



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

## **CITY COUNCIL MEETING AGENDA**

**Monday, January 08, 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, January 8, 2024 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

**CALL OF ROLL:**

**CITY COUNCIL:**

1. Consider accepting the resignation of Dale Christy as Mayor of Grand Rapids

**ORGANIZATIONAL MEETING:**

2. Designate an official newspaper for the City of Grand Rapids for 2024.
3. Designate a Councilmember to serve as Mayor Pro-Tem for 2024
4. Appoint Council representatives to Boards and Commissions
5. Appoint Council representatives to selected agencies
6. Consider approving the official meeting calendar for 2024.
7. Consider appointing the following financial institutions as depository designations for 2024, and delegate the Finance Director or Finance Director's Designee authorization for electronic funds transfers.

**PROCLAMATIONS/PRESENTATIONS:**

8. Fire Captain Pinning Ceremony

**PUBLIC FORUM:**

**COUNCIL REPORTS:**

**APPROVAL OF MINUTES:**

9. Approve Council minutes for Monday, December 18, 2023 Worksession and Regular meetings and accept summary of closed meeting.

**VERIFIED CLAIMS:**

10. Approve the verified claims for the period December 12, 2023 to January 2, 2024 in the total amount of \$1,264,134.08.

CONSENT AGENDA:

11. Consider authorizing the Police Department to enter into contract with service provider Steven E. Breitbarth, M. Div., LMFT.
12. Consider authorizing the Police Department to enter into contract with service provider Jean Kummerow, Ph.D., LP.
13. Consider authorizing the Police Department to sell one (1) city owned Community Service Officer squad through Mid State Auto online auction.
14. Consider approving a Supplemental Letter Agreement with SEH for Miscellaneous Services
15. Consider extending the current Lease Agreement between the City of Grand Rapids and Ray's Sport and Marine.
16. Consider approving the Workers Compensation coverage through the League of Minnesota Cities Insurance Trust
17. Consider adopting a resolution approving an operating transfer from the Capital Projects fund-2023 Infrastructure Bonds, and the Capital Fund PIR to the Capital Projects Fund-Grand Rapids Arts & Culture Projects.
18. Consider approving the 2024-2026 Grand Rapids Police Security contract with Fairview Health Services.
19. Consider approving computer maintenance agreements for 2024 with Harris Computer Systems for \$30,027.46.
20. Consider accepting a proposal for design services related to the Highway 169 South Lighting Project, Phase 2
21. Consider adopting a resolution approving a loan to the Component Unit-Economic Development Authority.
22. Consider approval of Pierringer Release with Hector Ismael Bello Ruiz
23. Approve hiring of PT Seasonal Warming House Attendant
24. Consider accepting the resignation of Seth Jetland from his position as GIS Technician and resignation of Michael LeClaire from his position as GIS Coordinator.
25. Consider approving the final payment for the Grand Rapids Library Façade Repair project in the amount of \$239,808.60 and Balancing Change Order 1.
26. Consider approving changes to Social Media Policy
27. Consider acknowledging notice of intent to amend City Council By-Laws



[28.](#) Consider an agreement with MacRostie Art for assistance with the Arts & Culture Commission

[29.](#) Consider approving change orders for Yanmar Arena Project

SET REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

[30.](#) Consider adopting a resolution approving the conveyance of property to the Grand Rapids Economic Development Authority

[31.](#) Consider the adoption of a resolution approving assignment and assumption of the Contract for Private Development in connection with Lakewood Apartments of Grand Rapids, LLC.

ENGINEERING PUBLIC WORKS:

[32.](#) Consider accepting feasibility report and ordering plans and specifications for CP 2010-1, 3rd Ave/7th St NE Project

[33.](#) Consider approving a Supplemental Letter Agreement with SEH related to CP 2010-1

[34.](#) Consider adopting a resolution approving reimbursement of expenditures for CP 2010-1, 3<sup>rd</sup> Avenue/7<sup>th</sup> Street NE Project.

[35.](#) Consider the purchase of Snow Plow Truck Equipment for the Public Works Department

[36.](#) Consider entering into a purchase agreement with McKeon Roberts

POLICE:

[37.](#) Consider adopting a resolution to accept a \$150 donation to the Grand Rapids Police Reserve Unit from Kona Ice.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR JANUARY 22, 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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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 1-8-24

**AGENDA ITEM:** Consider accepting the resignation of Dale Christy as Mayor of Grand Rapids

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

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### BACKGROUND:

With Mayor Dale Christy's change in employment at ISD 318 to Activities Director, he has recognized that he does not have the time available to effectively serve as the Mayor of Grand Rapids. Attached is his letter of resignation, effective January 2, 2024.

Because there is less than one year remaining on his term as Mayor, the City Council can appoint a person to serve the remainder of the term. To minimize the cost of a special election, I am recommending that you appoint either Tasha Connelly or Dale Adams, who also have less than one year remaining on their term as councilmembers. If you select one of them, you will not have to have a special election to fill their council seat.

Assuming the council appoints either Councilmember Connelly or Adams, I am recommending that you direct city staff to advertise and take applications for the open council seat until January 25, 2024, at 4:30 pm. We would then hold a special council meeting to interview candidates and select a replacement, on Monday, January 29, 2024. The candidates' first council meeting would be on Monday, February 12, 2024.

### REQUESTED COUNCIL ACTION:

Make a motion to: 1) Accept Mayor Christy's letter of resignation effective January 2, 2024; 2) Appoint Councilmember \_\_\_\_\_ to the position of Mayor; 3) Direct city staff to advertise and take applications for the open council seat until Thursday, January 25, 2024, at 4:30 pm; and 4) Establish a special council meeting on Monday, January 29, to interview candidates and select a new council person.

1-3-24

Dear Tom,

I am submitting my resignation as mayor effective today (1/3/24). It will not come as a surprise, but I wanted to formalize it with this letter. As you are aware, I started a new job in July that does not allow me the time to attend to my duties as mayor. The last meeting that I attended was the Truth in Taxation meeting. I didn't feel it was the right time to make a goodbye speech, so I am taking this opportunity to do so. Please share this with the council, department heads, and city staff.

Being a council member and mayor had never been a goal of mine. I didn't run because I had an agenda. Like many people, I was talked into it by people who said I should do it and would be good at it. After much persuading, I decided to run and here I am fifteen years later. The thing I have enjoyed most about being mayor or a council member compared to other "political" positions is I never found it to be political. Every council member I worked with seemed to be doing it to give back to the community. Lately we have had fewer split votes, but in the years when we had many, there was never any animosity. People voted their conscience and if we voted on opposite sides of an issue, we remained colleagues and voted together on other votes. I believe I voted the opposite at least once with every council member I worked with yet maintained good working relationships.

As I look back at the big picture, the city is like every other entity. In my opinion, no matter what the program is that is being run, things are only as good as the people who are running them. Grand Rapids is so fortunate to have had administration, staff, and department heads that are second to none for a city our size. While I have worked most closely with department heads, I know the city employees are exceptional as well and have the best interest of the city and community in mind as they do their part to make Grand Rapids a great place to live. Please thank all of them for me on my behalf.

Grand Rapids is lucky to have so many people who step up to make it a better community. City government leadership is one way to do that but not the only way. We have thousands of people who serve on nonprofit boards, coach, or supervise their children's activities, belong to service clubs, volunteer, etc... In my new position, I am fortunate to be able to lead and facilitate people who are doing just that. I feel I am contributing to the community as much as when I was on the council and am grateful for the opportunity. It is good to have some occasional turnover in elected positions. I know there are many people as qualified or more qualified to do the job than I was. I have no doubt there will be a positive transition. If there is anything I can do to help with the transition or help staff with anything at all down the road, please reach out.

Finally, I thank the voters who trusted me to do what I have been doing for the past fifteen years.

Sincerely,

Dale Christy





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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 8, 2024

**AGENDA ITEM:** Designate an official newspaper for the City of Grand Rapids for 2024.

**PREPARED BY:** Kimberly Gibeau

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### BACKGROUND:

The Herald Review and Scenic Range News have submitted requests to be designated as the Official City Newspaper.

### 331A.04 DESIGNATION OF A NEWSPAPER FOR OFFICIAL PUBLICATIONS.

#### Subdivision 1. **Priority.**

The governing body of a political subdivision, when authorized or required by statute or charter to designate a newspaper for publication of its public notices, shall designate a qualified newspaper in the following priority.

#### Subd. 2. **Known office in locality.**

If there are one or more qualified newspapers, the known office of issue of which are located within the political subdivision, one of them shall be designated.

#### Subd. 3. **Secondary office in locality.**

When no qualified newspaper has a known office of issue located in the political subdivision, but one or more qualified newspapers maintain a secondary office there, one of them shall be designated.

#### Subd. 4. **General circulation in locality.**

When no qualified newspaper has its known office of issue or a secondary office located within the political subdivision, then a qualified newspaper of general circulation there shall be designated.

**Subd. 5. Other situations.**

If a political subdivision is without an official newspaper, or if the publisher refuses to publish a particular public notice, matters required to be published shall be published in a newspaper designated as provided in subdivision 4. The governing body of a political subdivision with territory in two or more counties may, if deemed in the public interest, designate a separate qualified newspaper for each county.

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**Subd. 6. Exception to designation priority.**

(a) Notwithstanding subdivisions 1 to 3, the governing body of a political subdivision may designate any newspaper for publication of its official proceedings and public notices, if the following conditions are met:

(1) the newspaper is a qualified medium of official and legal publication;

(2) the publisher of the newspaper furnishes a sworn statement, verified by a recognized independent circulation auditing agency, covering a period of at least one year ending no earlier than 60 days before designation of the newspaper, stating that the newspaper's circulation reaches not fewer than 75 percent of the households within the political subdivision;

(3) the newspaper has provided regular coverage of the proceedings of the governing body of the political subdivision and will continue to do so; and

(4) the governing body votes unanimously to designate the newspaper.

(b) If the circulation of a newspaper designated under this subdivision falls below 75 percent of the households within the political subdivision at any time within the term of its designation as official newspaper, its qualification to publish public notices for the political subdivision terminates.

I have attached both requests for designation.

**REQUESTED COUNCIL ACTION:**

Make a motion to designate either the Herald Review or Scenic Range News as the official newspaper for the City of Grand Rapids.



Statement of Ownership, Management, and Circulation Item 2.

(All Periodicals Publications Except Requester Publications)

1. Publication Title <b>Grand Rapids Herald Review</b>	2. Publication Number 2 2 5 _ 7 2 0	3. Filing Date <b>09/29/2023</b>
4. Issue Frequency <b>Twice Weekly</b>	5. Number of Issues Published Annually <b>104</b>	6. Annual Subscription Price <b>103.44</b>
7. Complete Mailing Address of Known Office of Publication (Not printer) (Street, city, county, state, and ZIP+4®) <b>P.O. Box 220, Grand Rapids, MN 55744</b>		Contact Person <b>Brett Holum</b>
		Telephone (Include area code) <b>218-326-6623</b>

8. Complete Mailing Address of Headquarters or General Business Office of Publisher (Not printer)

**P.O. Box 220, Grand Rapids, MN 55744**

9. Full Names and Complete Mailing Addresses of Publisher, Editor, and Managing Editor (Do not leave blank)

Publisher (Name and complete mailing address)

**Brett Holum, P.O. Box 220, Grand Rapids, MN 55744**

Editor (Name and complete mailing address)

**Rebekah Sutherland, P.O. Box 220, Grand Rapids, MN 55744**

Managing Editor (Name and complete mailing address)

10. Owner (Do not leave blank. If the publication is owned by a corporation, give the name and address of the corporation immediately followed by the names and addresses of all stockholders owning or holding 1 percent or more of the total amount of stock. If not owned by a corporation, give the names and addresses of the individual owners. If owned by a partnership or other unincorporated firm, give its name and address as well as those of each individual owner. If the publication is published by a nonprofit organization, give its name and address.)

Full Name	Complete Mailing Address
<b>Adams Publishing Group, LLC</b>	<b>29088 Airpark Drive, Easton, MD 21061</b>

11. Known Bondholders, Mortgagees, and Other Security Holders Owning or Holding 1 Percent or More of Total Amount of Bonds, Mortgages, or Other Securities. If none, check box ☒ None

Full Name	Complete Mailing Address
<b>ALTER DOMUS (US) LLC</b>	<b>225 West Washington St, Chicago, IL 60606</b>

12. Tax Status (For completion by nonprofit organizations authorized to mail at nonprofit rates) (Check one)

The purpose, function, and nonprofit status of this organization and the exempt status for federal income tax purposes:

☐ Has Not Changed During Preceding 12 Months☐ Has Changed During Preceding 12 Months (Publisher must submit explanation of change with this statement)

13. Publication Title  
Grand Rapids Herald Review

14. Issue Date for Circulation Data Below

09/17/2023

15. Extent and Nature of Circulation

		Average No. Copies Each Issue During Preceding 12 Months	No. Copies of Single Issue Published Nearest to Filing Date
a. Total Number of Copies ( <i>Net press run</i> )		4335	4249
b. Paid Circulation ( <i>By Mail and Outside the Mail</i> )	(1) Mailed Outside-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)	197	231
	(2) Mailed In-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)	132	2508
	(3) Paid Distribution Outside the Mails Including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS®	3275	1012
	(4) Paid Distribution by Other Classes of Mail Through the USPS (e.g., First-Class Mail®)	0	0
c. Total Paid Distribution [Sum of 15b (1), (2), (3), and (4)]		3604	3751
d. Free or Nominal Rate Distribution ( <i>By Mail and Outside the Mail</i> )	(1) Free or Nominal Rate Outside-County Copies included on PS Form 3541	15	15
	(2) Free or Nominal Rate In-County Copies Included on PS Form 3541	5	57
	(3) Free or Nominal Rate Copies Mailed at Other Classes Through the USPS (e.g., First-Class Mail)	0	0
	(4) Free or Nominal Rate Distribution Outside the Mail ( <i>Carriers or other means</i> )	137	0
e. Total Free or Nominal Rate Distribution (Sum of 15d (1), (2), (3) and (4))		157	72
f. Total Distribution (Sum of 15c and 15e)		3761	3823
g. Copies not Distributed (See Instructions to Publishers #4 (page #3))		574	426
h. Total (Sum of 15f and g)		4335	4249
i. Percent Paid (15c divided by 15f times 100)		95.83	98.12

\* If you are claiming electronic copies, go to line 16 on page 3. If you are not claiming electronic copies, skip to line 17 on page 3.



UNITED STATES  
POSTAL SERVICE®

Statement of Ownership, Management, and Circulation  
(All Periodicals Publications Except Requester Publications)

Item 2.

16. Electronic Copy Circulation

	Average No. Copies Each Issue During Preceding 12 Months	No. Copies of Single Issue Published Nearest to Filing Date
a. Paid Electronic Copies	314	267
b. Total Paid Print Copies (Line 15c) + Paid Electronic Copies (Line 16a)	3918	4018
c. Total Print Distribution (Line 15f) + Paid Electronic Copies (Line 16a)	4075	4090
d. Percent Paid (Both Print & Electronic Copies) (16b divided by 16c × 100)	96.15	98.24

☒ I certify that 50% of all my distributed copies (electronic and print) are paid above a nominal price.

17. Publication of Statement of Ownership

☒ If the publication is a general publication, publication of this statement is required. Will be printed

☐ Publication not required.

in the 10-01-2023 issue of this publication.

18. Signature and Title of Editor, Publisher, Business Manager, or Owner

Date

General Manager

9/25/2023

I certify that all information furnished on this form is true and complete. I understand that anyone who furnishes false or misleading information on this form or who omits material or information requested on the form may be subject to criminal sanctions (including fines and imprisonment) and/or civil sanctions (including civil penalties).



