



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

**CITY COUNCIL MEETING AGENDA**  
**Monday, December 20, 2021**  
**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, December 20, 2021 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

PRESENTATION:

1. Presentation for 2021 Mayor's Arts Award

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

2. Approve Council minutes for Monday, December 6, 2021 Worksession and Regular meetings.

VERIFIED CLAIMS:

3. Approve the verified claims for the period November 30, 2021 to December 14, 2021 in the total amount of \$1,257,131.08.

CONSENT AGENDA:

4. Consider receiving feasibility report and call for a hearing related to CP 2003-18, 21st Street SW Extension.
5. Consider approving a change order with SEH for the Grand Rapids/Cohasset Industrial Redevelopment project
6. Consider the retirement and salvage of a public works asset.
7. Approve 2022 Taxi license for Rapid Taxi, contingent upon receipt of required documentation and fees.
8. Approve 2022 Theatre License for Mann Theatres Inc.
9. Consider authorizing the Fire Department to purchase turnout gear from MES in 2021 to be paid in 2022 budget
10. Approve the official City meeting calendar for 2022.

11. Consider adopting a resolution accepting a donation of \$100.00 from UPM Blandin Paper Co, a donation of \$100 from MN State Patrol Troopers Association toward Grand Rapids Police Shop with a Hero Program
  
12. Consider adopting a resolution authorizing the Itasca County Auditor to assess the delinquent Storm Water Utility charges to the property tax statement of delinquent tax owners.
  
13. Consider approving final payment and balancing change order for CP 2014-2
  
14. Void Lost Accounts Payable Check and Issue a Replacement Check
  
15. Consider amending “City Employees as Paid-On-Call Firefighters” policy.
16. Consider authorizing the Police Department to sell five (5) city owned / forfeited vehicles at the Minnesota DNR online auction.
  
  
17. Consider entering into Advertising Agreements with businesses at the IRA Civic Center.
  
18. Consider final pay applications and change orders for new Fire Hall.
  
19. Authorize publication of Ordinance 21-12-08 in summary form
  
20. Consider hiring Warming House Attendants.
  
21. Consider adopting a resolution establishing 2022 compensation for City of Grand Rapids Exempt & Non-Exempt Non-Represented Employees.
  
22. Consider approval of the Grand Rapids Autonomous Vehicle Master Services Agreement with May Mobility
  
23. Consider entering into an agreement with Loren Solberg
  
24. Consider an agreement with John Dimich
  
25. Consider an employment agreement with Bob Cahill
  
26. Consider approving correction to Hospital Security Services Agreement Addendum #1

SET REGULAR AGENDA:

ADMINISTRATION:

27. Consider adopting a resolution establishing the official polling places for Grand Rapids Precincts One, Two, Three and Four
  
28. Consider vacating one seat on the Arts & Culture Commission and appoint members to the Arts & Culture Commission
  
29. Consider changing status of Assistant Superintendent at the Pokegama Golf Course from Seasonal to Full-time.

- [30.](#) Consider approving resolutions adopting the 2021 Tax Levy Payable 2022, 2022 General Fund Budgets, 2022 Special Revenue Budgets and 2022 Enterprise Budgets.
- [31.](#) Consider adopting a resolution approving Memorandum of Agreement between the State of Minnesota and Local Governments and Authorizing participation in national opioid settlement.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR JANUARY 10, 2022 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  
**GRAND RAPIDS**  
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**CITY COUNCIL WORKSESSION MINUTES**  
**Monday, December 06, 2021**  
**6:00 PM**

CALL TO ORDER: Pursuant to due notice and call thereof, a Worksession meeting of the Grand Rapids City Council will be held on Monday, December 6, 2021 at 6:00 PM in the City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

Mayor Christy called the meeting to order at 6:00 PM.

ROLL CALL:

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

BUSINESS:

1. Yellow Ribbon Update

Sharon Voltz, and Kacie Stanek presented background and update on Yellow Ribbon Committee and resolution presented for adoption. This resolution will be added as 12a.

REVIEW OF REGULAR AGENDA:

Addition of Yellow Ribbon Resolution as 12a. Moved item #10 from Consent to 12b. No other additions or changes were noted.

ADJOURN:

There being no further business, the meeting adjourned at 6:12 pm.

Respectfully submitted:

*Kimberly Gibeau*

Kimberly Gibeau, City Clerk



CITY OF  
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**CITY COUNCIL MEETING MINUTES**  
**Monday, December 06, 2021**  
**6:30 PM**

Mayor Christy called the meeting to order at 6:30 PM.

**CALL OF ROLL:**

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

**PUBLIC FORUM:** None.

**COUNCIL REPORTS:**

Councilor Connelly noted that there are three vacancies on the Human Rights Commission and encourages residents to get involved. Also advised that the City is keeping a close eye on the temperatures and will make sure all outdoor rinks are flooded and ready for use as soon as weather permits.

Councilor Adams provided overview of the recent RAMS meeting.

Mayor Christy acknowledged receipt of the Greater Minnesota Business Development Infrastructure grant.

**APPROVAL OF MINUTES:**

1. Approve Council minutes for Monday, November 22, 2021 Worksession and Regular meetings.

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

**VERIFIED CLAIMS:**

2. Approve the verified claims for the period November 16, 2021 to November 29, 2021 in the total amount of \$534,410.61.

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

Councilor Blake, Councilor Connelly

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

3. The following minutes for boards and commissioners were acknowledged:
  - October 12th and 26th, 2021 PUC
  - October 13, 2021 Library Board
  - October 14, 2021 GREDA
  - October 18, 2021 Planning Commission
  - October 19, 2021 Golf Board
  - September 29th and October 27th, 2021 Human Rights Commission
  - September 2, 2021 PCA Board

CONSENT AGENDA:

4. Consider amending special assessment policy
5. Consider adopting a resolution to accept the Corona Virus Local Fiscal Recovery Fund established under the American Rescue Plan Act.

**Adopted Resolution 21-104**

6. Approve Public Works PT Eligibility List for Winter Maintenance
7. Consider amending the Rental Housing Ordinance.

**Adopted Ordinance 21-12-08**

8. Hire Warming House Attendants
9. Adopt a resolution accepting donations for Golf Simulator Program

**Adopted Resolution 21-105**

10. Moved to regular agenda as 12b.
11. Consider approving donation of retired IT equipment

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

SET REGULAR AGENDA:

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

## ADMINISTRATION:

## 12. Consider appointments to Boards &amp; Commissions

Motion made by Councilor Adams, Second by Councilor Connelly to appoint Wayne Bruns to the EDA, term to expire March 1, 2025, and Cyndy Martin, Deborah Kee and Aaron Squadroni to the Grand Rapids Library Board, terms to expire December 31, 2024. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

## 12a. Adopt a Resolution for continued support of the Yellow Ribbon Community.

Motion made by Councilor Toven, Second by Councilor Connelly adopting **Resolution 21-106**, Yellow Ribbon Community Support and establishment of Yellow Ribbon Citizen's Committee. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

## 12b. Consider adopting a resolution accepting a donation of \$5,738.00 from Fairview Health Services, a donation of \$2,778.00 from VFW Post 1720 and donation of \$1,389.00 from an anonymous party to purchase 7 Zoll AED Plus Units

Motion made by Councilor Blake, Second by Councilor Connelly adopting **Resolution 21-107**, accepting donations to go towards the purchase of AEDs for law enforcement. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

## FIRE:

## 13. Consider approving an amendment to the retirement benefit level of the Grand Rapids Fire Department Relief Association Bylaws

Fire Chief Cole provided overview of draft changes to the benefit level for the Fire Department Relief Assoc. By-laws and recommends approval.

Motion made by Councilor Toven, Second by Councilor Connelly to approve changes to the benefit level for the Fire Department Relief Association By-Laws. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

## PUBLIC HEARINGS: (scheduled for 7:00 PM)

## 14. Conduct a Public Hearing on 2021 Levy Payable in 2022 and 2022 budget at 7:00 p.m.as stated in the Truth in Taxation Statements

City Administrator Pagel presented information regarding truth in taxation, noting opportunities for tax rebates if the increase is greater than 12%.

City Clerk Gibeau confirmed that all required notices have been made and the Clerk's office did not receive any correspondence from the public on this matter.

Motion made by Councilor Blake, Second by Councilor Adams to open the public hearing. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

Anne Garvey, 414 NW 7th Street, notes that FL School was taken down, taxes increased by 30%. Questions how is the value figured between properties.

Martin Flicker, 1949 NW 20th Street, recommends focusing on industrial/commercial development.

Kayley Schoonmaker, 819 Willow Lane, concerned over high tax increases, and the possibility of people being taxed out of their homes.

Richard Nustad, 1795 NW 8th Avenue, questions 'normal' year of property value increase and what the percentage increase would be to overall property taxes if it was such a year?

No one else wished to speak, therefore the following motion was made:

Motion made by Councilor Adams, Second by Councilor Toven to close the public hearing. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

ADJOURNMENT:

There being no further business, the meeting adjourned at 8:03 PM.

Respectfully submitted:

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk

DATE: 12/16/2021  
 TIME: 14:57:20  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 12/20/2021

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
0200023	BMC SOFTWARE INC	826.30
0519650	ESRI INC	27,500.00
	TOTAL	28,326.30
CITY WIDE		
1309146	MACROSTIE ART CENTER	2,500.00
1915248	SHI INTERNATIONAL CORP	1,641.60
2201151	VACKER INC	3,789.00
	TOTAL CITY WIDE	7,930.60
SPECIAL PROJECTS-NON BUDGETED		
1201730	LATVALA LUMBER COMPANY INC.	179.04
	TOTAL SPECIAL PROJECTS-NON BUDGETED	179.04
ADMINISTRATION		
1215630	LOREN SOLBERG CONSULTING, LLC	1,600.00
1301020	MADDEN GALANTER HANSEN, LLP	357.00
	TOTAL ADMINISTRATION	1,957.00
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM SERVICES	105.78
0315455	COLE HARDWARE INC	62.98
0920060	ITASCA COUNTY TREASURER	1,821.90
1901535	SANDSTROM'S INC	129.75
2018680	TRU NORTH ELECTRIC LLC	296.80
	TOTAL BUILDING SAFETY DIVISION	2,417.21
COMMUNITY DEVELOPMENT		
0920060	ITASCA COUNTY TREASURER	127.44
	TOTAL COMMUNITY DEVELOPMENT	127.44
FINANCE		
1415377	NORTHERN BUSINESS PRODUCTS INC	112.76
	TOTAL FINANCE	112.76

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 12/20/2021

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
FIRE		
0100024	A-Z ELECTRIC INC	869.80
0103728	ACTIVE911, INC	442.00
0118100	ARAMARK UNIFORM SERVICES	103.81
0301685	CARQUEST AUTO PARTS	7.35
0315455	COLE HARDWARE INC	99.44
0513231	EMERGENCY APPARATUS	518.30
0920060	ITASCA COUNTY TREASURER	214.57
1200500	L&M SUPPLY	1.89
1301014	MACQUEEN EMERGENCY GROUP	316.03
1901535	SANDSTROM'S INC	140.32
	TOTAL FIRE	2,713.51
INFORMATION TECHNOLOGY		
0221650	BURGGRAF'S ACE HARDWARE	23.97
	TOTAL INFORMATION TECHNOLOGY	23.97
PUBLIC WORKS		
0100046	ASV HOLDINGS INC	4,458.84
0103325	ACHESON TIRE INC	565.00
0104799	ADVANCED SERVICES INC	1,793.50
0112450	ALL FLAGS, LLC	397.54
0121721	AUTO VALUE - GRAND RAPIDS	201.08
0215900	BOYER FORD TRUCKS INC.	139.93
0221650	BURGGRAF'S ACE HARDWARE	301.35
0301655	CARGILL INCORPORATED	4,411.51
0301685	CARQUEST AUTO PARTS	2,093.64
0315455	COLE HARDWARE INC	801.44
0401804	DAVIS OIL INC	2,041.44
0409715	DISPLAY SALES COMPANY	4,410.00
0501650	EARL F ANDERSEN	486.25
0514802	ENVIROTECH SERVICES INC	6,442.50
0601690	FASTENAL COMPANY	615.37
0609305	FIGGINS TRUCK & TRAILER REPAIR	285.00
0718021	GRAND RAPIDS GM INC	61.58
0801836	HAWKINSON SAND & GRAVEL	499.58
0821705	HUSKY SPRING	580.16
0920060	ITASCA COUNTY TREASURER	490.19
1200500	L&M SUPPLY	286.85
1303039	MCCOY CONSTRUCTION & FORESTRY	125.43
1315690	MORTON SALT	3,524.53
1421700	NUSS TRUCK GROUP INC	220.74
1621125	PUBLIC UTILITIES COMMISSION	4,915.00

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INVOICES DUE ON/BEFORE 12/20/2021

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
PUBLIC WORKS		
1911545	SKOGLUND ELECTRIC LLC	6,833.26
2000522	TNT CONSTRUCTION GROUP, LLC	77.50
2018560	TROUT ENTERPRISES INC	600.00
2209421	VIKING ELECTRIC SUPPLY INC	501.81
	TOTAL PUBLIC WORKS	48,161.02
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	214.17
0315455	COLE HARDWARE INC	13.99
1009508	JIM'S HYDRAULIC JACK SVC LLC	299.25
1301720	MATCO TOOLS	59.75
1801615	RAPIDS WELDING SUPPLY INC	23.53
	TOTAL FLEET MAINTENANCE	610.69
POLICE		
0103325	ACHESON TIRE INC	25.00
0221650	BURGGRAF'S ACE HARDWARE	22.98
0301685	CARQUEST AUTO PARTS	22.05
0601346	FAIRVIEW HEALTH SERVICES	1,299.00
0920060	ITASCA COUNTY TREASURER	2,971.81
1301021	MOTHERS AGAINST DRUNK DRIVING	750.00
1801611	RAPIDS RADIO LLC	312.50
1920233	STREICHER'S INC	3,093.74
1925500	SYMBOL ARTS, LLC	497.50
	TOTAL POLICE	8,994.58
RECREATION		
0315455	COLE HARDWARE INC	11.92
0718060	GRAND RAPIDS HERALD REVIEW	188.00
	TOTAL RECREATION	199.92
GENERAL FUND-LIQUOR/CHART GAMB		
1920236	STELLAR MEDICAL & EQUIPMENT	9,856.00
	TOTAL	9,856.00

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 12/20/2021

VENDOR #	NAME	AMOUNT DUE
CENTRAL SCHOOL		
0118100	ARAMARK UNIFORM SERVICES	55.73
0218745	ASHLEY BRUBAKER	172.65
1801555	RAPID PEST CONTROL INC	63.25
2018680	TRU NORTH ELECTRIC LLC	60.00
TOTAL		351.63
AIRPORT		
0301685	CARQUEST AUTO PARTS	58.37
0315455	COLE HARDWARE INC	35.53
0401804	DAVIS OIL INC	50.01
0920060	ITASCA COUNTY TREASURER	266.93
1303039	MCCOY CONSTRUCTION & FORESTRY	1,923.75
1621125	PUBLIC UTILITIES COMMISSION	174.90
1920240	CHAD B STERLE	1,710.00
2018680	TRU NORTH ELECTRIC LLC	858.07
TOTAL		5,077.56
CIVIC CENTER		
0104815	ADVANTAGE SYSTEMS GROUP	49.90
TOTAL		49.90
GENERAL ADMINISTRATION		
0104815	ADVANTAGE SYSTEMS GROUP	24.95
0118100	ARAMARK UNIFORM SERVICES	121.92
0221650	BURGGRAF'S ACE HARDWARE	146.44
0315455	COLE HARDWARE INC	28.56
0315495	COMMERCIAL REFRIGERATION	480.00
1200500	L&M SUPPLY	357.32
1201430	LAKE SUPERIOR CUTTING EDGE LLC	140.00
1801610	RAPIDS PLUMBING & HEATING INC	564.00
1901535	SANDSTROM'S INC	1,157.89
2209421	VIKING ELECTRIC SUPPLY INC	167.18
TOTAL GENERAL ADMINISTRATION		3,188.26
CEMETERY		

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 12/20/2021

VENDOR #	NAME	AMOUNT DUE
-----		
CEMETERY		
0920060	ITASCA COUNTY TREASURER	63.83
1200500	L&M SUPPLY	21.68
TOTAL		85.51
DOMESTIC ANIMAL CONTROL FAC		
0920060	ITASCA COUNTY TREASURER	146.82
1909510	SIM SUPPLY INC	46.89
TOTAL		193.71
GR/COHASSET IND PK INFRAST		
1900225	SEH	43,172.25
TOTAL		43,172.25
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-IT DEPT		
1915248	SHI INTERNATIONAL CORP	23,957.00
TOTAL CAPITAL OUTLAY-IT DEPT		23,957.00
AIRPORT CAPITAL IMPRV PROJECTS		
RUNWAY 16/34 RECONSTRUCTION		
0801825	HAWKINSON CONSTRUCTION CO INC	335,565.44
TOTAL RUNWAY 16/34 RECONSTRUCTION		335,565.44
2021 INFRASTRUCTURE BONDS		
CP2020/FD-1 NEW FIRE HALL		
1301850	MAX GRAY CONSTRUCTION	38,650.20
2000522	TNT CONSTRUCTION GROUP, LLC	80,153.85
TOTAL CP2020/FD-1 NEW FIRE HALL		118,804.05
DACF/PD EXPANSION		
2000522	TNT CONSTRUCTION GROUP, LLC	16,919.39
TOTAL DACF/PD EXPANSION		16,919.39

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 12/20/2021

VENDOR #	NAME	AMOUNT DUE
-----		
2022	INFRASTRUCTURE/ARPA	
	21ST STREET IMPROVEMENTS	
1900225	SEH	176.00
1920240	CHAD B STERLE	640.00
	TOTAL 21ST STREET IMPROVEMENTS	816.00
STORM WATER UTILITY		
0103325	ACHESON TIRE INC	920.00
0301705	CASPER CONSTRUCTION INC	47,000.00
0401804	DAVIS OIL INC	2,039.98
0801836	HAWKINSON SAND & GRAVEL	192.50
0920060	ITASCA COUNTY TREASURER	199.63
1621125	PUBLIC UTILITIES COMMISSION	2,477.50
2000522	TNT CONSTRUCTION GROUP, LLC	1,625.00
2018560	TROUT ENTERPRISES INC	1,100.00
	TOTAL	55,554.61
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$715,345.35
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0104095	DALE ADAMS	66.08
0113105	AMAZON CAPITAL SERVICES	89.99
0305530	CENTURYLINK QC	259.00
0315515	COMPUTERSHARE TRUST CO, NA	900.00
0605191	FIDELITY SECURITY LIFE	93.50
0718015	GRAND RAPIDS CITY PAYROLL	369,252.68
0718070	GRAND RAPIDS STATE BANK	1,084.08
0815440	HOLIDAY STATIONSTORES LLC	115.50
1201402	LAKE COUNTRY POWER	44.50
1205095	LEAGUE OF MN INSURANCE TRUST	1,000.00
1209516	LINCOLN NATIONAL LIFE	1,914.99
1301145	MARCO TECHNOLOGIES, LLC	103.44
1301146	MARCO TECHNOLOGIES, LLC	92.57
1305046	MEDIACOM LLC	136.90
1309199	MINNESOTA ENERGY RESOURCES	602.44
1309332	MN STATE RETIREMENT SYSTEM	2,424.00
1415479	NORTHERN DRUG SCREENING INC	135.00
1516220	OPERATING ENGINEERS LOCAL #49	113,628.00
1601305	THOMAS J. PAGEL	1,023.09
1601750	PAUL BUNYAN COMMUNICATIONS	1,151.57
1621125	PUBLIC UTILITIES COMMISSION	1,301.69
1921620	SUPERIOR USA BENEFITS CORP	195.00
2000100	TASC	30.60
2100265	U.S. BANK	1,000.00

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 12/20/2021

VENDOR #	NAME	AMOUNT DUE
-----		
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
2209665	VISA	13,009.36
2209705	VISIT GRAND RAPIDS INC	28,276.48
2301700	WM CORPORATE SERVICES, INC	2,729.27
2305300	MATTHEW WEGWERTH	126.00
T001404	GREENWAY LIONS CLUB	1,000.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$541,785.73
TOTAL ALL DEPARTMENTS		\$1,257,131.08



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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** December 20, 2021

**AGENDA ITEM:** Consider receiving feasibility report and call for a hearing related to CP 2003-18, 21<sup>st</sup> Street SW Extension.

**PREPARED BY:** Matt Wegwerth

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### BACKGROUND:

CP 2003-18, 21<sup>st</sup> Street SW Extension project is planned to be constructed from 3<sup>rd</sup> Avenue SW to Horseshoe Lake Road. The feasibility report has been prepared by the City Engineer and is attached. Prior to authorizing the project, a public hearing must be conducted. This hearing has been scheduled for Monday, January 24<sup>th</sup>, 2022, at 5:30 pm, in the City Hall Council Chambers.

### REQUESTED COUNCIL ACTION:

Make a motion receiving feasibility report and call for a hearing related to CP 2003-18, 21<sup>st</sup> Street SW Extension.

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

RESOLUTION NO. 21-\_\_

**A Resolution Receiving the Report and  
Calling For a Hearing For  
21<sup>st</sup> Street SW Extension Project  
City Project 2003-18**

WHEREAS, a report has been prepared by the City Engineer with reference to the 21<sup>st</sup> Street SW Extension Project, and

WHEREAS, this report was received by the Council on December 20, 2021.

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

1. The council will consider the above-mentioned improvement in accordance with the Feasibility Report and the assessment of benefiting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes Chapter 429 at an estimated total cost of the improvement of \$xxx,xxx.
2. A Public Hearing shall be held on such proposed improvement on the 24<sup>th</sup> day of January, 2022, in the council chambers located at the Grand Rapids City Hall at 5:30 p.m., and the Clerk shall give mailed and published notice of such hearing and improvement as required by law.

Adopted by the Council this 20<sup>th</sup> day of December, 2021.

\_\_\_\_\_  
Dale Christy, 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  
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# Feasibility Report

For:

## 21<sup>st</sup> Street SW Extension

(Extension of 21<sup>st</sup> Street SW from Forest Hills Avenue to Horseshoe Lake Road)

City Project 2003-18

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December 20, 2021

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**EXECUTIVE SUMMARY**

City Project 2003-18, 21<sup>st</sup> Street SW Extension Project, involves the construction of 0.50 miles of roadway, multi-use trail, storm sewer, sanitary sewer, water main, street lights, sidewalks, and associated appurtenances. The improvements are located from the existing Forest Hills Avenue to Horseshoe Lake Road. *The locations and detail associated with the proposed additions are represented on the figures within the body of this report.*

The Engineering Departments opinion of cost for City Project 2003-18 is as follows:

**Opinion of Cost**

Construction Cost	\$1,892,185
10% Contingency	\$189,218
Engineering	\$378,437
Legal/Publishing/Easement	\$5,000
Easements	\$35,490
Administration	\$37,844
Cost of Issuance	\$75,687
Arts and Culture	\$28,383
<b>Total Project Cost</b>	<b>\$2,642,244</b>

In accordance with the City Special Assessment Policy, this project will be financed as follows:

**Proposed Financing**

(1) Assessments	\$585,298
GRPU – Sanitary	\$0
GRPU – Water	\$0
LRIP Grant	\$1,250,000
MSA Construction	\$716,695
IRRRB Regional Trails	\$139,500
G.O. Bonding	\$0
<b>Total</b>	<b>\$2,642,244</b>

(1) \$2,395.32 of the assessments are levied against City properties and are not included in this amount. Initially, assessments will be funded with CARES funds until payment is made.

This project is feasible. With the extension of 21<sup>st</sup> Street SW, there will be an increase in availability for development along 21<sup>st</sup> Street SW as well as access to city trails and roads. The extension will provide congestion relief to CSAH 23 (Golf Course Rd) as well as provided a benefit to the medical, retail, and education communities. This project has

the opportunity to add sanitary sewer as well as water main to create developable properties within the City.

Regards,

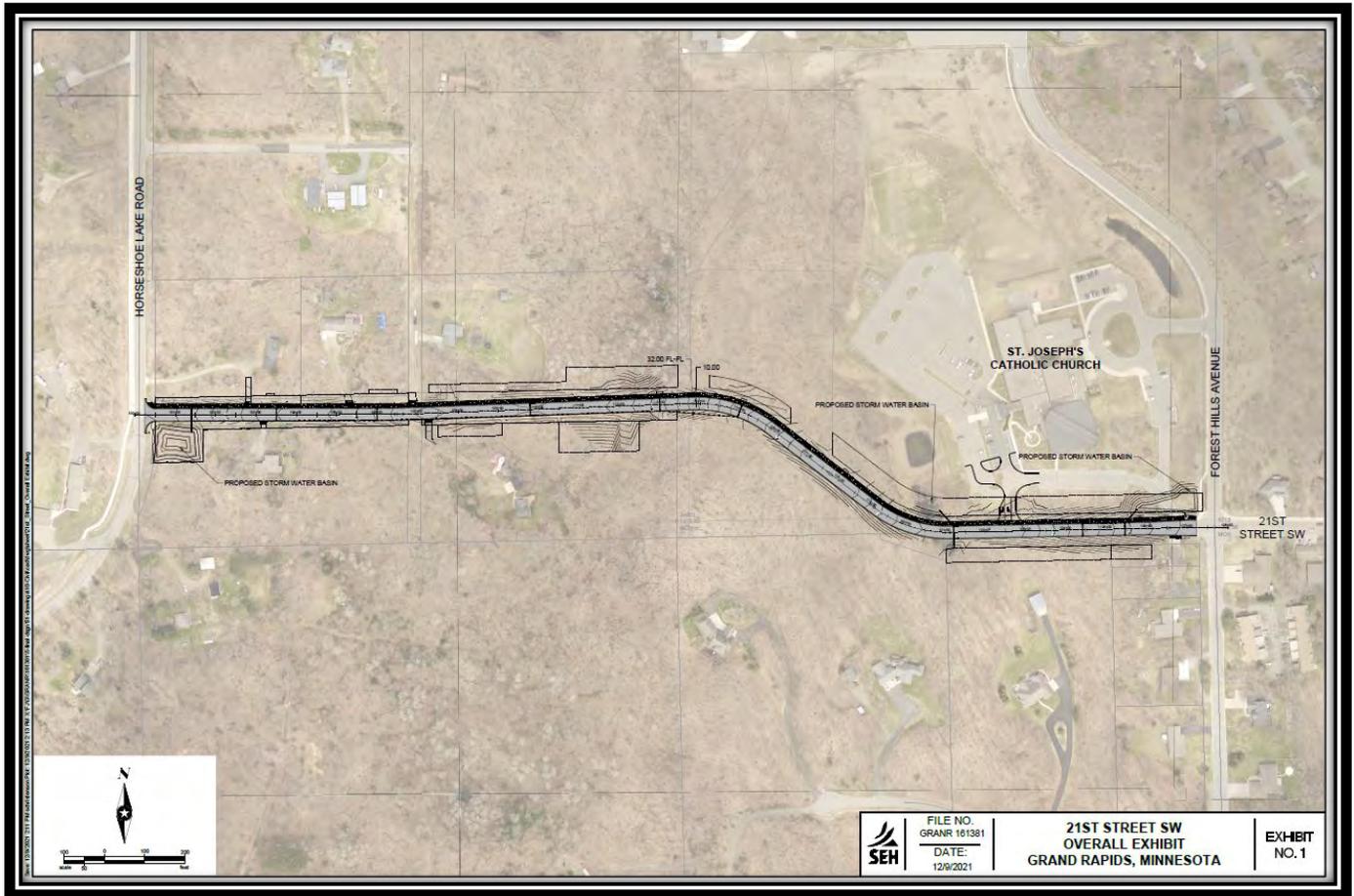


Matt Wegwerth, PE  
Public Works Director / City Engineer

Cc: Tom Pagel, City Administrator  
Barb Baird, Finance Director  
Julie Kennedy, GRPU General Manager  
Steve Mattson, Water and Sewer Department Manager

### PROJECT BACKGROUND AND SCOPE

The extension of infrastructure related to this project will generally occur from the intersection of Forest Hills Avenue and 21<sup>st</sup> Street SW expanding west to Horseshoe Lake Road. The project will include the improvements of roadway, multi-use trail, storm sewer, sanitary sewer, water main, street lights, sidewalks, and associated appurtenances. See figure below for general location and extent of work.



## PROJECT DESCRIPTION

### ROADWAY

**21<sup>st</sup> Street SW**, currently begins at the intersection of TH 169 and ends at the intersection of Forest Hills Ave. The construction of 21<sup>st</sup> Street SW will be extended west to Horseshoe Lake Road. The new roadway will be a width of 32ft flowline to flowline. The following picture displays the location of the existing roadway.



Due to the growing population of Grand Rapids, there has been increase of the number of cars on roads. The extension of 21<sup>st</sup> Street SW will provide congestion relief to CSAH 23 (Golf Course Road) as well as provide a benefit to the medical, retail, and education communities.

**STORM SEWER**

**21<sup>st</sup> Street SW**, there are various storm sewer crossings, mains, and basins along the extended 21<sup>st</sup> Street SW which will be constructed. Storm sewer construction will include the addition of mains, leads, catch basins and storm water basins. In some locations on the property of St. Joseph’s Church, storm water basins already exist. These will be extended in order to help improve drainage. One of the current storm water basins is shown below.



## WATER MAIN AND SANITARY SEWER

### **Option 1 – 21<sup>st</sup> St SW**

Option 1 would not include the installation of water and sewer along the new roadway. This option would construct only the roadway, multi-use trail, storm sewer, street lights, sidewalks, and associated appurtenances from Forest Hills Avenue to Horseshoe Lake Road. There are advantages and disadvantages with this option. It is very cost effective. The City would not have extra expenses to finance water main and sanitary sewer and property owners would not be assessed. Development in the future could be more difficult without these utilities. This option is feasible especially in cost but not feasible in future development.

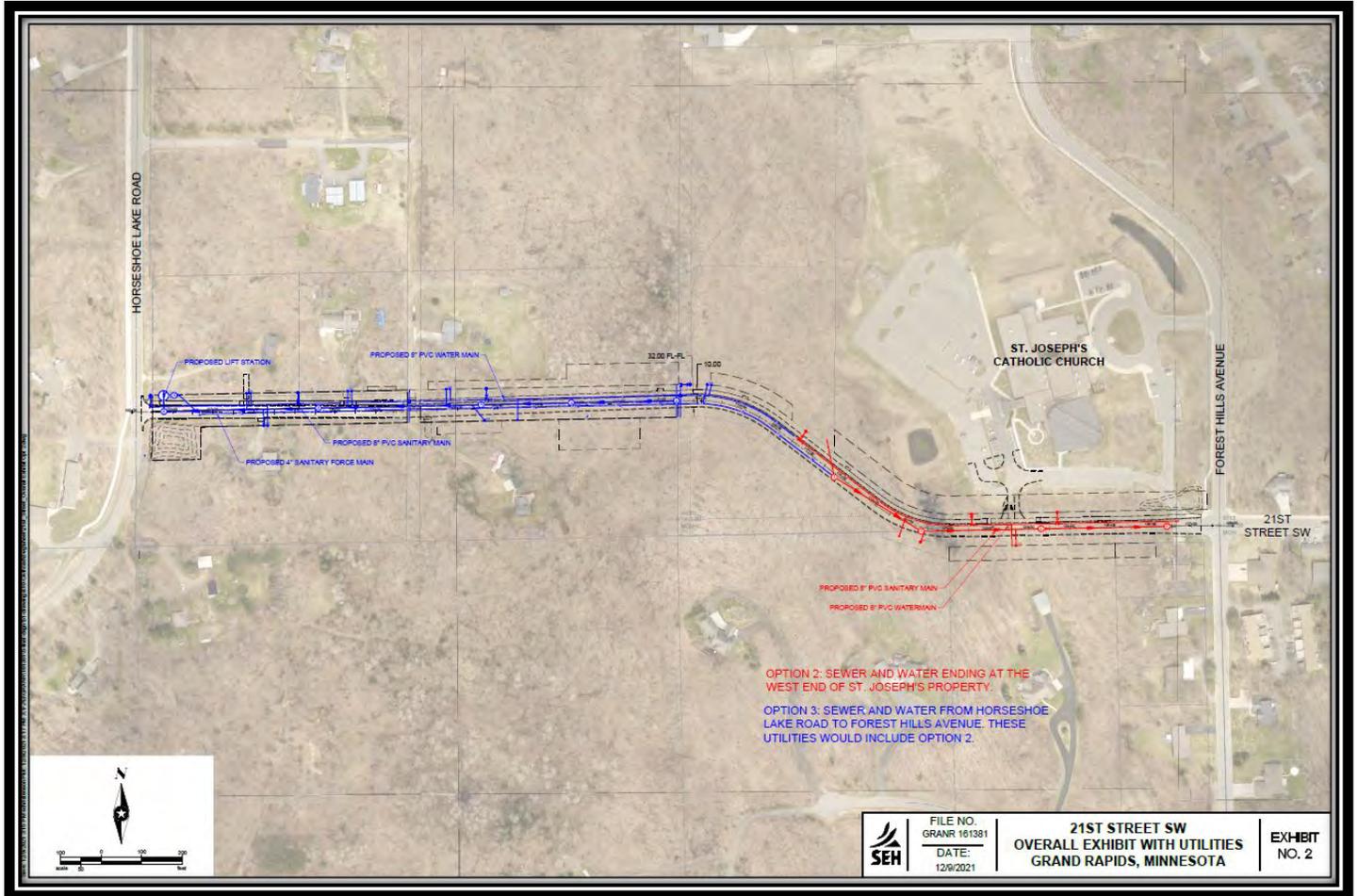
### **Option 2 – 21<sup>st</sup> St SW**

Option 2 would include the extension of water and sewer for only a portion of the new roadway. Utilities would be extended from Forest Hills Avenue but ending near the West property lines of St. Joseph's Catholic Church. The roadway, multi-use trail, storm sewer, street lights, sidewalks, and associated appurtenances would be extended from Forest Hills Avenue to Horseshoe Lake Road. This option is cost effective as far as what the City can afford and will provide a gateway to future development. Currently, St. Joseph's Catholic Church is in the process of developing a housing plan for the property to the west of the existing church. With this option, the new development funded by the church will be provided with water and sewer. Extending the water and sewer to these properties will also make it easier for development to the west in the future. This option will keep the assessment rates low due to only providing services to St. Joseph's Catholic Church. This option is feasible due to the affordable cost and the ability to develop now and in the future.

### **Option 3- 21<sup>st</sup> St SW**

Option 3 would install utilities the entire length of the project. Water main and sanitary sewer would be extended from Forest Hills Avenue to Horseshoe Lake Road. The extension of the water main and sanitary sewer would be the same as the roadway, multi-use trail, storm sewer, street lights, sidewalks, and associated appurtenances. There are advantages and disadvantages with this option. It is not the most cost efficient for the residents nor the City. Due to the rural residential zoning and the lots being so large, the number of property owners who would be assessed for the improvements is few therefore the cost is high. This option provides easy access to water and sewer for all adjacent properties, which may make the land more valuable to current/future owners. This option is feasible in regards to the ability to easily develop now and in the future but is not feasible in regards to the cost of the improvements.

The exhibit below shows 21<sup>st</sup> Street SW with Sewer and Water options. Option 2 (red) is shown with Sewer and Water extending near the west property line of St. Joseph’s Church. Option 3 (blue) is shown with Sewer and Water extending all the way to Horseshoe Lake Rd.



The estimated cost for each of the three options is shown below:

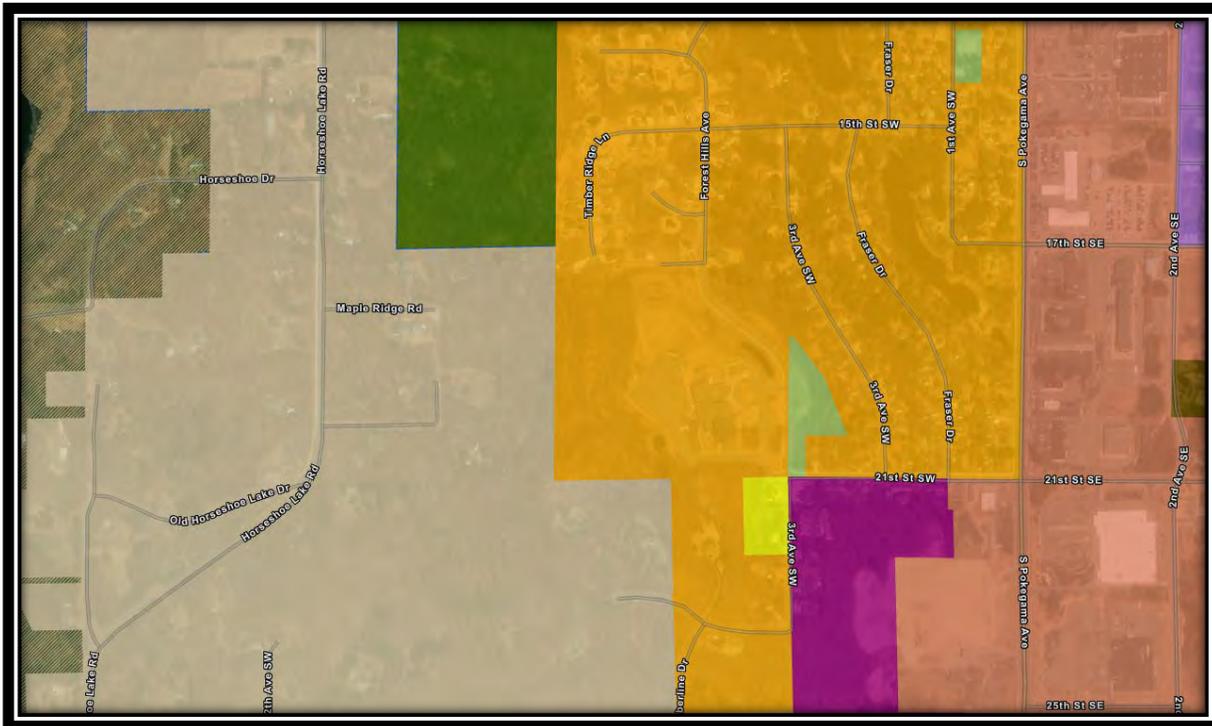
**Cost Estimates – Utility Costs**

Option 1	\$0.00
Option 2	\$443,202.50
Option 3	\$1,262,953.90

It is the recommendation that Option 2 be selected for utility installation.

## ZONING

The zoning within the project area is a mix of One-Family Residence, Multi-Family Residence of high and medium density, One and Two-Family Residence, Rural Residential Area, Shoreland Residential, Urban Overlay, Conservancy, Public Use, Limited Business and General Business. See zoning maps below.



