00</b>
<b>TOTAL</b>	<b>\$ 29,604.00</b>

**ITEMS NOT INCLUDED IN PRICE:**

**SITE SECURITY, SNOW REMOVAL DURING CONSTRUCTION, FUEL SURCHARGE TO HEAT STRUCTURE DURING CONSTRUCTION, MONTHLY ELECTRICAL USAGE FEE DURING CONSTRUCTION, PROTECT EXISTING STRUCTURE FROM WEATHER, ALL EARTHWORK, ALL CONCRETE WORK, ALL EXTERIOR AND INTERIOR WORK OTHER THAN GARAGE DOORS, ALL MECHANICAL SYSTEMS, LIGHT FIXTURES, CEILING FANS, FIRE SPRINKLING SYSTEM, SECURITY SYSTEM, GARAGE EXHAUST FAN, ALL PAINTING, ALL UTILITY FEES, ALL BLACKTOP WORK, ALL LANDSCAPING WORK, FINAL PROFESSIONAL CLEANING**

**OPTIONAL LABOR AND MATERIAL ITEMS AVAILABLE, NOT INCLUDED IN TOTAL PRICE:**

<b>KEYLESS ENTRY PROGRAMMED FOR GARAGE DOOR</b>	<b>ADD \$ 48.00</b>
<b>EXTRA TRANSMITTERS FOR GARAGE DOOR OPERATOR</b>	<b>ADD \$ 39.00 EACH</b>

## SPECIFICATIONS

### Preliminaries:

1. Generate site plan and purchase building permit.
2. City personal to manipulate/remove all material items as needed to perform work.
3. City personal to arrange for all mechanical work, i.e. electrical, etc.
4. City personal to arrange to all site security during construction.

### Demolition and Disposal:

5. Remove two garage door operators and save on site for future installation. Remove and dispose one garage door operator. Remove one 20' x 12' garage door and save on site for future installation. Remove and dispose two 12' x 12' garage doors.
6. Remove and dispose wall steel from exterior side of east wall of structure as needed for remodeling work. Remove and dispose wall steel, framing, and insulation from interior side of east wall of structure as needed for remodeling work.

**East Exterior Wall Framing:** (All treated framing lumber will be treated for ground contact, all 2" x 4" and 2" x 6" lumber will be a #2 and better (S.P.F.) spruce/pine/fir, all 2" x 8" lumber will be #2 and better (H/F) hemlock/fir, all lumber to (S4S) surfaced on all four sides, and white wood to be kiln dried.)

7. Frame new garage door openings with foam sill sealer, 2" x 8" treated lumber sill plates, 2" x 8" studs 16" on center (o.c.), two ply 2" x 8" top plates, multiple framing members at door openings, Simpson™ HDU8-SDS2.5 holdown brackets, ½" x 6" concrete anchors, 2" x 6" treated lumber bottom purlin, 2" x 4" S.P.F. intermediate purlins.  
<https://www.strongtie.com/index.html?source=logo#>  
<https://www.weyerhaeuser.com/woodproducts/>

### Garage Door Jambs and Track Boards, Weather Resistant Barrier and Exterior Wall Steel:

8. Cover remodeled area of structure with Homeguard Drain Wrap™ air infiltration barrier/drainage plane and tape all seams to meet energy code. <http://hgpbp.com/>
9. Apply treated lumber vertical garage door jamb boards and S.P.F. lumber horizontal garage door jamb board. Apply treated lumber vertical garage door track boards and S.P.F. lumber horizontal garage door track board.
10. Install white steel garage door jambs and white steel J-channel as needed to install exterior white wall steel. <https://www.metalsales.us.com/>
11. Install exterior white wall steel with neoprene washered screws ready for city personal to paint.

### Insulation and Interior Wall Steel:

12. Insulate east exterior wall around garage door openings and apply sealed vapor retarder.
13. Install white steel molding on interior side of east wall. Install new white steel on east wall with neoprene washered screws. <https://www.metalsales.us.com/>

**Garage Doors:**

14. Install one new 20' x 12'2" Clopay™ model #3724W1 flush textured steel R-18.4 insulated overhead garage door with three 24" x 8" rectangular insulated glass, torsion springs, reverse angle track, 90mph wind code rating, and climate seal. <http://www.clopaydoor.com/> (Note: Oval glass note available.)
15. Install one 20' x 12' reserved garage door.
16. Install two reserved garage door operators.
17. Optional (not included) keyless entry available programmed for both garage doors. Add \$48.00
18. Optional (not included) extra remote transmitters available. Add \$39.00 each

**General:**

19. Provide daily site clean up and disposal of waste as needed.
20. Coordinate and receive all state/I.B.C. inspection that apply.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 11-14-22

**AGENDA ITEM:** Consider an Agreement with Heath Smith to reinstate FTO

**PREPARED BY:** Tom Pagel, City Administrator

---

### **BACKGROUND:**

City staff is finishing up an agreement, that will be presented to the City Council, at the regular meeting on November 14<sup>th</sup>. This agreement will reinstate FTO hours to Heath Smith.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve an agreement with Heath Smith to reinstate FTO hours.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 11-14-22

**AGENDA ITEM:** Consider Change Order #002 for IRA Civic Center

**PREPARED BY:** Tom Pagel, City Administrator

---

### **BACKGROUND:**

Change Order #002, attached with detail, is related to a design change on the wood trusses. The total additional cost is \$5,665.00.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve Change Order #002 in an amount of \$5,665.00,



**CCO #** Item 10.

ICS  
 104 Park Ave N, Suite 201  
 Park Rapids, Minnesota 56470  
 Phone: (763) 354-2670

**Project:** S19041C - IRA Civic Center- Grand Rapids  
 1401 NW 3rd Ave  
 Grand Rapids, Minnesota 55744

## Contract Change Order #002: CE #003 - PR 1 Modified Truss Heal Connections

<b>CONTRACT COMPANY:</b>	TNT Construction Group, LLC 40 County Road 63 Grand Rapids, Minnesota 55744	<b>CONTRACT FOR:</b>	SC-S19041C-001:Bid Pkg 01 - Glued Laminated Trusses and Wood Decking
<b>DATE CREATED:</b>	11/03/2022	<b>CREATED BY:</b>	Sean Lewis (ICS - Park Rapids, MN)
<b>CONTRACT STATUS:</b>	Pending - In Review	<b>REVISION:</b>	0
<b>REQUEST RECEIVED FROM:</b>	Jon Aamodt	<b>LOCATION</b>	
<b>DESIGNATED REVIEWER:</b>	Sean Lewis (ICS - Park Rapids, MN)	<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>	11/04/2022	<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>REFERENCE:</b>	PR 1 Truss Heal Connections	<b>CHANGE REASON:</b>	Existing Condition
<b>PAID IN FULL:</b>	No	<b>EXECUTED:</b>	No
<b>ACCOUNTING METHOD:</b>	Amount Based	<b>SCHEDULE IMPACT:</b>	0 days
<b>FIELD CHANGE:</b>	No	<b>TOTAL AMOUNT:</b>	\$5,665.00

**DESCRIPTION:**  
 CE #003 - PR 1 Modified Truss Heal Connections  
 See attached PR 1

**ATTACHMENTS:**  
[IRA Civic Ctr CO2- pending.pdf](#) [Modified steel and drafting.pdf](#) [17073.30 - RFP 1 Modified Truss Heal Connection.pdf](#)

**CHANGE ORDER LINE ITEMS:**  
**CCO #002**

#	Cost Code	Description	Type	Amount
1	5--5.01 - Work Scope 01	PR 1 Truss Heal Connections	Other	\$ 5,665.00
<b>Subtotal:</b>				\$5,665.00
<b>Grand Total:</b>				<b>\$5,665.00</b>

The original (Contract Sum)	\$ 3,859,400.00
Net change by previously authorized Change Orders	\$ 4,275.00
The contract sum prior to this Change Order was	\$ 3,863,675.00
The contract sum would be changed by this Change Order in the amount of	\$ 5,665.00
The new contract sum including this Change Order will be	\$ 3,869,340.00
The contract time will not be changed by this Change Order by 0 days	

**ICS**  
 104 Park Ave N, Suite 201  
 Park Rapids, Minnesota 56470

**TNT Construction Group, LLC**  
 40 County Road 63  
 Grand Rapids Minnesota 55744

**City of Grand Rapids**  
 420 North Pokegama Ave  
 Grand Rapids Minnesota 55744

**City of Grand Rapids**  
 420 North Pokegama Ave  
 Grand Rapids Minnesota 55744

DocuSigned by:  
  
**SIGNATURE** **DATE**  
 CD5415... 11/3/2022

DocuSigned by:  
  
**SIGNATURE** **DATE**  
 7146C... 11/3/2022

DocuSigned by:  
  
**SIGNATURE** **DATE**  
 7259662DAE406... 11/4/2022

**SIGNATURE** **DATE** 71

Change Order  
**RLD Company, Inc.**

201 E 20th St, Vancouver, WA 98663  
 (360) 693-5160      FAX (360) 693-8266

<b>CO #</b>	<b>2</b>	<b>Date</b>	October 27, 2022
<b>Job Name</b>	IRA Civic Center	<b>Job Location</b>	Grand Rapids, MN
<b>Quote To:</b>	TNT Construction Group	<b>Phone No.</b>	(208) 326-4184
<b>Attention:</b>	Clay	<b>Email</b>	clay@tnt-cg.com
<b>New Total:</b>	\$ -	<b>Spec Section</b>	None
<b>Description</b>	Added ledger board	<b>Salesman</b>	Dan Haugen

**Inclusions****The following changes have been made to this order:**

Add for modified truss heal connection	\$ 5,150.00
Includes additional steel and anchor bolts	
Additional drafting time due to grid D pilaster not matching struc drawings	\$ 1,200.00

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Please approve change order and fax or email back a copy. RLD company will not proceed with changes until we receive written approval of changes noted above.

