



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

CITY COUNCIL MEETING AGENDA

Monday, June 24, 2024

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, June 24, 2024 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

POSITIVE HAPPENINGS IN THE CITY:

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

1. Approve Council minutes for Monday, June 10, 2024 Regular meeting and June 10, 2024 Closed meeting summary.

VERIFIED CLAIMS:

2. Approve the verified claims for the period June 4, 2024 to June 17, 2024 in the total amount of \$787,613.14.

CONSENT AGENDA:

3. Consider adopting a resolution appointing election judges for 2024 elections.
4. Consider approving the final pay request for CP 2015-1, Sylvan Bay Overlay and Utilities in the amount of \$89,130.88 and balancing change order #1.
5. Consider approval of seasonal contractors
6. Consider approving quotation for steel handrails at Yanmar Arena
7. Consider adopting a resolution calling for a Public Hearing relating to identify qualified users of the Yanmar Arena in the City of Grand Rapids.
8. Consider approval of Change Order #2 for CP 2010-1, 3rd Avenue & 7th Street NE Project in the amount of \$19,466.
9. Consider appointment of Councilmember Rick Blake as alternate on the Greenway Joint Recreation Board

10. Consider approving amendment to Hazmat Response Contract with State of Minnesota.

SET REGULAR AGENDA:

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR JULY 8, 2024 AT 5:00 PM

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

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

ATTEST: Kimberly Gibeau, City Clerk



CITY OF
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CITY COUNCIL CLOSED MEETING SUMMARY

Monday, June 10, 2024

4:30 PM

Mayor Connelly called the meeting to order at 4:30 pm.

PRESENT: Mayor Tasha Connelly, Councilor Dale Adams, Councilor Molly MacGregor, Councilor Rick Blake. ABSENT: Councilor Tom Sutherland.

STAFF: Tom Pagel, Rob Mattei, Chad Sterle, Kimberly Gibeau

Mayor Connelly stated the purpose of the closed meeting and called for a motion to close the meeting.

Motion made by Councilor Blake, Second by Councilor MacGregor to close the meeting. Voting Yea: Mayor Connelly, Councilor Adams, Councilor MacGregor, Councilor Blake

1. Conduct discussions relative to the possible purchase of real property (Property ID: 91-585-2910) pursuant to Minnesota Statute 13D.05, Subd. 3(c)

Rob Mattei provided background information, including negotiations with current property owners and proposed project moving forward.

Following discussion, Council advises Mr. Mattei to bring recommendation to Council at the next regular meeting on June 24, 2024.

Mr. Mattei and Tom Pagel, City Administrator left the meeting at 4:45 PM.

2. Continue discussions related to performance review for Tom Pagel, City Administrator.

Council discussed performance review process. After further discussion, Council will conduct a closed meeting on Monday, July 8, 2024 to discuss performance review and contract negotiations.

Motion made by Councilor MacGregor, Second by Councilor Adams to close the closed meeting. Voting Yea: Mayor Connelly, Councilor Adams, Councilor MacGregor, Councilor Blake

There being no further business, the meeting adjourned at 5:00 pm.

Respectfully submitted:

Kimberly Gibeau
 Kimberly Gibeau, City Clerk



CITY OF
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CITY COUNCIL MEETING MINUTES
Monday, June 10, 2024
5:00 PM

Mayor Connelly called the meeting to order at 5:02 PM.

PRESENT: Mayor Tasha Connelly, Councilor Dale Adams, Councilor Molly MacGregor, Councilor Rick Blake. ABSENT: Councilor Tom Sutherland

STAFF: Tom Pagel, Chad Sterle, Will Richter, Laura Pfeifer, Chery Pierzina, Andy Morgan

PROCLAMATIONS/PRESENTATIONS:

1. Proclamation for Juneteenth

Mayor Connelly read the Juneteenth Proclamation into the record.

POSITIVE HAPPENINGS IN THE CITY:

Mayor Connelly noted that she had conversations with some area visitors who commented on our bike trail systems and their appreciation for what the Community has to offer overall. She also received compliments to City staff for great customer service provided.

PUBLIC FORUM:

Stephanie Lipsy, Grand Rapids MN, Pride Festival have hired an unlicensed security company for the pride festival. Stated that members of the Pride group were sending hate mail to individuals, following people home, threatening people.

COUNCIL REPORTS:

Mayor Connelly noted that there will be an open house for Forest Lake homes on June 18, 2024 and also encouraged residents to attend the CGMC Meeting at Yanmar regarding Legislative session, on Thursday, June 13, 2024.

APPROVAL OF MINUTES:

2. Approve Council minutes for Tuesday, May 28, 2024 Worksession and Regular meeting minutes.

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

VERIFIED CLAIMS:

3. Approve the verified claims for the period May 21, 2024 to June 3, 2024 in the total amount of \$717,999.33.

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

CONSENT AGENDA:

4. Consider adopting a resolution approving LG230 Application for Off-Site Gambling for Confidence Learning Center

Adopted Resolution 24-50

5. Consider approving temporary liquor license for Bemidji Brewing Company LLC for service at Grand Rapids Riverfest on September 7, 2024.
6. Consider adopting a resolution authorizing a grant application to the IRRR Development Partnership Grant Program

Adopted Resolution 24-51

7. Consider hiring staff for Pokegama Golf Course for 2024 Golfing season and discontinue employment relationship with seasonal golf employee.
8. Consider request to hire a paid summer intern for the Finance Department.
9. Consider hiring temporary Library employee through Personnel Dynamics
10. Consider new pay grade and salary for Public Works Seasonal Employee for the 2024 Spring/Summer Maintenance Season
11. Consider adopting a resolution approving updated City-wide fee schedule

Adopted Resolution 24-52

12. Consider authorizing quotes and awarding a contract to Bloomers Garden Center for the Rain Garden Planting Project
13. Consider approval of Change Order #1 for CP 2010-1, 3rd Avenue & 7th Street NE Project.
14. Consider hiring Public Works Summer Maintenance I employee.
15. Consider authorizing Staff to solicit quotations for steel handrails at Yanmar Arena
16. Consider accepting quotation for acoustical panels at Yanmar Arena
17. Consider approving change orders for Yanmar Arena Project

17a. Consider hiring staff for Pokegama Golf Course for 2024 Golfing Season.

Motion made by Councilor Adams, Second by Councilor MacGregor to approve the Consent agenda as amended, including the addition of item #17a. Voting Yea: Mayor Connelly, Councilor Adams, Councilor MacGregor, Councilor Blake

SET REGULAR AGENDA:

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

CITY COUNCIL:

18. Consider appointing Julee Jackson to the Human Rights Commission

Motion made by Councilor MacGregor, Second by Councilor Blake to appoint Julee Jackson to the Human Rights Commission, filling an unexpired term through March 1, 2027. Voting Yea: Mayor Connelly, Councilor Adams, Councilor MacGregor, Councilor Blake

There being no further business, the meeting adjourned at 5:16 PM.

Respectfully submitted,

Kimberly Gibeau
Kimberly Gibeau, City Clerk

DATE: 06/20/2024
 TIME: 14:40:24
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 06/24/2024

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
CITY WIDE		
0508450	EHLERS AND ASSOCIATES INC	671.04
0715808	GOVCONNECTION INC	385.24
1805195	REDPATH AND COMPANY, LLC	5,445.00
1915248	SHI INTERNATIONAL CORP	17,822.83
TOTAL CITY WIDE		24,324.11
ADMINISTRATION		
0718060	GRAND RAPIDS HERALD REVIEW	333.50
1903330	SCHOOL DISTRICT #318	123.20
TOTAL ADMINISTRATION		456.70
BUILDING SAFETY DIVISION		
0118100	VESTIS GROUP, INC	64.86
0401804	DAVIS OIL INC	62.83
1801555	RAPID PEST CONTROL INC	72.00
1901535	SANDSTROM'S INC	407.30
TOTAL BUILDING SAFETY DIVISION		606.99
COMMUNITY DEVELOPMENT		
0401804	DAVIS OIL INC	68.40
0718060	GRAND RAPIDS HERALD REVIEW	86.25
0920060	ITASCA COUNTY TREASURER	54.59
TOTAL COMMUNITY DEVELOPMENT		209.24
COUNCIL/COMMISSION/BOARDS		
1911545	SKOGLUND ELECTRIC LLC	13,475.55
TOTAL COUNCIL/COMMISSION/BOARDS		13,475.55
FINANCE		
1805195	REDPATH AND COMPANY, LLC	-8,102.00
TOTAL FINANCE		-8,102.00
FIRE		
0118100	VESTIS GROUP, INC	43.65

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 06/24/2024

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FIRE		
0513231	EMERGENCY APPARATUS	686.83
0920060	ITASCA COUNTY TREASURER	102.24
1200500	L&M SUPPLY	310.80
1908248	SHERWIN-WILLIAMS	96.12
1920555	STOKES PRINTING & OFFICE	88.89
TOTAL FIRE		1,328.53
INFORMATION TECHNOLOGY		
0221650	BURGGRAF'S ACE HARDWARE	38.98
1915248	SHI INTERNATIONAL CORP	5,520.00
TOTAL INFORMATION TECHNOLOGY		5,558.98
PUBLIC WORKS		
0103325	ACHESON TIRE INC	365.00
0221650	BURGGRAF'S ACE HARDWARE	367.68
0301685	CARQUEST AUTO PARTS	373.16
0315455	COLE HARDWARE INC	172.13
0401804	DAVIS OIL INC	2,068.12
0405230	DEER RIVER LUMBER	6,882.85
0409125	DIAMOND VOGEL	2,093.96
0601690	FASTENAL COMPANY	1,010.38
0801836	HAWKINSON SAND & GRAVEL	3,788.26
0920060	ITASCA COUNTY TREASURER	1,014.22
1200500	L&M SUPPLY	1,756.81
1201730	LATVALA LUMBER COMPANY INC.	299.44
1205110	LEASE LANDSCAPING INC	131.22
1303039	MCCOY CONSTRUCTION & FORESTRY	1,628.91
1415030	NAPA SUPPLY OF GRAND RAPIDS	23.99
1415484	NORTHERN LIGHTS TRUCK	124.59
1415544	NORTHLAND PORTABLES	2,052.50
1421700	NUSS TRUCK GROUP INC	734.40
1903341	SCHWARTZ REDI-MIX INC	454.75
2005700	THE TESSMAN COMPANY	169.91
2209421	VIKING ELECTRIC SUPPLY INC	30.90
TOTAL PUBLIC WORKS		25,543.18
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	115.60
0920060	ITASCA COUNTY TREASURER	47.73
1200500	L&M SUPPLY	94.05

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INVOICES DUE ON/BEFORE 06/24/2024

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FLEET MAINTENANCE		
1801615	RAPIDS WELDING SUPPLY INC	44.43
	TOTAL FLEET MAINTENANCE	301.81
POLICE		
0118625	ARROW EMBROIDERY/PHOTO EXPRESS	70.00
0715808	GOVCONNECTION INC	320.50
0920060	ITASCA COUNTY TREASURER	3,010.32
1105445	DR MICHAEL KELLER, PHD	650.00
1801611	RAPIDS RADIO LLC	552.50
1920233	STREICHER'S INC	1,197.86
1920555	STOKES PRINTING & OFFICE	73.64
2112400	ULINE, INC	565.96
	TOTAL POLICE	6,440.78
RECREATION		
1805195	REDPATH AND COMPANY, LLC	675.00
	TOTAL RECREATION	675.00
PUBLIC LIBRARY		
1915248	SHI INTERNATIONAL CORP	936.00
	TOTAL	936.00
CENTRAL SCHOOL		
1801555	RAPID PEST CONTROL INC	70.00
1805195	REDPATH AND COMPANY, LLC	675.00
1901535	SANDSTROM'S INC	56.36
	TOTAL	801.36
AIRPORT		
0920060	ITASCA COUNTY TREASURER	123.39
1805195	REDPATH AND COMPANY, LLC	787.50
	TOTAL	910.89

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 06/24/2024

VENDOR #	NAME	AMOUNT DUE
CIVIC CENTER		
GENERAL ADMINISTRATION		
0118230	ARENA WAREHOUSE, LLC	1,665.00
0221650	BURGGRAF'S ACE HARDWARE	128.90
TOTAL GENERAL ADMINISTRATION		1,793.90
STATE HAZ-MAT RESPONSE TEAM		
ST HAZ-MAT HMEP GRANT		
0920060	ITASCA COUNTY TREASURER	38.53
TOTAL ST HAZ-MAT HMEP GRANT		38.53
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE	112.96
0315455	COLE HARDWARE INC	17.71
0421455	DULUTH NEWS TRIBUNE	389.88
0920060	ITASCA COUNTY TREASURER	273.64
1200500	L&M SUPPLY	123.01
1805195	REDPATH AND COMPANY, LLC	787.50
TOTAL		1,704.70
DOMESTIC ANIMAL CONTROL FAC		
0920060	ITASCA COUNTY TREASURER	234.89
TOTAL		234.89
GO RFDG BONDS 2017B		
0508450	EHLERS AND ASSOCIATES INC	223.69
TOTAL		223.69
GO ST RECON & CIP 2018A		
0508450	EHLERS AND ASSOCIATES INC	223.69
TOTAL		223.69

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 06/24/2024

VENDOR #	NAME	AMOUNT DUE

GO & ABATEMENT BOND 2019A		
0508450	EHLERS AND ASSOCIATES INC	223.69
	TOTAL	223.69
GO STREET RECONST BONDS 2020A		
0508450	EHLERS AND ASSOCIATES INC	223.69
	TOTAL	223.69
GO & ABATEMENT BOND 2021B		
0508450	EHLERS AND ASSOCIATES INC	223.69
	TOTAL	223.69
TXB GO TEMP BONDS 2022A		
0508450	EHLERS AND ASSOCIATES INC	223.69
	TOTAL	223.69
GO STREET RECONST BONDS 2023A		
0508450	EHLERS AND ASSOCIATES INC	223.69
	TOTAL	223.69
GO IMP BONDS 2009C		
0508450	EHLERS AND ASSOCIATES INC	223.68
	TOTAL	223.68
GO IMP, CIP & REFUNDING 2010A		
0508450	EHLERS AND ASSOCIATES INC	223.68
	TOTAL	223.68