- |   |   |
|---|---|
|  Multi-Family Residence (High Density)   |  General Business     |
|  Multi-Family Residence (Medium Density) |  Public Use           |
|  One and Two-Family Residence            |  One-Family Residence |
|  Rural Residential                       |  Limited Business     |
|  Shoreland Rural Residential             |  Urban Overlay        |
|  Conservancy                             |   |

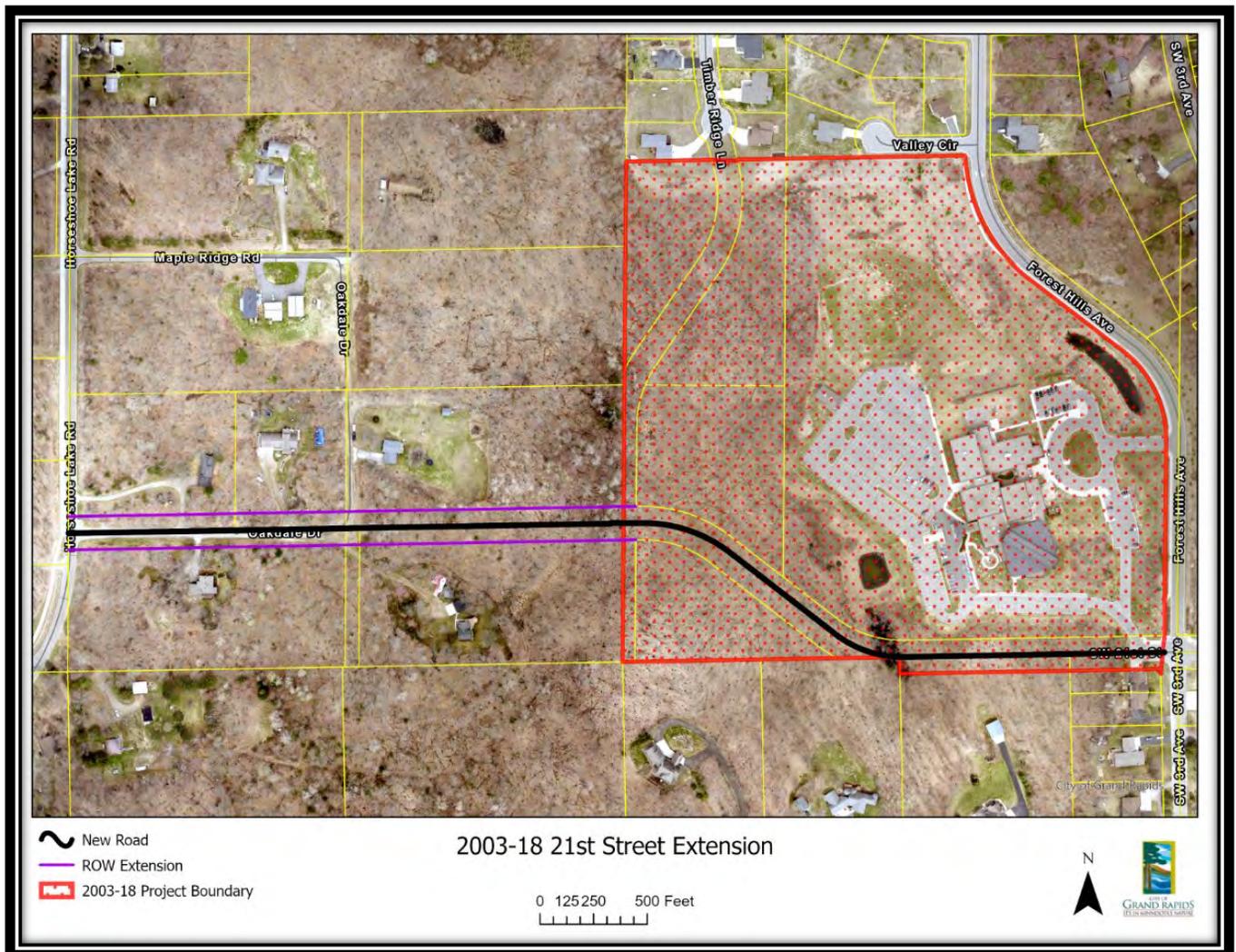
## PROJECT INITIATION

On June 28, 2021, the City Council passed a resolution ordering the preparation of this feasibility report. This project must be considered as a City initiated project and would, therefore, require a favorable 4/5<sup>th</sup> vote of the City Council to advance.

## BENEFIT AREA

The benefit area for this project is identified below. The area is consistent with the Special Assessment Policy adopted on November 8, 1993, and most recently amended on December 6, 2021. (For detailed assessment calculations see Appendix B).

### Benefit Boundary



### Assessment Lengths



**PUBLIC MEETINGS**

A neighborhood meeting was not held for this project, instead City staff met with all adjacent property owners individually. The purpose of these meetings was to discuss the proposed improvements and gain input on utilities and future development. All residents supported the project.

**PROJECT SCHEDULE**

The project is tentatively scheduled to advance as follows:

Feasibility Report to council	December 20, 2021
Public Hearing	January 24, 2022
Order Plans & Specifications	January 24, 2022
Approve Plans and Advertise for Bids	February 28, 2022
Open Bids	March 29, 2022
Award Contract	April 11, 2022
Construction Begins	May, 2022
Substantial Completion	August, 2022

**PROJECT COST AND FINANCING**

The City of Grand Rapids has been awarded two grants for this project. \$1.250,000 was granted from the Local Road Improvement Program (LRIP) as well as \$139,500 from IRRRB Regional Trails program. Assessments will be levied against benefiting properties as appropriate, and the remainder of the project will be funded with Municipal State Aid Construction monies.

The Engineering Departments opinion of cost for City Project 2003-18 follows:

**Opinion of Cost**

Construction Cost	\$1,892,185
10% Contingency	\$189,218
Engineering	\$378,437
Legal/Publishing/Easement	\$5,000
Easements	\$35,490
Administration	\$37,844
Cost of Issuance	\$75,687
Arts and Culture	\$28,383
<b>Total Project Cost</b>	<b>\$2,642,244</b>

In accordance with the City Special Assessment Policy, this project will be financed as follows:

**Proposed Assessments**

New Roadway Construction – Urban	\$111,691
New Utility Construction	\$476,067
<b>Total</b>	<b>\$587,758</b>

**Proposed Financing**

(1) Assessments	\$585,298
GRPU – Sanitary	\$0
GRPU – Water	\$0
LRIP Grant	\$1,250,000
MSA Construction	\$716,695
IRRRB Regional Trails	\$139,500
G.O. Bonding	\$0
<b>Total</b>	<b>\$2,642,244</b>

(1) \$2,395.32 of the assessments are levied against City properties and are not included in this amount. Initially, assessments will be funded with CARES funds until payment is made.

**PROJECT NEED**

The extension of 21<sup>st</sup> St SW will provide congestion relief to CSAH 23 (Golf Course Road) as well as provide a benefit to the medical, retail, and education communities. In the future, development will be accessible and easier with the extension of this roadway, multi-use trail storm sewer, sanitary sewer, water main, street lights, sidewalks, and associated appurtenances. The finances from the Minnesota State Aid Grant will help fund the project and therefore make this project on the priority list.

The Engineering Department supports the improvements as described in this report.

**COST EFFECTIVENESS**

The materials and methods that will be employed to construct these improvements have been proven to be a cost effective means by which to provide adequate pavements and utility mains.

## APPENDIX A -Detailed Project Costs

<b>Project Cost</b>			
<b>CONSTRUCTION COST</b>	<b>\$1,892,185</b>	<b>Street Lighting</b>	
<b>10% CONTINGENCY</b>	<b>\$189,218</b>	<b>Construction Cost</b>	<b>\$50,472</b>
<b>ENGINEERING</b>	<b>\$378,437</b>	<b>Non- Construction</b>	<b>\$20,007</b>
<b>LEGAL/PUBLISHING/EASE</b>	<b>\$5,000</b>	<b>Total Storm Sewer</b>	<b>\$70,479</b>
<b>EASEMENTS</b>	<b>\$35,490</b>		
<b>ADMINISTRATION</b>	<b>\$37,844</b>	<b>Sanitary Sewer Main</b>	
<b>COST OF ISSUANCE</b>	<b>\$75,687</b>	<b>Construction Cost</b>	<b>\$124,720</b>
<b>ARTS AND CULTURE</b>	<b>\$28,383</b>	<b>Non- Construction</b>	<b>\$49,439</b>
<b>Total Project Cost</b>	<b>\$2,642,244</b>	<b>Total Sanitary - GRPU</b>	<b>\$174,159</b>
<b>% Non-Construction</b>	<b>39.64%</b>		
		<b>Sanitary Sewer Service</b>	
		<b>Construction Cost</b>	<b>\$15,760</b>
		<b>Non- Construction</b>	<b>\$6,247</b>
<b>Streets</b>		<b>Total Sanitary Services</b>	<b>\$22,007</b>
<b>Construction Cost</b>	<b>\$1,189,807.50</b>		
<b>Non- Construction</b>	<b>\$471,638</b>	<b>Water Main</b>	
<b>Total Streets</b>	<b>\$1,661,445</b>	<b>Construction Cost</b>	<b>\$182,185</b>
		<b>Non- Construction</b>	<b>\$72,218</b>
<b>Storm Sewer</b>		<b>Total Water Main</b>	<b>\$254,403</b>
<b>Construction Cost</b>	<b>\$310,980</b>		
<b>Non- Construction</b>	<b>\$123,272</b>	<b>Water Services</b>	
<b>Total Storm Sewer</b>	<b>\$434,252</b>	<b>Construction Cost</b>	<b>\$18,260</b>
		<b>Non- Construction</b>	<b>\$7,238</b>
		<b>Total Water Services</b>	<b>\$25,498</b>

Note: Utility costs shown are for Option 2

**APPENDIX B - Preliminary Assessment Calculations**

<b>Residential Street TCI Assessment Calculation</b>					
Total Length of Project in feet	1400.00				
Standard 32' Wide Street					
Description	Unit	Quantity Per LF	Total Quantity	Opinion of Cost Unit Price	Total Opinion of Cost
Remove Curb & Gutter	LF	0.00	0.00	\$5.00	\$0
Remove Bituminous Pavement	SY	0.00	0.00	\$3.50	\$0
Sawcut Bituminous	LF/LF	0.21	298.20	\$3.00	\$895
Common Excavation	CY/LF	0.65	907.20	\$4.00	\$3,629
Aggregate Base Class 5 (road)	CY/LF	0.65	907.20	\$32.00	\$29,030
B618 Concrete Curb & Gutter	LF/LF	2.00	2800.00	\$20.00	\$56,000
Type 61 Bituminous Wear (1")	TON/LF	0.19	259.00	\$90.00	\$23,310
Type 31 Bituminous Base (3")	TON/LF	0.53	744.80	\$90.00	\$67,032
4" Concrete Sidewalk w/4" agg base	SF/LF	0.56	778.40	\$4.50	\$3,503
Sod, Type Lawn (includes 3" topsoil)	SY/LF	1.33	1866.20	\$4.00	\$7,465
Mobilization	LS	0.00	1.00	\$14,400.00	\$14,400
Contractor Staking	LS	0.00	1.00	\$2,400.00	\$2,400
Traffic Control	LS	0.00	1.00	\$600.00	\$600
				Residential TCI Cost	\$208,263
				Non Construction Cost	\$61,729
				Total Project TCI Cost	\$269,992
				100% Assessed	\$269,992
				Total Assessable Footage	4390.00
				<b>Assessment Rate per Foot</b>	<b>\$61.5017</b>
				<b>Total Reconstruction Assessable Footage</b>	<b>1,776</b>
				<b>Total Assessment Rural Reconstruct</b>	<b>109,231</b>

**Note: Assessment total does not include amounts levied against City properties**

Parcel_Number	NewStr_X	Assessment Type	Assess Length	Assess Rate	Proposed Street Assessment
91-686-2000	1	Urban Residential	192.25	61.50	\$ 11,823.85
91-686-3000	1	Urban Residential	157.31	61.50	\$ 9,674.96
91-686-0110	1	Urban Residential	888.10	61.50	\$ 54,619.61
91-686-4000	1	Urban Residential	334.62	61.50	\$ 20,579.92
91-686-5000	1	Urban Residential	203.78	61.50	\$ 12,532.90
91-032-1167	1	Urban Residential	40.00	61.50	\$ 2,460.05

APPENDIX C - Assessment Legal Opinion

2009-4

Item 4.

**DIMICH & STERLE**

*Attorneys at Law*

JOHN P. DIMICH

**102 Northeast Third Street, Suite 120**

CHAD B. STERLE

**Grand Rapids, MN 55744**

Telephone: 218/326/9646

Facsimile: 218/326/9647

E-mail: csterle@grandrapidsmn.com

October 7, 2008

Mr. Tom Pagel  
City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744

OCT 10 2008

Re: Timberline Drive Deed Restrictions

Dear Mr. Pagel:

I am in receipt of your October 2 request for me to review a "Declaration of Covenants and Restrictions" relative to property located on Timberline Drive in the City of Grand Rapids.

It has come to my attention that at some time in the future you intend to construct 21<sup>st</sup> Street through property adjacent to Timberline Drive, thereby needing clarification as to how our special assessment policy will apply to these properties. As we both know, these are large tracts of land which would typically lead to higher assessments due to the fact that these properties could be subdivided and sold at a later date for increased value in relation to the infrastructure extended by the City of Grand Rapids. Our special assessment policy allows for a higher assessment upon properties which can be subdivided and later sold. However, in reviewing document no. 500640 entitled "Declaration of Covenants and Restrictions" attached to this letter, I have analyzed this document and make the following conclusions.

As you can see from paragraphs 9 and 10 on the attached document, the lots on Timberline Drive are not allowed to be subdivided. The only exception is that a variance could be granted allowing subdivision if the owners of this common development would agree to allow subdivision by a two-thirds vote. It seems reasonable to assume that such subdivision and deed restriction would not be allowed by the property owners. Therefore, if we specially assess these properties at a higher rate, claiming that they could be subdivided, we could run into issues under Minnesota Statute 469 in showing to a court of law that the special assessments benefited the property in an amount set by the city while considering subdivision as a possibility. Therefore I believe it would be proper not to specially assess these properties with the theory in mind that they would be allowed to subdivide, as I do not believe that would be justifiable in court.

Mr. Tom Pagel  
10/7/08  
Page 2 of 2

Item 4.

However, if we were to encounter a piece of property which was large in nature, owned by one individual, and that individual were to place a similar deed restriction upon their own property and claim that we could not specially assess based upon subdivision because of said covenant, in my estimation that would not be legal nor reasonable, as that individual property owner could remove that deed restriction at any time, thereby receiving a benefit conferred by the citizens of Grand Rapids and avoid being specially assessed an appropriate amount.

Please take an opportunity to read this letter as well as the Declaration of Covenants and Restrictions attached and contact me with any questions that you may have.

Sincerely,

Chad B. Sterle  
Attorney at Law

CBS/bkm  
Enc.

57.

- continued -

2. Lot owners may provide for the construction of residential structures which shall have a main living area of not less than 1,000 square feet, and the minimum living area shall be exclusive of any garage, porch, patio or similar appurtenance. Each dwelling shall have a garage which must be able to contain at least two automobiles.
3. No house trailers, mobile homes, prefabricated homes, tent trailers, tents or other mobile or temporary structures shall be kept or maintained on any building lot for the purpose of habitation. This provision shall not be construed to prohibit occasional tenting or storage by owners of said lots but such activity shall not exceed 30 successive days.
4. One outbuilding per lot shall be permitted upon each building site. This shall be of a permanent nature and constructed on a concrete slab and/or concrete or wood foundation of not more than 1250 square feet and must comply with setback requirements of the Itasca County Zoning Ordinances. No metal buildings allowed, must be stick built to match house with a 100 foot setback from road and must be masked from road.
5. No man-made objects other than approved structures, operable land, air and water vehicles and accessories, boats and boat trailers, and usable furniture, fixtures and equipment incidental to a residence, shall be kept on the premises except inside an approved structure or otherwise screened from view from neighboring properties and public streets.
6. Garbage, trash, solid waste and junk shall be removed at reasonable intervals.
7. No animals or livestock shall be kept on the premises except domesticated household pets. No noxious, dangerous, offensive or unduly noisy activity of any nature shall be permitted on the premises. Each building lot and structures thereon shall be kept and maintained in a clean, safe and attractive condition. The storage of any building materials, grass, compost, refuse, garbage, trash, or trailers shall be effectively screened from view.
8. Each building lot owner on the above described premises shall have the right to proceed against any person violating or attempting to violate any provision contained herein, to prevent and abate such violation and to compel compliance with the terms of this instrument.
9. That no lot owner shall be allowed to subdivide any of the above described lots.
10. Variance from the provisions hereof may be granted by a vote of the owners of two-thirds of said lots (each lot being entitled to one vote). A statement of said variance shall be duly acknowledged and filed in the office of the County Recorder for Itasca County, Minnesota, and shall be conclusive and binding upon all owners that the variance is in compliance with the provisions hereof and the deviation shall be waived to the extent thereof.
11. The grantees of deeds conveying land in the above described premises, by the acceptance of such deeds, bind themselves, their respective heirs, devisees, executors, administrators and assigns, that the land and buildings thereon, or to be erected, shall be used and occupied in compliance with the provisions of this instrument.
12. Enforcement of these provisions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants or restrictions either to restrain violation or to recover damages. The invalidation of any one or more of the covenants, restrictions, conditions or provisions herein contained, or any part or parts thereof, shall in no way affect any of the other provisions hereof and they shall remain in full force and effect.
13. These restrictions shall be in addition to those imposed by the Itasca County Zoning Ordinances.

57.

Steven A. Gilbertson and  
Cynthia Gilbertson, husband  
and wife; David M. Hromyak  
and Juli A. Hromyak, husband  
and wife; Fred S. Meyer and  
Lois J. Meyer, husband and  
wife; Timothy Felosi and  
Jolynn Felosi, husband and  
wife; James R. Lewis and  
Sharron Lewis, husband and  
wife; Gary D. Lemke and  
JoAnn Lemke, husband and wife;  
and Timothy P. Larson and  
Diane R. Larson, husband and  
wife; Declarants

to

The Public

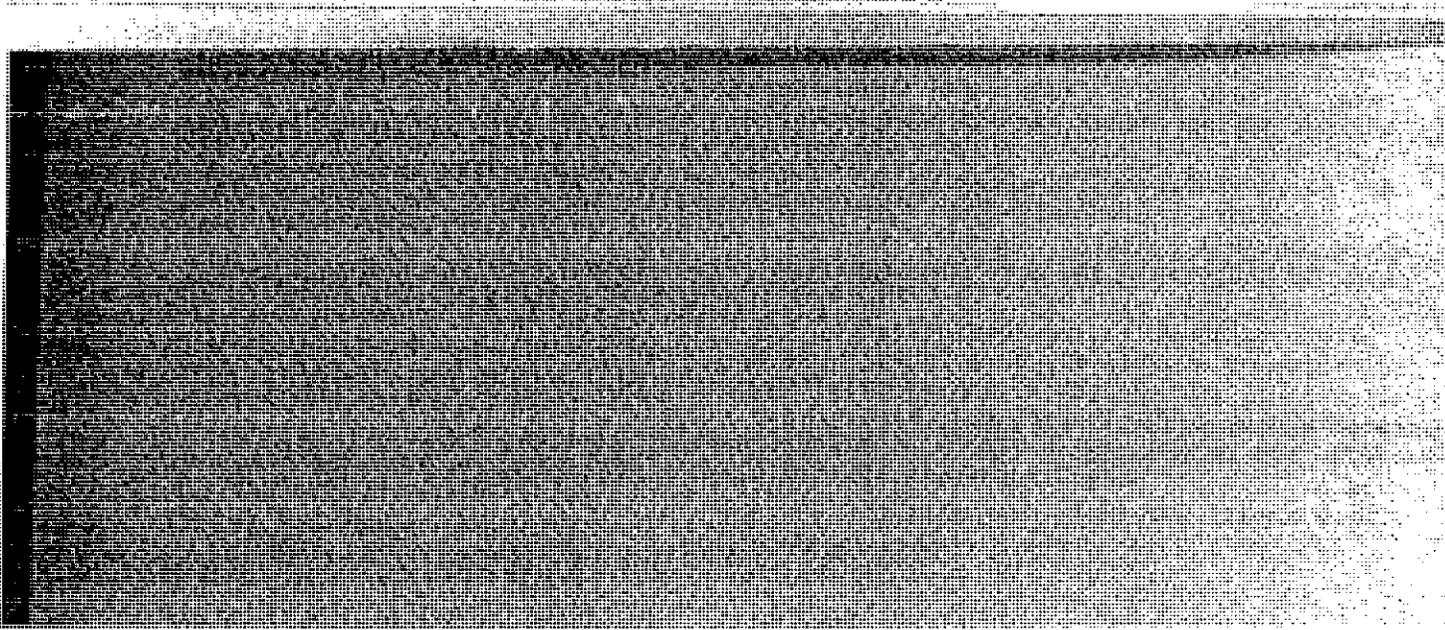
Declaration of Covenants and Restrictions  
Document No. 500640  
Dated October 20, 1998  
Ackn. October 20 and 23, November 2 and 17  
December 4, 1998 and January 19, 1999  
Filed January 25, 1999

Declarants are the fee owners of certain  
property in Itasca County, Minnesota, more  
particularly described as follows:  
Tract K (David M. Hromyak & Juli A. Hromya  
The E½ of the NW¼ of the NE¼ NE¼, Section  
32-55-25, Itasca County, Minnesota.  
(Document also describes other Tracts of  
land NOT abstracted herein.)

Declarants hereby declare that all of the  
properties described above shall be held,  
sold and conveyed subject to the following  
easements, restrictions, covenants, and  
conditions, which are for the purpose of  
protecting the value and desirability of,  
and which shall run with, the real property  
and be binding on all parties having any

right, title or interest in the described properties or any part thereof, their  
heirs, successors and assigns, and shall inure to the benefit of each owner thereo  
1. The land shall be used for private residential purposes only. No group homes,  
daycare centers or business or commercial activity shall be permitted within the  
area of the land described above except home occupations that do not require signs  
or significant customer traffic.

- continued -



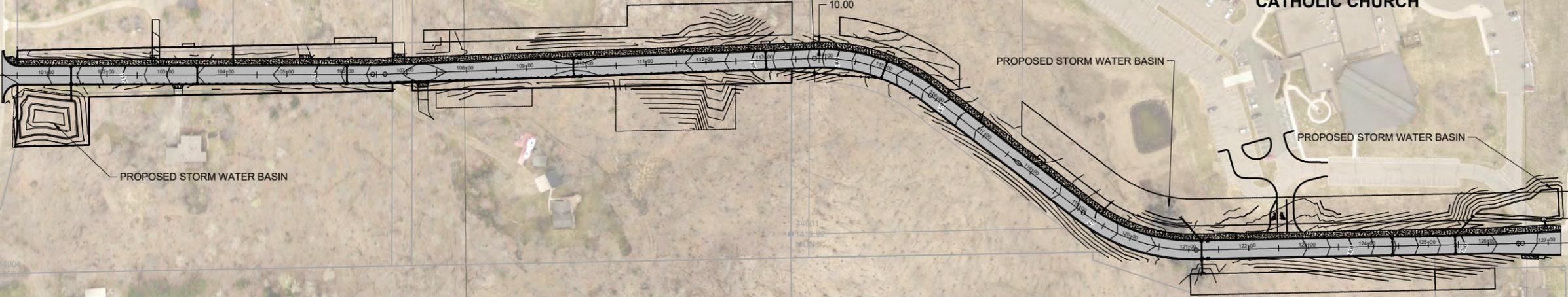
**APPENDIX D- Preliminary Plans**

HORSESHOE LAKE ROAD

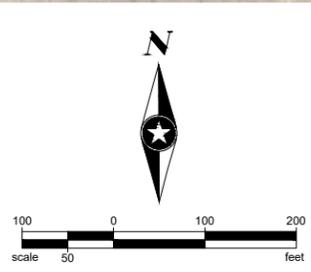
FOREST HILLS AVENUE

ST. JOSEPH'S CATHOLIC CHURCH

21ST STREET SW



Save: 12/9/2021 2:11 PM schristenson Plot: 12/9/2021 2:13 PM X:\F:\J\GRANR\161381\5-final\dsn\51-drawings\10-Civil\cad\dwg\sheet\21st\_Street\_Overall\_Exhibit.dwg



**SEH**  
 FILE NO.  
 GRANR 161381  
 DATE:  
 12/9/2021

**21ST STREET SW  
 OVERALL EXHIBIT  
 GRAND RAPIDS, MINNESOTA**

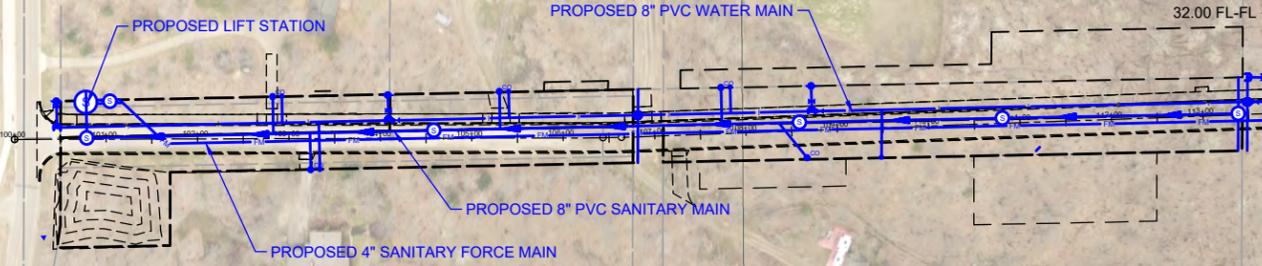
**EXHIBIT  
 NO. 40**

HORSESHOE LAKE ROAD

FOREST HILLS AVENUE

ST. JOSEPH'S CATHOLIC CHURCH

21ST STREET SW



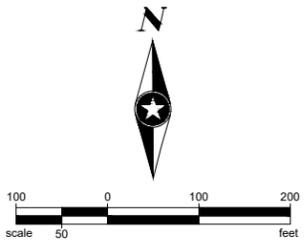
OPTION 2: SEWER AND WATER ENDING AT THE WEST END OF ST. JOSEPH'S PROPERTY.

OPTION 3: SEWER AND WATER FROM HORSESHOE LAKE ROAD TO FOREST HILLS AVENUE. THESE UTILITIES WOULD INCLUDE OPTION 2.

PROPOSED 8" PVC SANITARY MAIN

PROPOSED 8" PVC WATERMAIN

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**SEH**

FILE NO.  
GRANR 161381

DATE:  
12/9/2021

**21ST STREET SW**  
**OVERALL EXHIBIT WITH UTILITIES**  
**GRAND RAPIDS, MINNESOTA**

EXHIBIT NO. 41

# Change Order

**PROJECT:** Grand Rapids/Cohasset Industrial Redevelopment  
Sanitary Sewer and Water Extension Project

**ORIGINAL CONTRACT DATE:** 09.13.2021

**CONTRACT FOR:** Task 1: Phase 3- Design/Bidding

**CONSULTANT/CONTRACTOR:** Short Elliott Hendrickson Inc.     **DATE:** 12.20.2021

**Not valid until signed by all parties designated below.**

**Change in Services:**

See attached Braun Intertec Corporation Proposal QTB121891.

Dated June 9, 2020 (Previous Service)

Dated November 11, 2021 (Proposed Service).

\*Except as specifically set forth herein, the terms and services provided in the Original Contract shall remain as provided therein.

**Completion Time of Services:**

The Completion Time will be:

- Increased by: \_\_\_\_\_ days
- Decreased by: \_\_\_\_\_ days
- Unchanged

The New Completion Time including this Change Order is:     0 days

**Fees:**

The Original Contract Sum was:     \$242,500 (task 1)

Net Change by Previously Authorized Change Orders:     \$0

The Contract Sum Prior to this Change Order was:     \$ 242,500 (task 1)

The Contract Sum will be

- Increased in the amount of:     \$ 14,985
- Decreased in the amount of:     \$ \_\_\_\_\_
- Unchanged

The new Contract Sum including this Change Order is:     \$ 257,485 (task 1)

Short Elliott Hendrickson Inc.

The City of Grand Rapids



By: Sara Christenson, PE (Lic. MN)

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

Its: Client Service Manager

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

12.20.2021

\_\_\_\_\_

Date

Date

June 9, 2020

Proposal QTB121891

Sara Christenson, PE, Civil Professional Engineer  
Short Elliott Hendrickson, Inc.  
21 Northeast Fifth Street, Suite 200  
Grand Rapids, MN 55744

Re: Proposal for a Geotechnical Evaluation  
Proposed Sanitary Sewer and Water Infrastructure Extension Project  
Grand Rapids/Cohasset Industrial Redevelopment-Former Ainsworth Site  
Grand Rapids and Cohasset, Minnesota

Dear Sara:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the proposed sanitary sewer and water infrastructure extension project at the referenced site.

## **Our Understanding of Project**

Per the Request for Proposal for Engineering Services (RFP) included with your email of June 8, 2020, the City of Grand Rapids is issuing a RFP for engineering services related to the extension of sanitary sewer and water infrastructure to serve a 216-acre vacant manufacturing site that straddles the adjacent cities of Grand Rapids and Cohasset.

The City of Grand Rapids, MN is applying for a grant from the United States Department of Commerce's Economic Development Administration (EDA) Public Works Projects to help fund the \$3.1 million sanitary sewer and watermain extension project. The proposed infrastructure will primarily serve a 216-acre vacant industrial site that operated as an oriented strand board manufacturing plant until 2006. Approximately 60 acres of the site extends into the adjacent City of Cohasset, with the former plant and the remaining site acreage located in the City of Grand Rapids. The project will also provide sanitary sewer and water service to existing Grand Rapids commercial properties located along County Road 63. This Project involves the construction/extension of approximately: 7,400 In. ft. of sanitary sewer main, 2 sanitary sewer lift stations, 12,500 In. ft. of watermain and 1,000 tons of asphalt pavement. The sewer and water infrastructure would connect to existing infrastructure owned and operated by the City of Grand Rapids, with metered service to the City of Cohasset provided through a cooperative agreement.

The planned redevelopment of the site involves a proposed 6-lot industrial park planned for the 60-acres located in Cohasset, which is owned by Itasca Economic Development Corporation (IEDC). The planned redevelopment will also accommodate a single owner of the large lot and vacant plant in the City of Grand Rapids. This 131-acre portion of the site, currently owned by JM Longyear, will most likely attract a forest product industry. It is anticipated that portions of the vacant plant will be rehabilitated and reused and that additional stand-alone manufacturing facilities will be constructed in this area, as well.

The proposed project involves the extension of sanitary sewer to a 216-acre site of an OSB manufacturing plant that operated under three ownerships between 1972 and 2006, when Ainsworth Lumber Co. closed the facility. To position the entire 191-acres for redevelopment, the proposed infrastructure project would extend sanitary sewer and water infrastructure from its nearest available source at the intersection of US Highway 2/County Road 63. The utility extensions will cross the Mississippi River as they extend west along County Road 63, requiring the construction of a sanitary sewer lift station. The utilities would then turn south and parallel the existing private entrance road to the site. The sanitary sewer and water would then extend west under the rail spur, in the vicinity of the former Ainsworth plant, where both utilities would extend north and south laterally to provide service to all six lots within the proposed IEDC industrial park. The City of Grand Rapids water utilities would continue south and east to a connection with existing water infrastructure along County Road 76, providing a looped system that can feed the industrial park areas from two directions.

The intent of the project is to directionally drill the majority of the sanitary sewer and water infrastructure at a 8- to 12-foot bury depth.

## **Purpose**

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of the proposed infrastructure.

## **Scope of Services**

The following tasks are proposed to help achieve the stated purpose. If unfavorable or unforeseen conditions are encountered at any point during the completion of the tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming work.

### **Site Access**

Based on our familiarity with the project site, it appears that the proposed subsurface locations will mostly be located along existing road alignments and within previously developed and/or open areas, and accessible to a flotation tire-mounted drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

### **Staking**

We understand Short Elliott Hendrickson, Inc. (SEH) will stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or give us contact information for the consultant that might have such information.

### **Utility Clearance**

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification to the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

### **Penetration Test Borings**

We propose to drill 12 standard penetration test borings along the proposed infrastructure alignments, at about 1,000-foot intervals, extending them to nominal depths of 12- to 20-feet, or refusal. We will drill 2 additional borings for the proposed lift stations, extending them to a nominal depth of 24.5 feet. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 15 feet, and at 5-foot intervals at greater depths.

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

If existing fill, organic materials or other structurally unfavorable soils are not penetrated above the intended boring termination depths, we will extend the borings to obtain at least 5 feet of penetration into more competent materials at greater depths. The additional information will help evaluate such

issues as excavation depth, among others. If deeper borings (or additional borings) are needed, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

### **MDH Sealing Record**

We are planning the deepest borings to be at least 15 feet and less than 25 feet. Therefore, the Minnesota Department of Health (MDH) requires us to complete a Sealing Record after our completion of the borings. The fees for the MDH Sealing Record are included in our cost.

In the event we extend our borings to a depth of 25 feet or greater, the MDH requires us to complete and submit a Sealing Notification Form for the project prior to mobilization. The submission of the Sealing Notification Form will require a signature from the property owner (or agent). If we extend our borings to a depth of 25 feet or greater, we will forward on to you a copy of the form for signature and increase our total cost by \$100.

### **Borehole/Core/Sounding Abandonment**

We will backfill boreholes immediately after completing the drilling at each location. Minnesota Well Code requires sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we will seal 169 linear feet of borehole with grout and prepare associated sealing records for submittal to the MDH.

Our lump sum fee includes those fees associated with the sealing.

Upon backfilling or sealing boreholes, we will fill any holes in slabs or pavements with a temporary patch.

Sealing with grout as directed by the MDH will prevent us from disposing of auger boring cuttings in the completed boreholes. Unless you direct us otherwise, we intend to thin-spread the cuttings around the boreholes. If we cannot thin-spread cuttings, we will put them in a container left on site. We can provide off-site disposal of the cuttings for an additional fee.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-leveling or re-patching subsequent to initial backfilling and patching long term.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

### **Sample Review and Laboratory Testing**

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate their engineering properties, we anticipate performing 12 moisture content tests, and 6 mechanical analyses (through a #200 sieve only). We will adjust the actual number and type of tests based on the results of our borings.

### **Engineering Analyses**

We will use data obtained from the borings and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to infrastructure design and performance.

### **Report**

We will prepare a report including:

- A CAD sketch showing the exploration locations.
- Logs of the Borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing infrastructure subgrades, and the selection, placement and compaction of fill.
- Recommendations for the design of sanitary sewer and water infrastructure, and lift stations.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

## Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 3 to 4 weeks following receipt of written authorization
- Field exploration – 2 days on site to complete the work
- Classification and laboratory testing – within 1 week after completion of field exploration
- Preliminary results – within 3 days after completion of field exploration
- Report submittal – within about 2 weeks of completion of field exploration

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

## Fees

We will furnish the services described in this proposal for a lump sum fee of \$10,500.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

## Additional Services

Our fees do not include potential costs due to the need for snow plowing, towing, stand-by time or work that is not included in the above Scope of Services. We will charge costs for snow plowing or towing (if necessary) at a rate of 1.15 times the actual cost. For stand-by time (defined as time spent by our field crew due to circumstances that are beyond the control of our field crew or its equipment, or beyond the scope of services indicated above), we will charge a rate of \$300 per hour.

## General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We propose to provide these services in general accordance with the Basic Services Agreement between Short Elliott Hendrickson, Inc. and Braun Intertec Corporation dated July 2, 2008.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Mark at 218.259.5500.

Sincerely,

BRAUN INTERTEC CORPORATION



Mark W. Gothard, PE  
Senior Engineer



Joseph C. Butler, PE  
Senior Engineer / Business Unit Manager

Attachments: Agreement between SEH and Braun Intertec Corporation (7/2/2008)  
MDH Notification Form

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The proposal is accepted, and you are authorized to proceed.

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**Authorizer's Firm**

---

**Authorizer's Signature**

---

**Authorizer's Name (please print or type)**

---

**Authorizer's Title**

---

**Date**



**Braun Intertec Corporation**  
 3404 15th Avenue East, Suite 9  
 Hibbing, MN 55746

Phone: 218.263.8861  
 Fax: 218.263.6700  
 Web: braunintertec.com

Item 5.

June 8, 2020

Proposal QTB121891

Sara Christenson, PE, Civil Professional Engineer  
 Short Elliott Hendrickson, Inc.  
 21 Northeast Fifth Street, Suite 200  
 Grand Rapids, MN 55744

Re: Minnesota Department of Health Well Sealing Notification Form  
 Proposed Sanitary Sewer and Water Infrastructure Extension Project  
 Grand Rapids/Cohasset Industrial Redevelopment-Former Ainsworth Site  
 Grand Rapids and Cohasset, Minnesota

Dear Sara:

Please have the property owner, representative or agent complete the "Well Owner" section only of the Minnesota Department of Health (MDH) Well Sealing Notification form below and return it to Braun Intertec along with the signed proposal. We will complete the remainder of the form and submit it to the MDH.

**NOTE:** *This form must be completed and returned to Braun Intertec prior to us scheduling the mobilization of our equipment and crews to the project site.*

<b>WELL SEALING NOTIFICATION-WELL SEALING NOTIFICATION IS VALID FOR 18 MONTHS</b>							Minnesota Unique Well No. or W-series No. <small>(Leave blank if not known)</small>		Minnesota Well and Boring Sealing No.	
Send notification form and payment (check, money order, or credit card information) to: Minnesota Department of Health, Well Management Section, P.O. Box 64502, St. Paul, Minnesota 55164-0502.									<b>H</b>	
ATTN: CASHIER							Well Management Section Fax Number: (651) 201-4599.		Card Type: <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> Discover Exp. Date _____	
<input type="checkbox"/> Well Sealing Notification (269)      Check Box If: <input type="checkbox"/> Well is Multiple Cased <input type="checkbox"/> Larger than 8-inch Inside Diameter							Card Number _____		3-Digit Security Code <small>(Printed on back side of card.)</small> _____	
<input type="checkbox"/> Water-Supply Well <input type="checkbox"/> Monitoring Well <input type="checkbox"/> Other _____							Authorized Signature _____		Print Cardholder Name _____	
<b>WELL LOCATION</b>	County	Township Name	Township No.	Range No.	Section No.	Fraction (sm. → lg.) ¼      ½      ¾				
	Well Location Address		City	State	Zip Code	Est. Depth	Casing Diameter			
<b>WELL OWNER</b>	Well Owner Name (Print)					Daytime Telephone Number (    )				
	Well Owner Street Address			City	State	Zip Code				
	Well Owner Signature						Date			
<b>WELL CONTRACTOR</b>	Well Contractor Company Name (Print)		Certified Rep. Signature			Date	Company License No.			

Failure to provide proper identification and fee prior to the beginning of well sealing is a violation of Minnesota Statutes, Chapter 1031, and may result in the assessment of an administrative penalty. Notification is not required to seal a boring.

November 11, 2021

Proposal QTB121891

Sara Christenson, PE  
Short Elliott Hendrickson, Inc.  
21 Northeast Fifth Street, Suite 200  
Grand Rapids, MN 55744

Re: Revised Proposal for a Geotechnical Evaluation  
Proposed Sanitary Sewer and Water Infrastructure Extension Project  
Grand Rapids/Cohasset Industrial Redevelopment-Former Ainsworth Site  
Grand Rapids and Cohasset, Minnesota

Dear Sara:

Braun Intertec Corporation respectfully submits this revised proposal to complete a geotechnical evaluation for the proposed sanitary sewer and water infrastructure extension project at the referenced site.

## **Our Understanding of Project**

Per the Request for Proposal for Engineering Services (RFP) included with your email of June 8, 2020, and the updated Boring Location Exhibit included in your more recent email of November 8, 2021, the City of Grand Rapids is issuing a RFP for engineering services related to the extension of sanitary sewer and water infrastructure to serve a 216-acre vacant manufacturing site that straddles the adjacent cities of Grand Rapids and Cohasset.

The City of Grand Rapids, MN is applying for a grant from the United States Department of Commerce's Economic Development Administration (EDA) Public Works Projects to help fund the \$3.1 million sanitary sewer and watermain extension project. The proposed infrastructure will primarily serve a 216-acre vacant industrial site that operated as an oriented strand board manufacturing plant until 2006. Approximately 60 acres of the site extends into the adjacent City of Cohasset, with the former plant and the remaining site acreage located in the City of Grand Rapids. The project will also provide sanitary sewer and water service to existing Grand Rapids commercial properties located along County Road 63. This Project involves the construction/extension of approximately: 7,400 ln. ft. of sanitary sewer main, 2 sanitary sewer lift stations, 12,500 ln. ft. of watermain and 1,000 tons of asphalt pavement. The sewer and water infrastructure would connect to existing infrastructure owned and operated by the City of Grand Rapids, with metered service to the City of Cohasset provided through a cooperative agreement.

The planned redevelopment of the site involves a proposed 6-lot industrial park planned for the 60-acres located in Cohasset, which is owned by Itasca Economic Development Corporation (IEDC). The planned redevelopment will also accommodate a single owner of the large lot and vacant plant in the City of Grand Rapids. This 131-acre portion of the site, currently owned by JM Longyear, will most likely attract a forest product industry. It is anticipated that portions of the vacant plant will be rehabilitated and reused and that additional stand-alone manufacturing facilities will be constructed in this area, as well.

The proposed project involves the extension of sanitary sewer to a 216-acre site of an OSB manufacturing plant that operated under three ownerships between 1972 and 2006, when Ainsworth Lumber Co. closed the facility. To position the entire 191-acres for redevelopment, the proposed infrastructure project would extend sanitary sewer and water infrastructure from its nearest available source at the intersection of US Highway 2/County Road 63. The utility extensions will cross the Mississippi River as they extend west along County Road 63, requiring the construction of a sanitary sewer lift station. The utilities would then turn south and parallel the existing private entrance road to the site. The sanitary sewer and water would then extend west under the rail spur, in the vicinity of the former Ainsworth plant, where both utilities would extend north and south laterally to provide service to all six lots within the proposed IEDC industrial park. The City of Grand Rapids water utilities would continue south and east to a connection with existing water infrastructure along County Road 76, providing a looped system that can feed the industrial park areas from two directions.

The intent of the project is to directionally drill the majority of the sanitary sewer and water infrastructure at a 8- to 12-foot bury depth.

## **Purpose**

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of the proposed infrastructure.

## **Scope of Services**

The following tasks are proposed to help achieve the stated purpose. If unfavorable or unforeseen conditions are encountered at any point during the completion of the tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming work.

## **Site Access**

Based on our familiarity with the project site, it appears that the proposed subsurface locations will mostly be located along existing road alignments and within previously developed and/or open areas, and accessible to a flotation tire-mounted drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

### Staking

We understand Short Elliott Hendrickson, Inc. (SEH) will stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or give us contact information for the consultant that might have such information.

### Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification to the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

### Penetration Test Borings

As requested, we will drill 14 standard penetration test (SPT) borings for the project. Table 1 provides a summary of the proposed boring locations and depths. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 15 feet, and at 5-foot intervals at greater depths.

**Table 1. Summary of Proposed Borings**

Location	Type	Quantity	Depth (feet)
Water/Sewer Alignment	SPT	10	24
Soundings	Push to Refusal	4	<15
Lift Stations	SPT	2	38
River's Edge	SPT	2	85
<b>Total</b>		18	546

If existing fill, organic materials or other structurally unfavorable soils are not penetrated above the intended boring termination depths, we will extend the borings to obtain at least 5 feet of penetration into more competent materials at greater depths. The additional information will help evaluate such issues as excavation depth, among others. If deeper borings (or additional borings) are needed, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

### Groundwater Measurements

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

### MDH Notification

We are planning for 4 of the borings to be 25 feet or deeper. Therefore, the Minnesota Statutes requires us to both (1) submit to the Minnesota Department of Health (MDH) by mail a "Sealing Notification Form", and

(2) submit a Sealing Record after our completion of the borings. The Sealing Notification Form requires a signature of the current property owner, or their agent, and we need to submit this to the MDH prior to our mobilization to the site. We are attaching a copy of the Sealing Notification Form at the end of this proposal for your signature. Our proposal includes the fees for the MDH Sealing Notification and the Sealing Record.

### **Borehole Abandonment**

We will backfill our exploration locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we will seal 486 linear feet of bore hole with grout.

Our lump sum fee includes those fees associated with the sealing.

Upon backfilling or sealing exploration locations, we will fill holes in pavements with a temporary patch.

Sealing boreholes with grout will prevent us from disposing of auger boring cuttings in the completed boreholes. Unless you direct us otherwise, we intend to thin-spread the cuttings around the boreholes. If we cannot thin-spread cuttings, we will put them in a container left on site. We can provide off-site disposal of the cuttings for an additional fee.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

### **Sample Review and Laboratory Testing**

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we have budgeted to perform the following laboratory tests.

**Table 2. Laboratory Tests**

Test Name	Number of Tests	ASTM Test Method	Purpose
Moisture content	30	D2216	Soil classification, moisture condition, and engineering properties
Percent passing #200 sieve	8	D1140	Soil classification, and evaluate frost susceptibility

We will determine the actual laboratory testing for the project depending on the encountered subsurface conditions. If we identify a laboratory testing program that exceeds the budget included in this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.

### **Engineering Analyses**

We will use data obtained from the borings and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to infrastructure design and performance.

## Report

We will prepare a report including:

- A CAD sketch showing the exploration locations.
- Logs of the Borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing infrastructure subgrades, and the selection, placement and compaction of fill.
- Recommendations for the design of sanitary sewer and water infrastructure, and lift stations.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

## Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 4 weeks following receipt of written authorization
- Field exploration – 6 days on site to complete the work
- Classification and laboratory testing – within 1 week after completion of field exploration
- Preliminary results – within 3 days after completion of field exploration
- Report submittal – within about 2 weeks of completion of field exploration

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

## Fees

We will furnish the services described in this proposal for a lump sum fee of \$25,485.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

### **Additional Services**

Our fees do not include potential costs due to the need for snow plowing, towing, stand-by time or work that is not included in the above Scope of Services. We will charge costs for snow plowing or towing (if necessary) at a rate of 1.15 times the actual cost. For stand-by time (defined as time spent by our field crew due to circumstances that are beyond the control of our field crew or its equipment, or beyond the scope of services indicated above), we will charge a rate of \$300 per hour.

### **General Remarks**

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We propose to provide these services in general accordance with the Basic Services Agreement between Short Elliott Hendrickson, Inc. and Braun Intertec Corporation dated July 2, 2008.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Mark at 218.259.5500.

Sincerely,

BRAUN INTERTEC CORPORATION



Mark W. Gothard, PE  
Senior Engineer



Joseph C. Butler, PE  
Senior Engineer / Business Unit Manager

Attachments: MDH Notification Form

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The proposal is accepted, and you are authorized to proceed.

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**Authorizer's Firm**

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**Authorizer's Signature**

---

**Authorizer's Name (please print or type)**

---

**Authorizer's Title**

---

**Date**



**Braun Intertec Corporation**  
 3404 15th Avenue East, Suite 9  
 Hibbing, MN 55746

Phone: 218.263.8861  
 Fax: 218.263.6700  
 Web: braunintertec.com

Item 5.

November 11, 2021

Proposal QTB121891

Sara Christenson, PE  
 Short Elliott Hendrickson, Inc.  
 21 Northeast Fifth Street, Suite 200  
 Grand Rapids, MN 55744

Re: Minnesota Department of Health Well Sealing Notification Form  
 Revised Proposed Sanitary Sewer and Water Infrastructure Extension Project  
 Grand Rapids/Cohasset Industrial Redevelopment-Former Ainsworth Site  
 Grand Rapids and Cohasset, Minnesota

Dear Sara:

Please have the property owner, representative or agent complete the "Well Owner" section only of the Minnesota Department of Health (MDH) Well Sealing Notification form below and return it to Braun Intertec along with the signed proposal. We will complete the remainder of the form and submit it to the MDH.

**NOTE:** *This form must be completed and returned to Braun Intertec prior to us scheduling the mobilization of our equipment and crews to the project site.*

<b>WELL SEALING NOTIFICATION-WELL SEALING NOTIFICATION IS VALID FOR 18 MONTHS</b>						Minnesota Unique Well No. or W-series No. <small>(Leave blank if not known)</small>		Minnesota Well and Boring Sealing No.	
Send notification form and payment (check, money order, or credit card information) to: Minnesota Department of Health, Well Management Section, P.O. Box 64502, St. Paul, Minnesota 55164-0502.								<b>H</b>	
ATTN: CASHIER						Well Management Section Fax Number: (651) 201-4599.			
<input type="checkbox"/> Well Sealing Notification (269) Check Well Type: <input type="checkbox"/> Water-Supply Well <input type="checkbox"/> Monitoring Well <input type="checkbox"/> Other		Check Box If: <input type="checkbox"/> Well is Multiple Cased <input type="checkbox"/> Larger than 8-inch Inside Diameter		Card Number _____		Card Type: <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> Discover    Exp. Date _____		3-Digit Security Code <small>(Printed on back side of card.)</small> _____	
Authorized Signature _____		Print Cardholder Name _____							
<b>WELL LOCATION</b>	County	Township Name	Township No.	Range No.	Section No.	Fraction (sm. → lg.) ¼      ½      ¾			
	Well Location Address		City	State	Zip Code	Est. Depth	Casing Diameter		
<b>WELL OWNER</b>	Well Owner Name (Print)					Daytime Telephone Number (    )			
	Well Owner Street Address			City	State	Zip Code			
	Well Owner Signature						Date		
<b>WELL CONTRACTOR</b>	Well Contractor Company Name (Print)		Certified Rep. Signature			Date	Company License No.		

Failure to provide proper identification and fee prior to the beginning of well sealing is a violation of Minnesota Statutes, Chapter 1031, and may result in the assessment of an administrative penalty. Notification is not required to seal a boring.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** December 20, 2021

**AGENDA ITEM:** Consider approving a change order with SEH for the Grand Rapids/Cohasset Industrial Redevelopment project

**PREPARED BY:** Matt Wegwerth

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### **BACKGROUND:**

The Grand Rapids / Cohasset Industrial Redevelopment utility extension project involves the extension of water and sanitary sewer to the former Ainsworth site. During design, it was determined that additional soil borings would be necessary. The attached change order covers the additional cost.

### **REQUESTED COUNCIL ACTION:**

Make a motion approving a change order with SEH for the Grand Rapids/Cohasset Industrial Redevelopment project

ITEM # \_\_\_\_\_



## REQUEST FOR CITY COUNCIL CONSIDERATION

**AGENDA DATE:** December 20, 2021  
**AGENDA ITEM:** Consider the retirement and salvage of a public works asset.  
**PREPARED BY:** Cynthia Lyman

---

### **BACKGROUND:**

The Public Works Department has a 1991 Chevrolet ½ Ton Pick-Up that is no longer operational and would like to retire it to the salvage yard. The Vin # is 1GCDC1428M2189666 and the Asset ID is 101-70-4008.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve the retirement and salvage of the Public Works Department's 1991 Chevrolet ½ Ton Pick-Up.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** December 20, 2021

**AGENDA ITEM:** Approve 2022 Taxi license for Rapid Taxi, contingent upon receipt of required documentation and fees.

**PREPARED BY:** Kimberly Gibeau

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### **BACKGROUND:**

Rapid Taxi is required to renew licensing each year. The Grand Rapids Police Department conducts taxi inspections and each vehicle is required to be compliant prior to licensing.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve 2022 taxi cab licensing for Rapid Taxi contingent upon receipt of documentation and fees.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** December 20, 2021

**AGENDA ITEM:** Approve 2022 Theatre License for Mann Theatres Inc.

**PREPARED BY:** Kimberly Gibeau

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### **BACKGROUND:**

Mann Theatres is required to submit applications to renew licenses for each screen within the theatre. Mann has 8 screens that they wish to renew.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve 2022 Theatre License for Mann Theatres 8 screens, contingent upon receipt of required documents and fees.



CITY OF  
**GRAND RAPIDS**  
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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 12-20-2021

**AGENDA ITEM:** Consider authorizing the Fire Department to purchase turnout gear from MES in 2021 to be paid in 2022 budget

**PREPARED BY:** Travis Cole

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### **BACKGROUND:**

Each year the fire department purchases 5 sets of new turnout gear for fire fighters to replace outdated gear. Each year's purchase is a budgeted expense. Vendors have informed us that there will be a pricing increase for gear next year and in order to avoid the price increase, the fire department is asking to make an order in 2021 to be paid in 2022 budget cycle, which is a budgeted expense. This will allow a price savings of \$1,454.45 in next year's budget. This will also allow us to make sure we receive the gear in a quicker turnaround time as turnout gear is over 29 weeks out from receiving new inventory.

### **REQUESTED COUNCIL ACTION:**

Make a motion to allow the Fire Department to place an order for new turnout gear in 2021 to be paid in 2022 which is a budgeted item in the amount of \$14,416.35.



4817 Viking Blvd NE  
 Ste 102  
 East Bethel, MN 55092

Item 9.

# Quote

Date	Estimate #
1/15/2021	5699

Name / Address
City of Grand Rapids Attn: Accounts Payable 420 N Pokegama Ave Grand Rapids, MN 55744

Project

Item	Description	Qty	Rate	Total
FIRDEX FX-R G...	2021 FIRE-DEX FX-R TECGEN71 TURNOUT GEAR INFORMATION AND PRICING:  Fire-Dex FX-R Turnout Gear: 32" Coat with DRD, 6.5 oz. TECGEN71, Gold in Color Outer Shell, 5.9 oz Prism 1-Layer Thermal Liner, and 5.5oz Stedair® 4000 Moisture Barrier, Turn Out Coat and Pant per Grand Rapids FD Gear Spec FWID: 118431 09-10-2020 (THL= 311.90, TPP= 41.10)  ***THIS ESTIMATE DOES NOT INCLUDE THE COST OF ANY OVERSIZE CHARGES WHERE APPLICABLE AND/OR THE COST OF SHIPPING***	5	3,001.70	15,008.50

Quote Valid for 30 Days	<b>Total</b> \$15,008.50
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124 East First Street  
Deer Creek, IL 61733

# Quote

Item 9.

**Date** 12/08/2021  
**Quote #** QT1532878  
**Expires** 12/23/2021  
**Sales Rep** Sarff, Anthony  
**PO #**  
**Shipping Method** FedEx Ground

**Bill To**  
 GRAND RAPIDS FIRE DEPT.  
 420 NORTH POKEGAMA AVENUE  
 GRAND RAPIDS MN 55744  
 United States

**Ship To**  
 Rob Rima  
 GRAND RAPIDS FIRE DEPT.  
 836 N.E. 2nd Ave  
 Grand Rapids MN 55744  
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
FXR-Custom Turnout-Coat	FWID: 150642		FWID: 150642 Custom FXR Turnout Coat	5	1,615.63	8,078.15
FXR-Custom Turnout-Pant	FWID: 150642		FWID: 150642 Custom FXR Turnout Pant	5	1,195.04	5,975.20
FDXLM80-10-Med			MES/FDX LEATHER BOOT - SERIES 80 - 10 Med	1	363.00	363.00

**Subtotal** 14,416.35  
**Shipping Cost (FedEx Ground)** 0.00  
**Total** \$14,416.35

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1532878



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

# 2022

January							February							March						
Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.
						1			1	2	3	4	5			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28						27	28	29	30	31		
30	31																			
April							May							June						
Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.
					1	2			1	2	3	4	5				1	2	3	4
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30		
July							August							September						
Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.
					1	2			1	2	3	4	5					1	2	3
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30	
31																				
October							November							December						
Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.
						1			1	2	3	4	5					1	2	3
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
30	31																			

- Golf Course Board - 7:30 am
- Library Board - 5 pm
- Council Worksession 4:00 pm
- City Council Mtg - 5 pm
- Payroll
- Holiday
- Cable TV Comm. - Noon
- Arts & Culture Comm. - 3:45 pm
- Park & Rec Civic Center Board 5:30 pm
- Public Util. Comm.
- Economic Devl. Authority - 4 pm
- Fire Dept. Bus. Mtg. - 7 pm
- Work Session Public Utilities
- PCAB Police Advisory Board - 4:30 pm
- Fire Relief Assn.
- Planning Comm. - 4 pm
- Human Rights Comm. - 4:00 pm
- Flex Benefits Deadline

ITEM # \_\_\_\_\_



## REQUEST FOR CITY COUNCIL CONSIDERATION

**AGENDA DATE:** December 20, 2021

**AGENDA ITEM:** Consider adopting a resolution accepting a donation of \$100.00 from UPM Blandin Paper Co, a donation of \$100 from MN State Patrol Troopers Association toward Grand Rapids Police Shop with a Hero Program

**PREPARED BY:** Andy Morgan

### **BACKGROUND:**

Captain Morgan approached the above organizations and groups in search of donations for the Shop with a Hero.

Area emergency service providers and Wal-Mart, annually host the Shop With a Hero event in December. The event provides area youth an opportunity to purchase \$100 worth of Wal-Mart merchandise to be given as holiday gifts to their family members. Youth are selected by organizers with the assistance of Area School Professionals, Itasca County Health and Human Services, Ross Resources, Children’s Mental Health and Kootasca. Participating youth are then paired with a member of emergency services and local military staff - a “Hero,” and are given a \$100 Wal-Mart gift card and calculator. Heroes then assist youth in shopping for holiday gifts for their family. Upon purchase, volunteers will gift-wrap all presents. Following a surprise visit from Santa Claus, the youth receive a wrapped Christmas present of their own.

The 2012 Shop With a Cop involved 20 area youth and has considerably grown to 30 youth in this year’s event. Sadly, this year’s event was cancelled due to the pandemic.

We are pleased to announce that we received the above donations from the above identified community partners.

### **ATTACHMENTS:**

**REQUESTED COUNCIL ACTION:**

Make a motion adopting a resolution accepting a donation of \$100.00 from UPM Blandin Paper Co, a donation of \$100 from MN State Patrol Troopers Association toward Grand Rapids Police Shop with a Hero Program

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

RESOLUTION NO. 21-

A RESOLUTION ACCEPTING A \$100.00 DONATION FROM UPM BLANDIN PAPER CO and A \$100 DONATION FROM MN STATE PATROL TROOPERS ASSOCIATION FOR THE GRAND RAPIDS’ POLICE DEPARTMENT FUTURE ANNUAL SHOP WITH A HERO EVENT

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 donation and terms of the donor as follows:

- UPM Blandin Paper Co. has donated \$100 and MN State Patrol Troopers Association has donated \$100 to the Grand Rapids Police Department for a future Annual Shop with a Hero Event.

Adopted this 20<sup>th</sup> day of December, 2021

\_\_\_\_\_  
Dale Christy, 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:** December 20, 2021

**AGENDA ITEM:** Consider adopting a resolution authorizing the Itasca County Auditor to assess the delinquent Storm Water Utility charges to the property tax statement of delinquent tax owners.

**PREPARED BY:** Barb Baird

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### **BACKGROUND:**

The City is utilizing the service of the Grand Rapids Public Utilities for the billing. The County Auditor requires a resolution from the City Council directing them to add these delinquencies to the tax statement. A letter was sent to all property owners with the delinquent balances giving them the opportunity to pay before it is sent to the County Auditor.

### **REQUESTED COUNCIL ACTION:**

Make a motion to adopting a resolution authorizing the Itasca County Auditor to assess the delinquent Storm Water Utility charges to the property tax statement of delinquent tax owners.

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

RESOLUTION NO. 21-

A RESOLUTION AUTHORIZING THE ITASCA COUNTY AUDITOR TO ASSESS DELINQUENT STORM WATER UTILITY CHARGES TO THE PROPERTY TAX STATEMENT OF DELINQUENT PROPERTY TAX OWNERS PER EXHIBIT A

WHEREAS, the Grand Rapids City Council adopted the Storm Water Utility Ordinance #04-08-10 on August 9, 2004 for implementation beginning January 1, 2005, and

WHEREAS, beginning on that date, City residents, commercial property, industrial and institutional property have been charged a fee for storm water management based on a fee schedule approved by the City Council, and

WHEREAS, the Grand Rapids Public Utilities is providing the City with a list of delinquent accounts, and

WHEREAS, the Section 70.203 (f) and (g) of the Ordinance states a penalty for late payment is 10% of the amount past due and past due fees and penalty can be certified to the County Auditor for collection with real estate taxes in the next year,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes the County Auditor to assess the delinquent storm water utility charges to the property tax statement of the delinquent property tax owners identified in Exhibit A.

Adopted this 20th day of December 2021.

\_\_\_\_\_  
Dale Christy, 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.

**EXHIBIT A****DELINQUENT STORM WATER UTILITY CHARGES TO BE ASSESSED AGAINST THE  
FOLLOWING PARCELS**

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<b>Parcel Numbers</b>	<b>With 10% Penalty</b>
910033200	2,425.80
910054413	46.20
910054414	46.20
910172205	46.20
910303407	80.85
910344404	75.90
914151240	52.80
914202270	45.89
914251720	46.20
914900608	152.35
916001660	46.20
916200041	44.00
916501530	80.85
916630230	75.82
	3,265.26



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** December 20, 2021

**AGENDA ITEM:** Consider approving final payment and balancing change order for CP 2014-2

**PREPARED BY:** Matt Wegwerth

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### **BACKGROUND:**

CP 2014-2, 2019 Street Improvements Project, is complete and ready for final payment. Attached is Pay Request 11 – Final and Balancing Change Order 4.

Original Contract Amount = \$2,172,547.15

Final Contract Amount = \$2,457,275.04

### **REQUESTED COUNCIL ACTION:**

Make a motion approving final payment and balancing change order for CP 2014-2

	Change Order No.	4
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Project Location	Grand Rapids MN		
Local Agency	The City of Grand Rapids	Local Project No.	GRANR 148660
Contractor	Casper Construction	Contract No.	CP 2014-2
Address/City/State/Zip	PO Box 480 / Grand Rapids / MN / 55744		
<b>Total Change Order Amount \$</b>	<b>0</b>		

This is a Balancing Change Order. A Balancing Change Order is an accounting devise used to adjust the Contract Amount to equal the As-Built Amount.

Contract Amount: Original = \$2,172,547.15, Revised = \$2,457,275.04

Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)						
**Group/funding Category	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
<b>Net Change this Change Order</b>						<b>0</b>

Due to this change, the contract time: (check one)	
<input checked="" type="checkbox"/> Is NOT changed	<input type="checkbox"/> May be revised as provided in MnDOT Specification 1806
Number of Working Days Affected by this Contract Change: Additional Week added for CL5 and Paving per street (does not change interim substantial completion date)	Number of Calendar Days Affected by this Contract Change: Additional Week added for CL5 and Paving per street (does not change interim substantial completion date)

Approved by Project Engineer:  Date: 12/15/2021  
 Print Name: Matt Wegwerth Phone: 218.326.7612

**Contract Number:** CP 2014-2  
**Pay Request Number:** 11

<b>Project Number</b>	<b>Project Description</b>
GRANR 148660	2019 Street Improvements Project - 2nd Avenue NE

<b>Contractor:</b> Casper Construction PO Box 480 Grand Rapids, MN 55744	<b>Vendor Number:</b> N/A <b>Up To Date:</b> 11/29/2021
--	--

Contract Amount		Funds Encumbered	
Original Contract	\$2,172,547.15	Original	\$2,172,547.15
Contract Changes	\$279,001.07	Additional	N/A
Revised Contract	\$2,451,548.22	Total	\$2,172,547.15

Work Certified To Date	
Base Bid Items	\$2,158,554.65
Contract Changes	\$298,720.39
Material On Hand	\$0.00
Total	\$2,457,275.04

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$10,078.80	\$2,457,275.04	\$0.00	\$2,386,016.33	\$71,258.71	\$2,457,275.04
Percent: Retained: 0%				Percent Complete: 100.23%	

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By

City Engineer



Date 12/15/2021

Approved By Casper Construction

Contractor



Date 12/15/2021

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2020-05-26	\$140,555.04	\$7,027.75	\$133,527.29
2	2020-06-09	\$180,683.90	\$9,034.20	\$171,649.70
3	2020-06-29	\$581,412.79	\$29,070.64	\$552,342.15
4	2020-07-14	\$323,389.92	\$16,169.49	\$307,220.43
5	2020-07-28	\$311,903.83	\$15,595.19	\$296,308.64
6	2020-08-11	\$351,122.09	\$17,556.11	\$333,565.98
7	2020-09-01	\$366,033.00	\$18,301.65	\$347,731.35
8	2020-09-15	\$76,457.56	(\$54,466.08)	\$130,923.64
9	2020-10-28	\$18,578.02	\$464.45	\$18,113.57
10	2021-06-01	\$97,060.09	\$2,426.51	\$94,633.58
11	2021-11-29	\$10,078.80	(\$61,179.91)	\$71,258.71

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
13th Overlay		\$57,926.47	\$0.00	\$56,478.31	\$1,448.16	\$57,926.47
2nd - Road	1	\$891,378.32	\$0.00	\$866,186.42	\$25,191.90	\$891,378.32
2nd - San Main	2	\$183,275.04	\$0.00	\$178,693.17	\$4,581.87	\$183,275.04
2nd - San Serv	3	\$111,155.88	\$0.00	\$108,376.99	\$2,778.89	\$111,155.88
2nd - Storm	6	\$207,365.27	\$0.00	\$202,181.14	\$5,184.13	\$207,365.27
2nd - Wat Main	4	\$192,337.50	\$0.00	\$187,529.07	\$4,808.43	\$192,337.50
2nd - Wat Serv	5	\$85,107.00	\$0.00	\$82,979.33	\$2,127.67	\$85,107.00
2nd Walk	0	\$73,878.86	\$0.00	\$71,973.39	\$1,905.47	\$73,878.86
7th - Road	7	\$162,097.05	\$0.00	\$154,840.00	\$7,257.05	\$162,097.05
7th - San Main	8	\$55,915.38	\$0.00	\$54,517.50	\$1,397.88	\$55,915.38
7th - San Serv	9	\$21,699.63	\$0.00	\$18,232.14	\$3,467.49	\$21,699.63
7th - Storm	12	\$96,447.50	\$0.00	\$94,036.32	\$2,411.18	\$96,447.50
7th - Wat Main	10	\$16,750.76	\$0.00	\$16,332.00	\$418.76	\$16,750.76
7th - Wat Serv	11	\$20,266.26	\$0.00	\$19,759.61	\$506.65	\$20,266.26
9th - Road	13	\$170,585.86	\$0.00	\$165,589.87	\$4,995.99	\$170,585.86
9th - San Main	14	\$15,286.77	\$0.00	\$14,904.61	\$382.16	\$15,286.77
9th - San Serv	15	\$7,248.00	\$0.00	\$7,066.80	\$181.20	\$7,248.00
9th - Storm	18	\$58,083.87	\$0.00	\$56,631.78	\$1,452.09	\$58,083.87
9th - Wat Main	16	\$23,419.62	\$0.00	\$22,834.13	\$585.49	\$23,419.62
9th - Wat Serv	17	\$7,050.00	\$0.00	\$6,873.75	\$176.25	\$7,050.00

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1 - Local	Local	\$40,798.57			\$1,355,866.56
2 - GRPUC SM	GRPUC - SM	\$6,361.91			\$254,477.19
3 - GRPUC SS	GRPUC - SS	\$6,427.58			\$140,103.51
4 - GRPUC WM	GRPUC - WM	\$5,812.68			\$232,507.88
5 - GRPUC WS	GRPUC - WS	\$2,810.57			\$112,423.26
6 - Storm Sewer	Storm Sewer	\$9,047.40			\$361,896.64

**Contract Item Status**

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2101.505	CLEARING	ACRE	\$10,000.00	0.1	0	\$0.00	0.1	\$1,000.00
Base Bid	2	2101.505	GRUBBING	ACRE	\$10,000.00	0.1	0	\$0.00	0.1	\$1,000.00
Base Bid	3	2101.524	CLEARING	TREE	\$225.00	14	0	\$0.00	12	\$2,700.00
Base Bid	4	2101.524	GRUBBING	TREE	\$225.00	14	0	\$0.00	13	\$2,925.00
Base Bid	5	2104.502	REMOVE SIGN PANEL TYPE SPECIAL	EACH	\$42.50	7	0	\$0.00	7	\$297.50
Base Bid	6	2104.502	REMOVE LUMINAIRE	EACH	\$120.00	10	0	\$0.00	10	\$1,200.00
Base Bid	7	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	\$650.00	24	0	\$0.00	24	\$15,600.00
Base Bid	8	2104.502	REMOVE HYDRANT	EACH	\$550.00	2	0	\$0.00	2	\$1,100.00
Base Bid	9	2104.502	REMOVE SIGN PANEL TYPE C	EACH	\$42.50	5	0	\$0.00	5	\$212.50
Base Bid	10	2104.502	SALVAGE CASTING	EACH	\$290.00	13	0	\$0.00	12	\$3,480.00
Base Bid	11	2104.502	SALVAGE SIGN PANEL TYPE C	EACH	\$25.00	7	0	\$0.00	7	\$175.00
Base Bid	12	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$2.40	388	0	\$0.00	388	\$931.20
Base Bid	13	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$1.50	753	0	\$0.00	753	\$1,129.50
Base Bid	14	2104.503	REMOVE WATER MAIN	L F	\$5.00	2232	0	\$0.00	2282	\$11,410.00
Base Bid	15	2104.503	REMOVE SEWER PIPE (STORM)	L F	\$9.00	1382	0	\$0.00	1425	\$12,825.00
Base Bid	16	2104.503	REMOVE SEWER PIPE (SANITARY)	L F	\$4.00	2897	0	\$0.00	2470	\$9,880.00
Base Bid	17	2104.503	REMOVE CURB & GUTTER	L F	\$1.75	4542	0	\$0.00	4542	\$7,948.50
Base Bid	18	2104.503	REMOVE UNDERGROUND WIRE	L F	\$0.75	75	0	\$0.00	0	\$0.00
Base Bid	19	2104.503	REMOVE WATER SERVICE PIPE	L F	\$5.00	918	0	\$0.00	882	\$4,410.00
Base Bid	20	2104.504	REMOVE CONCRETE PAVEMENT	S Y	\$5.00	2559	0	\$0.00	2559	\$12,795.00
Base Bid	21	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$2.65	9069	0	\$0.00	9069	\$24,032.85
Base Bid	22	2104.603	ABANDON PIPE SEWER	L F	\$16.00	526	0	\$0.00	85	\$1,360.00
Base Bid	23	2105.504	GEOTEXTILE FABRIC TYPE 4	S Y	\$2.50	48	0	\$0.00	48	\$120.00
Base Bid	24	2105.504	GEOTEXTILE FABRIC TYPE 5	S Y	\$1.50	10844	0	\$0.00	10844	\$16,266.00
Base Bid	25	2105.507	COMMON EXCAVATION	C Y	\$10.00	4336	0	\$0.00	4336	\$43,360.00
Base Bid	26	2105.507	SUBGRADE EXCAVATION	C Y	\$9.75	7121	0	\$0.00	7121	\$69,429.75
Base Bid	27	2105.507	SELECT GRANULAR BORROW (CV)	C Y	\$13.35	7121	0	\$0.00	7121	\$95,065.35
Base Bid	28	2112.519	SUBGRADE PREPARATION	RDST	\$255.00	22.04	0	\$0.00	22.04	\$5,620.20
Base Bid	29	2118.507	AGGREGATE SURFACING (CV) CLASS 5	C Y	\$32.00	44	0	\$0.00	52	\$1,664.00
Base Bid	30	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	\$29.00	2919	0	\$0.00	2919	\$84,651.00
Base Bid	31	2231.604	BITUMINOUS PATCH SPECIAL	S Y	\$60.00	113	0	\$0.00	121.2	\$7,272.00
Base Bid	32	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2;C)	TON	\$81.75	784	0	\$0.00	880.53	\$71,983.33
Base Bid	33	2360.509	TYPE SP 12.5 WEARING COURSE MIX (2;C)	TON	\$81.75	1307	0	\$0.00	1399.11	\$114,377.24
Base Bid	34	2451.607	CRUSHED ROCK	CU YD	\$42.00	425	0	\$0.00	359	\$15,078.00
Base Bid	35	2501.502	30" RC PIPE APRON	EACH	\$3,500.00	1	0	\$0.00	1	\$3,500.00
Base Bid	36	2502.503	4" PERF PE PIPE DRAIN	L F	\$4.00	1050	0	\$0.00	1060	\$4,240.00
Base Bid	37	2502.602	4" PVC PIPE DRAIN CLEANOUT	EACH	\$645.00	30	0	\$0.00	31	\$19,995.00
Base Bid	38	2502.604	2" INSULATION	S Y	\$20.00	184.6	0	\$0.00	324.9	\$6,498.00
Base Bid	39	2503.503	15" RC PIPE SEWER DES 3006 CL V	L F	\$60.00	985	0	\$0.00	1012.4333	\$60,746.00
Base Bid	40	2503.503	18" RC PIPE SEWER DES 3006 CL V	L F	\$67.50	539	0	\$0.00	528	\$35,640.00
Base Bid	41	2503.503	21" RC PIPE SEWER DES 3006 CL V	L F	\$76.50	444	0	\$0.00	446	\$34,119.00
Base Bid	42	2503.503	30" RC PIPE SEWER DES 3006 CL V	L F	\$180.00	144	0	\$0.00	143	\$25,740.00
Base Bid	43	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$360.00	8	0	\$0.00	8	\$2,880.00
Base Bid	44	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$585.00	9	0	\$0.00	9	\$5,265.00
Base Bid	45	2503.602	CONNECT TO EXISTING SANITARY SEWER SER	EACH	\$390.00	29	0	\$0.00	27	\$10,530.00
Base Bid	46	2503.602	8"X4" PVC WYE	EACH	\$420.00	14	0	\$0.00	13	\$5,460.00
Base Bid	47	2503.602	12"X4" PVC WYE	EACH	\$715.00	11	0	\$0.00	11	\$7,865.00
Base Bid	48	2503.602	15"X4" PVC WYE	EACH	\$825.00	4	0	\$0.00	7	\$5,775.00
Base Bid	49	2503.603	SANITARY SEWER INSPECTION	L F	\$1.25	2063	0	\$0.00	2052	\$2,565.00
Base Bid	50	2503.603	8" PVC PIPE SEWER	L F	\$51.00	869	0	\$0.00	831	\$42,381.00

**Contract Item Status**

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	51	2503.603	12" PVC PIPE SEWER	L F	\$63.50	470	0	\$0.00	470	\$29,845.00
Base Bid	52	2503.603	15" PVC PIPE SEWER	L F	\$93.00	724	0	\$0.00	704	\$65,472.00
Base Bid	53	2503.603	4" PVC SANITARY SERVICE PIPE	L F	\$60.00	1116	0	\$0.00	1201	\$72,060.00
Base Bid	54	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$1,350.00	9	0	\$0.00	9	\$12,150.00
Base Bid	55	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$700.00	26	0	\$0.00	24	\$16,800.00
Base Bid	56	2504.602	HYDRANT	EACH	\$4,990.00	3	0	\$0.00	3	\$14,970.00
Base Bid	57	2504.602	1" CORPORATION STOP	EACH	\$400.00	26	0	\$0.00	25	\$10,000.00
Base Bid	58	2504.602	6" GATE VALVE & BOX	EACH	\$1,845.00	7	0	\$0.00	7	\$12,915.00
Base Bid	59	2504.602	8" GATE VALVE & BOX	EACH	\$2,420.00	9	0	\$0.00	10	\$24,200.00
Base Bid	60	2504.602	1" CURB STOP & BOX	EACH	\$550.00	26	0	\$0.00	25	\$13,750.00
Base Bid	61	2504.603	HYDRANT RISER	L F	\$1,045.00	3	0	\$0.00	0.5	\$522.50
Base Bid	62	2504.603	1" TYPE K COPPER PIPE	L F	\$32.50	905	0	\$0.00	1205.85	\$39,190.13
Base Bid	63	2504.603	6" WATERMAIN DUCTILE IRON CL 52	L F	\$49.00	64	0	\$0.00	70.5	\$3,454.50
Base Bid	64	2504.603	8" WATERMAIN DUCTILE IRON CL 52	L F	\$57.50	2202	0	\$0.00	1874	\$107,755.00
Base Bid	65	2504.608	WATERMAIN FITTINGS	LB	\$10.00	1163	0	\$0.00	2714.298	\$27,142.98
Base Bid	66	2506.502	CONST DRAINAGE STRUCTURE DESIGN F	EACH	\$3,575.00	9	0	\$0.00	9	\$32,175.00
Base Bid	67	2506.502	CONST DRAINAGE STRUCTURE DESIGN G	EACH	\$2,625.00	11	0	\$0.00	10	\$26,250.00
Base Bid	68	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	EACH	\$14,500.00	1	0	\$0.00	0	\$0.00
Base Bid	69	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	\$2,350.00	21	0	\$0.00	19	\$44,650.00
Base Bid	70	2506.502	CONST DRAINAGE STRUCTURE DES 60-4020	EACH	\$4,700.00	3	0	\$0.00	1	\$4,700.00
Base Bid	71	2506.502	CONST DRAINAGE STRUCTURE DES 72-4020	EACH	\$4,920.00	2	0	\$0.00	2	\$9,840.00
Base Bid	72	2506.502	CONST DRAINAGE STRUCTURE DES 84-4020	EACH	\$7,325.00	1	0	\$0.00	1	\$7,325.00
Base Bid	73	2506.502	CASTING ASSEMBLY	EACH	\$875.00	38	0	\$0.00	39	\$34,125.00
Base Bid	74	2506.502	INSTALL CASTING	EACH	\$200.00	13	0	\$0.00	12	\$2,400.00
Base Bid	75	2506.503	CONST DRAINAGE STRUCTURE DESIGN F	L F	\$315.00	41.19	0	\$0.00	41.19	\$12,974.85
Base Bid	76	2506.602	SEAL MANHOLE OR CATCH BASIN	EACH	\$650.00	20	0	\$0.00	13	\$8,450.00
Base Bid	77	2506.602	CASTING ASSEMBLY SPECIAL	EACH	\$295.00	4	0	\$0.00	1	\$295.00
Base Bid	78	2506.603	CONSTRUCT 8" OUTSIDE DROP	L F	\$1,000.00	10.89	0	\$0.00	11.2	\$11,200.00
Base Bid	79	2506.603	CONSTRUCT 12" OUTSIDE DROP	L F	\$1,295.00	7.31	0	\$0.00	7.31	\$9,466.45
Base Bid	80	2511.507	RANDOM RIPRAP CLASS III	C Y	\$75.00	24	0	\$0.00	22	\$1,650.00
Base Bid	81	2521.518	4" CONCRETE WALK	S F	\$5.45	19211	0	\$0.00	19076.9	\$103,969.11
Base Bid	82	2521.518	6" CONCRETE WALK	S F	\$10.50	2233	0	\$0.00	2893.9	\$30,385.95
Base Bid	83	2521.518	6" CONCRETE WALK SPECIAL	S F	\$13.50	663	0	\$0.00	721.6	\$9,741.60
Base Bid	84	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	\$17.95	3877	0	\$0.00	4038.01	\$72,482.28
Base Bid	85	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	\$59.00	518	0	\$0.00	687.9	\$40,586.10
Base Bid	86	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	S Y	\$69.50	250	0	\$0.00	284.9	\$19,800.55
Base Bid	87	2531.618	TRUNCATED DOMES	S F	\$40.00	397	0	\$0.00	409.8	\$16,392.00
Base Bid	88	2545.502	LUMINAIRE TYPE SPECIAL	EACH	\$2,280.00	10	0	\$0.00	10	\$22,800.00
Base Bid	89	2545.502	LIGHTING UNIT TYPE SPECIAL	EACH	\$1,000.00	5	0	\$0.00	5	\$5,000.00
Base Bid	90	2545.502	LIGHT FOUNDATION DESIGN E MODIFIED	EACH	\$1,000.00	7	0	\$0.00	7	\$7,000.00
Base Bid	91	2545.502	SERVICE EQUIPMENT	EACH	\$900.00	3	0	\$0.00	3	\$2,700.00
Base Bid	92	2545.502	HANDHOLE	EACH	\$450.00	6	0	\$0.00	3.4444	\$1,549.98
Base Bid	93	2545.503	UNDERGROUND WIRE 1/C 12 AWG	LIN FT	\$0.50	1580	0	\$0.00	1580	\$790.00
Base Bid	94	2545.503	2" NON-METALLIC CONDUIT	L F	\$6.30	1425	0	\$0.00	1425	\$8,977.50
Base Bid	95	2545.503	UNDERGROUND WIRE 1/C 8 AWG	L F	\$0.92	5115	0	\$0.00	5115	\$4,705.80
Base Bid	96	2564.502	INSTALL SIGN PANEL TYPE C	EACH	\$175.00	7	0	\$0.00	7	\$1,225.00
Base Bid	97	2564.518	SIGN PANELS TYPE C	S F	\$65.00	41	0	\$0.00	41	\$2,665.00
Base Bid	98	2564.518	SIGN PANELS TYPE SPECIAL	S F	\$65.00	63	0	\$0.00	63	\$4,095.00
Base Bid	99	2571.524	CONIFEROUS TREE 6' HT B&B	TREE	\$450.00	14	0	\$0.00	14	\$6,300.00
Base Bid	100	2571.524	DECIDUOUS TREE 1.5" CAL CONT	TREE	\$425.00	22	0	\$0.00	26	\$11,050.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	101	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$210.00	84	0	\$0.00	56	\$11,760.00
Base Bid	102	2573.503	SILT FENCE, TYPE MS	LIN FT	\$5.00	1250	0	\$0.00	1838	\$9,190.00
Base Bid	103	2574.507	COMMON TOPSOIL BORROW (LV)	CU YD	\$40.00	929	0	\$0.00	776.5	\$31,060.00
Base Bid	104	2575.504	SODDING TYPE SALT TOLERANT	S Y	\$8.00	2609	0	\$0.00	113.5	\$908.00
Base Bid	105	2575.504	EROSION CONTROL BLANKETS CATEGORY 3N	S Y	\$3.00	527	0	\$0.00	527	\$1,581.00
Base Bid	106	2575.505	SEEDING	ACRE	\$1,200.00	0.68	0	\$0.00	1.47	\$1,764.00
Base Bid	107	2575.505	WEED SPRAYING	ACRE	\$500.00	0.34	0.34	\$170.00	0.34	\$170.00
Base Bid	108	2575.506	WEED SPRAY MIXTURE	GAL	\$100.00	0.34	0.34	\$34.00	0.34	\$34.00
Base Bid	109	2575.508	MNDOT SEED MIXTURE MNST-12	POUND	\$4.00	119	0	\$0.00	319.5	\$1,278.00
Base Bid	110	2575.508	MOWING	ACRE	\$600.00	1.51	0.76	\$456.00	0.76	\$456.00
Base Bid	111	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	LB	\$2.10	2204	0	\$0.00	5230	\$10,983.00
Base Bid	112	2575.523	WATER	10KGAL	\$240.00	23.2	18.2	\$4,368.00	23.2	\$5,568.00
Base Bid	113	2582.503	4" SOLID LINE MULTI COMP GR IN	L F	\$4.80	221	221	\$1,060.80	221	\$1,060.80
Base Bid	114	2011.601	CONSTRUCTION SURVEYING	LS	\$18,500.00	1	0	\$0.00	1	\$18,500.00
Base Bid	115	2021.501	MOBILIZATION	LS	\$58,362.65	1	0	\$0.00	1	\$58,362.65
Base Bid	116	2101.501	CLEARING & GRUBBING	LS	\$2,500.00	1	0	\$0.00	1	\$2,500.00
Base Bid	117	2504.601	TEMPORARY WATER SERVICE	LS	\$22,500.00	1	0	\$0.00	1	\$22,500.00
Base Bid	118	2563.601	TRAFFIC CONTROL	LS	\$9,000.00	1	0	\$0.00	1	\$9,000.00
Base Bid	119	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$3,000.00	1	0	\$0.00	1	\$3,000.00
Base Bid	120	2575.601	EROSION CONTROL	LS	\$5,000.00	1	0	\$0.00	1.9148	\$9,574.00
Base Bid	121	2531.604	8" CONCRETE VALLEY GUTTER	S Y	\$108.00	31	0	\$0.00	31	\$3,348.00
Base Bid	122	2545.502	LIGHTING UNIT TYPE SPECIAL 2	EACH	\$4,262.50	2	0	\$0.00	2	\$8,525.00
Base Bid	123	2104.601	SALVAGE MISCELLANEOUS STRUCTURES	LS	\$4,000.00	1	0.75	\$3,000.00	1	\$4,000.00
Base Bid	124	2582.518	PAVT MSSG MULTI COMP GR IN	S F	\$55.00	18	18	\$990.00	18	\$990.00
<b>Base Bid Totals:</b>								<b>\$10,078.80</b>		<b>\$2,158,554.65</b>

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
GRANR 148660	GENERAL CONSTRUCTION	\$7,078.80	\$2,031,118.00
GRANR 148660	LUMP SUM	\$3,000.00	\$127,436.65

Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
GRANR 148660	CO	2	125	2105.507	SELECT GRANULAR BORROW (CV) (P)	CU YD	\$16.88	6919	0	\$0.00	6919	\$116,792.72
GRANR 148660	CO	2	126	2105.507	SUBGRADE EXCAVATION (P)	CU YD	\$14.80	6919	0	\$0.00	6919	\$102,401.20
GRANR 148660	CO	2	127	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL 2	EACH	\$16,900.00	1	0	\$0.00	1	\$16,900.00
GRANR 148660	CO	2	128	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL 1	EACH	(\$14,500.00)	1	0	\$0.00	0	\$0.00
GRANR 148660	CO	2	129	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	(\$2,350.00)	1	0	\$0.00	0	\$0.00
GRANR 148660	CO	2	130	2506.502	CONST DRAINAGE STRUCTURE DES 60-4020	EACH	\$4,700.00	1	0	\$0.00	1	\$4,700.00
GRANR 148660	CO	3	131	2104.503	SAWING BITUMINOUS PAVEMENT	L F	\$2.50	146	0	\$0.00	146	\$365.00
GRANR 148660	CO	3	132	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$7.50	88	0	\$0.00	88	\$660.00
GRANR 148660	CO	3	133	2105.507	COMMON EXCAVATION	C Y	\$32.00	22	0	\$0.00	0	\$0.00
GRANR 148660	CO	3	134	2231.604	BITUMINOUS PATCH SPECIAL 2	SY	\$81.25	88	0	\$0.00	73.2308	\$5,950.00
GRANR 148660	CO	3	135	2232.604	MILL BITUMINOUS PAVEMENT (SPECIAL)	S Y	\$10.75	680	0	\$0.00	803	\$8,632.25
GRANR 148660	CO	3	136	2360.509	1.5" BITUMINOUS OVERLAY	TON	\$122.00	225	0	\$0.00	231.87	\$28,288.14
GRANR 148660	CO	3	137	2331.609	LEVELING COURSE MIXTURE	TON	\$157.50	7	0	\$0.00	23.13	\$3,642.98

**Contract Change Item Status**

Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
GRANR 148660	CO	3	138	2504.602	ADJUST GATE VALVE & BOX	EACH	\$515.00	6	0	\$0.00	6	\$3,090.00
GRANR 148660	CO	3	139	2506.502	ADJUST RING CASTING	EACH	\$665.00	5	0	\$0.00	5	\$3,325.00
GRANR 148660	CO	3	141	2582.502	6" SOLID LINE WHITE-EPOXY	LIN FT	\$4.20	195	0	\$0.00	105	\$441.00
GRANR 148660	CO	3	142	2582.502	4" DOUBLE SOLID LINE YELLOW-EPOXY	LIN FT	\$7.15	431	0	\$0.00	494	\$3,532.10
<b>Contract Change Totals:</b>										<b>\$0.00</b>		<b>\$298,720.39</b>

<b>Contract Total</b>										<b>\$2,457,275.04</b>
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<b>Contract Change Totals</b>			
Number	Description	Amount This Request	Amount To Date
2	Additional Subgrade Excavation and 7th Street NE Storm Structure	\$0.00	\$240,793.92
3	13th Avenue Overlay	\$0.00	\$57,926.47
1	7th Street NE roadway section removed, street will now be a trail section.  Remove Salvage Ornamental Light (EA), Railing (LS), Concrete Steps (EA), and Install Ornamental light (EA) from contract.  Add 8" Concrete Valley Gutter (SY) - \$108/SY, Lighting Unit Type Special 1 (EA) - \$4,262.50, and Pavt Mssg Multi Comp Gr In (SF) - \$55.00 to contract.  All items, units, and prices have been revised in the IRA.  Original Contract = \$2,188,000 Contract Changes (Change Order 1) = (15,452.85) Revised Contract = \$2,172,547.15	\$0.00	\$0.00

<b>Material On Hand Additions</b>						
Line	Item	Description	Date	Added	Comments	

<b>Material On Hand Balance</b>						
Line	Item	Description	Date	Added	Used	Remaining



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** December 20, 2021

**AGENDA ITEM:** Void Lost Accounts Payable Check and Issue a Replacement Check

**PREPARED BY:** Laura Pfeifer

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**BACKGROUND:**

Accounts payable check #146207 issued to Robert Kubeczko on May 17, 2021 for \$250.00 is lost. Robert Kubeczko has completed an Affidavit of Lost Check.