## Instructions to Publishers

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1. Complete and file one copy of this form with your postmaster annually on or before October 1. Keep a copy of the completed form for your records.
2. In cases where the stockholder or security holder is a trustee in items 10 or 11, include the name of the person or corporation for whom the trustee is acting. Also include in item 10 the names and addresses of all stockholders owning or holding one (1) percent or more of the total amount of stock. If not owned by a corporation, give the name and address of each individual owner. If owned by a partnership or other unincorporated firm, give its name and address as well as the name and address of each individual owner. If the publication is published by a nonprofit organization, give its name and address and complete item 12. In item 11, include all bondholders, mortgagees, and other security holders owning or holding one (1) percent or more of the total amount of bonds, mortgages, or other securities. If none, check the box. Use blank sheets if more space is required.
3. Be sure to furnish all circulation information called for in item 15. Free Non-Requested circulation must be shown in item 15d.
4. Item 15g, Copies not Distributed, must include (1) newsstand copies returned to the publisher, (2) estimated returns from news agents, and (3), copies for office use, leftovers, spoiled, and all other copies not distributed.
5. If the publication had Periodicals authorization as a general publication, this Statement of Ownership, Management, and Circulation must be published, i.e., it must be printed in an issue that's primary mailed distribution is produced not later than October 10 for publications issued more frequently than weekly; or not later than October 31 for publications issued weekly or less frequently but more frequently than monthly; or in the first issue that's primary mailed distribution is produced after October 1 for all other publications.
6. In item 16, check the box if electronic copies are being included in your total distribution and complete line items 16a through d.
7. In item 17, report the date of the issue in which this Statement of Ownership will be published, if applicable.
8. Item 17 must be signed.

***Failure to file or publish a statement of ownership may  
lead to suspension of periodicals authorization.***

GrandRapidsMN.com

# HeraldReview

21 NE 5<sup>th</sup> Street, Suite 101, PO Box 220, Grand Rapids, MN 55744  
Phone 218.326.6623 Fax 218.326.6627

December 1st, 2023

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

We ask to be named the official newspaper for the City of Grand Rapids. We look forward to continuing our work with Itasca County to keep your citizens informed. We offer to print the proceedings of your board, statements and all legal notices requiring publication during the year 2024. Please see attachment for 2024 rates.

All proceedings of your board, statements and legal notices will be posted online. Display and Classified notices will also be in the Grand Rapids Manney's Shopper at no extra charge as well as on our website grandrapidsmn.com. Our website had over 1.7 million views in the past 12 months and over 12,000 unique visitors each week.

In our proposal, we are including the legal newspaper status for 2024 approved by the Minnesota Secretary of State. We will also include the Statement of Ownership, Management and Circulation on file with the United States Postal Service, which shows proof of guaranteed distribution of the Grand Rapids Herald Review.

We confirm that the Grand Rapids Herald Review meets the "Qualified Newspaper" standards as described by the League of Minnesota Cities.

Thank you for giving us the opportunity to serve your community. We also look forward to your input in the coming year to provide your community with complete and accurate information on a timely basis. If there is any way we can be of further service to you, please let us know.

Sincerely,



**Brett Holum**  
**General Manager/Publisher**  
218-313-3214  
bholum@grandrapidsheraldreview.net

GrandRapidsMN.com

# HeraldReview

21 NE 5<sup>th</sup> Street, Suite 101, PO Box 220, Grand Rapids, MN 55744  
Phone 218.326.6623 Fax 218.326.6627

December 1st, 2023

**2024 Legal Display rates:**

First run.....\$12.19 per column inch (\$7.47 per square inch) includes publication in the Grand Rapids Herald Review and Grand Rapids Manney's Shopper plus online posting with grandrapidsmn.com, with an average of over 350,000 page views per month.

Additional runs \$10.92 per column inch (\$6.77 per square inch)

Sincerely,



**Brett Holum**  
General Manager/Publisher

Grand Rapids

Kim Johnson-Gibeau  
420 N Pokegama Ave  
Grand Rapids, MN 55744

12/15/2023

Dear Clerk Johnson-Gibeau;

It has been an honor to serve as your legal newspaper in the past and we hope to continue the relationship.

Please accept this bid for consideration of the Scenic Range NewsForum to be the legal publication of record for Grand Rapids. The below rates will be honored for all legal proceedings effective issue dated January 4, 2024.

The 2024 rate will be the same as 2023. The first run will be billed at \$7 per column inch and each subsequent run will be \$5 per column inch.

The rate for display advertising is \$5.00 per column inch for black ink and \$7.00 per column inch for full color advertising.

The Scenic Range offers much more than a newspaper. We also offer a full printshop and mail service for newsletters and other marketing-type programs.

It would be an honor to continue serving as the legal publication in our community.

Kim, I know you have felt we do not qualify as the legal publication in Grand Rapids in the past, but with the changes going on at the Herald I want to make sure we are considered. I am prepared to meet and exceed potential challenges you may have with our circulation. Please consider the Scenic Range this year and present it to the council. We meet the qualifications to serve as your legal newspaper.

Respectfully,

Tony Fragnito  
Publisher



CITY OF  
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 IT'S IN MINNESOTA'S NATURE

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 8, 2024

**AGENDA ITEM:** Appoint Council representatives to Boards and Commissions

**PREPARED BY:** Kimberly Gibeau

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### BACKGROUND:

The City has Boards & Commissions that require Mayor appointments and Council appointments.

Appendix D: Mayoral Board/Commission appointment and Council approved process.

- Greenway Park & Rec Joint Board – Appoint 1
- Civic Center Board – Appoint 1
- GREDA – Appoint 2

Appendix C: Mayor & Council Board/Commission appointment process.

- PUC – Appoint 1
- Cable Commission – Appoint 1 and an alternate
- Human Rights Commission – Appoint 1

### **NOTE: Current appointments made in 2023:**

Greenway Park & Rec Joint Board:	Councilor Sutherland
Civic Center Board:	Councilor Sutherland
GREDA:	Councilors Sutherland and Connelly
PUC:	Councilor Adams
Cable Commission:	Councilor MacGregor and Councilor Adams (Alternate)
Human Rights Commission:	Councilor Connelly

### REQUESTED COUNCIL ACTION:

Make a motion to appoint Council representatives to City Boards & Commissions for 2024 calendar year.



## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 8, 2024

**AGENDA ITEM:** Appoint Council representatives to selected agencies

**PREPARED BY:** Kimberly Gibeau

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### BACKGROUND:

The Council long standing relationships with a number of organizations and appoints representatives to facilitate the City's interest in many different policy arenas.

<u>AGENCY</u>	<u># of Representatives</u>
Range Area Municipalities and Schools	1 + alternate
Western Mesabi Mine Pit Board	2
City/County Co-Op	2
Joint Gas Board	1
Fire Relief Association	1 + a City Staff member
Coalition of Greater MN Cities	1
League of Minnesota Cities	1
Arrowhead Regional Development Commission	1
Range Mayor's Association	1

### **NOTE: Current appointments made in 2023:**

RAMS Board:	Councilor Adams & Mayor Christy (Alternate)
WMMPB:	Councilors MacGregor & Sutherland
City/County Co-Op:	Mayor Christy & Councilor MacGregor
Joint Gas Board:	Mayor Christy & Councilor Adams
Fire Relief Association:	Mayor Christy & Finance Director Barb Baird
CGMC:	Councilor MacGregor
LMC:	Councilor Connelly
ARDC:	Councilor Adams
Range Mayor's Association:	Mayor Christy

### REQUESTED COUNCIL ACTION:

Make a motion to appoint Council representatives and staff to select agencies for 2024 calendar year.





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# 2024

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

- Golf Course Board - 7:30 am
- Cable TV Comm. - Noon
- Public Util. Comm.
- Fire Relief Assn.
- Library Board - 5 pm
- Arts & Culture Comm. - 3:45 pm
- Economic Devl. Authority - 4 pm
- Planning Comm. - 4 pm
- City Council Mtg - 5 pm
- Police Advisory Board - 4 pm
- Fire Dept. Bus. Mtg. - 7 pm
- Human Rights Comm. - 4:00 pm
- Payroll
- Holiday
- Civic Center Adv. Board - 6 pm
- Work Session Public Utilities
- Flex Benefits Deadline



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 8, 2024

**AGENDA ITEM:** Consider appointing the following financial institutions as depository designations for 2024, and delegate the Finance Director or Finance Director's Designee authorization for electronic funds transfers.

**PREPARED BY:** Barb Baird

---

### BACKGROUND:

We are recommending the City of Grand Rapids designate the following institutions as depositories for 2024:

- Deerwood Bank
- First National Bank of Coleraine
- Grand Rapids State Bank
- Park State Bank
- RBC Wealth Management
- Wells Fargo Bank of Minnesota
- Woodland Bank

### REQUESTED COUNCIL ACTION:

Make a motion to appoint the following financial institutions as depository designations for 2024: Deerwood Bank, First National Bank of Coleraine, Grand Rapids State Bank, Park State Bank, RBC Wealth Management, Wells Fargo Bank of Minnesota, Woodland Bank and delegate the Director of Finance or Director of Finance's designee authorization for electronic funds transfer.





CITY OF  
**GRAND RAPIDS**  
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## **CITY COUNCIL CLOSED MEETING MINUTES**

**Monday, December 18, 2023**

**4:00 PM**

Mayor Pro-Tem Adams called the meeting to order at 4:01 PM and stated the reason for the scheduling of a closed meeting.

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

STAFF: Chad Sterle, Kimberly Gibeau, Rob Mattei, Dan Swenson

### **BUSINESS:**

1. Conduct discussions relative to the possible sale of real property (Property ID: 91-415-3630 and 91-410-0610) pursuant to Minnesota Statute 13D.05, Subd. 3(c)

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

Council conducted discussion relative to possible sale of real property.

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

The meeting adjourned at 4:18 PM.

Respectfully submitted:

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



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

**CITY COUNCIL WORKSESSION MINUTES**

**Monday, December 18, 2023**

**4:30 PM**

Mayor Pro-Tem Adams called the meeting to order at 4:32 PM.

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

STAFF: Chad Sterle, Rob Mattei

**BUSINESS:**

1. Discuss the recapitalization of the GREDA Capital Projects Fund

Mr. Mattei, accompanied by Sholom Blake, GREDA President, provided information relative to capital projects for the Grand Rapids Economic Development Authority.

**REVIEW OF REGULAR AGENDA:**

Upon review, item #23 is moved from the Regular agenda to Consent as item #22a. No other changes or additions are noted.

There being no further business, the meeting adjourned at 4:55 PM.

Respectfully submitted:

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



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

## **CITY COUNCIL MEETING MINUTES**

**Monday, December 18, 2023**

**5:00 PM**

Mayor Pro-Tem Adams called the meeting to order at 5:01 PM.

**PRESENT:** Councilor Dale Adams, Councilor Tasha Connelly, Councilor Tom Sutherland. **ABSENT:** Mayor Dale Christy, Councilor Molly MacGregor

**STAFF:** Chad Sterle, Laura Pfeifer, Chery Pierzina, Rob Mattei

### **PROCLAMATIONS/PRESENTATIONS:**

#### **1. Mayor's Art Award Presentation**

Mayor Pro-Tem Adams presented the Mayor's Arts Award to Jennifer Gorman for Night Maker's Market.

### **PUBLIC FORUM:**

No one from the public was present and wished to speak.

### **COUNCIL REPORTS:**

Councilor Sutherland provided update on Civic Center Board, activities at the arena and the lack of outdoor skating rinks due to the weather.

### **APPROVAL OF MINUTES:**

#### **2. Approve Council minutes for Monday, December 4, 2023 Worksession and Regular meetings.**

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

### **VERIFIED CLAIMS:**

#### **3. Approve the verified claims for the period November 28, 2023 to December 11, 2023 in the total amount of \$2,784,560.96.**

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

## ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

4. Reviewed and acknowledged minutes for the following:

November 7, 2023 Arts & Culture Commission meeting  
 November 8, 2023 Library Board meeting  
 November 21, 2023 Golf Board meeting

## CONSENT AGENDA:

5. Consider approving final payment for CP 2022-1, Highway 2 Lighting Project in the amount of \$118, 151.12 and Balancing Change Order 2.

6. Consider amending Chapter 30, Article 149 Stormwater Protection Ordinance

### **Adopted Ordinance 23-12-06**

7. Consider entering into Advertising Agreements with businesses at Yanmar Arena.

8. Consider adopting a resolution to authorize an operating transfer from the Capital Project Fund-2022 Infrastructure/ARPA Fund to the Capital Project Fund-Municipal State Aid Maintenance Fund.

### **Adopted Resolution 23-89**

9. Consider adopting a resolution approving updated City-wide fee schedule

### **Adopted Resolution 23-90**

10. Consider adopting a Resolution Establishing 2024 Compensation for City of Grand Rapids Exempt & Non-Exempt Non-Represented Employees.

### **Adopted Resolution 23-91**

11. Consider adopting a resolution authorizing the City to make application to the Minnesota Dept. of Iron Range Resources and Rehabilitation Development Partnership grant program for the Downtown Organization Project.

### **Adopted Resolution 23-92**

12. Consider approving temporary liquor licenses for Itasca Curling Association for January, February and March events.

13. Consider adopting a resolution authorizing an application to the Minnesota Department of Iron Range Resources Housing Grant Program.

### **Adopted Resolution 23-93**

14. Consider sale of Pokegama Golf Course Carts

15. Approve 2024 Taxi license for Rapid Taxi, contingent upon receipt of required documentation and fees.

16. Approve 2024 Theatre License for Mann Theatres Inc.
17. Consider approving temporary liquor licenses for MacRostie Art Center events
18. Consider adopting the Earned Sick and Safe Time Policy
19. Consider authorizing Staff to solicit quotations for replacing overhead door at Yanmar Arena
20. Consider approving final payment in the amount of \$37,425.35 for the Dasher Board Contract on the Civic Center Project
21. Consider approving final payment in the amount of \$193,467.00 for Work Scope 1 on the Civic Center Project
22. Consider renewing the Consulting Services Contract with Madden Galanter Hansen, LLP, Attorneys at Law, for labor relations.
- 22a. Consider approving resolutions adopting the 2023 Tax Levy Payable 2024, 2024 General Fund Budgets, 2024 Special Revenue Budgets and 2024 Enterprise Budgets.  
**Adopted Resolutions 23-94, 23-95, 23-96, 23-97, 23-98, 23-99, 23-100, 23-101, 23-102, 23-103, 23-104, 23-105, 23-106**

Motion made by Councilor Connelly, Second by Councilor Sutherland to approve the Consent agenda with the addition of item #22a, adopting resolutions relative to 2023 Tax Levy. Voting Yea: Councilor Adams, Councilor Sutherland, Councilor Connelly

#### SET REGULAR AGENDA:

Motion made by Councilor Sutherland, Second by Councilor Connelly to approve the regular agenda as amended. Voting Yea: Councilor Adams, Councilor Connelly, Councilor Sutherland

#### FINANCE:

23. Consider approving resolutions adopting the 2023 Tax Levy Payable 2024, 2024 General Fund Budgets, 2024 Special Revenue Budgets and 2024 Enterprise Budgets.

**Moved to Consent agenda as item #22a.**

#### CITY COUNCIL:

24. Consider appointing applicants to Boards & Commissions

Council discussion is followed by recommended appointments to Boards and Commissions as follows:

#### Arts & Culture Commission:

1. Derek Fox - term expiration 12/31/26
2. Jennifer Gorman - term expiration 12/31/26

3. Myrna Peterson - term expiration 12/31/26
4. Sara Slaubaugh - fill unexpired term through 12/31/25

Library Board:

1. Ellen Teigland - 3 year term through 12/31/26 (Resident)
2. Beau Casteel - 3 year term through 12/31/26 (Resident)
3. Elias Blocker - 3 year term through 12/31/26 (non-Resident)

Police Community Advisory Board:

1. Stephen Connolly - 3 year term through 12/31/26 (non-Resident)
2. Pam Dowell - 3 year term through 12/31/26 (Resident)
3. Dan Butterfield - 3 year term through 12/31/26 (non-Resident)
4. Jessica Malmquist - fill unexpired term through 12/31/24 (non-Resident)

Motion made by Councilor Connelly, Second by Councilor Sutherland to approve appointments to Boards & Commissions as recommended. Voting Yea: Councilor Adams, Councilor Connelly, Councilor Sutherland

There being no further business, the meeting adjourned at 5:13 PM.