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 06/24/2024

VENDOR #	NAME	AMOUNT DUE

GO IMP & RFNDING BONDS 2011B		
0508450	EHLERS AND ASSOCIATES INC	223.68
	TOTAL	223.68
GO IMPROVEMENT BONDS 2012A		
0508450	EHLERS AND ASSOCIATES INC	223.68
	TOTAL	223.68
GO STATE-AID BONDS 2012B		
0508450	EHLERS AND ASSOCIATES INC	223.68
	TOTAL	223.68
GO IMPRV RECONST BONDS 2013B		
0508450	EHLERS AND ASSOCIATES INC	223.68
	TOTAL	223.68
GO IMP BONDS 2014A		
0508450	EHLERS AND ASSOCIATES INC	223.68
	TOTAL	223.68
GO IMPRV RECONST BONDS 2016A		
0508450	EHLERS AND ASSOCIATES INC	223.68
	TOTAL	223.68
GO IMPRV RECONST BONDS 2017A		
0508450	EHLERS AND ASSOCIATES INC	223.69
	TOTAL	223.69

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 06/24/2024

VENDOR #	NAME	AMOUNT DUE

TIF 1-6 OLD HOSP HSING PAYGO		
0508450	EHLERS AND ASSOCIATES INC	142.50
	TOTAL	142.50
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-IT DEPT		
1915248	SHI INTERNATIONAL CORP	16,998.00
	TOTAL CAPITAL OUTLAY-IT DEPT	16,998.00
CAPITAL OUTLAY-POLICE		
0116610	APPLIED CONCEPTS INC	3,434.55
0712225	GLEN'S ARMY NAVY STORE INC	14,660.00
1915248	SHI INTERNATIONAL CORP	4,309.72
1920150	STATT LLC	975.00
2001138	TACTICAL ADVANTAGE, LLC	669.49
	TOTAL CAPITAL OUTLAY-POLICE	24,048.76
CIVIC CENTER CAPITAL IMP PJT		
IRA CIVIC CENTER RENOVATION		
0801670	HART ELECTRIC OF NORTHERN MN	35,869.47
2000522	TNT CONSTRUCTION GROUP, LLC	47,500.00
T001517	EWEN STONE WORKS, LLC	8,500.00
	TOTAL IRA CIVIC CENTER RENOVATION	91,869.47
2023 INFRASTRUCTURE BONDS		
CP2015-1 SYLVAN BAY OVR/UTIL		
2000522	TNT CONSTRUCTION GROUP, LLC	89,130.88
	TOTAL CP2015-1 SYLVAN BAY OVR/UTIL	89,130.88
2024 INFRASTRUCTURE BONDS		
CP2010-1 3RD AVE NE RECON		
2000522	TNT CONSTRUCTION GROUP, LLC	236,690.61
	TOTAL CP2010-1 3RD AVE NE RECON	236,690.61
PIR-PERMANENT IMPRV REVOLV FND		

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 06/24/2024

VENDOR #	NAME	AMOUNT DUE

PIR-PERMANENT IMPRV NO PROJECT	REVOLV FND	
1805195	REDPATH AND COMPANY, LLC	4,932.00
	TOTAL NO PROJECT	4,932.00
STORM WATER UTILITY		
0401804	DAVIS OIL INC	546.61
0514798	ENVIRONMENTAL EQUIPMENT AND	1,101.03
0920060	ITASCA COUNTY TREASURER	165.09
1805195	REDPATH AND COMPANY, LLC	900.00
2000522	TNT CONSTRUCTION GROUP, LLC	39,800.00
	TOTAL	42,512.73
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$587,143.05
CHECKS ISSUED-PRIOR PRIOR APPROVAL	APPROVAL	
0100053	AT&T MOBILITY	4,281.37
0113105	AMAZON CAPITAL SERVICES	634.81
0205640	LEAGUE OF MN CITIES INS TRUST	144.70
0305530	CENTURYLINK QC	259.00
0315454	TRAVIS COLE	93.00
0701505	JEREMY GAMBILL	300.76
0718070	GRAND RAPIDS STATE BANK	65.00
0920055	ITASCA COUNTY RECORDER	92.00
1115230	KEVIN KOETZ	26.42
1201402	LAKE COUNTRY POWER	52.62
1215250	LOFFLER COMPANIES INC	310.78
1301145	MARCO TECHNOLOGIES, LLC	120.87
1301146	MARCO TECHNOLOGIES, LLC	436.16
1305046	MEDIACOM LLC	176.90
1305065	MEDTOX LABORATORIES INC	26.38
1309098	MINNESOTA MN IT SERVICES	460.71
1309332	MN STATE RETIREMENT SYSTEM	2,070.00
1309358	MN DEPT OF TRANSPORTATION	60.00
1415479	NORTHERN DRUG SCREENING INC	28.00
1516220	OPERATING ENGINEERS LOCAL #49	125,762.00
1520720	KEVIN OTT	113.75
1621130	P.U.C.	28,890.84
2209665	VISA	14,412.58
2209705	VISIT GRAND RAPIDS INC	18,292.53
2301700	WM CORPORATE SERVICES, INC	2,858.91
T000797	ITASCA COUNTY HABITAT	500.00
	TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:	\$200,470.09
	TOTAL ALL DEPARTMENTS	\$787,613.14



CITY OF
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REQUEST FOR COUNCIL ACTION

AGENDA DATE: June 24, 2024

AGENDA ITEM: Consider adopting a resolution appointing election judges for 2024 elections.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

Attached is a resolution listing individuals that have training and agreed to serve the City of Grand Rapids as election judges in the Primary and General elections on August 13, 2024 and November 5, 2024, respectively.

Each precinct will be staffed with five (5) election judges, having several serving in a part-time capacity. Shift splitting the full day provides flexibility and is allowed as long as we maintain party balance.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution appointing election judges for 2024 elections at City of Grand Rapids precincts 1 through 4.

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 24-

A RESOLUTION APPOINTING ELECTION JUDGES FOR THE PRIMARY ELECTION OF AUGUST 13, 2024 AND THE GENERAL ELECTION OF NOVEMBER 5, 2024

WHEREAS, a Primary Election will be held on August 13, 2024 and a General Election will be held on November 5, 2024; and

WHEREAS, polling places must remain open on those days from 7:00 a.m. to 8:00 p.m.; and

WHEREAS, the City must appoint and pay the wages and applicable mileage of election judges to staff the polling places.

NOW THEREFORE, BE IT RESOLVED, that the Grand Rapids City Council hereby appoints the following election judges for the August 13, 2024 Primary Election and the November 5, 2024 General Election:

Precinct #1 – Grand Rapids Fire Hall

Cindy Eckert
Connie Andrews
Emmet Stemwedel
Kathy Theis
Sandy Clark

Precinct #2 – Grand Rapids Area Library

Mike Eckert
Sonja Merrild
David Lorenz
Michelle Basarich
Sheila Brogger

Precinct #3 – IRA Civic Center-Upper Level

Catherine McLynn
Kathy Krook
Robert Lindahl
Linda Urevig
Becky LaPlant

Precinct #4 – Zion Lutheran Church

Jim Martinetto
Pam Casio
Margie Haanpaa
Tom Saxhaug
Angie Storlie
Vicki Lorenz

Alternate and Student Judges:

Tami Bourman
Quinten Dalziel
Mariah Dalziel

The City will add additional judges if required in the future.

Adopted this 24th day of June, 2024

Tasha Connelly, Mayor

Attest:

Kimberly Gibeau, City Clerk

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



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REQUEST FOR COUNCIL ACTION

AGENDA DATE: June 24, 2024

AGENDA ITEM: Consider approving the final pay request for CP 2015-1, Sylvan Bay Overlay and Utilities in the amount of \$89,130.88 and balancing change order #1.

PREPARED BY:

BACKGROUND:

Attached is the final pay request and balancing change order #1. A balancing change order is an accounting device to adjust the contract amount to equal the as built amount. The original contract amount was \$1,943,700.00 and the final contract amount is \$1,947,095.96. Approval of these items will close out the project.

REQUESTED COUNCIL ACTION:

Make a motion to approve the final pay request for CP 2015-1, Sylvan Bay Overlay and Utilities in the amount of \$89,130.88 and balancing change order #1.

Change Order No.	1
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Project Name	Sylvan Bay Overlay and Utilities		
Local Agency	City of Grand Rapids	Local Project No.	GRANR 171169
Contractor	TNT Construction Group LLC	Contract No.	CP 2015-1
Address/City/State/Zip	40 County Road 63 Grand Rapids / Grand Rapids / MN / 55744		
Total Change Order Amount \$	\$0.00		

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

Contract Amount: Original = \$3,587,517.84, Revised = \$3,554,217.43

Estimate Of Cost: <i>(Include any increases or decreases in contract items, any negotiated or force account items.)</i>					
Item No.	Description	Unit	Unit Price	+ or – Quantity	+ or – Amount \$
Net Change this Change Order					\$0.00

Due to this change, the contract time: <i>(check one)</i>	
<input 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: 0	Number of Calendar Days Affected by this Contract Change: 0

Approved by Project Engineer:
Print Name:

Date:
Phone:

Approved by Contractor:
Print Name:

Date:
Phone:

Contract Number: CP 2015-1
 Pay Request Number: 12

Project Number GRANR 171169	Project Description Sylvan Bay Overlay and Utilities
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Contractor: TNT Construction Group LLC 40 County Road 63 Grand Rapids, MN 55744	Vendor Number: 06/12/2024 Up To Date:
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	Funds Encumbered		
	Original	Additional	
Contract Amount			
Original Contract	\$3,587,517.84		\$3,587,517.84
Contract Changes	\$0.00		N/A
Revised Contract	\$3,587,517.84		\$3,587,517.84

Work Certified To Date	
Base Bid Items	\$3,554,217.43
Contract Changes	\$
Material On Hand	\$0.00
Total	\$3,554,217.43

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$282.51	\$3,554,217.43	\$0.00	\$3,465,086.55	\$89,130.88	\$3,554,217.43
Percent Retained: 0%					Percent Complete: 99.07%

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 
 Matt Wegwerth (Jun 14, 2024 4:55:04 CDT)
 City Engineer

Approved By TNT Construction Group LLC
 Contractor *Shane Feltus PM*

Date 06/14/24

Date 6/14/2024

Payment Summary					
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request	Amount Paid Per Request
1	2023-05-09	\$204,135.18	\$10,206.76	\$193,928.42	\$193,928.42
2	2023-05-30	\$488,234.16	\$24,411.71	\$463,822.45	\$463,822.45
3	2023-06-13	\$761,665.72	\$38,083.28	\$723,582.44	\$723,582.44
4	2023-06-27	\$345,203.03	\$17,260.15	\$327,942.88	\$327,942.88
5	2023-07-11	\$436,917.37	\$21,845.87	\$415,071.50	\$415,071.50
6	2023-08-01	\$610,866.19	\$30,543.31	\$580,322.88	\$580,322.88
7	2023-08-15	\$170,540.26	\$8,527.02	\$162,013.24	\$162,013.24
8	2023-08-29	\$331,535.76	\$16,576.78	\$314,958.98	\$314,958.98
9	2023-09-12	\$69,162.50	(\$81,998.38)	\$151,160.88	\$151,160.88
10	2023-10-11	\$3,094.25	\$77.36	\$3,016.89	\$3,016.89
11	2024-05-14	\$132,580.50	\$3,314.51	\$129,265.99	\$129,265.99
12	2024-06-12	\$282.51	(\$88,848.37)	\$89,130.88	\$89,130.88

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
Road - GR		\$223,164.78	\$0.00	\$217,575.43	\$5,589.35	\$223,164.78
Road - GRPU		\$158,993.40	\$0.00	\$154,952.76	\$4,040.64	\$158,993.40
SM		\$145,600.99	\$0.00	\$141,960.97	\$3,640.02	\$145,600.99
SS		\$46,108.50	\$0.00	\$44,955.79	\$1,152.71	\$46,108.50
Storm		\$111,897.50	\$0.00	\$109,100.07	\$2,797.43	\$111,897.50
WM		\$213,455.10	\$0.00	\$208,118.73	\$5,336.37	\$213,455.10
WS		\$79,748.20	\$0.00	\$77,754.50	\$1,993.70	\$79,748.20
Road		\$182,233.45	\$0.00	\$177,662.98	\$4,570.47	\$182,233.45
SM		\$21,187.86	\$0.00	\$20,658.16	\$529.70	\$21,187.86
SS		\$6,863.00	\$0.00	\$6,691.43	\$171.57	\$6,863.00
Storm		\$40,216.50	\$0.00	\$39,211.09	\$1,005.41	\$40,216.50
WM		\$3,100.00	\$0.00	\$3,022.50	\$77.50	\$3,100.00
WS		\$450.00	\$0.00	\$438.75	\$11.25	\$450.00
Road - GR		\$402,173.81	\$0.00	\$392,041.45	\$10,132.36	\$402,173.81
Road - GRPU		\$328,195.65	\$0.00	\$319,884.00	\$8,311.65	\$328,195.65
SM		\$371,757.29	\$0.00	\$362,463.35	\$9,293.94	\$371,757.29
SS		\$83,378.50	\$0.00	\$81,294.03	\$2,084.47	\$83,378.50
Storm		\$592,810.50	\$0.00	\$577,990.23	\$14,820.27	\$592,810.50
WM		\$433,371.90	\$0.00	\$422,537.60	\$10,834.30	\$433,371.90
WS		\$109,510.50	\$0.00	\$106,772.73	\$2,737.77	\$109,510.50

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1-Local Road	Local - Grand Rapids	\$20,292.18	\$839,574.09	\$839,574.09	\$807,572.04
2-GRPU Road	GRPUC	\$12,352.29	\$482,364.42	\$482,364.42	\$487,189.05
3-Sanitary Main	GRPUC - SM	\$13,463.66	\$538,962.11	\$538,962.11	\$538,546.14
4-Sanitary Services	GRPUC - SS	\$3,408.75	\$149,675.50	\$149,675.50	\$136,350.00
5-Water Main	GRPUC - WM	\$16,248.17	\$651,814.51	\$651,814.51	\$649,927.00

6-Water Services	GRPUC - WS	\$4,742.72	\$183,903.40	\$183,903.40	\$189,708.70
7-Storm Sewer	Storm Sewer	\$18,623.11	\$741,223.81	\$741,223.81	\$744,924.50