**REQUESTED COUNCIL ACTION:**

Make a motion to void lost Accounts Payable check #146207, issue a new check and waiving bond requirements for the check issued to Robert Kubeczko in the amount of \$250.00.

AFFIDAVIT

STATE OF ) Minnesota

) SS

COUNTY OF ) Itasca

**Robert Kubezko**, being first duly sworn on oath, states that he/she resides at **36107 Cty Rd 248, Deer River, MN, 56636** and that he/she is the payee named in a check number **146207**, issued to **Robert Kubezko**, drawn by **City of Grand Rapids** dated **May 17, 2021**, for the sum of **\$250.00**; 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

*Robert Kubezko*

Subscribed and sworn to before me

This 15 day of December, 2021.

*Cindy L Phillips*  
Notary Public





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** December 20, 2021

**AGENDA ITEM:** Consider amending “City Employees as Paid-On-Call Firefighters” policy.

**PREPARED BY:** Barb Baird & Travis Cole

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### BACKGROUND:

In January 2016, the City Council approved adopting the “City Employees as Paid-On-Call Firefighters” policy. Since that time policies/regulations have been updated and now it is time for the City to make the necessary changes to be compliant.

The City of Grand Rapids currently has seven full-time employees also serving as Firefighters. These employees may respond to emergency calls during regular, full-time hours under certain circumstances. It is the City’s best interest to utilize these employees who meet the qualification of paid on-call firefighter.

### REQUESTED COUNCIL ACTION:

Make a motion to amend the “City Employees as Paid-On-Call Firefighters” policy effective immediately.

## CITY EMPLOYEES WORKING AS PAID ON-CALL FIREFIGHTERS

The City of Grand Rapids recognizes the value of having regular, full-time employees also serve as paid on-call firefighters for the fire department. Therefore, the City encourages and supports membership of regular, full-time employees as paid on-call staff.

As City employees, the best interests of Grand Rapids' residents, businesses, and visitors, and respect for the democratic process must guide our work and be placed at the forefront of everything we do. Working as a paid on-call firefighter requires commitment and sacrifice. However, it also provides the opportunity to serve the community and its residents when they need it the most.

These employees may also respond to emergency calls during regular, full-time hours under certain circumstances, ~~and it~~ is in the City's best interest to compensate employees who meet the qualification of paid on-call firefighter in order to have adequate:

- City operations; and
- Staffing levels 24 hours a day in order to support the needs of area departments providing fire protection.

A permanent part-time or full-time City employee who is also a firefighter with the Grand Rapids Fire Department (GRFD) can expect the following compensation:

1. When responding to an emergency call outside of their regular City employment hours, employees shall be paid per hour per call ~~as a paid on-call Firefighter~~ for responding to emergency calls for service and attending meetings, drills and other special details required by the Fire Chief and his/her designee. All hours worked shall be rounded up to the next full hour for purposes of determining compensation.
2. When responding to an emergency call during their regular employment shift, payment of regular department pay will continue for the time spent during the regularly scheduled shift responding to an emergency call. The employee will not have to make up any lost time in the permanent position.
3. Generally, permanent City employee(s) have the ability to sign out of their regular position in order to respond to emergency calls. An immediate supervisor may deny an employee's request to leave their regular position in order to respond to an emergency call if the employee is performing an essential job function that must be completed timely in order for city business to run efficiently. The City Administrator has final authority.
4. If an Employee is a member of the Grand Rapids Police Department working in the capacity of law enforcement, the Employee may respond to the emergency call as a Police Officer during their regular working hours, ~~and receive credit towards the call. The Employee must resume law enforcement duties upon adequate staffing by fire fighters to the call.~~

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5. An employee has the ability to report in late to the employee's regular position with the City due to responding to an emergency call. Timely notice must be given to the employee's immediate supervisor prior to responding to the emergency call. Employees may receive compensation from the GRFD or other community fire department when reporting to work as a part-time firefighter before the employee's regularly scheduled shift with the City. Regular city pay will be paid once the regularly scheduled city shift starts.
6. Overtime will be calculated as per the applicable labor agreement and/or the Fair Labor Standards Act. (See Attachment A)
7. Any overtime incurred as a result of an emergency call will be coded to the Fire Department for accounting purposes.
8. Employees who respond to a paid on-call emergency during non-regular working hours\* will report those hours on the employee's fire timesheet and be paid at the applicable paid on-call rate. Employee must note start and end time of calls ~~be paid at the applicable paid on-call rate and that time will be reported on the employee's fire timesheet, with the time noted on when the call was worked (i.e. 5:30 – 7:30 PM).~~ Any time worked by the employee as a paid on-call firefighter beyond the employee's regularly scheduled shift with the City, will be paid by GRFD or other community fire department.
9. Under no circumstances will time reported for responding to a paid on-call emergency be reflected on both the employee's regular timesheet and the employee's fire timesheet.
10. All applicable benefits and leaves shall also continue to accrue without regard to time spent on emergency calls.

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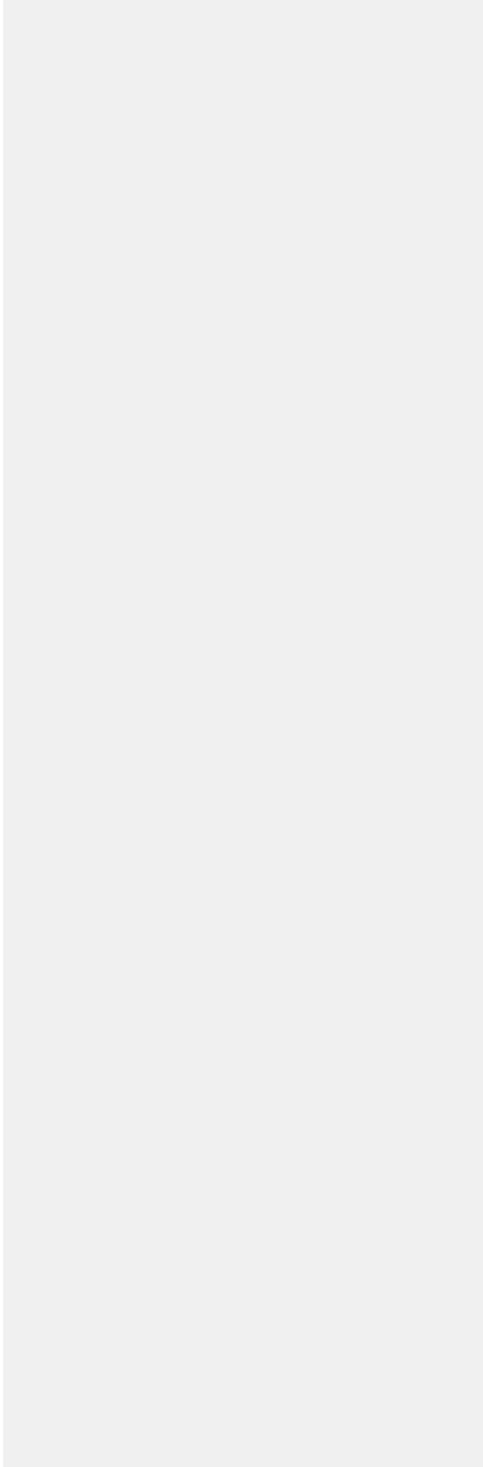
If an employee is a fire fighter on another community fire department and they are authorized to leave their regular shift with the City to go on a fire call, they do not have to take FTO or make up the hours missed.

If an employee is found in violation of this policy the employee will be subject to discipline, up to and including termination.

*\*Non-regular working hours include Flexible Time Off (FTO), Holidays, and after scheduled hours (i.e. Saturdays and Sundays).*

*Adopted January 11, 2016*

*Amended date:*



### ATTACHMENT A

#### Exempt Employees (Salary based)

- No overtime is collected
- No Firefighter pay during regularly scheduled work hours (credit for calls)
- Regular Fire Hall pay after regular working hours and weekends
- Receives regular Firefighter Hall pay on Holidays and FTO days off

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#### Non-Exempt Employees (Hourly)

- Work week is Sunday – Saturday
- No Firefighter pay during regularly scheduled work hours (credit for calls)
- Fire Hall overtime is collected if the employee has worked 40 hours within the scheduled work week.
- FTO used, comp hours used, and holidays are not considered to be worked hours worked.
- Receives regular Firefighter pay on holidays and FTO days off No pay during regularly scheduled work hours (credit for calls)
- Regular Fire Hall pay for hours missed during the regularly scheduled work week
  - a. (ex. If employee takes 8 hours FTO during the week, the first 8 hours of Fire Hall firefighter pay during that week will be at regular Firefighter Hall pay)
- Firefighter overtime is paid only after the Firefighter has worked 40 hours within the scheduled work week
  - Receives regular If the employee takes 8 hours FTO during the workweek or there is a holiday, the first 8 hours of Fire Hall firefighter pay will be at regular Firefighter pay on holidays and FTO days off (would be overtime if the employee has reached over the number of hours needed at regular pay)
    - a. Any additional fire hours over FTO used or holiday pay during the week are at overtime.

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ITEM # \_\_\_\_\_



## REQUEST FOR CITY COUNCIL CONSIDERATION

**AGENDA DATE:** December 20, 2021

**AGENDA ITEM:** Consider authorizing the Police Department to sell five (5) city owned / forfeited vehicles at the Minnesota DNR online auction.

**PREPARED BY:** Andy Morgan

### BACKGROUND:

The Police Department has used the Minnesota DNR online action in the past to dispose of city owned, forfeited and abandoned vehicles. The auction is continuously running and government agencies are observed to frequently add assets in attempts to sell such. The following vehicles are GRPD assets that were recently replaced by new squads as planned by the department's squad replacement schedule.

1. 2006 Ford Crown Victoria Sedan VIN 2FAFP71WX6X140428
2. 2009 Dodge Charger VIN 2B3KA43V59H616808

The following two (2) vehicles were utilized as unmarked investigator squads. Each were obtained by qualifying arrest / seizure laws. Each were awarded to Grand Rapids Police Department following appropriate civil court forfeiture hearings. Each were used for multiple years prior to being replaced by new unmarked squads as planned by the department's squad replacement schedule.

3. 2005 Jeep Grand Cherokee Sport Utility VIN 1J4HR48N95C612343  
(Originally Forfeited)
4. 2007 Chevy Impala Sedan VIN 2G1WT58N479322177  
(Originally Forfeited)

The following vehicle (1) obtained by qualifying arrest / seizure laws. It was awarded to Grand Rapids Police Department following appropriate civil court forfeiture hearings. This vehicle was never utilized by Grand Rapids Police Department and remains at TJ Towing.

5. 2005 Ford 500 Sedan VIN1FAHP28145G133761  
(Forfeited)

**ATTACHMENTS:**

**REQUESTED COUNCIL ACTION:**

Make a motion authorizing the Police Department to sell five (5) city owned / forfeited vehicles at the Minnesota DNR online auction.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** Dec. 20, 2021

**AGENDA ITEM:** Consider entering into Advertising Agreements with businesses at the IRA Civic Center.

**PREPARED BY:** Dale Anderson, Director of Parks & Recreation

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### BACKGROUND:

Advertising is great source of revenue at the Civic Center. The following businesses wish to enter into Agreements to have dasher board ads and/or a back-lit wall signs:

- 4U Home Health Care
- Local Boy, Inc.
- Rapid Fuel
- Dondelinger Auto Group

### REQUESTED COUNCIL ACTION:

Make a motion to enter into Advertising Agreements with businesses at the IRA Civic Center.

## AGREEMENT FOR RENTAL OF WALL LIGHTED SIGN

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

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

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

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

1. Signs will be placed on the interior walls and/or dasherboard of the IRA Civic Center only, and Lessor shall have the final decision as to exact location of each sign. The choice of each sign and location shall be on a "FIRST COME, FIRST SERVED" basis. Lessor reserves the right to take into consideration actual placement of signs to insure maximum utilization of all advertising areas on the interior walls and/or dasherboard of the IRA Civic Center.
2. The Lessee shall pay to the Lessor in consideration of the sign and/or dasherboard, the sum of \$1,200.00 in cash to the Lessor at the commencement of the rental term as set forth below.
3. The Lease term for the advertising space shall be as follows: January 1, 2022 to December 31, 2023. This contract will be automatically be renewed by the Lessor and Lessee yearly unless the Lessee provides written notice to the Lessor of their intent not to renew said lease. This written notice must be provided no later than December 1 of the year prior to the Lessee's cancellation. For example, if the lease has been automatically renewed for a third year, which would end December 31, 2023, the Lessee must notify the Lessor in writing no later than December 1, 2023 for cancellation effective December 31, 2023.
4. Lessee shall have the first right to rent the advertising signs to Lessee for successive years. Although the signed contract is due within 30 days, lessee will be invoiced and payment in full is due January 31, 2022. The Lessor reserves the right to sell sign space if the payment is not received by January 31, 2022.
5. The Advertising logo and design to be used on the signs shall be provided by the Lessee and subject to approval by the Lessor. The Lessor will not unreasonably withhold its approval of any design submitted by Lessee, however, Lessor reserves the right to set standards for the substance and appearance of any advertising to be placed in the IRA Civic Center pursuant to this Agreement.
6. The expense of setup and art work of the sign shall be borne by the Lessee.

- 7. This agreement shall not be changed unless done so in writing by the Lessee.
- 8. The Lessee’s advertising space cannot be sublet or resold.
- 9. All signs and materials are the property of the Lessor.
- 10. All maintenance of the signs will be the responsibility of the IRA Civic Center.
- 11. Lease rates and terms are \$1,200.00 per year for 2022 and 2023 for two dasherboard advertisements.

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

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

CITY OF GRAND RAPIDS (Lessor)

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

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

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

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

## AGREEMENT FOR RENTAL OF DASHER BOARD ADS

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

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

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

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

1. Signs will be placed on the interior walls and/or dasherboard of the IRA Civic Center only, and Lessor shall have the final decision as to exact location of each sign. The choice of each sign and location shall be on a "FIRST COME, FIRST SERVED" basis. Lessor reserves the right to take into consideration actual placement of signs to insure maximum utilization of all advertising areas on the interior walls and/or dasherboard of the IRA Civic Center.
2. The Lessee shall pay to the Lessor in consideration of the sign and/or dasherboard, the sum of \$1,200.00 in cash to the Lessor at the commencement of the rental term as set forth below.
3. The Lease term for the advertising space shall be as follows: January 1, 2022 to December 31, 2023. This contract will be automatically be renewed by the Lessor and Lessee yearly unless the Lessee provides written notice to the Lessor of their intent not to renew said lease. This written notice must be provided no later than December 1 of the year prior to the Lessee's cancellation. For example, if the lease has been automatically renewed for a third year, which would end December 31, 2023, the Lessee must notify the Lessor in writing no later than December 1, 2023 for cancellation effective December 31, 2023.
4. Lessee shall have the first right to rent the advertising signs to Lessee for successive years. Although the signed contract is due within 30 days, lessee will be invoiced and payment in full is due January 31, 2022. The Lessor reserves the right to sell sign space if the payment is not received by January 31, 2022.
5. The Advertising logo and design to be used on the signs shall be provided by the Lessee and subject to approval by the Lessor. The Lessor will not unreasonably withhold its approval of any design submitted by Lessee, however, Lessor reserves the right to set standards for the substance and appearance of any advertising to be placed in the IRA Civic Center pursuant to this Agreement.
6. The expense of setup and art work of the sign shall be borne by the Lessee.

- 7. This agreement shall not be changed unless done so in writing by the Lessee.
- 8. The Lessee’s advertising space cannot be sublet or resold.
- 9. All signs and materials are the property of the Lessor.
- 10. All maintenance of the signs will be the responsibility of the IRA Civic Center.
- 11. Lease rates and terms are \$600.00 per year for 2022 and 2023 for one Back-lit Wall Sign.

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

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

CITY OF GRAND RAPIDS (Lessor)

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

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

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

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

## AGREEMENT FOR RENTAL OF WALL LIGHTED SIGN

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

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

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

NOW, THEREFORE, IT IS HEREBY AGREED by the IRA Civic Center only, Lessor, and **4U Home Health Care**, Lessee, that the Lessee shall lease for a period of 2 (two) years according to the terms set forth herein and upon the following terms and conditions:

1. Signs will be placed on the interior walls and/or dasherboard of the IRA Civic Center only, and Lessor shall have the final decision as to exact location of each sign. The choice of each sign and location shall be on a "FIRST COME, FIRST SERVED" basis. Lessor reserves the right to take into consideration actual placement of signs to insure maximum utilization of all advertising areas on the interior walls and/or dasherboard of the IRA Civic Center.
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6. The expense of setup and art work of the sign shall be borne by the Lessee.

- 7. This agreement shall not be changed unless done so in writing by the Lessee.
- 8. The Lessee’s advertising space cannot be sublet or resold.
- 9. All signs and materials are the property of the Lessor.
- 10. All maintenance of the signs will be the responsibility of the IRA Civic Center.
- 11. Lease rates and terms are \$1,200.00 per year for 2022 and 2023 for two dasherboard advertisements.

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

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

CITY OF GRAND RAPIDS (Lessor)

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

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

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

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

## AGREEMENT FOR RENTAL OF WALL LIGHTED SIGN

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

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

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

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

1. Signs will be placed on the interior walls and/or dasherboard of the IRA Civic Center only, and Lessor shall have the final decision as to exact location of each sign. The choice of each sign and location shall be on a "FIRST COME, FIRST SERVED" basis. Lessor reserves the right to take into consideration actual placement of signs to insure maximum utilization of all advertising areas on the interior walls and/or dasherboard of the IRA Civic Center.
2. The Lessee shall pay to the Lessor in consideration of the sign and/or dasherboard, the sum of \$1,200.00 in cash to the Lessor at the commencement of the rental term as set forth below.
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- 7. This agreement shall not be changed unless done so in writing by the Lessee.
- 8. The Lessee’s advertising space cannot be sublet or resold.
- 9. All signs and materials are the property of the Lessor.
- 10. All maintenance of the signs will be the responsibility of the IRA Civic Center.
- 11. Lease rates and terms are \$1,200.00 per year for 2022 and 2023 for two dasherboard advertisements.

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

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

CITY OF GRAND RAPIDS (Lessor)

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

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

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

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** December 20, 2021

**AGENDA ITEM:** Consider final pay applications and change orders for new Fire Hall.

**PREPARED BY:** Nathan Morlan

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### BACKGROUND:

Description of New Fire Hall Change Orders are as follows:

Max Gray contract change order #9 includes overhead door changes, and kitchen casework changes for the amount of \$4,547.96.

Shannon's Mechanical contract change order #5 includes changes to add operating controls to the HVAC Air Exchanger for the amount of \$6,237.

McDowall Company contract change order #4 includes the addition of downspouts to the roof drain system for the amount of \$2,232.

Description of New Fire Hall Final Pay Applications are as follows:

Max Gray Construction Company final pay application for the amount of \$38,650.20.

TNT Construction Group, LLC Police Evidence Addition final pay application for the amount of \$16,919.39.

### REQUESTED COUNCIL ACTION:

Make a motion to approve New Fire Hall change orders from Max Gray Construction Company, Shannon's Mechanical Inc., and McDowall Company and final pay applications from Max Gray Construction Company for the Fire Hall and TNT Construction Group, LLC for the Police Evidence addition.



**CCO #** Item 18.

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

**Project:** S20020C - Grand Rapids Fire Department  
11th Street SE  
Grand Rapids, Minnesota 55744

## Contract Change Order #009: CE #074 - Overhead Door

<b>CONTRACT COMPANY:</b>	Max Gray Construction, Inc. 2501 5th Ave W Hibbing, Minnesota 55746	<b>CONTRACT FOR:</b>	SC-S20020C-005:WS 004 General Construction Phase 2 Max Gray
<b>DATE CREATED:</b>	11/23/2021	<b>CREATED BY:</b>	Mark Cobb (ICS - Park Rapids, MN)
<b>CONTRACT STATUS:</b>	Pending - In Review	<b>REVISION:</b>	0
<b>REQUEST RECEIVED FROM:</b>		<b>LOCATION</b>	
<b>DESIGNATED REVIEWER:</b>	Mark Cobb (ICS - Park Rapids, MN)	<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>		<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>REFERENCE:</b>		<b>CHANGE REASON:</b>	Design Development
<b>PAID IN FULL:</b>	No	<b>EXECUTED:</b>	No
<b>ACCOUNTING METHOD:</b>	Amount Based	<b>SCHEDULE IMPACT:</b>	0 days
<b>FIELD CHANGE:</b>	No	<b>TOTAL AMOUNT:</b>	\$4,547.96

**DESCRIPTION:**  
CE #074 - Overhead Door  
Submit Pricing for the work on the Field Work Order for the Paint, the change for the casework sizing and for the overhead door change cost

**ATTACHMENTS:**  
[2050-00-GR\\_FIRE\\_DEPT.NEW\\_SITE\\_PHASE\\_2-025-Door\\_Manufacture\\_switch\\_upcharge\\_due\\_to\\_unavailability\\_of\\_specified-2021-11-11.pdf](#)
[2050-00-GR\\_FIRE\\_DEPT.NEW\\_SITE\\_PHASE\\_2-040-FWO\\_Painting-2021-11-11.pdf](#)
[2050-00-GR\\_FIRE\\_DEPT.NEW\\_SITE\\_PHASE\\_2-042-ICS\\_CE\\_63\\_Modify\\_casework\\_after\\_field\\_verification\\_due\\_to\\_hood\\_mo\\_2021-11-11.pdf.pdf](#)
[20210517\\_Casework\\_RFI\\_upper\\_cabinet\\_and\\_printer\\_station\\_top\(1\).pdf](#)
[door\\_switch.docx](#)
[FWO\\_Painting.pdf](#)

**CHANGE ORDER LINE ITEMS:**  
**CCO #009**

#	Cost Code	Description	Type	Amount
1	A.-5.06 - WS 04 General Construction	Overhead Door	Other	\$ 4,547.96
<b>Subtotal:</b>				<b>\$4,547.96</b>
<b>Grand Total:</b>				<b>\$4,547.96</b>

The original (Contract Sum)	\$ 643,500.00
Net change by previously authorized Change Orders	\$ 38,544.38
The contract sum prior to this Change Order was	\$ 682,044.38
The contract sum would be changed by this Change Order in the amount of	\$ 4,547.96
The new contract sum including this Change Order will be	\$ 686,592.34
The contract time will not be changed by this Change Order by 0 days	

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

Max Gray Construction, Inc.  
2501 5th Ave W  
Hibbing Minnesota 55746

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

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

*Mark Cobb*  
SIGNATURE DATE  
11/29/2021

*James Abrahamson*  
SIGNATURE DATE  
11/23/2021

SIGNATURE DATE

SIGNATURE DATE



## CHANGE EVENT #025 - Door Manufacture switch upcharge due to unavailability of specified

**Origin:**

**Date Created:** 6/2/2021

**Created By:** Bryan Ross

**Status:** Open

**Scope:** In Scope

**Type:** Owner Change

**Change Reason:** Existing Condition

**Description:** sent in an email on 4/7/21

**Attachments:** [door switch.docx](#)

### CHANGE EVENT LINE ITEMS

Budget Code	Vendor / Contract	Revenue			Cost				Over/ Under	Budget Mod.
		ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.	Latest Cost		
08-3600.SUB	DOORCO	\$0.00		\$0.00	\$3,632.50			\$3,632.50	\$(3,632.50)	
Overhead	2050-00-2033									
Doors.Subcontractors										
Description: door change upcharge										
<b>Grand Totals</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,632.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,632.50</b>	<b>\$(3,632.50)</b>	<b>\$0.00</b>



## CHANGE EVENT #040 - FWO Painting

**Origin:**

**Date Created:** 8/13/2021      **Created By:** Bryan Ross  
**Status:** Open      **Scope:** Out of Scope  
**Type:** Owner Change      **Change Reason:** Client Request

**Description:**

**Attachments:** [FWO Painting.pdf](#)

### CHANGE EVENT LINE ITEMS

Budget Code	Vendor / Contract	Revenue			Cost				Over/ Under	Budget Mod.
		ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.	Latest Cost		
09-9000.SUB Painting.Subcontractor s	REGIONAL CONTRACTING & PAINTIN 2050-00-2038	\$174.00		\$174.00	\$174.00			\$174.00	\$0.00	
90-3000.OTH General Mark-up.Other	Max Gray Construction, Inc.	\$17.40		\$17.40	\$17.40			\$17.40	\$0.00	
90-3005.OTH Bond - Mark-up.Other	Max Gray Construction, Inc.	\$1.91		\$1.91	\$1.91			\$1.91	\$0.00	
<b>Grand Totals</b>		<b>\$193.31</b>	<b>\$0.00</b>	<b>\$193.31</b>	<b>\$193.31</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$193.31</b>	<b>\$0.00</b>	<b>\$0.00</b>

Description:  
FWO



## CHANGE EVENT #042 - ICS CE #63 Modify casework after field verification due to hood moving

**Origin:**

**Date Created:** 8/13/2021      **Created By:** Bryan Ross  
**Status:** Open      **Scope:** Out of Scope  
**Type:** Owner Change      **Change Reason:** Design Development

**Description:**

**Attachments:** [20210517 Casework RFI\\_upper cabinet and printer station top.pdf](#)

### CHANGE EVENT LINE ITEMS

Budget Code	Vendor / Contract	Revenue			Cost				Over/ Under	Budget Mod.
		ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.	Latest Cost		
12-3000.SUB Manufactured Cabinets & Casewk.Subcontractors	BENSON CABINETS & COUNTERTOPS 2050-00-2040	\$650.00		\$650.00	\$650.00			\$650.00	\$0.00	
90-3000.OTH General Mark-up.Other	Max Gray Construction, Inc.	\$65.00		\$65.00	\$65.00			\$65.00	\$0.00	
90-3005.OTH Bond - Mark-up.Other	Max Gray Construction, Inc.	\$7.15		\$7.15	\$7.15			\$7.15	\$0.00	
<b>Grand Totals</b>		<b>\$722.15</b>	<b>\$0.00</b>	<b>\$722.15</b>	<b>\$722.15</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$722.15</b>	<b>\$0.00</b>	<b>\$0.00</b>

Description:  
remake cabinet after field verification



**BENSON CABINETS AND TOPS,**

Item 18.

3905 EAST BENSON ROAD  
SUPERIOR, WI 54880  
OFFICE: 715.399.8200  
FAX: 715.399.8886

Date: May 17, 2021

To: Bryan Ross, Max Gray Construction

From: Benson Cabinets and Tops, LLC.

Re: City of Grand Rapids  
New Fire Hall 2020  
Casework installation  
Request for information (RFI)

During casework installation Jason, ICS and Glenn Plante, Benson Cabinets and Tops, reviewed the casework layout. Two conflicts have been identified that will require clarification.

- Refer to elevation 20/A7.1.
  - Upper cabinet to the left of the fume hood is shown 36” wide. Clear space available is 35 3/8” on site. Recommend fabricating a new cabinet 33” wide.
  - Cabinet fabrication cost is \$650.00 (Six hundred fifty dollars and 00/100)
- Refer to ASI #13, floor plan 1/A7.1 and elevation 33/A7.1.
  - Jason indicated that the printer is freestanding, elevation shows supported by the top. Should the top be fabricated for a freestanding printer or countertop unit. It was indicated to stop the top at the rain leader chase.

Please notify the author in writing if anything is incorrect or missed at [aaron@bensoncabinetsandtops.com](mailto:aaron@bensoncabinetsandtops.com) or call 715-399-8200. RFI has been submitted via Procore and emailed.

Cc: Nadine Kern, Max Gray Construction – Project Manager Assistant

Regards,

*Aaron R. Hansen*

# DOORCO

4871 RICE LAKE RD.  
Duluth, MN 55803

T: 218-349-3715  
F: 218-461-3715

**COR #2 4-5-21**

DATE: April 5, 2021

**PROJECT: CITY OF GRAND RAPIDS - NEW FIRE HALL 2020**

## WORK SCOPE #4

DESCRIPTION		AMOUNT
<b>083313 COILING COUNTER DOOR:</b> , (1) 4-8 X 4-8 CORNELL COUNTER DOOR ANODIZED ALUMINUM, CRANK OPERATED, KEYED LOCK ON BOTH SIDES		
<b>083613 SECTIONAL DOORS:</b> (14) 14-2 X 14 CLOPAY MODEL 3720, <b>WHITE COLOR</b> , FULL ROW OF 24 X 12 INSULATED WINDOWS WITH BLACK FRAMES 3 <sup>RD</sup> SECTION, 3" HIGH LIFT TRACK, 65,000 CYCLE SPRINGS, WEATHER SEALS		
REMOVE (5) DOORS ( <b>RED COLOR</b> ) AND OPERATORS FROM OLD FIRE HALL AND RE-INSTALL IN NEW BUILDING.		
	<b>EXISTING CONTRACT</b>	<b>\$105,000.00</b>
ASI #8 REMOVE DOOR 124B (OWNERS DOOR) "LABOR ONLY"	CREDIT:	<b>-\$1,000.00</b>
	<b>REVISED CONTRACT</b>	<b>\$104,000.00</b>
<b>CHANGE DOORS TO AMARR COMMERCIAL BROWN (6 WEEK LEAD TIME)</b>		<b>\$7,265.00</b>

### "ALL ELECTRICAL BY OTHERS"

BID PER AVAILABLE PLANS AND SPEC'S  
FURNISH AND INSTALL COMPLETE ON PREPARED OPENINGS

*ALL MATERIAL AND LABOR GUARANTEED AS SPECIFIED  
PRICES SUBJECT TO CHANGE AFTER 60 DAYS*

BY: DEAN LIPE  
[dean@doorco.us](mailto:dean@doorco.us)

ACCEPTED:  
DATE:



# FIELD WORK ORDER

<b>Contractor:</b> <i>Regional contracting + paint</i>	<b>FWO Number:</b>
<b>Address:</b>	<b>Date:</b>
	<b>ICS Project #:</b> <i>Fire Hall</i>
	<b>Project Name</b>

In accordance with the Project Specifications, you are hereby authorized and instructed to perform the described work herein. Work is to be performed on a time and material basis. Labor unit rates are to be agreed on by all parties prior to the commencement of work. Material and equipment costs to be itemized as per the contract. **Daily time/material/equipment sheets must be signed and dated by the Construction Manager each day work is being performed.** Work performed without a daily approval will not be paid. Work shall not extend beyond projected estimates without obtaining approval. Upon completion of this work, an itemized breakdown is to be submitted with copies of the signed daily sheets before a change order can be issued. ICS holds the right to review the final scope and costs to ensure that the work is outside of the contract documents.

**DESCRIPTION:**

*14 window returns 28 Hrs.  
 7 door returns 14 Hrs.  
 2 Hrs. To permit Ceiling in Apparatus Bay after pressure washing*

*Jason w/ICS 307-920-0649*

**Projected Time:**

**Projected Equipment:**

**Projected Material:**

**Received by:**

\_\_\_\_\_  
**Contractor**

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Owner**

\_\_\_\_\_  
**ate**

**Issued by:** *[Signature]*

**Construction Manager - ICS**

*7/13/21*  
**Date**

*Door installed after initial d  
 finish applied Extra  
 Time for Out Sequence +*

Regional Contracting and Painting

PO Box 16661  
 Duluth, MN 55816

**Inv** Item 18.

Date	Invoice #
8/12/2021	ICS - GRFD

Bill To
ISC c/o Max Gray RE: Grand Rapids Fire Dept

P.O. No.	Terms	Project
Grand Rapids Fir...	Due on receipt	

Quantity	Description	Rate	Amount
28	Hourly Labor Rate, 14 window returns	87.00	2,436.00
14	Hourly Labor Rate, 7 door returns	87.00	1,218.00
2	Hourly Labor Rate, paint ceiling in apparatus bay after pressure washing	87.00	174.00
		<b>Total</b>	\$3,828.00



**CCO #** Item 18.

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

**Project:** S20020C - Grand Rapids Fire Department  
 11th Street SE  
 Grand Rapids, Minnesota 55744

## Contract Change Order #005: CE #073 - ERV Change

<b>CONTRACT COMPANY:</b> Shannon's Inc. 1919 Main Ave International Falls, Minnesota 56649	<b>CONTRACT FOR:</b> SC-S20020C-007:WS 006 Mechanical Phase 2 Shannon's
<b>DATE CREATED:</b> 12/02/2021	<b>CREATED BY:</b> Mark Cobb (ICS - Park Rapids, MN)
<b>CONTRACT STATUS:</b> Pending - In Review	<b>REVISION:</b> 0
<b>REQUEST RECEIVED FROM:</b>	<b>LOCATION:</b>
<b>DESIGNATED REVIEWER:</b> Mark Cobb (ICS - Park Rapids, MN)	<b>REVIEWED BY:</b>
<b>DUE DATE:</b>	<b>REVIEW DATE:</b>
<b>INVOICED DATE:</b>	<b>PAID DATE:</b>
<b>REFERENCE:</b>	<b>CHANGE REASON:</b> Client Request
<b>PAID IN FULL:</b> No	<b>EXECUTED:</b> No
<b>ACCOUNTING METHOD:</b> Amount Based	<b>SCHEDULE IMPACT:</b> 0 days
<b>FIELD CHANGE:</b> No	<b>TOTAL AMOUNT:</b> \$6,237.00

**DESCRIPTION:**  
CE #073 - ERV Change  
 Submit an itemized line proposal for the Change Event to add controls for the ERV

**ATTACHMENTS:**  
[QUOTE.pdf](#)

**CHANGE ORDER LINE ITEMS:**  
**CCO #005**

#	Cost Code	Description	Type	Amount
1	A.-5.08 - WS 06 Mechanical	ERV Change	Other	\$ 6,237.00
<b>Subtotal:</b>				\$6,237.00
<b>Grand Total:</b>				<b>\$6,237.00</b>

The original (Contract Sum)	\$ 700,000.00
Net change by previously authorized Change Orders	\$ 24,242.50
The contract sum prior to this Change Order was	\$ 724,242.50
The contract sum would be changed by this Change Order in the amount of	\$ 6,237.00
The new contract sum including this Change Order will be	\$ 730,479.50
The contract time will not be changed by this Change Order by 0 days	

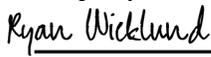
**ICS**  
 104 Park Ave N, Suite 201  
 Park Rapids, Minnesota 56470

**Shannon's Inc.**  
 1919 Main Ave  
 International Falls Minnesota 56649

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

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

DocuSigned by:  
  
 SIGNATURE DATE  
 12/8/2021

DocuSigned by:  
  
 SIGNATURE DATE  
 12/8/2021

SIGNATURE DATE

SIGNATURE DATE



## ***Grand Rapids Fire Hall Memorandum #2***

10-12-21

Cost for Control Contractor to provide Control of ERV as noted in Memorandum #2 as follows:

JCI Costs:     \$5,670.00  
10% Markup    \$567.00

Total cost:    \$6,237.00

## MEMORANDUM – 002

Date	10/6/21
Project #	2020203
Project Name	Grand Rapids Fire Hall
Project Location	Grand Rapids, MN
Description	ERV Operation

Below is a description of suggested operation sequence and setpoints for the Energy Recovery Unit.