Total Amount of Change: \$ 6,350.00

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<b>Terms</b>	TBD	<b>FOB</b>	Jobsite
<b>Comments</b>	Quotation Good for 30 Days		





*TNT Construction Group*

40 County Road 63, Grand Rapids, Minnesota 55744 Phone: 218-326-1881 Fax: 218-326-9296

Proposal/Change order

- Today's Date: 10-26-22
- Proposal submitted to: ICS
- Project name: IRA Civic Center Glu-lam
- Project Location: Grand Rapids MN
- Description of work: CE 002
- Date of drawings: N/A
- Addendums

Proposal Includes,

RLD additional drafting	1200.00
RLD additional steel and anchor bolts	5150.00
TNT O&P and bond @ 10%	635.00

We propose hereby to furnish equipment, material, and labor for the sum of:  
Six Thousand Nine Hundred Eighty Five DOLLARS 00/100 (Bid Total:\$ 6,985.00)

Signed and prepared by: 

Project Manager/Estimator, Clay Witkofsky

[clay@tnt-cg.com](mailto:clay@tnt-cg.com)

218-398-2141 Mobile. 218-326-1881 Office. 218-326-9296 Fax.

Hammerlund Inc. UNION CONTRACTOR

40 County Road 63, Grand Rapids, MN 55744

Web site: <http://hammerlundconstruction.com>

Note: Proposal may be withdrawn if not accepted within \_\_\_\_\_ days.

Acceptance of proposal: Signed \_\_\_\_\_ Date: \_\_\_\_\_

# RFP Request for Proposal



**Project Name** IRA Civic Center - Grand Rapids

**Project No** 017073.30

**Location** Grand Rapids, MN

**Owner** City of Grand Rapids

**Const. Manager** ICS

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within ten days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.


**RFP No** 1

RFP Date	RFP Title
11/2/2022	Modified Truss Heal Connection

### RFP Description

Provide pricing for modified truss heal connection.

### RFP Attachments

- 1  22087-IRA Civic Ctr modified heal connection 2.pdf
- 2
- 3

RFP Cost	RFP Status	RFP Approved Date	RFP Requested By
			<input type="checkbox"/> Owner <input type="checkbox"/> Contractor <input type="checkbox"/> Architect <input type="checkbox"/> Existing Condition





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 11-14-22

**AGENDA ITEM:** Consider Attachment I to Grant Agreement with DEED for IRA Civic Center.

**PREPARED BY:** Tom Pagel, City Administrator

---

### **BACKGROUND:**

The City was awarded \$5 million in State Bonds for improvements at the IRA Civic Center. In order to access the funds the City must approve the attached declaration which restricts the property for 125% of its useful life.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve Attachment I to Grant Agreement with DEED for IRA Civic Center.

Attachment I to Grant Agreement  
State of Minnesota  
General Obligation Bond Financed  
Declaration  
City of Grand Rapids

## Attachment I to Grant Agreement

### State of Minnesota General Obligation Bond Financed DECLARATION

The undersigned has the following interest in the real property located in the County of Itasca, State of Minnesota that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively, the “Restricted Property”):

*(Check the appropriate box.)*

a fee simple title,

a lease, or

an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695, is subject to the encumbrance created and requirements imposed by such statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that certain IRA Civic Center Project between the City of Grand Rapids and the Minnesota Department of Employment and Economic Development, dated \_\_\_\_\_, 2023.

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for 125% of the useful life of the Restricted Property or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget, at which time it shall be released therefrom by way of a written release in recordable form signed by both the Commissioner of Minnesota Department of Employment and Economic Development and the Commissioner of Minnesota Management and Budget, and such written release is recorded in the real estate records relating to the Restricted Property. This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota Management and Budget.

**IN WITNESS WHEREOF**, said Grantor has hereunto set its hands and seals the date and year first above written.

**CITY OF GRAND RAPIDS**

By: \_\_\_\_\_  
Dale Christy, Mayor

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

STATE OF MINNESOTA    )  
  ) SS  
COUNTY OF ITASCA     )

On this \_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public within and for said County and State, personally appeared Dale Christy and Tom Pagel, to me known to be the Mayor and City Administrator, respectively, of the City of Grand Rapids, who acknowledge that they executed the foregoing instrument as their free act and deed.

\_\_\_\_\_  
Notary Public

THIS DECLARATION WAS DRAFTED BY:  
Office of Attorney General  
Suite 300  
400 Sibley Street  
St. Paul, MN 55101-1996

**Exhibit A to Declaration**  
**LEGAL DESCRIPTION OF RESTRICTED PROPERTY**

Those parts of the recorded plat of CHALBERG ADDITION TO GRAND RAPIDS and the Southeast Quarter of the Northeast Quarter (SE ¼ of NE ¼) of Section 17, Township 55 North, Range 25 West of the Fourth Principal Meridian, Itasca County, Minnesota described as follows:

Beginning at the northwest corner of Block 4 of said CHALBERG ADDITION thence on an assigned bearing of South 00 degrees 33 minutes 31 seconds West, along the west line of said CHALBERG ADDITION 297.91 feet to the south line of said CHALBERG ADDITION; thence South 89 degrees 12 minutes 21 seconds East, along last said south line, 409.43 feet; thence North 00 degrees 14 minutes 25 seconds East 74.73 feet; thence South 89 degrees 38 minutes 35 seconds East 296.10 feet; thence South 00 degrees 21 minutes 25 seconds West 563.45 feet to the north line of 14<sup>th</sup> street; thence South 89 degrees 39 minutes 18 seconds East, along last said north line, 318.29 feet to a westerly line of 14<sup>th</sup> street; thence North 00 degrees 15 minutes 24 seconds West along last said westerly line 155.13 feet to the north line of the South Half of the Southeast Quarter of the Northeast Quarter (S ½ of SE ¼ of NE ¼); thence South 89 degrees 15 minutes 13 seconds East along last said north line 291.46 feet to the east line of said SE ¼ of NE ¼; thence North 00 degrees 00 minutes 25 seconds East 329.84 feet to the intersection with the westerly line of State Highway No. 38 right of way; thence North 89 degrees 32 minutes 25 seconds West 17.67 feet along said right of way line; thence North 13 degrees 03 minutes 34 seconds West, along said right of way line, 136.27 feet to the south line of the south 20.00 feet of Lot 2, Block 1 of said CHALBERG ADDITION; thence North 89 degrees 10 minutes 35 seconds West along said south line, 74.52 feet; thence North 00 degrees 00 minutes 25 seconds East, along the west line of said Lot 2, 20.00 feet; thence South 89 degrees 10 minutes 35 seconds East, along the north line of said south 20.00 feet, 69.87 feet to the intersection with the westerly line of State Highway No. 38 right of way; thence North 13 degrees 03 minutes 34 seconds West along said right of way line 16.54 feet; thence northerly 79.35 feet along a tangential curve concave to the east having a chord bearing of North 05 degrees 54 minutes 24 seconds West and a radius of 317.84, to the intersection with the south line of the northerly 50.00 feet of Block 1 and Block 2 of said CHALBERG ADDITION; thence North 89 degrees 09 minutes 28 seconds West, along said south line 410.76 feet to the west line of Lot 1, Block 2 of said CHALBERG ADDITION; thence North 00 degrees 15 minutes 29 seconds West 50.01 feet to the North line of Block 2 of said CHALBERG ADDITION; thence North 89 degrees 09 minutes 28 seconds West, along the north line of said Block 2 and its westerly extension to the point of beginning and there terminating.



**Attachment II to Grant Agreement  
LEGAL DESCRIPTION OF REAL PROPERTY**

All that part of Lots 1, 2, 3, 4, 5, Block 1, CHALBERG ADDITION TO GRAND RAPIDS; together with the vacated alley lying directly east of Lots 4 and 5, and except the south 20' of Lot 2; also Lot 1, Block 2, CHALBERG ADDITION TO GRAND RAPIDS; and except the following described property:

The northerly 50' of Lot 1, Block 1; and except the Northerly 50' of Lot 5, Block 1; and except the northerly 50' of the vacated alley lying directly east of Lots 4 and 5, Block 1 and except the northerly 50' of Lot 1, Block 2.

Lot Two (2), Block Two (2), CHALBERG ADDITION TO GRAND RAPIDS, according to the plat thereof on record in the office of the County Recorder in and for said county and state.

Lot Three (3), of Block Two (2), CHALBERG ADDITION TO GRAND RAPIDS, according to the plat thereof on file and of record in the office of the County Recorder of said county and state; subject, however, to the conditions, reservations and exceptions contained in deeds of prior owners.

Lots Four (4) and Five (5), Block Two (2), CHALBERG ADDITION TO GRAND RAPIDS, according to the plat thereof on record in the office of the County Recorder in and for said county and state.

Lots Six (6) to Eleven (11), Inclusive, Block Two (2), Lots one (1) to Twelve (12), Inclusive, Block Three (3), and Lots One (1) to Six (6), Inclusive, Block Four (4), CHALBERG ADDITION TO GRAND RAPIDS.

The South Half of the North Half of the Southeast Quarter of the Northeast Quarter (S1/2 of N1/2 of SE1/4 NE1/4), Section Seventeen (17), Township Fifty-five (55) North, Range Twenty-five (25), West of the Fourth Principal Meridian.