Contract Item Status	Base/Ait	Line	Item	Description	Units	Unit Price	Contract	Quantity This	Amount This	Quantity To	Amount To Date
	Base Bid	1	2011.601	CONSTRUCTION SURVEYING	LUMP SUM	\$31,000.00	0.91	0	\$0.00	0.91	\$28,210.00
	Base Bid	2	2021.501	MOBILIZATION	LUMP SUM	\$210,800.00	0.91	0	\$0.00	0.91	\$191,828.00
	Base Bid	3	2101.501	CLEARING AND GRUBBING	LUMP SUM	\$1,250.00	0.91	0	\$0.00	0.91	\$1,137.50
	Base Bid	4	2101.505	CLEARING	ACRE	\$7,000.00	0.11	0	\$0.00	0.11	\$770.00
	Base Bid	5	2101.505	GRUBBING	ACRE	\$21,000.00	0.11	0	\$0.00	0.11	\$2,310.00
	Base Bid	6	2101.524	CLEARING	TREE	\$110.00	14	0	\$0.00	14	\$1,540.00
	Base Bid	7	2101.524	GRUBBING	TREE	\$350.00	14	0	\$0.00	14	\$4,900.00
	Base Bid	8	2104.502	REMOVE HYDRANT	EACH	\$300.00	4	0	\$0.00	4	\$1,200.00
	Base Bid	9	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	\$400.00	28	0	\$0.00	28	\$11,200.00
	Base Bid	10	2104.502	REMOVE SIGN PANEL TYPE C	EACH	\$50.00	7	0	\$0.00	7	\$350.00
	Base Bid	11	2104.502	REMOVE SIGN PANEL TYPE SPECIAL	EACH	\$50.00	4	0	\$0.00	4	\$200.00
	Base Bid	12	2104.502	REMOVE CASTING	EACH	\$85.00	4	0	\$0.00	4	\$340.00
	Base Bid	14	2104.523	SALVAGE SIGN PANEL TYPE C	EACH	\$50.00	1	0	\$0.00	1	\$50.00
	Base Bid	15	2104.502	SALVAGE SIGN PANEL TYPE SPECIAL	EACH	\$50.00	1	0	\$0.00	1	\$50.00
	Base Bid	16	2104.502	SALVAGE MAILBOX	EACH	\$75.00	37	0	\$0.00	37	\$2,775.00
	Base Bid	17	2104.502	REMOVE MAIL BOX SUPPORT	EACH	\$50.00	7	0	\$0.00	7	\$350.00
	Base Bid	18	2104.502	ABANDON WATER MAIN	EACH	\$750.00	19	0	\$0.00	19	\$14,250.00
	Base Bid	19	2104.503	REMOVE CURB & GUTTER	LIN FT	\$3.00	6761	0	\$0.00	6761	\$20,283.00
	Base Bid	20	2104.503	REMOVE SEWER PIPE (SANITARY)	LIN FT	\$3.00	4462	0	\$0.00	4281	\$12,843.00
	Base Bid	21	2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	\$12.50	1359	0	\$0.00	1367	\$17,087.50
	Base Bid	22	2104.503	REMOVE WATER MAIN	LIN FT	\$3.40	1875	0	\$0.00	387.5	\$1,317.50
	Base Bid	23	2104.503	REMOVE WATER SERVICE PIPE	LIN FT	\$3.15	986	0	\$0.00	908	\$2,860.20
	Base Bid	24	2104.503	SAWING BITUMINOUS PVMT (FULL DEPTH)	LIN FT	\$3.75	742	0	\$0.00	742	\$2,782.50
	Base Bid	25	2104.503	SAWING CONCRETE PVMT (FULL DEPTH)	LIN FT	\$5.75	296	0	\$0.00	297	\$1,707.75
	Base Bid	26	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$2.25	15707	0	\$0.00	15707	\$35,340.75
	Base Bid	27	2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	\$10.25	376	0	\$0.00	368	\$3,772.00
	Base Bid	28	2105.504	GEOTEXTILE FABRIC TYPE 7	SQ YD	\$2.85	14082	0	\$0.00	14082	\$40,133.70
	Base Bid	29	2105.507	COMMON EXCAVATION (P)	CU YD	\$13.00	6342	0	\$0.00	6342	\$82,446.00
	Base Bid	30	2105.507	SELECT GRANULAR BORROW (CV)	CU YD	\$16.25	6793	0	\$0.00	6793	\$110,386.25
	Base Bid	31	2105.507	SUBGRADE EXCAVATION	CU YD	\$13.00	6793	0	\$0.00	6793	\$88,309.00
	Base Bid	32	2105.601	DEWATERING	LUMP SUM	\$190,000.00	1	0	\$0.00	1	\$190,000.00
	Base Bid	33	2112.519	SUBGRADE PREPARATION	RD ST	\$600.00	42.6	0	\$0.00	42.6	\$25,560.00
	Base Bid	34	2118.507	AGGREGATE SURFACING (CV) CLASS 5	CU YD	\$50.00	56	0	\$0.00	62	\$3,100.00
	Base Bid	35	2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	\$33.00	4256	0	\$0.00	4256	\$140,448.00
	Base Bid	36	2231.604	BITUMINOUS PATCH SPECIAL	SQ YD	\$66.00	312	0	\$0.00	377	\$24,882.00
	Base Bid	37	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3.C)	TON	\$91.00	2192	0	\$0.00	1998.58	\$181,870.78
	Base Bid	38	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3.C)	TON	\$102.00	1399	0	\$0.00	1268	\$129,336.00
	Base Bid	39	2451.607	CRUSHED ROCK	CU YD	\$0.01	1154	0	\$0.00	800	\$8.00
	Base Bid	40	2501.502	15" RC PIPE APRON	EACH	\$2,850.00	4	0	\$0.00	4	\$11,400.00
	Base Bid	41	2501.502	21" RC PIPE APRON	EACH	\$3,750.00	1	0	\$0.00	2	\$7,500.00

Contract Item Status		Units	Unit Price	Contract	Quantity This	Amount This	Quantity To	Amount To Date
Base/Alt	Line Item	Description						
Base Bid	42	2501.502	36" RC PIPE APRON	EACH	1	\$7,600.00	1	\$7,600.00
Base Bid	43	2502.503	4" PERF PIPE DRAIN	LIN FT	1650	\$6.50	1830	\$11,895.00
Base Bid	44	2502.602	4" PIPE DRAIN CLEANOUT	EACH	37	\$675.00	35	\$23,625.00
Base Bid	45	2502.602	6" PIPE DRAIN CLEANOUT	EACH	1	\$825.00	1	\$825.00
Base Bid	46	2502.604	2" INSULATION	SQ YD	1381	\$25.00	1478.5	\$36,962.50
Base Bid	47	2503.503	15" RC PIPE SEWER CLASS V	LIN FT	953	\$96.00	953	\$91,488.00
Base Bid	48	2503.503	18" RC PIPE SEWER CLASS V	LIN FT	196	\$103.00	196	\$20,188.00
Base Bid	49	2503.503	21" RC PIPE SEWER CLASS III	LIN FT	702	\$111.00	702	\$77,922.00
Base Bid	50	2503.503	27" RC PIPE SEWER CLASS III	LIN FT	529	\$160.00	527	\$84,320.00
Base Bid	51	2503.503	36" RC PIPE SEWER CLASS IV	LIN FT	228	\$266.00	228	\$60,648.00
Base Bid	52	2503.602	CONSTRUCT BULKHEAD	EACH	5	\$335.00	5	\$1,675.00
Base Bid	53	2503.602	8" x 4" WYE	EACH	18	\$365.00	16	\$5,840.00
Base Bid	54	2503.602	15" x 4" WYE	EACH	19	\$915.00	19	\$17,385.00
Base Bid	55	2503.602	15" x 6" WYE	EACH	1	\$1,100.00	1	\$1,100.00
Base Bid	56	2503.602	CONNECT TO EX. SAN. SEWER SERVICE	EACH	32	\$225.00	32	\$7,200.00
Base Bid	57	2503.602	CONNECT TO EX. SANITARY SEWER	EACH	5	\$875.00	4	\$3,500.00
Base Bid	58	2503.602	CONNECT TO EX. STORM SEWER	EACH	3	\$700.00	3	\$2,100.00
Base Bid	59	2503.603	4" PVC SANITARY SERVICE PIPE	LIN FT	1201	\$58.00	1004	\$58,232.00
Base Bid	60	2503.603	6" PVC SANITARY SERVICE PIPE	LIN FT	38	\$64.00	46	\$2,944.00
Base Bid	61	2503.603	8" PVC PIPE SEWER	LIN FT	1313	\$65.00	1312	\$85,280.00
Base Bid	62	2503.603	15" PVC PIPE SEWER	LIN FT	1678	\$96.00	1678	\$161,088.00
Base Bid	63	2503.603	SANITARY SEWER INSPECTION	LIN FT	\$1.62	\$1.62	3097	\$5,017.14
Base Bid	64	2504.601	TEMPORARY WATER SERVICE	LUMP SUM	1	\$65,000.00	1	\$65,000.00
Base Bid	65	2504.602	INSTALL 1" CORPORATION STOP	EACH	31	\$120.00	32	\$3,840.00
Base Bid	66	2504.602	INSTALL 2" CORPORATION STOP	EACH	1	\$185.00	0	\$0.00
Base Bid	67	2504.602	INSTALL 1" CURB STOP AND BOX	EACH	31	\$350.00	32	\$11,200.00
Base Bid	68	2504.602	INSTALL 2" CURB STOP AND BOX	EACH	1	\$400.00	0	\$0.00
Base Bid	69	2504.602	6" GATE VALVE AND BOX	EACH	10	\$2,725.00	10	\$27,250.00
Base Bid	70	2504.602	8" GATE VALVE AND BOX	EACH	13	\$3,700.00	13	\$48,100.00
Base Bid	71	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	7	\$1,550.00	7	\$10,850.00
Base Bid	72	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	32	\$275.00	27	\$7,425.00
Base Bid	73	2504.602	HYDRANT	EACH	9	\$7,650.00	9	\$68,850.00
Base Bid	74	2504.602	ADJUST VALVE BOX	EACH	1	\$375.00	1	\$375.00
Base Bid	75	2504.602	ADJUST CURB STOP BOX	EACH	1	\$175.00	1	\$175.00
Base Bid	76	2504.603	1" TYPE K COPPER PIPE	LIN FT	1023	\$76.00	1182	\$89,832.00
Base Bid	77	2504.603	2" TYPE K COPPER PIPE	LIN FT	32	\$99.00	0	\$0.00
Base Bid	78	2504.603	6" WATER MAIN DUCTILE IRON CL 52	LIN FT	165	\$118.00	152	\$17,936.00
Base Bid	79	2504.603	8" WATER MAIN DUCTILE IRON CL 52	LIN FT	3113	\$88.00	3128	\$275,264.00
Base Bid	80	2504.603	HYDRANT RISER	LIN FT	5	\$750.00	0.5	\$375.00
Base Bid	81	2504.608	WATER MAIN FITTINGS	POUND	1797	\$20.00	1845	\$36,900.00
Base Bid	82	2506.502	CASTING ASSEMBLY	EACH	63	\$1,075.00	63	\$67,725.00
Base Bid	84	2506.502	CONST DRAINAGE STRUC. DES 48-4020	EACH	23	\$3,475.00	23	\$79,925.00
Base Bid	85	2506.502	CONST DRAINAGE STRUC. DES 60-4020	EACH	7	\$5,750.00	7	\$40,250.00
Base Bid	86	2506.502	CONST DRAINAGE STRUC. DES 72-4020	EACH	3	\$8,675.00	3	\$26,025.00