Respectfully submitted:

  
Kimberly Gibeau, City Clerk

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/08/2024

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
CITY WIDE		
0200023	BMC SOFTWARE INC	5,119.42
0309805	CIVICPLUS, LLC	2,995.00
0715808	GOVCONNECTION INC	1,844.88
0718060	GRAND RAPIDS HERALD REVIEW	465.55
0801661	HARRIS	30,027.46
1115550	KOOTASCA COMMUNITY ACTION INC	1,037.45
1500600	OPG-3 INC	6,150.00
2018225	TREASURE BAY PRINTING	17.00
TOTAL CITY WIDE		47,656.76
ADMINISTRATION		
0718060	GRAND RAPIDS HERALD REVIEW	107.35
1215630	LOREN SOLBERG CONSULTING, LLC	1,600.00
TOTAL ADMINISTRATION		1,707.35
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM SERVICES	104.72
0315455	COLE HARDWARE INC	81.46
0701650	GARTNER REFRIGERATION CO	2,822.72
1309495	MINUTEMAN PRESS	71.75
1901535	SANDSTROM'S INC	208.06
2018680	TRU NORTH ELECTRIC LLC	150.00
TOTAL BUILDING SAFETY DIVISION		3,438.71
COMMUNITY DEVELOPMENT		
0401804	DAVIS OIL INC	62.99
TOTAL COMMUNITY DEVELOPMENT		62.99
COUNCIL/COMMISSION/BOARDS		
0315105	COALITION OF GREATER MN CITIES	20,230.00
TOTAL COUNCIL/COMMISSION/BOARDS		20,230.00
FINANCE		
0914540	INNOVATIVE OFFICE SOLUTIONS LL	16.05
TOTAL FINANCE		16.05

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 01/08/2024

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
FIRE		
0118100	ARAMARK UNIFORM SERVICES	31.68
0401804	DAVIS OIL INC	108.27
0701650	GARTNER REFRIGERATION CO	3,168.00
1105445	DR MICHAEL KELLER, PHD	650.00
1301014	MACQUEEN EMERGENCY GROUP	513.81
1309336	MN STATE FIRE DEPT ASSOCIATION	450.00
1321527	MUNICIPAL EMERGENCY SERVICES	16,644.46
1415484	NORTHERN LIGHTS TRUCK	1,522.46
1621115	PSHRA	499.50
TOTAL FIRE		23,588.18
INFORMATION TECHNOLOGY		
1114550	KNOWBE4, INC	3,397.77
TOTAL INFORMATION TECHNOLOGY		3,397.77
PUBLIC WORKS		
0113240	AMERICAN PUBLIC WORKS ASSOC	477.50
0121721	AUTO VALUE - GRAND RAPIDS	103.22
0221650	BURGGRAF'S ACE HARDWARE	24.79
0301685	CARQUEST AUTO PARTS	86.46
0315455	COLE HARDWARE INC	282.01
0315481	CAR, INC	2,125.00
0315501	COMPASS MINERALS AMERICA, INC.	4,675.50
0318225	CRESCENT ELECTRIC SUPPLY CO	1,116.96
0401420	DAKOTA FLUID POWER, INC	390.56
0601690	FASTENAL COMPANY	1,226.96
0801836	HAWKINSON SAND & GRAVEL	1,135.33
1120275	K-TECH SPECIALTY COATINGS, LLC	9,272.55
1200500	L&M SUPPLY	376.53
1209735	LITTLE FALLS MACHINE INC	905.40
1309332	MN STATE RETIREMENT SYSTEM	1,286.10
1315690	MORTON SALT	10,987.01
1421700	NUSS TRUCK GROUP INC	78.58
1621125	PUBLIC UTILITIES COMMISSION	4,000.00
1900225	SEH	575.40
1911545	SKOGLUND ELECTRIC LLC	592.00
1915248	SHI INTERNATIONAL CORP	412.00
2018560	TROUT ENTERPRISES INC	825.00
2209421	VIKING ELECTRIC SUPPLY INC	277.66
2501525	YANMAR COMPACT EQUIPMENT NORTH	291.51
TOTAL PUBLIC WORKS		41,524.03



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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/08/2024

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
FLEET MAINTENANCE		
0121721	AUTO VALUE - GRAND RAPIDS	28.99
0301685	CARQUEST AUTO PARTS	322.90
0315455	COLE HARDWARE INC	13.33
0904227	IDENTIFIX INC	1,428.00
0914200	INDUSTRIAL LUBRICANT COMPANY	204.60
1301720	MATCO TOOLS	175.61
TOTAL FLEET MAINTENANCE		2,173.43
POLICE		
0103325	ACHESON TIRE INC	689.44
0401495	DAMA METAL PRODUCTS INC	402.50
0409501	JOHN P. DIMICH	4,583.37
0715808	GOVCONNECTION INC	72.92
0805150	JANELL HECIMOVICH	140.00
1105445	DR MICHAEL KELLER, PHD	1,300.00
1205090	LEAGUE OF MINNESOTA CITIES	1,800.00
1309149	MN CHIEFS OF POLICE ASSOC	901.00
1309332	MN STATE RETIREMENT SYSTEM	2,100.11
141560	NELAC - TREASURER VERN MANNER	75.00
1618125	PRAXAIR DISTRIBUTION INC	96.05
1920233	STREICHER'S INC	132.98
1920555	STOKES PRINTING & OFFICE	22.99
T001501	HECTOR ISMAEL BELLO RUIZ	200.00
TOTAL POLICE		12,516.36
RECREATION		
0221650	BURGGRAF'S ACE HARDWARE	302.01
0315455	COLE HARDWARE INC	59.76
1901535	SANDSTROM'S INC	1,535.57
1920555	STOKES PRINTING & OFFICE	59.90
TOTAL RECREATION		1,957.24
CENTRAL SCHOOL		
0118100	ARAMARK UNIFORM SERVICES	64.09
0218745	ASHLEY BRUBAKER	243.27
0701650	GARTNER REFRIGERATION CO	4,124.00
0718010	CITY OF GRAND RAPIDS	4,500.00
1401650	NARDINI FIRE EQUIPMENT CO INC	458.00
TOTAL		9,389.36

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/08/2024

VENDOR #	NAME	AMOUNT DUE
-----		
AIRPORT		
0301685	CARQUEST AUTO PARTS	179.73
0701650	GARTNER REFRIGERATION CO	261.45
0801836	HAWKINSON SAND & GRAVEL	243.14
TOTAL		684.32
CIVIC CENTER		
GENERAL ADMINISTRATION		
0118230	ARENA WAREHOUSE, LLC	288.46
0221650	BURGGRAF'S ACE HARDWARE	39.29
0415550	DOOR SERVICE INC	750.00
0701650	GARTNER REFRIGERATION CO	2,268.99
0715808	GOVCONNECTION INC	355.50
0805640	HERC-U-LIFT INC	1,945.00
1200500	L&M SUPPLY	11.82
2209421	VIKING ELECTRIC SUPPLY INC	339.60
TOTAL GENERAL ADMINISTRATION		5,998.66
DOMESTIC ANIMAL CONTROL FAC		
0118100	ARAMARK UNIFORM SERVICES	30.00
0221650	BURGGRAF'S ACE HARDWARE	33.97
0701650	GARTNER REFRIGERATION CO	392.00
TOTAL		455.97
GENERAL CAPITAL IMPRV PROJECTS		
2500050	ITASCA COUNTY FAMILY YMCA INC	35,590.00
TOTAL		35,590.00
2022-1 HIGHWAY 2 LIGHTING		
1900225	SEH	12,612.44
TOTAL 2022-1 HIGHWAY 2 LIGHTING		12,612.44
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-FINANCE		
1621125	PUBLIC UTILITIES COMMISSION	31,535.44

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/08/2024

VENDOR #	NAME	AMOUNT DUE
-----		
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-FINANCE		
	TOTAL CAPITAL OUTLAY-FINANCE	31,535.44
CAPITAL OUTLAY-FIRE DEPT		
1301213	MARTIN'S SNOWPLOW & EQUIP	3,965.00
	TOTAL CAPITAL OUTLAY-FIRE DEPT	3,965.00
CAPITAL OUTLAY-PUBLIC WORKS		
0301685	CARQUEST AUTO PARTS	16.99
1315730	MOTOROLA INC	9,097.92
	TOTAL CAPITAL OUTLAY-PUBLIC WORKS	9,114.91
CAPITAL OUTLAY-POLICE		
0421480	DTM FLEET SERVICE LLC	47,388.46
	TOTAL CAPITAL OUTLAY-POLICE	47,388.46
AIRPORT CAPITAL IMPRV PROJECTS		
AP 2023-4 HANGAR UTILITIES		
1621125	PUBLIC UTILITIES COMMISSION	2,254.14
1900225	SEH	4,854.60
	TOTAL AP 2023-4 HANGAR UTILITIES	7,108.74
2021 INFRASTRUCTURE BONDS		
CP2020/FD-1 NEW FIRE HALL		
2015725	TOTAL TOOL SUPPLY, INC	11,417.44
	TOTAL CP2020/FD-1 NEW FIRE HALL	11,417.44
2023-5 LIBRARY FACADE RPR PJT		
0221300	BUILDING RESTORATION CORP	239,808.60
	TOTAL 2023-5 LIBRARY FACADE RPR PJT	239,808.60
CIVIC CENTER CAPITAL IMP PJT		
IRA CIVIC CENTER RENOVATION		

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/08/2024

VENDOR #	NAME	AMOUNT DUE
CIVIC CENTER CAPITAL IMP PJT		
IRA CIVIC CENTER RENOVATION		
0118230	ARENA WAREHOUSE, LLC	911.00
0221650	BURGGRAF'S ACE HARDWARE	86.03
0503422	ECK DESIGN LLC	750.00
0601690	FASTENAL COMPANY	196.00
0701650	GARTNER REFRIGERATION CO	13,067.00
1201406	LAKE COUNTRY FURNITURE INC	1,359.96
1618570	PRO-MAX MACHINE, LLC	3,925.00
1801613	RAPIDS PRINTING	491.00
1901535	SANDSTROM'S INC	8.58
2112400	ULINE, INC	100.53
TOTAL IRA CIVIC CENTER RENOVATION		20,895.10
2022 INFRASTRUCTURE/ARPA		
FOREST LK UTILITY EXTENSIONS		
1621125	PUBLIC UTILITIES COMMISSION	6,097.96
1900225	SEH	7,066.04
TOTAL FOREST LK UTILITY EXTENSIONS		13,164.00
21ST STREET IMPROVEMENTS		
1621125	PUBLIC UTILITIES COMMISSION	13,110.89
TOTAL 21ST STREET IMPROVEMENTS		13,110.89
2023 INFRASTRUCTURE BONDS		
CP2015-1 SYLVAN BAY OVR/UTIL		
1900225	SEH	4,850.45
TOTAL CP2015-1 SYLVAN BAY OVR/UTIL		4,850.45
STORM WATER UTILITY		
0301685	CARQUEST AUTO PARTS	13.95
0315455	COLE HARDWARE INC	12.45
1621125	PUBLIC UTILITIES COMMISSION	2,200.00
1809154	RICHARD F RYSAVY	50.00
2018560	TROUT ENTERPRISES INC	513.00
TOTAL		2,789.40
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$628,148.05

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/08/2024

VENDOR #	NAME	AMOUNT DUE
-----		
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T MOBILITY	4,165.05
0113105	AMAZON CAPITAL SERVICES	1,004.14
0201354	B. BAIRD-PETTY CASH FUND	22.60
0205640	LEAGUE OF MN CITIES INS TRUST	253.86
0305530	CENTURYLINK QC	308.71
0315543	CONSTELLATION NEWENERGY -GAS	734.45
0504615	JUSTIN EDMUNDSON	73.24
0514730	ENTERPRISE FM TRUST	9,518.14
0718015	GRAND RAPIDS CITY PAYROLL	585,774.98
0718070	GRAND RAPIDS STATE BANK	673.53
0815440	HOLIDAY STATIONSTORES LLC	209.00
0900060	ICTV	9,890.88
0920055	ITASCA COUNTY RECORDER	46.00
1115550	KOOTASCA COMMUNITY ACTION INC	5,000.00
1201402	LAKE COUNTRY POWER	50.22
1215250	LOFFLER COMPANIES INC	447.80
1305046	MEDIACOM LLC	156.90
1305725	METROPOLITAN LIFE INSURANCE CO	2,172.37
1309098	MINNESOTA MN IT SERVICES	460.71
1309199	MINNESOTA ENERGY RESOURCES	3,723.63
1309335	MINNESOTA REVENUE	225.00
1415479	NORTHERN DRUG SCREENING INC	140.00
1601301	TOM PAGE SCULPTURE STUDIO	375.00
1601305	THOMAS J. PAGEL	1,073.34
1621125	PUBLIC UTILITIES COMMISSION	1,088.07
1621130	P.U.C.	9.90
1815120	ROB'S BOBCAT SERVICE INC	500.00
2100265	U.S. BANK	1,000.00
2114360	UNITED PARCEL SERVICE	18.89
2209665	VISA	2,750.96
2305825	WEX INC	2,668.66
T001222	GREG MUELLER	375.00
T001277	NORTH COUNTRY DEVELOPMENT	700.00
T001473	ANN KLEFSTAD	375.00

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$635,986.03

TOTAL ALL DEPARTMENTS \$1,264,134.08



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 8, 2024

**AGENDA ITEM:** Consider authorizing the Police Department to enter into contract with service provider Steven E. Breitbarth, M. Div., LMFT.

**PREPARED BY:** Chief Andy Morgan

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**BACKGROUND:**

The honorable calling to law enforcement comes with countless rewards but also exposes personnel to considerable repeated, traumatic events that are inherently dangerous and specific to this field. Law enforcement is always the first answer to community's call and often exposed to deal with the worst humanity has to offer. The purpose of this program is to provide a therapeutic, one on one, confidential, at no employee cost session with Therapist Steven E. Breitbarth. GRPD Officer Wellness Program is a positive way an employee can heal from the accumulated stresses of traumatic interactions with society as well as any personal stresses that exist.

Improving officer health and resiliency was a 2022 department goal. GRPD's Officer Wellness Program was well received by staff and recognized as being of value. Staff members are aware that we are committed to continuing to advance the GRPD Officer Wellness Program. We are committed to long-term employee health.

Cost of services will be satisfied by utilizing funds from the recently issued Public Safety Aid

**REQUESTED COUNCIL ACTION:**

Make a motion to authorizing the Police Department to enter into contract with service provider Steven E. Breitbarth, M. Div., LMFT.

## CONTRACT

THIS CONTRACT, by and between the City of Grand Rapids, a municipal corporation, hereinafter referred to as “City,” and Grand Rapids Police Department, hereinafter referred to as “GRPD,” and Steven E. Breitbarth, M. Div., LMFT, hereinafter referred to as “Service Provider,” entered into this 8 day of January, 2024.

### RECITALS

WHEREAS, the Service Provider will provide services to 28 Employees of the GRPD.

WHEREAS, the Service Provider has represented that Service Provider has the ability and can competently perform the requirements to provide services.

NOW, THEREFORE, the City, GRPD and Service Provider, for good and valuable mutual consideration, agree as follows:

1. Service Provider shall provide services to 28 Employees of the GRPD, costing \$80.00 per one hour session for a total cost of \$2,240.00 for the initial department required session.
2. GRPD shall set arrangement to secure a neutral site that is appropriate.
3. GRPD shall make arrangement and schedules directly with the employees when setting the sessions.
4. GRPD shall provide the schedule to the Service Provider.
5. Service Provider shall notify GRPD if the employee fails to show up to the scheduled meeting.

### FOLLOW UP SESSIONS

1. Service Provider shall provide follow-up sessions with employees if necessary at \$80.00 per one-hour session.
2. Arrangements and location shall be provided by service provider.
3. Following the completion of the original required session, Service Provider will bill GRPD monthly and that the GRPD be advised when follow-up sessions total exceed five within a thirty-day period.
4. Service Provider shall keep track of and report, without the use of employee identifiers, how many employees utilized follow-up sessions and total of follow-up sessions.

5. All follow-up utilization shall be directed to both Chief Andy Morgan at 218-326-3464 [amorgan@grandrapidsmn.gov](mailto:amorgan@grandrapidsmn.gov) and Captain Kevin Ott at 218-326-3464 [kott@grandrapidsmn.gov](mailto:kott@grandrapidsmn.gov)

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

### **CITY OF GRAND RAPIDS**

By: \_\_\_\_\_  
Its Mayor

By: \_\_\_\_\_  
Its City Administrator

### **GRAND RAPIDS POLICE DEPARTMENT:**

By: \_\_\_\_\_  
Its Chief Andy Morgan

By: \_\_\_\_\_  
Its Captain Kevin Ott

By: \_\_\_\_\_  
Its Captain Jeremy Nelson

### **SERVICE PROVIDER**

By: \_\_\_\_\_  
Steven E. Breitbarth, M. Div., LMFT





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 8, 2024

**AGENDA ITEM:** Consider authorizing the Police Department to enter into contract with service provider Jean Kummerow, Ph.D., LP.

