



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

CITY COUNCIL MEETING AGENDA

Monday, July 28, 2025

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, July 28, 2025 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

POSITIVE HAPPENINGS IN THE CITY:

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

1. Approve Council minutes for Monday, July 14, 2025 Regular Council meeting.

VERIFIED CLAIMS:

2. Approve the verified claims for the period July 8, 2025 to July 21, 2025 in the total amount of \$2,040,489.38 of which \$594,433.66 are debt service payments.

CONSENT AGENDA:

3. Consider authorizing the Police Department to enter into a Joint Powers Agreement with the Aitkin-Itasca-Mille Lacs Vehicle Theft Initiative.
4. Consider adopting a resolution authorizing a grant application to the IRRR Development Partnership Grant Program for goMARTI 2.0
5. Consider labor agreements with Clerical, Police Patrol, Police Sergeants, and Public Works unions.
6. Consider Voiding Lost Accounts Payable Checks and Issue Replacement Checks.
7. Consider approving updated Automated License Plate Reader policy
8. Consider approving revised job description for Police Investigator.
9. Consider establishing new eligibility list for Firefighter Trainee.

10. Consider the termination of seasonal employee and hiring of two (2) seasonal employees at Pokegama Golf Course.
- [11.](#) Consider accepting the resignation from part-time seasonal golf employee.
- [12.](#) Consider adopting a resolution approving lender documents related to the Downtown Housing Development Project.
- [13.](#) Consider authorizing staff to solicit quotes for the multi-use trail culvert replacement project
- [14.](#) Consider adopting a resolution approving LG230 Application for Off-Site Gambling for Confidence Learning Center
- [15.](#) Consider approving agreement with Brothers Burn Mountain for musical performance at 2025 Tall Timber Days event

SET REGULAR AGENDA:

POLICE:

- [16.](#) Consider adopting a resolution to accept a donation from the Blandin Foundation in the amount of \$1000.00 for the National Night Out event on August 5, 2025

CITY COUNCIL:

- [17.](#) Consider appointing Janet Miller to the Human Rights Commission.

PUBLIC HEARINGS: (scheduled to begin no earlier than 5:00 PM)

- [18.](#) Conduct a public hearing to consider the vacation of a portion of the NW 12th Ave. Right of Way adjacent to Block 10 Syndicate Division.

COMMUNITY DEVELOPMENT:

- [19.](#) Consider the adoption of a resolution approving the vacation of a portion of the NW 12th Ave. right-of-way adjacent to Block 10, Syndicate Division

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR AUGUST 11, 2025 AT 5:00 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



CITY OF
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CITY COUNCIL MEETING MINUTES

Monday, July 14, 2025

5:00 PM

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

PRESENT: Mayor Tasha Connelly, Councilor Molly MacGregor, Councilor Tom Sutherland, Councilor Rick Blake, Councilor Dan Mertes

STAFF: Tom Pagel, Chad Sterle, Natalee Bushman, Kimberly Gibeau, Brooks Bachmann, Andy Morgan, Bill Saw, Kevin Ott, Chery Pierzina, Carl Babich, Will Richter, Jeremy Nelson, Rob Mattei

PROCLAMATIONS/PRESENTATIONS:

1. Oath of Office for Office Brooks Bachmann

Police Officer Brooks Bachmann takes the Oath of Office for the Grand Rapids Police Department.

POSITIVE HAPPENINGS IN THE CITY:

Mayor Connelly recognized the recent graduation of Police Captain Kevin Ott from the FBI National Academy. This elite 10-week leadership program, held in Virginia, is highly competitive—accepting less than 1% of law enforcement officers worldwide. Captain Ott's acceptance and successful completion of the program is a significant achievement that benefits not only his personal development but also strengthens the Grand Rapids Police Department and the wider community. His selection reflects his outstanding character, leadership, and dedication.

PUBLIC FORUM:

No one from the public wished to speak.

COUNCIL REPORTS:

Mayor Connelly shared that, along with Councilor Sutherland, she recently attended a City-County meeting with commissioners from Itasca County. To keep the Council informed, it was noted that Library Director Will Richter and the Mayor will present a proposed joint powers agreement (JPA) to the County Board for consideration. This JPA is not a formal governance agreement but is intended to initiate a collaborative conversation between city and county staff focused on conducting a long-range feasibility study for library operations. The proposal, suggested by the County Attorney, aims to address funding inequities. The County is currently in its budgeting process, and while no decisions have been made yet, the intent is to continue moving the conversation forward.

In addition, during the recent Range Mayors meeting, Director Paul Peltier requested a letter of support regarding the MPCA's (Minnesota Pollution Control Agency) sulfate standards related to the KEETAC water permit. Peltier is drafting a letter on behalf of the Range Mayors to submit as public comment. The concern is that the MPCA has acknowledged the standards they set cannot realistically be met, and if enforced, the consequences could be severe—impacting not only KEETAC and MINNTAC mining operations but also industries like logging. With roughly 1,800 locals employed at KEETAC and MINNTAC, the potential regional economic impact is significant. The public comment period opens July 8, and a public meeting is scheduled for September 3. The Range Mayors plan to finalize and submit the support letter before then, ideally at their next meeting in early August.

Mayor Connelly addresses public concern and rumors about the closure of Northland Second Harvest in Grand Rapids, clarifying that neither the food shelf nor the food bank is closing. The distribution center is relocating to Duluth, but Second Harvest will continue to operate and maintain a presence locally. Rising food and transportation costs are prompting some organizational changes, but community food access will remain intact.

Along Mayor Casper of Cohasset, Mayor Connelly attended the North Country Trail Town Designation event on July 10th. Grand Rapids is now recognized as a trail town along the North Country Trail, which spans from Vermont to North Dakota and is the largest of the 11 national scenic trails in the U.S. It uniquely crosses the Mississippi River in Grand Rapids. The trail has a positive impact on tourism, lodging, and the local economy; bringing in visitors from multiple states. The city is planning to add signage on entry points to highlight this designation.

Councilor Rick Blake attended the RAMS summer meeting on June 30th, where several legislative topics were discussed that impact the region. One topic was potential relief from the financial burden of changing high school mascots, which could save districts significant funds. It was also noted that county aid and Local Government Aid (LGA) were preserved in the state budget, a critical support for local governments. Emergency medical services (EMS) aid was also addressed, highlighting its importance to surrounding communities even if it doesn't directly impact the city. The successful passage of the bonding bill was emphasized as essential to avoiding project delays. Efforts continue on several issues, including expanding housing support through bipartisan work and lifting the nuclear moratorium to allow for more energy options in the future. A proposal to apply a tax on recreational properties to help fund school districts did not pass but remains a possibility for future sessions. This would particularly benefit counties with large numbers of seasonal properties.

At the Coalition of Greater Minnesota Cities meeting, attendees acknowledged the recent tragic deaths of a legislative leader and her husband, and the attack on another senator and his wife. Both individuals were recognized for their advocacy and balanced support of Greater Minnesota issues.

Councilor Blake also shared an update regarding the potential acquisition of Minnesota Power by the Canadian Pension Plan and Global Infrastructure Partners. The Minnesota Commerce Department has reached an agreement supporting the acquisition, and although it's not yet finalized, they are recommending approval to the Minnesota Public Utilities Commission. This move could lead to significant infrastructure investment in the state through Minnesota Power. Upcoming meetings related to the Minnesota Power Integrated Resource Plan were also mentioned. These meetings will cover topics such as the use of natural gas at Minnesota Power facilities, which has implications for preserving local revenues in Itasca County. The meeting schedule includes a virtual session on July 23, an in-person meeting in Eveleth on July 22, and another in Cohasset on July 28. Participation is encouraged, especially for those interested in regional energy planning and economic impacts.

APPROVAL OF MINUTES:

2. Approve Council minutes for Monday, June 23, 2025 Worksession and Regular meetings.

Motion made by Councilor Sutherland, Second by Councilor Blake to approve Council meetings for Monday, June 23, 2025 as presented. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

VERIFIED CLAIMS:

3. Approve the verified claims for the period June 17, 2025 to July 7, 2025 in the total amount of \$568,844.60.

Motion made by Councilor Mertes, Second by Councilor MacGregor to approve the verified claims as presented. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

CONSENT AGENDA:

4. Consider approving agreements with Twist of Fate and Time Machine for musical performances at 2025 Tall Timber Days event.
5. Authorize signatures on Trimble/CityWorks Mutual Nondisclosure Agreement and CityWorks/Azteca Systems Addendum #4-Licensee Acknowledgement and Oracle America Inc License Amendment #1.
6. Consider approval of Change Order 2 for CP 2025-1, SE 7th Avenue Mill & Overlay Project.
7. Consider Voiding Lost Accounts Payable Checks and Issue Replacement Checks.
8. Consider new pay grade and salary for Public Works Seasonal Employee for the 2025 Spring/Summer Maintenance Season.
9. Consider Voiding Lost Accounts Payable Checks and Issue Replacement Checks.
10. Consider a request by the police department to apply and accept a grant from the Minnesota Office of Traffic Safety for 10 child safety seats.
11. Consider agreement with Blandin Paper Company related to Rapids Radio Rockfest.
12. Consider entering into a Cleaning Services Agreement with Northwoods Cleaning Company at City Hall, Central School, and the library.
13. Consider Voiding Lost Accounts Payable Checks and Issue Replacement Checks.
14. Consider annual review of Data Access Policy.
15. Consider authorizing the Fire Department to enter contract with service provider Angie Baratto MA, LPCC.
16. Considering approving the HMEP grant agreement from the Minnesota Department of Public Safety.

17. Consider authorizing the police department to apply for a 2025-2026 Toward Zero Deaths (TZD) grant from the Minnesota Department of Public Safety- Office of Traffic Safety for the purpose of extra traffic enforcement.
18. Consider a parking lot agreement with the Blandin Foundation
19. Consider a request by the police department to apply for a DWI officer grant through the Office of Traffic Safety (OTS).
20. Consider making a motion to increase the hourly Hazmat rate of pay.
- 20a. Consider adopting a resolution approving a collateral assignment and subordination of Development Assistance Agreement, TIF Note and Tax Abatement Note.

Motion made by Councilor Blake, Second by Councilor Sutherland to approve the Consent agenda as amended with the addition of item 20a. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

SET REGULAR AGENDA:

Motion made by Councilor Blake, Seconded by Councilor MacGregor to approve the Regular agenda as presented. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

ADMINISTRATION:

21. Consider appointment of Will Richter to the Zoning Administrator position.

The City Council previously approved the posting for the Zoning Administrator position in May. Following the posting, the City received three applications, and all three candidates were interviewed. The hiring committee, consisting of Rob Matei, Matt Wegworth, and Chery Pierzina, is recommending the appointment of Will Richter to the position, with an official start date of August 4, 2025.

Motion made by Councilor MacGregor, Second by Councilor Sutherland to appoint Will Richter to the position of Zoning Administrator as presented. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

22. Consider one-time special payment to MSRS Health Care Savings Plan to insurance eligible employees, due to increase in health insurance deductible.

In response to a \$500 increase in employee health insurance deductibles effective January 1st, the City is addressing statutory obligations under Minnesota Statute 471.6161, which requires agreement between the public employer and employee unions before any reduction in the aggregate value of insurance benefits. To comply, the City has prepared memorandums of understanding to provide one-time \$500 payments to affected employees. These payments will be deposited into MSRS accounts for members of the two police unions, clerical, and library bargaining units, and into Health Savings Accounts for Public Works 49ers members. These actions are outlined under agenda items 22 and 23, respectively.

Motion made by Councilor MacGregor, Second by Councilor Sutherland to approve special payment to MSRS Health Care Savings Plan to insurance eligible employees as presented. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

23. Consider one-time special payment to Operating Engineers Local 49 Health Reimbursement Arrangement (HRA) to insurance eligible employees, due to increase in health insurance deductible.

Motion made by Councilor Blake, Second by Councilor Mertes to approve special payment to Operating Engineers Local 39 HRA as presented. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

24. Consider appointment of Amy Dettmer to the vacant Director of Library Services position and request authorization to post two part-time positions.

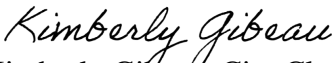
The City is pleased to recommend the appointment of Amy Dettmer to the role of Director of Library Services, effective August 4, 2025. Amy has served the Grand Rapids Area Library since 2006, first as a Reference Librarian, and for the past 17 years as Assistant Library Director. She will receive an annual salary of \$92,576.33, classified as exempt and aligned with salary grade 13.

As the Assistant Library Director position will remain vacant, the Library is requesting authorization to post, advertise, interview, and hire for two part-time Library Public Services Clerk I positions. These positions will range from 20 to 28 hours per week to support ongoing service needs.

Motion made by Councilor MacGregor, Second by Councilor Sutherland to approve the appointment of Amy Dettmer to the position of Director of Library Services and begin the process of filling two part-time Library Public Services Clerk I positions as presented. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

There being no further business, the meeting adjourned at 5:33 PM.

Respectfully submitted:


Kimberly Gibeau, City Clerk

MUSIC PERFORMANCE CONTRACT

THIS CONTRACT (the "Agreement") made and entered into this 5th day of July, 2025 (the "Execution Date"),

BETWEEN:

The City of Grand Rapids of Grand Rapids, MN
(the "Client")

OF THE FIRST PART

- AND -

Jesse Dermody

- AND -

Ryan Dermody
(individually and collectively known as the "Performer")

OF THE SECOND PART

BACKGROUND:

- A. The Performer is a professional entertainment group known as "The Brothers Burn Mountain".
- B. The Client wishes to engage the Performer subject to the terms and conditions as follows:

IN CONSIDERATION OF and as a condition of the Client hiring the Performer and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement agree as follows:

Business Address of the Performer

- 1. The Performer will be represented by a group leader (the "Group Leader"). Any payments by check or money order should be made out to the Group Leader. The Performer's business

address is as follows:

Group Leader: Jesse Dermody



Business Address of the Client

2. The Client's business address is as follows:

Address: Grand Rapids, MN

Telephone: _____

Venue

3. The place of performance (the "Venue") is located at:

Name: Tall Timber Days

Address: Grand Rapids, MN 55744

Telephone: (303) 618-5561

Performance

4. The entertainment to be provided by the Performer is generally described as Live Music (the "Performance").

Date and Time of Performance

5. The Performance will consist of one show on the date and between the times indicated in the table below and the Venue will be available for set-up and sound check at the date and time also indicated in the table:

Set-up Time and Date	Date of Show	Start Time	End Time
12:30pm Aug. 2, 2025	Aug. 2, 2025	2:00 pm	5:00 pm

Payment

6. In full consideration for all services rendered by the Performer at the Performance, the Client agrees to pay the Performer a fixed fee of ~~\$1,200.00~~ USD (the "Fee").

Performer Expenses

7. The Performer agrees that the Fee is inclusive of all expenses, accommodations, holiday entitlements, traveling expenses to and from the Venue and covers any costs whatsoever incurred by any of the members individually or collectively as a group, except as expressly provided in this Agreement.

Payment of Balance

8. Promptly after the last show on the final date of the Performance, the Client will pay to the Performer any outstanding balance of the Fee in cash, money order, certified check, or online payment.

Cancellation

9. The Performer reserves the right to cancel this Agreement without obligation upon written notice to the Client prior to June 1, 2025
10. The Client reserves the right to cancel this Agreement without obligation upon written notice to the Performer prior to June 1, 2025 Cancellation by the Client later than June 1, 2023 will require payment of the full Fee.

Non-performance by the Client

11. Those obligations of the Client required to be met prior to the Performance are conditions precedent which must be satisfied in full by the Client before the Performer is required to perform unless otherwise agreed to by all parties in writing. If the Client cancels or postpones the Performance, or any show comprising the Performance, without proper notice or fails to make any payment or fails to perform any other condition precedent as required by this Agreement then the Client will be in breach of this Agreement and the Performer will have no further obligations under this Agreement.

Security Deposit

12. The Performer will not be required to post a security deposit against any or all possible damage related to or arising from the Performance.

Force Majeure

13. Neither the Performer nor the Client will be held liable for any failure to perform its obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labor difficulties or strike, inclement weather, epidemic, interruption or delay of transportation service, acts of God, or any other legitimate cause beyond the reasonable control of the Performer and the Client.

Sickness and Accidents

14. The Performer agrees to meet its obligations under this Agreement subject to legitimate incapacity by sickness or accident.

No Recording of the Performance

15. Recording or transmitting of the Performance by anyone through any means whatsoever will not be allowed under this Agreement. It is the responsibility of the Client to enforce this provision.

Merchandising

16. The Performer may offer CDs, tapes and other such items for sale at the Performance. The Client will provide a suitable area with reasonable visibility and accessibility to facilitate merchandising.

Exclusivity

17. The Performer will perform exclusively for the Client throughout the actual period of services of this Agreement unless otherwise provided by the Client in writing. The Performer at the time of signing this Agreement will not be under any contract to a third party that might preclude the Performer from fulfilling the requirements of this Agreement.

Indemnification

18. The Performer is responsible only for its own conduct. The Performer will be compensated by the Client for any and all damage done to the Performer's equipment by the Client, its agents or guests. The Client indemnifies and holds the Performer harmless for any and all property damage or personal injury that results from or is related to the Performance that is not directly

caused by the Performer.

Permits

19. The Client warrants and represents that it has obtained any and all permits, approvals, licenses and variances necessary for the Performance.

Security

20. The Client will take reasonable precautions for the safety of the Performer and the Performer's equipment during all aspects of the Performance and at all times while the Performer and the Performer's equipment is on the Venue premises. The Client is also responsible for ensuring that only the Performer and its designated technicians and representatives are allowed on stage or in the backstage area.

Picket Lines

21. The Performer will not be required to cross a picket line established by a labor organization at the Venue nor will the Performer be disciplined, or this Agreement be considered or deemed breached by the Performer, by reason of the Performer's refusal to cross such picket line.

Governing Law

22. This Agreement will be governed by, and construed in accordance with, the laws of the State of Minnesota. The Client and the Performer each submit to the jurisdiction of the courts of the State of Minnesota for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Covenant of Good Faith and Fair Dealing

23. The Client and the Performer agree to perform their obligations under this Agreement, in all respects, in good faith.