Contract Item Status											
Base/Alt	Line Item	Description	Units	Unit Price	Contract	Quantity This	Amount This	Quantity To	Amount To	Date	
Base Bid	87	2506.502	CONST DRAINAGE STRUC. DES 84-4020	EACH	\$11,600.00	1	0	1	\$0.00	\$11,600.00	
Base Bid	88	2506.502	CONST DRAINAGE STRUC. DES G	EACH	\$2,600.00	7	0	7	\$0.00	\$18,200.00	
Base Bid	89	2506.502	CONST DRAINAGE STRUC. DES H	EACH	\$2,025.00	1	0	1	\$0.00	\$2,025.00	
Base Bid	90	2506.502	CONST DRAINAGE STRUC. DESIGN F	EACH	\$5,750.00	14	0	14	\$0.00	\$80,500.00	
Base Bid	91	2506.503	CONST DRAINAGE STRUC. DESIGN F	LIN FT	\$415.00	12.7	0	12.7	\$0.00	\$5,270.50	
Base Bid	92	2506.602	CASTING ASSEMBLY SPECIAL	EACH	\$275.00	3	0	4	\$0.00	\$1,100.00	
Base Bid	93	2506.602	CONST DRAINAGE STRUC. DES SPECIAL 1	EACH	\$12,800.00	1	0	1	\$0.00	\$12,800.00	
Base Bid	94	2506.602	CONST DRAINAGE STRUC. DES SPECIAL 2	EACH	\$18,100.00	1	0	1	\$0.00	\$18,100.00	
Base Bid	95	2506.602	CONST DRAINAGE STRUC. DES SPECIAL 3	EACH	\$32,400.00	1	0	1	\$0.00	\$32,400.00	
Base Bid	97	2506.602	SEAL MANHOLE OR CATCH BASIN	EACH	\$200.00	63	0	63	\$0.00	\$12,600.00	
Base Bid	98	2506.602	GROUT CATCH BASIN OR MANHOLE	EACH	\$375.00	3	0	2	\$0.00	\$750.00	
Base Bid	99	2506.603	CONSTRUCT 8" OUTSIDE DROP	LIN FT	\$1,100.00	4.41	0	4.41	\$0.00	\$4,851.00	
Base Bid	100	2511.504	GEOTEXTILE FILTER TYPE 4	SQ YD	\$3.75	105	0	104	\$0.00	\$390.00	
Base Bid	101	2511.507	RANDOM RIP RAP CL III	CU YD	\$80.00	30	0	30	\$0.00	\$2,400.00	
Base Bid	102	2521.518	4" CONCRETE WALK	SQ FT	\$6.00	139	0	242.5	\$0.00	\$1,455.00	
Base Bid	103	2521.518	CONCRETE WALK SPECIAL	SQ FT	\$16.00	22	0	0	\$0.00	\$0.00	
Base Bid	104	2531.503	CONCRETE CURB & GUTTER DESIGN B612	LIN FT	\$19.60	120	0	146	\$0.00	\$2,861.60	
Base Bid	105	2531.503	CONCRETE CURB & GUTTER DESIGN D412	LIN FT	\$19.60	6549	0	6565	\$0.00	\$128,674.00	
Base Bid	106	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$72.00	764	0	768	\$0.00	\$55,296.00	
Base Bid	107	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$81.00	11	0	10	\$0.00	\$810.00	
Base Bid	108	2540.602	MAIL BOX	EACH	\$70.00	7	0	10	\$0.00	\$700.00	
Base Bid	109	2540.602	MAIL BOX SUPPORT	EACH	\$70.00	42	0	45	\$0.00	\$3,150.00	
Base Bid	110	2563.601	TRAFFIC CONTROL	LUMP SUM	\$27,000.00	0.91	0	0.91	\$0.00	\$24,570.00	
Base Bid	111	2564.518	INSTALL SIGN TYPE C	EACH	\$225.00	1	0	1	\$0.00	\$225.00	
Base Bid	112	2564.518	SIGN PANEL TYPE C	SQ FT	\$69.00	48.25	0	54.5	\$0.00	\$3,760.50	
Base Bid	113	2564.518	SIGN TYPE SPECIAL	SQ FT	\$75.00	36	0	49.51	\$0.00	\$3,713.25	
Base Bid	114	2564.602	INSTALL SIGN TYPE SPECIAL	EACH	\$325.00	1	0	1	\$0.00	\$325.00	
Base Bid	115	2571.502	DECIDUOUS TREE 1.5" GAL CONT	EACH	\$900.00	18	0	18	\$0.00	\$16,200.00	
Base Bid	116	2571.502	CONIFEROUS TREE 6" HT B&B	EACH	\$950.00	9	0	9	\$0.00	\$8,550.00	
Base Bid	117	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$5,000.00	0.91	0	0.91	\$0.00	\$4,550.00	
Base Bid	118	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$130.00	70	0	56	\$0.00	\$7,280.00	
Base Bid	119	2573.503	SILT FENCE, TYPE MS	LIN FT	\$3.75	1594	0	1442	\$0.00	\$5,407.50	
Base Bid	120	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	\$4.50	1385	0	1230	\$0.00	\$5,535.00	
Base Bid	121	2573.503	SEDIMENT CONTROL LOG TYPE ROCK	LIN FT	\$9.00	175	0	100	\$0.00	\$900.00	
Base Bid	122	2574.507	COMMON TOPSOIL BORROW (LV)	CU YD	\$0.01	1266	1	1	\$0.01	\$0.01	
Base Bid	123	2575.505	SEEDING	ACRE	\$225.00	3.14	0	3.14	\$0.00	\$706.50	
Base Bid	124	2575.506	WEED SPRAY MIXTURE	GAL	\$150.00	0.78	0.5	0.5	\$75.00	\$75.00	
Base Bid	125	2575.505	WEED SPRAYING	ACRE	\$150.00	1.57	1	1	\$150.00	\$150.00	
Base Bid	126	2575.508	SEED MIXTURE MNST-12	POUND	\$5.75	628	10	638	\$7.50	\$3,668.50	
Base Bid	127	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	\$2.00	9938	0	9938	\$0.00	\$19,876.00	
Base Bid	128	2575.508	MOWING	ACRE	\$75.00	6.28	0	0	\$0.00	\$0.00	
Base Bid	129	2575.523	WATER	MGAL	\$25.00	65.82	0	36	\$0.00	\$900.00	
Base Bid	130	2575.601	EROSION CONTROL	LUMP SUM	\$5,000.00	0.91	0	0.91	\$0.00	\$4,550.00	
Base Bid	131	2575.604	ROLLED EROSION PREVENTION CATEGORY 20	SQ YD	\$2.00	2688	0	2688	\$0.00	\$5,376.00	

Contract Item Status									
Base/Alt Line Item	Description	Units	Unit Price	Contract	Quantity This	Amount This	Quantity To	Amount To	Date
Base Bid Totals:									
						\$282.51			\$3,554,217.43

Project Category Totals		
Project	Category	Amount To Date
GRANR 171169		\$282.51
		\$3,554,217.43

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
Contract Change Totals:											
											\$

Contract Total											\$3,554,217.43
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Contract Change Totals		Amount This Request	Amount To Date
Number	Description		

Material On Hand Additions				
Line	Item	Description	Date	Comments

Material On Hand Balance									
Line	Item	Description	Date	Added	Used	Remaining			
18	2104.502	ABANDON WATER MAIN	2023-06-05	4.18 EACH \$2,509.42	4.18 EACH \$2,509.42	0 EACH \$0.00			
28	2105.504	GEOTEXTILE FABRIC TYPE 7	2023-05-17	5,100 SQ YD \$14,535.00	5,100 SQ YD \$14,535.00	0 SQ YD \$0.00			
28	2105.504	GEOTEXTILE FABRIC TYPE 7	2023-05-17	3,000 SQ YD \$8,550.00	3,000 SQ YD \$8,550.00	0 SQ YD \$0.00			
40	2501.502	15" RC PIPE APRON	2023-06-05	1.25 EACH \$3,562.50	1.25 EACH \$3,562.50	0 EACH \$0.00			
41	2501.502	21" RC PIPE APRON	2023-06-05	1 EACH \$3,750.00	1 EACH \$3,750.00	0 EACH \$0.00			
42	2501.502	36" RC PIPE APRON	2023-06-05	1 EACH \$7,600.00	1 EACH \$7,600.00	0 EACH \$0.00			
43	2502.503	4" PERF PIPE DRAIN	2023-05-19	305.2 LIN FT \$1,800.68	305.2 LIN FT \$1,800.68	0 LIN FT \$0.00			
44	2502.602	4" PIPE DRAIN CLEANOUT	2023-05-01	0.29 EACH \$195.75	0.29 EACH \$195.75	0 EACH \$0.00			
44	2502.602	4" PIPE DRAIN CLEANOUT	2023-06-05	17 EACH \$11,475.00	17 EACH \$11,475.00	0 EACH \$0.00			
44	2502.602	4" PIPE DRAIN CLEANOUT	2023-06-05	16 EACH \$10,800.00	16 EACH \$10,800.00	0 EACH \$0.00			
47	2503.503	15" RC PIPE SEWER CLASS V	2023-06-05	300 LIN FT \$24,000.00	300 LIN FT \$24,000.00	0 LIN FT \$0.00			
47	2503.503	15" RC PIPE SEWER CLASS V	2023-06-09	469 LIN FT \$13,450.00	469 LIN FT \$13,450.00	0 LIN FT \$0.00			
48	2503.503	18" RC PIPE SEWER CLASS V	2023-06-05	100 LIN FT \$9,670.00	100 LIN FT \$9,670.00	0 LIN FT \$0.00			
49	2503.503	21" RC PIPE SEWER CLASS III	2023-06-05	300 LIN FT \$28,800.00	300 LIN FT \$28,800.00	0 LIN FT \$0.00			
49	2503.503	21" RC PIPE SEWER CLASS III	2023-06-09	16.68 LIN FT \$917.90	16.68 LIN FT \$917.90	0 LIN FT \$0.00			

50	2503.503	27" RC PIPE SEWER CLASS III	2023-06-05	296.7 LIN FT \$45,000.49	296.7 LIN FT \$45,000.49	0 LIN FT \$0.00
51	2503.503	36" RC PIPE SEWER CLASS IV	2023-06-05	199 LIN FT \$49,750.00	199 LIN FT \$49,750.00	0 LIN FT \$0.00
53	2503.602	8" x 4" WYE	2023-05-01	3.39 EACH \$1,237.35	3.39 EACH \$1,237.35	0 EACH \$0.00
54	2503.602	15" x 4" WYE	2023-05-01	10.65 EACH \$9,744.75	10.65 EACH \$9,744.75	0 EACH \$0.00
55	2503.602	15" x 6" WYE	2023-05-01	0.56 EACH \$616.00	0.56 EACH \$616.00	0 EACH \$0.00
56	2503.602	CONNECT TO EX. SAN. SEWER SERVICE	2023-05-01	16.38 EACH \$3,685.50	16.38 EACH \$3,685.50	0 EACH \$0.00
57	2503.602	CONNECT TO EX. SANITARY SEWER	2023-05-01	2.45 EACH \$2,143.75	2.45 EACH \$2,143.75	0 EACH \$0.00
59	2503.603	4" PVC SANITARY SERVICE PIPE	2023-05-17	66 LIN FT \$3,821.40	66 LIN FT \$3,821.40	0 LIN FT \$0.00
60	2503.603	6" PVC SANITARY SERVICE PIPE	2023-05-17	5.7 LIN FT \$341.43	5.7 LIN FT \$341.43	0 LIN FT \$0.00
61	2503.603	8" PVC PIPE SEWER	2023-05-17	225 LIN FT \$14,625.00	225 LIN FT \$14,625.00	0 LIN FT \$0.00
62	2503.603	15" PVC PIPE SEWER	2023-05-02	756.13 LIN FT \$54,441.36	756.13 LIN FT \$54,441.36	0 LIN FT \$0.00
62	2503.603	15" PVC PIPE SEWER	2023-05-17	64 LIN FT \$6,080.00	64 LIN FT \$6,080.00	0 LIN FT \$0.00
62	2503.603	15" PVC PIPE SEWER	2023-05-30	5.25 LIN FT \$504.00	5.25 LIN FT \$504.00	0 LIN FT \$0.00
69	2504.602	6" GATE VALVE AND BOX	2023-05-01	2.13 EACH \$4,845.75	2.13 EACH \$4,845.75	0 EACH \$0.00
69	2504.602	6" GATE VALVE AND BOX	2023-05-02	3 EACH \$7,404.24	3 EACH \$7,404.24	0 EACH \$0.00
69	2504.602	6" GATE VALVE AND BOX	2023-05-02	2 EACH \$4,936.16	2 EACH \$4,936.16	0 EACH \$0.00
69	2504.602	6" GATE VALVE AND BOX	2023-05-02	0.87 EACH \$2,370.75	0.87 EACH \$2,370.75	0 EACH \$0.00
70	2504.602	8" GATE VALVE AND BOX	2023-05-01	2.49 EACH \$9,213.00	2.49 EACH \$9,213.00	0 EACH \$0.00
70	2504.602	8" GATE VALVE AND BOX	2023-05-02	5 EACH \$10,489.30	5 EACH \$10,489.30	0 EACH \$0.00
70	2504.602	8" GATE VALVE AND BOX	2023-05-02	3.51 EACH \$12,987.00	3.51 EACH \$12,987.00	0 EACH \$0.00
71	2504.602	CONNECT TO EXISTING WATER MAIN	2023-05-01	3.72 EACH \$5,766.00	3.72 EACH \$5,766.00	0 EACH \$0.00
72	2504.602	CONNECT TO EXISTING WATER SERVICE	2023-05-01	1.05 EACH \$288.75	1.05 EACH \$288.75	0 EACH \$0.00
73	2504.602	HYDRANT	2023-05-01	0.03 EACH \$229.50	0.03 EACH \$229.50	0 EACH \$0.00
73	2504.602	HYDRANT	2023-05-02	5.47 EACH \$41,845.50	5.47 EACH \$41,845.50	0 EACH \$0.00
76	2504.603	1" TYPE K COPPER PIPE	2023-05-01	162.56 LIN FT \$12,354.56	162.56 LIN FT \$12,354.56	0 LIN FT \$0.00
78	2504.603	6" WATER MAIN DUCTILE IRON CL 52	2023-05-19	53.53 LIN FT \$5,941.83	53.53 LIN FT \$5,941.83	0 LIN FT \$0.00
79	2504.603	8" WATER MAIN DUCTILE IRON CL 52	2023-05-01	9.41 LIN FT \$828.08	9.41 LIN FT \$828.08	0 LIN FT \$0.00
79	2504.603	8" WATER MAIN DUCTILE IRON CL 52	2023-05-10	527.2 LIN FT \$45,518.45	527.2 LIN FT \$45,518.45	0 LIN FT \$0.00
79	2504.603	8" WATER MAIN DUCTILE IRON CL 52	2023-05-19	1,008.75 LIN FT \$87,963.00	1,008.75 LIN FT \$87,963.00	0 LIN FT \$0.00
81	2504.608	WATER MAIN FITTINGS	2023-05-01	869.82 POUND \$17,396.40	869.82 POUND \$17,396.40	0 POUND
81	2504.608	WATER MAIN FITTINGS	2023-05-30	23.21 POUND \$464.20	23.21 POUND \$464.20	0 POUND
84	2506.502	CONST DRAINAGE STRUC. DES 48-4020	2023-06-05	10 EACH \$34,750.00	10 EACH \$34,750.00	0 EACH \$0.00
84	2506.502	CONST DRAINAGE STRUC. DES 48-4020	2023-06-05	2 EACH \$6,950.00	2 EACH \$6,950.00	0 EACH \$0.00
85	2506.502	CONST DRAINAGE STRUC. DES 60-4020	2023-06-05	5 EACH \$28,750.00	5 EACH \$28,750.00	0 EACH \$0.00
86	2506.502	CONST DRAINAGE STRUC. DES 72-4020	2023-06-05	2 EACH \$17,350.00	2 EACH \$17,350.00	0 EACH \$0.00
87	2506.502	CONST DRAINAGE STRUC. DES 84-4020	2023-06-06	0.7 EACH \$8,120.00	0.7 EACH \$8,120.00	0 EACH \$0.00
88	2506.502	CONST DRAINAGE STRUC. DES G	2023-06-05	2 EACH \$5,200.00	2 EACH \$5,200.00	0 EACH \$0.00
88	2506.502	CONST DRAINAGE STRUC. DES G	2023-06-05	1 EACH \$2,600.00	1 EACH \$2,600.00	0 EACH \$0.00
89	2506.502	CONST DRAINAGE STRUC. DES H	2023-06-05	0.3 EACH \$607.50	0.3 EACH \$607.50	0 EACH \$0.00
90	2506.502	CONST DRAINAGE STRUC. DESIGN F	2023-05-24	4.5 EACH \$20,312.73	4.5 EACH \$20,312.73	0 EACH \$0.00
90	2506.502	CONST DRAINAGE STRUC. DESIGN F	2023-05-24	2 EACH \$10,670.06	2 EACH \$10,670.06	0 EACH \$0.00
90	2506.502	CONST DRAINAGE STRUC. DESIGN F	2023-05-24	2 EACH \$10,670.06	2 EACH \$10,670.06	0 EACH \$0.00
90	2506.502	CONST DRAINAGE STRUC. DESIGN F	2023-06-05	2 EACH \$11,500.00	2 EACH \$11,500.00	0 EACH \$0.00
93	2506.602	CONST DRAINAGE STRUC. DES SPECIAL 1	2023-05-19	0.41 EACH \$5,248.00	0.41 EACH \$5,248.00	0 EACH \$0.00
93	2506.602	CONST DRAINAGE STRUC. DES SPECIAL 1	2023-06-05	0.5 EACH \$5,075.00	0.5 EACH \$5,075.00	0 EACH \$0.00
94	2506.602	CONST DRAINAGE STRUC. DES SPECIAL 2	2023-05-19	0.32 EACH \$5,792.00	0.32 EACH \$5,792.00	0 EACH \$0.00