All that part of the South Half of the Southeast Quarter of the Northeast Quarter (S1/2 of SE1/4 NE1/4), Section Seventeen (17), Township Fifty-five (55), North, Range Twenty-five (25), West of the Fourth Principal Meridian described and bounded as follows:

Beginning at the Northeast corner of said S1/2 of SE1/4 NE1/4 Section 17-55-25, thence South on the line between Sections 16 and 17, a distance of 192.5 feet, thence West at an angle from South to West, of ninety degrees (90), twenty-one minutes (21'), a distance of 1185.17 feet, thence North at an angle from West to North of Eighty-nine degrees (89), Forty-nine minutes (49'), a distance of 200.83 feet, to the North line of the S1/2 of the SE1/4 NE1/4, thence East on the said North line, a distance of 1183.20 feet, to the point of beginning.

That part of the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section Seventeen (17), Township Fifty-five (55) North, Range Twenty-five (25) West of the Fourth Principal Meridian, which is described and bounded as follows: Beginning at a point on the Section line 20 rods South of the Northeast corner of said SE1/4 NE1/4; thence running due West 10 rods; thence

due North 8 rods; thence due East 10 rods; thence South on the Section Line to the point of beginning.

Vacated 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> Avenues N. W. lying south of 16<sup>th</sup> Street and the alley in Block 2, CHALBERG ADDITION.

Beginning at the Northeast corner of Block Three (3) LEMLER ADDITION TO GRAND RAPIDS, Minnesota; thence West on the North line of Block Three (3) a distance of One Hundred sixty and 75/100 feet (160.75'); thence North at an angle of 90° 07' from east to north a distance of sixty feet (60') to the point of beginning; thence north on the above described straight line extended, a distance of Five Hundred sixty-three and 45/100 feet (563.45'); thence east at an angle of 90° 07' from north to east a distance of Two Hundred ninety-six and 10/100 feet (296.10'); thence south at an angle of 90° 00' a distance of five hundred sixty-three and 45/100 feet (563.45'); thence west at an angle of 90° a distance of two hundred ninety-four and 95/100 feet (294.95) to the point of beginning, containing 3.81 acres, more or less,. The above described property being located in the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section Seventeen (17), Township Fifty-five (55) North, Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** November 14, 2022

**AGENDA ITEM:** Consider approving temporary liquor license for Klockow Brewing event on December 2, 2022.

**PREPARED BY:** Kimberly Gibeau

---

### **BACKGROUND:**

Klockow Brewing has submitted an application for a temporary liquor license for December 2, 2022. Staff recommends approval pending receipt of all documentation and fees.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve temporary liquor license for Klockow Brewing for December 2, 2022 event.



Minnesota Department of Public Safety  
 Alcohol and Gambling Enforcement Division  
 445 Minnesota Street, Suite 1600, St. Paul, MN 55101  
 651-201-7507 Fax 651-297-5259 TTY 651-282-6555  
**APPLICATION AND PERMIT FOR A 1 DAY  
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Item 12.

Name of organization Klockow Brewing Company		Date organized 01/03/2017	Tax exempt number 814881096
Address 36 SE 10th St	City Grand Rapids	State Minnesota	Zip Code 55744
Name of person making application Andy Klockow		Business phone 7156613510	Home phone
Date(s) of event 12/2/22	Type of organization <input type="checkbox"/> Microdistillery <input checked="" type="checkbox"/> Small Brewer <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit		
Organization officer's name Andy Klockow	City Grand Rapids	State Minnesota	Zip Code 55744
Organization officer's name Tasha Klockow	City Grand Rapids	State Minnesota	Zip Code 55744
Organization officer's name	City	State Minnesota	Zip Code

Location where permit will be used. If an outdoor area, describe.  
 Nightmakers Market/First Friday. Downtown between Old Central School and MacRostie Art Center - see drawing. Streets will be blocked off

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.  
 Employer's Mutual Casualty Company. \$1,000,000

**APPROVAL**  
 APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
Signature City Clerk or County Official	City or County Phone Number
Please Print Name of City Clerk or County Official	

**CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.**

**ONE SUBMISSION PER EMAIL, APPLICATION ONLY.  
 PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY  
 PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY  
 CITY/COUNTY TO [AGE.TEMPORARYAPPLICATION@STATE.MN.US](mailto:AGE.TEMPORARYAPPLICATION@STATE.MN.US)**

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF GRAND RAPIDS**

**AND**

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

**PUBLIC WORKS**

**January 1, 2023 – December 31, 2025**

**TABLE OF CONTENTS**

	<u>Page</u>
PREAMBLE.....	1
ARTICLE 1	
PURPOSE OF AGREEMENT.....	1
ARTICLE 2	
DEFINITIONS.....	1
ARTICLE 3	
RECOGNITION.....	1
ARTICLE 4	
RESPONSIBILITIES OF PARTIES.....	2
ARTICLE 5	
CHECK OFF OF UNION DUES.....	2
ARTICLE 6	
HOURS OF WORK.....	3
ARTICLE 7	
OVERTIME HOURS.....	4
ARTICLE 8	
COMPENSATORY TIME.....	5
ARTICLE 9	
VACANCIES AND PROMOTIONS.....	6
ARTICLE 10	
HOLIDAYS.....	7
ARTICLE 11	
FLEXIBLE TIME OFF.....	7
ARTICLE 12	
GRIEVANCE PROCEDURE.....	9
ARTICLE 13	
GENERAL PROVISIONS.....	12

ARTICLE 14  
COMPLIANCE WITH FEDERAL, STATE & LOCAL LAWS..... 13

ARTICLE 15  
SENIORITY..... 14

ARTICLE 16  
LOSS OF SENIORITY..... 15

ARTICLE 17  
RIGHT TO SUBCONTRACT.....15

ARTICLE 18  
MANAGEMENT RIGHTS..... 15

ARTICLE 19  
LEAVES OF ABSENCE..... 16

ARTICLE 20  
COMPLETE AGREEMENT & WAIVER.....16

ARTICLE 21  
CENTRAL PENSION FUND .....17

ARTICLE 22  
YEARS OF SERVICE CREDIT .....17

ARTICLE 23  
DURATION OF CONTRACT.....17

APPENDIX A  
UNION RECOGNITION – JOB CLASSIFICATIONS REPRESENTED..... 18

APPENDIX B-1  
EMPLOYEE’S GROUP INSURANCE BENEFITS..... 19

APPENDIX B-2  
INSURANCE COVERAGE OF RETIRED EMPLOYEES..... 21

APPENDIX C  
WAGE SCHEDULE – PUBLIC WORKS ..... 22

## PREAMBLE

This Agreement is entered into by and between the City of Grand Rapids (hereafter the “Employer”) and Local 49 of the International Union of Operating Engineers, (hereafter the “Union”).

## ARTICLE 1 PURPOSE OF AGREEMENT

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

## ARTICLE 2 DEFINITIONS

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

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

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

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

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

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

## ARTICLE 3 RECOGNITION

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



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

#### **ARTICLE 4 RESPONSIBILITIES OF PARTIES**

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

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

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

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

#### **ARTICLE 5 CHECK OFF OF UNION DUES**

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

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

## **ARTICLE 6 HOURS OF WORK**

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

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

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

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

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

## ARTICLE 7 OVERTIME HOURS

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

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

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

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

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

Section 7.5. All overtime hours worked (other than those required by an officially declared emergency) shall be divided among employees of the same job classification consistent with the needs of the Employer. The Employer may assign overtime by considering such factors as the employee's availability to work overtime, the employee's work performance, the employee's seniority,

the need for an equitable distribution of overtime within the department or a job classification, and the employee's ability to perform the work for which overtime work is necessary. The Employer will give preference to seniority when these relevant factors are equal. A current list of overtime calls and hours shall be maintained by the Employer. A refusal by an employee to work overtime hours shall be considered as time worked for purposes of allocating overtime hours as equally a possible among the employees. In no event shall an employee decline overtime during an officially announced and/or declared emergency without the approval of the Employer, if the employee's presence is needed to safeguard the well being of the public.

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

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

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

## **ARTICLE 8 COMPENSATORY TIME**

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

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

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

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

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

## **ARTICLE 9 VACANCIES AND PROMOTIONS**

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

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

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

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

**ARTICLE 10  
HOLIDAYS**

Section 10.1. All employees shall receive the following holidays:

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

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

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

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

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

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

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

Section 10.7. If the State of Minnesota adopts Juneteenth as an official holiday, it shall be added to Section 10.1 above.

**ARTICLE 11  
FLEXIBLE TIME OFF**

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

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

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

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

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

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

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

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

<b>COMPLETED YEARS OF EMPLOYMENT</b>	<b>Days per year</b>	<b>Hours per year</b>	<b>Hours per 80 hour pay period</b>
<b>Hire date through 1<sup>st</sup> anniversary</b>	<b><u>15</u></b>	<b><u>120</u></b>	<b><u>4.62</u></b>
<b>After the 1<sup>st</sup> anniversary through the 6<sup>th</sup></b>	<b><u>20</u></b>	<b><u>160</u></b>	<b><u>6.15</u></b>
<b>After the 6<sup>th</sup> anniversary through the 10<sup>th</sup> anniversary</b>	<b><u>25</u></b>	<b><u>200</u></b>	<b><u>7.69</u></b>
<b>After the 10<sup>th</sup> anniversary</b>	<b><u>30</u></b>	<b><u>240</u></b>	<b><u>9.23</u></b>

**ARTICLE 12  
GRIEVANCE PROCEDURE**

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

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

**Section 12.3. Processing Grievance.** It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the union representative have notified and received the approval of the designated department head/supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer, and provided further that the Employer shall be judge of what constitutes a “reasonable amount of time” as used in this Subsection 12.3.



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

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

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

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

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

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

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

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

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

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

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

**Section 12.7. Choice of Remedy.** If, as a result of the written Employer response in Step 3 or mediation of Step 3A, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of this Article or another procedure such as, Veteran's Preference, or by the grievant instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted.