Miscellaneous Terms

24. Time is of the essence in this Agreement.
25. This Agreement may be executed in counterpart. Facsimile signatures are binding and are considered to be original signatures.

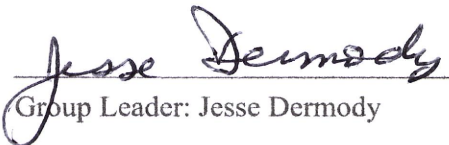
26. No part of the Performance may consist of acts in violation of any local laws, codes, statutes, ordinances, regulations, rules or any other requirements including building and fire regulations. If the Performer violates this section, the Client may immediately cancel the Performance and this Agreement.
27. The Performer's representative warrants that by signing this Agreement it has the authority to bind the Performer to the terms and conditions of this Agreement.
28. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
29. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
30. This Agreement contains the entire agreement between the parties and cannot be changed except by written instrument subsequently executed by the parties to this Agreement. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made to the Client by the Performer, or to the Performer by the Client, in the negotiation stages of this Agreement may in some way be inconsistent with this final written contract. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
31. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Performer's successors, assigns, executors, administrators, beneficiaries, and representatives, and the Client's successors and assigns.
32. The Performer specifically warrants and represents that all copyrighted material to be performed has been licensed or authorized by the copyright owners or their representatives. The Performer indemnifies the Client for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the Performance.

33. The Client will be responsible for providing suitable power and electricity for the Performance.
34. It is the intent of the parties to this Agreement that the Performer is an independent contractor and will control the manner and means of the Performance. The Client will control the scheduling of the Performance. The Performer is not an employee of the Client. The exclusive nature of this Agreement is limited to the duration of the Performance and it is expected that the Performer will enter other similar agreements with other clients.
35. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven days after being placed in the mail, postage prepaid, to the parties at the respective addresses contained in this Agreement or as the parties may later designate in writing.

IN WITNESS WHEREOF the Client and Performer have duly affixed their signatures under hand and seal on this 5th day of July, 2025.

The City of Grand Rapids

per: _____ (seal)


Group Leader: Jesse Dermody

CITY OF GRAND RAPIDS BILL LIST - JULY 28, 2025

Department Summary Report

Item 2.

VENDOR NAME/INVOICE #	AMOUNT
Acheson 1021042	\$ 180.00
Acheson 1021075	\$ 210.00
Acheson 1021398	\$ 230.00
Anderson Glass I057844-C	\$ 2,820.00
Beacon 0616435IN	\$ 642.20
Burggraf's 406106	\$ 41.99
Burggraf's 406231	\$ 52.43
Burggraf's 406407	\$ 6.99
Burggraf's 406416	\$ 39.99
Burggraf's 406433	\$ 89.98
Burggraf's 406472	\$ 249.99
Burggraf's 406561	\$ 19.99
Burggraf's 406597	\$ 108.50
CAR Inc. 3409	\$ 5,000.00
Carquest Auto Parts 967382, 968511	\$ 124.46
Carquest Auto Parts 970330	\$ 16.00
Carquest Auto Parts 971280, 971467, 971818, 971909	\$ 62.27
Clareys 217901	\$ 3,221.10
Cole's 144706	\$ 146.79
Cole's 144740	\$ 24.08
Cole's 146033	\$ 26.66
Commercial Refrigeration 47984	\$ 518.75
Computershare City01082025	\$ 11,663.13
Dakota Fluid 7359324	\$ 52.29
Deluxe 9008296358	\$ 1,520.86
Diamond Vogel 809204441	\$ 329.58
Ehlers Invoice 101971	\$ 4,250.00
Ehlers Invoice 101994	\$ 442.50
Fair-Play 1609426	\$ 12,745.00
Fairview	\$ 714.00
Fastenal 145841	\$ 667.42
Fastenal 146039	\$ 160.05
Fastenal 146053	\$ 13.08
Gartner 105293	\$ 3,346.42
Glen's Army Navy Store	\$ 750.00
Grand Plaza D W Jones	\$ 15,198.17
Grand Rapids Sawmill	\$ 66,688.38
Grand Rapids State Bank-Block 37	\$ 12,893.60
Guardian 2673719	\$ 70.00
Hawk 25-0102	\$ 51,300.00
Hawkinson Construction 631	\$ 22,587.36

CITY OF GRAND RAPIDS BILL LIST - JULY 28, 2025

Department Summary Report

Item 2.

Hawkinson Construction 962	\$ 695.00
Hawkinson Construction pay app #2	\$ 222,445.13
Hawkinson Construction pay app #3	\$ 102,972.99
Itasca County Historical Society	\$ 11,300.00
Keller 061425	\$ 650.00
Kriss Premium Products Inc. 195652	\$ 1,137.73
Kutak Rock 3583073	\$ 1,795.50
Kutak Rock 3583074	\$ 1,151.50
L&M GRR-04-10022705	\$ 36.08
L&M GRR-05-10024915	\$ 80.70
L&M GRR-14-10014589	\$ 155.61
Lake Superior Cutting inv-220400804	\$ 300.00
Lakewood Heights Apts	\$ 28,151.26
Lease Landscaping 3917	\$ 569.70
McCoy Construction 2541842	\$ 1,005.66
MN State Retirement System 6/16/25 T Cole	\$ 2,011.34
Nartec 21670	\$ 190.28
Nardini Fire Equipment	\$ 275.00
North Country Veterinary Clinic 357366	\$ 196.20
Northland Lawn & Sport 42911	\$ 79.46
Nuch's In The Corner 035676	\$ 25.00
Pokegama Grill 07-04-25 fireworks	\$ 109.34
PUC MISC50849	\$ 6,900.00
Ray's Sport & Cycle 478334	\$ 57.79
River Hills of GR	\$ 45,876.07
S&S Meats 80644	\$ 140.12
Sandstrom's 552228	\$ 930.24
Sandstrom's CM361348	\$ (85.08)
Schwartz 44596	\$ 1,020.00
SEH 490830	\$ 141,300.74
SEH 490833	\$ 3,721.04
SHI B19982700	\$ 5,059.70
Sterle I-2858	\$ 2,388.75
Streicher's S1620988-I1769974	\$ 1,241.82
Streicher's S1612521-I1769833	\$ 1,861.20
Streicher's S1620988-I1772122	\$ 44.80
Streicher's S1620988-I1772852	\$ 57.95
Streicher's S1620988-I1773478	\$ 224.99
Streicher's S1623070-I1773379	\$ 1,247.77
Symbol Arts 0536023	\$ 843.50
Titan Machinery PS0821861-1	\$ 285.73
Trout Enterprises 25-250	\$ 760.80
Unique Opportunities	\$ 29,892.13
US Bank	\$ 582,770.53

CITY OF GRAND RAPIDS BILL LIST - JULY 28, 2025

Department Summary Report

Item 2.

Vestis 2630443894	\$	73.29
Vestis 2630445759-C	\$	67.93
Vestis 2630446335	\$	67.01
Wallwork 01P618413	\$	179.59
WW Thompson 2507-779424	\$	232.80
Yoder Building Supplies 083511	\$	55.87

TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$	1,421,774.57
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CHECKS ISSUED-PRIOR APPROVAL

Amazon Capital Services	\$	57.72
Amazon Capital Services	\$	81.49
AT&T Mobility	\$	3,970.77
Cannon Financial Services	\$	62.01
Cannon Financial Services	\$	45.48
Central Builders	\$	500.00
CenturyLink	\$	259.00
CenturyLink	\$	53.20
City of Cohasset	\$	93.81
City of Grand Rapids Payroll	\$	334,175.35
Enterprise FM Trust	\$	35,345.75
Holiday Stationstores	\$	313.50
ICTV	\$	19,649.53
Itasca County Recorder	\$	40.94
Itasca County Recorder	\$	46.00
Benjamin Kemper	\$	500.00
Lake Country Power	\$	53.55
League of MN Cities Ins Trust	\$	12,491.00
League of MN Cities Ins Trust	\$	1,324.00
Loffler Companies	\$	447.80
Loffler Companies	\$	169.18
Diana Rae Magner	\$	600.00
Marco Technologies	\$	103.82
Mutual of Omaha	\$	547.45
Operating Engineers Local #49	\$	132,809.00
Halley Ortenblad	\$	50.00
Kevin Ott	\$	91.33
Thomas Pagel	\$	1,772.00
Paul Bunyan Communications	\$	1,741.09
Molly MacGregor	\$	588.00
Madelyn Pratto	\$	50.00
Marco Technologies	\$	68.80
Marco Technologies	\$	110.72

CITY OF GRAND RAPIDS BILL LIST - JULY 28, 2025

Department Summary Report

Item 2.

Marco Technologies	\$	130.11
Minnesota Energy Resources	\$	45.00
Minnesota IT Services	\$	460.71
Minnesota Unemployment Comp Fund	\$	7,778.36
MN BCA/Training & Education	\$	75.00
MN Dept of Labor & Industry	\$	5,168.65
MN State Treas/Bldg Inspector	\$	1,433.01
Public Utilities Commission	\$	25,078.38
TASC	\$	35.55
VISA	\$	3,288.30
Visit Grand Rapids	\$	23,681.98
William Richter	\$	57.00
WM Corporate Services	\$	3,270.47
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:	\$	618,714.81
TOTAL ALL DEPARTMENTS:	\$	2,040,489.38



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: July 28, 2025

AGENDA ITEM: Consider authorizing the Police Department to enter into a Joint Powers Agreement with the Aitkin-Itasca-Mille Lacs Vehicle Theft Initiative.

PREPARED BY: Chief Andy Morgan

BACKGROUND:

The Police Department has been committed to Aitkin-Itasca-Mille Lacs Violent Crime Enforcement Team (hereinafter called “AIM VCET”) for years. The intent of the collaboration is to better investigate, identify and disrupt illegal drug activity in the communities within the jurisdictions previously mentioned. AIM VCET works toward making our communities safer by combatting drug crimes, assist in investigating drug overdose tragedies and participate in community events / presentations.

AIM VCET recently expanded focus towards also combatting motor vehicle theft and received substantial State support to organize and operate AIM Vehicle Theft Initiative (AIM VTI). The attached JPA establishes an agreement between various partners.

City Attorney has reviewed such JPA and has not identified concern.

REQUESTED COUNCIL ACTION:

Make a motion authorizing the Police Department to enter into a Joint Powers Agreement with the Aitkin-Itasca-Mille Lacs Vehicle Theft Initiative.

**JOINT POWERS AGREEMENT TO FORM
THE AITKIN-ITASCA-MILLE LACS VEHICLE THEFT INITIATIVE**

WHEREAS, Minn. Stat. §387.03 requires that the sheriff of each county shall keep and preserve the peace of the county and perform all of the duties pertaining to the office; and

WHEREAS, Minn. Stat. §412.221, subd. 32 empowers the city to prevent crime and to provide for the protection of property and the promotion of health, safety, order, and convenience; and

WHEREAS, Minn. Stat. §471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties.

NOW, THEREFORE, BE IT RESOLVED by the county boards of Itasca, Aitkin, and Mille Lacs Counties and the City Councils of Grand Rapids resolve as follows:

I. PURPOSE

The Aitkin-Itasca-Mille Lacs Vehicle Theft Initiative is formed to investigate, identify, and disrupt vehicle theft activity within the counties of Aitkin, Itasca, and Mille Lacs and the City of Grand Rapids (hereinafter called “AIM VTI”). The Participating Agencies promote cooperative law enforcement through multi-jurisdictional investigations in Northern Minnesota. Participating Agencies are those governmental units or entities identified in Minnesota Statute Section 471.59 who have authorized and signed this Agreement.

All actions shall be conducted in a manner consistent with federal and state regulations for grant program funds.

II. NON-WAIVER OF IMMUNITIES

The joining of the Participating Agencies in this Joint Powers Agreement shall not waive any immunities that the parties may enjoy under statute or common law, nor shall the joinder of the parties constitute a “stacking” of any insurance each party carries for their own benefit and/or that of its agents and employees.

III. AIM VTI BOARD

The members of the Board shall be the sheriff of each member county, the police chief of each city, and at least one county attorney from a member county as the advisor to AIM VTI. The Board shall elect a chair which shall be the Board Chair, and a Secretary and Treasurer from among its members. Said officers shall serve a one-year term of office and may serve more than one term. The Board Chair shall be responsible for conducting the business meetings, documenting meeting minutes and maintain frequent communication with the members of the Board and the AIM VTI Program Manager. The Board Chair, at each of the business meetings, shall review operational activities and expenditures and discuss relevant issues to AIM VTI. In

the absence of the Board Chair, the duties may be assumed by the Secretary of the Board, or in their absence, the Treasurer.

The Chain of Command shall be as follows: The Board, the Board Chair, AIM VTI Program Manager. If the Program Manager requires direction, he may seek such direction from the Board Chair. In the absence of the Board Chair, the Secretary, or in their absence, the Treasurer. In the absence or unavailability of an officer of the Board, the Program Manager may contact one of the participating agency's Chiefs, Sheriffs or other Board member for advice and direction.

All actions of the Board shall be consistent with this Joint Powers Agreement, its guidelines. The Board shall adopt such By-Laws and operating rules as it deems necessary. The VTI operations shall adhere to applicable professional guidelines. The Board shall establish the mission and goals of the AIM VTI and shall monitor the progress toward the AMI VTI goals. The Board shall be responsible for the records management system, the statistical records and all financial reports. All AIM VTI policies and procedures shall be adopted by the Board as well as any amendments thereto.

The Board may receive and disburse public funds, private donations and grants to carry out the purposes of this Agreement. The requirements of Minn. Stat. § 471.59, subd. 3 shall apply. The Board shall be strictly accountable to the Participating Agencies for all funds and shall report to the parties hereto on all receipts and disbursements. The reporting period shall be the calendar year. Contracts let and purchases made by the Board shall conform to Minn. Stat. §471.345 (Uniform Municipal Contracting Law). The Treasurer who will be the fiscal agent shall be elected annually by the Board. The Board may elect a fiscal agent upon motion and approval of the majority vote of the Board and consent of the Board member being asked to be the fiscal agent.

The Board shall meet on the call of the Chair or on written notice by any three Board members.

The majority of the Board shall constitute a quorum for a meeting. A majority vote of the full Board shall be necessary to approve a motion. A meeting of the Board shall be required to transact business.

IV. AIM VTI OFFICERS

Participating Agencies should assign one or more officers as the Program Manager. Any change or addition of officers will be voted on by the Board. The Program Manager shall be a licensed police officer appointed by the Board.

Program Manager should be responsible for the collection and managing of data from the participating agencies to effectively report to State of Minnesota statistics necessary to continue granted monies used to support AIM VTI.

Employees who are assigned as the Program Manager shall be entitled to the same salary and benefits to which they would otherwise be entitled and shall remain employees of the assigning

agency for all other purposes except that the supervision of their duties during the period of detail may be governed pursuant to this Agreement.

Participation of an assigning agency's employee as Program Manager in the AIM VTI is deemed to advance the interests of the assigning agency. Therefore, participation of an assigning agency's officer as the Program Manager is deemed to be in the course of the officer's employment with the assigning agency.

As the AIM VTI will be jointly exercising police power possessed by the Participating Agencies, the terms of Minn. Stat. §§ 471.59, subds. 12 & 12a shall apply.

V. CONTRIBUTIONS

Each Participating Agency agrees to provide resources necessary to maintain the as agreed in the annual grant application proposal. These resources must include statistical data involving motor vehicle theft reports, motor vehicles recovered and other needed data for grant reporting purposes.

Each Participating Agency may make financial contributions to be administered by the Vehicle Theft Initiative. The Vehicle Theft Initiative shall not have the power to issue bonds or obligations under the laws by which governmental units may independently issue bonds or obligations as the joint board is not composed solely of members of the Participating Agencies' governing bodies. Minn. Stat. § 471.59, subd. 11.

Each Participating Agency will be responsible for individual contracts with the Automated License Plate Reader (ALPR) private company. The Vehicle Theft Initiative will provide annual reimbursements for portions of each agencies deployed devices as established by the Chief Law Enforcement Officers of each jurisdiction.

Current contributions would be as follows;

Aitkin County- \$6,000
 Itasca County- \$12,000
 Mille Lacs County- \$9,000
 City of Grand Rapids- \$9,000

VI. COORDINATING AGENCY

Aitkin County as the fiscal agent shall designate a Sheriff's Office employee who will be responsible for maintaining statistical information necessary for grant reporting. The employee, in conjunction with the members of the participating agency, shall be responsible for timely data collection and the accurate reporting as necessary to the State of Minnesota.

VII. FISCAL AGENCY

The Aitkin County Sheriff's Office shall ensure compliance with all state and federal accounting and auditing requirements, including those described in Minn. Stat. §§ 16B.98, subd. 8 & 16C.05, subd. 5. and oversight of dispersal of grant funds.

VIII. DATA AND PUBLIC INFORMATION RELEASES

Data gathered, collected, stored and used by the Vehicle Theft Initiative shall be subject to the Minnesota Government Data Practices Act and Rules issued pursuant thereto, Minn. Stat. Ch. 13.

The law enforcement agency having venue over the offense for prosecution purposes shall control and be responsible for public information releases, including arrest data. The Participating Agencies understand that government data disseminated to a government entity by another government entity has the same classification at the entity receiving them as they had at the entity providing them. Minn. Stat. § 13.03, subd. 4(c).

IX. LIABILITY AND INDEMNIFICATION

The Vehicle Theft Initiative agrees to defend and indemnify its Participating Agencies for any liability claims arising from Vehicle Theft Initiative activities or operations and decisions of the Board. Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses.

To the fullest extent permitted by law, action by the Participating Agencies to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Participating Agencies that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a), provided further that for purposes of that statute, each Participating Agency to this Agreement expressly declines responsibility for the acts or omissions of another Participating Agency. The Participating Agencies to this Agreement are not liable for the acts or omissions of another Participating Agency to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other Participating Agencies. This Vehicle Theft Initiative shall be considered a Joint Powers Entity.

Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any Participating Agency for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

Any excess or uninsured liability shall be borne equally by all the Participating Agencies, but this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

Each Participating Agency shall be responsible for injuries to or death of its own personnel.