94	2506.602	CONST DRAINAGE STRUC. DES SPECIAL 2	2023-06-05	0.3 EACH \$5,430.00	0.3 EACH \$5,430.00	0 EACH \$0.00
95	2506.602	CONST DRAINAGE STRUC. DES SPECIAL 3	2023-05-19	0.21 EACH \$6,804.00	0.21 EACH \$6,804.00	0 EACH \$0.00
95	2506.602	CONST DRAINAGE STRUC. DES SPECIAL 3	2023-06-05	0.2 EACH \$6,480.00	0.2 EACH \$6,480.00	0 EACH \$0.00



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

REQUEST FOR BOARD ACTION

AGENDA DATE: June 24, 2024

AGENDA ITEM: Consider approval of seasonal contractors

PREPARED BY: Tom Beaudry

BACKGROUND:

Seasonal contractors are brought on at Pokegama Golf Course as starters/rangers and golf instructors. Attached is the list that would be brought on if approved.

REQUESTED BOARD ACTION:

Make a motion to approve seasonal contractors.

Dave Johnson

Ann Campbell



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: June 24, 2024

AGENDA ITEM: Consider approving quotation for steel handrails at Yanmar Arena

PREPARED BY: Glen Hodgson

BACKGROUND:

At the meeting of June 10, 2024, the Council authorized Staff to solicit quotations for steel handrails at Yanmar Arena. The objective is to improve spectator comfort and safety by installing handrails at four locations in the west venue.

Quotes were solicited from two local metal fabricators. A single quote was received from Pro-Max in the amount of \$11,880.00. This amount is below the cost that we had estimated for the work. Therefore, Staff recommends accepting the quotation from Pro-Max.

The cost of this work will be included the final project bonding amount for the overall project.

REQUESTED COUNCIL ACTION:

Make a motion accepting the quotation in the amount of \$11,880.00 from Pro-Max for handrail fabrication and installation at Yanmar Arena.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: June 24, 2024

AGENDA ITEM: Consider adopting a resolution calling for a Public Hearing relating to identify qualified users of the Yanmar Arena in the City of Grand Rapids.

PREPARED BY: Barb Baird

BACKGROUND:

The City owns and operates the Yanmar Arena but intends to allow one or more nonprofit organizations to use the Arena. Pursuant to Section 145 of the Internal Revenue Code of 1986, as amended (the “Code”), the City is authorized to designate the Bonds as “qualified 501(c)(3) bonds” if the City identifies one or more nonprofit organizations from federal income taxation under Section 501(a) of the Code, as a result of the application of Section 501(c)(3) of the Code, as “qualified 501(c)(3) users” of the Project (the “Qualified Users”); provided, however, that the Council first holds a public hearing on the proposal to designate the Qualified Users as qualified 501(c)(3) users.

The City has identified the Grand Rapids Amateur Hockey Association, a Minnesota nonprofit corporation and an organization described in Section 501(c)(3) of the Code, Grand Itasca Clinic and Hospital, a Minnesota nonprofit corporation and an organization described in Section 501(c)(3) of the Code, and Star of the North Skating Club, a Minnesota nonprofit corporation and an organization described in Section 501(c)(3) of the Code, as Qualified Users of the Arena.

The City Council will hold a public hearing regarding the designation of the Bonds as qualified 501(c)(3) bonds on Monday, July 8, 2024, at approximately 5:00 p.m. at City Hall.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution calling for a Public Hearing relating to identify qualified users of the Yanmar Arena in the City of Grand Rapids on Monday, July 8, 2024, at approximately 5:00 p.m. at City Hall.

CITY OF GRAND RAPIDS, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION CALLING A PUBLIC HEARING RELATING TO
IDENTIFY QUALIFIED USERS OF THE YANMAR ARENA IN
THE CITY OF GRAND RAPIDS**

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

Section 1. Background; Findings.

1.01. On December 22, 2022, the City issued its Taxable General Obligation Temporary Bonds, Series 2022 (the “Prior Bonds”), in the original aggregate principal amount of \$10,000,000. The proceeds of the Prior Bonds were used to finance the construction, renovation, and improvement of the Yanmar Arena located at 1401 NW Third Avenue in the City, including but not limited to replacement of the roof, replacement of the ice plant, new capital equipment, and building, utility and grounds improvements (the “Project”).

1.02. The City has proposed to issue its General Obligation Refunding Bonds, Series 2024A (the “Bonds”), in the approximate aggregate principal amount of \$9,500,000 to redeem and prepay the outstanding Prior Bonds and refinance the Project.

1.03. The City owns and operates the Project but intends to allow one or more nonprofit organizations to use the Project. Pursuant to Section 145 of the Internal Revenue Code of 1986, as amended (the “Code”), the City is authorized to designate the Bonds as “qualified 501(c)(3) bonds” if the City identifies one or more nonprofit organizations from federal income taxation under Section 501(a) of the Code, as a result of the application of Section 501(c)(3) of the Code, as “qualified 501(c)(3) users” of the Project (the “Qualified Users”); provided, however, that the Council first holds a public hearing on the proposal to designate the Qualified Users as qualified 501(c)(3) users.

1.04. The City has identified the Grand Rapids Amateur Hockey Association, a Minnesota nonprofit corporation and an organization described in Section 501(c)(3) of the Code, Grand Itasca Clinic and Hospital, a Minnesota nonprofit corporation and an organization described in Section 501(c)(3) of the Code, and Star of the North Skating Club, a Minnesota nonprofit corporation and an organization described in Section 501(c)(3) of the Code, as Qualified Users of the Project.

Section 2. Public Hearing Authorized.

2.01. The Council will hold a public hearing regarding the designation of the Bonds as qualified 501(c)(3) bonds on Monday, July 8, 2024, at approximately 5:00 p.m. at City Hall. The Council authorizes and directs the publication of a notice substantially in the form attached hereto as EXHIBIT A in the official newspaper of the City, which is a newspaper of general circulation in the City, at least seven (7) days prior to the date of the hearing.

2.02. City staff and consultants are authorized to take all other actions needed to bring the proposed Qualified Users and issuance of the Bonds as qualified 501(c)(3) bonds under the Code before the Council.

Adopted by the City Council of the City of Grand Rapids, Minnesota, this 24th day of June, 2024.

Mayor

Attest:

City Clerk

EXHIBIT A

FORM OF NOTICE OF PUBLIC HEARING

CITY OF GRAND RAPIDS, MINNESOTA

**NOTICE OF PUBLIC HEARING TO IDENTIFY QUALIFIED USERS OF THE YANMAR ARENA
IN THE CITY OF GRAND RAPIDS**

NOTICE IS HEREBY GIVEN that the City Council of the City of Grand Rapids, Minnesota (the “City”) will hold a public hearing on Monday, July 8, 2024, at or after 5:00 p.m. in the City Council Chambers at City Hall, located at 420 North Pokegama Avenue in the City, to consider the sale of the City’s General Obligation Refunding Bonds, Series 2024A (the “Bonds”), to be issued in the approximate aggregate principal amount of \$9,500,000, to refinance the construction, renovation, and improvement of the Yanmar Arena located at 1401 NW Third Avenue in the City, including but not limited to replacement of the roof, replacement of the ice plant, new capital equipment, and building, utility and grounds improvements (the “Project”). The Project is owned by the City. A public hearing is required to designate the Bonds as qualified 501(c)(3) bonds pursuant to Section 145 of the Internal Revenue Code of 1986, as amended (the “Code”). The purpose of the public hearing is to identify one or more nonprofit organizations exempt from federal income taxation under Section 501(a) of the Code, as a result of the application of Section 501(c)(3) of the Code, as qualified 501(c)(3) users of the Project, including but not limited to the Grand Rapids Amateur Hockey Association, a Minnesota nonprofit corporation and an organization described in Section 501(c)(3) of the Code, Grand Itasca Clinic and Hospital, a Minnesota nonprofit corporation and an organization described in Section 501(c)(3) of the Code, and Star of the North Skating Club, a Minnesota nonprofit corporation and an organization described in Section 501(c)(3) of the Code (collectively, the “Qualified Users”).

The City is expected to enter into one or more long-term use agreements with the Qualified Users and may enter into long-term use agreements in the future with other qualified 501(c)(3) organizations regarding use of the Project.

Following the public hearing, the City Council will consider the adoption of a resolution approving the issuance of the Bonds as qualified 501(c)(3) bonds. At the time and place fixed for the public hearing, the City Council will give all persons who appear at the hearing an opportunity to express their views with respect to the proposal. In addition, interested persons may direct any questions or file written comments respecting the proposal with the City Clerk, at or prior to said public hearing.

Dated: [Date of Publication]

**BY ORDER OF THE CITY COUNCIL OF THE
CITY OF GRAND RAPIDS, MINNESOTA**

/s/ Kimberly Gibeau
City Clerk



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: June 24, 2024

AGENDA ITEM: Consider approval of Change Order #2 for CP 2010-1, 3rd Avenue & 7th Street NE Project in the amount of \$19,466.

PREPARED BY: Matt Wegwerth

BACKGROUND:

Due to the existing minimal depth of the watermain east of the tee at the NW quadrant of NE 5th Street and 3rd Avenue GRPUC has elected to replace and lower this section.

REQUESTED COUNCIL ACTION:

Make a motion approving Change Order #2 for CP 2010-1, 3rd Avenue & 7th Street NE Project in the amount of \$19,466.

CHANGE ORDER

Item 8.

Change Order No.	2
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Project Location	3 rd Avenue NE and 7 th Street NE		
Local Agency	City of Grand Rapids	Local Project No.	CP 2010-1
Contractor	TNT Construction Group, LLC	Contract No.	CP 2010-1
Address/City/State/Zip	40 County Road 63 / Grand Rapids / MN / 55744		
Total Change Order Amount	\$19,466.00		

Due to existing the existing minimal depth of the 8” cast iron watermain extending east of the tee at the northwest quadrant of 5th Street NE and 3rd Avenue NE, GPRU has elected to replace and lower this section to east of the new storm sewer.

Contract Time - is increased by 2 calendar days

Estimate Of Cost: <i>(Include any increases or decreases in contract items, any negotiated or force account items.)</i>						
Group/Funding Category**	Item No.	Description	Unit	Unit Price	+ or – Quantity	+ or – Amount \$
3rd Avenue NE /- Water	2504.601	LOWER WATER MAIN (P)	LUMP SUM	\$19,466.00	1	\$19,466.00
Net Change this Change Order						\$19,466.00

2504.601 is funded 100% from Group 1
1 - 3rd Avenue NE / 3RD AVE NE - Water (100% GRPUC-Water)

Project Engineer:
 Print Name:

Date:
 Phone:

Contractor: *Dominic Ellison*
 Print Name: Dominic Ellison

Date: 6/18/2024
 Phone: 218-244-4166



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 6-24-24

AGENDA ITEM: Consider appointment of Councilmember Rick Blake as alternate on the Greenway Joint Recreation Board

PREPARED BY: Mayor Connelly

BACKGROUND:

The mayor and council appoint alternates to many of the boards and commission within the City. This allows representation by the council when the regular appointed member cannot attend. Currently, the city does not have an alternate appointed to the Greenway Joint Recreation Board.

REQUESTED COUNCIL ACTION:

Make a motion to appoint Councilmember Rick Blake as alternate on the Greenway Joint Recreation Board.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 06/24/2024

AGENDA ITEM: Consider approving amendment to Hazmat Response Contract with State of Minnesota.

PREPARED BY: Travis Cole-Fire Chief

BACKGROUND:

The City of Grand Rapids Fire Department has been a contractor to the State of Minnesota as a Hazardous Materials Chemical Assessment Team since the inception of the State's Regional Response Program in 1995.

The State of Minnesota has submitted an amendment to the contract with the City of Grand Rapids Fire Department Chemical Assessment Team. Our current contract will expire on June 30th, 2024, and this amendment is to ensure teams are still operating under a contract while they work on the next team contracts. This amendment will require signatures by both parties to amend the original contract which will extend our contract until June 30th, 2025. The proposed amendments do not negatively impact the budget of the Fire Department or the Chemical Assessment Team.

REQUESTED COUNCIL ACTION:

Make a motion to approve amendments to contract between the City of Grand Rapids and the State of Minnesota to provide professional/technical services for hazardous materials emergencies and allow proper signatures.

AMENDMENT COVER SHEET**(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)****Instructions:**

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

Agency: State Fire Marshal Division **Name of Contractor:** City of Grand Rapids Fire Dept.

Current Contract Term: November 1, 2022 – June 30, 2024 **Project Identification:** Contract No. 220246

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

What changes are being made to the to the contract? Complete appropriate box(es) for the amendment submitted.

1. Amendment to the Expiration Date of the contract

- a. Proposed New Expiration Date: June 30,2025
- b. Why is it necessary to amend the Expiration Date? Time to review and update contract funding and terms.