### **Economizer Mode**

When the outside air temperature is below 55 deg F (Adjustable) then the economizer sequence will be activated and the outside air, bypass, and exhaust dampers shall modulate to maintain the discharge air temperature at setpoint. The outside airflow shall not be allowed to drop below the minimum outdoor airflow setting.

When the outdoor air temperature is above 55 deg F, the economizer sequence shall be deactivated and the outside air, bypass and exhaust dampers shall modulate to maintain the outside airflow at minimum setpoint.

### **Defrost Mode**

The specified unit is capable of operating without internal frosting at -10 deg F and 40% RH indoor humidity.

When the supply air discharge temperature drops below 40 deg F (adjustable) the outside air damper shall be closed, the supply fan shall be off, and the unit shall operate exhaust only for 30 minutes (adjustable).

If supply air discharge temp continues to drop below 40 deg F (adjustable) the supply and exhaust fans shall be turned off and the outside air and exhaust air dampers shall be closed for a period of 30 minutes (adjustable)

Sincerely,  
Obernel Engineering

## Ryan Wicklund

---

**From:** Ryan Wicklund  
**Sent:** Tuesday, October 12, 2021 7:32 AM  
**To:** Ryan Wicklund  
**Subject:** FW: GR Fire Hall ERV  
**Attachments:** MEMORANDUM\_002.pdf

**From:** Brian C Schmidt <Brian.C.Schmidt@jci.com>  
**Sent:** Friday, October 8, 2021 1:24 PM  
**To:** Ryan Wicklund <rwicklund@shannonsinc.us>  
**Cc:** Tom Hardy <tom.hardy@shannonsinc.us>; David Hebig <dhebig@shannonsinc.us>; Austin Magnuson <austin.magnuson@jci.com>  
**Subject:** FW: GR Fire Hall ERV

Hi Ryan –

Good afternoon. Yes, we would be able to do this. This is less control work than we were asked to quote previously.

**JCI material and labor to provide controls for ERV, per Memorandum 002 = \$5,670**

Please let me or Austin know if you have any questions.

Thanks,

Brian Schmidt  
Johnson Controls  
4627 Airpark Blvd  
Duluth, MN 55811  
218-391-8853 (phone)

=



**CCO #** Item 18.

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

**Project:** S20020C - Grand Rapids Fire Department  
 11th Street SE  
 Grand Rapids, Minnesota 55744

## Contract Change Order #004: CE #065 - ASI 18 Downspout South Canopy & Epoxy build up for roll in shower

<b>CONTRACT COMPANY:</b> McDowall Company 1431 Prosper Drive Waite Park, Minnesota 56387	<b>CONTRACT FOR:</b> SC-S20020C-004:WS 003 Roofing McDowall
<b>DATE CREATED:</b> 12/06/2021	<b>CREATED BY:</b> Mark Cobb (ICS - Park Rapids, MN)
<b>CONTRACT STATUS:</b> Pending - In Review	<b>REVISION:</b> 0
<b>REQUEST RECEIVED FROM:</b>	<b>LOCATION</b>
<b>DESIGNATED REVIEWER:</b> Mark Cobb (ICS - Park Rapids, MN)	<b>REVIEWED BY:</b>
<b>DUE DATE:</b>	<b>REVIEW DATE:</b>
<b>INVOICED DATE:</b>	<b>PAID DATE:</b>
<b>REFERENCE:</b>	<b>CHANGE REASON:</b> No Change Reason
<b>PAID IN FULL:</b> No	<b>EXECUTED:</b> No
<b>ACCOUNTING METHOD:</b> Amount Based	<b>SCHEDULE IMPACT:</b> 0 days
<b>FIELD CHANGE:</b> No	<b>TOTAL AMOUNT:</b> \$2,232.00

**DESCRIPTION:**  
 CE #065 - ASI 18 Downspout South Canopy & Epoxy build up for roll in shower  
 Please see attached ASAI 18 and provide a detailed cost estimate for the Work

**ATTACHMENTS:**  
[GR Fire.pdf](#) [20067 ASI 18 - Punch List Items.pdf](#)

**CHANGE ORDER LINE ITEMS:**

**CCO #004**

#	Cost Code	Description	Type	Amount
1	A.-5.05 - WS 03 Roofing		Other	\$ 2,232.00
<b>Subtotal:</b>				<b>\$2,232.00</b>
<b>Grand Total:</b>				<b>\$2,232.00</b>

The original (Contract Sum)	\$ 344,700.00
Net change by previously authorized Change Orders	\$ 5,262.00
The contract sum prior to this Change Order was	\$ 349,962.00
The contract sum would be changed by this Change Order in the amount of	\$ 2,232.00
The new contract sum including this Change Order will be	\$ 352,194.00
The contract time will not be changed by this Change Order by 0 days	

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

McDowall Company  
 1431 Prosper Drive  
 Waite Park Minnesota 56387

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

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

DocuSigned by:  
  
 SIGNATURE DATE  
 12/6/2021

DocuSigned by:  
  
 SIGNATURE DATE  
 12/6/2021

SIGNATURE DATE

SIGNATURE DATE



**MASTERING**  
the **Elements**

## CHANGE ORDER PROPOSAL

November 15, 2021

ICS  
Grand Rapids Fire Department

**ATTENTION:** Sean

**PROJECT NAME:** Grand Rapids Fire Department  
**PROPOSAL REQUEST NUMBER:** Downspout-Gutter

**DESCRIPTION OF CHANGE:**

Fabricate and install new downspout sytem modifying the existing scupper into a primary with downspout off set into a small gutter into another downspout located at the South small entry. Work is figured to be done while we are in the area through Septemeber.

DESCRIPTION OF COSTS:	Labor:	Materials:	Subcontract:
McDowall Company			\$ -
<b>Subtotals</b>	\$ -	\$ -	\$ -
<b>Sales Tax at 7.375% on Materials</b>	\$ -		\$ -
<b>O&amp;P at 10% on Labor and Materials</b>			\$ -
<b>Profit at 5% on Subcontractors</b>	\$ -	\$ -	
<b>Totals</b>			\$ -

**TOTAL PRICE OF CHANGE PROPOSAL: \$ 2,232.00**

SEE PAGE 2 FOR BREAKDOWN OF THIS CHANGE PROPOSAL.

THIS PROPOSAL IS VOID UNLESS NOTIFICATION TO PROCEED IS RECEIVED IN WRITING WITHIN 30 WORKDAYS.

EXCLUSIONS:

LEAD TIME ON EQUIPMENT: TBD

**Submitted By:** Jay Mumm Project Manager McDowall Co. 11/15/2021  
Jay Mumm Title Company Date



Roofing



Heating



Air Conditioning



Energy Management



P.O. Box 606 • Waite Park, MN 56387 • Phone: 320-251-8640 • Fax: 320-251-9317 • www.mcdowallco.com

Equal Opportunity Employer/Contractor



# ASI Architects Supplemental Instructions



**Project Name** Grand Rapids Fire Hall  
**Project No** 020067.00

**Project Address**  
**Owner** Grand Rapids Fire Department

**Contractor Name**

**ASI No** **18**

*The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.*

*If these supplemental instructions cause a change in the Contract Sum or Contract Time, submit a Proposal Request to the Architect for review and comment. DO NOT PROCEED with the Work until the Proposal Request is approved by the Architect.*

**ASI Date** 8/16/2021  
**ASI Title** **Punch List Items**

**ASI Description**

A51.: West Elevation and South Elevation showing downspout at gridline 1 and H.  
 A6.3: Downspout to scupper detail  
 A7.1: Toilet & Hose Drying Enlarged Plan showing epoxy curb for shower.  
 A8.1: 13/A8.1 Epoxy Curb Detail added.

**ASI Attachments**

- 1  020067.00 Grand Rapids Fire Hall ASI 18.pdf
- 2
- 3

DOCUMENT SUMMARY SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
City of Grand Rapids
420 North Pokegama Ave
Grand Rapids, Minnesota 55744

PROJECT:
Grand Rapids Fire Department
11th Street SE
Grand Rapids, Minnesota 55744

APPLICATION NO: 9 FINAL
INVOICE NO:
PERIOD: 11/01/21 - 11/30/21
PROJECT NO: S20020C
CONTRACT DATE: 12/04/2020

FROM SUBCONTRACTOR:
Max Gray Construction, Inc.
2501 5th Ave W
Hibbing, Minnesota 55746

SUBCONTRACT DATE: 12 /4 /2020

SUBCONTRACT FOR: WS 004 General Construction Phase 2 Max Gray
SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

- 1. Original Contract Sum \$ 643,500.00
2. Net change by change orders \$ 43,092.34
3. Contract sum to date (line 1 ± 2) \$ 686,592.34
4. Total completed and stored to date (Column G on detail sheet) \$ 686,592.34
5. Retainage:
a. 0.00% of completed work: \$ 0.00
b. 0.00% of stored material: \$ 0.00
6. Total retainage (Line 5a + 5b or total in column I of detail sheet) \$ 0.00
7. Total earned less retainage \$ 686,592.34
8. Less previous certificates for payment (Line 4 less Line 5 Total) \$ 647,942.14
9. Current payment due: \$ 38,650.20
Balance to finish, including retainage (Line 3 less Line 6) \$ 0.00

Table with 3 columns: CHANGE ORDER SUMMARY, ADDITIONS, DEDUCTIONS. Rows include Total changes approved in previous months by Owner, Total approved this Month, and Net change by change orders.

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner, and that current payments shown herein is now due.

SUBCONTRACTOR: Max Gray Construction, Inc.

By: [Signature]
State of: Minnesota
County of: St. Louis
Subscribed and sworn to before me this 24th day of November, 2021

Date: 11/24/2021



Notary Public: [Signature]
My commission expires: 1/31/2026

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 38,650.20

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified)

CONSTRUCTION MANAGER: [Signature]

Date: 12/13/2021

D83D6FFA0215413

ARCHITECT: (NOTE: If multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)

By: [Signature] Date: [Signature]

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Item 18.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 9  
APPLICATION DATE: 11/25/2021  
PERIOD: 11/01/21 - 11/30/21  
ARCHITECTS/ENGINEERS PROJECT NO:

A ITEM NO.	B COST CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D ORE)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G / C)	I BALANCE TO FINISH (C - G)	I RETAINAGE
				D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD					
1	A-5.06 - WS 04 General Construction	GENERAL CONDITIONS	\$ 44,955.00	\$ 44,955.00	\$ 0.00	\$ 0.00	\$ 44,955.00	100.00%	\$ 0.00	\$ 0.00
2	A-5.06 - WS 04 General Construction	MOBILIZATION	\$ 1,500.00	\$ 1,500.00	\$ 0.00	\$ 0.00	\$ 1,500.00	100.00%	\$ 0.00	\$ 0.00
3	A-5.06 - WS 04 General Construction	BONDS/INSURANCE /PERMITS	\$ 6,000.00	\$ 6,000.00	\$ 0.00	\$ 0.00	\$ 6,000.00	100.00%	\$ 0.00	\$ 0.00
4	A-5.06 - WS 04 General Construction	MASONRY	\$ 16,980.00	\$ 16,980.00	\$ 0.00	\$ 0.00	\$ 16,980.00	100.00%	\$ 0.00	\$ 0.00
5	A-5.06 - WS 04 General Construction	STRUCTURAL STEEL MATERIAL	\$ 5,158.00	\$ 5,158.00	\$ 0.00	\$ 0.00	\$ 5,158.00	100.00%	\$ 0.00	\$ 0.00
6	A-5.06 - WS 04 General Construction	ERECTION SUB	\$ 7,250.00	\$ 7,250.00	\$ 0.00	\$ 0.00	\$ 7,250.00	100.00%	\$ 0.00	\$ 0.00
7	A-5.06 - WS 04 General Construction	ROUGH CARPENTRY MATERIAL	\$ 31,650.00	\$ 31,650.00	\$ 0.00	\$ 0.00	\$ 31,650.00	100.00%	\$ 0.00	\$ 0.00
8	A-5.06 - WS 04 General Construction	ROUGH CARPENTRY LABOR	\$ 40,448.00	\$ 40,448.00	\$ 0.00	\$ 0.00	\$ 40,448.00	100.00%	\$ 0.00	\$ 0.00
9	A-5.06 - WS 04 General Construction	CASEWORK SUB	\$ 24,214.00	\$ 24,214.00	\$ 0.00	\$ 0.00	\$ 24,214.00	100.00%	\$ 0.00	\$ 0.00
10	A-5.06 - WS 04 General Construction	DAMPROOFING SUB	\$ 13,360.00	\$ 13,360.00	\$ 0.00	\$ 0.00	\$ 13,360.00	100.00%	\$ 0.00	\$ 0.00
11	A-5.06 - WS 04 General Construction	METAL PANELS SUB	\$ 9,495.00	\$ 9,495.00	\$ 0.00	\$ 0.00	\$ 9,495.00	100.00%	\$ 0.00	\$ 0.00
12	A-5.06 - WS 04 General Construction	SIDING MATERIAL	\$ 4,000.00	\$ 4,000.00	\$ 0.00	\$ 0.00	\$ 4,000.00	100.00%	\$ 0.00	\$ 0.00
13	A-5.06 - WS 04 General Construction	SIDING LABOR	\$ 4,000.00	\$ 4,000.00	\$ 0.00	\$ 0.00	\$ 4,000.00	100.00%	\$ 0.00	\$ 0.00
14	A-5.06 - WS 04 General Construction	DOORS FRAMES AND HARDWARE MATERIALS	\$ 42,337.00	\$ 42,337.00	\$ 0.00	\$ 0.00	\$ 42,337.00	100.00%	\$ 0.00	\$ 0.00
15	A-5.06 - WS 04 General Construction	DFH INSTALLATION LABOR	\$ 13,310.00	\$ 13,310.00	\$ 0.00	\$ 0.00	\$ 13,310.00	100.00%	\$ 0.00	\$ 0.00
16	A-5.06 - WS 04 General Construction	OH DOOR/COILING DOOR SUB	\$ 105,000.00	\$ 105,000.00	\$ 0.00	\$ 0.00	\$ 105,000.00	100.00%	\$ 0.00	\$ 0.00
17	A-5.06 - WS 04 General Construction	ALUMINUM WINDOWS/STOREFRONTS SUB	\$ 39,940.00	\$ 39,940.00	\$ 0.00	\$ 0.00	\$ 39,940.00	100.00%	\$ 0.00	\$ 0.00
18	A-5.06 - WS 04 General Construction	GYP SUM SYSTEMS MATERIALS	\$ 34,021.00	\$ 34,021.00	\$ 0.00	\$ 0.00	\$ 34,021.00	100.00%	\$ 0.00	\$ 0.00
19	A-5.06 - WS 04 General Construction	GYP SUM SYSTEMS LABOR	\$ 28,260.00	\$ 28,260.00	\$ 0.00	\$ 0.00	\$ 28,260.00	100.00%	\$ 0.00	\$ 0.00
119										\$ 0.00

Item 18.

CONTINUATION SHEET

DOCUMENT DETAIL SHEET

A ITEM NO.	B COST CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D ORE)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
20	A-5.06 - WS 04 General Construction	FLOORING SUB	\$ 12,644.00	\$ 12,644.00	\$ 0.00	\$ 0.00	\$ 12,644.00	100.00%	\$ 0.00	\$ 0.00
21	A-5.06 - WS 04 General Construction	ACOUSTICAL CEILINGS	\$ 15,801.00	\$ 15,801.00	\$ 0.00	\$ 0.00	\$ 15,801.00	100.00%	\$ 0.00	\$ 0.00
22	A-5.06 - WS 04 General Construction	PAINTING SUB	\$ 45,788.00	\$ 45,788.00	\$ 0.00	\$ 0.00	\$ 45,788.00	100.00%	\$ 0.00	\$ 0.00
23	A-5.06 - WS 04 General Construction	FLOOR COATING SUB	\$ 76,160.00	\$ 76,160.00	\$ 0.00	\$ 0.00	\$ 76,160.00	100.00%	\$ 0.00	\$ 0.00
24	A-5.06 - WS 04 General Construction	CAST LETTERS SUB	\$ 9,162.00	\$ 9,162.00	\$ 0.00	\$ 0.00	\$ 9,162.00	100.00%	\$ 0.00	\$ 0.00
25	A-5.06 - WS 04 General Construction	ACCESSORIES MATERIALS	\$ 3,586.00	\$ 3,586.00	\$ 0.00	\$ 0.00	\$ 3,586.00	100.00%	\$ 0.00	\$ 0.00
26	A-5.06 - WS 04 General Construction	ACCESSORIES LABOR	\$ 2,691.00	\$ 2,691.00	\$ 0.00	\$ 0.00	\$ 2,691.00	100.00%	\$ 0.00	\$ 0.00
27	A-5.06 - WS 04 General Construction	WINDOW TREATMENT MATERIAL	\$ 4,440.00	\$ 4,440.00	\$ 0.00	\$ 0.00	\$ 4,440.00	100.00%	\$ 0.00	\$ 0.00
28	A-5.06 - WS 04 General Construction	WINDOW TREATMENT LABOR	\$ 1,350.00	\$ 1,350.00	\$ 0.00	\$ 0.00	\$ 1,350.00	100.00%	\$ 0.00	\$ 0.00
<b>TOTALS:</b>			\$ 643,500.00	\$ 643,500.00	\$ 0.00	\$ 0.00	\$ 643,500.00	100.00%	\$ 0.00	\$ 0.00

Item 18.

CONTINUATION SHEET

DOCUMENT DETAIL SHEET

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G / C)	I BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)							
29	CCO # 001 CE #008 - Door Hardware									
29.1	A-5.06 Door Hardware	(\$1,815.93)	(\$1,815.93)		\$ 0.00	\$ 0.00	(\$1,815.93)	100.00%	\$ 0.00	\$ 0.00
30	CCO # 002 CE #015 - ASI/PR #8 - Omission of Gridline 13 wall									
30.1	A-5.06 ASI/PR #8 - Omission of Gridline 13 wall	(\$34,048.54)	(\$34,048.54)		\$ 0.00	\$ 0.00	(\$34,048.54)	100.00%	\$ 0.00	\$ 0.00
31	CCO # 003 CE #017 - Set Up and Tear Down of Ground Thaw Units									
31.1	A-5.06 Set Up and Tear Down of Ground Thaw Units	\$ 10,329.59	\$ 10,329.59		\$ 0.00	\$ 0.00	\$ 10,329.59	100.00%	\$ 0.00	\$ 0.00
32	CCO # 004 CE #021 - Furr out Walls in Training Room   CE #022 - FRP in Janitor Closet									
32.1	A-5.06 Furr out Walls in Training Room	\$ 8,922.44	\$ 8,922.44		\$ 0.00	\$ 0.00	\$ 8,922.44	100.00%	\$ 0.00	\$ 0.00
32.2	A-5.06 FRP in Janitor Closet	\$ 619.94	\$ 619.94		\$ 0.00	\$ 0.00	\$ 619.94	100.00%	\$ 0.00	\$ 0.00
33	CCO # 005 CE #023 - Display Case   CE #025 - ASI #12 - Fire Separation Detail   CE #026 - ASI #13									
33.1	A-5.06 Display Case	\$ 4,943.95	\$ 4,943.95		\$ 0.00	\$ 0.00	\$ 4,943.95	100.00%	\$ 0.00	\$ 0.00
33.2	A-5.06 ASI #12 - Fire Separation Detail	\$ 795.47	\$ 795.47		\$ 0.00	\$ 0.00	\$ 795.47	100.00%	\$ 0.00	\$ 0.00
33.3	A-5.06 ASI #13	\$ 3,471.87	\$ 3,471.87		\$ 0.00	\$ 0.00	\$ 3,471.87	100.00%	\$ 0.00	\$ 0.00
34	CCO # 006 CE #030 - Overhead Door Tracks   CE #036 - Aluminum Entrance Bulk Head									
34.1	A-5.06 Overhead Door Tracks	\$ 17,700.00	\$ 17,700.00		\$ 0.00	\$ 0.00	\$ 17,700.00	100.00%	\$ 0.00	\$ 0.00
34.2	A-5.06 Aluminum Entrance Bulk Head	\$ 757.70	\$ 757.70		\$ 0.00	\$ 0.00	\$ 757.70	100.00%	\$ 0.00	\$ 0.00
35	CCO # 007 CE #038 - General Construction Changes   CE #048 - Moisture Mitigation									
35.1	A-5.06 General Construction Changes	\$ 2,623.15	\$ 2,623.15		\$ 0.00	\$ 0.00	\$ 2,623.15	100.00%	\$ 0.00	\$ 0.00
35.2	A-5.06 Moisture Mitigation	\$ 15,920.63	\$ 15,920.63		\$ 0.00	\$ 0.00	\$ 15,920.63	100.00%	\$ 0.00	\$ 0.00
36	CCO # 008 CE #020 - ASI #10   CE #035 - Indirect Heater Rental									
	A-5.06 ASI #10	\$ 831.23	\$ 831.23		\$ 0.00	\$ 0.00	\$ 831.23	100.00%	\$ 0.00	\$ 0.00
	A-5.06 Indirect Heater Rental	\$ 7,492.88	\$ 7,492.88		\$ 0.00	\$ 0.00	\$ 7,492.88	100.00%	\$ 0.00	\$ 0.00

Item 18.

DOCUMENT DETAIL SHEET

CONTINUATION SHEET

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G / C)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
37	CCO # 009 CE #074 - Overhead Door	\$ 4,547.96	\$ 0.00	\$ 4,547.96	\$ 4,547.96	\$ 0.00	\$ 4,547.96	100.00%	\$ 0.00
37.1	A.-5.06 Overhead Door	\$ 43,092.34	\$ 38,544.38	\$ 4,547.96	\$ 4,547.96	\$ 0.00	\$ 43,092.34	100.00%	\$ 0.00
	<b>TOTALS:</b>								

Grand Totals

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G / C)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	<b>GRAND TOTALS:</b>	\$ 686,592.34	\$ 682,044.38	\$ 4,547.96	\$ 4,547.96	\$ 0.00	\$ 686,592.34	100.00%	\$ 0.00

DOCUMENT DETAIL SHEET- APPLICATION AND CERTIFICATE FOR PAYMENT

**TO OWNER:**  
 City of Grand Rapids  
 420 North Pokegama Ave  
 Grand Rapids, Minnesota 55744

**PROJECT:**  
 Grand Rapids Fire Department  
 11th Street SE  
 Grand Rapids, Minnesota 55744

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

**APPLICATION NO:** 6  
**INVOICE NO:** 20155-6Final  
**PERIOD:** 08/01/21 - 08/31/21  
**PROJECT NO:** S20020C  
**CONTRACT DATE:** 11/27/2020

**DISTRIBUTION TO:**

**SUBCONTRACTOR:** TNT Construction Group, LLC

**SUBCONTRACT DATE:** 11 /27 /2020

**SUBCONTRACT FOR: WS 008 Police Evidence Storage TNT SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1. Original Contract Sum	\$ 384,000.00
2. Net change by change orders	\$ 2,869.65
3. Contract sum to date (line 1 ± 2)	\$ 386,869.65
4. Total completed and stored to date (Column G on detail sheet)	\$ 389,421.34
5. Retainage:	
a. 5.00% of completed work:	\$ 19,471.08
b. 0.00% of stored material:	\$ 0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$ 19,471.08
6. Total earned less retainage (Line 4 less Line 5 Total)	\$ 369,950.26
7. Less previous certificates for payment (Line 6 from prior certificate)	\$ 369,950.26
8. Current payment due:	\$ 0.00
9. Balance to finish, including retainage (Line 3 less Line 6)	\$ 16,919.39

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner:	\$ 5,421.34	\$ 0.00
Total approved this Month:	\$ 0.00	(\$2,551.69)
Totals:	\$ 5,421.34	( \$2,551.69)
Net change by change orders:	\$ 2,869.65	

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner, and that current payments shown herein is now due.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 State of: \_\_\_\_\_  
 County of: \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_  
 My commission expires: \_\_\_\_\_

**CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED:** \$ 0.00  
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified)

Resigned by: **CONSTRUCTION MANAGER:** Mark Cobb  
D83D6FFA0215413...  
 Date: 12/13/2021

ARCHITECT: (NOTE: If multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Contractor under this Contract.

Item 18.

APPLICATION NUMBER: 6  
 APPLICATION DATE: 08/25/2021  
 PERIOD: 08/01/21 - 08/31/21  
 ARCHITECTS/ENGINEERS PROJECT NO:

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
 Use Column I on Contracts where variable retainage for line items apply.

**Contract Lines**

A ITEM NO.	COST CODE	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G / C)	BALANCE TO FINISH TO FINISH (C - G)	I RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)							
1	A-5.10 - WS 08 Police Evidence Building	BOND	\$ 6,791.00	\$ 6,791.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 6,791.00	100.00%	\$ 0.00	\$ 339.55
2	A-5.10 - WS 08 Police Evidence Building	CARPENTRY	\$ 92,546.00	\$ 92,546.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 92,546.00	100.00%	\$ 0.00	\$ 4,627.30
3	A-5.10 - WS 08 Police Evidence Building	ROOFING	\$ 18,160.00	\$ 18,160.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 18,160.00	100.00%	\$ 0.00	\$ 908.00
4	A-5.10 - WS 08 Police Evidence Building	CONCRETE	\$ 29,500.00	\$ 29,500.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 29,500.00	100.00%	\$ 0.00	\$ 1,475.00
5	A-5.10 - WS 08 Police Evidence Building	METALS	\$ 3,322.00	\$ 3,322.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 3,322.00	100.00%	\$ 0.00	\$ 166.10
6	A-5.10 - WS 08 Police Evidence Building	MASONRY	\$ 59,000.00	\$ 59,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 59,000.00	100.00%	\$ 0.00	\$ 2,950.00
7	A-5.10 - WS 08 Police Evidence Building	DAMPPOOFING	\$ 5,000.00	\$ 5,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 5,000.00	100.00%	\$ 0.00	\$ 250.00
8	A-5.10 - WS 08 Police Evidence Building	PAINTING	\$ 3,000.00	\$ 3,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 3,000.00	100.00%	\$ 0.00	\$ 150.00
9	A-5.10 - WS 08 Police Evidence Building	MECH/PLUMBING	\$ 57,690.00	\$ 57,690.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 57,690.00	100.00%	\$ 0.00	\$ 2,884.50
10	A-5.10 - WS 08 Police Evidence Building	ELECTRICAL	\$ 19,991.00	\$ 19,991.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 19,991.00	100.00%	\$ 0.00	\$ 999.55
11	A-5.10 - WS 08 Police Evidence Building	EARTHWORK	\$ 77,000.00	\$ 77,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 77,000.00	100.00%	\$ 0.00	\$ 3,850.01
12	A-5.10 - WS 08 Police Evidence Building	GARAGE DOOR	\$ 6,000.00	\$ 6,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 6,000.00	100.00%	\$ 0.00	\$ 300.00
13	A-5.10 - WS 08 Police Evidence Building	FLOORING	\$ 6,000.00	\$ 6,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 6,000.00	100.00%	\$ 0.00	\$ 300.00
<b>TOTALS:</b>			\$ 384,000.00	\$ 384,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 384,000.00	100.00%	\$ 0.00	\$ 0.01

Item 18.

Whole Change Order Packages

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G / C)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
14	CCO # 001 CE #012 - ASI/PR #6 - Electrical Changes	\$ 5,421.34	\$ 5,421.34	\$ 0.00	\$ 0.00	\$ 0.00	\$ 5,421.34	100.00%	\$ 271.07
14.1	A.-5.10 ASI/PR #6 - Electrical Changes								\$ 0.00
15	CCO # 002 CE #050 - Police Evidence Changes	(\$2,551.69)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	(\$2,551.69)
15.1	A.-5.10 Police Evidence Changes								(\$2,551.69)
<b>TOTALS:</b>		\$ 2,869.65	\$ 5,421.34	\$ 0.00	\$ 0.00	\$ 0.00	\$ 5,421.34	188.92%	(\$2,551.69)

Grand Totals

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G / C)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
<b>Grand Totals</b>		\$ 386,869.65	\$ 389,421.34	\$ 0.00	\$ 0.00	\$ 0.00	\$ 389,421.34	100.66%	(\$2,551.69)

DOCUMENT DETAIL SHEET- APPLICATION AND CERTIFICATE FOR PAYMENT

DOCUMENT SUMMARY SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:

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

PROJECT:

Grand Rapids Fire Department  
11th Street SE  
Grand Rapids, Minnesota 55744

APPLICATION NO: 7

INVOICE NO: 20155 FINAL  
PERIOD: 11/01/21 - 11/30/21  
PROJECT NO: S20020C  
CONTRACT DATE: 11/27/2020

DISTRIBUTION TO:

FROM SUBCONTRACTOR:

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

SUBCONTRACT DATE: 11 /27 /2020

SUBCONTRACT FOR: WS 008 Police Evidence Storage TNT  
SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1. Original Contract Sum \$ 384,000.00
2. Net change by change orders \$ 2,869.65
3. Contract sum to date (line 1 ± 2) \$ 386,869.65
4. Total completed and stored to date (Column G on detail sheet) \$ 386,869.65
5. Retainage:
  - a. 0.00% of completed work: \$ 0.00
  - b. 0.00% of stored material: \$ 0.00
6. Total retainage (Line 5a + 5b or total in column I of detail sheet) \$ 0.00
7. Total earned less retainage (Line 4 less Line 6 Total) \$ 386,869.65
8. Less previous certificates for payment (Line 6 from prior certificate) \$ 369,950.26
9. Current payment due: \$ 16,919.39
- Balance to finish, including retainage (Line 3 less Line 6) \$ 0.00

SUBCONTRACTOR: TNT Construction Group, LLC

By: [Signature] Date: 12/17/21  
State of Minnesota  
County of Itaska

Subscribed and sworn to before

me this 17 day of Nov 2021

Notary Public: Kathleen Paulley  
My commission expires: 12-31-24



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED:

\$ 16,919.39  
(Attach explanation if amount certified differs from the amount applied Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified)

DocuSigned by:  
CONSTRUCTION MANAGER:

[Signature]

Date: 12/13/2021

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ARCHITECT: (NOTE: If multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Item 18.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner:	\$ 5,421.34	(\$2,551.69)
Total approved this Month:	\$ 0.00	\$ 0.00
Totals:	\$ 5,421.34	( \$ 2,551.69)
Net change by change orders:	\$ 2,869.65	

**CONTINUATION SHEET**

**DOCUMENT DETAIL SHEET**

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 7  
APPLICATION DATE: 11/25/2021  
PERIOD: 11/01/21 - 11/30/21  
ARCHITECTS/ENGINEERS PROJECT NO:

A ITEM NO.	B COST CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G / C)	I BALANCE TO FINISH (C - G)	I RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	A-.5.10 - WS 08 Police Evidence Building	BOND	\$ 6,791.00	\$ 6,791.00	\$ 0.00	\$ 0.00	\$ 6,791.00	100.00%	\$ 0.00	\$ 0.00
2	A-.5.10 - WS 08 Police Evidence Building	CARPENTRY	\$ 92,546.00	\$ 92,546.00	\$ 0.00	\$ 0.00	\$ 92,546.00	100.00%	\$ 0.00	\$ 0.00
3	A-.5.10 - WS 08 Police Evidence Building	ROOFING	\$ 18,160.00	\$ 18,160.00	\$ 0.00	\$ 0.00	\$ 18,160.00	100.00%	\$ 0.00	\$ 0.00
4	A-.5.10 - WS 08 Police Evidence Building	CONCRETE	\$ 29,500.00	\$ 29,500.00	\$ 0.00	\$ 0.00	\$ 29,500.00	100.00%	\$ 0.00	\$ 0.00
5	A-.5.10 - WS 08 Police Evidence Building	METALS	\$ 3,322.00	\$ 3,322.00	\$ 0.00	\$ 0.00	\$ 3,322.00	100.00%	\$ 0.00	\$ 0.00
6	A-.5.10 - WS 08 Police Evidence Building	MASONRY	\$ 59,000.00	\$ 59,000.00	\$ 0.00	\$ 0.00	\$ 59,000.00	100.00%	\$ 0.00	\$ 0.00
7	A-.5.10 - WS 08 Police Evidence Building	DAMPPOOFING	\$ 5,000.00	\$ 5,000.00	\$ 0.00	\$ 0.00	\$ 5,000.00	100.00%	\$ 0.00	\$ 0.00
8	A-.5.10 - WS 08 Police Evidence Building	PAINTING	\$ 3,000.00	\$ 3,000.00	\$ 0.00	\$ 0.00	\$ 3,000.00	100.00%	\$ 0.00	\$ 0.00
9	A-.5.10 - WS 08 Police Evidence Building	MECH/PLUMBING	\$ 57,690.00	\$ 57,690.00	\$ 0.00	\$ 0.00	\$ 57,690.00	100.00%	\$ 0.00	\$ 0.00
10	A-.5.10 - WS 08 Police Evidence Building	ELECTRICAL	\$ 19,991.00	\$ 19,991.00	\$ 0.00	\$ 0.00	\$ 19,991.00	100.00%	\$ 0.00	\$ 0.00
11	A-.5.10 - WS 08 Police Evidence Building	EARTHWORK	\$ 77,000.00	\$ 77,000.00	\$ 0.00	\$ 0.00	\$ 77,000.00	100.00%	\$ 0.00	\$ 0.00
12	A-.5.10 - WS 08 Police Evidence Building	GARAGE DOOR	\$ 6,000.00	\$ 6,000.00	\$ 0.00	\$ 0.00	\$ 6,000.00	100.00%	\$ 0.00	\$ 0.00
13	A-.5.10 - WS 08 Police Evidence Building	FLOORING	\$ 6,000.00	\$ 6,000.00	\$ 0.00	\$ 0.00	\$ 6,000.00	100.00%	\$ 0.00	\$ 0.00
<b>TOTALS:</b>			\$ 384,000.00	\$ 384,000.00	\$ 0.00	\$ 0.00	\$ 384,000.00	100.00%	\$ 0.00	\$ 0.00

Item 18.

CONTINUATION SHEET

Whole Change Order Packages

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G / C)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)						
14	CCO # 001 CE #012 - ASI/PR #6 - Electrical Changes	\$ 5,421.34	\$ 5,421.34		\$ 0.00	\$ 0.00	\$ 5,421.34	100.00%	\$ 0.00
14.1	A.-5.10 ASI/PR #6 - Electrical Changes								
15	CCO # 002 CE #050 - Police Evidence Changes	(\$2,551.69)	\$ 0.00		(\$2,551.69)	\$ 0.00	(\$2,551.69)	100.00%	\$ 0.00
15.1	A.-5.10 Police Evidence Changes								
<b>TOTALS:</b>		<b>\$ 2,869.65</b>	<b>\$ 5,421.34</b>		<b>(\$2,551.69)</b>	<b>\$ 0.00</b>	<b>\$ 2,869.65</b>	<b>100.00%</b>	<b>\$ 0.00</b>

Grand Totals

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G / C)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)						
<b>GRAND TOTALS:</b>		<b>\$ 386,869.65</b>	<b>\$ 389,421.34</b>		<b>(\$2,551.69)</b>	<b>\$ 0.00</b>	<b>\$ 386,869.65</b>	<b>100.00%</b>	<b>\$ 0.00</b>

DOCUMENT DETAIL SHEET- APPLICATION AND CERTIFICATE FOR PAYMENT



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** December 20, 2021

**AGENDA ITEM:** Authorize publication of Ordinance 21-12-08 in summary form

**PREPARED BY:** Kimberly Gibeau

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**BACKGROUND:**

On Monday, December 6, 2021, the City Council adopted Ordinance 21-12-08, amending the Rental Housing Ordinance.

**REQUESTED COUNCIL ACTION:**

Make a motion to authorize publication of Ordinance 21-12-08 in summary form.

## PUBLISHED SUMMARY

ORDINANCE 21-12-08  
AN ORDINANCE AMENDING CHAPTER 28, ARTICLE 1, SECTION 3,  
DEFINITIONS, PARAGRAPH (b) APPLICABILITY AND EXCEPTIONS  
OF THE GRAND RAPIDS MINNESOTA CITY CODE

The Council of the City of Grand Rapids at a regular meeting on December 6, 2021 adopted Ordinance 21-12-08 and authorized the publication of this Ordinance by Summary on December 20, 2021.

Approve the amendments to *Grand Rapids Rental Housing Code* of the City Municipal Code.

**Specific Actions:**

Updated language to Chapter 28, Article 1, Section 3, Paragraph (b):

The provisions of this chapter shall not apply to jails, hospitals, parish houses, manses and rectories, dwelling units in a cooperative or owner occupied condominium building, hotels, motels or facilities licensed by the State of Minnesota *and inspected by the State Fire Marshall's Division*, nor to any dormitory owned and operated by an educational institution.

The full text of the Ordinance is available for inspection by any person during regular office hours at the Administration Office, City Hall 420 North Pokegama Avenue, Grand Rapids, MN 55744.

This Ordinance shall become effective after its passage and publication.

This Ordinance with Exhibits passed and adopted the 6<sup>th</sup> day of December, 2021.

Dale Christy, Mayor

Attest:

Tom Pagel, City Administrator



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** Dec. 20, 2021  
**AGENDA ITEM:** Consider hiring Warming House Attendants.  
**PREPARED BY:** Dale Anderson, Pars & Recreation Director

---

### **BACKGROUND:**

The following will be hired as PT Seasonal Warming Hose Attendants. They will work from Dec. 21, 2021 – March 31, 2022 at a wage of \$15.00 per hour.

Emmet Lurth

### **REQUESTED COUNCIL ACTION:**

Make a motion to hire PT Seasonal Warming House Attendants.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** December 20, 2021

**AGENDA ITEM:** Consider adopting a resolution establishing 2022 compensation for City of Grand Rapids Exempt & Non-Exempt Non-Represented Employees.

**PREPARED BY:** Lynn DeGrio

---

### BACKGROUND:

We have collective bargaining agreements with five bargaining units where we have agreed to a 2022 wage increase of 2.50%. In the past, we have tried to keep pay increases consistent to avoid compression issues amongst the different classifications. Attached is a resolution along with a spreadsheet indicating the recommended wage increases for the City of Grand Rapids' Exempt and Non-Exempt Non-Represented employees. The recommended increases include a 2.50% cost of living adjustment as well as some longevity pay recommendations. Since the compensation study was completed in 2012, we have been trying to move employees through the position pay grade assignments in order to avoid compression issues.

### REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution establishing 2022 compensation for City of Grand Rapids Exempt & Non-Exempt, Non-Represented Employees.

Councilor introduced the following resolution and moved for its adoption:

**RESOLUTION No. 21-  
ESTABLISHING COMPENSATION FOR  
CITY OF GRAND RAPIDS  
NON-REPRESENTED EMPLOYEES**

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

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

WHEREAS, the City has ratified all contracts with the City's bargaining units through December 31, 2022; and

WHEREAS, the City has not adjusted salaries for non-represented employees for the period January 1, 2022 through December 31, 2022; and

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

NOW, THEREFORE IT BE RESOLVED that the exempt and non-exempt non-represented staff receive a cost of living adjustment of 2.50% of their base salary as well as other adjustments as indicated on the attached spreadsheet. Fire Officers and paid on-call hourly Firefighters receive a cost of living adjustment of 2.5%. Hospital Security full and part-time personnel will receive a 2.50% cost of living adjustment as well as other adjustments as indicated on the attached spreadsheet. All increases will be effective January 1, 2022.

BE IT FINALLY RESOLVED that regular City employees who are in collective bargaining agreements with the City, part-time, temporary and seasonal employees, and elected officials are specifically excluded from this resolution. Pay increases for union employees are governed by their collective-bargaining agreements, and all other 2022 salary increases will have already been approved by the City Council.

Adopted this 20<sup>st</sup> day of December, 2021.