**PREPARED BY:** Chief Andy Morgan

---

**BACKGROUND:**

The honorable calling to law enforcement comes with countless rewards but also exposes personnel to considerable repeated, traumatic events that are inherently dangerous and specific to this field. Law enforcement is always the first answer to community's call and often exposed to deal with the worst humanity has to offer. The purpose of this added aspect of the GRPD Officer Wellness program is to provide staff members additional insight on natural personality styles, strengths, weaknesses, potential pitfalls, and predictable reactions to stress. It is the hope that the employee can reference these results and decide how to apply such when considering personal / professional growth.

Improving officer health and resiliency was a 2022 department goal. GRPD's Officer Wellness Program was well received by staff and recognized as being of value. Staff members are aware that we are committed to continuing GRPD Officer Wellness Program. We are committed to long-term employee health.

See attached for additional information regarding the MBTI II and the service provider.

Program cost will be satisfied by utilizing recently issued Public Safety Aid.

**REQUESTED COUNCIL ACTION:**

Make a motion to authorizing the Police Department to enter into contract with service provider Jean Kummerow, Ph.D., LP.

Date: November 8, 2023  
 To: Andy Morgan, Chief of Police  
 From: Jean Kummerow, Ph.D., LP  
 Re: Possible MBTI® group interpretation and follow-up coaching sessions

Thank you for your call today inquiring into coaching sessions to build on the Wellness Programs your department provides. As you know, effective policing is based in part on officers knowing themselves including their strengths and potential pitfalls, as well acknowledging that not everyone thinks and acts in the same way they do and adjusting as needed.

In your participation in the Blandin Community Leadership Program, you were introduced to the MBTI® Step II™ assessment and had a follow-up session with a coach. Just to review that framework for understanding personality differences.

Personality type as determined by the Myers-Briggs Type Indicator® (MBTI®) framework identifies natural personality styles and often helps people be better able to utilize their similarities and differences in working with others rather than ignoring those differences in problem-solving or being annoyed by them or missing something because of similar styles. It points out the value of all styles, not placing one as better than another.

The MBTI instrument indicates these four preferences:

- Ways of gaining energy: Extraversion (E) – Introversion (I)
- Methods of gathering information: Sensing (S) – Intuition (N)
- Process of decision-making: Thinking (T) – Feeling (F), and
- Ways of living your life: Judging (J) – Perceiving (P)

Each person prefers one of those in each set and a four-letter code called the Step I™ type is assigned. Sixteen unique personality types are the result, each with their own potential strengths and pitfalls and with predictable reactions to stress.

An advanced version called the MBTI Step II™ instrument is particularly useful since it provides more specificity to understanding natural personality differences. Step II takes that MBTI four-letter type (Step I™) and shows twenty ways in which that type is expressed (Step II™). Step II builds on the fact that each of the preferences is multi-faceted. For example, there are a number of components or facets to Extraversion including sociability, talkativeness, gregariousness, excitability, and face-to-face communication. Step II identifies these facets, five per preference, and helps respondents clarify their own style of Extraversion as well as each of their other preferences. It is particularly helpful to those who are having difficulty identifying with a preference since it shows them how and where they are using aspects of the other preference as well. It also helps identify differences between people who share the same Step I type.

Step II continues the tradition of describing differences, not evaluating them. It recognizes that at different times people need to display different components of themselves and are not locked into behaving in only one way. Step II helps focus on those components thus making it easier to identify when adaptation may be necessary and how to do it.

**Possible Program):**

1. Officers are invited to participate in taking the MBTI Step II. Access to taking the instrument is on-line. Results are confidential and will be returned directly to the individual in an interpretation session. Results will not be shared with any managers without the explicit, written approval of the individual. Of course, individuals may share those results directly.
2. Group interpretation sessions are offered at dates and times that allow for coverage of different shifts. Those sessions need to be approximately 3 hours in length and will be tailored to specific applications for police officers.
3. Individual follow-up sessions applying the MBTI results to officer's specific issues will be offered and scheduled. Sessions typically are 60-90 minutes. Typical stress reactions based on the officer's type will be explored. **(This portion is still being developed and is not covered within this contract)**

**Facilitator:** Jean M. Kummerow, Ph.D., is licensed psychologist and international expert on the MBTI instrument having written numerous books and reports on its applications. She is a psychologist/trainer/author/consultant/coach with her own business in Minneapolis, MN. She worked with the Blandin Foundation's Community Leadership Program from 1995-2020 helping develop leaders from small towns in Minnesota. She has worked with law enforcement personnel including the US Marshalls and the Minnesota State Patrol. She is known for her depth of knowledge along with a practical, down-to-earth style and a sense of humor; she makes her sessions both fun and useful for the participants.

**Contact information:**

Cell: 651-303-7016

e-mail: [Jean@jeankummerow.com](mailto:Jean@jeankummerow.com)

Address: 110 Bank St. SE #1205, Minneapolis, MN 55414

Website: [www.jeankummerow.com](http://www.jeankummerow.com)

Myers-Briggs Type Indicator, MBTI, Step I and Step II are trademarks or registered trademarks of the Myers and Briggs Foundation in the United States and other countries.

## CONTRACT

THIS CONTRACT, by and between the City of Grand Rapids, a municipal corporation, hereinafter referred to as “City,” and Grand Rapids Police Department, hereinafter referred to as “GRPD,” and Jean Kummerow, Ph.D., LP, hereinafter referred to as “Service Provider,” entered into this 8 day of January, 2024.

### RECITALS

WHEREAS, the Service Provider will provide services to 34 Employees of the GRPD and GRFD.

WHEREAS, the Service Provider has represented that Service Provider has the ability and can competently perform the requirements to provide services.

NOW, THEREFORE, the City, GRPD and Service Provider, for good and valuable mutual consideration, agree as follows:

1. Service Provider Ph. D., LP Jean Kummerow shall provide services to 34 Employees of the GRPD and GRFD. Such MBTI II testing and interpretation presentation will be delivered by the Service Provider on February 13, 2024 from 1:00PM to 4:00PM and then again on February 15, 2024 from 09:00AM to 12:00PM.
2. GRPD shall set arrangement for an appropriate site for each MBTI II interpretation presentation.

Grand Rapids Fire Department Training Center  
104 SE 11<sup>th</sup> St  
Grand Rapids, MN 55744

3. GRPD and GRFD shall make arrangements and schedules directly with the employees when setting the interpretation sessions.
4. GRPD shall provide the interpretation presentation schedule to the Service Provider.
5. GRPD shall provide two-night hotel accommodations for Ph. D., LP Jean Kummerow for February 13, and February 14, 2024.

Timberlake Lodge  
144 17<sup>th</sup> St SE  
Grand Rapids, MN 55744

6. GRPD accepts full responsibility for the following expenses incurred by the Ph.D., LP Jean Kummerow.
- |   |            |
|---|------------|
| a. February 13, 2024 Interpretation Session | \$1,600.00 |
| b. February 15, 2024 Interpretation Session | \$1,600.00 |
| c. Color Report Printing                    | \$80.00    |
| d. 400 Miles travel (.655)                  | \$262.00   |
| e. Per Diem                                 | \$100.00   |
7. GRPD will satisfy the \$3,642 total to Ph. D., LP Jean Kummerow on February 15, 2024.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

#### **CITY OF GRAND RAPIDS**

By: \_\_\_\_\_  
Its Mayor

By: \_\_\_\_\_  
Its City Administrator

#### **GRAND RAPIDS POLICE DEPARTMENT:**

By: \_\_\_\_\_  
Its Chief Andy Morgan

By: \_\_\_\_\_  
Its Captain Kevin Ott

By: \_\_\_\_\_  
Its Captain Jeremy Nelson

#### **SERVICE PROVIDER**

By: \_\_\_\_\_  
Jean Kummerow, Ph.D., LP



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 8, 2024

**AGENDA ITEM:** Consider authorizing the Police Department to sell one (1) city owned Community Service Officer squad through Mid State Auto online auction.

**PREPARED BY:** Chief Andy Morgan

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**BACKGROUND:**

The Police Department has used the Minnesota DNR or Mid State Auto online action in the past to dispose of city owned, forfeited and abandoned vehicles. The auctions are continuously running and many government agencies are observed to frequently add assets in attempts to sell such. The following vehicle is a GRPD asset. It was previously utilized as a patrol squad but was replaced.

1. 2009 Squad #349 Chevy Colorado VIN 1GCDT13E198159694

This CSO squad has already been replaced by an Enterprise purchased vehicle.

**REQUESTED COUNCIL ACTION:**

Make a motion authorizing the Police Department to sell one (1) city owned Community Service Officer squad through Mid State Auto online auction.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 8, 2024

**AGENDA ITEM:** Consider approving a Supplemental Letter Agreement with SEH for Miscellaneous Services

**PREPARED BY:** Matt Wegwerth

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### BACKGROUND:

Throughout the year, staff require various engineering services that aren't specific to a current project. This may include, but are not limited to, cost estimates, design services and surveying. The attached Supplemental Letter Agreement covers these services for 2024

### REQUESTED COUNCIL ACTION:

Make a motion approving a Supplemental Letter Agreement with SEH for Miscellaneous Services for 2024

# Supplemental Letter Agreement – 2024 Misc. Services

January 8, 2024

Mayor Christy  
City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744

RE: 2024 Miscellaneous Services

Dear Mayor Christy,

The City Engineer has requested that we prepare this Supplemental Letter Agreement (SLA) for the miscellaneous services throughout the year of 2024. The services included in this SLA are for miscellaneous services as listed in accordance with the Master Engineering Services Contract between The City of Grand Rapids ("Client") and Short Elliott Hendrickson Inc. ("Consultant"), effective January 4, 2021.


## **Fee Schedule**

The fees for the miscellaneous services are listed in the Master Engineering Services Agreement that is in place between the Client and Consultant (hourly work as shown in Exhibit "B"). The estimated fee for this work is \$40,000.00.

In accordance with the Master Engineering Services Contract between the Client and Consultant, effective January 4, 2021, this Supplemental Letter Agreement dated January 8, 2024 authorizes and describes the scope and schedule for the Consultant's work on the project described.

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

Sincerely,  
Short Elliott Hendrickson Inc.



Sara Christenson, PE (Lic. MN)  
Client Service Manager/Project Manager

## **City of Grand Rapids Authorization:**

\_\_\_\_\_  
Kim Johnson-Gibeau  
City Clerk

\_\_\_\_\_  
Dale Christy  
Mayor of Grand Rapids

C: SEH contract file

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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 8, 2024

**AGENDA ITEM:** Consider extending the current Lease Agreement between the City of Grand Rapids and Ray's Sport and Marine.

**PREPARED BY:** Matt Wegwerth, Public Works Director/City Engineer

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### BACKGROUND:

In January of 2021 the City of Grand Rapids entered into a 3-year Lease Agreement with Ray's Sport and Marine for Lot's 7-12, Block 22, 3<sup>rd</sup> Division and East ½ of Vacated N-S Alley, Grand Rapids, Minnesota. Staff is recommending extending the current Lease Agreement for 3- years at a rate of \$2,500.00 per, year the new agreement is attached.

### REQUESTED COUNCIL ACTION:

Make a motion extending the current Lease Agreement between the City of Grand Rapids and Ray's Sport and Marine for a 3-year term, effective January 1, 2024 through December 31, 2026.



## LEASE AGREEMENT

THIS LEASE is made this 8th day of January, 2024, between the City of Grand Rapids by and through its City Council (" Landlord") and Ray's Sports & Marine— David Hernesman (" Tenant").

### RECITALS

Landlord hereby leases to Tenant, and Tenant hires and takes from Landlord the Premises located in the City of Grand Rapids, County of Itasca, State of Minnesota, (" the Premises") legally described on Exhibit "A" attached.

THIS LEASE is made upon the following terms and conditions which the Landlord and Tenant covenant and agree to keep and perform;

#### I. USE

The Premises shall be used and occupied by Tenant as a facility for open storage of boats and similar equipment, and shall not be used in a matter which will unduly disrupt or interfere with the use of adjoining Premises by Landlord.

#### II. TERM

The Term of this Lease shall be three (3) one-year terms commencing on January 1st, 2024.

#### III. RENT

Tenant shall pay to the Landlord, at such place as shall be designated by Landlord, rent in advance, in the sum of \$2,500.00 per year, before the first day of the Term, to be made payable to the Grand Rapids City Finance Department.

#### IV POSSESSION

Landlord covenants that possession of the remises will be delivered to Tenant at the commencement of the Term Tenant will keep and maintain the Premises during the Term, and quit and deliver the Premises to Landlord at the end of the Term or at any previous termination thereof for any cause, in as good order and condition and state or repair, reasonable use and wearing thereof and inevitable accidents excepted, as now exists. Tenant shall keep and store all boats or any other item a safe distance from the electrical substation located up on the same property as to be determined by City staff.



## V. MAINTENANCE

Tenant shall keep said Premises continually in a neat, clean and respectable condition and shall provide such maintenance as required by municipal authority. All garbage and refuse of any kind shall be removed at Tenant's expense. Tenant will not make or suffer any waste thereon, and will not assign or sublet said Premises or any part thereof without written consent of Landlord.

## VI TAXES AND UTILITIES

Tenant shall pay all real estate taxes or assessments levied against said Premises due to Tenants occupancy as a non-governmental entity.

## VII. IMPROVEMENTS AND ALTERATIONS

The Premises consists of bare land with no improvements. Subjects to Landlord's prior approval, which shall not be unreasonably withheld, Tenant may place fences or such other similar items used or useful in connection with the operation of Tenant's business on the Premises. All work done in connection therewith shall comply with all applicable laws, ordinances, codes and regulations. All such things hereafter installed by Tenant shall remain the property of Tenant and in the case of damage or destruction thereto by fire or other causes, Tenants shall have the right to recover Tenant's own loss from any insurance company with which Tenant has insured the same. Tenant may remove all or any such things at any time during the term of the Lease, and shall do so upon termination of this Lease, provided, however, that upon removal of such equipment the order, condition and state of repair of the Premises shall be the same as of the commencement of this Lease, and shall not have been disturbed or affected by details of installation or removal of said equipment.

## VIII. INDEMNITY AND INSURANCE

Tenant shall indemnify Landlord for any loss or casualty to the Premises occasioned by negligence or fault of Tenant or Tenant's employees or invitees, and further will obtain a policy of liability insurance against any loss or injury suffered by anyone relating to the Premises because of the negligence or fault of Tenant or because of the condition or operation of the business therein in the sum of 1, 000,000.00, naming Landlord as an additional insured thereon. Tenant shall provide a copy of said liability insurance policy or policies for the inspection of Landlord upon request of Landlord.



IX QUIET ENJOYMENT

Tenant, on paying the rent provided herein and upon performance of all the terms and conditions of the Lease on its part to be performed, shall at all times during the term hereof peacefully and quietly have, hold and enjoy the Premises.

X CANCELLATION

If the monthly payments or any of them, whether they are demanded or not, are not paid when they become due; or if any other terms of this Agreement be violated by Tenant, then Landlord shall have the right to cancel this Lease at once, and re-enter and take possession of said Premises immediately, and without any previous notice of intention to re-enter, under such terms and conditions as allowed by law.

Either party may terminate the Lease without cause upon at least six (6) months written notice to the other at anytime during its term. Upon termination without cause, rent shall be pro-rated to the termination date.

This instrument has been executed by the parties as of the day and year written above.

**LANDLORD:**

GRAND RAPIDS CITY COUNCIL

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

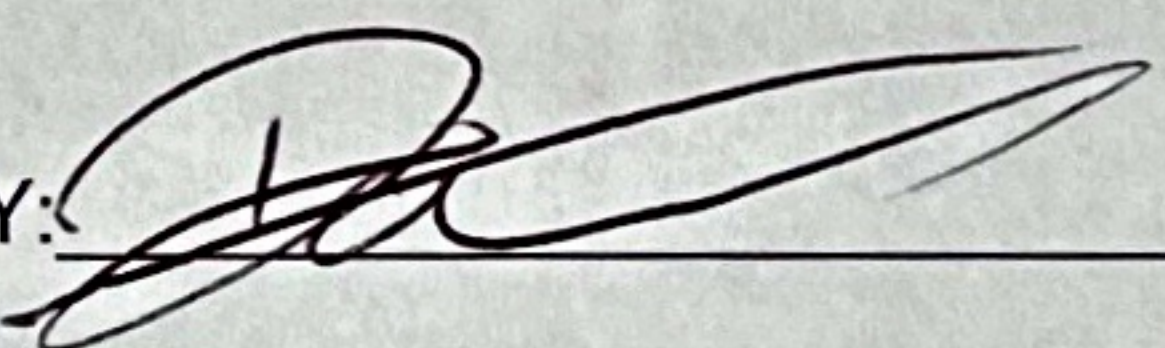
It' s Mayor

ATTEST: \_\_\_\_\_

City Administrator

**TENANT:**

RAY' S SPORT & MARINE

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

Its: President



## **EXHIBIT A**

### **Property Description:**

Lots 7-12, Block 22, 3<sup>rd</sup> Division and East ½ Vacated N-S Alley, Grand Rapids, Minnesota

150 feet by 150 feet lot size







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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 8, 2024

**AGENDA ITEM:** Consider approving the Workers Compensation coverage through the League of Minnesota Cities Insurance Trust

**PREPARED BY:** Chery Pierzina, Human Resources Officer

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### BACKGROUND:

We have received a quote of \$321,120.00 for our Workers Compensation coverage through the League of Minnesota Cities Insurance Trust for 2024. This is a \$17,461.00 price decrease or approximately 5.16% from last years' rate.