2. Amend Duties and Cost Amend Duties Only

- a. Describe the amendment: This amendment updates payment terms.
- b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:

Original contract amount - \$100,000.00

Amendment amount increase - \$60,000.00

New total contract amount- \$160,000.00

Amendment [2] to SWIFT Contract No. [220246]

Contract Effective Date:	<u>November 1, 2022</u>	Total Contract Amount:	<u>\$160,000.00</u>
Original Contract Expiration Date:	<u>June 30, 2025</u>	Original Contract:	<u>\$100,000.00</u>
Current Contract Expiration Date:	<u>June 30, 2024</u>	Previous Amendment(s) Total:	<u>\$0</u>
Requested Contract Expiration Date:	<u>June 30, 2025</u>	This Amendment:	<u>\$60,000.00</u>

This amendment is by and between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the State Fire Marshal Division (“State”) and the City Grand Rapids, acting on behalf of its Fire Department whose designated business address is 104 SE 11th Street, Grand Rapids, MN 55744 (“Contractor”). State and Contractor may be referred to jointly as “Parties.”

Recitals

1. The State has a contract with the Contractor identified as 220246 (“Original Contract”) for Contractor to provide hazardous material (HAZMAT) response teams to assist local authorities by providing technical advice to local incident commanders and recommending mitigation actions necessary to protect life, property, and the environment.
2. The State and the Contractor are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1. Clause 1.2 “**Expiration Date,**” is amended as follows:

- 1.2 Expiration Date. ~~June 30, 2024~~ June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 5. “**Payment**” is amended as follows:

5.1 Consideration. The State will pay for all services performed by the Contractor under this Contract as follows:

- (a) **Compensation.** The State will pay the Contractor up to but not exceeding **Forty Thousand and 00/100 Dollars (\$40,000.00)** for the period commencing November 1, 2022, and ending June 30, 2023, ~~and Sixty Thousand and 00/100 Dollars (\$60,000.00)~~ for the period commencing July 1, 2023, and ending June 30, 2024, and Sixty Thousand and 00/100 Dollars (\$60,000.00) for the period commencing July 1, 2024, and ending June 30, 2025. The Contractor will be paid for expenses for the following costs:
 - 1) Capital equipment – Cost of capital equipment including vehicles.
 - 2) Training – Cost of training team personnel (excluding exercise training).
 - 3) Medical examinations – Cost of annual medical examinations for team personnel.
 - 4) Consumable supplies – Cost of consumable supplies.
 - 5) Administration – Cost of program administration.
 - 6) Maintenance – Cost of equipment maintenance.
- (b) Contractor may deviate from its budget corresponding to the six categories identified in Clause 5.1(a), increasing, and decreasing amounts between categories as needed with the exception of Category 5, Administration. The State and Contractor mutually agree Administration costs shall not be increased more than 20% without prior written approval from the State’s Authorized Representative.

- (c) **Total Obligation.** The total obligation of the State for all compensation to the Contractor corresponding to Clause 5.1(a) shall not exceed ~~One Hundred Thousand and 00/100 Dollars (\$100,000.00)~~ **One Hundred Sixty Thousand and 00/100 Dollars (\$160,000.00).**
- (d) **Emergency Response Reimbursement.** In addition to the Compensation identified in Clause 5.1(a) and Clause 5.1(c), the State will reimburse the Contractor for reasonable and necessary expenses corresponding to and directly associated with the following costs incurred during an actual emergency response. Reimbursement costs corresponding to this section shall not exceed **Five Thousand and 00/100 Dollars (\$5,000.00)** for any single response unless authorized by the State's Authorized Representative.
- 1) **Hazmat Team Personnel Costs**
An hourly rate per person, including wages and fringe benefits, for two (2) hours minimum per person, up to five (5) persons [See Clause 2(n) above]. Hourly rates will be determined by and in accordance with the Contractor's collective bargaining agreement(s) corresponding to personnel.
 - 2) **Additional Wage Costs for Local Callback Personnel**
An hourly rate per person, including wages and fringe benefits, for two (2) hours minimum per person, up to five (5) persons for HAZMAT team. Hourly rates will be determined by and in accordance with the Contractor's collective bargaining agreement(s) corresponding to personnel.
 - 3) **Vehicle Operating Costs**
 - a) Hazardous Materials Response Teams shall be reimbursed up to \$150.00 per hour for operational costs associated with State-supplied Hazardous Materials Emergency Response apparatus.
 - b) Any additional Hazardous Materials Response Team support apparatus shall be reimbursed up to \$100.00 per hour which must be approved prior to use by the State Fire Marshal's State Teams Coordinator or Supervisor.
 - 4) **Cost of Consumable Supplies Used**
Cost for consumable supplies used shall not exceed the actual costs incurred; and Contractor must submit an itemized invoice for actual costs to be reimbursed.
 - 5) **Costs of Repair or Replacement of Damaged or Destroyed Equipment**
Contractor must submit an itemized invoice for actual costs incurred. If cost is estimated to exceed \$500.00, Contractor shall consult with the State's Authorized Representative to determine if the State will require competitive bids or quotes prior to the repair or replacement of equipment. If the State requires a competitive solicitation, Contractor must comply with the applicable municipal bidding laws.
 - 6) **Communication Costs, including Long Distance and Cellular Telephone Charges**
Eligible costs are defined as cellular/mobile and land line telephone costs for voice, data, and facsimile transmissions. Contractor must submit an itemized invoice for actual costs incurred.
 - 7) **Administrative Costs Directly Resulting from the Emergency Response**
Up to \$500.00 per incident based on actual costs incurred. Contractor may request additional administrative cost reimbursement based on an itemized invoice for actual costs incurred when extraordinary circumstances resulting from a specific State authorized emergency response are documented.
 - 8) **Costs Incurred in the Use of Special Equipment (*Minnesota Rules Chapter 7514.1200*)**
Costs for this item shall not exceed the actual costs incurred; and Contractor must submit an itemized invoice for actual costs to be reimbursed.
 - 9) **Costs Associated with Providing Support to Cleanup Operations (*Minnesota Rules Chapter 7514.0900, subpart 5*)**
Costs for this item shall not exceed the actual costs incurred; and Contractor must submit an itemized invoice for actual costs to be reimbursed.
 - 10) **Costs Associated with Providing Standby Technical Assistance (*Minnesota Rules Chapter***

7514.1600, subpart 4)

Costs for this item shall not exceed the actual costs incurred; and Contractor must submit an itemized invoice for actual costs to be reimbursed.

11) Other Direct Costs Incurred by the Contractor as a Result of the Emergency Response

Costs for this item shall not exceed the actual costs incurred; and Contractor must submit an itemized invoice for actual costs to be reimbursed.

REVISION 3. Clause 5.2. “**Payment**” is amended as follows:

5.2 Payment.

- (a) **Invoices.** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:
- 1) **Contractor Compensation [Clauses 5.1(a) and 5.1(b)].** Contractor shall submit a completed Contractor Compensation Packet at least once every three months but not more frequently than once per month for reimbursement of costs identified in Clauses 5.1(a) and 5.1(b). Contractor shall submit a final invoice for the period commencing November 1, 2022, and ending June 20, 2023, no later than July 31, 2023. Contractor shall submit a final invoice for the period commencing July 1, 2023, and ending June 30, 2024, no later than July 31, 2024. Contractor shall submit a final invoice for the period commencing July 1, 2024, and ending June 30, 2025, no later than July 31, 2025. The State will process properly completed Reimbursement Packets for compensation within thirty (30) days of receipt.
 - 2) **Emergency Response Reimbursement [Clause 5.1(d)].** Contractor shall submit a reimbursement claim form identifying reasonable and necessary expenses incurred during an actual emergency response, such claim form to be submitted to State no later than forty-five (45) days after the end of the response. The claim for reimbursement must be made on forms provided by the State and must provide sufficient detail corresponding to each category identified in Clause 5.1(d). The State will process properly completed claim forms for reimbursement within thirty (30) days of receipt.
- (b) **Retainage.** Under Minn. Stat. § 16C.08, subd. 2 (10), no more than 90 percent of the amount due under this Contract may be paid until the final product of this Contract has been reviewed by the State. The balance due will be paid when the State determines that the Contractor has satisfactorily fulfilled all the terms of this Contract.
- (c) **Conditions of Payment.** All services delivered by the Contractor under this Contract must be performed to the State’s satisfaction and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: DocuSigned by: Jessica Zemien

Signature: DocuSigned by: Jessica Zemien

Title: Accounting Officer Sr Date: 6/6/2024

SWIFT Contract No. 3000083255

2. Contractor

The Contractor certifies that the appropriate person has executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print Name: DocuSigned by: Tasha Connelly

Signature: DocuSigned by: Tasha Connelly

Title: Mayor Date: 6/9/2024

3. State Agency

With delegated authority

Print Name: DocuSigned by: Dan Krier

Signature: DocuSigned by: Dan Krier

Title: State Fire Marshal Date: 6/10/2024

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: DocuSigned by: Sherry Van Horn

Signature: DocuSigned by: Sherry Van Horn

Title: Contracts Specialist Date: 6/11/2024

Admin ID: 78639



State of Minnesota Contract

SWIFT Contract No.: 220246

This Contract is between the **State of Minnesota**, acting through its Commissioner of Public Safety on behalf of the State Fire Marshal division (“State”), and **City of Grand Rapids**, acting on behalf of its Fire Department, whose designated business address is 104 Southeast 11th Street, Grand Rapids, MN 55744 (“Contractor”). The State and Contractor may be referred to jointly as “Parties.”

Recitals

1. State issued a solicitation identified as SWIFT Event 2000013294 on September 6, 2022, for hazardous materials (HAZMAT) response teams to assist local authorities by providing technical advice to local incident commanders and recommending mitigation actions necessary to protect life, property, and the environment (“Solicitation”); and
2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the services requested in the Solicitation; and
3. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

- 1.1 Effective Date. **November 1, 2022**, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by the State’s Authorized Representative to begin work.
- 1.2 Expiration Date. **June 30, 2024**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Contractor’s Duties

The Contractor shall perform all duties described in this Contract to the satisfaction of the State.

The Contractor, who is not a State employee, shall:

- (a) Respond to hazardous material incidents occurring in the Contractor’s normal geographic area (*see Appendix C*), and, when requested by the State, the Contractor’s primary response area (*see Appendix A*) and secondary response area (*Appendix B*).
- (b) Respond to any response area in the State of Minnesota (*see Appendix B*) when directed to do so by the Commissioner (*Minnesota Rules Chapter 7514.0900, subpart 1*).
- (c) Coordinate on-scene emergency response operations of the Contractor’s Team with local, state and federal agencies, Indian tribes, and private response organizations through the Minnesota Incident Management System (*Minnesota Rules Chapter 7514.1800, subpart 1*).

- (d) Ensure Contractor's Team members are in compliance with the initial, continuing education, and team training requirements (*Minnesota Rules Chapter 7514.0600, subparts 1 to 4*); and annually certify such compliance to the Commissioner (*Minnesota Rules Chapter 7514.0600, subpart 6*).
- (e) Ensure Team members are in compliance with medical requirements (*Minnesota Rules Chapter 7514.0600, subpart 7*); and annually certify such compliance to the Commissioner (*Minnesota Rules Chapter 7514.0600, subpart 7*).
- (f) Deploy Contractor's Team personnel and equipment to hazardous materials incident(s) within an average of fifteen (15) minutes from the time a decision is made to dispatch the Team (*Minnesota Rules, Chapter 7514.0500*). For purposes of this clause, the decision to dispatch the Team will be considered made at the time the Contractor's point of contact as identified in *Appendix D* is notified by the State.
- (g) Ensure compliance with all other employer requirements established in *Minnesota Rules Chapter 7514.0600*.
- (h) Conduct a formal evaluation of the hazardous materials emergency response to an incident within thirty (30) days after termination of the Contractor's Team's response (*Minnesota Rules Chapter 7514.1300*).
- (i) Submit a detailed report of the Team's response to an incident as required by *Minnesota Rules Chapter 7514.0900, subpart 7*; and as required by *Minnesota Rules Chapter 7514.1700, subparts 1 and 3*; and take appropriate measures to identify to the State the responsible person of each incident, including responsible person's social security number or federal tax identification number.
- (j) Designate one (1) primary and one (1) alternate representative to the State's Hazardous Materials Emergency Response Team Program Advisory Committee (*see Appendix F*); require one or both representatives to attend all meetings convened by the Committee; and empower each representative to make recommendations to the Committee on behalf of the Contractor.
- (k) Designate one (1) primary and one (1) alternate representative (*see Appendix F*) and require each representative to train in applying operating guidelines and other administrative procedures established and identified by the State's Hazardous Materials Emergency Response Team Program (*Minnesota Rules Chapter 7514.0700, subpart 2*); and require one or both representatives to instruct other Team members.
- (l) Maintain and store emergency response vehicle(s) and equipment, whether loaned to the Contractor by the State or owned by the Contractor, in proper working order and ready for response at all times, except as may be necessary for the performance of routine or necessary maintenance, repairs, or replacement. Contractor must immediately notify the State whenever Contractor is not available for emergency response as a result of such circumstances.
- (m) Submit claims for recoverable costs to the Commissioner as required by *Minnesota Rules Chapter 7514.1700, subparts 1 and 3*; and take all appropriate measures to identify to the State the responsible person of each incident, including responsible person's social security number or federal tax identification number.
- (n) Maintain the required composition of a Hazardous Materials Emergency Response Team, including the availability for immediate response of three (3) members minimum certified to the levels of hazardous materials technician response and training. The State recommends maintaining a level of five (5) members for immediate response; and the Contractor agrees to obtain approval from the State's Authorized Representative or his designee prior to deploying more than five (5) team members to an incident.
- (o) Respond to incidents and assist local authorities at the scene of a hazardous materials incidents by providing reasonable mitigation; and recommend to the local incident manager the best means of controlling the hazard after consideration of life safety concerns, environmental effects, exposure hazards, quantity and type of hazardous material, availability of resources, or other relevant factors.

- (p) Asses an incident, develop and recommend mitigation strategies, and assist with response operations (*Minnesota Rules Chapter 7514.0900, subpart 4*).

The Contractor shall not subcontract any work, duties or tasks pursuant to this Contract.

3. Representations and Warranties

- 3.1 Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, the State is empowered to engage such assistance as deemed necessary.
- 3.2 Contractor warrants that it is duly qualified and shall perform its obligations under this Contract in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Contract, to the satisfaction of the State.
- 3.3 Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms.