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

ATTEST:

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

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

			Percent Increase		3.00%	Percent Increase		2.50%		
		2022 Years	2021	2021	2021	2022	2022	2022	2021	Item 21.
Name	Grade	in position	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum	Actual	Proposed
Cody Alleman	6	4	41,600.00			42,640.00			41,600.00	42,640.00
Joe Rabbers	7	1	45,510.40			46,648.16			45,510.40	46,648.16
Rob Sanders	7	2	46,300.80			47,458.32			46,300.80	47,458.32
Jared Anderson	7	4	50,211.20			51,466.48			50,211.20	51,466.48
Gary DeGrio	8	7	49,782.79	55,398.28	63,262.42	51,027.36	56,783.24	64,843.98	55,390.40	60,699.00
Shawn Graeber	8	0	49,782.79	55,398.28	63,262.42	51,027.36	56,783.24	64,843.98	56,992.00	58,416.80
Lance Kushel	8	0	49,782.79	55,398.28	63,262.42	51,027.36	56,783.24	64,843.98	56,992.00	58,416.80
Jon Peterson	10	6	56,996.16	63,425.34	72,429.15	58,421.06	65,010.97	74,239.88	63,425.44	67,912.35
Lasha Karels	11	1	60,985.81	67,865.03	77,499.19	62,510.45	69,561.65	79,436.67	77,499.14	79,436.61
Amy Dettmer	11	14	60,985.81	67,865.03	77,499.19	62,510.45	69,561.65	79,436.67	77,499.14	79,436.61
Eric Trast	11	17	60,985.81	67,865.03	77,499.19	62,510.45	69,561.65	79,436.67	77,499.14	79,436.61
Bob Cahill	11	33	69,822.49	77,698.51	88,728.81	71,568.05	79,640.97	90,947.04	88,728.85	90,947.07
Laura Pfeifer	12	12	65,254.74	72,615.50	82,924.13	66,886.11	74,430.89	84,997.23	82,924.19	84,997.30
Kevin Koetz	13	2	69,822.49	77,698.51	88,728.81	71,568.05	79,640.97	90,947.04	79,374.46	81,358.83
Will Richter	13	3	69,822.49	77,698.51	88,728.81	71,568.05	79,640.97	90,947.04	81,166.18	83,195.33
Nate Morlan	13	9	69,822.49	77,698.51	88,728.81	71,568.05	79,640.97	90,947.04	84,947.62	89,009.14
Dale Anderson	13	22	69,822.49	77,698.51	88,728.81	71,568.05	79,640.97	90,947.04	88,728.85	90,947.07
Kevin Ott	14	1	74,709.99	83,137.34	94,939.84	76,577.74	85,215.77	97,313.34	85,000.03	87,125.03
Andy Morgan	14	1	74,709.99	83,137.34	94,939.84	76,577.74	85,215.77	97,313.34	85,000.03	87,125.03
Erik Scott	14	13	74,709.99	83,137.34	94,939.84	76,577.74	85,215.77	97,313.34	94,939.94	97,313.43
Lynn DeGrio	14	14	74,709.99	83,137.34	94,939.84	76,577.74	85,215.77	97,313.34	94,939.94	97,313.43
Travis Cole	15	2	79,939.61	88,956.87	101,585.62	81,938.10	91,180.79	104,125.26	91,669.97	93,961.72
Barb Baird	15	13	79,939.61	88,956.87	101,585.62	81,938.10	91,180.79	104,125.26	101,585.54	104,125.17
Rob Mattei	15	20	79,939.61	88,956.87	101,585.62	81,938.10	91,180.79	104,125.26	101,585.54	104,125.17
Matt Wegwerth	16	3	85,535.30	95,183.76	108,696.62	87,673.68	97,563.36	111,414.04	101,088.00	103,615.20
Chad Sterle	16	4	85,535.30	95,183.76	108,696.62	87,673.68	97,563.36	111,414.04	107,949.09	107,782.82
Steve Schaar	16	1	85,535.30	95,183.76	108,696.62	87,673.68	97,563.36	111,414.04	108,696.64	107,724.06
Tom Pagel	18	9	97,929.21	108,975.74	124,446.76	100,377.44	111,700.13	127,557.93	127,641.07	130,832.10



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** December 20, 2021

**AGENDA ITEM:** Consider approval of the Grand Rapids Autonomous Vehicle Master Services Agreement with May Mobility

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

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### BACKGROUND:

As the City Council has previously discussed and taken action on, the City of Grand Rapids and May Mobility Inc. were successful in the Minnesota Department of Transportation CAV Challenge, which will provide funding for the Minnesota Autonomous Rural Transit Initiative (goMARTI.com) an autonomous shuttle service, pilot project.

The proposed agreement addresses the City's previously stated commitment of funding to this project and the required deliverables from May Mobility. Multiple outside funding sources, including MNDOT, IRRR, the Blandin Foundation, DEED, Mobility Mania, IASC, and others have already been secured and will leverage the City's contribution of \$324,000 to the projects estimated total cost of \$3.7M.

The \$324,000 City contribution is \$24,000 greater than originally planned. This increase represents 50% of the cost to lease operational (office and garage) space for the duration of the project. The initial plan was to use existing garage space at the former primary treatment plant site; however, the adaptation of that space for this use was cost prohibitive.

It is planned that this expense will be funded out of a combination of \$300,000 of the City's American Recovery Plan Act federal allotment and excess funds carried over from the 2021 City PIR account.

### REQUESTED COUNCIL ACTION:

Make a motion to approve the Grand Rapids Autonomous Vehicle Master Services Agreement with May Mobility.

## GRAND RAPIDS AUTONOMOUS VEHICLE MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”), effective as of December 20, 2021, (“Effective Date”) is entered into between the following parties: **City of Grand Rapids** (“City”), a Minnesota municipal corporation with an address at 420 N. Pokegama Avenue, Grand Rapids, MN 55744 and **May Mobility, Inc.** (“MMI”), a Delaware corporation with its principal office located at 650 Avis Drive, Suite 100, Ann Arbor, MI 48108 (each, a “Party,” and collectively, the “Parties”), for the following reasons:

1. The Parties desire to enter into this Agreement as part of their participation in the Minnesota Department of Transportation’s Grand Iron Range Connected and Automated Vehicle Initiative (“CAV Challenge”);
2. Specifically, this Agreement covers Task 5 Service Operations from the CAV Challenge and related MnDOT proposal;
3. The Parties desire to plan, design, deploy, and operate highly automated shuttles in the City of Grand Rapids, MN (the “Project”);
4. The parties wish to participate in the further testing and evaluation of next-generation mobility solutions as part of the CAV Challenge;
5. The Parties further desire to foster innovation and propel research and development in advanced mobility technologies in Minnesota; and
6. Through this CAV Challenge, the Parties hope to validate interoperability and integration of advanced mobility by testing mobility-enabled technologies in rural Minnesota where temperatures frequently fall well below freezing for a portion of the year.

**Article 1. Scope and Duration.** This Project shall involve and include pre-deployment work to prepare the service vehicles for autonomous deployment of a single route deployment from June 20, 2022 through December 17, 2023 (dates subject to modification based upon agreement of the Parties and progression of the Project), and during which time MMI will provide transportation along the agreed-upon route and service.

**1.1 Contingent Funding.** As set forth below, total funding for this Project is contingent upon approximately \$450,000 in planned contribution commitments from the Blandin Foundation (more information found in Section 4.3 below). Should said funding not be received from the Blandin Foundation (by approximately December 2021), the Project team will make good faith efforts to identify and obtain replacement funding. If additional funding cannot be obtained, the length of the Project will be reduced to 12 months of service from 18 months of service.

**Article 2. Governing Law.** The validity, interpretation, construction, and performance of this Agreement, all acts and transactions pursuant hereto, and the rights and obligations of the Parties hereto, shall be governed, construed, and interpreted in accordance with the laws of the State of Minnesota. For purposes of litigating any dispute relating to or arising from this Agreement, the Parties hereby submit and consent to the exclusive jurisdiction of the federal courts located within

the State of Minnesota.

**Article 3. Project Costs.** The total cost for this 18-month single route deployment comprising the Project is \$1,470,000 (the “Project Cost”), representing \$1,260,000 in cash contributions and \$210,000 in in-kind contributions. The Project Cost includes, but is not limited to, the following:

- service along the proposed service areas (as described below) that satisfies the agreed-upon service level;
- installation and maintenance of related infrastructure, if required;
- Dedicated fleet of autonomous shuttles; at least 3 to be ADA compliant
- Regular on-demand service of wheelchair accessible shuttle vehicles;
- all necessary insurance, satisfaction of regulatory requirements, and service plans acceptable to Parties at their discretion;
- hiring, training, and management of the local operations team(s) and Autonomous Vehicle Operators;
- maintenance and updates to vehicles;
- analytics on rider usage;
- all necessary permits, licenses, consents, and approvals from state / local authorities; and
- data to be collected and shared as described and agreed upon by the Parties.

**3.1 Project Cost Breakdown.** The below Project Cost breakdown sets forth the cost of launch and operation to be paid by the City. Payment of the Project Cost is required for MMI to complete the Project.

<b>Requirements</b>	<b>Cost to May Mobility</b>
<b>Monthly Shuttle Service</b> <ul style="list-style-type: none"> <li>● Service area mapping and testing</li> <li>● Hardware and software production</li> <li>● Training and management of Autonomous Vehicle Operators</li> <li>● Maintenance and updates of vehicle</li> <li>● Local operations team</li> <li>● On-going reporting and analytics</li> </ul>	$\$70,000 / \text{month} * 18 \text{ months}$ $= \$1,260,000$
<b>Infrastructure</b> <ul style="list-style-type: none"> <li>● Reimbursement for 50% of office space</li> <li>● Reimbursement for 50% garage space</li> </ul>	$\$1,000/ \text{month} * 24 \text{ months}$ $= \$24,000$
<b>Charging</b> <ul style="list-style-type: none"> <li>● In-kind KWH charging</li> </ul>	$\$5,000 / \text{month} * 18 \text{ months}$ $= \$90,000 \text{ (in-kind)}$
<b>Total Operating Cost</b>	<b>\$1,374,000.00</b>

**3.2 Invoicing and Payment.** MMI will provide the City with an initial invoice in the amount of \$315,000, representing 25% of the cash contributions to the Project, upon execution of this Agreement. Unless specified otherwise, all amounts shall be paid in full (without deduction, set-

off, or counterclaim), in US dollars, within thirty (30) days after the date of invoicing. Quarterly invoicing for the Project shall continue on the same date of the month as the initial invoice. Past due amounts shall bear a late charge, until paid, at a rate of 1.0% per month of the outstanding amount. If any payment is past due, MMI shall have the right to take action it deems appropriate (including suspending Project service).

**3.3** *Payment Instructions.* Payment shall be issued to May Mobility, Inc. and sent to the following address if paid by check: 650 Avis Drive, Suite 100, Ann Arbor, MI 48108; or wired to the account of May Mobility, Inc., Account Number 3302174276, Routing Number 121140399, at Silicon Valley Bank, 2 Palo Alto Square #110, Palo Alto, CA 94306. Please reference the attached invoice number for proper crediting.

**3.4** *MMI's Internal Operating Costs.* MMI shall have the sole and exclusive right to seek additional funding to support the completion of the Project, including but not limited to the sale of advertising space, certain data, and other deliverables.

**Article 4. Contribution and Sponsorship Levels.** The Parties identified below hereby agree to provide contributions as set forth below.

**4.1** *The City,* as a fiduciary Party, shall contribute \$510,000 to the Project, as reflected by \$300,000 in cash contributions and \$210,000 of in-kind contributions. In addition, *The City* shall act as the sole contact and coordinator for all payment, issues, and questions by the non-fiduciaries to this Agreement, as well as local stakeholder organizations with regard to total payment of no less than \$1,470,000 for the Project (represented by \$1,260,000 in cash contributions and \$210,000 in in-kind contributions). *The City* shall be responsible for the collection and aggregation of all resources and direction from the non-fiduciary parties and local stakeholder organizations to facilitate the contracting for and payment of Project Costs.

**4.2** *Iron Range Resources & Rehabilitation,* as a non-fiduciary to this Agreement, shall contribute \$350,000 in cash contributions towards the Project Cost.

**4.3** *Blandin Foundation,* as a non-fiduciary to this Agreement, has a planned commitment of \$450,000 in cash contributions towards the Project Cost. The Blandin Foundation will confirm this commitment through a vote taken in December of 2021. If such funding is not approved by the Blandin Foundation, the Blandin Foundation will not be involved in the Project and the length of the Project will be reduced from 18 months of service to 12 months of service.

**4.4** *Itasca County,* as a non-fiduciary to this Agreement, has a planned commitment of \$ \_\_\_\_\_ in cash contributions towards the Project Cost.

**4.5** *MMI,* as a fiduciary Party, shall be responsible for provision of the autonomous shuttle service in and around Grand Rapids, MN, and shall have the sole opportunity to raise additional monetary commitments to support the Project.

**4.6** As a part of the Project, MMI will hire, train, and manage a local operations team and requisite Autonomous Vehicle Operators. The local operations team will require office and garage space. The requirements for the local operations team office and garage space are further discussed in Article 8 below.

**Article 5. Description of Shuttle Service Project.** MMI will implement and operate an autonomous shuttle service along the prescribed route(s) in Grand Rapids, Minnesota (please see **Exhibit A**, Figure 1). The route service vehicles will be operated on open, public roads on the primary service area (**Exhibit A**, Figure 1) in Grand Rapids, Minnesota.

**5.1** The system will be a point-to-point demand response shuttle service and will be operated over a single service route in Grand Rapids, Minnesota for 18 months launching by the end of the September, 2022 and running through March 2024 (as provided in Article 1 above, dates will be subject to adjustment based upon agreement of the Parties and progression of the Project).

**5.2** There will be a total of 5 shuttles dedicated to the Project, with approximately 2-4 vehicles available for demand responsive service at any given time. Each service vehicle shall be outfitted with MMI's proprietary autonomous driving software. An Autonomous Vehicle Operator ("AVO") will be seated in the driver's position of the service vehicle at all times. At least 3 vehicles will be wheelchair accessible and will be available for demand responsive shuttle service.

**5.3** As further provided below in **Exhibit A**, Project shuttle service will target evening and weekend service. Specific hours will be determined at a later date and time but shall not exceed 60 hours of service per week.

**5.4** Shuttle service shall cover the Task 5 Service Operations (Shuttle Operations), including the following deliverables:

1. 18-months of on-demand autonomous vehicle service;
2. Monthly service reporting (User experience reporting);
3. Monthly call center and application usage reporting, including daily ride volumes and how many of those riders will book by phone or via the electronic application.

**Article 6. Operating Schedule.** Exhibit A prescribes the Project Operating Schedule, including but not limited to, Operating Hours, Operating Days, Extension of Service, Service Level, Service Credit, Termination Rights, and Fees.

**6.1** Reporting. In addition to the services described above, MMI will provide periodic reports to the Parties to this Agreement. Please see Article 10 for further information.

**Article 7. Cold Weather.** The shuttles and autonomous vehicle technology operated by MMI is currently unable to operate in extreme cold weather situations, specifically temperatures colder than -2 degrees (ambient temperature) Fahrenheit. If the ambient temperature is colder than -2 degrees Fahrenheit, this will delay the start of service, end service early, or have full days without service. MMI shall have the sole and exclusive decision making responsibility for operational parameters relative to cold weather and snow-related operations. Any such pause, delay, or failure to provide service on a given day due to environmental (ambient temperature and snow) conditions shall not be considered when calculating service uptime for the Project.

**7.1** Should service dates and times be delayed, ended early, or withdrawn due to cold weather conditions discussed in section 7 above, MMI will advise Project ridership, as soon as commercially practicable, via methods that include, but are not limited to: push notification

through the electronic app, postings through MMI's social media accounts, and other established communication channels.

**Article 8. Local Operations.** MMI will open a local operations facility in Grand Rapids, Minnesota to support the Project. The Parties shall work together to identify and obtain suitable local operations real estate as set forth below.

**8.1** The office component of the local operations facility will contain real-time data and mapping of the vehicles, as well as audio connections between the facility and AVOs in each vehicle on route, as well as parking spaces and garage space containing necessary charging equipment and parking spaces to maintain the route service vehicles, including servicing any technical or other issues as well as transporting data and feedback from the vehicles. The local operations facility teams will further develop the implementation of standard operating procedures for vehicles and staff, and manage the consistent monitoring of status of the vehicle via video and audio streams.

**8.2** Office Characteristics. The Parties shall work together to identify local operations facility office space with the following characteristics:

- Approximately 800 sq. ft.;
- Within 2-3 minute walk of the garage (preferably attached to the garage);
- Dedicated circuit for server (with its own breaker);
- Line of site to the sky for base station; and
- 1Gb Fiber+ downlink.

**8.3** Garage Characteristics. Similarly, the Parties shall work together to identify local operations facility garage space with the following characteristics:

- No less than 6 indoor parking spaces;
- Within approximately 2 miles to the nearest route service access;
- High-speed Fiber (1+ Gb);
- Clean and well-lit service area;
- Heated;
- Space for tool storage near the vehicles; and
- Secure, preferably with security cameras in public spaces.

**8.4** Local Operations Access Requirements. MMI will require access to each office and garage facility space approximately four (4) months prior to service launch. Accordingly, MMI must have access to the office and garage facilities starting in June 2022 and running through the length of the deployment in December 2024.

As set forth above, the City has committed to providing reimbursement for up to 50% of the selected space. This reimbursement, whether towards the local operations office or garage space, is in addition to the City's commitment to provide no less than \$300,000 in direct funding for the Project.

**Article 9. Compliance with Laws.** In performance of this Agreement and provision of the Project, the Parties shall comply with applicable regulatory requirements including federal, state and local laws, rules, regulations, orders, codes, criteria, and standards pursuant to the applicable legal

standard of care. MMI shall procure, with the assistance of the City, the permits, certificates, and licenses necessary to allow it to provide the shuttle services pursuant to this Agreement and the City shall assist as needed and requested.

**9.1** MMI shall design and implement an action plan for the maintenance and inspection of all vehicles operated as part of the shuttle services in compliance with FTA regulations. MMI shall make vehicle inspection reports available upon request by the City.

**9.2** Local Laws, Regulations, and Codes. MMI shall obtain all required permits, certificates, and other regulatory and code requirements of the local municipalities, as it relates to the Project, and the City shall assist as requested in this endeavor by facilitating connections and introductions to appropriate people and organizations, as well as knowledge transfer to and from such people and organizations.

**Article 10. Data Reporting.** MMI will report on data points set forth by recognized industry standards. If no clearly defined standard is available then MMI will establish a data point(s) that meet(s) the needs of the Project. All data points used to meet the needs of the Project shall be of the type and kind of data kept in the usual course of business, which is defined as standard mobility data such as headways, ridership data, and autonomy insights. Any/all requests for a data point(s) not kept in the usual course of business will be subject to further agreement between the requesting party and MMI, and may be subject to additional costs/fees. Any/all data points established and/or reported are subject to the established controlled access provisions pertaining to confidential business information and personally identifiable information, including aggregation and de-identification of data made available for public use. All information referenced in Article 9 will be de-identified and aggregated to remove any personally identifiable characteristics such that the City will be able and granted permission to use data in reports and other materials that may be publicly disseminated. The City will have to comply, in all ways, with Minnesota Statutes Chapter 13 (Data Practices) and supply required information upon a lawful request.

**Article 11. Non-Disclosure of Proprietary Information.** Parties shall treat as proprietary all information provided by the Parties in conjunction with this Agreement, including any and all data, drawings, reports, studies, design calculations, specifications, and other documents or information, in any form or media, resulting from the Parties' performance of this Agreement. Parties shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the other Party. The City will have to comply, in all ways, with Minnesota Statutes Chapter 13 (Data Practices) and supply required information upon a lawful request.

**11.1** The preceding restriction shall not apply to information, which is in the public domain, was previously known by a Party, was acquired by a Party from others who have no confidential relationship to a Party with respect to same, or which, through no fault of a Party, comes into the public domain. Notwithstanding the foregoing, a Party will be entitled to disclose Proprietary Information of a Party to a third party only as required by law, statute, rule or regulation, including order of court, subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the Party to whom the request is made provides the other with prompt written notice (within 24-hours of such a request) and allows the other Party to seek an order restraining such disclosure or other appropriate relief. The City will have to comply, in all ways, with Minnesota Statutes Chapter 13 (Data Practices) and supply required information upon

a lawful request.

**11.2** This Agreement shall also protect the Intellectual Property of both Parties. Specifically, MMI shall retain and continue as the sole and exclusive owner of all Intellectual Property Rights utilized to execute and perfect the shuttle service, as well as any data recorded, obtained, logged, or created as a part of this Project. Any subsequent agreement by MMI, whether through specific license or contract, to allow a Party to this Agreement to utilize, publicize, analyze, or otherwise work with data from this project shall not be construed as a transfer of ownership or other interest not specifically contemplated by the agreement. The City will have to comply, in all ways, with Minnesota Statutes Chapter 13 (Data Practices) and supply required information upon a lawful request.

## **Article 12. Indemnification.**

**12.1** *The City*. The City agrees as follows: (a) to defend MMI against any demand, suit, action, or claim by any third party that results from or arises out of, the negligence, misconduct, or any breach of the City's representations, warranties, or covenants under this Agreement; and (b) to indemnify MMI for liabilities (as specified in settlements or adverse judgments) that result from such claims.

**12.2** *MMI*. MMI agrees: (a) to defend the City against any demand, suit, action, or claim by any third party that results from or arises out of the negligence, misconduct, or any breach of MMI's representations, warranties or covenants under this Agreement; and (b) to indemnify the City for liabilities (as specified in settlements or adverse judgments) that result from such claims.

**12.3** *Conditions*. The indemnifying party's obligations hereunder are conditioned on (a) the party seeking indemnification providing prompt written notice thereof and reasonable cooperation, information, and assistance in connection therewith, and (b) Indemnifying Party consulting with Indemnified Party prior to settlement. The Indemnified Party may participate in the defense at its sole cost and expense. The Indemnifying Party shall not be responsible for any settlement it does not approve in writing.

## **Article 13. Risk Allocation.**

**13.1** *Insurance*. During the term of this Agreement, MMI agrees to maintain insurance in accordance with requirements of the City, federal, state, and local regulations and ordinances, subject to the City's review and approval that shall not be unreasonably withheld. Specifically, MMI must provide insurance coverage in an amount specified by Minn. Stat. 466.04 (attached as "Exhibit B" for reference). MMI shall acquire insurance coverages, consistent with its current master insurance coverage profile, throughout the Project, procured from insurance providers licensed to sell insurance in the State of Minnesota within the following coverages and limitations:

**13.2** *Limitation of Liability*. Except for liabilities to third parties pursuant to Article 11 through 11.3 (Indemnification), in no event shall MMI (or its licensors) be liable concerning the subject matter of this Agreement, regardless of the form of any claim or action (whether in contract, negligence, strict liability, or otherwise), for any (A) loss of data, loss or interruption of use, or cost to procure substitute technologies, goods, or services, (B) indirect, punitive, incidental, reliance, special, exemplary, or consequential damages, including without limitation, loss of

business, revenues, profits, royalties, or goodwill. These limitations are independent from all other provisions of this Agreement and shall apply notwithstanding the failure of any remedy provided herein. MMI shall have no liability in connection with any personal property that is forgotten, lost, or stolen on any vehicle and shall display a sign stating the same in each shuttle vehicle.

**13.3** The Parties agree that the City shall not be held liable due to claim made by third parties on account of injury, death, property damage, or any other claim attributed to a service vehicle, the service vehicle's use during this Agreement period, and/or activities related to the deployment of the service vehicle(s). MMI will hold the City harmless from and defend the City from any and all claims made due to defects in MMI's technology or its failure to operate as intended.

**Article 14. Sponsorship.** MMI retains the right to seek third-party sponsorships for the Project. Such right shall include the right to monetize advertising space, both inside and outside of the service vehicles, as well as the data collected during the service. Any and all additional sponsorship revenue shall be held by MMI in order to assist in funding the Project.

**14.1 *Advertising and other Logo Placements.*** MMI shall have sole decision-making power with regard to outer vehicle logo placements.

**Article 15. Notice.** Any notices required by this Agreement shall be made in writing to the addresses specified below.

**THE CITY**

420 N. Pokegama Avenue  
Grand Rapids, MN 55744  
Attn: Tom Pagel

**MMI**

650 Avis Dr., Suite 100  
Ann Arbor, MI 48108  
Attn: Edwin Olson

**Article 16. Entire Agreement.** This Agreement, including all attachments and documents incorporated herein and made applicable by reference, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the Parties hereto regarding the subject matter herein and shall constitute the exclusive statement of the terms and conditions of the Parties' Agreement. The Agreement, and any written modification to the Agreement shall supersede any and all prior negotiations, representations or agreement, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement, and the Parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Agreement or written modification and the Parties are not relying and will not rely on any other information.

**Article 17. Assignment.** No Party shall assign any rights or duties under this Agreement without the prior written consent of all Parties. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

**Article 18. Third Party Rights.** The Project services provided for in this Agreement are for the sole use and benefit of the Parties and not for any known or unknown third-party beneficiary. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.

**Article 19. Equal Employment Opportunity.** Parties affirm their policies to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is each Party's policy to treat employees equally with respect to compensation, advancement, promotions, transfers, and all other terms and conditions of employment.

**Article 20. Termination.** This Agreement may be terminated if the City does not provide the required funding in accordance with this Agreement, as set forth in paragraph 3 (excluding the contingent funding currently planned by the Blandin Foundation) and/or in the event that no Agreement is entered into between the Parties.

**20.1** This Agreement shall terminate at the conclusion of the deployment, which is scheduled to be December 17, 2023, and may be subject to adjustment based upon Article 5.

**20.2** This Agreement may be terminated upon written notice in the event of substantial failure by a Party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming Party is given fourteen (14) days to cure said nonperformance after receiving written notice as directed in Article 15 of this Agreement.

**20.3** This Agreement may also be terminated upon mutual agreement of the Parties to the Agreement. Such Termination should be effective thirty (30) days after mutual agreement is reached.

**20.4** Should both Parties to this Agreement mutually agree to terminate the Agreement early, MMI will be compensated for all efforts, expenses, and Project services that have been performed, incurred, and/or planned to the date of Termination. All other funding that has not been exhausted or allocated on the date of Termination shall be distributed back to the City.

**Article 21. Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The Parties agree to renegotiate such provision(s) in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded, and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

**Article 22. Counterparts.** This Agreement may be executed in duplicate, each of which shall be deemed an original, and when taken together shall constitute one instrument.

**Article 23. Force Majeure.** No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's reasonable control, including, without limitation, the following force majeure events: natural disaster, fire, flood, general strike, war, armed conflict,

terrorist attack or nuclear or chemical contamination, pandemic, epidemic, or public health crisis. This paragraph shall explicitly apply to the Parties obligations pursuant to this Agreement and any applicable restrictions placed on the Project due to COVID-19 associated restrictions.

**Article 24. Waiver.** The waiver of any default or breach of any provision under this Agreement, by a Party to this Agreement, shall not constitute or be construed as a waiver of any subsequent default or breach by any Party.

**Article 25. Independent Contractors.** MMI shall be an independent contractor under this Agreement, and nothing herein will constitute any Party as the employer, employee, agent, or representative of another Party, or multiple parties as joint ventures or Parties for any purpose.

**Article 26. Subcontracting and Staffing.** MMI reserves the right, subject to approval by the City, to hire, retain, and/or otherwise utilize the services of subcontractors, hiring agencies, and the like to fully staff the Project. All such employees, agents, subcontractors, or representatives of MMI will be likewise bound to the requirements and performance standards and expectations of this Agreement.

**IN WITNESS WHEREOF**, and intending to be legally bound, the Parties have caused their duly authorized officers to execute this Agreement as a sealed instrument, as of the Effective Date listed above.

The City of Grand Rapids

**May Mobility, Inc.**

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

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

Name: Tom Pagel

Name: Edwin Olson

Title: City Administrator

Title: Chief Executive Officer

Address: 420 N. Pokegama Avenue

Address: 650 Avis Drive, Ste. 100

Grand Rapids, MI 55744

Ann Arbor, MI 48108

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

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

## EXHIBIT A:

ROUTE SERVICE – GRAND RAPIDS, MN

This Route Service – GRAND RAPIDS, MN effective as of the Start Date specified below, is entered into by **May Mobility, Inc.** (“MMI”) and **City of Grand Rapids** (“City”), and is hereby incorporated into and made a part of the Grand Rapids Autonomous Vehicle Master Services Agreement between the Parties, dated December 20, 2021 (the “Agreement”). Capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in the Agreement. The Parties therefore agree as follows:

As part of the Project, and subject to the terms and conditions of the Agreement, MMI shall operate the shuttle services route described herein according to the specifications and other terms set forth below:

[this section left intentionally blank]

Description of the GRAND RAPIDS, MN Proposed Route:

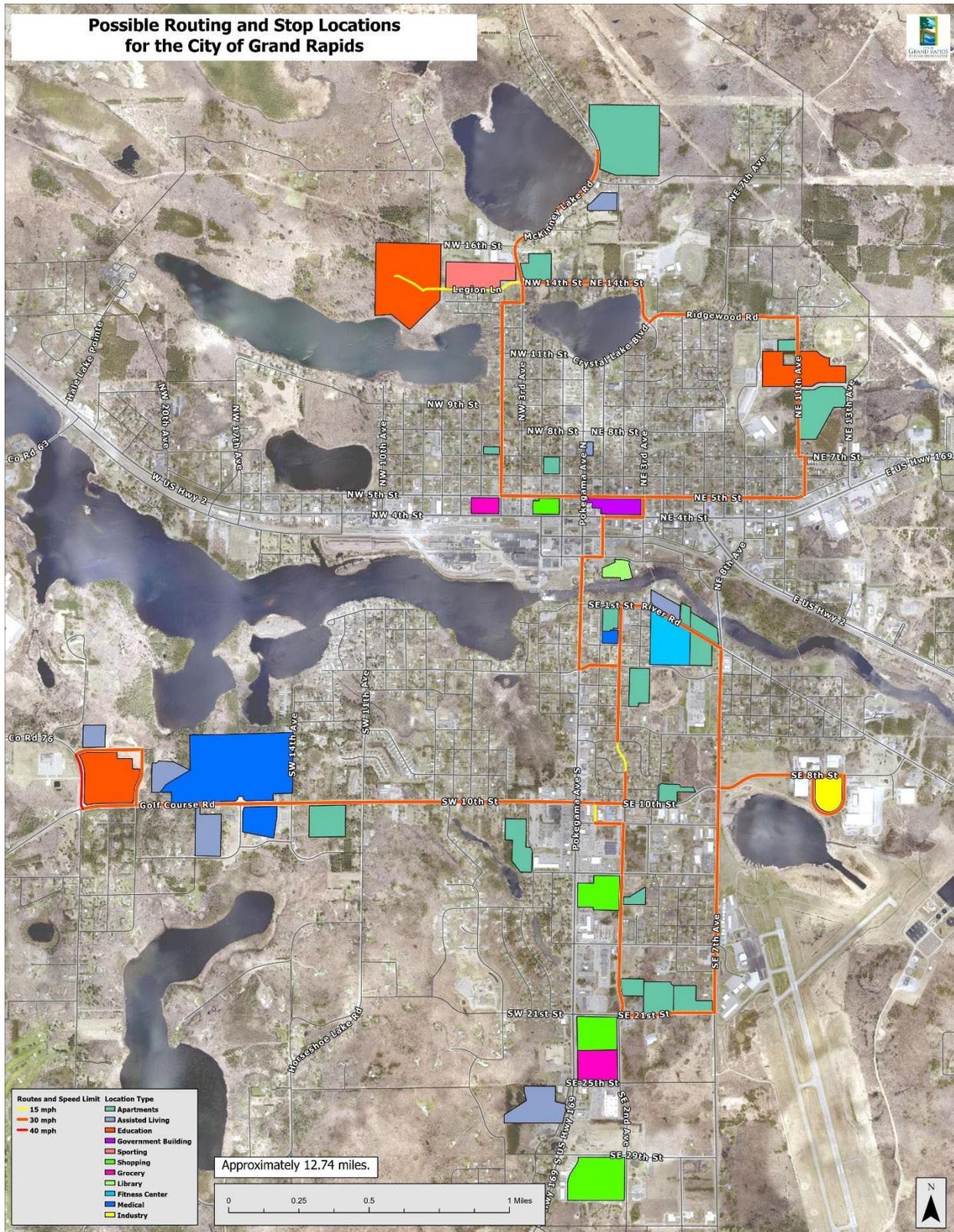


Figure 1.

The Grand Rapids, MN on-demand service route is depicted in Figure 1. Subject to further revision and agreement between the Parties, the Grand Rapids, MN on-demand service route will run along the highlighted and designated service route depicted in Figure 1.

Start and End Dates (approximate):

Start Date: September, 2022

End Date: March 2024

Operating Hours:

Route service operating hours will occur five or six days per week for approximately 8-12 hours per day, with additional focus placed on evening and weekend service operation to be determined by the Parties. May Mobility will operate approximately 2-4 vehicles available for demand response at any given time. Potential peak hour operations will be based upon route mapping, usage data, and additional research conducted during the course of Project implementation. Operating schedule and peak hours are subject to change, with approval of the Parties, based on ridership numbers, seasonality, or other data dictating the need for more or less vehicles. Similarly, operating hours and services may be extended on a special event, holiday, or when otherwise approved by the Parties, subject to Agreement of the Parties to satisfy the additional costs such extension(s) will reasonably incur.

Operating Days:

Shuttle service shall occur on the aforementioned schedule, except for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving (American), and Christmas Day. Should an enumerated holiday above fall on a day the service route is closed, MMI will observe the holiday on a day prior or following it (*i.e.*, should Christmas fall on a Saturday, MMI would observe the holiday on Friday and service would be closed). Unsafe operating conditions may lead to route cancellation, modification, and/or delays in service. All such judgments regarding unsafe operating conditions will be the sole and exclusive responsibility of the MMI local operations Site Manager or other approved official. If the local operations Site Manager is unreachable prior to scheduled start of service or within a reasonable amount of time, the MMI shift manager will make a judgment call regarding cancelling service. Any such cancellation, modification, and/or delays in service will be communicated to the City as quickly as reasonably possible. Further, road construction, road closure, special events, and/or other unforeseen events may make service impossible and can lead to cancellation, modification, or delay of service.

Extension of service:

Notwithstanding the foregoing, MMI shall extend service as requested by the City, in which event the Parties shall negotiate a reasonable fee adjustment in good faith in advance.

Service Level:

Within 45 days following commencement of services under this Agreement, the Parties will negotiate in good faith to establish additional reasonable and attainable service level requirements consistent with the Parties' reasonable needs based on the vehicle, trip data,

headways, software, uptime, and other ridership data available. Service level requirements shall not exceed 4 vehicles available for demand response at any given time.

Service Credit:

As stated in the Agreement, MMI’s service vehicles and autonomous vehicle technology are currently unable to operate in extreme cold temperature conditions. Specifically, MMI’s service vehicles and autonomous vehicle technology is unable to operate in temperature conditions in excess of -2 degrees (ambient temperature) Fahrenheit. If the ambient temperature is colder than -2 degrees Fahrenheit, shuttle service operations will experience a delayed start, early termination, or full days without service. MMI shall have the sole and exclusive right decision making responsibility for operational parameters relative to cold weather and snow-related operations. Any such pause, delay, early termination, or failure to provide service on a given day due to environmental (ambient temperature and snow) conditions shall not be considered when calculating service uptime for the Project.

To request a Service Credit, the City must notify MMI within 30 days of receipt of reports containing vehicle and trip data applicable to the service level breach. If downtime during a calendar month results in less than 95% availability, then MMI will issue a service credit in the form of a reduction for the following month’s service charge, in the amount equal to the following:

Service Credit = Service Credit % x monthly fees paid by the City to MMI in prior month.

Uptime	Service Credit %
Availability ≥ 95%	0%
90 ≤ Availability < 95%	5%
85 ≤ Availability < 90%	10%
80 ≤ Availability < 85%	15%
75 ≤ Availability < 80%	20%

Acknowledged and agreed:

**MAY MOBILITY, INC.**

**THE CITY OF GRAND RAPIDS**

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

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

Edwin Olson

Tom Pagel

Its: Chief Executive Officer

Its: City Administrator

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

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

## EXHIBIT B

M.S.A. § 466.04

### 466.04. Maximum liability

#### Currentness

**Subdivision 1. Limits; punitive damages.** (a) Liability of any municipality on any claim within the scope of [sections 466.01 to 466.15](#) shall not exceed:

- (1) \$300,000 when the claim is one for death by wrongful act or omission and \$300,000 to any claimant in any other case, for claims arising before January 1, 2008;
  - (2) \$400,000 when the claim is one for death by wrongful act or omission and \$400,000 to any claimant in any other case, for claims arising on or after January 1, 2008, and before July 1, 2009;
  - (3) \$500,000 when the claim is one for death by wrongful act or omission and \$500,000 to any claimant in any other case, for claims arising on or after July 1, 2009;
  - (4) \$750,000 for any number of claims arising out of a single occurrence, for claims arising on or after January 1, 1998, and before January 1, 2000;
  - (5) \$1,000,000 for any number of claims arising out of a single occurrence, for claims arising on or after January 1, 2000, and before January 1, 2008;
  - (6) \$1,200,000 for any number of claims arising out of a single occurrence, for claims arising on or after January 1, 2008, and before July 1, 2009;
  - (7) \$1,500,000 for any number of claims arising out of a single occurrence, for claims arising on or after July 1, 2009;
  - (8) twice the limits provided in clauses (1) to (7) when the claim arises out of the release or threatened release of a hazardous substance, whether the claim is brought under [sections 115B.01 to 115B.15](#) or under any other law; or
  - (9) \$1,000,000 for any number of claims arising out of a single occurrence, if the claim involves a nonprofit organization engaged in or administering outdoor recreational activities funded in whole or in part by a municipality or operating under the authorization of a permit issued by a municipality.
- (b) No award for damages on any such claim shall include punitive damages.

**Subd. 1a. Officers and employees.** The liability of an officer or an employee of any municipality for a tort arising out of an alleged act or omission occurring in the performance of duty shall not exceed the limits set forth in subdivision 1, unless the officer or employee provides professional services and also is employed in the profession for compensation by a person or persons other than the municipality.

**Subd. 1b. Total claim.** The total liability of the municipality on a claim against it and against its officers or employees arising out of a single occurrence shall not exceed the limits set forth in subdivision 1.

**Subd. 2. Inclusions.** The limitation imposed by this section on individual claimants includes damages claimed for loss of services or loss of support arising out of the same tort.

**Subd. 3. Disposition of multiple claims.** Where the amount awarded to or settled upon multiple claimants exceeds the applicable limit under subdivision 1, paragraph (a), clauses (4) to (9), any party may apply to any district court to apportion to each claimant a proper share of the total amount limited by subdivision 1. The share apportioned each claimant shall be in the proportion that the ratio of the award or settlement made to each bears to the aggregate awards and settlements for all claims arising out of the occurrence.

**Loren Solberg Consulting, LLC**  
**2114 SW 3<sup>rd</sup> Ave.**  
**Grand Rapids, MN 55744**

This agreement is made and entered into between the City of Grand Rapids, hereafter referred to as the “City”, and Loren Solberg Consulting, LLC, hereafter referred to as “Consultant”.

Whereas, the City desires to purchase professional services to assist with State Government Relations and lobbying activities with the legislature, state agencies, and other administratively related matters;

And Whereas, Loren Solberg is a registered lobbyist with the State of Minnesota;

Therefore, the parties agree to contract for professional services which include representing the City interests as designated by the City during a period of January 1, 2022 to December 31, 2022 as follows:

**GENERAL SERVICES**

- 1) Provide professional lobbying services for the City at the legislature for the period of time identified in this contract.
- 2) Assist the Grand Rapids City staff and board members in development of any legislative or agency strategies as authorized by the City.
- 3) Coordinate, monitor, and meet with relevant legislators, State Agencies, and potential developers to promote economic development opportunities for the Grand Rapids area.
- 4) Consultant shall work cooperatively with staff and other professional or elected officials of the City to promote goals or parameters established by the city.
- 5) To coordinate informational tours or meetings which will promote the policies or interests of the City.
- 6) Facilitate requested meetings with state legislators or agency personnel.
- 7) Report periodically as requested by the City on activities either in person, by phone, or in writing to the City Council or their designated representative.
- 8) Meet as requested with the City staff or appropriate City personnel.
- 9) Notify the City regarding any potential conflict of interest while representing other clients. Notification shall be to the City Contact Agent. For the purpose of this contract the Agent is the Grand Rapids City Administrator.

Consultant shall at all times be free to exercise initiative, judgment, and discretion as to how to best perform or provide services identified herein.

The parties mutually recognize the need to coordinate activities and information associated with legislative initiatives and administrative policies. Therefore, Consultant shall abide by policy, direction, and specific assignments as directed by City the Administrator or designated representatives, as long as directive is not in conflict with state law or rules. Failure to do so may be grounds for immediate termination of this Agreement.

### **INDEPENDENT CONTRACTOR**

At all times and for all purposes hereunder, Consultant shall be an independent contractor and is not an employee of City for any purpose. No statement contained in this Agreement shall be construed so as to find Consultant to be an employee of the City the City or including, but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

Consultant acknowledges and agrees that no withholding or deduction for State and Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Consultant and that it is Consultant's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

### **SUBCONTRACTING, ASSIGNMENT AND INDEMNIFICATION**

Consultant shall not assign any interest in this Agreement and shall not transfer any interest in same, whether by subcontracting, assignment or notation, without the prior written consent.

This provision is not intended to create any cause of action in favor of any third party against Consultant or the City or to enlarge in any way Consultant's liability, but is solely to provide for indemnification of City and from liability for damages or injuries to third persons or property arising from Consultant or Consultants' agents' performance hereunder.