If appealed to any procedure other than Step 4 of this Article, the grievance is not subject to the arbitration procedure as provided in Step 4 of this Article. The aggrieved grievant/employee shall indicate in writing which procedure is to be utilized – Step 4 of this Article or another appeal procedure – and shall sign a statement to the effect that the choice of any other procedure precludes the aggrieved employee from making an additional appeal through Step 4 of this Article. A grievant instituting any action or proceeding, the subject matter of which may constitute a grievance under this

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

### **ARTICLE 13 GENERAL PROVISIONS**

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

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

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

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

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

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

Section 13.7. Safety Shoe Allowance. Each employee shall be entitled to a safety shoe allowance in the amount of \$300.00 per year in each year of this Agreement. Employees shall wear approved safety-toed shoes at all times while on duty.

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

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

## **ARTICLE 14 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

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

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

## ARTICLE 15 SENIORITY

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

Section 15.2. Seniority shall be determined by job classification within a department. In the event of a layoff, reduction in work force, or the elimination of a position, the work force shall be reduced or position eliminated based upon the employee's seniority and ability to perform available work. In the event that these qualifications are equal, seniority within the job classification will prevail. An employee who is laid off shall be rehired according to the employee's qualifications for the position being filled and the employee's seniority in the inverse order of the layoff. Such employee shall be notified in writing regarding such layoffs, reduction of work force or elimination of a position as well as re-hiring, as the case may be. Such written notification shall be sent to such employee with a copy of same submitted to the Union. In the event the Employer intends to make a layoff or reduction in work force, the Employer shall notify the Union in writing at least ten (10) days prior to the effective date of the layoff or reduction in work force. During this period or prior to receiving notice, the Union may request a meeting with the Employer to discuss the layoff or reduction in work force.

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

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

**ARTICLE 16  
LOSS OF SENIORITY**

An employee shall cease to have seniority, if:

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

**ARTICLE 17  
RIGHT TO SUBCONTRACT**

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

**ARTICLE 18  
MANAGEMENT RIGHTS**

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

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

## **ARTICLE 19 LEAVES OF ABSENCE**

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

Section 19.2. Extended Medical Leave. In the case of (1) an extended illness, after an employee has used all accumulated Flexible Time Off, Extended Medical Benefit, and, Family and Medical Leave Act leave for which the employee is eligible, or (2) the birth or adoptive placement of a child after the employee has used all accumulated Flexible Time Off, Extended Medical Benefit, parenting leave, and Family and Medical Leave Act leave for which the employee is eligible, the employee shall be granted a six (6) month leave of absence. Any further extension of the six (6) month leave period will be granted or denied at the Employer's sole discretion; however, the Employer shall not grant leave in excess of twenty-four (24) months. In evaluating a request for extension of leave by an employee beyond six (6) months. The employee shall provide the Employer with a detailed Doctor's report by no later than ten (10) days prior to the last day of the six (6) month leave period. If the Employer decides to grant or deny an employee's request for extension of leave, the Employer shall notify the Union and employee of its decision in writing, and the Employer shall provide the Union and employee with an opportunity to meet to discuss the Employer's decision provided the Union and employee requests such a meeting within then (10) days of the Union's receipt of notice from the Employer. An employee on extended medical leave must provide the Employer with at least one (1) week's notice prior to returning from leave. A leave of absence may be cancelled by the Employer in the event that the employee uses the leave of absence to pursue other employment.

## **ARTICLE 20 COMPLETE AGREEMENT AND WAIVER**

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

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

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

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

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

### **ARTICLE 21** **CENTRAL PENSION FUND**

Local 49 members are allowed to contribute their own funds into the Local 49 Central Pension Fund. Effective January 1, 2023 the contribution rate equals \$2.40 per hour up to a maximum of 2,080 hours per calendar year. Effective January 1, 2024 the contribution rate equals \$2.40 per hour up to a maximum of 2,080 hours per calendar year. Effective January 1, 2025 the contribution rate equals \$2.40 per hour up to a maximum of 2,080 hours per calendar year.

### **ARTICLE 22** **YEARS OF SERVICE CREDIT**

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

### **ARTICLE 23** **DURATION OF CONTRACT**

Except as otherwise provided, this Agreement shall continue in effect and in force through December 31, 2025. Either party shall have the right to give written notice to the other party one hundred twenty (120) days prior to January 1, 2026, of their desire to reopen for the purpose of negotiations and settlement of a new Agreement.



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

**CITY COUNCIL, GRAND RAPIDS**

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

By: \_\_\_\_\_  
Dale Christy, Mayor

By: \_\_\_\_\_  
Jason George, Business Manager

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

By: \_\_\_\_\_  
Daniel Manick, Area Bus. Rep.

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

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

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

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

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

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

**APPENDIX B-1  
EMPLOYEE'S GROUP INSURANCE BENEFITS**

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

Section 5. The designation of the insurance carrier in Section 2 is inserted for the purpose of defining benefits only, and upon notice to the Union, the City shall have the right to choose and to change the insurance carrier so long as benefits are not reduced below those specified, except for minimal variations, and there is no lapse in insurance coverage. The Employer shall pay the same percentage of the cost of the family and single organ transplant coverage as the respective percentage of the cost of family and single health and medical insurance coverage set forth in Section 2 above.

**APPENDIX B-2**  
**INSURANCE COVERAGE OF RETIRED EMPLOYEES**

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

APPENDIX - C								
PUBLIC WORKS RATES OF PAY								
CONTRACT 2023-2025								
JANITOR AND MAINTENANCE I ONLY								
Effective 1/1/2023	Cola 2.50%	Base Pay	Step 1	Step 2	Step 3	LONGEVITY**		
			1040 Hrs or 6 Months	1 yr after Step 1	1 yr after Step 2	10 Yrs \$ 1.55	15 Years \$ 2.10	20 Years \$ 2.65
Janitor		\$ 15.74	\$ 17.45	\$ 18.30	\$ 19.15	\$ 20.70	21.25	21.80
Maintenance I		23.14	24.51	25.88	27.23			
Bldg Maint-Maint I		23.14	24.51	25.88	27.23			
Maintenance II		28.18				29.73	30.28	30.83
Mechanic		30.16				31.71	32.26	32.81
Cemetery Sexton		28.75				30.30	30.85	31.40
Airport Maint. Lead		28.75				30.30	30.85	31.40
ROW Leadperson		29.79				31.34	31.89	32.44
SW Specialist		29.79				31.34	31.89	32.44
Lead Mechanic		30.16				31.71	32.26	32.81
<b>Effective 1/1/2024</b>	<b>2.75%</b>					<b>\$ 1.55</b>	<b>\$ 2.10</b>	<b>\$ 2.65</b>
Janitor		\$ 16.17	\$ 17.93	\$ 18.80	\$ 19.67	\$ 21.22	\$ 21.77	\$ 22.32
Maintenance I		23.78	25.18	26.59	27.98			
Bldg Maint-Maint I		23.78	25.18	26.59	27.98			
Maintenance II		28.95				30.50	31.05	31.60
Mechanic		30.99				32.54	33.09	33.64
Cemetery Sexton		29.54				31.09	31.64	32.19
Airport Maint. Lead		29.54				31.09	31.64	32.19
ROW Leadperson		30.61				32.16	32.71	33.26
SW Specialist		30.61				32.16	32.71	33.26
Lead Mechanic		30.99				32.54	33.09	33.64
<b>Effective 1/1/2025</b>	<b>3%</b>					<b>\$ 1.55</b>	<b>\$ 2.10</b>	<b>\$ 2.65</b>
Janitor		\$ 16.66	\$ 18.47	\$ 19.36	\$ 20.26	\$ 21.81	\$ 22.36	\$ 22.91
Maintenance I		24.49	25.94	27.39	28.82			
Bldg Maint-Maint I		24.49	25.94	27.39	28.82			
Maintenance II		29.82				31.37	31.92	32.47
Mechanic		31.92				33.47	34.02	34.57
Cemetery Sexton		30.43				31.98	32.53	33.08
Airport Maint. Lead		30.43				31.98	32.53	33.08
ROW Leadperson		31.53				33.08	33.63	34.18
SW Specialist		31.53				33.08	33.63	34.18
Lead Mechanic		31.92				33.47	34.02	34.57

\*\*Longevity pay as reflected in the above longevity pay schedule is listed in the longevity pay column above.

When the Street Superintendent and ROW Lead person are both unavailable to provide supervision, if designated by management, a lead person shall be assigned to a street department crew.

The lead person shall receive a One Dollar and twenty-five cents (1.25) per hour premium only those hours spent working as a lead person.

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** November 14, 2022

**AGENDA ITEM:** Consider a labor agreement with the Public Works Union

**PREPARED BY:** Tom Pagel, City Administrator

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### **BACKGROUND:**

Attached is a three year labor agreement between the City and Public Works Union (49ers) for January 1, 2023 through December 31, 2025. This agreement is equitable to the Sergeants agreement but different. If the State formalizes Juneteenth as a holiday it will be added to the contract as a paid day off.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve the labor agreement between the City and the Public Works Union.