Each year a rate is set by job classification. The rate changes do not mean that our City's actual premium will necessarily increase or decrease by these exact amounts. The actual premiums are also affected by changes in city expenditures, property values, payroll, and other exposure methods, and also by changes in our experience rating. The League uses our actual claims for the three years preceding the present year (i.e. 2021, 2022, 2023) in figuring experience modification. This rate fluctuates based on claims made in previous years.

There is not an agent fee, since the Human Resources Officer and Finance Department perform the functions of the insurance agent.

This is a budgeted expenses in the 2024 budget.

### REQUESTED COUNCIL ACTION:

Make a motion to approve the Workers Compensation coverage through the League of Minnesota Cities Insurance Trust for the 2024 plan year at the proposed rate of \$321,120 and authorize payment of the premium.

# League of Minnesota Cities Insurance Trust

Item 16.

Group Self-Insured Workers' Compensation Plan  
145 University Avenue West St. Paul, MN 55103-2044 Phone (651) 215-4173

## Notice of Premium Options for Standard Premiums of \$300,000 - \$500,000

GRAND RAPIDS, CITY OF  
ATTN: HUMAN RESOURCES  
420 N POKEGAMA AVE  
GRAND RAPIDS, MN 55744-2658

Agreement No.: WC 1000945\_Q-8  
Agreement Period:  
From: 01/01/2024  
To: 01/01/2025

Enclosed is a quotation for workers' compensation deposit premium. **Note: Renewal Coverage will be bound as per the expiring coverage arrangement, including coverage for elected and appointed officials, with the premium indicated on the quote, unless the member or agent sends a written request not to bind renewal coverage.**

<u>PAYROLL DESCRIPTION</u>	<u>CODE</u>	<u>RATE</u>	<u>ESTIMATED PAYROLL</u>	<u>DEPOSIT PREMIUM</u>
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SEE ATTACHED SCHEDULE FOR DETAILS

Manual Premium		354,172
Debit	1.04	14,167
Standard Premium		368,339
Deductible Credit	0.00%	0
Premium Discount		-40,957
Net Deposit Premium		\$327,382
Adjustment for Commission*		-6,548
Total Net Deposit Premium		\$320,834

\*Workers compensation rates assume a 2% standard commission. The commission adjustment accounts for the commission difference, above or below 2%.

**Agent:**

00456 City Of Grand Rapids  
420 N Pokegama Ave, Attn: City Clerk  
Grand Rapids, MN 55744-2658

# **Notice of Premium Options for Standard Premiums of \$300,000 - \$500,000 (Con't)**

Item 16.

## **OPTIONS**

Please indicate below the premium option you wish to select. You may choose only one option and you cannot change options during the agreement period.

1. ☐ **Regular Premium Option**

**Net Deposit Premium**

327,382

2. ☒ **Deductible Premium Option**

Deductible options are available in return for a premium credit applied to your estimated standard Premium of \$ 368,339. The deductible will apply per occurrence to paid medical costs only. There is no aggregate limit.

	<b>Deductible per Occurrence</b>	<b>Premium Credit</b>	<b>Credit Amount</b>	<b>Net Deposit Premium</b>
<input type="checkbox"/>	\$250	0.50%	-1,842	325,540
<input type="checkbox"/>	\$500	0.90%	-3,315	324,067
<input checked="" type="checkbox"/>	\$1,000	1.70%	-6,262	321,120
<input type="checkbox"/>	\$2,500	3.00%	-11,050	316,332
<input type="checkbox"/>	\$5,000	4.50%	-16,575	310,807
<input type="checkbox"/>	\$10,000	6.00%	-22,100	305,282
<input type="checkbox"/>	\$25,000	10.00%	-36,834	290,548
<input type="checkbox"/>	\$50,000	14.00%	-51,567	275,815

3. ☐ **Retrospective Rates Premium Option**

	<b>Retro-Rated Minimum Factor</b>	<b>Est. Minimum Premium</b>	<b>Retro-Rated Maximum Factor</b>	<b>Est. Maximum Premium</b>
<input type="checkbox"/>	0.493 %	181,591	1.300 %	478,841
<input type="checkbox"/>	0.448 %	165,016	1.500 %	552,508
<input type="checkbox"/>	0.381 %	140,337	2.000 %	736,678

This quotation is for a deposit premium based on your estimate of payroll and selected options. Your final actual premium will be computed after an audit of payroll subsequent to the close of your agreement year and will be subject to revisions in rates, payrolls and experience modification. While you are a member of the LMCIT Workers' Compensation Plan, you will be eligible to participate in dividend distributions from the Trust based upon claims experience and earnings of the Trust.

If you desire the coverage offered above, please return this signed document for the option you have selected.

This quotation should be signed by an authorized representative of the member requesting coverage.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**Notice of Premium Options for Standard Premiums of \$300,000 - \$500,000  
(Con't)**

Item 16.

**CONTINUATION SCHEDULE FOR QUOTATION PAGE**

<b>REMUNERATION</b>	<b>RATE</b>	<b>CODE</b>	<b>DESCRIPTION</b>	<b>EST. PREM</b>
801,385	8.21	5506	STREET CONSTRUCTION	65,794
65,988	5.82	7403	AIRPORT OPERATIONS	3,841
POP 18,379	225.18	7708	FIREFIGHTERS (VOLUNTEER)	41,386
2,005,431	8.86	7720	POLICE	177,681
136,438	3.86	8227	CITY SHOP & YARD	5,267
409,459	0.65	8810	LIBRARY OR MUSEUM-PROF & CLERICAL	2,661
631,049	0.65	8810	CLERICAL OFFICE EMPLOYEES NOC	4,102
68,216	3.40	8831	ANIMAL CONTROL	2,319
105,887	6.41	9015	BUILDINGS-OPER BY OWNER	6,787
28,788	7.01	9016	SKATING RINK OPERATION	2,018
346,640	1.52	9060	CLUB-COUNTRY/GOLF	5,269
85,366	6.72	9102	PARKS	5,737
228,318	3.72	9182	CITY ARENA-OPERATIONS	8,493
130,531	9.04	9220	CEMETERY OPERATION	11,800
1,350,303	0.81	9410	MUNICIPAL EMPLOYEES	10,937
42,240	0.00	9411	ELECTED OR APPOINTED OFFICIALS	80
Manual Premium				354172.0

**League of Minnesota Cities Insurance Trust**  
**Group Self-Insured Workers' Compensation Plan**  
**145 University Avenue West St. Paul, MN 55103-2044 Phone(651) 215-4173**

**DEFINITION OF MEMBER ENDORSEMENT**

It is agreed and understood the "Member" named in item 1 of the Information Page is amended to include:

Grand Rapids-Itasca County Airport; Economic Development Authority



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 8, 2024

**AGENDA ITEM:** Consider adopting a resolution approving an operating transfer from the Capital Projects fund-2023 Infrastructure Bonds, and the Capital Fund PIR to the Capital Projects Fund-Grand Rapids Arts & Culture Projects.

**PREPARED BY:** Barb Baird

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### BACKGROUND:

The Arts & Culture road map (GRMN Creates) was developed by the Arts & Culture Commission and was adopted into the City's Comprehensive Plan in the spring of 2015. At the September 11, 2017 City Council meeting, the City Council approved the Art Adopting and Acquisition Policy. The policy states that the City Council will fund public art by earmarking 1.5% of funding from public works programs.

The CP 2022-5 Forest Lake School Utility Extensions included the Arts & Culture funding at \$9,415 coming out of the Permanent Improvement Revolving Fund (PIR).

The CP2015-1, Sylvan Bay Overlay/Utilities included the Arts & Culture funding at \$53,970 as part of the project costs and financing.

### REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution approving an operating transfer from the Capital Projects fund-2023 Infrastructure Bonds in the amount of \$53,970, and the Capital Fund PIR in the amount of \$9,415 to the Capital Projects Fund-Grand Rapids Arts & Culture Projects as of December 31, 2023.

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

RESOLUTION NO. 23-

A RESOLUTION AUTHORIZING AN OPERATING TRANSFER FROM THE CAPITAL PROJECT FUND-PERMANENT IMPROVEMENT REVOLVING FUND (PIR) IN THE AMOUNT OF \$9,415 AND THE CAPITAL PROJECTS FUND-2023 INFRASTRUCTURE BONDS IN THE AMOUNT OF \$53,970 TO THE CAPITAL PROJECT FUND-GRAND RAPIDS ARTS & CULTURE PROJECTS AS OF DECEMBER 31, 2023

WHEREAS, the arts and culture roadmap (GRMN Creates) was developed by the Arts and Culture Commission and was adopted into the City's Comprehensive Plan in the spring of 2015, and

WHEREAS, at the September 11, 2017 City Council meeting, the Council approved the Art Adoption and Acquisition Policy, and

WHEREAS, the policy states that the City of Grand Rapids will fund public art by earmarking 1.5% of funding from public works programs, and

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes an operating transfer from the Capital Projects fund-2023 Infrastructure Bonds in the amount of \$53,970, and the Capital Fund PIR in the amount of \$9,415 to the Capital Projects Fund-Grand Rapids Arts & Culture Projects as of December 31, 2023.

Adopted this 8<sup>th</sup> day of January 2024.

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Dale Christy, Mayor

Attest:

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Kim Gibeau, City Clerk

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 8, 2024

**AGENDA ITEM:** Consider approving the 2024-2026 Grand Rapids Police Security contract with Fairview Health Services.

**PREPARED BY:** Chief Andy Morgan

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### BACKGROUND:

Grand Rapids Police Department has provided security services to Fairview Health Services, previously known as Grand Itasca, since 2012. Security services began with minimal staff providing sporadic coverage but has grown considerably. GRPD Hospital Security is currently staffed with five (5) full-time, limited part-time, security officers and the coverage has increased to 24/7. The partnership remains strong while both parties enjoy the clear benefit.

Security services have continued even though the current contract expired on December 31, 2023. The attached contract will have a term length of January 1, 2024 to December 31, 2026.

The attached proposed contract has been reviewed by City Attorney Sterle.

GRPD is extremely pleased with the opportunity to continue to provide security services to our great partners of Fairview Health Services.

### REQUESTED COUNCIL ACTION:

Make a motion authorizing the 2024-2026 Grand Rapids Police Security contract with Fairview Health Services.

## SERVICE AGREEMENT

### Contract No. \_\_\_\_\_

### Security Services

**THIS AGREEMENT** ("Agreement") effective as of January 1, 2024 ("Effective Date") is made by and between **GRAND ITASCA CLINIC AND HOSPITAL, a Minnesota nonprofit organization** ("GICH") located at 1601 Golf Course Road, Grand Rapids MN 55744 and **City of Grand Rapids**, a Minnesota municipal corporation ("Vendor") located at 420 N Pokegama Avenue, Grand Rapids, MN 55744. GICH is a subsidiary of Fairview Health Services. **FAIRVIEW HEALTH SERVICES** includes the corporation Fairview Health Services and all entities that are included on Fairview's consolidated audited financial statements.

**SERVICES DESCRIPTION:** During the term of the Agreement, Vendor shall provide fully qualified, trained and experienced personnel to provide security services to the clinic and hospital of GICH. A further description of Agents services and responsibilities are outlined in Exhibit A attached hereto.

**I. Contract Length of Term.**

**Initial Term - Agreement Begin Date:** January 1, 2024      **Agreement End Date:** December 31, 2026

Upon the conclusion of the Initial Term, the Agreement shall automatically renew for twelve (12) consecutive calendar month period(s), unless Fairview provides to Vendor written notice to cancel the automatic extension period at least sixty (60) days before the end of the Initial Term or the current extension period. If the purchase of products/services continues beyond the end date, the terms of this Agreement shall apply to such purchases until a new agreement is entered into between the parties.

**II. Termination.** This Agreement may be terminated by the following:

- a. Either party at any time, with or without cause, upon sixty (60) days prior written notice to the other for any reason or no reason at all;
- b. Immediately upon written notice by a non-breaching party if a material breach is not cured by the breaching party within twenty (20) business days of receiving written notice of such material breach; or
- c. By the mutual agreement of the parties.

**III. Pricing.** Pricing shall be as described in Exhibit A attached hereto. However, GICH shall disclose any discounts received under this Agreement as required under state and federal law. Since GICH is a Premier group purchasing organization "GPO" member, if Vendor is a GPO member, Vendor shall disclose and apply any second-source Premier pricing which applies to the services covered by this Agreement.

**IV. Products (including New) or Services.** Vendor will provide the products, services and/or supplies as listed above or as attached to this Agreement. These will be provided according to professional and industry standards and according to GICH's satisfaction. For products covered by this Agreement, Vendor warrants that such services will be delivered suitable for the uses intended by GICH. Vendor will not promote new products or services that have not been approved by the U.S. Food and Drug Administration (FDA). Upon FDA approval or market introduction, Vendor will not use or introduce such new products or services at GICH facilities without prior GICH consent and approved pricing, subject to Section VI below.

**V. Non-Contracted/Non-Approved Products or Services.** If non-contracted or non-approved products or services are used without written pre-approval, GICH, at its sole discretion, may provide payment based on the contracted price for same or similar products, whether from Vendor or Vendor's competitors, or pay the current capitated price for such products, when applicable. Notwithstanding the foregoing, GICH also reserves the right to suspend or exclude Vendor, including but not limited to its personnel and agents, access to any facilities for continued non-compliant occurrences of providing non-contracted or non-approved products and services for use.

**VI. Distributor Price Notification.** Vendor will provide all pricing information to GICHs' chosen Distributor(s) within fourteen (14) days, or earlier, of the agreed upon start date of this Agreement.

**VII. Vendor Certification Program.** GICH has a Vendor Certification Program. All individual vendor representatives who conduct business at any GICH site must comply with GICH's Vendor Certification Program; information to complete the certification process is available on the GICH website: <https://www.fairview.org/vendor>. To open the link, use Google Chrome browser. All Vendor representatives entering a GICH facility will be required to provide proof of current compliance with GICH's Vendor Certification Program.

**VIII. Compliance.** In performing activities related to this Agreement on the premises of GICH, Vendor shall comply with

applicable policies and procedures of GICH, including applicable Joint Commission standards. Vendor warrants that it is not excluded or suspended from participation in any federal or state payor program. Vendor agrees to keep sufficient records for ten (10) years after the termination of this Agreement to make such records available upon the request of proper government authorities to verify the nature and cost of the products/services provided hereunder. This requirement shall apply to any subcontractor used under this Agreement.