Each Participating Agency will maintain workers' compensation insurance or self-insurance covering its own personnel while they are assigned to the Vehicle Theft Initiative or are otherwise participating in or assisting with Vehicle Theft Initiative operations or activities. Each Participating Agency waives the right to, and agrees that it will not, bring any claim or suit against the Vehicle Theft Initiative or any other Participating Agency for any workers' compensation benefits paid to its own employees or dependents, that arise out of participation in or assistance with Vehicle Theft Initiative operations or activities, even if the injuries were caused wholly or partially by the negligence of any other Participating Agency or its officers, employees, or volunteers.

Each Participating Agency shall be responsible for damages to or loss of its own equipment. Each Participating Agency waives the right to, and agrees that it will not, bring any claim or suit against the Vehicle Theft Initiative, or any other Participating Agency, for damages to or loss of its equipment arising out of participation in or assistance with Vehicle Theft Initiative operations or activities, even if the damages or losses were caused wholly or partially by the negligence of any other Participating Agency or its officers, employees or volunteers.

All insurance or liability coverage policies and certificates required under this Agreement shall be open to inspection by any Participating Agency and copies of the policies or certificates shall be submitted to the Participating Agency upon written request.

X. DURATION

The duration of this Agreement shall continue until terminated as hereinafter provided.

XI. WITHDRAWAL AND TERMINATION

Any Participating Agency of the Vehicle Theft Initiative may withdraw from this Agreement upon sixty (60) days written notice to all other Participating Agencies and upon the completion of their responsibility to the grant agreement. Upon any Participating Agency's withdrawal, the balance of this entire Agreement remains in full force and effect. Alternatively, this entire Agreement may be terminated at any time by the written agreement of a majority of the Board members.

XII. DISTRIBUTION OF PROPERTY ON TERMINATION OR WITHDRAWAL

- A. Termination. Upon complete termination of this Agreement by all Participating Agencies and after the purpose of this Agreement has been completed, any property acquired by the Vehicle Theft Initiative as a result of the joint exercise of powers hereunder and any

surplus monies shall be returned to the State grant authority in proportion to contributions of the Participating Agencies after satisfaction of any liabilities or responsibilities of the Joint Powers has been satisfied. Liabilities shall be shared equally among the Participating Agencies.

- B. Withdrawal. In the event of withdrawal from this Agreement by one or more Participating Agencies, if two or more of the remaining Participating Agencies continue this Agreement, the remaining Participating Agencies may either distribute the property contributed by the withdrawing Participating Agency to the withdrawing Participating Agency or buy out the withdrawing Participating Agency's interest therein by purchasing the withdrawing Participating Agency's proportionate share of the actual cash value of the property measured at the time of withdrawal of the Participating Agency. Surplus monies or surplus cash shall be retained by the remaining Participating Agencies to this Agreement.

Participating Agencies are eligible for distribution of property accrued after the date of the Participating Agency's inclusion.

XIII. AMENDMENT OF THE JOINT POWERS AGREEMENT

This Agreement may be amended by agreement of all Participating Agencies to the same and upon approval of the Participating Agencies' respective Board of Commissioners.

THIS AGREEMENT, AS AMENDED, IS APPROVED AND ADOPTED by the Participating Agencies as follows:

COUNTY OF AITKIN

Dated: _____

By: _____
Its Board Chair

Dated: _____

By: _____
Its Clerk

COUNTY OF ITASCA

Dated: _____

By: _____
Its Board Chair

Dated: _____

By: _____
Its Clerk

COUNTY OF MILLE LACS

Dated: _____

By: _____
Its Board Chair

Dated: _____

By: _____
Its Clerk

CITY OF GRAND RAPIDS

Dated: _____

By: _____
Its Mayor

Dated: _____

By: _____
Its Clerk



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: July 28, 2025

AGENDA ITEM: Consider adopting a resolution authorizing a grant application to the IRRR Development Partnership Grant Program for goMARTI 2.0

PREPARED BY: Matt Wegwerth

BACKGROUND:

The City of Grand Rapids, in support of GoMarti, is proposing to submit grant application to the Minnesota Department of Iron Range Resources and Rehabilitation Development Partnership Grant Program.

The proposal for July 2025-June 2026 includes our discovery and research phase, GET SMART and Ecosystem Mapping & Coalition Building phase, GET OUT. The first phase, GET SMART, is meant to gather an in-depth understanding of (1) local and state funding, (2) funding sources for emerging transportation technologies piloting and/or long-term, (3) identify the surrounding ecosystem of stakeholders. After we complete the research phase we will move into GET OUT, where we will convene a group of select stakeholders from our ecosystem map. The stakeholders will participate in a future-proofing workshop "rapid brewing session", where we will rapidly brew innovative ideas of sustainable models and collect feedback on the viability of funding models proposed. Finally, we will run a secondary validation analysis from insights gathered during the workshop and provide a final report with strategic recommendations for viable funding models for GoMarti.

The grant request is for \$150,000, with match funds from goMARTI Attain/MnDOT IJJA. No City funds will be used for this project.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution authorizing a grant application to the IRRR Development Partnership Grant Program

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

RESOLUTION NO. 25-__

**A RESOLUTION OF SPONSORSHIP
FOR DEVELOPMENT PARTNERSHIP GRANT APPLICATION
(GOMARTI 2.0 INNOVATING RESEARCH PROJECT)**

WHEREAS, the City of Grand Rapids supports the grant application made to the Minnesota Department of Iron Range Resources and Rehabilitation Development Partnership Grant Program. The application is to support discovery and research for goMarti 2.0 Innovating Funding Research Project; and

NOW, THEREFORE, BE IT RESOLVED, if the City of Grand Rapids is awarded a grant by the Minnesota Department of Iron Range Resources and Rehabilitation, the City of Grand Rapids agrees to accept the grant award, and may enter into an agreement with the State of Minnesota for the above referenced project. The City of Grand Rapids will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

BE IT FURTHER RESOLVED, the City Council of the City of Grand Rapids names the fiscal agent for the City of Grand Rapids for this project as:

Matt Wegwerth
Public Works Director / City Engineer
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744

Adopted by the Council this 28th day of July, 2025.

Tasha Connelly, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: July 28, 2025

AGENDA ITEM: Consider labor agreements with Clerical, Police Patrol, Polic Sergeants, and Public Works unions.

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

Labor agreements with Clerical, Police Patrol, Polic Sergeants, and Public Works unions end at the end of this calendar year. The attached labor agreements are for calendar years 2026-2028.

REQUESTED COUNCIL ACTION:

Make a motion to approve labor agreements for calendar years 2026-2028 with Clerical, Police Patrol, Polic Sergeants, and Public Works unions.

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF GRAND RAPIDS

AND

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

PUBLIC WORKS

January 1, 2026 – December 31, 2028

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PREAMBLE

This Agreement is entered into by and between the City of Grand Rapids (hereafter the “Employer”) and Local 49 of the International Union of Operating Engineers, (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 regular monthly Union dues in an amount designated by the Union from the pay of bargaining unit employees who authorize such a deduction in writing, and the Employer shall remit such dues directly to the Union as provided in this Article. In addition to the regular monthly Union dues, the Employer agrees to deduct a working dues assessment in the amount of one-half of one percent (1/2%) of the employee's regular hourly wage for all hours worked up to 40 hours per week.

The Employer agrees to rely on a certification from the Union identifying employees who have authorized the Employer to deduct such Union dues from their wages. Such authorization will be effective until the Union notifies the Employer that an employee has changed or cancelled the employee's authorization in writing in accordance with the terms of the original authorization.

All dues money collected by the Employer through such deduction shall be remitted to the Union along with a reporting form which states the employee's name, last four digits of social security number, hours worked, and amount of working dues deducted, to the Union's office located at 2829 Anthony Lane South, Minneapolis, MN 55418 not later than the 15th day of the month following the month in which deductions were made.

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	Juneteenth

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 Personal Time Off (PTO), the employee shall not be charged for a day of PTO 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 workday, employees will be granted one-half (1/2) day off with pay. If employees are required to remain on duty during the one-half day, compensation will be at two and one-half (2-1/2) times the employee's regular hourly rate (maximum of four hours at the 2-1/2 rate.) If Christmas Eve falls on a Saturday or Sunday in any year, it shall not be considered a holiday.

ARTICLE 11 PERSONAL TIME OFF

Section 11.1. As of the effective date of the Employer's Personal Time Off Plan, as incorporated into the Employer's Personnel Policies, said Personal 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 Personal 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 Personal 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 Personal Time Off Plan adopted by the Employer.

Section 11.3 For purposes of reference and information only, City employees will accrue Personal 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 Personal Time Off Accrued

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

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

Completed Years of Employment Personal Time Off Accrued

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

**ARTICLE 12
GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If appealed to any procedure other than Step 4 of this Article, the grievance is not subject to the arbitration procedure as provided in Step 4 of this Article. The aggrieved grievant/employee shall indicate in writing which procedure is to be utilized – Step 4 of this Article or another appeal procedure – and shall sign a statement to the effect that the choice of any other procedure precludes

the aggrieved employee from making an additional appeal through Step 4 of this Article. A grievant instituting any action or proceeding, the subject matter of which may constitute a grievance under this

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

ARTICLE 13 GENERAL PROVISIONS

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

Section 13.2. Representatives of Local 49 of International Union of Operating Engineers 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 1st of each year, the Employer shall prepare a seniority roster, shall post it on all official bulletin boards, and shall provide one (1) copy to the Union. The roster shall list each employee in the order of seniority and reflect each employee's date of service along with the current job classification.

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

ARTICLE 16 LOSS OF SENIORITY

An employee shall cease to have seniority, if:

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

4. The employee voluntarily terminates his or her employment.
5. The employee takes an unauthorized leave of absence or fails to notify the Employer of the cause for an absence for two days or more.
6. The employee's medical leave of absence has been for a period in excess of that permitted by the Employer as provided in Article 19 or this Agreement.

ARTICLE 17 RIGHT TO SUBCONTRACT

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

ARTICLE 18 MANAGEMENT RIGHTS

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

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

ARTICLE 19 LEAVES OF ABSENCE

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

Section 19.2. Extended Medical Leave. In the case of (1) an extended illness, after an employee has used all accumulated Personal 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 Personal 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.

Section 19.3. Paid Family Medical Leave. The Employer will cover 100% of the premium for the Minnesota Paid Family and Medical Leave pursuant to Minn. Stat. 268B.14.

Section 19.4. ESST. The documentation provisions referenced in Minn. Stat. 181.9447, subd. 3 shall not apply to paid leave available to an employee for absences from work in excess of the minimum amount required by Earned Sick and Safe Time.

Employees may not use leave under the provisions of Earned Sick and Safe Time for closure of the Employer due to weather or other public emergency, or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency, pursuant to Minnesota Statute 181.9447 subd. 1 clause (4).

Employees who are required to maintain a commercial driver's license and are needed for the Employer to maintain minimum staffing requirements may not use leave under the provisions of Earned Sick and Safe Time for closure of the Employer due to weather or other public emergency, or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency, pursuant to Minnesota Statute 181.9447 subd. 1 clause (4).

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, 2026 the contribution rate equals \$2.40 per hour up to a maximum of 2,080 hours per calendar year. Effective January 1, 2027 the contribution rate equals \$2.40 per hour up to a maximum of 2,080 hours per calendar year. Effective January 1, 2028 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

Public Works employees of the City who are currently employed and/or begin employment on or after January 1, 2026, shall receive length of service credit for previous full-time experience in construction related field, at a one-year to one-year basis up to a maximum of five years. The Employee will also receive year for year credit, up to a maximum of five years, for placement in the Personal Time Off table.

ARTICLE 23

DURATION OF CONTRACT

Except as otherwise provided, this Agreement shall continue in effect and in force through December 31, 2028. Either party shall have the right to give written notice to the other party one hundred twenty (120) days prior to January 1, 2029, 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

By: _____
Tasha Connelly, Mayor

By: _____
Tom Pagel, City Administrator

Date: _____

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

By: _____
Ryan Davies, Business Manager

By: _____
Dan Revier, Area Bus. Rep.

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
Mechanic
ROW Leadperson
Lead Mechanic
Airport Maint. Lead
Bldg. Maintenance
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 2026, 2027, 2028. 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 Personal 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 Personal 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.

WAGE SCHEDULE**Percent Increase 5%**

2026	0-6 Month	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Employ Pre 2012
Janitor	17.49	19.39	20.33	21.27	22.90	23.48	24.06	25.02	26.02
Bldg Maintenance	25.71	27.24	28.76	30.26	32.94	33.52	34.09	35.45	36.46
Maintenance	25.71	27.24	28.76	30.26	32.94	33.52	34.09	35.46	36.46
Mechanic	33.52	33.92	34.33	34.74	35.14	35.72	36.19	37.64	38.64
Cemetery Sexton	31.95	32.36	32.77	33.17	33.58	34.16	34.73	36.12	37.12
Airport Maint. Lead	31.95	32.36	32.77	33.17	33.58	34.16	34.73	36.12	37.12
ROW Lead	33.11	33.51	33.92	34.33	34.73	35.31	35.89	37.32	38.32
SW Specialist	33.11	33.51	33.92	34.33	34.73	35.31	35.89	37.32	38.32
Lead Mechanic	33.52	33.92	34.33	34.74	35.14	35.72	36.30	37.75	38.75

Percent Increase 3.5%

2027	0-6 Month	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Employ Pre 2012
Janitor	18.11	20.07	21.04	22.02	23.70	24.30	24.90	25.89	27.45
Bldg Maintenance	26.61	28.19	29.77	31.32	34.09	34.69	35.29	36.70	38.25
Maintenance	26.61	28.19	29.77	31.32	34.09	34.69	35.29	36.70	38.25
Mechanic	34.69	35.11	35.53	35.95	36.37	36.97	37.46	38.96	40.51
Cemetery Sexton	33.07	33.49	33.91	34.33	34.75	35.35	35.95	37.39	38.94
Airport Maint. Lead	33.07	33.49	33.91	34.33	34.75	35.35	35.95	37.39	38.94
ROW Lead	34.27	34.69	35.11	35.53	35.95	36.55	37.15	38.63	40.18
SW Specialist	34.27	34.69	35.11	35.53	35.95	36.55	37.15	38.63	40.18
Lead Mechanic	34.69	35.11	35.53	35.95	36.37	36.97	37.57	39.07	40.62

Percent Increase 3.25%

2028	0-6 Month	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Employ Pre 2012
Janitor	18.69	20.72	21.72	22.73	24.47	25.09	25.71	26.73	28.34
Bldg Maintenance	27.48	29.11	30.73	32.34	35.20	35.82	36.43	37.89	39.49
Maintenance	27.47	29.11	30.73	32.34	35.20	35.82	36.43	37.89	39.49
Mechanic	35.82	36.25	36.69	37.12	37.56	38.17	38.68	40.22	41.83
Cemetery Sexton	34.14	34.58	35.01	35.45	35.88	36.50	37.12	38.60	40.21
Airport Maint. Lead	34.14	34.58	35.01	35.45	35.88	36.50	37.12	38.60	40.21
ROW Lead	35.38	35.81	36.25	36.68	37.12	37.74	38.35	39.89	41.49
SW Specialist	35.38	35.81	36.25	36.68	37.12	37.74	38.35	39.89	41.49
Lead Mechanic	35.82	36.25	36.69	37.12	37.56	38.17	38.79	40.34	41.94

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.

When Cemetery Sexton is absent for more than eight (8) hours, the Maintenance employee shall receive Cemetery Sexton hourly rate of pay according to Maintenance employees current step column.

Regardless of an employee anniversary date during the calendar year, the employee shall step in wages on January 1st of each year and not on their anniversary date. This does not include the accrual of PTO or EMB.

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF GRAND RAPIDS

AND

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

CLERICAL

January 1, 2026– December 31, 2028

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PREAMBLE

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

ARTICLE I PURPOSE OF AGREEMENT

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

ARTICLE 2 DEFINITIONS

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

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

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

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

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

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

ARTICLE 3 RECOGNITION

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

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

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

ARTICLE 4

UNION EXCLUSIVITY/DUES CHECK OFF

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

Section 4.2. The Employer agrees to deduct regular monthly Union dues in an amount designated by the Union from the pay of bargaining unit employees who authorize such a deduction in writing, and the Employer shall remit such dues directly to the Union as provided in this Article. In addition to the regular monthly Union dues, the Employer agrees to deduct a working dues assessment in the amount of one-half of one percent (1/2%) of the employee's regular hourly wage for all hours worked up to 40 hours per week.

The Employer agrees to rely on a certification from the Union identifying employees who have authorized the Employer to deduct such Union dues from their wages. Such authorization will be effective until the Union notifies the Employer that an employee has changed or cancelled the employee's authorization in writing in accordance with the terms of the original authorization.

All dues money collected by the Employer through such deduction shall be remitted to the Union along with a reporting form which states the employee's name, last four digits of social security number, hours worked, and amount of working dues deducted, to the Union's office located at 2829 Anthony Lane South, Minneapolis, MN 55418 not later than the 15th day of the month following the month in which deductions were made

Section 4.3. Upon request of the union, the Employer shall provide the Union with a list of all employees in the bargaining units represented by the Union.

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

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

ARTICLE 5 RESPONSIBILITIES OF THE PARTIES

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

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

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

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

ARTICLE 6 MANAGEMENT RIGHTS

Section 6.1. The management of the City of Grand Rapids, has the inherent managerial right to direct the work force, to direct, plan and control the City's operations and services, to determine the method means, organization and number of personnel by which such operations and services are to be conducted, to make and enforce reasonable rules and regulations, to establish work schedules and assign overtime, to contract with vendors or others for goods or services, to hire, recall, transfer, promote, demote, suspend, discipline, and discharge employees for good and sufficient reason, to lay off employees because of the lack of work or for other legitimate reasons, to introduce new and improved operating methods and/or facilities, and to manage the City of Grand Rapids in the traditional manner. Such inherent managerial authority is vested exclusively in the City Council. The Employer agrees, in exercising these rights, it will not alter this Agreement.

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

ARTICLE 7 HOURS OF WORK

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

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

Section 7.2. Each employee shall be eligible for one (1) fifteen (15) minute paid rest period during each four (4) hour work period as scheduled by the employee's immediate supervisor.