# **COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF GRAND RAPIDS**

**AND**

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

**LIBRARY**

**January 1, 2023 – December 31, 2025**

**TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
PREAMBLE .....	4
ARTICLE 1	
PURPOSE OF AGREEMENT .....	4
ARTICLE 2	
DEFINITIONS.....	4
ARTICLE 3	
RECOGNITION .....	5
ARTICLE 4	
UNION DUES, CHECK OFF .....	5
ARTICLE 5	
MANAGEMENT RIGHTS .....	6
ARTICLE 6	
SCHEDULING, HOURS OF WORK, PAYROLL .....	7
ARTICLE 7	
OVERTIME.....	8
ARTICLE 8	
COMPENSATORY TIME.....	9
ARTICLE 9	
HOLIDAYS.....	9
ARTICLE 10	
FLEXIBLE TIME OFF .....	10
ARTICLE 11	
LEAVES OF ABSENCE.....	12
ARTICLE 12	
INSURANCE BENEFITS.....	13
ARTICLE 13	
SENIORITY .....	14

ARTICLE 14  
DISCIPLINE, RESIGNATION ..... 16

ARTICLE 15  
GRIEVANCE AND ARBITRATION PROCEDURE..... 17

ARTICLE 16  
MISCELLANEOUS ..... 20

ARTICLE 17  
WAGES, CLASSIFICATIONS ..... 20

ARTICLE 18  
NO STRIKE, NO LOCK-OUT ..... 20

ARTICLE 19  
COMPLETE AGREEMENT, SEPARABILITY ..... 21

ARTICLE 20  
TERM OF AGREEMENT..... 21

APPENDIX A  
UNION RECOGNITION – JOB CLASSIFICATIONS REPRESENTED ..... 23

APPENDIX A-1  
WAGE SCHEDULE ..... 24

## PREAMBLE

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

## ARTICLE 1 PURPOSE OF AGREEMENT

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

## ARTICLE 2 DEFINITIONS

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

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

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

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

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

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

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

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

### **ARTICLE 3 RECOGNITION**

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

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

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

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

Section 4.1 – Union Security. All employees covered by this Agreement who are or hereafter become members of the Union shall pay to the Union regular monthly Union membership dues. No employee is required to be, become or remain a member of the Union as a condition of employment. Each employee has the right to freely join or decline to join the Union, and each Union member may have the right to freely retain or discontinue his or her membership. No employee shall be discriminated against on account of her or his membership or non-membership in the Union.

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

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

Section 4.3 – Indemnity. The Union agrees to hold harmless, defend and indemnify the Employer from any and all actions, suits, claims, damages, judgments or any other form of liability, liquidated or unliquidated, which any person may have or claim to have now or in the

future arising out of or by reason of any action taken or not taken by the Employer related to Sections 4.1 or 4.2 of this Article.

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

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

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

## **ARTICLE 5 MANAGEMENT RIGHTS**

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

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

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

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

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

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

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

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

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

Section 6.6 – Call Off. Unless notified otherwise at least one (1) hour in advance of the scheduled starting time, any employee who is scheduled to report for work and who reports as scheduled shall be assigned to at least three (3) hours of work. If no work is available or if the

employee is excused from duty before completing three (3) hours of work, the employee shall be paid for three (3) hours at the employee’s applicable regular hourly rate of pay.

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

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

**ARTICLE 7  
OVERTIME**

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

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

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



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

## **ARTICLE 8 COMPENSATORY TIME**

Section 8.1. Employees may choose to accumulate up to eighty (80) hours of overtime to be used as compensatory time off with pay. For each hour of overtime accumulated the employee shall be entitled to one and one-half (1-1/2) hours off work without loss of pay (pursuant to the Federal Fair Labor Standards Act). Compensatory time off may be taken, however, only with the consent of the employee's department head/supervisor.

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

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

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

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

## **ARTICLE 9 HOLIDAYS**

Section 9.1 – Holidays. Eligible employees shall receive time off with pay at the employee's regular rate of pay for the following holidays:

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

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

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

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

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

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

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

Section 9.5 – If the State of Minnesota adopts Juneteenth as an official holiday, it shall be added to Section 9.1 above.

**ARTICLE 10  
FLEXIBLE TIME OFF**

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

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

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

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

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

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

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

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

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

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

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

Medical Benefit, and Personal Conversion Account balances.

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

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

<b>Days per Year</b>	<b>Hours Per Year</b>	<b>Hours Per 80 hour Pay Period</b>
8	64	2.4616

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

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

**ARTICLE 11  
LEAVES OF ABSENCE**

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

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

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

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

Section 11.5 – Extended Medical Leave. In case of: (1) an extended illness, after an employee has used all accumulated Flexible Time Off and Extended Medical Benefit and any FMLA leave for which the employee is eligible, or (2) the birth or adoption of a child after the employee has used all accumulated Flexible Time Off and Extended Medical Benefit, parenting leave and

FMLA leave for which the employee is eligible, the employee shall be granted a leave of absence of up to six (6) months without having the employee's name removed from the payroll. An employee returning from an extended medical leave under this Section may be required to furnish to the Employer a physician's certification stating that the employee is fit to return to the duties of the employee's position. A leave of absence may be canceled by the Employer in the event that the employee uses the leave of absence to pursue other employment. Any further extension of the six (6) month leave will be granted or denied at the Employer's sole discretion.

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

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

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

## **ARTICLE 12 INSURANCE BENEFITS**

Section 12.1. Health and Welfare. In 2020, 2021 and 2022, while the Local 49 Health and Welfare fund is the insurance provider for employees' health, medical, dental, vision and life insurance and employees are not able to opt out of coverage, the City will cover the full cost of the insurance premium. If during the term of this Agreement the City changes insurance providers in accordance with Section 12.6 below, the City and the Union agree to renegotiate the insurance contributions under this Article.

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

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

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

Section 12.4 – Employer’s Obligation. The Employer’s obligation under this Article is limited to the payment of the amount of the premiums specified. The Employer has no liability for the failure or the refusal of the insurance carrier to honor an employee’s claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the Employer or constitute a breach of this Agreement by the Employer. Under no circumstances shall the Employer be responsible for paying any benefits under this Article. No dispute arising under or relating to this Article shall be subject to the grievance and arbitration procedures of the Agreement, except an allegation that the Employer has failed to pay the premium required by this Article.

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

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

## **ARTICLE 13 SENIORITY**

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

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

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

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

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

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

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

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

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

- 1) The employee voluntarily terminates employment;
- 2) The employee is discharged for cause;

- 3) The employee fails or refuses to return from a leave of absence at its stated dated of expiration;
- 4) The employee refuses to return to work from layoff on the date specified or on the date of recall;
- 5) The employee is laid off for either twenty-four (24) months or the length of the employee's continuous service since most recent date of hire, whichever is lesser;

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

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

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

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

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

## **ARTICLE 14 DISCIPLINE, RESIGNATION**



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

Section 14.2 – Resignation. An employee shall give the Employer at least two (2) weeks advance notice of intention to resign. Failure to give such notice shall result in forfeiture of any payment for accumulated, unused flexible time off. Accrued flexible time off may not be used during the minimum notice period.

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

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

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

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

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

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

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

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

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

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

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

**Step 4** – A grievance unresolved in Step 3 or Step 3A and appealed to Step 4 by the Union shall be submitted to arbitration in accordance with the Minnesota Public

Employment Labor Relations Act, Minnesota Statutes, Chapter 179A, and the rules and regulations of the Bureau of Mediation Services.

Section 15.6 – Arbitration. Unless a grievance is submitted to mediation in Step 3A, in order to submit the grievance to arbitration, the Union must submit to the Commissioner, Bureau of Mediation Services, State of Minnesota, within ten (10) days of the Step 3 answer, a request to furnish a list of seven (7) prospective arbitrators. From this list, each party shall in turn strike one name until only one name remains, and the last remaining individual shall be designated as the arbitrator. The grieving party shall strike first. A hearing on the grievance shall be held promptly by the arbitrator and a decision shall be rendered within thirty (30) days after the close of the hearing. All expenses and costs of the arbitrator shall be shared and assessed equally to the parties. Each party shall be responsible for compensating its own representatives and witnesses.

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

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

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

Section 15.10 – Choice of Remedy. If, as a result of the written Employer response in Step 3 or mediation of Step 3A, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of this Article or another procedure such as, Veteran's Preference, or by the grievant instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted. If appealed to any

procedure other than as provided in Step 4 of this Article, the grievance is not subject to the arbitration procedure as provided in Step 4 of this Article. The aggrieved grievant/employee shall indicate in writing which procedure is to be utilized – Step 4 of this Article or another appeal procedure – and shall sign a statement to the effect that the choice of any other procedure precludes the aggrieved employee from making an additional appeal through Step 4 of this Article. A grievant instituting any action or proceeding, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum, as described herein, the employee shall waive his or her right to initiate a grievance to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall immediately be waived.

**ARTICLE 16  
MISCELLANEOUS**

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

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

**ARTICLE 17  
WAGES, CLASSIFICATIONS**

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

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

Section 17.3 – Employees shall receive a lump sum payment on the second full payroll of the year in the following amounts: 2023 - \$300.00, 2024 - \$600.00, 2025 - \$900.00.

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

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

therein. Upon request from the Employer, the Union will advise employees in writing to cease activities which are in violation of this Article.

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

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

Section 19.2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of said right and opportunity to negotiate are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, unless they mutually agree to so bargain.

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

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

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

## **ARTICLE 20 TERM OF AGREEMENT**

This Agreement shall take effect January 1, 2023 and continue in effect and in force through the 31<sup>st</sup> day of December, 2025 and thereafter from year to year unless written notice of desire to change, modify or terminate this Agreement is given by either party to the other party one hundred twenty (120) days prior to January 1, 2026.