- IX. Office of Federal Contract Compliance Programs (OFCCP) Compliance.** GICH is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.
- X. HIPAA.** Notwithstanding any other part of this Agreement, Vendor agrees to the extent any information utilized under this Agreement is "protected health information", as defined by the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder ("HIPAA"), it will comply with the requirements of HIPAA and HITECH and:
- Protect the privacy of such "protected health information" in accordance with the most restrictive legal requirements applicable to it or to GICH and report any security incidents of which it becomes aware;
  - Use appropriate safeguards and take all reasonable and necessary steps to prevent unauthorized or improper disclosure and use of such "protected health information"; and
  - Include the requirements of this Section in any agreement or arrangement with any subcontractor with whom it contracts with respect to such health data or with any person to whom it will provide or allow access to any or all of such health data.
  - Vendor will comply with GICH's Business Associate Agreement if provided with this Agreement.
- XI. False Claims Provision.** Vendor and its employees will comply with the Federal False Claims Act. Vendor and its employees shall not make, present, submit, or cause to be made, presented or submitted any false claim or statement to federally funded contract or program, such as Medicare, or file any fraudulent claim for payment. Vendor and its employees must remain alert to the possibilities of violations by others and report any observed violations. Reports should be made to GICH's compliance hotline at 1-800-530-4694. All reports will be reviewed in good faith to determine the validity of the reported violation. Persons or entities that are the original source of information regarding fraudulent claims or statements made to the government may bring a civil action for a violation of the Act on behalf of the government.
- XII. Indemnification.** Each party to this Agreement shall indemnify, defend, and hold harmless the other party hereto against any and all claims, judgments, damages, costs and expenses (including reasonable attorney's fees and costs) arising from the negligent operations, acts or omissions of the indemnifying party, its employees, agents, and representatives while engaged in activities within the scope of this Agreement. Any Limitation of Liability provision contained in this Agreement shall not serve to limit Vendor's indemnification responsibility for claims related to: (i) personal injury or death, (ii) acts of willful misconduct or gross negligence, (iii) breaches of confidentiality (including breaches of HIPAA or other privacy requirements), or (iv) acts of infringement. This provision shall survive termination of the Agreement with respect to any claim, action, or proceeding that relates to operations, acts or omissions occurring during the term of this Agreement.
- XIII. Network Security Access.** Vendor shall access only GICH Information Systems authorized by GICH and shall use such access solely for providing Services to GICH. Vendor shall not access nor attempt to access any applications, systems or data which GICH has not authorized Vendor to access or which Vendor does not need to access in order to perform Services for GICH. Vendor's access or attempt to access any applications, data or systems in violation of the terms referenced in this section shall be a material breach of the Agreement. In the event GICH authorizes Vendor to remotely access GICH Information Systems, unless authorized by GICH in writing, only GICH -owned and maintained mobile/PC devices (i.e., laptops, electronic notebooks, desktop PCs, etc.) may be used for remote access into GICH Information Systems. In the event that GICH approves Vendor-owned mobile/PC devices for remote access connections, Vendor shall: (i) comply with GICH's standard security controls; (ii) only connect to GICH Information Systems through a GICH approved network, including any GICH approved third party tools, methods, or processes; (iii) adhere to GICH standard authentication protocols including, but not limited to, network and application login accounts; (iv) utilize GICH standard connectivity protocols and reference the ISP3000 standard; and, (v) comply with all GICH policies and procedures regarding the safekeeping of GICH data, including returning, destroying, or, returning and destroying, all GICH data (where such decision is at GICH's sole discretion), with a certificate of secure destruction, if requested by GICH. Vendor shall maintain processes to prevent unauthorized or inappropriate modification of GICH Information, for both data in transit and data at rest.

- XIV. **Insurance.** GICH shall maintain general liability insurance and other necessary insurance (including professional liability, workers' compensation and umbrella liability) to insure against risks incident to this Agreement. Such insurance will be written by reliable insurance companies or through a self-funded insurance program and will have limits of liability as are reasonable and customary for the healthcare industry. Vendor shall maintain the following insurance coverage, written by reliable insurance companies and shall cover the Vendor, its employees, agents and contractors:
- Commercial General Liability – Minimum \$1,000,000 per occurrence/annual aggregate;
  - Products and Completed Operations Liability – Minimum \$1,000,000 per occurrence/aggregate;
  - Business Automobile Liability including Owned, Non-Owned and Hired Autos – Minimum \$1,000,000 per accident/aggregate;
  - Statutory Workers' Compensation Coverage and Employer's Liability – Minimum \$1,000,000 per accident/aggregate; and
  - Commercial Umbrella/Excess Liability – Minimum \$5,000,000 per occurrence/aggregate.
  - Network Security Insurance – If applicable, VENDOR shall maintain Network Security/Privacy Liability Insurance with limits of not less than Five Million Dollars (\$5,000,000) per loss and Five Million Dollars (\$5,000,000) annual aggregate.

Upon request, either party shall provide a certificate or other proof of insurance to the other party. Any liability insurance limits shall not limit GICH's right to indemnity under this Agreement.

- XV. **Miscellaneous.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach or violation of the same or any other provision herein. Sections IX and XI shall survive the termination of this Agreement.

- XVI. **Payment/Invoices.** GICH's payment terms for undisputed invoices are Net 40 unless otherwise agreed upon. Invoices are to be submitted to: **GICH's Director of Facilities (Marc.Dulong@fairview.org) to review and approve. If approved, the invoice will be forward to Fairview Health Services, Attn: Accounts Payable, P.O. Box 59318, Minneapolis, MN 55459 for payment.**

- XVII. **Notices.** Any notice, demand, claim, or other communication required or permitted under this Agreement shall be in writing and shall be effectively given if sent by either (i) an electronically signed email with returned receipt received, (ii) by an electronic signature tool, (iii) facsimile, with a hard copy following transmittal completion, or (iv) if mailed by the United States Postal Service, certified or registered mail, postage prepaid, return receipt requested however if sent by regular mail shall be deemed given, delivered and received three (3) business days after the same is deposited within an United States Post Office, (v) if sent by a national recognized commercial courier service, return receipt requested for next day delivery, to be confirmed in writing by courier, or (vi) by hand delivery, upon confirmation by signed receipt provided the notice is delivered to the address and individual set forth below. The address and individual to whom such notice shall be sent may be changed from time to time upon written notice to the other party in the manner set forth herein.

- a. All notices to GICH shall be sent to:

Grand Itasca Clinic and Hospital  
Attn: Gretchen Danielson, VP, Strategy and Development  
1601 Golf Course Road  
Grand Rapids, MN 55744  
Email: [Gretchen.Danielson@fairview.org](mailto:Gretchen.Danielson@fairview.org)

With a copy to:

Fairview Health Services  
Attn: Supply Chain Contracting  
2450 Riverside Avenue  
Minneapolis, MN 55454  
Email: [SCContracting@GICH.org](mailto:SCContracting@GICH.org)

- b. All notices to Vendor shall be sent to:

City of Grand Rapids  
Attn. Thomas Pagel  
420 N Pokegama Avenue,  
Grand Rapids, MN 55744  
Email: [TPagel@grandrapidsmn.gov](mailto:TPagel@grandrapidsmn.gov)



IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates below.

XVIII. Signatures & Addresses.

**GRAND ITASCA CLINIC AND HOSPITAL**  
**1601 Golf Course Road**  
**Grand Rapids, MN 55744**

**CITY OF GRAND RAPIDS**  
**420 N Pokegama Avenue,**  
**Grand Rapids, MN 55744**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## Exhibit A

### Security Services

#### 1. Vendor's Personnel:

Vendor's personnel will determine the reasonable means and manner by which the security services under this Agreement are accomplished and will furnish all materials and non-lethal equipment necessary for the Security Officers to provide the security services. However, GICH will provide all necessary radio booster equipment needed to communicate with the Itasca County Armer 800 MHz public safety radio system. Vendor's personnel shall not be entitled to receive or accrue any employee benefits GICH may make available or provide its employees, including, but not limited to, health care insurance benefits, workers compensation insurance, vacation benefits, paid holidays, paid sick leave and paid disability leave, and are not entitled to participate in any GICH benefit plan.

#### 2. Services Provided:

Vendor shall provide qualified, uniformed personnel ("Security Officers") to provide security services for GICH's Premises. At least one Security Officer, Police Officer or Community Assistance Officer shall be present on the Premises 24 hours per day, 7 days per week, including holidays. A Police Officer or the Community Service Officer will only fill the role of the Security Officer at times when no Security Officer in the unit is available to provide the service to GICH. This shall also occur when Vendor and GICH realize the need for extra coverage during higher risk situations. Vendor and GICH have agreed to add additional coverage to be scheduled to assist with administrative duties for the Security Lead Officer and to obtain a safer environment for patients and staff by increasing officer presence throughout the Premises on scheduled days. Therefore, there will be scheduled times of two Security Officers working in conjunction. The Security Officer unit will attempt to maintain 4 Security Officers at a grade 7 wage schedule and 1 Security Officer Lead at a grade 8 wage schedule. A pool of part-time Security Officers will also be maintained at a part-time wage schedule including COLA increases. The schedule for these hours will be mutually agreed upon in writing by both parties. Exceptions may be necessary for occasional times to allow for position vacancies, training sessions and unforeseen Security Officer unavailability due to illness, and the like, or if contractor vacancies result due to report of unsatisfactory Security Officer performance from the GICH.

Typical security duties will include, but are not limited to: maintaining a safe orderly work environment, monitoring the entry and exit of individuals from the Premises, inspecting facilities to ensure doors, windows and roofs are secure, protecting property and promoting theft prevention through Security Officers' physical presence while making security checks throughout the Premises, reporting of unusual conditions to the proper personnel including law enforcement, maintaining security logs, and writing reports. Under no circumstances will Security Officers be expected to perform the duties of GICH's regular employees. Security Officers shall attend court hearings, if necessary, when witness to an act or deed, which requires the presence at such hearings.

#### 3. Training and Qualification:

Vendor shall ensure all Security Officers providing services to GICH under this Agreement have been sufficiently trained in protecting GICH's Premises, GICH's personnel, patients and visitors from harm, to the extent possible. In addition, Vendor agrees GICH may require Vendor and/or Security Officers to undergo training on GICH-specific policies and procedures, determined by GICH to be required for the provision of services under this Agreement.

Vendor shall see to it all Security Officers provided under this agreement have obtained all proper licenses. All Security Officers provided by Vendor shall wear the Grand Itasca Hospital and Clinic identification card, the uniform provided by the Grand Rapids Police Department, and possess a valid Minnesota driver's license or Minnesota identification card issued by the Minnesota Department of Public Safety. If driving is a requirement of Security Officers, a valid Minnesota driver's license is mandatory.

All Security Officers shall have satisfactorily passed a criminal and employment background check in accordance with the City of Grand Rapids employment policies. In addition, Vendor shall verify that no Security Officer providing security services under this Agreement is excluded from participation in Federal Health Care Programs by querying the Officer of Inspector General Online Database, available at <https://oig.hhs.gov/exclusions/index.asp>.

All Security Officers shall possess a high school diploma or GED equivalent, and shall have the ability to speak, read, and write the English language; understand and carry out oral and written directions, write accurate and clear reports; monitor environmental and electronic security systems. All Security Officers assigned work under this Agreement shall have a physical examination and be in good physical condition, which enables him/her to perform the full range of security work. Security Officers must be fully capable of performing work requiring moderate to arduous physical exertion under either normal or emergency conditions, in accordance with current City of Grand Rapids employment policies.

Vendor shall provide to GICH, upon request, evidence that all Security Officers assigned to the Premises under this Agreement have passed a pre-employment drug screening examination in accordance with current City of Grand Rapids approved hiring practices. Security Officers shall be mentally alert and capable of exercising good judgement, following instructions, and assimilating necessary specialized training.

Security Officers assigned to the Premises shall also have undergone the following training and shall keep all certifications as to such training current during the term of this Agreement:

1. Met Vendor required physical fitness standards
2. Met Vendor required defensive tactics standards
3. Be a certified TASER operator
4. The City of Grand Rapids employment policies, as well as, the GICH's policies.

Vendor shall ensure that while on duty the Security Officer possesses only Vendor approved equipment including but limited to:

- Soft body armor
- Handcuffs
- Flashlight
- Gloves
- TASER
- Portable Radio
- Chemical Agents (Pepper Spray)

All such equipment shall be furnished by Vendor.

The Security Officer shall be prohibited from the following unless on an authorized work break:

1. Listening to any audio/visual equipment or other audio medium that is not directly job related.
2. Reading materials that are not job related.
3. Use telephones or electronic devices that are not job related.
4. Entertaining personal visitors unless preauthorized by the Vendor in consultation with the GICH.
5. The Security Officer shall at all times adhere to all employment policies of the City of Grand Rapids.

Security Officers shall contact local law enforcement or emergency personnel as needed following the applicable Vendor's and GICH's notification procedures.

For any incident which result in Vendor's personnel contacting emergency services including, but not limited to, police, fire or medical, Vendor shall, no later than the next business day, contact the GICH regarding the incident which prompted such call. Except for ongoing investigations, within three (3) business days after the incident, Vendor shall provide to GICH a written summary of the incident while following appropriate privacy protocols, unless prohibited or restricted by Minnesota Data Practices Act Ch. 13, as may be modified from time-to-time.

GICH shall have the right to request disciplinary action for any Security officer found to be in violation of any of these requirements. Any request by the GICH for disciplinary action for a Security Officer shall be followed up on by the Vendor initiating an investigation into the circumstances that initiated the request by the GICH. This investigation shall follow current Vendor internal investigatory and disciplinary procedures.

#### **4. Supervision:**

Vendor shall adequately supervise its Security Officers assigned under this Agreement. "Adequately supervise" includes but is not limited to: insuring staffing levels are met, insuring prompt Security Officer arrival and attendance, noting security personnel work habits, insuring personnel neat and professional appearance. Vendor shall designate a "Security Officer Supervisor" that GICH shall communicate with regarding concerns over Security Officer performance under this Agreement.

GICH shall designate a person or persons to coordinate with the Security Officer Supervisor regarding performance of the obligations under this Agreement. During the term of this Agreement, the parties agree to meet on a regular basis as needed to review the security services and Vendor's performance under this agreement.

If unsatisfactory performance or behavior is observed by GICH's personnel, the GICH shall communicate the matter to the Lead Security Officer and/or the Grand Rapids Police Captain to attempt to rectify the situation. In the event such unsatisfactory performance or behavior cannot be reasonably rectified, GICH shall have the right to request Vendor to remove any Security Officer from providing service under this Agreement.

**5. Payment:**

The annual cost to GICH for the security services provided by Vendor shall be as outlined below:

- For the year 2024= \$60,000 "Fee:"
- For using the contract year of 2024 as the base year, Vendor shall have the right for each year thereafter to increase their annual administration fee to GICH by no more than ten (10%) annually.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 8, 2024

**AGENDA ITEM:** Consider approving computer maintenance agreements for 2024 with Harris Computer Systems for \$30,027.46.

**PREPARED BY:** Barb Baird

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### BACKGROUND:

The City of Grand Rapids has had a software maintenance agreement with Harris Computer Systems (formerly Municipal Software Inc., MSI) since 1991 for accounting and time tracking software support. The amount of the agreements for 2024 total \$30,027.46. This includes the general software maintenance, TimeClock Plus for payroll and hosting the Employee Self-Service Portal for payroll.

### REQUESTED COUNCIL ACTION:

Make a motion approving computer maintenance agreements for 2024 with Harris Computer Systems for \$30,027.46.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 8, 2024

**AGENDA ITEM:** Consider accepting a proposal for design services related to the Highway 169 South Lighting Project, Phase 2

**PREPARED BY:** Matt Wegwerth

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### BACKGROUND:

The city recently received two proposals for design services related to the Highway 169 South Lighting Project, Phase 2. This project includes the replacement of 10 existing lights along TH 169, from 17<sup>th</sup> Street South to 21<sup>st</sup> Street South. Below is a summary of the proposals:

Bolton & Menk - \$9,500.00

SEH Inc. - \$13,900.00

The work requested is to prepare plans and specifications for the light replacement. City staff will handle bidding and construction administration.

Staff recommend awarding the proposal to Bolton & Menk.

### REQUESTED COUNCIL ACTION:

Make a motion accepting a proposal for design services related to the Highway 169 South Lighting Project, Phase 2, from Bolton & Menk in the not-to-exceed amount of \$9,500.00.



Real People. Real Solutions.

504 NW 1st  
Suite 205  
Grand Rapids, MN 55709

Ph: (218) 571-4347  
Bolton-Menk.com

**SENT VIA EMAIL**

December 29, 2023

Mr. Matt Wegwerth  
Public Works Director/City Engineer  
420 N Pokegama Ave  
Grand Rapids, MN 55744

RE: Proposal of Services– US Trunk Highway 169 Lighting Project

Dear Mr. Wegwerth

On behalf of Bolton & Menk, Inc., we thank you for the opportunity to present this scope and fee letter in response to the City of Grand Rapids request to develop construction plans, specifications, and quantities for street lighting project on U.S. Trunk Highway 169 (Pokegama Avenue).

This proposal describes our understanding of the project, defines the scope of work, and provides you with an estimate of the cost of our services. The following project scope and proposed fees have been broken into two primary tasks; topographic survey and final design (development of plans, specifications, and quantities). Our understanding is that the project will be bid in Spring of 2024 with substantial completion in 2024. Developing an accurate and concise project manual for bidding is one of the most important steps to delivering a successful project and we consider these tasks as the milestones in the project development process.