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

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

ARTICLE 8 OVERTIME HOURS

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

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

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

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

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

ARTICLE 9 COMPENSATORY TIME

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

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

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

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

request to use compensatory time off to the employee's department head/supervisor at least 10 days prior to the approved date requested by the junior employee.

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

ARTICLE 10

SHOE ALLOWANCE – COMMUNITY SERVICE OFFICER (POLICE)

The Community Service Officer (Police) and Engineering Technician (Public Works) shall be entitled to a safety shoe allowance in the amount of three hundred dollars (\$300.00) for the purchase of approved footwear. The employee shall wear the approved footwear at all times while in the service of the Employer. Approved footwear shall be determined by the Chief of Police in the Chief's discretion and by the Director of Public Works in the Director's discretion, respectively, and such determination shall not be subject to the grievance procedure.

ARTICLE 11

HOLIDAYS

Section 11.1. All employees shall receive the following holidays:

New Year's Day	Fourth of July	Christmas Day
M.L.K. Jr. Birthday	Labor Day	Thanksgiving Day
Floater	Veterans Day	Friday after Thanksgiving Day
Memorial Day	Presidents' Day	Juneteenth
Christmas Eve (only Monday thru Friday)		

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

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

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

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

Section 11.6. In the event Christmas Eve falls on a normal workday, it shall be considered a full day holiday. If Christmas Eve falls on a Saturday or Sunday in any year, it shall not be considered a holiday.

ARTICLE 12 PERSONAL TIME OFF PLAN

Section 12.1. As of the effective date of the Employer's Personal Time Off Plan, as incorporated into the Employer's Personnel Policies, said Personal 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 Personal Time Off Plan as it exists as of the effective date of the plan, or as it may thereafter be modified by the Employer.

Section 12.2. The interpretation and application of the Employer's Personal 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 Personal Time Off Plan adopted by the Employer.

Section 12.3 Accrual of PTO. The amount of Personal Time Off (PTO) available annually to regular full-time employees or limited-term employees, as defined in the Employer's Personal 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: (See Next Page)

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

Completed Years of Employment Personal Time Off Accrued

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

During the term of this Agreement regular part-time employees hired PRIOR to January 1, 2018 will accrue PTO on a prorated basis pursuant to the above schedule, with such proration based on the actual hours worked by the regular part-time employee.

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

Completed Years of Employment Personal Time Off Accrued

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

Regular part-time Employees hired AFTER to January 1, 2018 will accrue PTO on a prorated basis pursuant to the above schedule, with such proration based on the actual hours worked by the regular part-time Employee.

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

Employees may carry over accumulated PTO hours from one year to the next up to a maximum of 248 hours (31 days). Accumulated PTO may not exceed 248 hours (31 days) on the

employee's anniversary date. On the anniversary date, any accumulated unused PTO in excess of 248 hours will be forfeited.

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

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

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

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

Section 12.6.

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

ARTICLE 13 SENIORITY

Section 13.1. Seniority status shall be granted to all employees and an employee's position on the seniority list shall be determined on the basis of the employee's continuous (unbroken) length of service for the Employer since the first date of hire and within the present bargaining unit as certified by the Bureau of Mediation Services, Case Number 88-PR-26 dated February 24, 1988. Employees upon completion of a probationary period of six (6) months shall be placed on a seniority list as of the first day of their employment within the bargaining unit. Probationary employees may be terminated by the Employer at any time during the probationary period for any reason. The Employer and Union recognize that there may be unusual circumstances where the Employer may extend the initial probationary period for an additional six (6) months, provided the Employer notified the Union in writing of the specific reason for extending the employee's probationary period, and the Employer provides the Union with an opportunity to meet to discuss the Employer's decision should the Union request such a meeting within ten (10) days of notification. If anyone outside the bargaining unit accepts a position

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

Section 13.2. Seniority shall be unit seniority. In the event of a layoff, reduction in work force or the elimination of a position, the work force shall be reduced or position eliminated based upon the employee's seniority and ability to perform available work. In the event of a layoff, reduction in work force or the elimination of a full-time position, the affected employee may displace the most junior employee in the bargaining unit, or if the most junior employee is part-time, then the affected employee shall have the option to displace the most junior full-time employee in the bargaining unit, provided that in the judgment of the Employer, the employee has the necessary qualifications and/or experience to perform the duties of the job involved. In the event of a layoff, reduction in work force or the elimination of a permanent part-time position, the affected employee may displace the most junior part-time employee in the bargaining unit provided that in the judgment of the Employer, the employee has the necessary qualifications and/or experience to perform the duties of the job involved. In the event that the employee does not agree with the Employer's decision, the employee shall have the right to appeal through the grievance procedure. An employee who is laid off shall be rehired according to qualifications and seniority in the inverse order of the layoff. Such employee shall be notified in writing regarding such layoffs, reduction of force or elimination of position as well as re-hiring, as the case may be. Such written notification shall be sent to such employee with a copy of same submitted to the Union. In the event the Employer intends to make a layoff or reduction in work force, the Employer shall notify the Union in writing at least ten (10) days prior to the effective date of the layoff or reduction in work force. During this period or prior to receiving notice, the Union may request a meeting with the Employer to discuss the layoff or reduction in work force. Any employee who uses seniority to avoid a layoff as provided herein shall continue to accumulate personal time off in accordance with the employee's length of service with the City.

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

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

ARTICLE 14 LOSS OF SENIORITY

An employee shall cease to have seniority, if:

- 1) The employee does not return to work on the specified return date as contained in a written leave of absence; or from lay-off within five (5) calendar days after being given notice by registered mail to return to work at the employee's last known address.
- 2) The employee's layoff from employment has been for more than twenty-four (24) months.
- 3) The employee is discharged for just cause not reversed by the grievance procedure.
- 4) The employee voluntarily terminates his or her employment.
- 5) The employee is on a medical leave of absence for a period in excess of that permitted by the Employer pursuant to Article 17.
- 6) The employee takes an unauthorized leave of absence or fails to notify the Employer of the cause of absence for two days or more.

ARTICLE 15 VACANCIES, PROMOTIONS AND TRANSFERS

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

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

Section 15.2. Notice of classification and location of positions available in the City of Grand Rapids will be posted by the Employer at least five (5) days prior to filling such vacancy. Employees in the same job class (see Appendix A) may request consideration for lateral transfer by submitting a memorandum to the Employer within the stated time limit. All employees

submitting such a memorandum within the stated time limit will be interviewed for the posted vacancy. Requests received after the stated time limit will only be given consideration if the Appointing Authority is still interested in seeing additional candidates. The Appointing Authority has the discretion to select one of the interested candidates or none of the interested candidates. Applicants who are not selected will be notified.

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

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

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

ARTICLE 16

GRIEVANCE PROCEDURE

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

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

Section 16.3. Processing Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the union representative have notified and received the approval of the designated department head/supervisor who has determined that such absence is

reasonable and would not be detrimental to the work programs of the Employer, and provided further that the Employer shall be judge of what constitutes a “reasonable amount of time” as used in this Subsection 16.3.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 17 LEAVES OF ABSENCE

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

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

days of the Union's receipt of notice from the Employer. An employee on extended medical leave must provide the Employer with at least one (1) week's notice prior to returning from leave. A leave of absence may be canceled by the Employer in the event that the employee uses the leave of absence to pursue other employment.

Section 17.3. Paid Family Medical Leave. The Employer will cover 100% of the premium for the Minnesota Paid Family and Medical Leave pursuant to Minn. Stat. 268B.14.

Section 17.4. ESST. The documentation provisions referenced in Minn. Stat. 181.9447, subd. 3 shall not apply to paid leave available to an employee for absences from work in excess of the minimum amount required by Earned Sick and Safe Time.

Employees may not use leave under the provisions of Earned Sick and Safe Time for closure of the Employer due to weather or other public emergency, or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency, pursuant to Minnesota Statute 181.9447 subd. 1 clause (4).

Employees who are required to maintain a commercial driver's license and are needed for the Employer to maintain minimum staffing requirements may not use leave under the provisions of Earned Sick and Safe Time for closure of the Employer due to weather or other public emergency, or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency, pursuant to Minnesota Statute 181.9447 subd. 1 clause (4).

ARTICLE 18 TRAINING AND/OR EDUCATION

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

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

ARTICLE 19 GENDER

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

all situations where they would so apply, and whenever any words are used in the plural, they shall also be construed to include the singular.

ARTICLE 20 UNION RIGHTS

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

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

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

ARTICLE 21 SEPARABILITY AND ASSIGNS

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

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

ARTICLE 22 WAIVER

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

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

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

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

ARTICLE 23 RIGHT TO SUB-CONTRACT

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

ARTICLE 24 WAGES AND SERVICE CREDIT

Section 24.1 For 2026, 2027 and 2028 wages will be paid in accordance with Appendix A-1 attached.

Section 24.2 Clerical employees of the City who begin employment on or after January 1, 2026, shall receive length of service credit for previous full-time experience in similar related field, at a one-year to one-year basis up to a maximum of five years. The Employee will also receive year for year credit, up to a maximum of five years, for placement in the Personal Time Off table.

Section 24.3 Regardless of an employee anniversary date during the calendar year, the employee shall step in wages on January 1st of each year and not on their anniversary date. This does not include the accrual of PTO or EMB.

ARTICLE 25
DURATION OF AGREEMENT

Except as otherwise provided, this Agreement will continue in effect and in force from January 1, 2026 through December 31, 2028. Either party shall have the right to give written notice to the other party one hundred twenty (120) days prior to January 1, 2029 of their desire to reopen for the purpose of negotiations and settlement of a new Agreement.

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

CITY COUNCIL, GRAND RAPIDS

By: _____
Tasha Connelly, Mayor

By: _____
Tom Pagel, City Administrator

Date: _____

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

By: _____
Ryan Davies, Business Manager

By: _____
Dan Revier, Area Bus. Rep.

Date: _____

APPENDIX A

UNION RECOGNITION – JOB CLASSIFICATION REPRESENTED

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

Class 7 - Accountant (Finance)
 Class 5 - Payroll Clerk/Human Resources Technician (Finance/Administration)
 Class 5 - Accounting Technician/Accounts Payable (Finance)
 Class 6 - City Clerk (Administration)
 Class 3 - Administrative Assistant (Administration)
 Class 4 - Administrative Assistant/Permit Technician (Community Development/Engineering)
 Class 3 - Administrative Assistant (Police)
 Class 3 - Administrative Assistant (Public Works)
 Class 3 - Community Service Officer (Police)
 Class 3 - Part-time Records Technician (Transcriptionist) (Police Department)
 Class 6 - Public Works/Engineering Technician

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

APPENDIX A-1

Increase 5%

City of Grand Rapids

2026	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Employ Pre 2016
Class 1	23.88	25.06	26.36	27.64	28.93	29.19	29.45	29.72	31.82
Class 2	24.80	26.16	27.49	28.83	30.18	30.44	30.70	30.96	33.06
Class 3	25.32	26.70	28.10	29.47	30.86	31.12	31.38	31.65	33.75
Class 4	26.54	28.01	29.46	30.93	32.39	32.66	32.92	33.18	35.28
Class 5	29.59	31.24	32.90	34.55	36.19	36.46	36.72	36.98	39.08
Class 6	32.62	34.46	36.31	38.15	39.99	40.26	40.52	40.78	42.88
Class 7	35.09	36.86	38.94	41.03	43.13	43.40	43.66	43.92	46.02

Increase 5%

City of Grand Rapids

2027	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Pre 2016
Class 1	25.07	26.32	27.67	29.02	30.37	30.65	30.93	31.20	33.41
Class 2	26.04	27.46	28.86	30.27	31.69	31.96	32.24	32.51	34.72
Class 3	26.58	28.04	29.50	30.95	32.40	32.68	32.95	33.23	35.43
Class 4	27.87	29.41	30.94	32.48	34.01	34.29	34.56	34.84	37.04
Class 5	31.07	32.80	34.54	36.27	38.00	38.28	38.55	38.83	41.04
Class 6	34.25	36.18	38.12	40.05	41.99	42.27	42.55	42.82	45.03
Class 7	36.85	38.70	40.89	43.09	45.29	45.57	45.84	46.12	48.32

Increase 5%

City of Grand Rapids

2028	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Pre 2016
Class 1	26.32	27.63	29.06	30.47	31.89	32.18	32.47	32.76	35.08
Class 2	27.34	28.84	30.31	31.79	33.27	33.56	33.85	34.14	36.45
Class 3	27.91	29.44	30.98	32.49	34.02	34.31	34.60	34.89	37.21
Class 4	29.26	30.89	32.48	34.10	35.71	36.00	36.29	36.58	38.90
Class 5	32.62	34.44	36.27	38.09	39.90	40.19	40.48	40.77	43.09
Class 6	35.97	37.99	40.03	42.06	44.09	44.38	44.67	44.96	47.28
Class 7	38.69	40.63	42.94	45.24	47.56	47.84	48.13	48.42	50.74

APPENDIX B

EMPLOYEE'S GROUP INSURANCE BENEFITS

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

Section 2. The Employees are eligible for coverage from the Operating Engineers Local No. 49 Health and Welfare Fund ("Health and Welfare Fund"). The terms of the Trust agreement establishing the Health and Welfare Fund is hereby incorporated as a part hereof. The Employer agrees to make monthly contributions to the Health and Welfare Fund and will execute a separate participation agreement regarding those contributions. The Employer will make a combined contribution per month toward employee health and medical insurance coverage and also to the Employee's Health Care Savings Plan (HCSP) as provided in this paragraph. The Employer will contribute to each employee participating in the Union-designated health and medical insurance plan (the Local 49 Health and Welfare Fund) the full premium in 2026, 2027, 2028. The Employer contribution to the HCSP as provided herein shall be the difference between the Employer contribution stated above in this paragraph (Union member designated health and medical insurance premium) and the Employer contribution to the cost of the insurance premium for health and medical insurance coverage for those employees participating in the non-bargaining unit plan.

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

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

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

APPENDIX C

INSURANCE COVERAGE OF RETIRED EMPLOYEES

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

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

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

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

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

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF GRAND RAPIDS

AND

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

POLICE

January 1, 2026 – December 31, 2028

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PREAMBLE

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

ARTICLE 1 DEFINITIONS

The terms set forth below shall be defined as follows:

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

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

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

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

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

Section 1.6. Employer: The City of Grand Rapids.

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

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

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

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

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

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

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

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

ARTICLE 2 PURPOSE OF AGREEMENT

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

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

ARTICLE 3 RECOGNITION

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

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

ARTICLE 4 RESPONSIBLE OF PARTIES

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

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

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

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

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

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

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

ARTICLE 5 UNION ACTIVITY

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

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

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

ARTICLE 6 CHECKOFF OF UNION DUES

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

Section 6.2. Indemnification. The Union agrees to indemnify, save and hold harmless the Employer from any claims arising out of the provisions of this Article.

ARTICLE 7 GRIEVANCE PROCEDURE

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

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

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

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

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

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

receipt by the Employee of the Employer's Step 1 answer, or such grievance shall be considered waived.

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

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

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

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

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

Step 4 – A grievance unresolved in Step 3 or Step 3A and appealed to Step 4 by the Union may be submitted to arbitration in accordance with the Minnesota Public Employment Labor Relations Act, Minnesota Statutes, Chapter 179A, as amended, and the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. For grievance matters involving written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be consistent with Minnesota Statute 626.892. For all other grievances the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

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

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

solely on the arbitrator's interpretation or application of the expressed terms of this Agreement and to the facts of the grievance presented.

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

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

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

ARTICLE 8 HOURS OF WORK

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

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

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

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

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

ARTICLE 9 OVERTIME

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

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

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

- a. Annual Reset of Overtime List
Overtime eligibility will reset annually on January 1st. The rotation will restart in order of seniority, from most senior to least senior. The previous year's overtime list will be considered null and void at that time.
- b. Posting of Overtime Shifts
Overtime shifts will not be posted more than thirty (30) days in advance of the date the shift is to be worked.
- c. Availability for Overtime
Past practices regarding neighboring PTO, medical leave status, or administrative leave will no longer apply and if unavailable will be considered a "no" on the overtime list. Officers scheduled off on the day of the shift will be considered available and will be expected to accept or decline the overtime assignment. Their response will be recorded accordingly.
- d. Response Time for Overtime Offers
Once an overtime shift is posted, officers will be notified via personal and city issued phone and provided twenty-four (24) hours to accept or decline the shift, unless the shift is scheduled to occur within forty-eight (48) hours. If no response is received within the specified time, it will be recorded as a "decline" and the offer will proceed to the next officer in the rotation.

- e. Short-Notice Shifts
Shift's posted less than forty-eight (48) hours before the scheduled time will not be counted as a declination for those offered who decline the shift.
- f. Short-Duration Shifts
Overtime shifts less than eight (8) hours in length will not be recorded on the overtime rotation list.
- g. Seniority
Seniority for overtime will be based on employment time with the city of Grand Rapids working for the police department in the role of police officer or sergeant. Overtime will be offered in the rotation starting with the most senior employee to the least based on the above criteria.

ARTICLE 10 COMPENSATORY TIME

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

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

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

ARTICLE 11 WAGES

Section 11.1. Police Union Wage Schedule 2026-2028. The following table are the wages during this contract.

5.00%								Step 7 Plus 4%
2026	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Patrol	34.79	35.55	36.23	37.53	38.66	39.82	41.01	42.65

5.00%								Plus 2%
2027	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Patrol	36.53	37.33	38.04	39.40	40.59	41.81	43.06	45.68

5.00%								
2028	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Patrol	38.35	39.20	39.94	41.37	42.62	43.90	45.22	47.97

**There will be no probationary pay. Regardless of hire date steps in the pay schedule will occur on January 1st of each year. PTO and EMB will continue to accrue based on anniversary date.

** The base rate of pay for officers assigned by the Chief as school resource officer shall be one dollar and fifty cents (\$1.50) above the employee's base wage on the wage schedule for Police Officer.

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

Section 11.2. Shift Differential. A one dollar and twenty-five cents (\$1.25) per hour shift differential shall apply to any officer required to work between the hours of 6:00 p.m. and 6:00 a.m.