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

**CITY OF GRAND RAPIDS**

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

By: \_\_\_\_\_  
Dale Christy, Mayor

By: \_\_\_\_\_  
Troy Bauch, Labor Rep./Organizer  
AFSCME Council 65

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

By: \_\_\_\_\_  
Dion Holcomb-Card, President

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

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

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

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

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

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

LIBRARY UNION								
APPENDIX A-1: CLASSIFICATION AND RATES OF PAY								
CONTRACT 2023-2025								
						LONGEVITY PAY SCHEDULE		
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	\$0.25	\$0.50	\$0.75
	0-6	7-12	13-18	19-24	24 +			
	Months	Months	Months	Months	Months	15 YEARS	20 YEARS	25 YEARS
<b>Effective 1/1/2023 \$1.00</b>	<b>\$ 1.00</b>							
Public Svcs-Clerk I	18.67	19.16	19.64	20.14	20.64	20.89	21.14	21.39
Public Svcs Clerk-Children's	21.31	21.87	22.43	23.01	23.56	23.81	24.06	24.31
Public Svcs Clerk-Circulation	21.31	21.87	22.43	23.01	23.56	23.81	24.06	24.31
Volunteer Coordinator	23.54	24.17	24.79	25.42	26.04	26.29	26.54	26.79
Childrens Librarian	26.27	26.96	27.67	28.37	29.06	29.31	29.56	29.81
Cataloging Technician	26.38	27.09	27.79	28.50	29.21	29.46	29.71	29.96
Reference Librarian	26.54	27.21	27.95	28.66	29.37	29.62	29.87	30.12
<b>Effective 1/1/2024 \$1.00</b>	<b>\$ 1.00</b>							
Public Svcs-Clerk I	19.67	20.16	20.64	21.14	21.64	21.89	22.14	22.39
Public Svcs Clerk-Children's	22.31	22.87	23.43	24.01	24.56	24.81	25.06	25.31
Public Svcs Clerk-Circulation	22.31	22.87	23.43	24.01	24.56	24.81	25.06	25.31
Volunteer Coordinator	24.54	25.17	25.79	26.42	27.04	27.29	27.54	27.79
Childrens Librarian	27.27	27.96	28.67	29.37	30.06	30.31	30.56	30.81
Cataloging Technician	27.38	28.09	28.79	29.50	30.21	30.46	30.71	30.96
Reference Librarian	27.54	28.21	28.95	29.66	30.37	30.62	30.87	31.12
<b>Effective 1/1/2025 \$1.00</b>	<b>\$ 1.00</b>							
Public Svcs-Clerk I	20.67	21.16	21.64	22.14	22.64	22.89	23.14	23.39
Public Svcs Clerk-Children's	23.31	23.87	24.43	25.01	25.56	25.81	26.06	26.31
Public Svcs Clerk-Circulation	23.31	23.87	24.43	25.01	25.56	25.81	26.06	26.31
Volunteer Coordinator	25.54	26.17	26.79	27.42	28.04	28.29	28.54	28.79
Childrens Librarian	28.27	28.96	29.67	30.37	31.06	31.31	31.56	31.81
Cataloging Technician	28.38	29.09	29.79	30.50	31.21	31.46	31.71	31.96
Reference Librarian	28.54	29.21	29.95	30.66	31.37	31.62	31.87	32.12
The above rates of pay are based on dollars per hour.								





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 11-14-2022  
**AGENDA ITEM:** Consider a labor agreement with the Library Union  
**PREPARED BY:** Kimberly Gibeau

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### **BACKGROUND:**

Attached is a three year labor agreement between the City and Library Union (Local 3456A). This agreement is equitable to the Clerical agreement but different. With the Library Union, each member will get a \$1/hour increase in pay for each of the three years. In addition, they will receive a lump sum payment of \$300, \$600, and \$900, in each respective year.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve the labor agreement between the City and the Library Union (Local 3456A).



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** November 14, 2022

**AGENDA ITEM:** Conduct a Public Hearing approving Tax Abatement related to the IRA Civic Center in the City of Grand Rapids and providing preliminary approval to the issuance of General Obligation Bonds.

**PREPARED BY:** Barb Baird

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### BACKGROUND:

The City proposes to undertake various public improvements, including the construction, renovation, equipping and improvement of the IRA Civic Center, including but not limited to replacement of the roof, replacement of the ice plant, new capital equipment, and building, utility and grounds improvements with tax abatement bonds authorized by Minnesota Statutes, Sections 469.1812 through 469.1815 and authorize a property tax abatement with respect to various parcels of land that benefit from such public improvements.

The City is authorized under the Abatement Act and Minnesota Statutes, Chapter 475, as amended, to issue one or more series of temporary or permanent general obligation tax abatement bonds in the aggregate principal amount not to exceed \$2,000,000 to pay the costs of the Project pursuant to the Abatement Act, and which are expected to be paid primarily through the collection of Abatement revenues.

### REQUESTED COUNCIL ACTION:

Hold a Public Hearing approving Tax Abatement related to the IRA Civic Center in the City of Grand Rapids and providing preliminary approval to the issuance of General Obligation Bonds.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** November 14, 2022

**AGENDA ITEM:** Consider adopting a resolution approving Property Tax Abatement related to the IRA Civic Center in the City of Grand Rapids and providing preliminary approval to the issuance of General Obligation Bonds.

**PREPARED BY:** Barb Baird

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### BACKGROUND:

A Public Hearing for Property Tax Abatement related to the IRA Civic Center improvements and preliminary approval to issue General Obligation Bonds related to Public Improvements was held November 14, 2022 (tonight). After conducting the Public Hearing, the Council may take action to approve a resolution for Property Tax Abatement related to the IRA Civic Center improvements including the construction, renovation, equipping and including but not limited to replacement of the roof, replacement of the ice plant, new capital equipment, and building, utility and grounds improvements.

### REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution approving Property Tax Abatement related to the IRA Civic Center in the City of Grand Rapids and providing preliminary approval to the issuance of General Obligation Bonds.

**CITY OF GRAND RAPIDS, MINNESOTA**

**RESOLUTION NO. 22-\_\_\_\_\_**

**APPROVING PROPERTY TAX ABATEMENT RELATED TO  
THE IRA CIVIC CENTER IN THE CITY OF GRAND RAPIDS  
AND PROVIDING PRELIMINARY APPROVAL TO THE  
ISSUANCE OF GENERAL OBLIGATION BONDS**

BE IT RESOLVED by the City Council of the City of Grand Rapids, Minnesota (the “City”), as follows:

Section 1.       Recitals.

1.01.   The City proposes to (i) undertake various public improvements, including the construction, renovation, equipping and improvement of the IRA Civic Center, including but not limited to replacement of the roof, replacement of the ice plant, new capital equipment, and building, utility and grounds improvements (the “Project”) with tax abatement bonds authorized by Minnesota Statutes, Sections 469.1812 through 469.1815 (the “Abatement Act”) and (ii) authorize a property tax abatement with respect to various parcels of land that benefit from such public improvements.

1.02.   Pursuant to Section 469.1813, subdivision 1 of the Abatement Act, the City may grant an abatement of all or a portion of the taxes imposed by the City on one or more parcels of property to pay for all or part of the cost of the acquisition or construction of public facilities, increasing or preserving the tax base, providing employment opportunities, and help provide access to services for residents of the City.

1.03.   The City has identified 5 parcels located in the City, identified in EXHIBIT A attached hereto (the “Abatement Property”), which will be benefitted by the Project and from which the City proposes to abate a portion of the City’s share of taxes to help finance the Project, subject to all the terms and conditions of this resolution.

1.04.   The Abatement Property is not located in a tax increment financing district.

1.05.   The City is authorized under the Abatement Act and Minnesota Statutes, Chapter 475, as amended (together, the “Act”), to issue one or more series of temporary or permanent general obligation tax abatement bonds in the aggregate principal amount not to exceed \$2,000,000 (the “Abatement Bonds”) to pay the costs of the Project pursuant to the Abatement Act, and which are expected to be paid primarily through the collection of Abatement (hereinafter defined) revenues.

1.06.   On the date hereof, the City Council conducted a duly noticed public hearing on the Abatement at which the views of all interested persons were heard.

Section 2.       Findings.

2.01.   It is hereby found and determined that (a) the Abatement will help finance the Project which will help construct public facilities, provide employment opportunities, including construction jobs, help provide access to services for residents, increase or preserve tax base by stimulating and preserving development through improvements to the IRA Civic Center which will help attract new businesses and retain businesses in the community, protect the general health and welfare of the community by maintaining public facilities and providing recreational opportunities and amenities for residents of the City, and help

preserve and increase the value of the Abatement Parcels, thereby helping to generate additional City tax revenues over the long term after expiration of the Abatement; and (b) for the reasons set forth above, the benefits to the City of the proposed abatement will at least equal the costs to the City.

2.02. It is hereby found and determined that the Abatement is in the public interest for the reasons described in Section 2.01 hereof.

### Section 3. Actions Ratified; Abatement Approved.

3.01. The City Council hereby ratifies all actions of the City's staff and consultants in arranging for approval of this resolution in accordance with the Abatement Act.

3.02. Subject to the provisions of the Abatement Act, the Abatement is hereby approved and adopted subject to the following terms and conditions:

(a) The City will abate the City's share of the property tax amount which the City receives from the Abatement Property, in an amount not to exceed \$2,000,000. The maximum amount of Abatement authorized under this resolution is \$2,000,000. The maximum principal amount of Abatement Bonds to be secured by Abatement under this resolution will not exceed the estimated sum of Abatement from the Abatement Property for the term authorized under this resolution.

(b) In accordance with Section 469.1813, subdivision 8 of the Abatement Act, in no year shall the Abatement, together with all other abatements approved by the City under the Abatement Act and paid in that year, exceed the greater of ten percent (10%) of the City's net tax capacity for that year or \$200,000 (the "Abatement Volume Cap"). The City may grant any other abatements permitted under the Abatement Act after the date of this resolution, provided that to the extent the total abatements in any year exceed the Abatement Volume Cap, the allocation of Abatement Volume Cap to such other abatements is subordinate to the Abatements under this resolution.