We appreciate the opportunity to work with the City of Grand Rapids and look forward to developing great working relationships with the staff and council. Please feel free to contact me with any questions or comments regarding the services proposed herein at [dean.helstrom@bolton-menk.com](mailto:dean.helstrom@bolton-menk.com) or (218) 830-0856.

Sincerely,

**Bolton & Menk, Inc.**

**Dean W. Helstrom, P.E.**  
Senior Project Manager

Cc:

Joshua G. Stier, Bolton & Menk, Inc.  
Kris Swanson, Bolton & Menk, Inc.

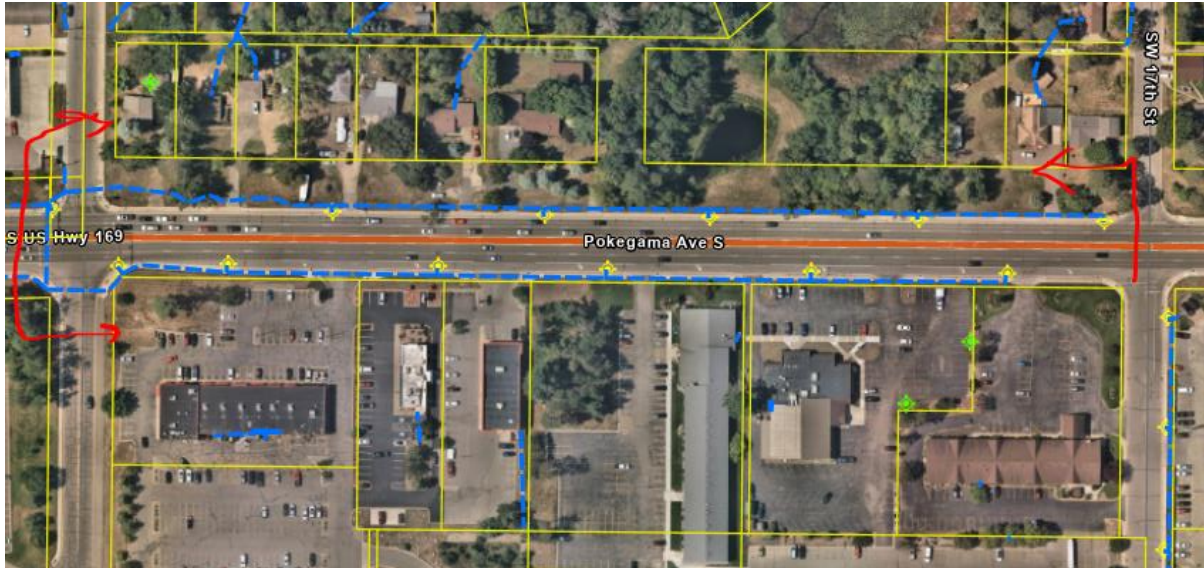
Name: Proposal of Services – TH 169 Lighting

Date: December 29, 2024

Page: 2

## Project Understanding

The City of Grand Rapids is looking at replacing 10 lights along Trunk Highway 169, from 17<sup>th</sup> Street South to 21<sup>st</sup> Street South. The project will include new foundation bases, light poles, conduit, wiring, and control cabinet. The scope of services to be performed by the consultant is expected to include preparing construction plans, specifications and bid quantities. Services are expected to be completed by March 1, 2024.



## Project Tasks

### Task 1 – Topographic Survey & Field Review

The Bolton & Menk team will collect and review field data for the project corridor with the following objectives:

- Complete a site visit before the kickoff meeting to identify potential challenges in the project area.
- Collect all necessary topographic survey and conduct all Gopher State One Call activities.
- Identify in-place source of power locations and/or determine the potential source of power locations, as needed; this includes how the power will connect to the proposed lighting location.
- Determine light locations; this includes considering in-place utilities, in-place utility poles, and optimal new pole and light unit locations, as necessary.

### Task 2 – Final Design

Our team will complete the detailed design of the proposed improvements consistent with the latest City and MnDOT design requirements, and following all federal and state laws, rules, and regulations. Our team will complete all design tasks including:



- Develop construction plan sheets for project corridor that meet state aid standards; it is expected that a 60% and 100% plan submittal will be provided and include:
  - Title Sheet
  - Project location map
  - Construction notes
  - Lighting Details
  - Removal plan
  - Lighting Improvements- proposed lighting plan over an aerial image showing light locations, cable, wire, conduit, service cabinet and source of power locations, and right-of-way.
  - Wiring Diagram
- Project proposal
  - Bid items and Statement of Estimated Quantities for quotation form.
  - Project Special Provisions

### **Basis of Payment**

The total estimated not-to-exceed hourly fee for the project scope as described above is \$9,500.00. It is understood that if the duration, scope, or extent of work changes the budget will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from the City of Grand Rapids.

### **Assumptions**

- City of Grand Rapids to advertise and handle bidding process.
- City of Grand Rapids to provide construction management.
- City of Grand Rapids to provide MnDOT permitting.

## Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Grand Rapids ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective January 4, 2021, this Supplemental Letter Agreement dated January 8, 2024 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Pokegama Avenue Lighting.

**Client's Authorized Representative:** Matt Wegwerth, Public Works Director/City Engineer

**Address:** 420 North Pokegama Ave, Grand Rapids, Minnesota, 55744, United States

**Telephone:** 218.326.7625

**email:** mwegwerth@grandrapidsmn.gov

**Project Manager:** Sara Christenson

**Address:** 1200 SE 4th Avenue, Suite 200, Grand Rapids, Minnesota 55744

**Telephone:** 218.322.4513

**email:** schristenson@sehinc.com

**Scope:** The Services to be provided by Consultant:

This project involves the replacement of 10 street lighting units, bases, conduits and wiring adjacent to Pokegama Avenue South between 17th Street South and 21st Street South. The City Engineer has requested that we prepare this Supplemental Letter Agreement (SLA) for a design plan set, specifications, quantities, and shop drawing review of all of the improvements for your consideration. Bidding, Construction Staking, and Construction Administration are not currently included in the scope of work. Our estimated work scope and fee for this project are listed below.

**Schedule:** As determined between Client and Consultant at time of request, for summer construction.

**Payment:** A retainer in the amount of \$0 will be paid in advance of Consultant starting work and will be applied to the final invoice(s).

Task 1: Design -The lump sum fee is \$13,900 including expenses and equipment.

Task 2: Miscellaneous Services- For additional work as requested by the client out of scope of Task 1. The fee is hourly and estimated to be \$3,000 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1 and Exhibit A-2.

**Other Terms and Conditions:** Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

**Short Elliott Hendrickson Inc.**

**City of Grand Rapids**

By:



Full Name: Sara Christenson

Title: Client Service Manager

By:

Full Name: Dale Christy

Title: Mayor of Grand Rapids

**Exhibit A-1**  
**to Supplemental Letter Agreement**  
**Between City of Grand Rapids (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated January 1, 2024**

**Payments to Consultant for Services and Expenses**  
**Using the Hourly Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

**A. Hourly Basis Option**

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

**B. Expenses**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
3. Postage, handling and delivery.
4. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
5. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
6. All taxes levied on professional services and on reimbursable expenses.
7. Other special expenses required in connection with the Project.
8. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

**C. Equipment Utilization**

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

**Exhibit A-2**  
**to Supplemental Letter Agreement**  
**Between City of Grand Rapids (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated January 8, 2024**

**Payments to Consultant for Services and Expenses**  
**Using the Lump Sum Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

**A. Lump Sum Basis Option**

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

**B. Expenses Not Included in the Lump Sum**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 8, 2024

**AGENDA ITEM:** Consider adopting a resolution approving a loan to the Component Unit-Economic Development Authority.

**PREPARED BY:** Barb Baird

---

### BACKGROUND:

On December 18, 2023, at the City Work Session Rob Mattei, Director of Community Development discussed the proposed funding of GREDA Capital Projects Fund. He mentioned that GREDA had a very productive year in 2023.

The level of GREDA activity has depleted the non-dedicated cash portion of the GREDA Capital Projects Fund. GREDA is requesting the City Council to consider a loan to recapitalize the fund. GREDA is a Component Unit of the City and does not have the ability to generate revenues like other special revenue funds or enterprise funds.

Tom Pagel, City Administrator and Barb Baird, Director of Finance are recommending a loan to GREDA in the amount of \$750,000 for a term of 15 years with zero percent interest.

### REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution approving a loan to the Component Unit-Economic Development Authority in the amount of \$750,000 for a term of 15 years with zero percent interest.

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

RESOLUTION NO. 24-

A RESOLUTION APPROVING A LOAN TO THE COMPONENT UNIT-GRAND RAPIDS  
ECONOMIC DEVELOPMENT AUTHORITY (GREDA) IN THE AMOUNT OF \$750,000  
FOR A TERM OF 15 YEARS WITH ZERO PERCENT INTEREST

WHEREAS, on December 18, 2023, at the City Council Work Session Rob Mattei, Director of Community Development discussed the proposed funding of the GREDA Capital Projects Fund, and

WHEREAS, the level of GREDA activity has depleted the non-dedicated cash portion of the GREDA Capital Projects Fund and GREDA does not have the ability to generate revenues, and

WHEREAS, the City Administrator, Tom Pagel and Barb Baird, Director of Finance is recommending a loan to GREDA in the amount of \$750,000 be over a period of 15 years with zero percent interest, and

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, approves a loan to the Component Unit-Grand Rapids Economic Development Authority in the amount of \$750,000 for a term of 15 years with zero percent interest.

Adopted this 8<sup>th</sup> day of January 2024.

---

Dale Christy, Mayor

Attest:

---

Kim Gibeau, City Clerk

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

City of Grand Rapids loan to GREDA

Compound Period ..... : Annual

Nominal Annual Rate .... : 0.000 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	01/31/2024	750,000.00	1		
2 Payment	01/31/2025	50,000.00	15	Annual	01/31/2039

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 01/31/2024				750,000.00
2024 Totals	0.00	0.00	0.00	
1 01/31/2025	50,000.00	0.00	50,000.00	700,000.00
2025 Totals	50,000.00	0.00	50,000.00	
2 01/31/2026	50,000.00	0.00	50,000.00	650,000.00
2026 Totals	50,000.00	0.00	50,000.00	
3 01/31/2027	50,000.00	0.00	50,000.00	600,000.00
2027 Totals	50,000.00	0.00	50,000.00	
4 01/31/2028	50,000.00	0.00	50,000.00	550,000.00
2028 Totals	50,000.00	0.00	50,000.00	
5 01/31/2029	50,000.00	0.00	50,000.00	500,000.00
2029 Totals	50,000.00	0.00	50,000.00	
6 01/31/2030	50,000.00	0.00	50,000.00	450,000.00
2030 Totals	50,000.00	0.00	50,000.00	
7 01/31/2031	50,000.00	0.00	50,000.00	400,000.00
2031 Totals	50,000.00	0.00	50,000.00	
8 01/31/2032	50,000.00	0.00	50,000.00	350,000.00
2032 Totals	50,000.00	0.00	50,000.00	
9 01/31/2033	50,000.00	0.00	50,000.00	300,000.00
2033 Totals	50,000.00	0.00	50,000.00	
10 01/31/2034	50,000.00	0.00	50,000.00	250,000.00
2034 Totals	50,000.00	0.00	50,000.00	
11 01/31/2035	50,000.00	0.00	50,000.00	200,000.00
2035 Totals	50,000.00	0.00	50,000.00	

City of Grand Rapids loan to GREDA

Date	Payment	Interest	Principal	Balance
12 01/31/2036	50,000.00	0.00	50,000.00	150,000.00
2036 Totals	50,000.00	0.00	50,000.00	
13 01/31/2037	50,000.00	0.00	50,000.00	100,000.00
2037 Totals	50,000.00	0.00	50,000.00	
14 01/31/2038	50,000.00	0.00	50,000.00	50,000.00
2038 Totals	50,000.00	0.00	50,000.00	
15 01/31/2039	50,000.00	0.00	50,000.00	0.00
2039 Totals	50,000.00	0.00	50,000.00	
Grand Totals	750,000.00	0.00	750,000.00	





## GREDA Capital Projects Fund 2023 Projected Year End Balance

**1/1/2023 Fund Balance** **\$1,090,452**

**Revenue:**

Blandin Foundation Grants (Dedicated)	\$650,000
City Levy	\$45,010
IRRR Grant (Dedicated)	\$20,000
Loan Payments Received	\$237,466
Investment Income/Misc.	\$31,954
Proceeds from Forest Lake Addition Land Sales	\$58,643
Estimated proceeds from L&M Land Sales	\$313,850

**\$1,356,923**

**Expenses:**

Airport South Ind. Park	\$52,995
Downtown Plan	\$100,312
Great River Acres	\$5,438
Forest Lake Addition	\$35,906
Blandin Foundation Loan Repayment	\$111,161
L&M Distribution Center (Due diligence)	\$82,976
Yanmar Expansion	\$4,491
Ainsworth Site Redevelopment (HWY35 Project)	\$1,605
Misc. Project Expenses	\$26,921
Estimated Cost of L&M Land Purchases	\$1,031,010
Planned GREDA contribution to Infrastructure Project	\$100,000

**\$1,552,815**

**Estimated 12/31/2023 Fund Balance:** **\$894,560**

**Dedicated Cash:** **-\$665,000**

**Cash Available for GREDA Projects:** **\$229,560**



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 01/08/2024

**AGENDA ITEM:** Consider approval of Pierringer Release with Hector Ismael Bello Ruiz

**PREPARED BY:** Captain Jeremy Nelson

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### BACKGROUND:

On 12/14/2023, During the course of a traffic stop, the driver's, Hector Ismael Bello Ruiz, cell phone accidentally slid off of the hood of the squad car onto the pavement. The screen of the phone was cracked.

Mr. Bello Ruiz has indicated that repair/replacement of the phone will be satisfied with the amount of \$200. The City Attorney has prepared the necessary Pierringer Release that will fully and forever release and discharge the City of Grand Rapids from any future claims involving Mr. Bello Ruiz's cell phone stemming from this incident.

### REQUESTED COUNCIL ACTION:

Make a motion to approve a Pierringer Release agreement with Hector Ismael Bello Ruiz.

## PIERRINGER RELEASE

NOW, THEREFORE, for the sole consideration of the sum of \$200, Hector Ismael Bello Ruiz as the Releasing Party and the City of Grand Rapids, Minnesota as the Released Party in regards to the costs incurred by the accidental dropping of a cell phone, agree as follows:

The Releasing Party (Hector Ismael Bello Ruiz) hereby fully and forever release and discharge the City of Grand Rapids, its Police Department, its heirs, administrators, agents, assigns and successors of and from any and all claims, damages, demands, actions and rights of action of whatever nature (including any and all consequences thereof, including unforeseen consequences of known or unknown conditions, and all contractual claims, including attorney's fees, expenses, interest and costs and disbursements) which they may have.

In accepting the amount of this Release, the Releasing Party credit and satisfy any damages to said cell phone which may have been caused by the fault, if any, of the City of Grand Rapids as may be determined in any future legal action or proceeding.

This payment is a compromise of a disputed claim and payment is not to be construed as an admission of liability on the part of the City of Grand Rapids, and the City of Grand Rapids denies liability therefor and intends merely to avoid litigation and resolve this dispute.

Dated: 01/03/24 2024

Hector BR  
Hector Ismael Bello Ruiz

Dated: 1/3, 2024

**CITY OF GRAND RAPIDS, MN**

By: [Signature]

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 8, 2024

**AGENDA ITEM:** Approve hiring of PT Seasonal Warming House Attendant

**PREPARED BY:** Chery Pierzina, Human Resources Director

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### **BACKGROUND:**

The following individual will be hired as PT Seasonal Warming House Attendant. He will work from January 9, 2024 – March 15, 2024, at the wage specified below:

#### **New Hire:**

Jack (Christopher) Hoover, new hire @ \$15.00/hour

### **REQUESTED COUNCIL ACTION:**

Make a motion to hire PT Seasonal Warming House Attendant as listed above, with specified dates and rates of pay, for the 2024 winter season.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 8, 2024

**AGENDA ITEM:** Consider accepting the resignation of Seth Jetland from his position as GIS Technician and resignation of Michael LeClaire from his position as GIS Coordinator.