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

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

Section 11.5. Length of Service Credit for New Employees.

Patrol Officers of the City shall receive length of service credit for previous full-time experience in law enforcement, corrections and mental health profession at a one-year to one-year basis up to a maximum of 8 years. The Employee will also receive year for year credit, up to a maximum of eight years, for placement in the Personal Time Off table and will continue to move through the table year as if they had been with the City.

The Length of Service Credit will continue to apply as an Employee moves through the wage steps.

Section 11.6. Field Training Officer Pay. Officers assigned to work as a field training officer will receive an additional \$3.00 per hour compensation for all hours worked as a field training officer.

ARTICLE 12 TRAINING TIME, COURT TIME, CALL TIME

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

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

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

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

ARTICLE 13 CLOTHING/EQUIPMENT ALLOWANCE

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

Section 13.2. Effective January 1, 2015, an Employee who is beginning the second year of employment, or any year subsequent to the second year, shall be provided \$1,000.00 per year clothing/equipment allowance. The clothing/equipment allowance provided in this paragraph includes approved footwear. Approved footwear shall be determined by the Chief in the Chief's discretion and such determination shall not be subject to the grievance procedure. If an employee leaves employment prior to December 31, after receiving the annual clothing/equipment allowance for that year, the employee shall reimburse the Employer for that portion of the allowance prorated based on the number of months remaining in the year.

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

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

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

ARTICLE 14 ACTIVE EMPLOYEE GROUP INSURANCE BENEFITS

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

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

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

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

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

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

ARTICLE 15 INSURANCE COVERAGE OF RETIRED EMPLOYEES

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

Section 15.2. Eligibility of Retired Employees. The Employer will continue to provide hospitalization and medical insurance coverage for a retired employee under the following conditions: 1) the employee must qualify for a Minnesota Public Employees Retirement Association (PERA) pension; 2) the employee must have reached a retirement age acceptable to PERA or the retired age limit set by the Employer; 3) the employee must be under the age of sixty-five (65) and not be eligible for Medicare; and 4) the employee must have exhausted all eligible funds from either; the employee's individual health care savings plan, as administered by the Minnesota State Retirement Systems (MSRS), for an employee who retires after December 18, 2004 (the effective date of the Employer's Personal Time Off Policy). For an employee who retires after December 18, 2004, provided the employee meets the above eligibility requirements, the Employer will pay One Hundred Dollars (\$100.00) per month toward the full single rate and dependency cost for hospitalization and medical insurance coverage, and the employee shall pay the remaining amount. This shall continue until the employee reaches age sixty-five (65) or becomes eligible for Medicare. Upon the death of the employee, all obligations under Article 15 are terminated subject to IRS regulations and governing MSRS statutes, rules and procedures with respect to health care savings plans.

ARTICLE 16 HOLIDAYS

Section 16.1. All Employees shall receive one-hundred (100) hours holiday pay per year, payable in two separate checks in the first pay period of June and December of each year. For investigators and liaison officers, when a recognized holiday falls on a normal work day, the employee shall be scheduled with the day off and compensated at the employee's straight time pay.

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

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

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

ARTICLE 17 PERSONAL TIME OFF

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

Section 17.2. The interpretation and application of the Employer's Personal 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 Personal Time Off Plan adopted by the Employer.

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

COMPLETED YEARS OF EMPLOYMENT	Days per year	Hours per year	Hours per 84 hour pay period
Hire date through 4th anniversary	24.15	193.1982	7.4307
After the 4th anniversary through the 9th	31.5	252.0336	9.6936
After the 9th anniversary through the 14th anniversary	36.75	294	11.3077
After the 14th anniversary	40.95	327.6	12.6

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

Completed Years of Employment Personal Time Off Accrued

COMPLETED YEARS OF EMPLOYMENT	Days per year	Hours per year	Hours per 84 hour pay period
Hire date through 1st anniversary	<u>15.75</u>	<u>126</u>	<u>4.8510</u>
After the 1st anniversary through the 6th	<u>21</u>	<u>168</u>	<u>6.4575</u>
After the 6th anniversary through the 10th anniversary	<u>26.25</u>	<u>210</u>	<u>8.0745</u>
After the 10th anniversary	<u>31.5</u>	<u>252</u>	<u>9.6915</u>

Full-Time Employees hired by the City after January 1, 2024, shall receive a one-time deposit of 40 hours of PTO into their account on their first day of employment. Existing employees hired after January 1, 2024, shall receive the deposit of FTO upon this agreement being fully executed.

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

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

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

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

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

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

ARTICLE 18 LEAVE

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

Section 18.2. Paid Family Medical Leave (PFML). The Employer will cover 100% of the premium for the MPML pursuant to Minn. Stat. 268B.14.

Section 18.3. ESST. The documentation provisions referenced in Minn. Stat. 181.9447, subd. 3 shall not apply to paid leave available to an employee for absences from work in excess of the minimum amount required by Earned Sick and Safe Time.

Employees may not use leave under the provisions of Earned Sick and Safe Time for closure of the Employer due to weather or other public emergency, or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency, pursuant to Minnesota Statute 181.9447 subd. 1 clause (4).

ARTICLE 19 DISCIPLINE

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

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

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

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

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

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

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

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

ARTICLE 20

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

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

ARTICLE 21

LAYOFF/SENIORITY

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

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

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

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

1. The Employee does not return to work on the specified return date as contained in a written leave of absence or from lay-off within five calendar days after being given notice to return to work by registered mail at the Employee's last known address.

2. The Employee's separation from employment has been for more than twenty-four (24) months, except that separation from employment for authorized military leave shall be consistent with state and federal law applicable to such leave.
3. The Employee is discharged for just cause or is released without cause during the Employee's twelve (12) month probationary period.
4. The Employee voluntarily terminates employment.
5. The Employee takes an unauthorized leave of absence or fails to notify the Employer of the cause of an absence for two days or more.

ARTICLE 22

HEALTH CARE SAVINGS ACCOUNT

Section 22.1 The Union and the City agree to allow all employees of the Police Department covered under the Union collective bargaining agreement to make an employee contribution to the Employer-designated post employment health savings account of \$100.00 per employee per pay period. It is understood that there will be no Employer contributions to the post employment health savings account.

ARTICLE 23

WAIVER

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

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

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

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

ARTICLE 24 DURATION OF CONTRACT

Except as otherwise provided, this Agreement shall continue in effect and in force from January 1, 2026 through December 31, 2028, provided, however, that either party shall have the right to give written notice to the other party sixty (60) days prior to January 1, 2029, of their desire to reopen the agreement for the purpose of negotiations and settlement of a new agreement.

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

CITY COUNCIL, GRAND RAPIDS

LAW ENFORCEMENT LABOR
SERVICES, INC.

BY: _____
Tasha Connelly, Mayor

BY: _____
Rick Mathwig, Business Agent

BY: _____
Tom Pagel, City Administrator

BY: _____
Troy Scott, President, Local 239

DATE: _____

DATE: _____

APPENDIX A

Initial Issue:

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

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

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

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF GRAND RAPIDS

AND

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

POLICE SERGEANTS

January 1, 2026 – December 31, 2028

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PREAMBLE

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

ARTICLE 1 DEFINITIONS

The terms set forth below shall be defined as follows:

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

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

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

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

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

Section 1.6. Employer: The City of Grand Rapids.

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

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

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

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

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

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

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

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

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

ARTICLE 2 PURPOSE OF AGREEMENT

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

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

ARTICLE 3 RECOGNITION

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

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

ARTICLE 4 RESPONSIBILITIES OF PARTIES

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

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

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

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

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

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

ARTICLE 5 UNION ACTIVITY

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

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

Section 5.3. The Employer will erect and maintain a bulletin board of reasonable size where Employees report for work, space upon such bulletin board shall be reserved for the use of the

Union, Employees or Employer to post any notices or documents relating to Union, Employees and Employer's affairs.

ARTICLE 6 CHECKOFF OF UNION DUES

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

Section 6.2. Indemnification. The Union agrees to indemnify, save and hold harmless the Employer from any claims arising out of the provisions of the Article.

ARTICLE 7 GRIEVANCE PROCEDURE

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

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

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

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

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

the Chief of Police and/or the Chief's designated Step 1 representative. The Chief of Police and/or the Chief's designated representative shall give the Union the Employer's Step 1 answer in writing within ten (10) calendar days after the Step 1 grievance meeting.

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

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

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

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

Step 3 – A grievance unresolved in Step 2 or Step 2A and appealed to Step 3 by the Union may be submitted to arbitration in accordance with the Minnesota Public Employment Labor Relations Act, Minnesota Statutes, Chapter 179A, as amended, and the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. For grievance matters involving written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be consistent with Minnesota Statute 626.892. For all other grievances the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

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

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

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

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

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

ARTICLE 8 HOURS OF WORK

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

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

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

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

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

ARTICLE 9 OVERTIME

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

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

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

a. Annual Reset of Overtime List

Overtime eligibility will reset annually on January 1st. The rotation will restart in order of seniority, from most senior to least senior. The previous year's overtime list will be considered null and void at that time.

b. Posting of Overtime Shifts

Overtime shifts will not be posted more than thirty (30) days in advance of the date the shift is to be worked.

c. Availability for Overtime

Past practices regarding neighboring PTO, medical leave status, or administrative leave will no longer apply and if unavailable will be considered a "no" on the overtime list. Officers scheduled off on the day of the shift will be considered available and will be expected to accept or decline the overtime assignment. Their response will be recorded accordingly.

d. Response Time for Overtime Offers

Once an overtime shift is posted, officers will be notified via personal and city issued phone and provided twenty-four (24) hours to accept or decline the shift, unless the shift is scheduled to occur within forty-eight (48) hours. If no response is received within the specified time, it will be recorded as a "decline" and the offer will proceed to the next officer in the rotation.

- e. Short-Notice Shifts
Shift's posted less than forty-eight (48) hours before the scheduled time will not be counted as a declination for those offered who decline the shift.
- f. Short-Duration Shifts
Overtime shifts less than eight (8) hours in length will not be recorded on the overtime rotation list.
- g. Seniority
Seniority for overtime will be based on employment time with the city of Grand Rapids working for the police department in the role of police officer or sergeant. Overtime will be offered in the rotation starting with the most senior employee to the least based on the above criteria.

ARTICLE 10 COMPENSATORY TIME

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

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

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

ARTICLE 11 WAGES

Section 11.1. Wage Schedule 2026-2028.

5.00%						Plus
						6%
2026	Step 4	Step 5	Step 6	Step 7	Step 8	
Sergeant	41.49	42.72	44.01	45.33	48.05	

5.00%						Plus
						2%
2027	Step 4	Step 5	Step 6	Step 7	Step 8	
Sergeant	43.56	44.86	46.21	47.59	51.46	

5.00%						Plus
						2%
2028	Step 4	Step 5	Step 6	Step 7	Step 8	
Sergeant	45.74	47.10	48.52	49.97	55.11	

There will be no probationary pay. Regardless of hire date steps in the pay schedule will occur on January 1st of each year. PTO and EMB will continue to accrue based on anniversary date.

When a Patrol officer is promoted to Sergeant they shall be placed in the same Step in the Sergeants wage table as they were located in the Patrol wage table.

Section 11.2. Shift Differential. One dollar and twenty-five cents (\$1.25) per hour shift differential shall apply to any Sergeant required to work between the hours of 6:00 p.m. and 6:00 a.m.

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

ARTICLE 12 TRAINING TIME, COURT TIME, CALL TIME

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

seminars, training sessions or certification programs shall be approved by the Chief and/or the City Council.

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

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

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

be computed at one and one-half (1 and ½) times the Employee's base rate of pay unless said call back time is on a holiday and then the holiday time rate shall be used. Any call back time occurring within three (3) hours of the beginning of the Employee's regular shift shall be considered daily overtime. This clause shall not affect in any manner call back time falling on an Employee's day off.

ARTICLE 13 CLOTHING/EQUIPMENT ALLOWANCE

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

Section 13.2. Effective January 1, a qualifying Employee who is not a new employee under Paragraph 13.1, beginning the second year of employment, or any year subsequent to the second year, shall be provided \$1000.00 per year clothing/equipment allowance. The clothing/equipment allowance provided in this paragraph includes approved footwear. Approved footwear shall be determined by the Chief in the Chief's discretion and such determination shall not be subject to the grievance procedure. If an employee leaves employment prior to December 31, after receiving the annual clothing/equipment allowance for that year, the employee shall reimburse the Employer for that portion of the allowance prorated based on the number of months remaining in the year.

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

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

ARTICLE 14

ACTIVE EMPLOYEE GROUP INSURANCE BENEFITS

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

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

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

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

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

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

ARTICLE 15

INSURANCE COVERAGE OF RETIRED EMPLOYEES

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

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

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

ARTICLE 16 HOLIDAYS

Section 16.1. All Employees shall receive one-hundred (100) hours holiday pay per year, payable in two separate checks in the first pay period of June and December of each year.

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

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

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

ARTICLE 17 PERSONAL TIME OFF

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

Section 17.2. The interpretation and application of the Employer's Personal 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 Personal Time Off Plan adopted by the Employer.

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

Completed Years Of Employment	Days per year	Hours per year	Hours per 84 hour pay period
Hire date through 4 th anniversary	24.15	193.1982	7.4307
After the 4 th anniversary through the 9 th	31.5	252.0336	9.6936
After the 9 th anniversary through the 14 th anniversary	36.75	294	11.3077
After the 14 th anniversary	40.95	327.6	12.6

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

Completed Years of Employment Personal Time Off Accrued

COMPLETED YEARS OF EMPLOYMENT	Days per year	Hours per year	Hours per 84 hour pay period
Hire date through 4th anniversary	<u>15.75</u>	<u>126</u>	<u>4.8510</u>
After the 4th anniversary through the 9th	<u>21</u>	<u>168</u>	<u>6.4575</u>
After the 9th anniversary through the 14th anniversary	<u>26.25</u>	<u>210</u>	<u>7.0745</u>
After the 14th anniversary	<u>31.5</u>	<u>252</u>	<u>9.6915</u>

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

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

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

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

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

In 2018 only, the sergeants currently employed by the City of Grand Rapids will receive a one-time deposit of 84 hours of EMB time placed into their EMB bank after the execution of this labor agreement. Any sergeant who is newly hired with the City of Grand Rapids after January 1, 2018 will receive 84 hours of EMB time placed into his/her EMB bank at the time of hire.

Section 17.5. Employees with three years of service that have accumulated over 248 hours of PTO on their hire date of each year will have those hours, up to a maximum of forty (40) hours, converted into cash and deposited in their post-employment health care savings account. This conversion is available only if the employee has used at least eighty-four (84) hours of PTO during the twelve (12) months preceding the hire date.

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

ARTICLE 18 LEAVE

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

Section 18.2. Paid Family Medical Leave (PFML). The Employer will cover 100% of the premium for the PFML pursuant to Minn. Stat. 268B.14.

Section 18.3. ESST. The documentation provisions referenced in Minn. Stat. 181.9447, subd. 3 shall not apply to paid leave available to an employee for absences from work in excess of the minimum amount required by Earned Sick and Safe Time.

Employees may not use leave under the provisions of Earned Sick and Safe Time for closure of the Employer due to weather or other public emergency, or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency, pursuant to Minnesota Statute 181.9447 subd. 1 clause (4).

ARTICLE 19 DISCIPLINE

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

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

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

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

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

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

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

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

ARTICLE 20

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

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

ARTICLE 21

LAYOFF/SENIORITY

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

Section 21.2. Seniority. Seniority status shall be granted to all Employees and an Employee's position on the seniority list shall be determined on the basis of the Employee's continuous (unbroken) length of service for the Employer since the first date of hire or promotion to the sergeant position and within the present bargaining unit. Employees upon completion of a probationary period as defined in Article 1.4 shall be placed on a seniority list as of the first day of their employment within the bargaining unit. The Employer may terminate new probationary Employees at any time during the probationary period for any reason, and a promoted sergeant from patrol may be demoted to patrol at any time during the probationary period. The Employer, at its sole discretion, may extend the initial probationary period for an additional six (6) months. If anyone outside the bargaining unit accepts a position within the bargaining unit, their seniority begins to accrue on the date they enter the bargaining unit.

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

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

1. The Employee does not return to work on the specified return date as contained in a written leave of absence or from lay-off within five calendar days after being

given notice to return to work by registered mail at the Employee's last known address.

2. The Employee's separation from employment has been for more than twenty-four (24) months, except that separation from employment for authorized military leave shall be consistent with state and federal law applicable to such leave.
3. The Employee is discharged for just cause or is released without cause during the Employee's probationary period as defined in Article 1.4.
4. The Employee voluntarily terminates employment.
5. The Employee takes an unauthorized leave of absence or fails to notify the Employer of the cause of an absence for two days or more.

ARTICLE 22 RIGHT TO SUBCONTRACT

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

ARTICLE 23 WAIVER

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

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

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

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

ARTICLE 24 DURATION OF CONTRACT

Except as otherwise provided, this Agreement shall continue in effect and in force from January 1, 2026 through December 31, 2028, provided, however, that either party shall have the right to give written notice to the other party sixty (60) days prior to January 1, 2029, of their desire to reopen the agreement for the purpose of negotiations and settlement of a new agreement.

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

CITY COUNCIL, GRAND RAPIDS

LAW ENFORCEMENT LABOR SERVICES, INC.

BY: _____
Dale Christy, Mayor

BY: _____
Robin Roeser, Business Agent

BY: _____
Tom Pagel, City Administrator

BY: _____
President, Local 345

DATE: _____

DATE: _____

APPENDIX A

Initial Issue:

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

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

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: July 28, 2025

AGENDA ITEM: Consider Voiding Lost Accounts Payable Checks and Issue Replacement Checks.

PREPARED BY: Laura Pfeifer

BACKGROUND:

Accounts payable check #159396 issued to Halley Ortenblad on February 24, 2025 is lost. Payee has completed the required Affidavit of Lost Check.

REQUESTED COUNCIL ACTION:

Make a motion to void lost accounts payable check #159396, issue new check and waive bond requirements for the check to Halley Ortenblad in the amount of \$50.00.