(c) The City shall pay the Abatement in semiannual installments for a maximum 20-year period which shall apply to taxes payable in the years 2024 through 2044 inclusive or such other dates that correspond to the payment of debt service on the Abatement Bonds over a period not to exceed 20 years. Notwithstanding the foregoing, the term of the abatement is subject to either Itasca County, Minnesota or Independent School District No. 318 declining to participate in the abatement. The Abatement shall be used solely to finance the cost of the Project, through application of Abatement amounts toward debt service payments on the Abatement Bonds (including any bonds issued to refund the initial Abatement Bonds).

(d) This resolution may be modified only with the prior written approval of the City, and any modification is subject to Section 469.1813, subdivision 7 of the Abatement Act.

(e) In accordance with Section 469.1815 of the Abatement Act, the City will add to its levy in each year during the term of the Abatement the total estimated amount of current year Abatement granted under this resolution.

### Section 4. Abatement Bonds Authorized.

4.01. In the resolution awarding the sale of the Abatement Bonds, the City Council will set forth the covenants and undertakings required by the Act.

4.02. In connection with the sale of the Abatement Bonds, the officers or employees of the City are authorized and directed to cooperate with the Municipal Advisor to participate in the preparation of an official statement for the Abatement Bonds and to deliver it on behalf of the City upon its completion.

4.03. The Mayor and the City Administrator are authorized and directed to execute and deliver any agreements, certificates or other documents that the City determines are necessary to implement this resolution.

Approved this November 14, 2022 by the City Council of the City of Grand Rapids, Minnesota.

\_\_\_\_\_  
Mayor

ATTEST:

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

**EXHIBIT A**  
**ABATEMENT PROPERTY**

**Parcel Identification Numbers:**

PID	Owner
91-718-0110	Wal-Mart Real Estate Business Trust
91-028-3410	Ives Hospitality LLC (Americinn)
91-028-3407	Grand Hospitality LLC
91-033-2228	Hariom Hospitality Four LLC (Country Inn & Suites)
91-562-0130	Iron Range MP LLC (Hotel)



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** November 14, 2022

**AGENDA ITEM:** Consider adopting a resolution providing for the sale of \$10,000,000 Taxable General Obligation Temporary Bonds, Series 2022A.

**PREPARED BY:** Barb Baird

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### BACKGROUND:

On November 8, 2022, the voters approved a local option sales tax that allows revenues to finance up to \$5,980,000 for reconstruction, remodeling, and upgrades to the Grand Rapids IRA Civic Center. Authorized costs include design, construction, reconstruction, mechanical upgrades, and engineering costs, as well as the associated bond costs. Debt service will be paid from the permanent G.O. bonds and sales tax revenues.

The bonds will be issued for a term of three years. Principal on the Bonds will be due on December 1, 2025. Interest is payable every six months beginning December 1, 2023.

The Bonds will be subject to prepayment at the discretion of the City on December 1, 2023 or any date thereafter.

### REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution providing for the sale of \$10,000,000 Taxable General Obligation Temporary Bonds, Series 2022A.



November 14, 2022

PRE-SALE REPORT FOR

## City of Grand Rapids, Minnesota

### \$10,000,000 Taxable General Obligation Temporary Bonds, Series 2022A



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**Prepared by:**

Ehlers  
3060 Centre Pointe Drive  
Roseville, MN 55113

**Advisors:**

Rebecca Kurtz, Senior Municipal Advisor  
Todd Hagen, Senior Municipal Advisor  
Dan Tienter, Senior Financial Specialist

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**BUILDING COMMUNITIES. IT'S WHAT WE DO.**

## EXECUTIVE SUMMARY OF PROPOSED DEBT

### Proposed Issue:

\$10,000,000 Taxable General Obligation Temporary Bonds, Series 2022A

### Purposes:

The proposed issue provides temporary financing to facilitate improvements to the Grand Rapids IRA Civic Center Arena and includes the following purposes:

- **Sales Tax.** On November 8, 2022, the voters approved a local option sales tax that allows revenues to finance up to \$5,980,000 for reconstruction, remodeling, and upgrades to the Grand Rapids IRA Civic Center. Authorized costs include design, construction, reconstruction, mechanical upgrades, and engineering costs, as well as the associated bond costs. Debt service will be paid from permanent G.O. bonds and sales tax revenues.
- **Equipment - Ice Arena.** The City will be updating the Arena's equipment to replace the R-22 refrigeration system with current technology. Debt service will be paid from permanent G.O. bonds and a tax levy.
- **Equipment.** The City will be replacing and updating equipment in the Civic Arena, including but not limited to, security cameras and monitors, dasher boards and glass, HVAC systems, bleacher heaters, and other equipment and furnishings. Debt service will be paid from permanent G.O. bonds and a tax levy.

**Tax Abatement.** The balance of project costs will be paid through tax abatement revenues. The City held the public hearing on November 14, 2022. Debt service will be paid from permanent G.O. bonds. The amount of the tax abatement may be adjusted for the permanent financing based on grant funding and other revenue sources.

### Authority:

The Bonds are being issued pursuant to Minnesota Statutes, Chapter(s):

- **410 - Equipment Bonding Authority.** Allows cities to issue debt without a public hearing or referendum if the amount of equipment certificates issued is less than .25% of the estimated market value of taxable property in the City.
- **469 - Tax Abatement Bonding Authority.** Allows cities to issue debt after a public hearing if the total amount of property taxes abated in any year for the Bonds, together with any outstanding annual abatements, does not exceed 10% of the City's net tax capacity or \$200,000, whichever is greater.
- **Minnesota Session Laws 2021, 1<sup>st</sup> Special Session, Chapter 14, Article 8, Section 7. Special Legislation.** Allows the City of Grand Rapids to impose a sales and use tax of one-half of one percent to finance up to \$5,980,000 for reconstruction, remodeling,

and upgrades to the Grand Rapids IRA Civic Center. Authorized costs include design, construction, reconstruction, mechanical upgrades, and engineering costs, as well as the associated bond costs.

- 475 - General Bonding Authority

The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

### **Term/Call Feature:**

The Bonds are being issued for a term of 3 years. Principal on the Bonds will be due on December 1, 2025. Interest is payable every six months beginning December 1, 2023. A portion of the December 1, 2023 payment will be paid with capitalized interest. The portion of related to the sales tax purpose will be paid with sales tax revenues.

The Bonds will be subject to prepayment at the discretion of the City on December 1, 2023 or any date thereafter.

### **Bank Qualification:**

Because the Bonds are taxable obligations they will not be designated as “bank qualified” obligations.

### **Rating:**

The City’s most recent bond issues were rated by S&P Global Ratings. The current rating on those bonds is “AA-”. The City will request a new rating for the Bonds.

If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City’s bond rating in the event that the bond rating of the insurer is higher than that of the City.

### **Basis for Recommendation:**

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Bonds and long-term financial capacity, as well as the tax status considerations related to the Bonds and the structure, timing and other similar matters related to the Bonds, we are recommending the issuance of Bonds as a suitable option.

Ehlers has reviewed other reasonably feasible alternatives to the recommended issuance of municipal securities, including long-term financing.

### **Method of Sale/Placement:**

We are recommending the Bonds be issued as municipal securities and offered through a competitive underwriting process. We will solicit competitive bids for the purchase of the Bonds from underwriters and banks.

We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

### **Premium Pricing:**

In some cases, investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.” The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or “discount”) but will pay the remainder of the premium to the City. The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a \$2,000,000 offering may receive bids that result in proceeds of \$2,040,000 to \$2,200,000.

For this issue of Bonds we have been directed to use the net premium to increase the net proceeds for the project and reduce the equity contribution. The resulting adjustments may slightly change the true interest cost of the issue, either up or down.

The amount of premium can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended impacts with respect to debt service payment. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City’s objectives for this financing.

### **Other Considerations:**

The voters approved the local option sales tax on November 8, 2022. It is anticipated collection will begin in April 2023.

The City held a public hearing on November 14, 2022 to consider the approval of tax abatement for funding a portion of the project.

### **Review of Existing Debt:**

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City’s outstanding debt and will alert you to any future refunding opportunities.

### **Continuing Disclosure:**

Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds and has contracted with Ehlers to prepare and file the reports.

### **Arbitrage Monitoring:**

The Bonds are taxable obligations and are therefore not subject to IRS arbitrage and yield restriction requirements.

### **Investment of Bond Proceeds:**

Ehlers can assist the City in developing a strategy to invest your Bond proceeds until the funds are needed to pay project costs.

### **Other Service Providers:**

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

**Bond Counsel:** Kennedy & Graven, Chartered

**Paying Agent:** U.S. Bank Trust Company, National Association

**Rating Agency:** Standard & Poor's Global Ratings (S&P)

### **Summary:**

The decisions to be made by the City Council are as follows:

- Accept or modify the finance assumptions described in this report
- Adopt the resolution attached to this report.

## PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by City Council:	November 14, 2022
Due Diligence Call to review Official Statement:	Week of November 21, 2022
Distribute Official Statement:	Week of November 21, 2022
Conference with Rating Agency:	November 15, 2022
City Council Meeting to Award Sale of the Bonds:	December 5, 2022
Estimated Closing Date:	December 22, 2022

### Attachments

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedule

Resolution Authorizing Ehlers to Proceed with Bond Sale

## EHLERS' CONTACTS

Rebecca Kurtz, Senior Municipal Advisor	(651) 697-8516
Todd Hagen, Senior Municipal Advisor	(651) 697-8508
Dan Tienter, Senior Financial Specialist	(651) 697-8537
Nate Gilger, Public Finance Analyst	(651) 697-8538
Alicia Gage, Senior Financial Analyst	(651) 697-8551

## City of Grand Rapids, Minnesota

\$10,000,000 Taxable General Obligation Temporary Bonds, Series 2022A

Issue Summary

Assumes Current Market Taxable AA- Rates plus 75bps

### Total Issue Sources And Uses

Dated 12/22/2022 | Delivered 12/22/2022

	Tax Abatement	Sales Tax	Equipment - Ice Arena	Equipment - Miscellaneous	Issue Summary
<b>Sources Of Funds</b>					
Par Amount of Bonds	\$560,000.00	\$5,980,000.00	\$2,430,000.00	\$1,030,000.00	\$10,000,000.00
Planned Issuer Equity contribution	450,000.00	-	-	-	450,000.00
State Bonding	5,000,000.00	-	-	-	5,000,000.00
IRRRB	500,000.00	-	-	-	500,000.00
<b>Total Sources</b>	<b>\$6,510,000.00</b>	<b>\$5,980,000.00</b>	<b>\$2,430,000.00</b>	<b>\$1,030,000.00</b>	<b>\$15,950,000.00</b>
<b>Uses Of Funds</b>					
Total Underwriter's Discount (0.600%)	3,360.00	35,880.00	14,580.00	6,180.00	60,000.00
Costs of Issuance	5,656.00	60,398.00	24,543.00	10,403.00	101,000.00
Deposit to Capitalized Interest (CIF) Fund	27,421.33	-	118,989.00	50,435.67	196,846.00
Deposit to Project Construction Fund	6,471,902.00	5,883,000.00	2,270,571.00	965,000.00	15,590,473.00
Rounding Amount	1,660.67	722.00	1,317.00	(2,018.67)	1,681.00
<b>Total Uses</b>	<b>\$6,510,000.00</b>	<b>\$5,980,000.00</b>	<b>\$2,430,000.00</b>	<b>\$1,030,000.00</b>	<b>\$15,950,000.00</b>

# City of Grand Rapids, Minnesota

\$10,000,000 Taxable General Obligation Temporary Bonds, Series 2022A

Issue Summary

Assumes Current Market Taxable AA- Rates plus 75bps

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/22/2022	-	-	-	-	-
12/01/2023	-	-	489,666.67	489,666.67	489,666.67
06/01/2024	-	-	260,000.00	260,000.00	-
12/01/2024	-	-	260,000.00	260,000.00	520,000.00
06/01/2025	-	-	260,000.00	260,000.00	-
12/01/2025	10,000,000.00	5.200%	260,000.00	10,260,000.00	10,520,000.00
<b>Total</b>	<b>\$10,000,000.00</b>	<b>-</b>	<b>\$1,529,666.67</b>	<b>\$11,529,666.67</b>	<b>-</b>

## Yield Statistics

Bond Year Dollars	\$29,416.67
Average Life	2.942 Years
Average Coupon	5.2000000%
Net Interest Cost (NIC)	5.4039660%
True Interest Cost (TIC)	5.4026799%
Bond Yield for Arbitrage Purposes	5.1802215%
All Inclusive Cost (AIC)	5.7808514%

## IRS Form 8038

Net Interest Cost	5.2000000%
Weighted Average Maturity	2.942 Years



## City of Grand Rapids, Minnesota

\$10,000,000 Taxable General Obligation Temporary Bonds, Series 2022A

Issue Summary

Assumes Current Market Taxable AA- Rates plus 75bps

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total
12/01/2023	-	-	489,666.67	489,666.67	(196,846.00)	292,820.67	307,461.70
12/01/2024	-	-	520,000.00	520,000.00	-	520,000.00	546,000.00
12/01/2025	10,000,000.00	5.200%	520,000.00	10,520,000.00	-	10,520,000.00	11,046,000.00
<b>Total</b>	<b>\$10,000,000.00</b>	<b>-</b>	<b>\$1,529,666.67</b>	<b>\$11,529,666.67</b>	<b>(196,846.00)</b>	<b>\$11,332,820.67</b>	<b>\$11,899,461.70</b>

### Significant Dates

Dated	12/22/2022
First Coupon Date	12/01/2023

### Yield Statistics

Bond Year Dollars	\$29,416.67
Average Life	2.942 Years
Average Coupon	5.2000000%
Net Interest Cost (NIC)	5.4039660%
True Interest Cost (TIC)	5.4026799%
Bond Yield for Arbitrage Purposes	5.1802215%
All Inclusive Cost (AIC)	5.7808514%

# City of Grand Rapids, Minnesota

\$560,000 Taxable General Obligation Temporary Bonds, Series 2022A  
Tax Abatement

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total
12/01/2023	-	-	27,421.33	27,421.33	(27,421.33)	-	-
12/01/2024	-	-	29,120.00	29,120.00	-	29,120.00	30,576.00
12/01/2025	560,000.00	5.200%	29,120.00	589,120.00	-	589,120.00	618,576.00
<b>Total</b>	<b>\$560,000.00</b>	<b>-</b>	<b>\$85,661.33</b>	<b>\$645,661.33</b>	<b>(27,421.33)</b>	<b>\$618,240.00</b>	<b>\$649,152.00</b>

## Significant Dates

Dated	12/22/2022
First Coupon Date	12/01/2023

## Yield Statistics

Bond Year Dollars	\$1,647.33
Average Life	2.942 Years
Average Coupon	5.1999998%
Net Interest Cost (NIC)	5.4039658%
True Interest Cost (TIC)	5.4026797%
Bond Yield for Arbitrage Purposes	5.1802215%
All Inclusive Cost (AIC)	5.7808512%

# City of Grand Rapids, Minnesota

\$5,980,000 Taxable General Obligation Temporary Bonds, Series 2022A  
Sales Tax

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Overlevy
12/01/2023	-	-	292,820.67	292,820.67	307,461.70
12/01/2024	-	-	310,960.00	310,960.00	326,508.00
12/01/2025	5,980,000.00	5.200%	310,960.00	6,290,960.00	6,605,508.00
<b>Total</b>	<b>\$5,980,000.00</b>	<b>-</b>	<b>\$914,740.67</b>	<b>\$6,894,740.67</b>	<b>\$7,239,477.70</b>

## Significant Dates

Dated	12/22/2022
First Coupon Date	12/01/2023

## Yield Statistics

Bond Year Dollars	\$17,591.17
Average Life	2.942 Years
Average Coupon	5.2000000%
Net Interest Cost (NIC)	5.4039660%
True Interest Cost (TIC)	5.4026800%
Bond Yield for Arbitrage Purposes	5.1802215%
All Inclusive Cost (AIC)	5.7808514%

## IRS Form 8038

Net Interest Cost	5.2000000%
Weighted Average Maturity	2.942 Years

# City of Grand Rapids, Minnesota

\$2,430,000 Taxable General Obligation Temporary Bonds, Series 2022A  
Equipment - Ice Arena

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total
12/01/2023	-	-	118,989.00	118,989.00	(118,989.00)	-	-
12/01/2024	-	-	126,360.00	126,360.00	-	126,360.00	132,678.00
12/01/2025	2,430,000.00	5.200%	126,360.00	2,556,360.00	-	2,556,360.00	2,684,178.00
<b>Total</b>	<b>\$2,430,000.00</b>	<b>-</b>	<b>\$371,709.00</b>	<b>\$2,801,709.00</b>	<b>(118,989.00)</b>	<b>\$2,682,720.00</b>	<b>\$2,816,856.00</b>

## Significant Dates

Dated	12/22/2022
First Coupon Date	12/01/2023

## Yield Statistics

Bond Year Dollars	\$7,148.25
Average Life	2.942 Years
Average Coupon	5.2000000%
Net Interest Cost (NIC)	5.4039660%
True Interest Cost (TIC)	5.4026799%
Bond Yield for Arbitrage Purposes	5.1802215%
All Inclusive Cost (AIC)	5.7808514%

# City of Grand Rapids, Minnesota

\$1,030,000 Taxable General Obligation Temporary Bonds, Series 2022A  
Equipment - Miscellaneous

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total
12/01/2023	-	-	50,435.67	50,435.67	(50,435.67)	-	-
12/01/2024	-	-	53,560.00	53,560.00	-	53,560.00	56,238.00
12/01/2025	1,030,000.00	5.200%	53,560.00	1,083,560.00	-	1,083,560.00	1,137,738.00
<b>Total</b>	<b>\$1,030,000.00</b>	<b>-</b>	<b>\$157,555.67</b>	<b>\$1,187,555.67</b>	<b>(50,435.67)</b>	<b>\$1,137,120.00</b>	<b>\$1,193,976.00</b>

## Significant Dates

Dated	12/22/2022
First Coupon Date	12/01/2023

## Yield Statistics

Bond Year Dollars	\$3,029.92
Average Life	2.942 Years
Average Coupon	5.2000001%
Net Interest Cost (NIC)	5.4039661%
True Interest Cost (TIC)	5.4026800%
Bond Yield for Arbitrage Purposes	5.1802215%
All Inclusive Cost (AIC)	5.7808515%

Resolution No. \_\_\_\_\_

Councilmember \_\_\_\_\_ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of  
\$10,000,000 Taxable General Obligation Temporary Bonds, Series  
2022A**

- A. WHEREAS, the City Council of the City of Grand Rapids, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$10,000,000 Taxable General Obligation Temporary Bonds, Series 2022A (the "Bonds"), to finance improvements and equipment to the IRA Civic Center in the City; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grand Rapids, Minnesota, as follows:

1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City for the sale of the Bonds.
2. Meeting; Proposal Opening. The City Council shall meet at 5:00 PM on December 5, 2022, for the purpose of considering proposals for and awarding the sale of the Bonds.
3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by City Council Member \_\_\_\_\_ and, after full discussion thereof and upon a vote being taken thereon, the following City Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 14<sup>th</sup> day of November 2022.

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

Resolution No. \_\_\_\_\_

Councilmember \_\_\_\_\_ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of  
\$10,000,000 Taxable General Obligation Temporary Bonds, Series  
2022A**

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and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 14<sup>th</sup> day of November 2022.

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