### **COMPLIANCE WITH NON-DISCRIMINATION LAWS AND DISCLOSURE OF DATA**

Consultant agrees to maintain and protect data on individuals received, or which Consultant has access, according to the statutory provisions applicable to the data. No private or confidential data developed, maintained, or received by Consultant under this Agreement may be released to the public by Consultant or its employees or representatives. The City shall prominently mark all data shared with Consultant with the data's classification under the Minnesota Government Data Practices Act.

The Consultant agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age. When required by law and requested by the City, Consultant shall furnish a written affirmation plan.

The Consultant further agrees to comply with all federal, state, and local laws or ordinances and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to Consultant's performance of the provisions of this Agreement. It shall be the obligation of Consultant to apply for, pay for, and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

### **PROFESSIONAL LIABILITY INSURANCE**

Consultant shall obtain a valid policy of insurance covering professional liability, arising from the acts of omission of Consultant, its agent and employees.

**COMPENSATION**

In consideration of Consultant’s services to be performed pursuant to this Agreement, the City agrees to make payment to Consultant of \$1,600 per month plus approved expenses. Approved expenses include but are not limited to mileage when traveling outside of Itasca County at the approved federal rate, liability insurance parking, approved meals and approved lodging when outside the county while providing consulting and lobbying services. Consultant is responsible for all expenses related to necessary supplies, equipment, communication costs, incidental office expenses, taxes, and FICA.

Consultant shall provide an invoice on a monthly basis, which includes a written statement of services provided.

The City agrees to pay pursuant to said invoice within thirty (30) days of receipt and approval. reserves the right to deny payment if sufficient information is not provided.

**TERMINATION**

This contract may be terminated by either party at any time, with or without cause, upon thirty (30) days written notice delivered by mail or in person to the other party, unless termination is by City for failure to follow policy or direction, in which case termination may be immediate and may be verbal. This contract may be renewed and/or extended my mutual agreement.

**MODIFICATIONS/ADDENDA**

This Agreement may be modified by mutual consent and be valid when modifications are in writing and signed by authorized representatives of City and Consultant.

**NOTICE/COMMUNICATIONS**

All notices and demands pursuant to this Agreement shall be directed in writing to: Mr. Tom Pagel, City Administrator.

**Consultant**

\_\_\_\_\_  
Loren Solberg Consultant, LLC

**City of Grand Rapids**

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

Name \_\_\_\_\_

Attest

By \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 12-20-2021

**AGENDA ITEM:** Consider entering into an agreement with Loren Solberg

**PREPARED BY:** Tom Pagel

---

### **BACKGROUND:**

The City will need to work with the State legislature to attempt to secure additional funding for the IRA Civic Center. To facilitate these efforts, City staff is recommending utilizing the services of Loren Solberg. A contract with details is attached for reference.

### **REQUESTED COUNCIL ACTION:**

Make a motion to enter into an agreement with Loren Solberg.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 12-20-2021

**AGENDA ITEM:** Consider an agreement with John Dimich

**PREPARED BY:** Tom Pagel

---

### **BACKGROUND:**

John Dimich performs misdemeanor prosecution for the City. He has agreed to a fixed fee of \$50,000 for three years. He has informed the City that this will be his last agreement with the City. The contract is attached for reference.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve the contract with John Dimich for misdemeanor prosecution.

## **CONTRACT FOR LEGAL CRIMINAL PROESECUTION**

THIS CONTRACT is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the **City of Grand Rapids**, a Minnesota municipal corporation, hereinafter referred to as “City”, and **John P. Dimich, Attorney at Law**, hereinafter referred to as “Attorney”.

### **RECITALS**

- A. City requires professional criminal prosecution legal services.
- B. Attorney can provide those services.

### **AGREEMENT**

In consideration of the mutual covenants and terms below, it is agreed by and between City and Attorney as follows:

#### **1. Scope of Services**

It shall be the general intent of the Scope of Services to have Attorney perform all services as defined in *Exhibit “A1” (Schedule of Retainer Services)*.

#### **2. Rate of Compensation**

Compensation to Attorney in full for work listed in *Exhibit “A1”* as follows.

*Exhibit “A1”*: Schedule of Retainer Services

All parties agree that John P. Dimich will represent the City of Grand Rapids in all criminal litigation for a flat fee of \$4,583.33 per month (\$55,000 annually) encompassing all duties contained under *Exhibit “A1”*. This rate will remain the same during the entire duration of this Agreement.

#### **3. Condition of Payment**

All services provided by Attorney pursuant to this Contract shall be performed to the satisfaction of City, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, as well as the Minnesota Rules of Professional Conduct. Payment shall be withheld for work found by City to be unsatisfactory, or performed in violation of federal, state, and local laws, ordinances, rules or regulations.

#### **4. Time of Performance**

All work will be performed in a timely manner and in accordance with time schedules agreed upon between Attorney and the City.

#### **5. Ownership of Documents**

The originals of all documents generated by Attorney shall be held according to the Minnesota Rules of Professional Conduct. Rule #1.15

## **6. Termination of the Contract**

Either party may cancel this Contract (or any part thereof) at any time by giving written notice to the other party at least 30 days prior to the effective date of the termination. Attorney shall be paid for the work performed prior to the effective date of termination provided, however, that Attorney's cancellation of this contract shall be governed by the MN Rules of Professional Conduct, Rule 1.16, based upon the payment terms of this Contract. Such payment shall not exceed the maximum amount provided for by the terms of this Contract. Notice to City shall be mailed or delivered to City Council, Grand Rapids City Hall, 420 N. Pokegama Avenue, Grand Rapids, MN 55744. Notice to Attorney shall be delivered to John P. Dimich, Attorney at Law, 350 NW First Ave, Suite B, Grand Rapids, MN 55744.

## **7. Length of Contract**

This contract will begin on January 1, 2022 and will terminate on December 31, 2024 unless early termination is exercised under Section 6 of this contract.

## **8. Independent Contractor**

It is agreed that nothing contained in this Contract is intended or should be construed as creating the relationship of co-partner, joint venturer, or an association with City and Attorney. Attorney is an independent contractor and neither Attorney, nor his employees, agents, subcontractors or representatives shall be considered employees, agents, or representatives of City. The Attorney shall be deemed legal representative of City for all purposes contemplated by this Contract and by the Minnesota Rules of Professional Conduct. Except as otherwise provided herein, Attorney shall maintain, in all respects, present control over the means and personnel by which this Contract is performed. From any amounts due Attorney, there shall be no deductions for federal income tax or FICA payments nor for any state income tax, nor for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Attorney.

## **9. Choice of Law**

The laws of the State of Minnesota shall govern all questions as to the execution, nature, obligation, instruction, validity, and performance of this Contract.

## **10. Additional Services**

In the event that a substantial change is made in the scope, complexity or character of the work contemplated under this Contract, or if it becomes necessary for Attorney to make substantial revisions to documentation completed or in progress and which has been approved by City, such work will be deemed "extra work". For "extra work", Attorney will be compensated as mutually agreed upon by the parties to this Contract.

Time extensions may be granted by City to Attorney for completion of specific services if City feels that the "extra work" warrants the extension.

## **11. Accuracy of Work**

Attorney shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of Attorney without additional compensation.

All items of work to be performed by Attorney shall be done in accordance with the requirements and recommendations of, and subject to the approval of, the City.

## **12. Subletting, Assignment, or Transfer**

No portion of the work under the contract shall be sublet, sold, transferred, assigned or otherwise disposed of except with the prior written consent of the City. The Attorney specified above is assigned the authority to perform services addressed in this contract.

The City may need from time to time specialized legal services which Attorney cannot perform and which the City will need to procure through Attorney practicing in limited areas of specialized practice. In order that Attorney be fully informed in advising the City, its Council, boards and Commissions, the City will consult with the Attorney when it utilizes specialized services of other counsel, except for labor and employment legal services which are separately contracted. In the event that City retains other counsel for a specialized matter, Attorney will continue to act as liaison with the outside counsel insuring that duplicate work is not being done by outside counsel and Attorney, and to insure that legal work done by outside counsel is limited to that which is beyond Attorney's expertise to minimize the cost of outside counsel. At such times as City utilizes services of other counsel, arrangements shall be made for such other counsel to provide copies to a specified member of Attorney of all communications and documents provided to City.

Additionally, it may be necessary for the Attorney's, or their firm, to decline to represent the City regarding a matter that would result in a conflict of interest. If in the Attorney's view there is a conflict of interest the Attorney will refer the matter to another qualified Attorney. If the matter is one of criminal prosecution, the Attorney' will not need Council authorization.

## **13. Indemnity**

Attorney shall save and protect, hold harmless, indemnify and defend City, its council members, officers, agents, employees and volunteer workers against any and all liability, causes of action, claims, loss, damages or cost and expense arising from any professional errors and omissions and/or negligent acts and omissions of Attorney in the performance of this Contract.

Attorney shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by Attorney under this Contract. Attorney shall, without additional compensation, correct or revise any errors or deficiencies in Attorney' reports and services.

## **14. Settlement of Claims**

In any case where Attorney deem that extra compensation is due for services, materials or damages not expressly required by the Contract or not ordered in writing by City as extra work, Attorney shall notify City in writing before they begin any such work on which they base the claim. If such notification is not

previously given or the claim is not separately and strictly accounted for, Attorney hereby waive and release forever any claim or costs for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of any claim by Attorney.

City shall decide all claims, questions, and disputes of whatever nature which are referred to it relative to the prosecution and fulfillment of this Contract; and its decision upon all claims, questions, and disputes shall be final and conclusive upon the parties thereto administratively. Nothing in this Contract shall be construed as making final the decision of City on a question of law.

## **15. Insurance.**

Attorney shall not commence work under this Contract until they have obtained at their own cost and expenses all insurance required herein. All insurance coverage is subject to approval of City and shall be maintained by Attorney at all times this Contract is in effect. Attorney further agree that to protect themselves as well as City under the indemnity Contract set forth above, they shall at all times during the term of the Contract have and keep in force:

Workers' Compensation:

Attorney shall obtain and maintain for the duration of this Contract, statutory workers' compensation insurance and employer's liability insurance as required under the laws of the State of Minnesota.

1. State: Minnesota — Statutory
2. Employer's Liability

Insurance certificates evidencing that the above insurance is in force with companies acceptable shall be submitted for examination and approval prior to the execution of the Contract, after which they shall be filed with City. The insurance certificates shall specifically provide that a certificate shall not be modified, canceled, or non - renewed except upon thirty (30) days prior written notice. Neither City's failure to require or insist upon certificates or other evidence of insurance showing a variance from the specified coverage changes Attorney' responsibility to comply with the insurance specifications. City may withhold payment for failure of Attorney to furnish certificates of insurance as required above.

## **16. Arbitration**

Any differences, claims, or matters in dispute arising between or among the parties out of or in connection with this Agreement shall be submitted to arbitration by a single Arbitrator mutually selected by the parties. If a single Arbitrator cannot be agreed upon, each party shall select an Arbitrator. The Arbitrators selected by the parties shall select a third Arbitrator whose cost will be shared equally by the parties to this contract. The determination of the Arbitrators shall be final and absolute. The Arbitrators shall be governed by the subject matter of this Agreement and the pertinent provisions of the laws of the State of Minnesota relating to arbitration. The decision of the Arbitrators may be entered as a judgment in any court of the State of Minnesota or elsewhere. Except as otherwise determined by the Arbitrators for the convenience of the Arbitrators, all arbitration proceedings shall be held in Itasca County, Minnesota.

**17. Successors and Assigns**

City and Attorney, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Contract. Neither City nor Attorney shall assign, sublet, or transfer any interest in this Contract without the prior written consent of the other.

**18. Equal Employment and Nondiscrimination and Affirmative Action**

In connection with the work under this Contract, Attorney agreed to comply with the applicable provisions of state and federal equal employment opportunity and nondiscrimination statutes and regulations.

**19. Sevarability**

In the event any provision of this Contract shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Contract to fail its purpose. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

**20. Entire Contract**

It is understood and agreed that the entire Contract of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts presently in effect between City and Attorney relating to the subject matter hereof.

**21. Relationship with Others**

Attorney shall cooperate fully with City, other municipalities, local government officials, public utility companies, and others as may be directed by City. This shall include attendance at meetings, discussions, and hearings as may be requested by City, furnishing data as may be requested from time to time by City to effect such cooperation and compliance with all directives issued by City.

**22. Covenant Against Contingent Fees**

Attorney warrant that they have not employed or retained any company or person other than a bona fide employee working solely for Attorney to solicit or secure this Contract and that they have not paid or agreed to pay any company or person other than a bona fide employee working solely for Attorney any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.

**23. Laws**

Attorney shall keep themselves fully informed of all existing and current regulations of the city, county, state and federal laws which in any way limit or control the actions or operations of those engaged upon the work or affecting the materials supplied to or by them. Attorney shall at all times observe and comply with all ordinances, laws, and regulations and shall protect and indemnify City as provided in Article 12 of this Contract.

**24. Authorized Agent of City**

City shall appoint an authorized agent for the purpose of administration of this Contract. Attorney is notified that the authorized agent of City is as follows:

City Administrator  
420 North Pokegama Avenue  
Grand Rapids, Minnesota 55744

**25. Working Relationship**

In order to maintain a positive working relationship over the term of this contract the Attorney and the City agree to conduct periodic reviews (once a year in December after the signing of this Contract) of the Attorney’s work under this contract. The method and forum for the reviews will be developed by the Attorney and the City Administrator and approved by the Council.

**26. Modification of Contract**

Any alterations, variations, modifications, or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, signed by the Mayor and City Administrator/Clerk and by Attorney and attached to the original of this Contract.

**27. Conflict of Interest**

John Dimich, Attorney at Law, is not aware of any current conflict of interest in representation of the City of Grand Rapids. Should any actual conflict arise, John Dimich shall immediately advise all parties and reach a mutually satisfactory solution.

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

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

**CITY OF GRAND RAPIDS**

BY: \_\_\_\_\_  
Dale Christy, Its Mayor

ATTEST: \_\_\_\_\_  
Thomas Pagel, Its City Administrator

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

**JOHN P. DIMICH, ATTORNEY AT LAW**

BY: \_\_\_\_\_  
John P. Dimich

***EXHIBIT "A1"***  
***SCHEDULE OF RETAINER SERVICES***

**CRIMINAL LEGAL SVCS****Retainer**

1. Prosecution of gross misdemeanors, misdemeanors and petty misdemeanor cases including traffic violations, DWI cases, theft and City code violations

2. Drafting of complaints, preparing reports, working with the Police Chief and other appropriate personnel on all law enforcement issues.

3. Training of police personnel on law related matters including report writing, legislative changes, and general police/prosecution relationship issues.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 12-20-2021

**AGENDA ITEM:** Consider an employment agreement with Bob Cahill

**PREPARED BY:** Tom Pagel

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### **BACKGROUND:**

Attached is an employment agreement with Bob Cahill that will terminate on his date of retirement in March of 2024. In addition to identifying a retirement date the City's contribution to his health savings account is increased from \$2,000 to \$5,000. Bob will also accrue Flex Time Off like other city employees.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve an employment contract with Bob Cahill.

## EMPLOYMENT AGREEMENT

### CITY OF GRAND RAPIDS DIRECTOR OF GOLF

THIS EMPLOYMENT AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF GRAND RAPIDS, hereinafter referred to as "City," and ROBERT CAHILL, hereinafter referred to as "Cahill.,"

### RECITALS

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

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

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

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

1. EMPLOYMENT: Upon the terms and conditions set forth in this Employment Agreement, City hereby employs Cahill, and Cahill accepts employment, as Director of Golf at Pokegama Golf Course. In addition to his employment duties as Director of Golf, Cahill shall be permitted to operate the Pro Shop within the Pokegama Golf Course Club House in accordance with the provisions of Paragraph 5 of this Employment Agreement. In his capacity as operator of the Pro Shop, Cahill is not an employee of the City of Grand Rapids.
2. DUTIES: Cahill shall perform the duties of Director of Golf as described in the Director of Golf job description, which is attached hereto and incorporated herein by reference as Exhibit A, and such other legally permissible and proper duties and functions as City shall from time to

time assign. City reserves the right to revise and update the Director of Golf job description periodically as City deems appropriate. As Director of Golf, Cahill shall be under the direct supervision of the City Administrator and ultimately accountable to the City Council of the City of Grand Rapids. Cahill shall not engage in any activities outside City employment for which he would be compensated except with the advance approval of City, which approval shall not be unreasonably withheld. Cahill shall immediately disclose to the City Administrator any proposed outside activities for which he would be compensated in addition to his City employment. Provided, however, it is agreed that Cahill may operate the Pro Shop at Pokegama Golf Course Club House.

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

3. COMPENSATION: In consideration of his performance of the duties of Director of Golf, Cahill shall be paid an annual salary of \$90,947.07 . Said salary shall be deemed earned and paid on a bi-weekly basis. Said salary constitutes Cahill's gross earnings and shall be subject to federal and state income tax withholding deductions, FICA and Medicare deductions, PERA deduction, and such other deductions as may be legally required from time to time or as may be mutually agreed upon by Cahill and City.

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

Cahill's salary shall be reviewed when all other non-represented full-time employees are reviewed. City agrees that Cahill, at his option, may treat a reduction in his annual salary as a termination of this Employment Agreement by City.

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

- a. Short-Term Disability Protection: Cahill shall be entitled to maintain his salaried status for a period of up to ninety (90) calendar days of continuous disability per incident of disability.
- b. EMB/FTO: Cahill shall accrue FTO at a rate of 12 hours per pay period .
- c. Post-Employment Healthcare Savings Plan: Commencing January of each year, the City shall deposit \$5,000 into a Post-Employment Healthcare Savings account in Cahill's name.

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

5. PRO SHOP: As an independent contractor, Cahill shall compensate the City \$5,696.73 annually for use of space and certain fixtures in order to operate a Pro Shop at Pokegama Golf Course, including sale of golf merchandise, club rental, storage, cleaning and repair, and golf instructional lessons. Rent is based on 351 SF at \$16.23 /SF. Rent shall increase \$0.25/SF annually. Rent payments shall be in 1/12 installments paid monthly, on the effective date of this agreement. Cahill shall establish the hours of operation of the Pro Shop subject to the right of City to establish minimum hours of operation. Cahill shall purchase for his own account inventory for the Pro Shop, shall exclusively determine the types and quantities of merchandise available for sale and the pricing thereof, and shall be exclusively responsible for profits, losses, damage or shrinkage relating to inventory. Cahill shall also determine the services to be offered at the Pro Shop, subject to City's right to determine minimum range of services to be offered. Cahill shall have use of the driving range when providing golf lessons. City shall not authorize any other individual to operate a Pro Shop, including the Pro Shop services and activities listed this Paragraph, during the tem of this Employment Agreement.

City and Cahill may mutually agree that revenues from Pro Shop sales and services shall be collected through City's cash register. City shall then reimburse Cahill for cash proceeds received by City from Pro Shop sales, provided that City shall not be obligated to reimburse

Cahill for checks which are not honored and paid or charge sales, including credit card charges, for which City does not receive cash payment.

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

Cahill shall hold harmless, indemnify and defend City against any and all claims, damages, losses or judgments against City arising out of merchandise sold or services provided by Cahill through the Pro Shop. Cahill shall obtain and keep in force a policy of comprehensive general liability insurance, which policy shall name City as an additional insured, with limits of liability not less than City's maximum limits of liability as set forth in Minn. Stat. Sec. 466.04. Cahill shall keep on file at the office of the City Clerk a current certificate of insurance evidencing that said policy is in full force and effect and providing that City shall receive 30 days' advance notice prior to cancellation of said policy.

6. TERM AND TERMINATION OF AGREEMENT: The term of this contract begins January 1, 2022 and ends March 31, 2024. The City may terminate this Employment Agreement and Cahill's employment with City with or without cause by notifying Cahill on or before July 1 of a calendar year, with termination to be effective December 31 of the same calendar year. Cahill shall continue his employment until the effective date of termination or City shall pay him his salary to the date of termination as severance pay, said decision being at the discretion of City. In addition, City may terminate Cahill's employment at any time for just cause.

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

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

7. PERSONNEL POLICIES: The City of Grand Rapids Personnel Policies shall apply to the employment relationship between Cahill and City except as expressly referenced in this Employment Agreement.

8. GENERAL PROVISIONS:

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

To City: City of Grand Rapids  
c/o City Administrator  
Grand Rapids City  
420 No. Pokegama Ave.  
Grand Rapids, MN 55744

-and-

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

To Cahill: Mr. Bob Cahill, Director  
18 Horseshoe Drive  
Grand Rapids, MN 55744

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

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

CITY OF GRAND RAPIDS

ROBERT CAHILL

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

By: \_\_\_\_\_  
Director of Golf

By: \_\_\_\_\_  
Kimberly Gibeau, City Clerk

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

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** December 20, 2021

**AGENDA ITEM:** Consider approving correction to Hospital Security Services Agreement Addendum #1

**PREPARED BY:** Kimberly Gibeau

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### **BACKGROUND:**

On September 27, 2021, the City Council approved Addendum #1 to Hospital Security Services Agreement. The addendum end date should be noted as December 31, 2023, not December 31, 2021. Grand Itasca Clinic and Hospital has already approved and initialed the corrected date on the addendum and staff is requesting that the City Council do the same.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve date correction from December 31, 2021 to December 31, 2023 on the previously approved Addendum #1 to Hospital Security Services Agreement.

## ADDENDUM #1 TO HOSPITAL SECURITY SERVICES AGREEMENT

THIS ADDENDUM shall amend the "Hospital Security Services Agreement" between the City of Grand Rapids, by and through its Police Department, and Grand Rapids Itasca Clinic and Hospital dated November 30, 2018.

The Parties agree that the following term of the current agreement attached is 1/1/2019 until ~~12/31/2021~~ unless modified in writing and signed by both parties.

*JM*

*12/31/2023*

- A smaller annual increase in future years, to make sure we are keeping up with the market and paying a competitive wage.
- Including the Hospital Security employees on our Non-Represented pay scale, putting the Full Time Hospital Security Lead at a Grade 8 and the Full Time Hospital Security Officers at a Grade 7. Part Time employees will remain on the part-time wage schedule at \$20.71 per hour plus any COLA increases. The effective date of these changes will be October 1, 2021.

All other terms and conditions of the Hospital Security Services Agreement dated November 30, 2018, remain unchanged.

### CITY OF GRAND RAPIDS

*Tom Pagel*

Tom Pagel (Sep 28, 2021 22:05 CDT)

Thomas Pagel, City Administrator

Date: Sep 28, 2021

*Dale Christy*

Dale Christy (Sep 29, 2021 21:52 CDT)

Dale Christy, Mayor

Date: Sep 29, 2021

### GRAND RAPIDS CLINIC AND HOSPITAL

*Jean MacDonell*

Jean MacDonell (Oct 4, 2021 16:07 CDT)

Jean MacDonell, President and CEO

Date: Oct 4, 2021



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** December 20, 2021

**AGENDA ITEM:** Consider adopting a resolution establishing the official polling places for Grand Rapids Precincts One, Two, Three and Four

**PREPARED BY:** Kimberly Gibeau

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### BACKGROUND:

Each year, Municipalities are required to adopt a resolution officially designating polling places within each of their voting precincts. With the completion of the Fire Hall, we would like to relocate precincts one and two. Specifically, move precinct one to the Fire Hall as that facility is located within the precinct boundaries and move precinct two from the shared space in the upper lobby of the IRA Civic Center to the Grand Rapids Area Library, also located within the precinct boundaries of precinct 2. With these changes, each precinct will be located within its own jurisdiction as preferred by law.

### REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution establishing official polling places for the City of Grand Rapids Precincts One, Two, Three and Four.

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 21-

**A RESOLUTION ESTABLISHING THE OFFICIAL POLLING PLACES FOR GRAND RAPIDS PRECINCTS ONE (1), TWO (2), THREE (3) AND FOUR (4)**

WHEREAS, polling places are designated by the governing body of each municipality; and

WHEREAS, the governing body of a municipality making designations for polling places must designate, by ordinance or resolution, a polling place for every precinct by December 31<sup>st</sup> of each year for the next calendar year; and

WHEREAS, municipalities are required to designate polling places for each precinct, each year, regardless if there is an election scheduled for the next year or not, in the event a special election is called; and

WHEREAS, changes cannot be made less than 90 days before the next election, including school district elections or referenda, nor anytime between the state primary and general elections; and

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, hereby establishes the following polling places within city limit precincts:

- |                                 |  |
|---------------------------------|--|
| Grand Rapids Precinct One (1)   | Grand Rapids Fire Hall<br>104 SE 11 <sup>th</sup> Street         |
| Grand Rapids Precinct Two (2)   | Grand Rapids Area Library<br>140 NE 2 <sup>nd</sup> Street       |
| Grand Rapids Precinct Three (3) | IRA Civic Center (Upper Level)<br>1401 NW 3 <sup>rd</sup> Avenue |
| Grand Rapids Precinct Four (4)  | Zion Lutheran Church<br>2901 S. US Highway 169                   |

Adopted this 20<sup>th</sup> day of December 2021.

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

Attest:

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

Councilor seconded the foregoing resolution and the following voted in favor thereof: ; and the following voted against same: 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:** December 20, 2021

**AGENDA ITEM:** Consider vacating one seat on the Arts & Culture Commission and appoint members to the Arts & Culture Commission

**PREPARED BY:** Kimberly Gibeau

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### BACKGROUND:

The Arts & Culture Commission has three terms expiring as of December 31, 2021. Staff have made several attempts to contact current Commission Chair, Kayla Aubid without success. Two current members would like to be re-appointed to another term.

Staff is requesting that the Council vacate the current seat held by Kayla Aubid and re-appointment Ed Zabinski and Anne-Marie Erickson to another three-year term. If approved, the Arts & Culture Commission will have two remaining vacancies.

### REQUESTED COUNCIL ACTION:

Make a motion to vacate the seat held by Commissioner Aubid, appoint Ed Zabinski and Anne-Marie Erickson to another three-year term, expiring December 31, 2024 and authorize staff to fill the remaining vacancies.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** December 20, 2021

**AGENDA ITEM:** Consider changing status of Assistant Superintendent at the Pokegama Golf Course from Seasonal to Full-time.

**PREPARED BY:** Lynn DeGrio

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### **BACKGROUND:**

In the past, the Assistant Superintendent at the Pokegama Golf Course has been classified as Seasonal full-time. In lieu of laying off the employee in that position when the golf season ends, we would like to utilize that employee in the winter months by other departments on an as-needed basis.

We would like to amend the job description to include “*Other duties as assigned by the Director of Golf during the winter months.*”

Cody Alleman is currently the Assistant Superintendent and would now be classified as a Non-Represented, Non-exempt, Full-time employee and will be benefit-eligible beginning on January 1, 2022.

### **REQUESTED COUNCIL ACTION:**

Make a motion to change the status of the Assistant Superintendent at the Pokegama Golf Course from Seasonal to Full-time effective immediately and amend the job description as recommended.

## City of Grand Rapids Job Description

**Job Title:** **Assistant Superintendent**  
**Department:** Pokegama Golf Course  
**FLSA Status:** Non-exempt  
**Approved By:** City Council  
**Approved Date:** ~~February 26, 2018~~ December 20, 2021

**Summary:** Performs difficult semiskilled work in the maintenance and operation of golf course buildings, grounds, vehicles and mechanical equipment, and related work as apparent or assigned. Work is performed under the limited supervision of the Director of Golf and Superintendent. Continuous supervision is exercised over all personnel within the team.

**Essential Duties and Responsibilities** include the following. 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.

- Operates a variety of diagnostic instruments and a variety of hand, electric and air-driven tools.
- Tests, services and repairs vehicle and mechanical equipment.
- Inspects, adjusts and replaces necessary units and related parts in the performance of repair and maintenance work.
- Repairs brake, engine, electrical, fuel, hydraulic, transmission, ignition, air, exhaust, axle assemblies and related systems.
- Cuts and weld metal and performs body repair, touch up and related work.
- Changes and repairs tires and tubes.
- Provides emergency field assistance to disabled equipment as needed and appropriate.
- Maintains records, prepares reports and other specialized maintenance records of equipment and mechanical equipment.
- Assists in the training and/or supervision of lower level employees.
- Mows and maintains fairways, greens, tee areas, rough, and open space areas; moves weeds; cleans and maintains said traps and other course elements; maintains sprinkler systems and assists in the repair and installation of sprinkler lines and heads.
- Inspects, washes, and performs routine maintenance of drinking areas and restrooms.
- Performs routine maintenance on turf and power equipment.
- Plants turf, trees, shrubs and flowers.
- Carries out the seeding, fertilizing, top dressing, soil conditioning, watering, and the pest and weed control of golf course.
- Maintains and adjusts specialized turf care equipment and tools, including electric motors, pumps, sprinklers, tractors, mowers, and irrigation systems.
- Performs custodial work such as required and assigned; including: change light bulbs and fluorescent tubes; dump garbage and reline cans with liners; clean and sanitize outdoor restrooms and replenish supplies; clean rain gutters; sweep roofs.
- Collects and disposes of solid waste from buildings and grounds; picks up litter from premises.

- Opens and closes, locks and unlocks facilities as needed.
- Assists in setting up and taking down equipment for various programs and tournaments, prepares facilities for program use.
- Keeps records of work completed.
- Oversees and assists in the maintenance of irrigation systems and the repair and installation of irrigation lines and heads.
- Other duties as assigned by the Director of Golf during the winter months

**Knowledge, Skills, Abilities and Competencies Required:** The requirements listed below are representative of the knowledge, skill, ability and/or competency sets required to complete the essential functions at a satisfactory level.

### **Education and/or Experience**

High school diploma or GED and considerable experience working in golf course or irrigation maintenance, or equivalent combination of education and experience.

- Skill in operation of listed tools and equipment.
- Ability to communicate effectively, verbally and in writing; ability to establish and maintain effective working relationships with employees, supervisors, vendors and the public.
- Working knowledge of equipment, materials and supplies used in building and grounds maintenance; working knowledge of equipment and supplies used to do minor repairs.
- Ability to work independently and to complete daily activities according to work schedule; ability to lift heavy objects, walk and stand for long periods of time, and to perform strenuous physical labor under adverse field conditions; ability to understand, follow and transmit written and oral instructions. Ability to accomplish physical demands of the job (see physical demands below.)\
- Ability to assist in the maintenance and operation an automated irrigation system.

### **TOOLS AND EQUIPMENT USED:**

Motorized vehicles for mechanical testing purposes, power and hand tools and equipment for vehicle and mechanical system work; mechanic's tools including jacks, hydraulic lifts air tools, and other tools required for minor repairs and routine maintenance of motorized vehicles; electronic vehicle diagnostic equipment; personal computer, calculator, phone; mobile or portable radio.

Pickup truck; turn care and landscaping equipment, including tractors, mowers, aerifier, chain saw, edgers, weed trimmers, electric motors, pumps, sprinklers, irrigation system; miscellaneous hand and power tools for turf maintenance, carpentry, painting, plumbing, electrical, and cement finishing work; janitorial equipment including floor buffers, steam cleaner, carpet cleaners, washers, vacuums, mops, brooms, and dusting equipment.

### **Physical Demands**

This work requires the regular exertion of up to 10 pounds of force and occasional exertion of up to 100 pounds of force; work regularly requires standing, walking, speaking or hearing, using hands to finger, handle or feel, reaching with hands and arms and lifting, frequently requires sitting, stooping, kneeling, crouching or crawling, pushing or pulling and repetitive motions and occasionally requires climbing or balancing; work requires ability to adjust focus, depth perception, color perception and peripheral vision; vocal communication is required for expressing or

exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work regularly requires working near moving mechanical parts, exposure to fumes or airborne particles, exposure to outdoor weather conditions and exposure to vibration and occasionally requires working in high, precarious places, exposure to toxic or caustic chemicals and exposure to the risk of electrical shock; work is generally in a moderately noisy location (e.g. business office, light traffic).

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The duties listed above 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.

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO. 21-

A RESOLUTION APPROVING THE FINAL 2021 TAX LEVY PAYABLE IN 2022

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, levies the following sums of money for the current year 2021 collectible in 2022, upon the taxable property in the City of Grand Rapids, for the following purposes:

General Fund	\$5,243,850
Library Fund	759,331
Cemetery	218,427
Internal Loan-Public Works Equipment	224,000
Abatement Levies	15,000
GREDA	60,000
2009C Improvement Bonds	303,548
Debt Study Reduction	(150,000)
2010A Improvement Bonds	55,611
2011B Improvement Bonds	55,779
2012 Improvement Bonds	133,284
2013B Reconstruction Bonds	104,470
2014A Reconstruction Bonds	234,356
2016A Reconstruction Bonds	151,759
2017A Reconstruction Bonds	169,245
2017B Refunding Bonds	181,807
2018A St Recon & CIP Bonds	142,454
2019A Improvement Bonds	131,492
2020A Reconstruction Bonds	163,852
2021 GO/Abatement Bonds	98,732
2021B GO Bonds	<u>306,268</u>
TOTAL LEVY TO BE CERTIFIED	<u>\$8,603,265</u>

Adopted this 20th day of December 2021.

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

Attest:

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

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

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO. 21-

A RESOLUTION ADOPTING THE 2022  
GENERAL FUND REVENUE AND EXPENDITURE BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following General Fund Revenue and Expenditure budget for 2022:

**REVENUES**

Taxes	\$5,243,850
Payment in Lieu of Taxes	913,000
Licenses and Permits	297,805
Intergovernmental	1,752,003
Charges for Services	1,168,523
Fines and Forfeits	56,000
Miscellaneous Revenue	<u>71,700</u>
<b>TOTAL REVENUE</b>	<b><u>\$10,190,921</u></b>

**EXPENDITURES**

Administration	\$ 619,700
Building Safety Division	448,300
Community Development	558,963
Council/Boards	126,769
Finance	585,152
Fire	814,078
Fleet Maintenance	280,478
Information Technology	327,941
Police	3,411,091
Public Works	2,253,026
Recreation	92,119
City Wide	262,465
Transfers	323,339
Fund Balance Payback	<u>87,500</u>
<b>TOTAL EXPENDITURES</b>	<b><u>\$10,190,921</u></b>

Adopted this 20th day of December 2021.

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

Attest:

---

Kimberly Gibeau, City Clerk

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

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO. 21-

A RESOLUTION ADOPTING THE 2022 SPECIAL REVENUE FUND  
PUBLIC LIBRARY REVENUE AND EXPENDITURES BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following Special Revenue Fund-Public Library revenue and expenditures budget for 2022:

REVENUES:	
Taxes	\$759,331
Intergovernmental	128,000
Charges for Services	28,082
Miscellaneous	<u>7,800</u>
<b>TOTAL REVENUES</b>	<b><u>\$923,213</u></b>
EXPENDITURES:	
Personnel	\$667,190
Supplies and Materials	92,500
Other Charges and Services	<u>163,523</u>
<b>TOTAL EXPENDITURES</b>	<b><u>\$923,213</u></b>
Revenue over Expenditures	<u>\$ 0</u>

Adopted this 20th day of December 2021.

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

Attest:

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

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

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO 21-

A RESOLUTION ADOPTING THE 2022 SPECIAL REVENUE FUND  
CEMETERY REVENUE AND EXPENDITURES BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopted the following Special Revenue Fund – Cemetery revenue and expenditures budget for 2022:

REVENUES:

Taxes	\$218,427
Charges for Services	35,000
Miscellaneous	<u>1,500</u>
Total Revenue	<u>\$254,927</u>

EXPENDITURES:

Personnel	\$203,937
Supplies & Materials	13,600
Other Charges	<u>37,390</u>
Total Expenditures	<u>\$254,927</u>

EXCESS REVENUE OVER EXPENDITURES     \$     0

Adopted this 20th day of December 2021.

\_\_\_\_\_  
Dale Christy, 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.

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO 21-

A RESOLUTION ADOPTING THE SPECIAL REVENUE FUND  
ECONOMIC DEVELOPMENT AUTHORITY 2022 REVENUE AND EXPENDITURES BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following Special Revenue Fund – Economic Development Authority revenue and expenditures budget for 2022:

REVENUES:

Miscellaneous	\$200
Fund Balance Usage	16,050
<b>Total Revenue</b>	<b><u>\$16,250</u></b>

EXPENDITURES:

Supplies & Materials	\$ 50
Other Charges	<u>16,200</u>
<b>Total Expenditures</b>	<b><u>\$ 16,250</u></b>
<b>Excess Revenue over Expenditures</b>	<b><u>\$ 0</u></b>

Adopted this 20th day of December 2021.

\_\_\_\_\_  
Dale Christy, 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.

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO 21-

A RESOLUTION ADOPTING THE 2022 SPECIAL REVENUE FUND-CIVIC CENTER REVENUE AND EXPENDITURES BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopt the following Special Revenue Fund – Civic Center revenue and expenditures budget for 2022:

REVENUES:

Charges for Services	\$ 2,500
Miscellaneous	<u>637,500</u>
Total Revenue	<u>\$640,000</u>

EXPENDITURES:

Personnel	\$264,244
Supplies & Materials	13,100
Other Charges	<u>265,333</u>
Total Expenditures	<u>\$542,677</u>

EXCESS REVENUE OVER EXPENDITURES \$ 97,323

Adopted this 20th day of December 2021.

\_\_\_\_\_  
Dale Christy, 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.

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO 21-

A RESOLUTION ADOPTING THE 2022 REVENUE AND EXPENDITURES BUDGET FOR THE GRAND RAPIDS/ITASCA COUNTY AIRPORT

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following revenue and expenditures budget for the Grand Rapids/Itasca County Airport for 2022:

REVENUES:

Intergovernmental	\$ 86,488
Charges for Services	5,900
Miscellaneous Revenue	137,450
Other Sources	<u>20,000</u>
Total Revenue	<u>\$249,838</u>

EXPENDITURES:

Personnel	\$ 106,605
Supplies & Materials	39,375
Other Charges	<u>103,858</u>
Total Expenditures	<u>\$249,838</u>

EXCESS REVENUE OVER EXPENDITURES \$ 0

Adopted this 20th day of December 2021.

\_\_\_\_\_  
Dale Christy, 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.

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO 21-

A RESOLUTION ADOPTING THE 2022 SPECIAL REVENUE FUND  
POLICE DESIGNATED FORFEITURES REVENUE AND EXPENDITURES BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following Special Revenue Fund – Police Designated Forfeitures revenue and expenditures budget for 2022:

REVENUES:

Intergovernmental	\$ 8,000
Miscellaneous	500
Fund Balance Usage	<u>17,000</u>
Total Revenue	<u>\$25,500</u>

EXPENDITURES:

Supplies & Materials	3,500
Other Charges	2,000
Capital Outlay	<u>20,000</u>
Total Expenditures	<u>\$25,500</u>

EXCESS REVENUE OVER EXPENDITURES \$ 0

Adopted this 20th day of December 2021.

\_\_\_\_\_  
Dale Christy, 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.

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO 21 -

A RESOLUTION ADOPTING THE 2022 SPECIAL REVENUE FUND STATE HAZMAT RESPONSE TEAM REVENUE AND EXPENDITURES BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following Special Revenue Fund – State Hazmat Response Team revenue and expenditures budget for 2022:

REVENUES:

Intergovernmental	<u>\$60,000</u>
Total Revenue	<u>\$60,000</u>

EXPENDITURES:

Personnel	\$29,390
Supplies & Materials	11,610
Other Charges	<u>19,000</u>
Total Expenditures	<u>\$60,000</u>

EXCESS REVENUE OVER EXPENDITURES \$ 0

Adopted this 20th day of December 2021.

\_\_\_\_\_  
Dale Christy, 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.

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO. 21-

A RESOLUTION ADOPTING THE 2022 SPECIAL REVENUE FUND DOMESTIC ANIMAL CONTROL FACILITY REVENUE AND EXPENDITURES BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following Special Revenue Fund-Domestic Animal Control Facility revenue and expenditures budget for 2022:

REVENUES:	
Fines & Fees	\$ 39,500
Operating Transfer In	<u>35,589</u>
TOTAL REVENUES	<u>\$ 75,089</u>
EXPENDITURES:	
Personnel	\$ 53,064
Supplies and Materials	3,500
Other Charges and Services	<u>18,525</u>
TOTAL EXPENDITURES	<u>\$ 75,089</u>
EXCESS REVENUE OVER EXPENDITURES	<u>\$ 0</u>

Adopted this 20th day of December 2021.

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

Attest:

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

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

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO 21-

A RESOLUTION ADOPTING THE 2022 SPECIAL REVENUE FUND  
CENTRAL SCHOOL REVENUE AND EXPENDITURES BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopted the following Special Revenue Fund – Central School revenue and expenditures budget for 2022:

REVENUES:

Miscellaneous	\$ 60,000
Operating Transfer In	<u>56,450</u>

Total Revenue \$ 116,550

EXPENDITURES:

Supplies & Materials	\$ 1,650
Other Charges	109,500
Capital Outlay	<u>5,400</u>

Total Expenditures \$ 116,550

EXCESS REVENUE OVER EXPENDITURES \$ 0

Adopted this 20th day of December 2021.