AFFIDAVIT

STATE OF) Minnesota

) SS

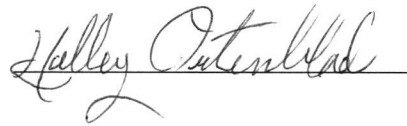
COUNTY OF) Itasca

Halley Ortenblad, being first duly sworn on oath, states that he/she resides at **1006 Comstock Drive, Deer River, MN, 56636** and that he/she is the payee named in a check number **159396**, issued to **Halley Ortenblad**, drawn by **City of Grand Rapids** dated **2/24/25**, for the sum of **\$50.00**; that to my knowledge this check was never endorsed by me, that I did not authorize anyone to endorse it for me, and that the circumstances of the loss or destruction of the check are as follows:

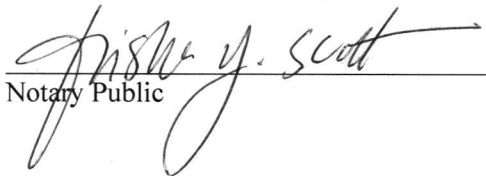
Accounts Payable lost check

I am making this Affidavit in conjunction with my request that the **City of Grand Rapids** issue a duplicate check. I understand that I make this Affidavit under oath and that I may be subject to criminal penalty if my statements in this Affidavit are false.

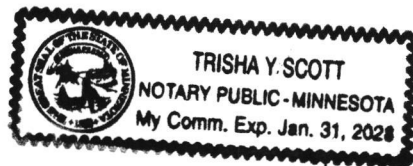
SIGNED



Subscribed and sworn to before me

This 11th day of July, 2025


Notary Public





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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: July 28, 2025

AGENDA ITEM: Consider approving updated Automated License Plate Reader policy

PREPARED BY: Captain Jeremy Nelson

BACKGROUND:

At the September 25th, 2023 council meeting, the council approved the Automated License Plate Reader (ALPR) policy, per the MN Post Board mandated policy requirements.

The Grand Rapids Police Department was recently notified by the MN Department of Administration that an ALPR audit was due. This audit is required by MN State Statute to take place every two years.

In preparing for the audit, several updates to the existing policy were needed to comply with state statute requirements, audit requirements, and best practices.

REQUESTED COUNCIL ACTION:

Make a motion to approve the updated Automated License Plate Reader Policy to be added to the Grand Rapids Police Department Policy Manual.

Automated License Plate Readers (ALPR)

447.1 POLICY

The policy of the Grand Rapids Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

447.2 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology (Minn. Stat. § 626.8472).

447.3 DEFINITIONS

Alert: An indication (either visual and/or audible) from the ALPR that the plate read, matches a license plate listed in the Minnesota License Plate Data File or the Manual Hot List.

Automated License Plate Reader (ALPR): Per Minn. Stat. § 13.824, Automated License Plate Reader means electronic device mounted on a law enforcement vehicle or positioned in a stationary location that is capable of recording data on, or taking a photograph of, a vehicle or its license plate and comparing the collected data and photographs to existing law enforcement databases for investigative purposes. Automated license plate reader includes a device that is owned or operated by a person who is not a government entity to the extent that data collected by the reader are shared with a law enforcement agency.

Be on the Lookout (BOLO): A determination by a law enforcement agency that there is a legitimate and specific law enforcement reason related to an active criminal investigation to identify or locate a particular vehicle.

Manual Hot List: A compilation of license plates or partial license plates for which a BOLO situation exists, and that information is programmed by a user in to the ALPR system so that an officer will receive an alert if the ALPR reads a license plate that matches a license plate included on the list.

Manual Hot Plate Entry: A determination by a law enforcement agency that there is a legitimate and specific law enforcement reason related to an active criminal investigation to identify or locate a particular vehicle.

Minnesota License Plate Data File: A data file provided by the Minnesota Department of Public Safety, Bureau of Criminal Apprehension that contains FBI and Minnesota license plate related Hot File data on stolen and felony vehicles, wanted persons, and attempts to locate. The FBI Hot File records represent all 50 states, the District of Columbia, certain United States Territories, and Canada. The file also contains license plate related data on Minnesota Driver and Vehicle

Automated License Plate Readers (ALPR)

Services registered vehicles where an operator's license was withdrawn (suspended, cancelled, disqualified or revoked.) This file contains no live data.

NCIC Hotlist: A data file provided by the FBI that contains Hot File data from all 50 states, the District of Columbia, certain US Territories, and Canada.

Read: The process by which the ALPR focuses on, photographs, and converts a picture of a license plate to digital text that comes within range of the ALPR that then may be compared against the Minnesota License Plate Data File or Manual Hot List.

Real-Time Criminal Justice Information Services (CJIS): A query of the CJIS system that includes the most up to date data available at the time of the query. CJIS includes any system to process, store, or transmit criminal justice information.

447.4 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Grand Rapids Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction, stolen property recovery, and other investigative purposes.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Patrol and/or Investigations Captain. The assigned Captain, or other personnel as designated by the Chief of Police, will assign members under his/her command to administer the day-to-day operation of the ALPR equipment and data.

447.5 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use, the equipment or database records for any unauthorized purpose.

- (a) An ALPR shall only be used for official law enforcement business.
- (b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not necessary before using an ALPR.
- (c) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped cars to canvass areas around homicides, shootings, and other major incidents.
- (d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.
- (e) No ALPR operator may access confidential department, state or federal data unless authorized to do so.

Automated License Plate Readers (ALPR)

- (f) When an officer receives an alert on the ALPR, the system will notify the officer visually and/or audibly to a match. The officer shall/should then verify the information is current, by running the information through the real-time Criminal Justice Information Services data system prior to taking action.
- (g) Any problems with the ALPR system should be immediately reported to the ALPR administrator or a supervisor.

447.6 RESTRICTIONS, NOTIFICATIONS AND AUDITS

The Grand Rapids Police Department will observe the following guidelines regarding ALPR use (Minn. Stat. § 13.824):

- (A) Data collected by an ALPR will be limited to:
 - 1. License plate numbers.
 - 2. Date, time, and location of data captured.
 - 3. Pictures of license plates, vehicles, and areas surrounding the vehicle captured.
- (B) ALPR data may only be matched with the Minnesota license plate data file, of NCIC Hotlist or approved custom hotlist that relates to active criminal investigations unless additional sources are needed for an active criminal investigation.
- (C) ALPRs shall not be used to monitor or track an individual unless done so under a search warrant or because of exigent circumstances.
- (D) The Bureau of Criminal Apprehension shall be notified within 10 days of any installation or use and of any fixed location stationary ALPR.

447.7 DATA COLLECTION AND RETENTION

The Patrol and/or Investigations Captain are responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from all ALPR devices to the designated storage in accordance with department procedures.

ALPR data received from another agency shall be maintained securely and released in the same manner as ALPR data collected by this department (Minn. Stat. § 13.824).

ALPR data not related to an active criminal investigation must be destroyed no later than 60 days from the date of collection with the following exceptions (Minn. Stat. § 13.824):

- (a) Exculpatory evidence - Data must be retained until a criminal matter is resolved if a written request is made from a person who is the subject of a criminal investigation asserting that ALPR data may be used as exculpatory evidence.
- (b) Address Confidentiality Program - Data related to a participant of the Address Confidentiality Program must be destroyed upon the written request of the participant. ALPR data already collected at the time of the request shall be destroyed and future related ALPR data must be destroyed at the time of collection. Destruction can be deferred if it relates to an active criminal investigation (Minn. Stat. § 5B.01 - 5B.09)

All other ALPR data should be retained in accordance with the established records retention schedule.

Automated License Plate Readers (ALPR)

447.8 LOG OF USE

A public log, available upon request, of ALPR use will be maintained that includes (Minn. Stat. § 13.824):

- (A) Specific times of day that the ALPR collected data.
- (B) The aggregate number of vehicles or license plates on which data are collected for each period of active use and a list of all state and federal public databases with which the data were compared.
- (C) For each period of active use, the number of vehicles or license plates related to:
 - 1. A vehicle or license plate that has been stolen.
 - 2. A warrant for the arrest of the owner of the vehicle.
 - 3. An owner with a suspended or revoked driver's license or similar category.
 - 4. Active investigative data.
- (D) For an ALPR at a stationary or fixed location, the location at which the ALPR actively collected data and is installed and used.

A publicly accessible list of the current and previous locations, including dates at those locations, of any fixed ALPR or other surveillance devices with ALPR capability shall be maintained. The list may be kept from the public if the data is security information as provided in Minn. Stat. § 13.37, Subd. 2.

447.9 ACCOUNTABILITY

All saved data will be closely safeguarded and protected by both procedural and technological means. The Grand Rapids Police Department will observe the following safeguards regarding access to and use of stored data (Minn. Stat. § 13.824; Minn. Stat. § 13.05):

- (a) All ALPR data downloaded to a mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date, and time.
- (b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action. See Chief's Directive – issued 07/29/2025
- (c) The Grand Rapids Police Department is required to arrange for an independent, biennial audit of records to determine whether the data are properly classified, how the data is used, whether the data was destroyed pursuant to statutory guidelines, and to verify compliance with the required data access policies. A report summarizing the results of each audit must be provided to the commissioner of administration and the Legislative Commission on Data Practices and Personal Data Privacy no later than 30 days following the completion of the audit pursuant to Minn. Stat. § 13.824, Subd. 6.
- (d) Breaches of personal data are addressed as set forth in the Protected Information Policy (Minn. Stat. § 13.055).

Automated License Plate Readers (ALPR)

- (e) All queries and responses, and all actions, in which data are entered, updated, accessed, shared, or disseminated, must be recorded in a data audit trail.
- (f) Any member who willfully violates Minn. Stat. § 13.09 through the unauthorized acquisition or use of ALPR data will face discipline and possible criminal prosecution (Minn. Stat. § 626.8472).
- (g) Data must be limited through the use of role-based access that corresponds to the official duties or training level of the individual and the statutory authorization that grants access for that purpose.

447.10 RELEASING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures (Minn. Stat. § 13.824):

- (a) The agency makes a request for the ALPR data that includes:
 - (a) The name of the agency.
 - (b) The name of the person requesting.
 - (c) The intended purpose of obtaining the information.
 - (d) A record of the factual basis for the access and any associated case number, complaint, or incident that is the basis for the access.
- (b) The request is reviewed by the Patrol and/or Investigations Captain or other personnel as authorized by the Chief of Police.
 - (a) A release must be based on a reasonable suspicion that the data is pertinent to an active criminal investigation.
- (c) The request is documented in the system audit trail and includes items a through d as listed in paragraph (a)
- (d) The Chief of Police or authorized designee may authorize other Minnesota law enforcement agencies direct query access granted they meet the following criteria:
 - (a) Are required to follow all Minnesota laws related to ALPR data
 - (b) Have a policy related to ALPR access in place
 - (c) Have appropriate audit features on their account.

All requests by non-law enforcement persons or agencies for ALPR data shall be handled in compliance with the Minnesota Government Data Practices Act Chapter 13.824, any other applicable laws, and within policy.

*Automated License Plate Readers (ALPR)***447.11 MANUAL HOT LIST CONTENT AND USE**

The ALPR is capable of alerting to license plates entered by the law enforcement agency in the ALPR system and not listed in the Minnesota License Plate Data File. Entries into the ALPR system shall comply with the following procedures and Minn. Stat. § 13.824:

- (a) A license plate number or partial license plate number shall only be entered in the Grand Rapids Police Department's Manual Hot List when there is a legitimate and specific law enforcement reason related to an active criminal investigation to identify or locate that particular vehicle, or any person reasonably associated with that vehicle.
- (b) The Manual Hot List should be updated as frequently as practicable. A Manual Hot List entry shall be removed as soon as practicable if there is no longer a justification for the entry.
- (c) If an officer receives an alert based on a Manual Hot List entry, they must follow 428.5 (f) and confirm that current legal justification exists to take action on the alert.
- (d) A Manual Hot List entry may not be used as a substitute for an entry into any other databases such as Minnesota or FBI Hot Files, Nation Crime Information Center (NCIC), or Keeping Our Police Safe (KOPS) files, if appropriate.

Automated License Plate Readers (ALPR)

Automated License Plate Readers (ALPR)

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Automated License Plate Readers (ALPR)



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: July 28, 2025

AGENDA ITEM: Consider approving revised job description for Police Investigator.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

Attached is a draft revised job description for the position of Police Investigator. A red-lined version of the job description is included for reference.

REQUESTED COUNCIL ACTION:

Make a motion to approve the revised job description for Police Investigator, with an effective date of August 1, 2025.

City of Grand Rapids Job Description

Job Title: Investigator
Department: Police
FLSA Status: Non-exempt
Approved By:
Approved Date: Draft

Summary:

The Police Investigator is an assigned position, assigned by the Chief of Police, and works under the direction of the Investigations Captain. The Police Investigator (Investigator) conducts investigations of crimes and deaths, writes and serves search warrants, gathers evidence, conducts interviews and processes crime and death scenes. The Investigator assists in maintaining the department property/evidence room, maintaining a record of chain of possession. The Investigator does not normally exercise supervision over other department employees but will work with and will provide direction to other department members, including uniform officers, in coordinating investigations. The Investigator prepares appropriate documentation to make arrests and works closely with prosecuting attorneys in the charging process and preparing criminal investigations for court.

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, in coordinating investigations. The Investigator prepares appropriate documentation to make arrests and works closely with prosecuting attorneys in the charging process and preparing criminal investigations for court.

Duration:

The duration of this assignment will be four (4) years from the date of Police Chief appointment. At the end of each four-year assignment, the officer is eligible to reapply for the position.

Essential Duties and Responsibilities:

The duties listed are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to that position. Other duties may be assigned.

- Performs skilled investigative work involving reported crimes against persons or property, with minimal supervision.
- Interviews complainants, witnesses, suspects, and victims.
- Serves court orders, including arrest warrants and search warrants.
- Locates suspects and makes arrests.
- Prepares search warrants.
- Assists uniformed personnel with investigations.
- Searches crime scenes and secures.
- Exchanges information with other law enforcement agencies.

- Preserves packages, , submits and follows-up on crime laboratory evidence analysis.
- Conducts thorough, detailed investigations, conferring with prosecutors and submits cases for prosecution review.
- Testifies in court.
- Assists in preparing or presenting evidence in court.
- Attend autopsies as required.
- Assists in providing training to department members in the area of criminal investigations and case law.
- Maintains availability for consultation on major crimes and emergencies.
- Is reasonably available to respond to significant crimes/death scenes while off-duty.
- Responds to reported crimes and calls for service, assisting uniformed officers, as over-all department call rate dictates.
- Conducts surveillance.
- Investigates drug crimes.
- Maintains department equipment, supplies, and facilities.
- Works as a uniformed patrol officer as needed.
- Assists with community outreach efforts.
-
- Conducts background investigations of prospective city employees, liquor license applicants, and others, as may be required.
- Other duties as assigned.

Knowledge, Skills, Abilities and Competencies:

The requirements listed below are representative of the knowledge, skill, ability and competency sets required to complete the essential functions at a satisfactory level.

- Knowledge of Minnesota Statutes, Grand Rapids City Code and relevant criminal case law.
- Knowledge of Minnesota Criminal Procedure, Rules of Evidence, Search and Seizure.
- Knowledge of and the ability to apply in day-to-day operations, protections provided citizens by the United States Constitution.
- Knowledge and ability to apply modern police investigative techniques.
- Ability to conduct complete, thorough criminal investigations, in a timely manner, documenting facts and evidence in written, visual and audio form.

- Knowledge of crime scene processing and ability to properly process crime and death scenes.
- Ability to develop police informants.
- Demonstrated ability to establish effective working relationships with other department members, peers and supervisors.
- Ability and demonstrated competency in working as a contributing member of a law enforcement team.
- Knowledge of and ability to use computers and data bases, including local, state and federal data bases.
- Knowledge of processes and procedures used in the investigation of drug cases.
- Ability to prioritize activity, investigations and complete them in a timely manner.
- Demonstrated competency in interviewing witnesses, suspects and victims in delicate situations to obtain necessary information regarding observations and actions.
- Ability to work with minimal supervision in the investigation of criminal cases.
- Demonstrated timeliness in responding to citizen requests for information, including in person, e-mail and by telephone.
- Demonstrated history of following department policy regarding integrity, honesty and credibility.
- Ability to work long and irregular hours, including weekends, evenings and holidays.
- Ability to work collaboratively with other law enforcement agencies, social service agencies and prosecutors in investigating criminal matters.
- Skill in communicating in verbal and written form.
- Skill in the use of computers, cameras, recorders, first-aid equipment, cell phones, police vehicles, radio firearms and other tools as required.

Demonstrate a willingness to attend advanced trainings such as First Witness, the BCA Investigative Certificate courses, and other relevant courses.

Education / Experience:

In addition to meeting the minimum requirements for a Minnesota Peace Officer, a Grand Rapids Police Investigator must:

- Have a minimum of three years full-time experience as a peace officer at time of appointment.
- Have a minimum of two years full-time experience as a Grand Rapids Police Officer at time of appointment.
- Possess and maintain a Minnesota Peace Officer License to practice law enforcement as issued by the Minnesota Board of Peace Officers Standards and Training.
- Minimally possess an Associates of Arts Degree from an accredited college or university.
- Have a valid Minnesota Driver's License.
- Maintain certification as an Emergency Medical Responder

Physical Demands:

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Essential functions may require maintaining physical condition necessary for sufficient mobility to work in a law enforcement setting; restrain or subdue individuals; walk, stand, sit or run for a prolonged period of time; occasionally stoop, bend, kneel, crouch, reach and twist; occasionally climb and balance, regularly push, pull, lift, and/or carry light to moderate weights; wear a police utility belt; operate law enforcement and general office equipment including computers; requires a sense of touch, finger dexterity and gripping with hands and fingers; ability to communicate verbally to exchange information; ability to operate a vehicle; ability to operate firearms, TASER, knives, impact weapons and handcuffs; see in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents and to operate equipment; hear in the normal audio range with or without correction.