4. Time

The Contractor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

5. Payment

5.1 Consideration. The State will pay for all services performed by the Contractor under this Contract as follows:

- (a) **Compensation.** The State will pay the Contractor up to but not exceeding **Forty Thousand and 00/100 Dollars (\$40,000.00)** for the period commencing November 1, 2022, and ending June 30, 2023, and **Sixty Thousand and 00/100 Dollars (\$60,000.00)** for the period commencing July 1, 2023, and ending June 30, 2024. The Contractor will be paid for expenses for the following costs:
- 1) Capital equipment – Cost of capital equipment including vehicles.
 - 2) Training – Cost of training team personnel (excluding exercise training).
 - 3) Medical examinations – Cost of annual medical examinations for team personnel.
 - 4) Consumable supplies – Cost of consumable supplies.
 - 5) Administration – Cost of program administration.
 - 6) Maintenance – Cost of equipment maintenance.
- (b) Contractor may deviate from its budget corresponding to the six categories identified in Clause 5.1(a), increasing and decreasing amounts between categories as needed with the exception of Category 5, Administration. The State and Contractor mutually agree Administration costs shall not be increased more than 20% without prior written approval from the State's Authorized Representative.
- (c) **Total Obligation.** The total obligation of the State for all compensation to the Contractor corresponding to Clause 5.1(a) shall not exceed **One Hundred Thousand and 00/100 Dollars (\$100,000.00)**.
- (d) **Emergency Response Reimbursement.** In addition to the Compensation identified in Clause 5.1(a) and Clause 5.1(c), the State will reimburse the Contractor for reasonable and necessary expenses corresponding to and directly associated with the following costs incurred during an actual emergency response. Reimbursement costs corresponding to this section shall not exceed **Five Thousand and 00/100 Dollars (\$5,000.00)** for any single response unless authorized by the State's Authorized Representative.

- 1) **Hazmat Team Personnel Costs**
An hourly rate per person, including wages and fringe benefits, for two (2) hours minimum per person, up to five (5) persons [See Clause 2(n) above]. Hourly rates will be determined by and in accordance with the Contractor's collective bargaining agreement(s) corresponding to personnel.
- 2) **Additional Wage Costs for Local Callback Personnel**
An hourly rate per person, including wages and fringe benefits, for two (2) hours minimum per person, up to five (5) persons for HAZMAT team. Hourly rates will be determined by and in accordance with the Contractor's collective bargaining agreement(s) corresponding to personnel.
- 3) **Vehicle Operating Costs**
 - a) Hazardous Materials Response Teams shall be reimbursed up to \$150.00 per hour for operational costs associated with State-supplied Hazardous Materials Emergency Response apparatus.
 - b) Any additional Hazardous Materials Response Team support apparatus shall be reimbursed up to \$100.00 per hour which must be approved prior to use by the State Fire Marshal's State Teams Coordinator or Supervisor.
- 4) **Cost of Consumable Supplies Used**
Cost for consumable supplies used shall not exceed the actual costs incurred; and Contractor must submit an itemized invoice for actual costs to be reimbursed.
- 5) **Costs of Repair or Replacement of Damaged or Destroyed Equipment**
Contractor must submit an itemized invoice for actual costs incurred. If cost is estimated to exceed \$500.00, Contractor shall consult with the State's Authorized Representative to determine if the State will require competitive bids or quotes prior to the repair or replacement of equipment. If the State requires a competitive solicitation, Contractor must comply with the applicable municipal bidding laws.
- 6) **Communication Costs, including Long Distance and Cellular Telephone Charges**
Eligible costs are defined as cellular/mobile and land line telephone costs for voice, data, and facsimile transmissions. Contractor must submit an itemized invoice for actual costs incurred.
- 7) **Administrative Costs Directly Resulting from the Emergency Response**
Up to \$500.00 per incident based on actual costs incurred. Contractor may request additional administrative cost reimbursement based on an itemized invoice for actual costs incurred when extraordinary circumstances resulting from a specific State authorized emergency response are documented.
- 8) **Costs Incurred in the Use of Special Equipment (Minnesota Rules Chapter 7514.1200)**
Costs for this item shall not exceed the actual costs incurred; and Contractor must submit an itemized invoice for actual costs to be reimbursed.
- 9) **Costs Associated with Providing Support to Cleanup Operations (Minnesota Rules Chapter 7514.0900, subpart 5)**
Costs for this item shall not exceed the actual costs incurred; and Contractor must submit an itemized invoice for actual costs to be reimbursed.
- 10) **Costs Associated with Providing Standby Technical Assistance (Minnesota Rules Chapter 7514.1600, subpart 4)**
Costs for this item shall not exceed the actual costs incurred; and Contractor must submit an itemized invoice for actual costs to be reimbursed.
- 11) **Other Direct Costs Incurred by the Contractor as a Result of the Emergency Response**
Costs for this item shall not exceed the actual costs incurred; and Contractor must submit

an itemized invoice for actual costs to be reimbursed.

5.2 Payment.

- (a) **Invoices.** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:
- 1) **Contractor Compensation [Clauses 5.1(a) and 5.1(b)].** Contractor shall submit a completed Contractor Compensation Packet at least once every three months but not more frequently than once per month for reimbursement of costs identified in Clauses 5.1(a) and 5.1(b). Contractor shall submit a final invoice for the period commencing November 1, 2022, and ending June 20, 2023, no later than July 31, 2023. Contractor shall submit a final invoice for the period commencing July 1, 2023, and ending June 30, 2024, no later than July 31, 2024. The State will process properly completed Reimbursement Packets for compensation within thirty (30) days of receipt.
 - 2) **Emergency Response Reimbursement [Clause 5.1(d)].** Contractor shall submit a reimbursement claim form identifying reasonable and necessary expenses incurred during an actual emergency response, such claim form to be submitted to State no later than forty-five (45) days after the end of the response. The claim for reimbursement must be made on forms provided by the State and must provide sufficient detail corresponding to each category identified in Clause 5.1(d). The State will process properly completed claim forms for reimbursement within thirty (30) days of receipt.

6. Authorized Representatives

State's Authorized Representative.

The State's Authorized Representative is the individual below, or his successor, and has the responsibility to monitor the Contractor's performance.

Name: James G. Smith, State Fire Marshal
 Address: Department of Public Safety; State Fire Marshal Division
 445 Minnesota Street, Suite 145
 Saint Paul, MN 55101
 Telephone: 651.201.7402
 Email Address: james.g.smith@state.mn.us

Contractor's Authorized Representative.

The Contractor's Authorized Representative is the individual below, or his successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must notify the State in writing/email within ten (10) business days.

Name: Travis Cole, Fire Chief
 Address: Grand Rapids Fire Department
 104 Southeast 11th Street
 Grand Rapids, MN 55744
 Telephone: 218-326-7639
 Email Address: tcole@ci.grand-rapids.mn.us

7. Exhibits and Appendices

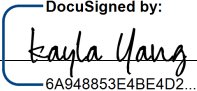
The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

Exhibit A: Contract Terms

- Exhibit B: Insurance Terms and Requirements
- Appendix A: Primary Response Area
- Appendix B: Secondary Response Area
- Appendix C: Normal Geographic Jurisdiction
- Appendix D: Point-of-Contact for Team Dispatching
- Appendix E: Designees of State’s Authorized Representative
- Appendix F: Primary and Alternate Representatives to the HAZMAT Response Team

1. State Encumbrance Verification
Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print name: Kayla Yang

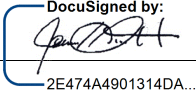
Signature:  6A948853E4BE4D2...

Title: Accounting Officer Date: 10/20/2022

SWIFT PO Number: 3000083255

3. State: Department of Public Safety; State Fire Marshal Division
With delegated authority

Print name: James G. Smith

Signature:  2E474A4901314DA...

Title: State Fire Marshal Date: 10/21/2022

2. Contractor: City of Grand Rapids
The Contractor certifies that the appropriate person has executed this Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

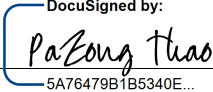
Print name: Dale Christy

Signature:  Dale Christy (Oct 19, 2022 08:39 CDT)

Title: Mayor Date: Oct 19, 2022

4. Commissioner of Administration
As delegated to the Office of State Procurement

Print name: _____

Signature:  5A76479B1B5340E...

Title: _____ Date: 10/21/2022

ADMIN ID _____

Exhibit A: Contract Terms

1. Prompt Payment and Invoicing

Prompt Payment. The State will pay the Contractor pursuant to Minn. Stat. § 16A.124 which requires payment within 30 days following receipt of an undisputed invoice or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read "Net 30 days." The payment will only be made for services actually performed that have been accepted by the State's Authorized Representative, and that meet all terms, conditions, and specifications of the Contract and the solicitation document.

2. Assignment, Amendments, Waiver, and Contract Complete

- 2.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- 2.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 2.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.
- 2.4 Contract Complete. This Contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

3. Termination

- 3.1 Termination for Convenience. The State or Commissioner of Administration may cancel this Contract at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 3.2 Termination for Breach. The State may terminate this Contract, with cause, upon 30 days' written notice to Contractor of the alleged breach and opportunity to cure. If after 30 days, the alleged breach has not been remedied, the State may immediately terminate the Contract.
- 3.3 Termination for Insufficient Funding. The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source, or if funding cannot be continued at a level sufficient to allow for payment of the services addressed within this Contract. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding. This notice will be provided within a reasonable time of the State's receiving notice.

4. Force Majeure

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

5. Indemnification

5.1 In the performance of this Contract, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Contractor, Contractor's reseller, any third party that has a business relationship with the Contractor, or Contractor's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Contract.

5.2 Nothing within this Contract, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

6. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

7. Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by all subcontractors.

8. Data Disclosure

Under Minn. Stat. § 270C.65, subd. 3, and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

9. Government Data Practices

The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the State's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

10. Intellectual Property Rights

10.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

- 10.1.1 "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials,

whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract.

10.1.2 “Pre-Existing Intellectual Property” means intellectual property developed prior to or outside the scope of this Contract, and any derivatives of that intellectual property.

10.1.3 “Works” means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. “Works” includes Documents.

10.2 Ownership. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this Contract*. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.

10.3 Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants the State a perpetual, irrevocable, non-exclusive, royalty free license for Contractor’s Pre-Existing Intellectual Property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Contract.

10.4 Obligations.

10.4.1 Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the State’s Authorized Representative written notice thereof, and must promptly furnish the State’s Authorized Representative with complete information and/or disclosure thereon.

10.4.2 Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.

10.4.3 Indemnification. Notwithstanding any other indemnification obligations addressed within this Contract, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor’s expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor’s or the State’s opinion is likely to arise, the Contractor must, at the State’s discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11. Copyright

The Contractor shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.

12. Contractor's Documents

Any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or "click through" agreement that is allowed by, referenced within or incorporated within the Contract whenever the Contract is used for a State procurement, whether directly by the Contractor or through a Contractor's agent, subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Contract or create an additional financial obligation to the State. Any such agreement or document must not be construed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applicable to this Contract or afforded to the State by Minnesota law. A State employee's decision to choose "accept" or an equivalent option associated with a "click-through" agreement does not constitute the State's concurrence or acceptance of terms, if such terms are in conflict with this section.

13. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six (6) years from the expiration or termination of this Contract.

14. Publicity and Endorsement

14.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

14.2 Endorsement. The Contractor must not claim that the State endorses its products or services.

15. Debarment by State, its Departments, Commissions, Agencies, or Political Subdivisions

Contractor certifies that neither it nor its principals is presently debarred or suspended by the Federal government, the State, or any of the State's departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

16. Contingency Fees Prohibited

Pursuant to Minn. Stat. § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

17. Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053)

If the value of this Contract, including all extensions, is \$50,000 or more, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

18. Non-discrimination (in accordance with Minn. Stat. § 181.59)

The Contractor will comply with the provisions of Minn. Stat. § 181.59.

19. E-Verify Certification (in accordance with Minn. Stat. § 16C.075)

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

20. Affirmative Action Requirements

The State intends to carry out its responsibility for requiring affirmative action by its contractors.

- 20.1 Covered Contracts and Contractors. If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.
- 20.2 General. Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 20.3 Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

- 20.3.1 The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 20.3.2 The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- 20.3.3 In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- 20.3.4 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- 20.3.5 The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 20.4 Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of

compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State.

20.5 Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

21. Equal Pay Certification

If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the State may require Contractor to verify its exempt status.

22. Other Provisions

- 22.1 Primary Response Area. The Contractor's primary response area is described in Appendix A.
- 22.2 Secondary Response Area. The Contractor's secondary response area is described in Appendix B.
- 22.3 Contractor's Geographic Jurisdiction. The Contractor's normal geographic jurisdiction is described in Appendix C.
- 22.4 Point of Contact for Team Dispatching. The Contractor agrees to maintain a single point-of-contact who will be used by the State to dispatch Contractor. The Contractor's single point-of-contact is identified in Appendix D.
- 22.5 Designees of the State's Authorized Representative. Appendix E identifies the designees of the State's Authorized Representative and their delegated authority to act on his behalf.
- 22.6 Contractor's Primary and Alternate Representatives. The Contractor's primary and alternate representatives are identified in Appendix F.
- 22.7 State Owned and Provided Equipment. When applicable, the State agrees to loan or provide the Contractor the equipment required for Contractor to execute its duties, responsibilities and tasks pursuant to this Contract in accordance with the following terms and conditions:
 - 22.7.1 Contractor may use and maintain possession of the equipment (see clause 22.9).
 - 22.7.2 The State will retain title and legal ownership of all loaned, capitalized equipment loaned to the Contractor and will provide for its replacement (see clause 22.9).
 - 22.7.3 The State will administer any manufacturer's warranty claims of state-owned equipment that may result during Contractor's use of the equipment.
 - 22.7.4 The State will, upon request of Contractor, train at least one person designated by Contractor in the proper handling, use and maintenance of the equipment used pursuant to this Contract. The State shall provide the training to Contractor's personnel without cost, other than travel and related expenses which shall be paid by the Contractor. The Contractor will bear the cost of any travel and related expenses incurred the Contractor's employee(s) attending training. The Contractor's team member trained by the State in the proper use, handling and maintenance of the equipment will provide training to Contractor's team members and other appropriate personnel as designated by the Contractor.
 - 22.7.5 The State will, upon request of Contractor, provide Contractor with technical assistance as needed regarding the proper handling, use and maintenance of the equipment.
 - 22.7.6 The Contractor will maintain all necessary inventory control records on the equipment used pursuant to this Contract.
 - 22.7.7 The Contractor will make the equipment available to personnel authorized by the State when required for inventory, inspection or auditing purposes.
 - 22.7.8 The Contractor will keep and maintain the equipment in proper operating condition.
 - 22.7.9 The Contractor will re-supply all disposable, expired and consumable components originally provided by the State, and will supply and other needed disposable and consumable components not provided by State, at Contractor's expense.