\_\_\_\_\_  
Dale Christy, 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.

Councilmember introduced the following resolution and moved for its adoption:

**RESOLUTION NO. 21-**

**A RESOLUTION ADOPTING THE 2022 ENTERPRISE FUND-  
POKEGAMA GOLF COURSE  
REVENUE AND EXPENSE BUDGET**

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following Enterprise Fund Pokegama Golf Course revenue and expense budget for 2022:

<b>REVENUES:</b>	
Charges for Services	\$758,418
Miscellaneous Revenue	<u>47,948</u>
Total Revenues	<u>\$806,366</u>
 <b>EXPENSES:</b>	
Personnel	\$315,488
Supplies and Materials	69,200
Other Charges and Services	255,251
Depreciation Expense	<u>113,000</u>
Total Expenses	<u>\$752,939</u>
 Net Income/(Loss)	 <u>\$ 53,427</u>

Adopted this 20th day of December 2021.

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

Attest:

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

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

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO. 21-

A RESOLUTION ADOPTING THE 2022 ENTERPRISE FUND-  
STORM WATER UTILITY  
REVENUE AND EXPENSE BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following Enterprise Fund Storm Water Utility revenue and expense budget for 2022:

REVENUES:	
Licenses & Permits	\$2,000
Charges for Services	<u>845,000</u>
Total Revenues	<u>\$847,000</u>
EXPENSES:	
Personnel	\$360,440
Supplies and Materials	75,000
Other Charges and Services	357,490
Depreciation Expense	<u>50,057</u>
Total Operations	842,987
Transfer to Storm Water Utility Projects	<u>4,013</u>
Total Expenses	<u>\$847,000</u>
Net Income/(Loss)	<u>\$ -0-</u>

Adopted this 20th day of December 2021.

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

Attest:

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

Councilmember seconded the forgoing 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:** December 20, 2021

**AGENDA ITEM:** Consider approving resolutions adopting the 2021 Tax Levy Payable 2022, 2022 General Fund Budgets, 2022 Special Revenue Budgets and 2022 Enterprise Budgets.

**PREPARED BY:** Barb Baird

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### BACKGROUND:

The City Council and staff have been working on the 2022 budgets since early 2021. The 2021 tax levy payable in 2022 and City budgets were discussed at the public forum on Monday, December 6, 2021. The City was able to get the tax rate slightly under last year's rate. This year the rate is approximately 82.553.

We are requesting the Council adopt the resolutions listed to approve a tax levy for 2021 payable in 2022 and the 2022 budgets for the General Fund, Special Revenue Funds and Enterprise Funds.

### REQUESTED COUNCIL ACTION:

Make a motion to approving resolutions adopting the following:

- 2021 Tax Levy Payable 2022, the 2022 General Fund Revenue and Expenditures Budget,
- 2022 Special Revenue Fund Budgets for the Library, Cemetery, Grand Rapids Economic Development Authority, Civic Center, Grand Rapids/Itasca County Airport, Police Forfeiture Fund, Haz-Mat Response Fund, Domestic Animal Control Facility, and Central School,
- 2022 Enterprise Fund Budgets for Pokegama Golf Course and Storm Water Utility Fund.

**RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT (MOA)  
BETWEEN THE STATE OF MINNESOTA AND LOCAL GOVERNMENTS AND  
AUTHORIZING PARTICIPATION IN NATIONAL OPIOID SETTLEMENTS**

**WHEREAS**, the State of Minnesota, Minnesota counties and cities, and their people, have been harmed by misconduct committed by certain entities that engage in the manufacture, marketing, promotion, distribution, or dispensing of opioids; and

**WHEREAS**, the State of Minnesota and numerous Minnesota cities and counties joined with thousands of local governments across the country to file lawsuits against opioid manufacturer and pharmaceutical distribution companies and hold those companies accountable for their misconduct; and

**WHEREAS**, representatives of local Minnesota governments, the League of Minnesota Cities, the Association of Minnesota Counties, the Coalition of Greater Minnesota Cities, the State of Minnesota, and the Minnesota Attorney General's Office have negotiated and prepared a Memorandum of Agreement (MOA) to provide for the equitable distribution of proceeds to the State of Minnesota and to individual local governments from recent settlements in the national opioid litigation; and

**WHEREAS**, by signing onto the MOA, the state and local governments maximize Minnesota's share of opioid settlement funds, demonstrate solidarity in response to the opioid epidemic, and ensure needed resources reach the most impacted communities; and

**WHEREAS**, it is in the best interests of the State of Minnesota and the residents of the City of Grand Rapids, and the County of Itasca, that the City participate in the national opioid litigation settlements.

**NOW, THEREFORE**, be it resolved by the City Council of the City of Grand Rapids, Minnesota:

1. Participation in the opioid litigation settlements promotes the public health, safety, and welfare of the residents of the City of Grand Rapids.
2. The City of Grand Rapids supports and opts-in to the national opioid litigation settlements with the Distributors McKesson, Cardinal Health, and Amerisource Bergen, and with the Manufacturer Johnson & Johnson.
3. The Memorandum of Agreement (MOA) between the State of Minnesota and Local Governments relating to the distribution of settlement funds is hereby approved by the City of Grand Rapids.
4. City Staff is hereby authorized to take such measures as necessary to sign the MOA and otherwise participate in the national opioid settlements, including executing the Participation Agreement and accompanying Release.

Adopted by the City Council of Grand Rapids, 2021

\_\_\_\_\_  
City Administrator, Thomas Pagel

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

Attest:

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

**MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT**

**WHEREAS**, the State of Minnesota, Minnesota counties and cities, and their people have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic;

**WHEREAS**, certain Minnesota counties and cities, through their counsel, and the State, through its Attorney General, are separately engaged in ongoing investigations, litigation, and settlement discussions seeking to hold opioid manufacturers and distributors accountable for the damage caused by their misconduct;

**WHEREAS**, the State and Local Governments share a common desire to abate and alleviate the impacts of the misconduct described above throughout Minnesota;

**WHEREAS**, while the State and Local Governments recognize the sums which may be available from the aforementioned litigation will likely be insufficient to fully abate the public health crisis caused by the opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort;

**WHEREAS**, the investigations and litigation with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson have resulted in National Settlement Agreements with those companies, which the State has already committed to join;

**WHEREAS**, Minnesota's share of settlement funds from the National Settlement Agreements will be maximized only if all Minnesota counties, and cities of a certain size, participate in the settlements;

**WHEREAS**, the National Settlement Agreements will set a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts;

**WHEREAS**, this Memorandum of Agreement is intended to facilitate compliance by the State and by the Local Governments with the terms of the National Settlement Agreements and is intended to serve as a State-Subdivision Agreement under the National Settlement Agreements;

**WHEREAS**, this Memorandum of Agreement is also intended to serve as a State-Subdivision Agreement under resolutions of claims concerning alleged misconduct in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and cities and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement; and

**WHEREAS**, specifically, this Memorandum of Agreement is intended to serve under the Bankruptcy Resolutions concerning Purdue Pharma and Mallinckrodt as a qualifying Statewide Abatement Agreement.

## I. Definitions

As used in this MOA (including the preamble above):

“Approved Uses” shall mean forward-looking strategies, programming, and services to abate the opioid epidemic that fall within the list of uses on **Exhibit A**. Consistent with the terms of the National Settlement Agreements and Bankruptcy Resolutions, “Approved Uses” shall include the reasonable administrative expenses associated with overseeing and administering Opioid Settlement Funds. Reimbursement by the State or Local Governments for past expenses are not Approved Uses.

“Backstop Fund” is defined in Section VI.B below.

“Bankruptcy Defendants” mean Purdue Pharma L.P. and Mallinckrodt plc.

“Bankruptcy Resolution(s)” means resolutions of claims concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic by the Bankruptcy Defendants entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and municipalities and allow for the allocation between the state and its political subdivisions to be set through a state-specific agreement.

“Counsel” is defined in Section VI.B below.

“County Area” shall mean a county in the State of Minnesota plus the Local Governments, or portion of any Local Government, within that county.

“Governing Body” means (1) for a county, the county commissioners of the county, and (2) for a municipality, the elected city council or the equivalent legislative body for the municipality.

“Legislative Modification” is defined in Section II.C below.

“Litigating Local Governments” mean a Local Government that filed an opioid lawsuit(s) on or before December 3, 2021, as defined in Section VI.B below.

“Local Abatement Funds” are defined in Section II.B below.

“Local Government” means all counties and cities within the geographic boundaries of the state of Minnesota.

“MDL Matter” means the matter captioned *In re National Prescription Opiate Litigation*, MDL 2804, pending in the United States District Court for the Northern District of Ohio.

“Memorandum of Agreement” or “MOA” mean this agreement, the Minnesota Opioids State-Subdivision Memorandum of Agreement.

“National Settlement Agreements” means the national opioid settlement agreements with the Parties and one or all of the Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

“Opioid Settlement Funds” shall mean all funds allocated by the National Settlement Agreements and any Bankruptcy Resolutions to the State and Local Governments for purposes of opioid remediation activities or restitution, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies.

“Opioid Supply Chain Participants” means entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic, including their officers, directors, employees, or agents, acting in their capacity as such.

“Parties” means the State and the Participating Local Governments.

“Participating Local Government” means a county or city within the geographic boundaries of the State of Minnesota that has signed this Memorandum of Agreement and has executed a release of claims with the Settling Defendants by signing on to the National Settlement Agreements. For the avoidance of doubt, a Local Government must sign this MOA to become a “Participating Local Government.”

“Region” is defined in Section II.H below.

“Settling Defendants” means Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, as well as their subsidiaries, affiliates, officers, and directors named in a National Settlement Agreement.

“State” means the State of Minnesota by and through its Attorney General, Keith Ellison.

“State Abatement Fund” is defined in Section II.B below.

## **II. Allocation of Settlement Proceeds**

- A. Method of distribution. Pursuant to the National Settlement Agreements and any Bankruptcy Resolutions, Opioid Settlement Funds shall be distributed directly to the State and directly to Participating Local Governments in such proportions and for such uses as set forth in this MOA, provided Opioid Settlement Funds shall not be considered funds of the State or any Participating Local Government unless and until such time as each annual distribution is made.
- B. Overall allocation of funds. Opioid Settlement Funds will be initially allocated as follows: (i) 25% directly to the State (“State Abatement Fund”), and (ii) 75% directly to abatement funds established by Participating Local Governments (“Local Abatement Funds”). This initial allocation is subject to modification by Sections II.F, II.G, and II.H, below.

C. Statutory change.

1. The Parties agree to work together in good faith to propose and lobby for legislation in the 2022 Minnesota legislative session to modify the distribution of the State’s Opiate Epidemic Response Fund under Minnesota Statutes section 256.043, subd. 3(d), so that “50 percent of the remaining amount” is no longer appropriated to county social services, as related to Opioid Settlement Funds that are ultimately placed into the Minnesota Opiate Epidemic Response Fund (“Legislative Modification”).<sup>1</sup> Such efforts include, but are not limited to, providing testimony and letters in support of the Legislative Modification.
2. It is the intent of the Parties that the Legislative Modification would affect only the county share under section 256.043, subd. 3(d), and would not impact the provision of funds to tribal social service agencies. Further, it is the intent of the Parties that the Legislative Modification would relate only to disposition of Opioid Settlement Funds and is not predicated on a change to the distribution of the Board of Pharmacy fee revenue that is deposited into the Opiate Epidemic Response Fund.

D. Bill Drafting Workgroup. The Parties will work together to convene a Bill Drafting Workgroup to recommend draft legislation to achieve this Legislative Modification. The Workgroup will meet as often as practicable in December 2021 and January 2022 until recommended language is completed. Invitations to participate in the group shall be extended to the League of Minnesota Cities, the Association of Minnesota Counties, the Coalition of Greater Minnesota Cities, state agencies, the Governor’s Office, the Attorney General’s Office, the Opioid Epidemic Response Advisory Council, the Revisor’s Office, and Minnesota tribal representatives. The Workgroup will host meetings with Members of the Minnesota House of Representatives and Minnesota Senate who have been involved in this matter to assist in crafting a bill draft.

E. No payments until August 1, 2022. The Parties agree to take all steps necessary to ensure that any Opioid Settlement Funds ready for distribution directly to the State and Participating Local Governments under the National Settlement Agreements or Bankruptcy Resolutions are not actually distributed to the Parties until on or after August 1, 2022, in order to allow the Parties to pursue legislative change that would take effect before the Opioid Settlement Funds are received by the Parties. Such steps may include, but are not limited to, the Attorney General’s Office delaying its filing of Consent Judgments in Minnesota state court memorializing the National Settlement Agreements. This provision will cease to apply upon the effective date of the Legislative Modification described above, if that date is prior to August 1, 2022.

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<sup>1</sup> It is the intent of the Parties that counties will continue to fund child protection services for children and families who are affected by addiction, in compliance with the Approved Uses in **Exhibit A.**

- F. Effect of no statutory change by August 1, 2022. If the Legislative Modification described above does not take effect by August 1, 2022, the allocation between the Parties set forth in Section II.B shall be modified as follows: (i) 40% directly to the State Abatement Fund, and (ii) 60% to Local Abatement Funds. The Parties further agree to discuss potential amendment of this MOA if such legislation does not timely go into effect in accordance with this paragraph.
- G. Effect of later statutory change. If the Legislative Modification described above takes effect after August 1, 2022, the allocation between the Parties will be modified as follows: (i) 25% directly to the State Abatement Fund, and (ii) 75% to Local Abatement Funds.
- H. Effect of partial statutory change. If any legislative action otherwise modifies or diminishes the direct allocation of Opioid Settlement Funds to Participating Local Governments so that as a result the Participating Local Governments would receive less than 75 percent of the Opioid Settlement Funds (inclusive of amounts received by counties per statutory appropriation through the Minnesota Opiate Epidemic Response Fund), then the allocation set forth in Section II.B will be modified to ensure Participating Local Governments receive 75% of the Opioid Settlement Funds.
- I. Participating Local Governments receiving payments. The proportions set forth in **Exhibit B** provide for payments directly to: (i) all Minnesota counties; and (ii) all Minnesota cities that (a) have a population of more than 30,000, based on the United States Census Bureau's Vintage 2019 population totals, (b) have funded or otherwise managed an established health care or treatment infrastructure (e.g., health department or similar agency), or (c) have initiated litigation against the Settling Defendants as of December 3, 2021.
- J. Allocation of funds between Participating Local Governments. The Local Abatement Funds shall be allocated to Participating Local Governments in such proportions as set forth in **Exhibit B**, attached hereto and incorporated herein by reference, which is based upon the MDL Matter's Opioid Negotiation Class Model.<sup>2</sup> The proportions shall not change based on population changes during the term of the MOA. However, to the extent required by the terms of the National Settlement Agreements, the proportions set forth in **Exhibit B** must be adjusted: (i) to provide no payment from the National Settlement Agreements to any listed county or municipality that does not participate in the National Settlement Agreements; and (ii) to provide a reduced payment from the National Settlement Agreements to any listed county or city that signs on to the National Settlement Agreements after the Initial Participation Date.
- K. Redistribution in certain situations. In the event a Participating Local Government merges, dissolves, or ceases to exist, the allocation percentage for that Participating Local

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<sup>2</sup> More specifically, the proportions in Exhibit B were created based on Exhibit G to the National Settlement Agreements, which in turn was based on the MDL Matter's allocation criteria. Cities under 30,000 in population that had shares under the Exhibit G default allocation were removed and their shares were proportionally reallocated amongst the remaining subdivisions.

Government shall be redistributed equitably based on the composition of the successor Local Government. In the event an allocation to a Local Government cannot be paid to the Local Government, such unpaid allocations will be allocated to Local Abatement Funds and be distributed in such proportions as set forth in Exhibit B.

- L. City may direct payments to county. Any city allocated a share may elect to have its full share or a portion of its full share of current or future annual distributions of settlement funds instead directed to the county or counties in which it is located, so long as that county or counties are Participating Local Governments[s]. Such an election must be made by January 1 each year to apply to the following fiscal year. If a city is located in more than one county, the city's funds will be directed based on the MDL Matter's Opioid Negotiation Class Model.

### III. **Special Revenue Fund**

- A. Creation of special revenue fund. Every Participating Local Government receiving Opioid Settlement Funds through direct distribution shall create a separate special revenue fund, as described below, that is designated for the receipt and expenditure of Opioid Settlement Funds.
- B. Procedures for special revenue fund. Funds in this special revenue fund shall not be commingled with any other money or funds of the Participating Local Government. The funds in the special revenue fund shall not be used for any loans or pledge of assets, unless the loan or pledge is for an Approved Use. Participating Local Governments may not assign to another entity their rights to receive payments of Opioid Settlement Funds or their responsibilities for funding decisions, except as provided in Section II.L.
- C. Process for drawing from special revenue funds.
1. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
  2. The budget or resolution must (i) indicate that it is an authorization for expenditures of opioid settlement funds; (ii) state the specific strategy or strategies the county or city intends to fund, using the item letter and/or number in **Exhibit A** to identify each funded strategy, if applicable; and (iii) state the amount dedicated to each strategy for a stated period of time.
- D. Local government grantmaking. Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.
- E. Interest earned on special revenue fund. The funds in the special revenue fund may be invested, consistent with the investment limitations for local governments, and may be

placed in an interest-bearing bank account. Any interest earned on the special revenue funds must be used in a way that is consistent with this MOA.

#### IV. **Opioid Remediation Activities**

- A. Limitation on use of funds. This MOA requires that Opioid Settlement Funds be utilized only for future opioid remediation activities, and Parties shall expend Opioid Settlement Funds only for Approved Uses and for expenditures incurred after the effective date of this MOA, unless execution of the National Settlement Agreements requires a later date. Opioid Settlement Funds cannot be used to pay litigation costs, expenses, or attorney fees arising from the enforcement of legal claims related to the opioid epidemic, except for the portion of Opioid Settlement Funds that comprise the Backstop Fund described in Section VI. For the avoidance of doubt, counsel for Litigating Local Governments may recover litigation costs, expenses, or attorney fees from the common benefit, contingency fee, and cost funds established in the National Settlement Agreements, as well as the Backstop Fund described in Section VI.
- B. Public health departments as Chief Strategists. For Participating Local Governments that have public health departments, the public health departments shall serve as the lead agency and Chief Strategist to identify, collaborate, and respond to local issues as Local Governments decide how to leverage and disburse Opioid Settlement Funds. In their role as Chief Strategist, public health departments will convene multi-sector meetings and lead efforts that build upon local efforts like Community Health Assessments and Community Health Improvement Plans, while fostering community focused and collaborative evidence-informed approaches that prevent and address addiction across the areas of public health, human services, and public safety. Chief Strategists should consult with municipalities located within their county in the development of any Community Health Assessment, and are encouraged to collaborate with law enforcement agencies in the county where appropriate.
- C. Administrative expenses. Reasonable administrative costs for the State or Local Government to administer its allocation of the Opioid Settlement Funds shall not exceed actual costs, 10% of the relevant allocation of the Opioid Settlement Funds, or any administrative expense limitation imposed by the National Settlement Agreements or Bankruptcy Resolution, whichever is less.
- D. Regions. Two or more Participating Local Governments may at their discretion form a new group or utilize an existing group (“Region”) to pool their respective shares of settlement funds and make joint spending decisions. Participating Local Governments may choose to create a Region or utilize an existing Region under a joint exercise of powers under Minn. Stat. § 471.59.
- E. Consultation and partnerships.
1. Each county receiving Opioid Settlement Funds must consult annually with the municipalities in the county regarding future use of the settlement funds in the

county, including by holding an annual meeting with all municipalities in the county in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between Local Governments both within and beyond the county. These meetings shall be open to the public.

2. Participating Local Governments within the same County Area have a duty to regularly consult with each other to coordinate spending priorities.
  3. Participating Local Governments can form partnerships at the local level whereby Participating Local Governments dedicate a portion of their Opioid Settlement Funds to support city- or community-based work with local stakeholders and partners within the Approved Uses.
- F. Collaboration. The State and Participating Local Governments must collaborate to promote effective use of Opioid Settlement Funds, including through the sharing of expertise, training, and technical assistance. They will also coordinate with trusted partners, including community stakeholders, to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

## V. Reporting and Compliance

- A. Construction of reporting and compliance provisions. Reporting and compliance requirements will be developed and mutually agreed upon by the Parties, utilizing the recommendations provided by the Advisory Panel to the Attorney General on Distribution and Allocation of Opioid Settlement Funds.
- B. Reporting Workgroup. The Parties will work together to establish a Reporting Workgroup that includes representatives of the Attorney General’s Office, state stakeholders, and city and county representatives, who will meet on a regular basis to develop reporting and compliance recommendations. The Reporting Workgroup must produce a set of reporting and compliance measures by June 1, 2022. Such reporting and compliance measures will be effective once approved by representatives of the Attorney General’s Office, the Governor’s Office, the Association of Minnesota Counties, and the League of Minnesota Cities that are on the Workgroup.

## VI. Backstop Fund

- A. National Attorney Fee Fund. The National Settlement Agreements provide for the payment of all or a portion of the attorney fees and costs owed by Litigating Local Governments to private attorneys specifically retained to file suit in the opioid litigation (“National Attorney Fee Fund”). The Parties acknowledge that the National Settlement Agreements may provide for a portion of the attorney fees of Litigating Local Governments.
- B. Backstop Fund and Waiver of Contingency Fee. The Parties agree that the Participating Local Governments will create a supplemental attorney fees fund (the “Backstop Fund”) to be used to compensate private attorneys (“Counsel”) for Local Governments that filed opioid lawsuits on or before December 3, 2021 (“Litigating Local Governments”). By

order<sup>3</sup> dated August 6, 2021, Judge Polster capped all applicable contingent fee agreements at 15%. Judge Polster's 15% cap does not limit fees from the National Attorney Fee Fund or from any state backstop fund for attorney fees, but private attorneys for local governments must waive their contingent fee agreements to receive payment from the National Attorney Fee Fund. Judge Polster recognized that a state backstop fund can be designed to incentivize private attorneys to waive their right to enforce contingent fee agreements and instead apply to the National Attorney Fee Fund, with the goals of achieving greater subdivision participation and higher ultimate payouts to both states and local governments. Accordingly, in order to seek payment from the Backstop Fund, Counsel must agree to waive their contingency fee agreements relating to these National Settlement Agreements and first apply to the National Attorney Fee Fund.

- C. Backstop Fund Source. The Backstop Fund will be funded by seven percent (7%) of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the initial allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, and will not include payments resulting from the Purdue or Mallinckrodt Bankruptcies. In the event that the initial allocation is modified pursuant to Section II.F. above, then the Backstop Fund will be funded by 8.75% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the modified allocation of 40% directly to the State Abatement Fund and 60% directly to the Local Abatement Funds, and will not include payments resulting from the Purdue or Mallinckrodt Bankruptcies. In the event that the allocation is modified pursuant to Section II.G. or Section II.H. above, back to an allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, then the Backstop Fund will be funded by 7% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), and will not include payments resulting from the Purdue or Mallinckrodt Bankruptcies.
- D. Backstop Fund Payment Cap. Any attorney fees paid from the Backstop Fund, together with any compensation received from the National Settlement Agreements' Contingency Fee Fund, shall not exceed 15% of the total gross recovery of the Litigating Local Governments' share of funds from the National Settlement Agreements. To avoid doubt, in no instance will Counsel receive more than 15% of the amount paid to their respective Litigating Local Government client(s) when taking into account what private attorneys receive from both the Backstop Fund and any fees received from the National Settlement Agreements' Contingency Fee Fund.
- E. Requirements to Seek Payment from Backstop Fund. A private attorney may seek payment from the Backstop Fund in the event that funds received by Counsel from the National Settlement Agreements' Contingency Fee Fund are insufficient to cover the amount that would be due to Counsel under any contingency fee agreement with a Litigating Local Government based on any recovery Litigating Local Governments receive from the National Settlement Agreements. Before seeking any payment from the Backstop Fund,

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<sup>3</sup> Order, In re: Nat'l Prescription Opiate Litig., Case No. 17-MD-02804, Doc. No. 3814 (N.D. Ohio August 6, 2021).

private attorneys must certify that they first sought fees from the National Settlement Agreements' Contingency Fee Fund, and must certify that they agreed to accept the maximum fees payments awarded to them. Nothing in this Section, or in the terms of this Agreement, shall be construed as a waiver of fees, contractual or otherwise, with respect to fees that may be recovered under a contingency fee agreement or otherwise from other past or future settlements, verdicts, or recoveries related to the opioid litigation.

- F. Special Master. A special master will administer the Backstop Fund, including overseeing any distribution, evaluating the requests of Counsel for payment, and determining the appropriate amount of any payment from the Backstop Fund. The special master will be selected jointly by the Minnesota Attorney General and the Hennepin County Attorney, and will be one of the following individuals: Hon. Jeffrey Keyes, Hon. David Lillehaug; or Hon. Jack Van de North. The special master will be compensated from the Backstop Fund. In the event that a successor special master is needed, the Minnesota Attorney General and the Hennepin County Attorney will jointly select the successor special master from the above-listed individuals. If none of the above-listed individuals is available to serve as the successor special master, then the Minnesota Attorney General and the Hennepin County Attorney will jointly select a successor special master from a list of individuals that is agreed upon between the Minnesota Attorney General, the Hennepin County Attorney, and Counsel.
- G. Special Master Determinations. The special master will determine the amount and timing of any payment to Counsel from the Backstop Fund. The special master shall make one determination regarding payment of attorney fees to Counsel, which will apply through the term of the recovery from the National Settlement Agreements. In making such determinations, the special master shall consider the amounts that have been or will be received by the private attorney's firm from the National Settlement Agreements' Contingency Fee Fund relating to Litigating Local Governments; the contingency fee contracts; the dollar amount of recovery for Counsel's respective clients who are Litigating Local Governments; the Backstop Fund Payment Cap above; the complexity of the legal issues involved in the opioid litigation; work done to directly benefit the Local Governments within the State of Minnesota; and the principles set forth in the Minnesota Rules of Professional Conduct, including the reasonable and contingency fee principles of Rule 1.5. In the interest of transparency, Counsel shall provide information in their initial fee application about the total amount of fees that Counsel have received or will receive from the National Attorney Fee Fund related to the Litigating Local Governments.
- H. Special Master Proceedings. Counsel seeking payment from the Backstop Fund may also provide written submissions to the special master, which may include declarations from counsel, summaries relating to the factors described above, and/or attestation regarding total payments awarded or anticipated from the National Settlement Agreements' Contingency Fee Fund. Private attorneys shall not be required to disclose work product, proprietary or confidential information, including but not limited to detailed billing or lodestar records. To the extent that counsel rely upon written submissions to support their application to the special master, the special master will incorporate said submission or summary into the record. Any proceedings before the special master and documents filed with the special master shall be public, and the special master's determinations regarding

any payment from the Backstop Funds shall be transparent, public, final, and not appealable.

- I. Distribution of Any Excess Funds. To the extent the special master determines that the Backstop Fund exceeds the amount necessary for payment to Counsel, the special master shall distribute any excess amount to Participating Local Governments according to the percentages set forth in **Exhibit B**.
- J. Term. The Backstop Fund will be administered for (a) the length of the National Litigation Settlement payments; or (b) until all Counsel for Litigating Local Governments have either (i) received payments equal to the Backstop Fund Payment Cap above or (ii) received the full amount determined by the special master; whichever occurs first.
- K. No State Funds Toward Attorney Fees. For the avoidance of doubt, no portion of the State Abatement Fund will be used to fund the Backstop Fund or in any other way to fund any Litigating Local Government's attorney fees and expenses. Any funds that the State receives from the National Settlement Agreements as attorney fees and costs or in lieu of attorney fees and costs, including the Additional Restitution Amounts, will be treated as State Abatement Funds.

## VII. General Terms

- A. Scope of agreement. This MOA applies to all settlements under the National Settlement Agreements with Settling Defendants and the Bankruptcy Resolutions with Bankruptcy Defendants.<sup>4</sup> The Parties agree to discuss the use, as the Parties may deem appropriate in the future, of the settlement terms set out herein (after any necessary amendments) for resolutions with Opioid Supply Chain Participants not covered by the National Settlement Agreements or a Bankruptcy Resolution. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreements or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.
- B. When MOA takes effect.
  - 1. This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreements or as a Statewide Abatement Agreement under any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement or Statewide Abatement Agreement, this MOA will have no effect.
  - 2. The Parties may conditionally agree to sign on to the MOA through a letter of intent, resolution, or similar written statement, declaration, or pronouncement declaring

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<sup>4</sup> For the avoidance of doubt, this includes settlements reached with AmerisourceBergen, Cardinal Health, and McKesson, and Janssen, and Bankruptcy Resolutions involving Purdue Pharma L.P., and Mallinckrodt plc.

their intent to sign on to the MOA if the threshold for Party participation in a specific Settlement is achieved.

C. Dispute resolution.

1. If any Party believes another Party has violated the terms of this MOA, the alleging Party may seek to enforce the terms of this MOA in Ramsey County District Court, provided the alleging Party first provides notice to the alleged offending Party of the alleged violation and a reasonable opportunity to cure the alleged violation.
2. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters.
3. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds violated any Minnesota criminal law, such conduct shall be reported to the appropriate criminal authorities.

D. Amendments. The Parties agree to make such amendments as necessary to implement the intent of this MOA.

E. Applicable law and venue. Unless otherwise required by the National Settlement Agreements or a Bankruptcy Resolution, this MOA, including any issues related to interpretation or enforcement, is governed by the laws of the State of Minnesota. Any action related to the provisions of this MOA must be adjudicated by the Ramsey County District Court. If any provision of this MOA is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.

F. Relationship of this MOA to other agreements and resolutions. All Parties acknowledge and agree that the National Settlement Agreements will require a Participating Local Government to release all its claims against the Settling Defendants to receive direct allocation of Opioid Settlement Funds. All Parties further acknowledge and agree that based on the terms of the National Settlement Agreements, a Participating Local Government may receive funds through this MOA only after complying with all requirements set forth in the National Settlement Agreements to release its claims. This MOA is not a promise from any Party that any National Settlement Agreements or Bankruptcy Resolution will be finalized or executed.

G. When MOA is no longer in effect. This MOA is effective until one year after the last date on which any Opioid Settlement Funds are being spent by the Parties pursuant to the National Settlement Agreements and any Bankruptcy Resolution.

H. No waiver for failure to exercise. The failure of a Party to exercise any rights under this MOA will not be deemed to be a waiver of any right or any future rights.

- I. No effect on authority of Parties. Nothing in this MOA should be construed to limit the power or authority of the State of Minnesota, the Attorney General, or the Local Governments, except as expressly set forth herein.
- J. Signing and execution. This MOA may be executed in counterparts, each of which constitutes an original, and all of which constitute one and the same agreement. This MOA may be executed by facsimile or electronic copy in any image format. Each Party represents that all procedures necessary to authorize such Party's execution of this MOA have been performed and that the person signing for such Party has been authorized to execute the MOA in an official capacity that binds the Party.

This **Minnesota Opioids State-Subdivision Memorandum of Agreement** is signed

this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by:

\_\_\_\_\_

Name and Title: \_\_\_\_\_

On behalf of: \_\_\_\_\_

## EXHIBIT A

### List of Opioid Remediation Uses

Settlement fund recipients shall choose from among abatement strategies, including but not limited to those listed in this Exhibit. The programs and strategies listed in this Exhibit are not exclusive, and fund recipients shall have flexibility to modify their abatement approach as needed and as new uses are discovered.

#### PART ONE: TREATMENT

#### **A. TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs<sup>5</sup> or strategies that may include, but are not limited to, those that:<sup>6</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication for Opioid Use Disorder (“*MOUD*”)<sup>7</sup> approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MOUD*, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

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<sup>5</sup> Use of the terms “evidence-based,” “evidence-informed,” or “best practices” shall not limit the ability of recipients to fund innovative services or those built on culturally specific needs. Rather, recipients are encouraged to support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions.

<sup>6</sup> As used in this Exhibit, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

<sup>7</sup> Historically, pharmacological treatment for opioid use disorder was referred to as “Medication-Assisted Treatment” (“*MAT*”). It has recently been determined that the better term is “Medication for Opioid Use Disorder” (“*MOUD*”). This Exhibit will use “*MOUD*” going forward. Use of the term *MOUD* is not intended to and shall in no way limit abatement programs or strategies now or into the future as new strategies and terminology evolve.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support detoxification (detox) and withdrawal management services for people with OUD and any co-occurring SUD/MH conditions, including but not limited to medical detox, referral to treatment, or connections to other services or supports.
8. Provide training on MOUD for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH or mental health conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, licensed mental health counselors, and other mental and behavioral health practitioners or workers, including peer recovery coaches, peer recovery supports, and treatment coordinators, involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, continuing education, licensing fees, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MOUD for OUD, and provide technical assistance and professional support to clinicians who have obtained a *DATA 2000* waiver.
13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including but not limited to new Americans, African Americans, and American Indians.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED  
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (“SBIRT”) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MOUD in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MOUD, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

**D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
  2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;

3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
  5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MOUD, and related services.
  3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
  4. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
  5. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
  6. Support critical time interventions (“*CTP*”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
  7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF THE PERINATAL POPULATION, CAREGIVERS, AND FAMILIES, INCLUDING BABIES WITH NEONATAL OPIOID WITHDRAWAL SYNDROME.**

Address the needs of the perinatal population and caregivers with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with

neonatal opioid withdrawal syndrome (“*NOWS*”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MOUD, recovery services and supports, and prevention services for the perinatal population—or individuals who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to caregivers and families affected by Neonatal Opioid Withdrawal Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MOUD, for uninsured individuals with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with the perinatal population and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for *NOWS* babies; expand services for better continuum of care with infant-caregiver dyad; and expand long-term treatment and services for medical monitoring of *NOWS* babies and their caregivers and families.
5. Provide training to health care providers who work with the perinatal population and caregivers on best practices for compliance with federal requirements that children born with *NOWS* get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for caregivers with OUD and any co-occurring SUD/MH conditions, emphasizing the desire to keep families together.
7. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
8. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
9. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
  1. Increase the number of prescribers using PDMPs;
  2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
  3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MOUD referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

**G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse, including but not limited to focusing on risk factors and early interventions.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health

workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

## **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

**I. FIRST RESPONDERS**

In addition to items in section C, D and H relating to first responders, support the following:

1. Law enforcement expenditures related to the opioid epidemic.
2. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

**J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.
5. Support multidisciplinary collaborative approaches consisting of, but not limited to, public health, public safety, behavioral health, harm reduction, and others at the state, regional, local, nonprofit, and community level to maximize collective impact.

**K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

**L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MOUD and their association with treatment engagement and treatment outcomes.

**M. POST-MORTEM**

1. Toxicology tests for the range of opioids, including synthetic opioids, seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.
2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.
3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.
4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.
5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental (overdose fatality reviews).
6. Indigent burial for unclaimed remains resulting from overdose deaths.
7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner’s office as either family and/or social network members of decedents dying of opioid overdose.
8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.

**EXHIBIT B****Local Abatement Funds Allocation**

<b>Subdivision</b>	<b>Allocation Percentage</b>
AITKIN COUNTY	0.5760578506020%
Andover city	0.1364919450741%
ANOKA COUNTY	5.0386504680954%
Apple Valley city	0.2990817344560%
BECKER COUNTY	0.6619330684437%
BELTRAMI COUNTY	0.7640787092763%
BENTON COUNTY	0.6440948102319%
BIG STONE COUNTY	0.1194868774775%
Blaine city	0.4249516912759%
Bloomington city	0.4900195550092%
BLUE EARTH COUNTY	0.6635420704652%
Brooklyn Center city	0.1413853902225%
Brooklyn Park city	0.2804136234778%
BROWN COUNTY	0.3325325415732%
Burnsville city	0.5135361296508%
CARLTON COUNTY	0.9839591749060%
CARVER COUNTY	1.1452829659572%
CASS COUNTY	0.8895681513437%
CHIPPEWA COUNTY	0.2092611794436%
CHISAGO COUNTY	0.9950193750117%
CLAY COUNTY	0.9428475281726%
CLEARWATER COUNTY	0.1858592042741%
COOK COUNTY	0.1074594959729%
Coon Rapids city	0.5772642444915%
Cottage Grove city	0.2810994719143%
COTTONWOOD COUNTY	0.1739065270025%
CROW WING COUNTY	1.1394859174804%
DAKOTA COUNTY	4.4207140602835%
DODGE COUNTY	0.2213963257778%
DOUGLAS COUNTY	0.6021779472345%
Duluth city	1.1502115379896%
Eagan city	0.3657951576014%
Eden Prairie city	0.2552171572659%
Edina city	0.1973054822135%
FARIBAULT COUNTY	0.2169409335358%
FILLMORE COUNTY	0.2329591105316%
FREEBORN COUNTY	0.3507169823793%
GOODHUE COUNTY	0.5616542387089%

<b>Subdivision</b>	<b>Allocation Percentage</b>
GRANT COUNTY	0.0764556498477%
HENNEPIN COUNTY	19.0624622261821%
HOUSTON COUNTY	0.3099019273452%
HUBBARD COUNTY	0.4582368775192%
Inver Grove Heights city	0.2193400520297%
ISANTI COUNTY	0.7712992707537%
ITASCA COUNTY	1.1406408131328%
JACKSON COUNTY	0.1408950443531%
KANABEC COUNTY	0.3078966749987%
KANDIYOHI COUNTY	0.1581167542252%
KITTSOON COUNTY	0.0812834506382%
KOOCHICHING COUNTY	0.2612581865885%
LAC QUI PARLE COUNTY	0.0985665133485%
LAKE COUNTY	0.1827750320696%
LAKE OF THE WOODS COUNTY	0.1123105027592%
Lakeville city	0.2822249627090%
LE SUEUR COUNTY	0.3225703347466%
LINCOLN COUNTY	0.1091919983965%
LYON COUNTY	0.2935118186364%
MAHNOMEN COUNTY	0.1416417687922%
Mankato city	0.3698584320930%
Maple Grove city	0.1814019046900%
Maplewood city	0.1875101678223%
MARSHALL COUNTY	0.1296352091057%
MARTIN COUNTY	0.2543064014046%
MCLEOD COUNTY	0.1247104517575%
MEEKER COUNTY	0.3744031515243%
MILLE LACS COUNTY	0.9301506695846%
Minneapolis city	4.8777618689374%
Minnetonka city	0.1967231070869%
Moorhead city	0.4337377037965%
MORRISON COUNTY	0.7178981419196%
MOWER COUNTY	0.5801769148506%
MURRAY COUNTY	0.1348775389165%
NICOLLET COUNTY	0.1572381052896%
NOBLES COUNTY	0.1562005111775%
NORMAN COUNTY	0.1087596675165%
North St. Paul city	0.0575844069340%
OLMSTED COUNTY	1.9236715094724%
OTTER TAIL COUNTY	0.8336175418789%
PENNINGTON COUNTY	0.3082576394945%
PINE COUNTY	0.5671222706703%

<b>Subdivision</b>	<b>Allocation Percentage</b>
PIPESTONE COUNTY	0.1535154503112%
Plymouth city	0.1762541472591%
POLK COUNTY	0.8654291473909%
POPE COUNTY	0.1870129873102%
Proctor city	0.0214374127881%
RAMSEY COUNTY	7.1081424150498%
RED LAKE COUNTY	0.0532649128178%
REDWOOD COUNTY	0.2809842366614%
RENVILLE COUNTY	0.2706888807449%
RICE COUNTY	0.2674764397830%
Richfield city	0.2534018444052%
Rochester city	0.7363082848763%
ROCK COUNTY	0.2043437335735%
ROSEAU COUNTY	0.2517872793025%
Roseville city	0.1721905548771%
Savage city	0.1883576635033%
SCOTT COUNTY	1.3274301645797%
Shakopee city	0.2879873611373%
SHERBURNE COUNTY	1.2543449471994%
SIBLEY COUNTY	0.2393480708456%
ST LOUIS COUNTY	4.7407767169807%
St. Cloud city	0.7330089009029%
St. Louis Park city	0.1476314588229%
St. Paul city	3.7475206797569%
STEARNS COUNTY	2.4158085321227%
STEELE COUNTY	0.3969975262520%
STEVENS COUNTY	0.1439474275223%
SWIFT COUNTY	0.1344167568499%
TODD COUNTY	0.4180909816781%
TRAVERSE COUNTY	0.0903964133868%
WABASHA COUNTY	0.3103038996965%
WADENA COUNTY	0.2644094336575%
WASECA COUNTY	0.2857912156338%
WASHINGTON COUNTY	3.0852862512586%
WATONWAN COUNTY	0.1475626355615%
WILKIN COUNTY	0.0937962507119%
WINONA COUNTY	0.7755267356126%
Woodbury city	0.4677270171716%
WRIGHT COUNTY	1.6985269385427%
YELLOW MEDICINE COUNTY	0.1742264836427%