The above duties are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

City of Grand Rapids Job Description

Job Title: Police Investigator

Department: Police

FLSA Status: Non-exempt

Approved By:

Approved Date: DRAFT

Summary:

The Police Investigator is an assigned position, assigned by the Chief of Police, and works under the direction of the Investigations Captain. The Police Investigator (Investigator) conducts investigations of crimes and deaths, writes and serves search warrants, gathers evidence, conducts interviews and processes crime and death scenes. The Investigator assists in maintaining the department property/evidence room, maintaining a record of chain of possession. The Investigator does not normally exercise supervision over other department employees but will work with and will provide direction to other department members, including uniform officers, in coordinating investigations. The Investigator prepares appropriate documentation to make arrests and works closely with prosecuting attorneys in the charging process and preparing criminal investigations for court.

Duration:

The duration of this assignment will be four (4) years from the date of Police Chief appointment. At the end of each four-year assignment, the officer is eligible to reapply for the position.

Essential Duties and Responsibilities:

The duties listed are intended as illustrations of the various types of work that may be performed. The omission of specific statement of duties does not exclude them from the position if the work is similar, related or a logical assignment to that position. Other duties may be assigned.

- Performs skilled investigative work involving reported crimes against persons or property with minimal supervision.
- Interviews complainants, witnesses, suspects and victims.
- Serves court orders, including arrest warrants and search warrants.
- Locates suspects and makes arrests.
- Prepares search warrants.
- Assists uniformed personnel with investigations.
- Searches crime scenes and secures evidence.
- Exchanges information with other law enforcement agencies.

- Preserves, packages, submits and follows up on crime laboratory evidence analysis.
- Conducts thorough, detailed investigations, conferring with prosecutors and submits cases for prosecution review.
- Testifies in court.
- Assists in preparing and presenting evidence in court.
- Attends autopsies as required.
- Assists in providing training to department members in the area of criminal investigation and case law.
- Maintains availability for consultation on major crimes and emergencies.
- Is reasonably available to respond to significant crimes/death scenes while off-duty.
- Responds to reported crimes and calls for service, assisting uniformed officers, as over-all department call rate dictates.
- Conducts surveillance.
- Investigates drug crimes.
- Maintains department equipment, supplies and facilities.
- Works as a uniformed patrol officer as needed.
- Assists with community outreach efforts.
- Conducts background investigations of prospective city employees, liquor license applicants and others as may be required.

Knowledge, Skills, Abilities and Competencies:

The requirements listed below are representative of the knowledge, skill, ability and competency sets required to complete the essential functions at a satisfactory level.

- Knowledge of Minnesota Statutes, Grand Rapids City Code and relevant criminal case law.
- Knowledge of Minnesota Criminal Procedure, Rules of Evidence, Search and Seizure.
- Knowledge of and the ability to apply in day-to-day operations, protections provided citizens by the United States Constitution.
- Knowledge and ability to apply modern police investigative techniques.

- Ability to conduct complete, thorough criminal investigations, in a timely manner, documenting facts and evidence in written, visual and audio form.
- Knowledge of crime scene processing and ability to properly process crime and death scenes.
- Ability to develop police informants.
- Demonstrated ability to establish effective working relationships with other department members, peers and supervisors.
- Ability and demonstrated competency in working as a contributing member of a law enforcement team.
- Knowledge of and ability to use computers and data bases, including local, state and federal data bases.
- Knowledge of processes and procedures used in the investigation of drug cases.
- Ability to prioritize activity, investigations and complete them in a timely manner.
- Demonstrated competency in interviewing witnesses, suspects and victims in delicate situations to obtain necessary information regarding observations and actions.
- Ability to work with minimal supervision in the investigation of criminal cases.
- Demonstrated timeliness in responding to citizen requests for information, including in person, e-mail and by telephone.
- Demonstrated history of following department policy regarding integrity, honesty and credibility.
- Ability to work long and irregular hours, including weekends, evenings and holidays.
- Ability to work collaboratively with other law enforcement agencies, social service agencies and prosecutors in investigating criminal matters.
- Skill in communicating in verbal and written form.
- Skill in the use of computers, cameras, recorders, first-aid equipment, cell phones, police vehicles, radio firearms and other tools as required.
- Demonstrate a willingness to attend advanced trainings such as First Witness, the BCA Investigative Certificate courses, and other relevant courses.
- Other duties as assigned.

Education/Experience:

In addition to meeting the minimum requirements for a Minnesota Peace Officer, a Grand Rapids Police Investigator must:

- Have a minimum of three years full-time experience as a peace officer at time of appointment.
- Have a minimum of two years full-time experience as a Grand Rapids Police Officer at time of appointment.
- Possess and maintain a Minnesota Peace Officer License to practice law enforcement as issued by the Minnesota Board of Peace Officers Standards and Training.
- Minimally possess an Associates of Arts Degree from an accredited college or university.
- Have a valid Minnesota Driver's License.
- Maintain certification as an Emergency Medical Responder

Physical Demands:

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Essential functions may require maintaining physical condition necessary for sufficient mobility to work in a law enforcement setting; restrain or subdue individuals; walk, stand, sit or run for a prolonged period of time; occasionally stoop, bend, kneel, crouch, reach and twist; occasionally climb and balance, regularly push, pull, lift, and/or carry light to moderate weights; wear a police utility belt; operate law enforcement and general office equipment including computers; requires a sense of touch, finger dexterity and gripping with hands and fingers; ability to communicate verbally to exchange information; ability to operate a vehicle; ability to operate firearms, TASER, knives, impact weapons and handcuffs; see in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents and to operate equipment; hear in the normal audio range with or without correction.

The above duties are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

This job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: July 28, 2025

AGENDA ITEM: Consider establishing new eligibility list for Firefighter Trainee.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

The Fire Department is requesting to abolish the existing list for Firefighter Trainee and begin the process of creating a new eligibility list for Firefighter Trainee. At the end of June, the Fire Department accepted the retirement of one long-term employee. We have not received any additional notices of retirements or resignations; however, we anticipate there may be some in late 2025. The process of creating a new eligibility list takes a few months and we would like to begin the process shortly. We would like to abolish the current list and begin the process of creating a new one.

REQUESTED COUNCIL ACTION:

Make a motion to abolish the existing eligibility list for Firefighter Trainee and begin the process of creating a new eligibility list.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: July 28, 2025

AGENDA ITEM: Consider accepting the resignation from part-time seasonal golf employee.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

Camdyn Keagle has submitted a notice of resignation from her position as golf shop attendant at Pokegama Golf Course effective August 8, 2025, due to moving for school.

REQUESTED COUNCIL ACTION:

Make a motion to accept the resignation from Camdyn Keagle from the position of golf shop attendant effective August 8, 2025.

July 25th, 2025

Pokegama Golf Course
3910 Golf Course Road,
Grand Rapids, MN 55744

Dear Tom,

Please accept this letter as my formal notice of resignation as the golf shop attendant, effective August 8th, two weeks from this date.

I appreciate my time here and the opportunities given to me. Due to moving for school, I am needing to end my time now. Thank you once again.

Sincerely,

Camdyn Keagle



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: July 28, 2025

AGENDA ITEM: Consider adopting a resolution approving lender document related to the Downtown Housing Development Project.

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

The City has previously executed a Purchase and Development Agreement whereby it was agreed that TIF financing was to be provided to facilitate the development of a 63-unit apartment project by Grand Rapids Apartments LLC.

To finance the development, the Developer has received a loan from Magnifi Financial Credit Union, a Minnesota Credit Union. As a condition of the loan, the lender requires that the City execute a Consent to Assignment of Payments Under the TIF Revenue Note, together with any related documents necessary in connection with this assignment.

This assignment is permitted under the terms of the Purchase and Development Agreement, with the consent of the City.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution approving lender document related to the Downtown Housing Development Project.

CITY OF GRAND RAPIDS, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING CERTAIN LENDER DOCUMENTS
RELATED TO THE DOWNTOWN DEVELOPMENT PROJECT**

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

Section 1. Recitals.

1.01. The City has executed a Purchase and Development Agreement (the “TIF Agreement”) between the City, the Grand Rapids Economic Development Authority, and Grand Rapids Apartments LLC, a Minnesota limited liability company, or an affiliate thereof or an entity related thereto (the “Developer”), pursuant to which the City agrees to provide to the Developer a Tax Increment Financing Note (Downtown Development Project) in the amount of up to \$1,328,254.00 (the “TIF Note”) to assist the Developer in financing the construction, improvement and equipping of an approximately 63-unit multifamily rental housing development (the “Project”) to be located at 225 NE 2nd Street in the City (the “Property”) to be owned and operated by the Developer.

1.02. To finance the Project, the Developer has received a loan from Magnifi Financial Credit Union, a Minnesota credit union (the “Lender”), in the approximate amount of \$8,400,000 (the “Loan”), and to secure the repayment of the Loan, the Developer will execute, among other documents (i) a certain Mortgage, Commercial Security Agreement, and Assignment of Rents, (ii) an Assignment of Deposit Account; and (iii) a Collateral Assignment of Interest in Tax Increment Revenue Note.

1.03. As a condition of giving the Developer the Loan, the Lender requires that the City execute a certain Consent to Assignment of Payments under Tax Increment Revenue Note by and between the City and the Lender (the “Consent to Assignment”), a form of which is presented to the City Council, pursuant to which the City acknowledges that the Developer has assigned certain of the Developer’s right, title and interest in and to the TIF Note and the TIF Agreement, as collateral for the TIF Note.

Section 2. Lender Documents Approved.

2.01. The City hereby approves the assignment of the TIF Note and the Consent to Assignment substantially in accordance with the terms set forth in the forms presented to the City Council, together with any related documents necessary in connection therewith, including without limitation all documents, exhibits, certifications or consents referenced in or attached to the Consent to Assignment and the TIF Assignment (collectively, the “Lender Documents”) and hereby authorizes the Mayor and the City Administrator to negotiate the final terms thereof and, in their discretion and at such time as they may deem appropriate, to execute the Lender Documents on behalf of the City, and to carry out, on behalf of the City, the City’s obligations thereunder when all conditions precedent thereto have been satisfied.

2.02. The approval hereby given to the Lender Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the City and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. This Resolution shall not constitute an offer and the Lender Documents shall

not be effective until the date of execution thereof as provided herein. In the event of absence or disability of the officers, any of the documents authorized by this Resolution to be executed may be executed without further act or authorization of the City Council by any duly designated acting official, or by such other officer or officers of the City Council as, in the opinion of the City Attorney, may act in their behalf.

2.03. Upon execution and delivery of the Lender Documents, the officers and employees of the City are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the City to implement the Lender Documents.

Adopted on July 28, 2025 by the City Council of the City of Grand Rapids, Minnesota.

Mayor

City Clerk

COLLATERAL ASSIGNMENT OF INTEREST IN TAX INCREMENT REVENUE NOTE

THIS COLLATERAL ASSIGNMENT OF INTEREST IN TAX INCREMENT REVENUE NOTE (“**Assignment**”) is made as of the _____ day of _____, 2025, by and between Grand Rapids Apartments LLC, a Minnesota limited liability company (hereinafter referred to as “**Assignor**” or “**Borrower**”), and Magnifi Financial Credit Union, a Minnesota credit union (hereinafter referred to as “**Lender**”).

RECITALS

Lender has provided a loan in the principal amount of Eight Million, Four Hundred Thousand Dollars (\$8,400,000.00) (the “**Loan**”), the proceeds of such purchase to be disbursed to Borrower to offset certain project costs in connection with the construction of an approximately 63-unit multifamily rental housing development to be located at 225 NE 2nd Street, Grand Rapids, in Itasca County, Minnesota (the “**Project**”). The terms of the Loan are more fully set forth in a Construction Loan Agreement by and between Borrower and Lender dated April 29, 2025, (the “**Loan Agreement**”). The Loan is secured by a Mortgage, Commercial Security Agreement, and Assignment of Rents (“**Security Documents**”) upon certain real property located in the City of Grand Rapids, County of Itasca, State of Minnesota, as more particularly described in the Security Documents (the “**Property**”), an Assignment of Deposit Account executed by the Borrower in favor of the Lender pledging the deposit account wherein the payments from the TIF Note are to be made (“**Pledge Agreement-Deposit Account**”), and this Assignment. The Commercial Loan Agreement, Security Documents and other collateral documents (along with any extensions, modifications or renewals thereof) described in or accompanying the Commercial Loan Agreement are hereinafter sometimes collectively referred to as the “**Loan Documents**”. Unless otherwise defined herein, terms are used herein with the same meanings as defined in the Loan Documents. In the event of any conflict between the terms hereof and the Loan Documents, the terms and conditions of the Loan Documents shall control. As a condition to granting the Loan, Lender has requested Borrower to cause the execution and delivery of this Assignment.

NOW, THEREFORE, in consideration of the Loan and intending to be legally bound, Assignor does hereby covenant, agree, warrant, represent, assign, set over and transfer, to the extent assignable and transferable, as set forth herein:

1. A Taxable Tax Increment Revenue Note in connection with the Property that will be issued after the date hereof and pursuant to the terms of a Purchase and Development Agreement by and between the City of Grand Rapids, Minnesota (the “**City**”), the Grand Rapids Economic Development Authority, and Borrower dated August 22, 2024 (the “**TIF Agreement**”), by the City in favor of Borrower, in the aggregate principal not to exceed \$[1,328,254.00] (the “**TIF Note**”) shall be the subject of this Assignment. On or after the issuance date of the TIF Note, Borrower shall promptly deliver the original of the TIF Note to the Lender.
2. Assignor hereby assigns, transfers and sets over unto Lender all of its current and future right, title and interest, if any, in and to the TIF Note and all rights and benefits therefrom, including without limitation rights to payments as set forth in Section 3 below, as security for the

full, timely and faithful repayment by the Borrower of the Loan, and performance by the Borrower of its obligations under the Loan Documents. As further security to the Lender, Assignor hereby assigns, transfers and sets over onto Lender, a first security interest in all of its right, title and interest in the TIF Note, as security for the full, timely and faithful repayment by the Borrower of the Loan, and performance by Borrower of its obligations under the Loan Documents. Borrower hereby agrees to execute such additional documentation as required by Lender in order to give full force and effect to such assignment to Lender of the TIF Note.

3. After the occurrence and during the continuation of an Event of Default, as defined in the Loan Agreement, and continuing until the Loan is paid in full or [May 15, 2040], or as extended as agreed upon between Lender and Borrower (the “**Maturity Date**”) or payment in full of the TIF Note, whichever shall first occur, the Lender shall be entitled to receive all payments made by the City under the TIF Note; provided, however that the Lender shall have provided: (i) written notice thereof to the City with instructions for making payment to the Lender; (ii) an executed investment letter in a form acceptable to the City; and (iii) the original TIF Note for re-registration to the Lender. Lender shall automatically be authorized to apply monies from the payments under the TIF Note against the Loan as and when due pursuant to the terms of the Loan. The affidavit or written statement of an officer, agent or attorney of Lender stating that Lender is exercising its right to payments under the TIF Loan or this Assignment shall constitute conclusive evidence thereof, and the City or other persons are authorized and directed to rely thereon. The Assignor hereby irrevocably directs and authorizes the City to pay, upon written direction from the Lender to do so, directly and exclusively to the Lender or its assigns all sums due under the TIF Note, subject to the terms thereof, and Assignor hereby irrevocably authorizes and directs the City to recognize the claims of the Lender without investigating the reason for any action taken or the validity of or the amount of indebtedness owing to the Lender or the existence of any Event of Default; and to the extent such sums are paid to the Lender, the Assignor agrees that the City shall have no further liability to the Assignor for the same. The sole receipt by the Lender of any sum paid by the City shall be in discharge and release of that portion of any amount owed by the City. The Lender acknowledges that the City’s rights and remedies against the Assignor under the TIF Agreement are unaffected by this Assignment.

4. Assignor agrees to faithfully observe and perform all of the obligations and agreements imposed upon it under the TIF Note and TIF Agreement, subject to Assignor’s right to reasonably contest observance/performance.

5. Lender will not be deemed in any manner to have assumed any of the obligations related to the TIF Note or the TIF Agreement, nor shall Lender be liable to the City by reason of any default by any party under the TIF Note or the TIF Agreement. Borrower agrees to indemnify and to hold Lender harmless of and from any and all liability, loss or damage which it may or might incur by reason of any claims or demands against it based on its alleged assumption of Assignor’s duty and obligation to perform and discharge the terms, covenants and agreements in the TIF Note or TIF Agreement.

6. After the occurrence of an Event of Default (as defined in the Loan Documents):

a. Lender may elect to exercise any and all of Assignor’s rights and remedies under the TIF Note or such rights assigned hereunder to Lender under the TIF Agreement

regarding the TIF Note, without any interference or objection from Assignor, and Assignor shall cooperate in causing the City to comply with all the terms and conditions of the TIF Note or the TIF Agreement.

b. Lender may exercise Assignor's rights under the TIF Note or such rights assigned hereunder to Lender under the TIF Agreement regarding the TIF Note, and perform all acts in the same manner and to the same extent as Assignor might do. In connection with any and all of the foregoing powers, and without limiting the same, Lender may amend the terms of (subject to approval by the City) and make concessions to the City.

c. Lender may exercise any remedies provided to it in the Loan Documents.

7. All of the foregoing powers herein granted to Lender shall be liberally construed. Lender need not expend its own funds in the exercise of such power, but if it does, such amounts shall be considered as advances for and on behalf of Borrower secured by this Assignment and evidenced by the Loan and secured by other Loan Documents. Any amounts so advanced shall bear interest at then current rate prescribed in the Loan.

8. Nothing herein contained shall be construed as constituting a waiver or suspension by Lender of its right to enforce payment of the debts under the terms of the Loan, or Loan Documents. Lender is not the agent, partner or joint venturer of the Borrower, the Assignor, any Guarantor or the City.

9. This Assignment may be enforced from time to time by Lender at its discretion, with or without order of any court, as Lender shall determine. Lender may also, at any time, cease to enforce this Assignment. Any failure on the part of the Lender promptly to exercise any option hereby given or reserved shall not prevent the exercise of any such option at any time thereafter. Lender may pursue and enforce any remedy or remedies accorded it herein independently of, in conjunction or concurrently with, or subsequent to its pursuit and enforcement of any remedy or remedies which it may have under the Loan and/or Loan Documents.