- 22.7.10 The Contractor will be responsible for the cost of repairing or replacing equipment that has been lost, or as determined by the State, damaged due to abuse, misuse or other cause outside normal wear and tear, incurred in the routine proper use. The State will determine whether the equipment will be repaired or replaced.
- 22.7.11 The Contractor will be responsible for the cost of routine maintenance and repair according to the manufacturer's recommendations.
- 22.7.12 The Contractor will return capitalized equipment purchased by the State to the State upon termination, expiration, or cancellation of the contract. The Contractor will ship or deliver such items to the State at the Contractor's expense.
- 22.7.13 The Contractor will not permit the equipment to be tampered with or operated by individuals who are not trained in its proper handling and operation.
- 22.7.14 The Contractor agrees to provide secure, climate-controlled storage for all equipment used pursuant to this Contract.
- 22.8 Insurance: Contractor agrees to provide the State a certificate(s) of insurance, or a statement of self-insurance, naming the State as an additional insured under the policy(s) within sixty (60) days after execution of this contract.
- 22.8.1 State Owned Equipment Loaned to Contractor: Contractor agrees to provide "All Risk" property floater insurance, or equivalent self-insurance, which provides replacement cost coverage on all State owned property loaned to Contractor by the State.
- 22.8.2 Contractor may recover the cost of such insurance from the State in accordance with Clause 4, Section 5.1, Item a(5) of this contract.
- 22.8.3 Contractor agrees to provide the State thirty (30) days advanced written notice of cancellation, non-renewal, or reductions in limits or coverage's or other changes to the policy(s).
- 22.9 The parties mutually agree that all capital equipment purchased with State funds remains the sole property of the State of Minnesota.
- 22.10 The parties mutually agree that all necessary and reasonable costs associated with a state-authorized emergency response to a hazardous materials incident incurred by the Contractor and authorized by the State, will be billed by the State to the responsible person, and managed by the State through a separate revolving account for such incidents. Contractor agrees that the State subrogates to the rights of the Contractor against the responsible person as defined in Minnesota Statutes § 299.A.52.

23. Survival of Terms

The following clauses survive the expiration or cancellation of this Contract: Indemnification; State Audits; Government Data Practices; Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure. Any other Contract term that expressly states or by its nature shall survive, shall survive.

Exhibit B: Insurance Terms and Requirements**1. Notice to Contractor**

- 1.1 The Contractor is required, if requested by the State, to submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements prior to commencing work under this Contract.
- 1.2 Contractor shall not commence work under the Contract until it has obtained all the insurance described below. Contractor shall maintain such insurance in force and effect throughout the term of this Contract.
- 1.3 The failure of the Contractor to provide a Certificate of Insurance, if requested by the State, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the State to the Contractor to provide such insurance.
- 1.4 The State reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's Authorized Representative upon written request.

2. Notice to Insurer

- 2.1 The Contractor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.
- 2.2 Insurance certificates, if requested by the State, shall be addressed as follows:
Nolan Pasell, State Fire Marshal Division
Email Address: Nolan.Pasell@state.mn.us

3. Additional Insurance Conditions. The following apply to the Contractor or the Contractor's subcontractor:

- 3.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under this Contract.
- 3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State.
- 3.3 Contractor is responsible for payment of Contract related insurance premiums and deductibles.
- 3.4 If Contractor is self-insured, a Certificate of Self-Insurance shall be submitted to the State prior to beginning work pursuant to this Contract.
- 3.5 Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.
- 3.6 Contractor's insurance companies must either: (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota; or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.
- 3.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

4. Coverages. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

- 4.1 **Commercial General Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

\$2,000,000 – per occurrence
 \$2,000,000 – annual aggregate
 \$2,000,000 – annual aggregate – applying to Products/Completed Operations

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage
 Personal and Advertising Injury
 Blanket Contractual Liability
 Products and Completed Operations Liability

State of Minnesota named as an Additional Insured, to the extent permitted by law

- 4.2 **Commercial Automobile Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

Evidence of the subcontractor's insurance shall be filed with the Contractor.

- 4.3 **Workers' Compensation Insurance.** Statutory Compensation Coverage. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State, including Coverage B, Employer's Liability. Insurance minimum limits are as follows:

\$100,000 – Bodily Injury by Disease per employee
 \$500,000 – Bodily Injury by Disease aggregate
 \$100,000 – Bodily Injury by Accident

The Contractor certifies it is in compliance with Minnesota Statutes § 176.181, subdivision 2, pertaining to workers' compensation insurance coverage.

Pursuant to Minnesota Administrative Rules 7514.2000, Liability and Workers' Compensation Coverage, for the purposes of Minnesota Statutes Chapter 176, and section 3.736, workers' compensation coverage for the Contractor's HAZMAT team members by the State is initiated once a team is activated by the State, for operations authorized by the State, and the team is outside its normal geographic jurisdiction as identified in Appendix C.

- 4.4 **Professional Liability, Errors, and Omissions Insurance.** This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract. Insurance **minimum** limits are as follows:

\$2,000,000 - per claim or event
 \$2,000,000 - annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a

higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

**APPENDIX A
PRIMARY RESPONSE AREA**

The Contractor's primary response area is described as follows:

The entire Minnesota counties of: Hubbard, Cass, Itasca, Aitkin, Crow Wing, Beltrami south of Hwy 1.

**APPENDIX B
SECONDARY RESPONSE AREA**

The Contractor's secondary response area is described as follows:

The entire State of Minnesota.

**APPENDIX C
NORMAL GEOGRAPHIC JURISDICTION**

The Contractor's normal geographic jurisdiction is described as follows:

The corporate limits of the City of Grand Rapids, Minnesota

**APPENDIX D
POINT-OF-CONTACT FOR TEAM DISPATCHING**

The Contractor's single point-of-contact for purposes of State Hazardous Materials Response Team dispatching is:

Itasca County Dispatch Center

24-hour emergency telephone number: 218-326-3478

**APPENDIX E
DESIGNEES OF STATE'S AUTHORIZED REPRESENTATIVE**

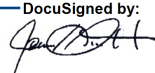
**State's Authorized Representative:
James G. Smith, Fire Marshal**

**Designees of State's Authorized Representative:
John Kreuser, State Emergency Response Teams Coordinator
John Ehret, Fire Service Supervisor
Amanda Swenson, Chief Deputy Fire Marshal**

Authority of Designees:

- Clause 5, Section 5.1(a)** **Authorization to approve Compensation**
- Clause 5, Section 5.1(b)** **Authorization to approve increase of Contractor's budgeted administration costs more than 20%**
- Clause 5, Section 5.1(d)** **Authorization to approve "Emergency Response Reimbursement" claims in excess of \$5,000.00**
- Clause 5, Section 5.2(a)** **Authorization to certify (approve) acceptance on each invoice submitted by Contractor corresponding to Clause 5.1**
- Clause 5, Section 5.2(a)** **Authorization to certify (approve) acceptance on each claims form submitted by Contractor corresponding to Clause 5, Section 5.1(d), Emergency Response Reimbursement**
- Exhibit A, Clause 9** **Authorization to give instructions to the Contractor concerning release of data to a requesting third party prior to the data being released**

The undersigned hereby delegates the authorities listed above to those persons identified as Designees of State's Authorized Representative. These authorities are delegated until revoked in writing.

By: DocuSigned by:  2E474A4901314DA...

Date: 10/21/2022

**James G. Smith
State Fire Marshal**

**APPENDIX F
PRIMARY AND ALTERNATE REPRESENTATIVES
TO THE HAZMAT RESPONSE TEAM**

The Contractor's primary and alternate representatives to the Hazardous Materials Regional Response Team are:

Primary Representative:

Travis Cole

Telephone Numbers: 218-326-7639 (work) 218-360-9702 (mobile)

Email Address: tcole@ci.grand-rapids.mn.us

Alternate Representative:

Chad Troumbly

Telephone Number: 218-256-9753

Email Address: Chad.troumbly@upm.com


SFM-Grand Rapids HAZMAT PT_FY23-FY24


Final Audit Report


2022-10-19


Created:	2022-10-18
By:	Kim Gibeau (kgibeau@ci.grand-rapids.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAG7JRtDfhWRFgPzt8n-ee7IVxquxaUOGE


"SFM-Grand Rapids HAZMAT PT_FY23-FY24" History


 Document created by Kim Gibeau (kgibeau@ci.grand-rapids.mn.us)
2022-10-18 - 8:35:22 PM GMT- IP address: 162.254.65.69

 Document emailed to dchristy@ci.grand-rapids.mn.us for signature
2022-10-18 - 8:38:57 PM GMT

 Email viewed by dchristy@ci.grand-rapids.mn.us
2022-10-19 - 1:38:47 PM GMT- IP address: 205.149.151.22

 Signer dchristy@ci.grand-rapids.mn.us entered name at signing as Dale Christy
2022-10-19 - 1:39:05 PM GMT- IP address: 205.149.151.22

 Document e-signed by Dale Christy (dchristy@ci.grand-rapids.mn.us)
Signature Date: 2022-10-19 - 1:39:06 PM GMT - Time Source: server- IP address: 205.149.151.22

 Agreement completed.
2022-10-19 - 1:39:06 PM GMT



State of Minnesota Contract Amendment 1

SWIFT Contract Number: **220246**

Contract Effective Date:	<u>11/01/2022</u>	Total Contract Amount:	<u>\$100,000.00</u>
Original Contract Expiration Date:	<u>06/30/2024</u>	Original Contract:	<u>\$100,000.00</u>
Current Contract Expiration Date:	<u>06/30/2024</u>	Previous Amendment(s) Total:	<u>\$ 0.00</u>
Requested Contract Expiration Date:	<u>N/A</u>	This Amendment:	<u>\$ 0.00</u>

This Amendment is by and between the **State of Minnesota**, acting through its Commissioner of Public Safety on behalf of the State Fire Marshal division ("State"), and the **City of Grand Rapids**, acting on behalf of its Fire Department ("Contractor"). The State and Contractor may be referred to jointly as "Parties."

Recitals

1. The State has a contract with the Contractor identified as 220246 ("Original Contract") for Contractor to provide hazardous material (HAZMAT) response teams to assist local authorities by providing technical advice to local incident commanders and recommending mitigation actions necessary to protect life, property, and the environment.
2. The State needs to add two provisions to Clause 5.2, Payment.

Accordingly, the Parties agree as follows:

Contract Amendment

In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1. Clause 5.2, **Payment**, is amended as follows:

5.2 Payment.

- (a) **Invoices.** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:
 - 1) **Contractor Compensation [Clauses 5.1(a) and 5.1(b)].** Contractor shall submit a completed Contractor Compensation Packet at least once every three months but not more frequently than once per month for reimbursement of costs identified in Clauses 5.1(a) and 5.1(b). Contractor shall submit a final invoice for the period commencing November 1, 2022, and ending June 20, 2023, no later than July 31, 2023. Contractor shall submit a final invoice for the period commencing July 1, 2023, and ending June 30, 2024, no later than July 31, 2024. The State will process properly completed Reimbursement Packets for compensation within thirty (30) days of receipt.
 - 2) **Emergency Response Reimbursement [Clause 5.1(d)].** Contractor shall submit a reimbursement claim form identifying reasonable and necessary expenses incurred during an actual emergency response, such claim form to be submitted to State no later than forty-five (45) days after the end of the response. The claim for reimbursement must be made on forms provided by the State and must

provide sufficient detail corresponding to each category identified in Clause 5.1(d). The State will process properly completed claim forms for reimbursement within thirty (30) days of receipt.

(b) **Retainage.** Under Minn. Stat. § 16C.08, subd. 2 (10), no more than 90 percent of the amount due under this Contract may be paid until the final product of this Contract has been reviewed by the State. The balance due will be paid when the State determines that the Contractor has satisfactorily fulfilled all the terms of this Contract.

(c) **Conditions of Payment.** All services delivered by the Contractor under this Contract must be performed to the State’s satisfaction and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

1. State Encumbrance Verification
Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

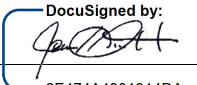
Print name: Kayla Yang

Signature: 

Title: Accounting Officer Date: 1/31/2023

3. State: Department of Public Safety; State Fire Marshal Division
With delegated authority

Print name: James G. Smith

Signature: 

Title: State Fire Marshal Date: 1/31/2023

SWIFT PO Number: 3000083255

2. Contractor: City of Grand Rapids
The Contractor certifies that the appropriate person has executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print name: Dale Christy

Signature: 

Title: Mayor Date:

4. Commissioner of Administration
As delegated to the Office of State Procurement

Print name:

Signature: 

Title: Date: 2/2/2023

78639
ADMIN ID







Grand Rapids HAZMAT Contract

Final Audit Report

2023-01-24

Created:	2023-01-24
By:	Kim Gibeau (kgibeau@ci.grand-rapids.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5hNCK_HNefBOli3ZnbVYpPGOHbaDPjM2

"Grand Rapids HAZMAT Contract" History

-  Document created by Kim Gibeau (kgibeau@ci.grand-rapids.mn.us)
 2023-01-24 - 6:46:08 PM GMT- IP address: 162.254.65.69
-  Document emailed to dchristy@grandrapidsmn.gov for signature
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-  Email viewed by dchristy@grandrapidsmn.gov
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-  Signer dchristy@grandrapidsmn.gov entered name at signing as Dale Christy
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-  Document e-signed by Dale Christy (dchristy@grandrapidsmn.gov)
 Signature Date: 2023-01-24 - 6:57:38 PM GMT - Time Source: server- IP address: 205.149.151.22
-  Agreement completed.
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