10. Assignor warrants and represents to Lender that:

a. It has the right to exercise and deliver this Assignment. The execution of this Assignment and performance and observance of its terms hereof have been duly authorized by necessary company action and do not contravene or violate any provision of Assignor's organizational documents.

b. the outstanding principal balance on the TIF Note as of the date of issuance up to \$[1,328,254.00], together with interest at the Developer's actual rate of financing per annum from and after the date of issuance.

c. It has made no prior assignments of the TIF Note.

d. To Assignor's knowledge, the TIF Agreement is in full force and effect on the date hereof, subject to no defenses, setoffs or counterclaims whatsoever.

e. To Assignor's knowledge, there exists no event, condition or occurrence which constitutes, or which with notice and/or the passage of time would constitute, a breach of or default under any terms or conditions of any of the TIF Note or the TIF Agreement. Assignor also hereby covenants and agrees not to do any act which would destroy or impair the security to the Lender of this Assignment.

f. Assignor has filed all tax returns required to be filed and either paid all taxes shown thereon to be due, including interest and penalties, which are not being contested in good faith and by appropriate proceedings, and Assignor has no knowledge of any objections or claims for additional taxes in respect to federal tax or excise profit tax returns for prior years.

11. When the context so requires, the singular shall include the plural and conversely, and use of any gender shall include all genders.

12. This Assignment shall be governed by and be construed in accordance with the laws of the State of Minnesota. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or be invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Assignment.

13. Any notices required or contemplated hereunder shall be effective upon two (2) business days after placing thereof in the United States mail, certified mail and with return receipt requested, postage prepaid, and addressed as follows:

If to Assignor:	Grand Rapids Apartments LLC 3155 Pioneer Road Se Alexandria, MN 56308
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If to Lender:	Chad Hess Magnifi Financial Credit Union 20 4 th Avenue SE Melrose, MN 56352
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or to such other address specified in writing by one party to the other upon ten (10) days advance written notice in accordance herewith.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the day and year first above written.

Grand Rapids Apartments LLC,
a Minnesota limited liability company

By: _____
Its: _____

CONSENT TO ASSIGNMENT OF PAYMENTS UNDER TAX INCREMENT REVENUE NOTE

The City of Grand Rapids, Minnesota (the “**the City**”), will issue its Taxable Tax Increment Revenue Note in the maximum principal amount of \$[1,328,254.00] (the “**TIF Note**”) pursuant to a Purchase and Development Agreement, by and between the City, the Grand Rapids Economic Development Authority, and Grand Rapids Apartments LLC, a Minnesota limited liability company (“**The Borrower**”), dated August 22, 2024, (the “**TIF Agreement**”) upon the satisfaction of the conditions set forth thereof. The City has received a Collateral Assignment of Interest in Revenue Note which assigns as collateral to Magnifi Financial Credit Union, a Minnesota Credit Union (“**Lender**”), all the Borrower’s interests in the payments of Tax Increments (as defined in the TIF Agreement) under the TIF Note. The issuance of the TIF Note is contingent on the conditions set forth in the TIF Agreement, including without limitation the City receiving evidence of eligible costs to be reimbursed by Available Tax Increments (as defined in the TIF Agreement) in the amount of up to \$1,328,254.00. The City consents to such assignment pursuant to the terms of the TIF Note.

Upon notification of an event of default by Lender, the delivery of the original TIF Note to the City for re-registration, and the delivery of an investment letter in a form satisfactory to the City from Lender, the City shall make all payments under the TIF Note to Lender at the following address:

Magnifi Financial Credit Union
20 4th Avenue SE
Melrose, MN 56352

—

By: _____
Tasha Connelly
Its: Mayor

By: _____
Tom Pagel
Its: City Administrator



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: July 28, 2025

AGENDA ITEM: Consider authorizing staff to solicit quotes for the multi-use trail culvert replacement project

PREPARED BY: Matt Wegwerth

BACKGROUND:

The existing multi-use trail that connects the forest history center and Grand Itasca has an existing wooden bridge that needs to be replaced. The project will include the removal of the bridge, replacement with a concrete culvert and repaving of the trail

Quotes will be brought back to council for award

REQUESTED COUNCIL ACTION:

Make a motion authorizing staff to solicit quotes for the multi-use trail culvert replacement project



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: July 28, 2025

AGENDA ITEM: Consider adopting a resolution approving LG230 Application for Off-Site Gambling for Confidence Learning Center

PREPARED BY: Kimberly Gibeau

BACKGROUND:

Confidence Learning Center has submitted an application to conduct off-site gambling at the Grand Rapids Eagles club, located at 1776 South Pokegama Avenue. Minnesota State Gambling Board requires adoption of a Resolution by the City Council prior to issuing permit. Confidence Learning Center meets all required conditions for requested permit.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution approving LG230 Application for Off-Site Gambling for Confidence Learning Center.

Councilor _____ introduced the following resolution and moved for its adoption:

RESOLUTION NO. 25-_____

RESOLUTION APPROVING CONFIDENCE LEARNING CENTER OF MINNESOTA
LG230 APPLICATION FOR OFF-SITE GAMBLING

WHEREAS, Confidence Learning Center has presented the City Council of Grand Rapids a LG230 Application to Conduct Off-Site Gambling application to conduct gambling at the Eagles Aerie 2469, 1776 Pokegama Avenue South, Grand Rapids, Minnesota; and

WHEREAS, the Gambling Control board may not issue a Off-Site Gambling without City Council approval.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Grand Rapids approves the LG230 Application to Conduct Off-Site Gambling for Confidence Learning Center to conduct gambling at the Eagles Aerie 2469, 1776 Pokegama Avenue South, Grand Rapids, Minnesota.

Adopted by the City Council this 28th day of July, 2025.

Tasha Connelly, Mayor

ATTEST:

Kimberly Gibeau, City Clerk

Councilor _____ seconded the foregoing resolution and the following voted in favor thereof: _____; and the following voted

against the 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: July 28, 2025

AGENDA ITEM: Consider approving agreement with Brothers Burn Mountain for musical performance at 2025 Tall Timber Days event

PREPARED BY: Kimberly Gibeau

BACKGROUND:

The City's agreement with Tall Timber Days is to contract with the bands so that they fall under the City's insurance. Tall Timber Days then reimburses the City for the cost of the bands. Attached are contracts for two bands for performances at Tall Timber Days. Payment details listed below:

- Brothers Burn Mountain - \$1,200

REQUESTED COUNCIL ACTION:

Make a motion to approve agreement with Brothers Burn Mountain band for 2025 Tall Timber Days performance and authorize payment of \$1200.00.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 7/28/2025

AGENDA ITEM: Consider adopting a resolution to accept a donation from the Blandin Foundation in the amount of \$1000.00 for the National Night Out event on August 5, 2025

PREPARED BY: Kevin Ott

BACKGROUND:

The Grand Rapids Police Department was notified by the Blandin Foundation that their organization would like to donate \$1000.00 to our yearly National Night Out event that will take place on August 5, 2025. National Night Out is an annual community building event that promotes police and community partnerships and neighborhood camaraderie. The Grand Rapids Police Department has participated in this event for over 20 years, and it continues to be a successful event in which the police department experiences hundreds of community member participation.

The funds received from this donation will assist the police department in renting fun activities for children to participate in while attending the event. It will also assist in purchasing food and beverages for the police reserve unit to sell at a low cost for attendees of the event.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution accepting a donation from the Blandin Foundation for the National Night Out event in the amount of \$1000.00.

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

RESOLUTION NO. 25-

A RESOLUTION ACCEPTING A \$1000 DONATION FROM THE BLANDIN
FOUNDATION FOR THE GRAND RAPIDS POLICE DEPARTMENT FOR NATIONAL
NIGHT OUT EXPENDITURES

WHEREAS, Minnesota State Statutes 465.03, states that cities may accept gifts of real or personal property, including money, and use them in accordance with the terms the donor prescribes; and

WHEREAS, every such acceptance shall be by resolution of the governing body adopted by two-thirds majority of its members,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the listed donations and terms of the donors as follows:

- Blandin Foundation donated \$1000

Adopted this 28th day of July, 2025

Tasha Connelly, Mayor

Attest:

Kimberly Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: July 28, 2025

AGENDA ITEM: Consider appointing Janet Miller to the Human Rights Commission.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

The Human Rights Commission has one current vacancy with an expiration of March 1, 2026. The City has received two applications and both individuals have been interviewed by Councilor Molly MacGregor.

REQUESTED COUNCIL ACTION:

Make a motion to appoint Janet Miller to the Human Rights Commission to fill an unexpired term through March 1, 2026.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: July 28, 2025

AGENDA ITEM: Conduct a public hearing to consider the vacation of a portion of the NW 12th Ave. Right of Way adjacent to Block 10 Syndicate Division.

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

Staff will present the attached PowerPoint presentation as background for this item.

REQUESTED COUNCIL ACTION:

Conduct a public hearing to consider the vacation of a portion of the NW 12th Ave. Right of Way adjacent to Block 10 Syndicate Division.



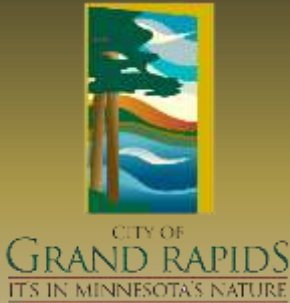
CITY OF
GRAND RAPIDS
ITS IN MINNESOTA'S NATURE

Public Vacation Request Public Hearing

A portion of 12th Ave. NW Right of Way
(Originally Platted as Knowlton Avenue)

Block 10, Syndicate Division

July 28, 2025



Public Vacation Request

- **Petitioner:** Diane Larson, Executive Director on behalf of the Itasca County Housing and Redevelopment Authority.
- **Filing Date:** May 15, 2025
- **Requested Vacation:** A portion of the 12th Avenue NW Right of Way legally described below.
- **Petitioner's Stated Reason for Request:** If approved, the vacation would permit the applicant to reconstruct a portion of their existing parking, also subject to an upcoming variance request, in its present location, which, as it exists, protrudes into the 12th Avenue NW Right of Way approximately 7' or less.
- **Legally Described Vacation Request:**

The East 7' of the 12th Avenue NW lying adjacent to Lots 13-18 and the East 7' of 12th Avenue NW lying adjacent to the south half of the vacated E/W alley, all located in Block 10 of Syndicate Division, Grand Rapids, Itasca County, Minnesota.



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

Public Vacation Request

Item 18.

Subject area:

- R-O-W petitioned for vacation shaded yellow.
- Electric utilities show in red.
- Water utilities show in blue.
- Sanitary Sewer utilities shown in green.

Itasca County HRA Vacation Petition





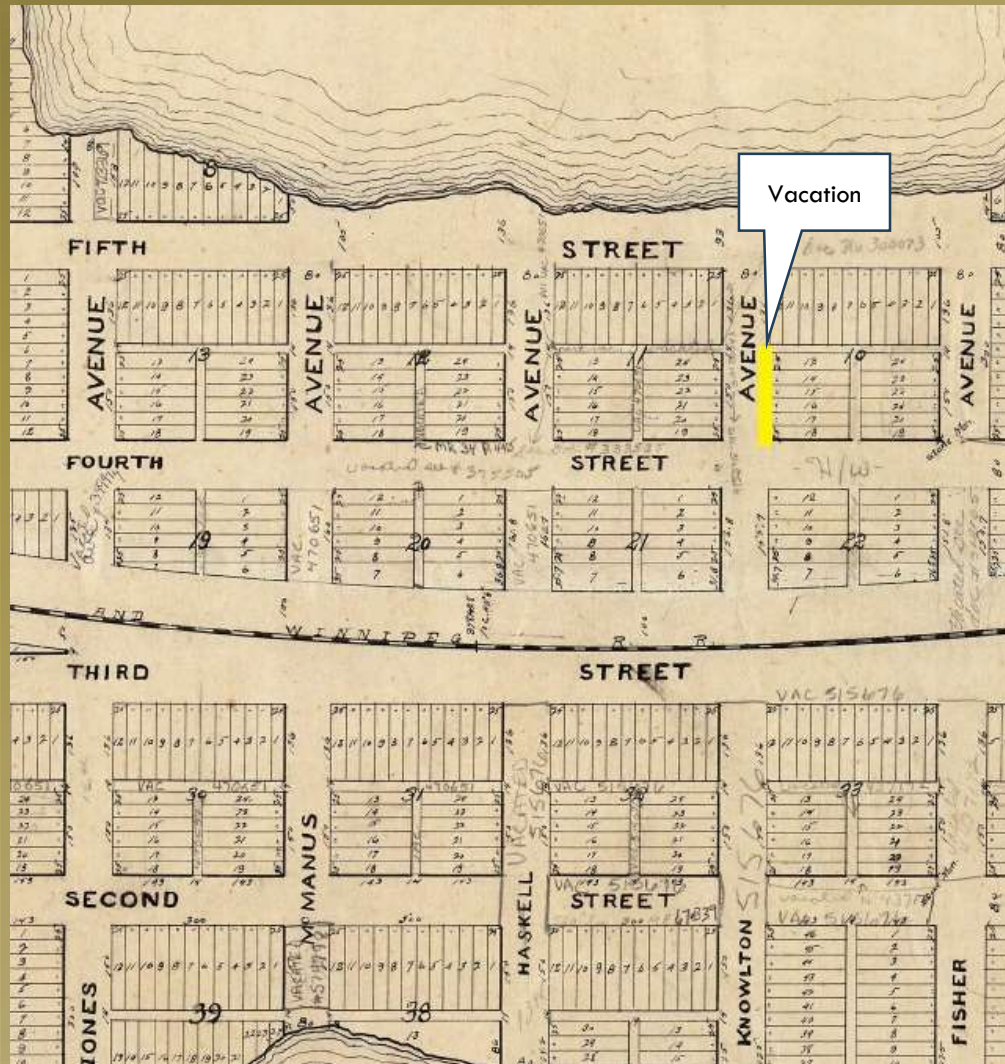
CITY OF
GRAND RAPIDS
ITS IN MINNESOTA'S NATURE

Item 18.

Public Vacation Request

Syndicate Division

- Platted 1890
- Portion of 12th Avenue NW (Knowlton Avenue)





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

Public Vacation Request

Item 18.

Subject area:

- Looking NE





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

Public Vacation Request

Staff Review Committee:

- The Engineering Department/Public Works Department had no objections to the petitioned vacation but recommended that a public infrastructure easement be retained with the vacation.
- Staff review committee consists of: Engineering/Public Works Department, Community Development Department, Fire Department, Police Department, and the Grand Rapids Public Utilities Commission.



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

Public Vacation Request

Planning Commission Review

Upon their review of the petitioned vacation at a special meeting on June 24, 2025, the Planning Commission made findings of fact addressing these considerations and recommended approval of the vacation, stipulating that a public infrastructure be retained.

The Planning Commission's findings are incorporated into the resolution to be considered following the Public Hearing.

PLANNING COMMISSION

Considerations

RIGHT-OF-WAY VACATIONS

1. Is the right-of-way needed for traffic purposes?

Why/Why not?

2. Is the right-of-way needed for pedestrian purposes?

Why/Why not?

3. Is the right-of-way needed for utility purposes?

Why/Why not?

4. Would vacating the right-of-way place additional land on the tax rolls?

Why/Why not?

5. Would vacating the right-of-way facilitate economic development in the City?

Why/Why not?



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

Item 18.

Questions?



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: July 28, 2025

AGENDA ITEM: Consider the adoption of a resolution approving the vacation of a portion of the NW 12th Ave. right-of-way adjacent to Block 10, Syndicate Division

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

After the public hearing on this matter, the City Council will want to consider the public testimony received and review the recommendation put forward by the Planning Commission.

The Council can accept the recommendation of the Planning Commission, if they are in agreement with it, and adopt the resolution as prepared, or the Council can make its own findings to support its reasons for approving or denying the petitioned vacation of the described street right-of-way.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution approving a resolution approving the vacation of a portion of the NW 12th Ave. right-of-way adjacent to Block 10, Syndicate Division.

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

RESOLUTION NO. 25-__

A RESOLUTION VACATING A PORTION OF A PLATTED STREET RIGHT-OF-WAY WITHIN THE PLAT OF SYNDICATE DIVISION, GRAND RAPIDS

WHEREAS, the City Planning Commission, at a special meeting on June 24, 2025, reviewed the vacation request for a portion of street right-of-way, described as:

The East 7' of the 12th Avenue NW lying adjacent to Lots 13-18 and the East 7' of 12th Avenue NW lying adjacent to the south half of the vacated E/W alley, all located in Block 10 of Syndicate Division, Grand Rapids, Itasca County, Minnesota.

WHEREAS, the Planning Commission found the vacations to be in the best interest of the public's health, safety, and general welfare; and

WHEREAS, the Planning Commission forwarded a recommendation for approval of the requested vacations; and

WHEREAS, the City Clerk's affidavit of publication of Notice of Public Hearing and of mailing notices to area residents were provided; and

WHEREAS, the Grand Rapids City Council conducted a public hearing on July 28, 2025, to consider the vacation of the public right-of-ways described above; and

WHEREAS, all persons who wished to voice their opinion in regard to the above-mentioned vacations were allowed to be heard; and

WHEREAS, it appears that it will be in the best interest of the City to approve such petition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA: that the City Council does concur with the Planning Commission's findings that the vacations are in the best interest of the public's health, safety, and general welfare, and hereby vacate the above-described public right-of-way based on the following findings of fact:

- The right-of-ways are not needed for traffic purposes.
- The right-of-ways are not needed for pedestrian purposes,
- Portions of the right-of-ways are not needed for utility purposes, as a public infrastructure easement will be retained.
- Vacating the right-of-way will put additional land on the tax rolls.
- Vacating right-of-ways will allow the Itasca County Housing and Redevelopment Authority

to retain and improve the parking on their property.

AND BE IT FURTHER RESOLVED, that:

1. The City retains a public infrastructure easement over the area of right-of-way to be vacated, that allows for unimpeded access to the all public infrastructure, for maintenance purposes.
2. The City Council instructs City Staff to submit a copy of this resolution to the Itasca County Assessor, Itasca County Recorder, and the Itasca County Auditor.

Adopted by the Council this 28th day of July 2025.

Tasha Connelly, Mayor

ATTEST:

Kim Gibeau, City Clerk

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