**PREPARED BY:** Chery Pierzina, Human Resources Officer

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### **BACKGROUND:**

As part of our continued effort to collaborate and save costs, Grand Rapids Public Utilities (GRPU) and the City of Grand Rapids have been discussing forming a shared Information Systems (IS) Department for the past several months. The newly-formed IS Department will provide services to both GRPU and the City of Grand Rapids.

The shared services model for an IS Department does not create new positions for either agency, but rather brings together employees working in IS that are currently under separate departments. Having one department for these employees will help better manage the multiple projects going on at the two agencies.

The IS Department is co-funded by GRPU and the City, similar to the shared funding of Human Resources and IT staff. Whereas Human Resources and IT employees are City employees, the IS Department will fall under the GRPU organizational chart and GRPU will act as the employer for the positions within the IS Department. The costs associated with the formation of the new IS Department have been included in the 2024 budget.

Because of this collaboration and movement of our current employees to the Information Systems Department at Grand Rapids Public Utilities, it is necessary to act on the resignation from Seth Jetland from his position as GIS Technician effective December 28, 2023, and the resignation from Michael LeClaire from his position as GIS Coordinator effective December 28, 2023.

**REQUESTED COUNCIL ACTION:**

Make a motion to accept the resignation from Seth Jetland from his position as GIS Technician effective December 28, 2023 and the resignation from Michael LeClaire from his position as GIS Coordinator effective December 28, 2023.

**Chery Pierzina**

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**From:** Seth Jetland  
**Sent:** Thursday, December 28, 2023 1:37 PM  
**To:** Chery Pierzina  
**Cc:** Matt Wegwerth, PE  
**Subject:** Resignation

Chery and Matt,

I am writing this to inform you that I am resigning as of today as the City of Grand Rapids GIS Tech. Thank you the opportunity with the City.

Have a wonderful day and a happy new year.

**Seth Jetland**

GIS Technician  
City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744-2662

**Office:** [218-326-7649](tel:218-326-7649)

**Fax:** [218-326-7621](tel:218-326-7621)

**Seth Jetland | GIS Technician**

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**City of Grand Rapids**

[sjetland@grandrapidsmn.gov](mailto:sjetland@grandrapidsmn.gov)

[cityofgrandrapidsmn.com](http://cityofgrandrapidsmn.com)

Office: 218-326-7649 • Fax: 218-326-7621

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420 North Pokegama Avenue • Grand Rapids • MN • 55744-2662

To Whom It May Concern,

This letter is to serve as my formal resignation effective immediately from my employment of the position as GIS Coordinator from the City of Grand Rapids. As I begin a new role with the Grand Rapids Public Utilities on Friday December 29<sup>th</sup>, 2023; I still look forward to working with everyone that I have known over the last 17+ years as a City employee.

Your Truly

A handwritten signature in dark ink, appearing to read 'Mike LeClaire', with a large, stylized initial 'M'.

Mike LeClaire





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 8, 2024

**AGENDA ITEM:** Consider approving the final payment for the Grand Rapids Library Façade Repair project in the amount of \$239,808.60 and Balancing Change Order 1.

**PREPARED BY:** Jon Peterson

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### BACKGROUND:

Grand Rapids Library Façade Repair Project is complete, and the approval of these items will close out the project. Attached are the final pay requests # 2,3,4 and change order 1.

### REQUESTED COUNCIL ACTION:

Make a motion approving the final payment for the Library Façade Repair project in the amount of \$239,808.60 and accepting Change Order 1.



# Document G702™ – 1992

Item 25.

## Application and Certificate for Payment

<b>TO OWNER:</b> City of Grand Rapids 140 NE 2nd Street Grand Rapids, MN 55744	<b>PROJECT:</b> Grand Rapids Library Façade Repair Project	<b>APPLICATION NO:</b> 2 <b>PERIOD TO:</b> 9/30/23 <b>CONTRACT FOR:</b> Grand Rapids Library	<b>Distribution to:</b> OWNER <input type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
<b>FROM CONTRACTOR:</b> Building Restoration Corporation 1920 Oakcrest Ave, Suite 1 Roseville, MN 55113	<b>VIA ARCHITECT:</b> Encompass, Inc. 5435 Feltl Road Minnetonka, MN 55343	<b>CONTRACT DATE:</b> 5/23/23 <b>PROJECT NOS:</b> 22-8040-001 - Encompass Job # 23615 - BRC Job#	



### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM .....	\$ 364,974.00
2. NET CHANGE BY CHANGE ORDERS .....	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) .....	\$ 364,974.00
4. TOTAL COMPLETED & STORED TO DATE (Column G of G703) .....	\$ 231,202.00
5. RETAINAGE:	
a. 5% of Completed Work (Column D + E on G703) .....	\$ 11,560.10
b. 5% % of Stored Material (Column F on G703) .....	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703) .....	\$ 11,560.10
6. TOTAL EARNED LESS RETAINAGE .....	\$ 219,641.90
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$ 96,645.40
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE .....	\$ 122,996.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE .....	145,332.10
(Line 3 minus Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>NET CHANGES by Change Order</b>		<b>\$0.00</b>

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


**CONTRACTOR:**   
By: \_\_\_\_\_ Date: 9/27/23  
State of: Minnesota  
County of: Ramsey  
Subscribed and sworn to before me this 27th day of September  
Notary Public:   
My Commission expires: Jan 31, 2027



### ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$ 122,996.50  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)  
**ARCHITECT:**

By:  Date: 2023-10-12  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



# Document G703™ – 1992

Item 25.

## Continuation Sheet

AIA Document G702™–1992, Application and Certification for Payment, or G736™–2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.  
In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 002  
APPLICATION DATE: 9/27/23  
PERIOD TO: 9/30/23  
ARCHITECT'S PROJECT NO: 22-8040-001 - Encompass Job #

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK BRC JOB # 23615	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (5%)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Replace Building Sealant	52,000.00	20,800.00	10,400.00		31,200.00	60%	20,800.00	1,560.00
	Repair Flashing at Bay Windows	7,050.00	2,820.00			2,820.00	40%	4,230.00	141.00
	Repair Capstones	54,650.00	40,988.00	5,465.00		46,453.00	85%	8,197.00	2,322.65
	Reset Operable Window Units	5,270.00		5,270.00		5,270.00	100%		263.50
	Clean Masonry and Apply Water Repellent	21,250.00						21,250.00	
	Replace Sealants / Gaskets @ Skylights	38,400.00		38,400.00		38,400.00	100%		1,920.00
	Spot Brick Replacement	2,850.00						2,850.00	
	Spot Tuckpointing	37,800.00		15,000.00		15,000.00	40%	22,800.00	750.00
	Paint Lintels / Service Gates	12,338.00	12,338.00			12,338.00	100%		616.90
	Misc. Labor	4,600.00						4,600.00	
	Rigging	33,720.00	13,488.00	11,465.00		24,953.00	74%	8,767.00	1,247.65
	Mobilization / Demobilization	22,596.00	11,298.00			11,298.00	50%	11,298.00	
	A1: Skylight Thru-Wall Flashing	72,450.00		43,470.00		43,470.00	60%	28,980.00	2,173.50
	<b>GRAND TOTAL</b>	<b>364,974.00</b>	<b>101,732.00</b>	<b>129,470.00</b>		<b>231,202.00</b>	<b>0.63</b>	<b>133,772.00</b>	<b>10,995.20</b>





# Document G702™ – 1992

Item 25.

## Application and Certificate for Payment

<b>TO OWNER:</b> City of Grand Rapids 140 NE 2nd Street Grand Rapids, MN 55744	<b>PROJECT:</b> Grand Rapids Library Façade Repair Project	<b>APPLICATION NO:</b> 3 - Revised <b>PERIOD TO:</b> 13/31/2023 <b>CONTRACT FOR:</b> Grand Rapids Library	<b>Distribution to:</b> OWNER <input type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
<b>FROM CONTRACTOR:</b> Building Restoration Corporation 1920 Oakcrest Ave, Suite 1 Roseville, MN 55113	<b>VIA ARCHITECT:</b> Encompass, Inc. 5435 Feltl Road Minnetonka, MN 55343	<b>CONTRACT DATE:</b> 5/23/23 <b>PROJECT NOS:</b> 22-8040-001 - Encompass Job # 23615 - BRC Job#	

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.


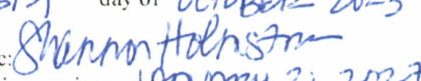
1. ORIGINAL CONTRACT SUM	\$ 364,974.00
2. NET CHANGE BY CHANGE ORDERS	\$ -28,520.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 336,454.00
4. TOTAL COMPLETED & STORED TO DATE (Column G of G703)	\$ 336,454.00
5. RETAINAGE:	
a. 5% of Completed Work (Column D + E on G703)	\$ 16,822.70
b. 5% of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 16,822.70
6. TOTAL EARNED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$ 319,631.30
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 219,641.90
8. CURRENT PAYMENT DUE	\$ 99,989.40
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	16,822.70

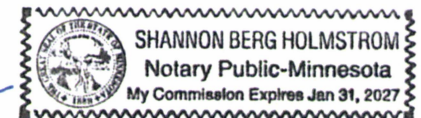
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$28,520.00
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$28,520.00</b>
<b>NET CHANGES by Change Order</b>		<b>-\$28,520.00</b>

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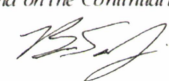
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

**CONTRACTOR:**   
By: \_\_\_\_\_ Date: 10/31/23  
State of: Minnesota  
County of: Ramsey  
Subscribed and sworn to before me this 31st day of OCTOBER 2023  
Notary Public:   
My Commission expires: JANUARY 31, 2027



### ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 99,989.40  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)  
**ARCHITECT:**   
By: \_\_\_\_\_ Date: 12/11/2023

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



# Document G703™ – 1992

Item 25.

## Continuation Sheet

AIA Document G702™–1992, Application and Certification for Payment, or G736™–2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.  
In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3 - Revised

APPLICATION DATE: 10/31/23

PERIOD TO: 10/31/23

ARCHITECT'S PROJECT NO: 22-8040-001 - Encompass Job #

A ITEM NO.	B DESCRIPTION OF WORK BRC JOB # 23615	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (5%)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Replace Building Sealant	52,000.00	20,800.00	31,200.00		52,000.00	100%		2,600.00
2	Repair Flashing at Bay Windows	7,050.00	2,820.00	4,230.00		7,050.00	100%		352.50
3	Repair Capstones	54,650.00	46,453.00	8,197.00		54,650.00	100%		2,732.50
4	Reset Operable Window Units	5,270.00	5,270.00			5,270.00	100%		263.50
5	Clean Masonry and Apply Water Repellent	21,250.00		21,250.00		21,250.00	100%		1,062.50
6	Replace Sealants / Gaskets @ Skylights	38,400.00	38,400.00			38,400.00	100%		1,920.00
7	Spot Brick Replacement	2,850.00		380.00		380.00	13%	2,470.00	19.00
8	Spot Tuckpointing	37,800.00	15,000.00			15,000.00	40%	22,800.00	750.00
9	Paint Lintels / Service Gates	12,338.00	12,338.00			12,338.00	100%		616.90
10	Misc. Labor	4,600.00		1,350.00		1,350.00	29%	3,250.00	67.50
11	Rigging	33,720.00	24,953.00	8,767.00		33,720.00	100%		1,686.00
12	Mobilization / Demobilization	22,596.00	11,298.00	11,298.00		22,596.00	100%		1,129.80
13	A1: Skylight Thru-Wall Flashing	72,450.00	43,470.00	28,980.00		72,450.00	100%		3,622.50
	<b>GRAND TOTAL</b>	<b>364,974.00</b>	<b>220,802.00</b>	<b>115,652.00</b>		<b>336,454.00</b>	<b>0.92</b>	<b>28,520.00</b>	<b>16,822.70</b>

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# Document G702™ – 1992

Item 25.

## Application and Certificate for Payment

<b>TO OWNER:</b> City of Grand Rapids 140 NE 2nd Street Grand Rapids, MN 55744	<b>PROJECT:</b> Grand Rapids Library Façade Repair Project	<b>APPLICATION NO:</b> 4- Retainage <b>PERIOD TO:</b> 11/30/23 <b>CONTRACT FOR:</b> Grand Rapids Library	<b>Distribution to:</b> OWNER <input type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
<b>FROM CONTRACTOR:</b> Building Restoration Corporation 1920 Oakcrest Ave, Suite 1 Roseville, MN 55113	<b>VIA ARCHITECT:</b> Encompass, Inc. 5435 Feltl Road Minnetonka, MN 55343	<b>CONTRACT DATE:</b> 5/23/23 <b>PROJECT NOS:</b> 22-8040-001 - Encompass Job # 23615 - BRC Job#	

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 364,974.00
2. NET CHANGE BY CHANGE ORDERS	\$ -28,520.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 336,454.00
4. TOTAL COMPLETED & STORED TO DATE (Column G of G703)	\$ 336,454.00
5. RETAINAGE:	
a. 5% of Completed Work (Column D + E on G703)	\$ 0.00
b. 5% of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$ 336,454.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 319,631.30
8. CURRENT PAYMENT DUE	\$ 16,822.70
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$28,520.00
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$28,520.00</b>
<b>NET CHANGES by Change Order</b>		<b>-\$28,520.00</b>


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

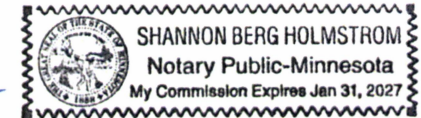
**CONTRACTOR:**  By: \_\_\_\_\_ Date: 11/16/23

State of: Minnesota

County of: Ramsey

Subscribed and sworn to before  
me this 16th day of November 2023

Notary Public:   
My Commission expires: January 31, 2027



### ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 16,822.70

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

**ARCHITECT:**  By: \_\_\_\_\_ Date: 12/11/2023

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

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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# Document G703™ – 1992

Item 25.

## Continuation Sheet

AIA Document G702™–1992, Application and Certification for Payment, or G736™–2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4 - Retainage

APPLICATION DATE: 11/16/23

PERIOD TO: 11/30/23

ARCHITECT'S PROJECT NO: 22-8040-001 - Encompass Job #

A ITEM NO.	B DESCRIPTION OF WORK BRC JOB # 23615	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (5%)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
1	Replace Building Sealant	52,000.00	52,000.00			52,000.00	100%		2,600.00
2	Repair Flashing at Bay Windows	7,050.00	7,050.00			7,050.00	100%		352.50
3	Repair Capstones	54,650.00	54,650.00			54,650.00	100%		2,732.50
4	Reset Operable Window Units	5,270.00	5,270.00			5,270.00	100%		263.50
5	Clean Masonry and Apply Water Repellent	21,250.00	21,250.00			21,250.00	100%		1,062.50
6	Replace Sealants / Gaskets @ Skylights	38,400.00	38,400.00			38,400.00	100%		1,920.00
7	Spot Brick Replacement	2,850.00	380.00			380.00	13%	2,470.00	19.00
8	Spot Tuckpointing	37,800.00	15,000.00			15,000.00	40%	22,800.00	750.00
9	Paint Lintels / Service Gates	12,338.00	12,338.00			12,338.00	100%		616.90
10	Misc. Labor	4,600.00	1,350.00			1,350.00	29%	3,250.00	67.50
11	Rigging	33,720.00	33,720.00			33,720.00	100%		1,686.00
12	Mobilization / Demobilization	22,596.00	22,596.00			22,596.00	100%		1,129.80
13	AI: Skylight Thru-Wall Flashing	72,450.00	72,450.00			72,450.00	100%		3,622.50
CO1	Deduct for items 7, 8, and 10	-28,520.00							
	<b>GRAND TOTAL</b>	<b>336,454.00</b>	<b>336,454.00</b>			<b>336,454.00</b>	<b>1.00</b>	<b>28,520.00</b>	<b>16,822.70</b>





Building Restoration Corporation  
1920 Oakcrest Ave #1  
Roseville, MN 55113  
Office: 612-789-2800

## Change Order Request #1

**Job Name:** Grand Rapids Library

**Address:** 140 NE 2nd St

**City, State:** Grand Rapids, MN

**Contact:** Mark Bailey  
612-638-1845  
mark@buildingrestoration.com

**Date of CO:** 11/16/2023

**BRC Job #:** 23615

**Change Order #:** 1

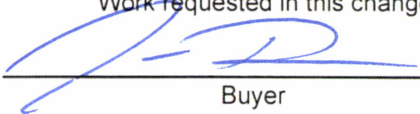
**Description of this Change Order:**

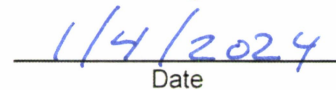
Deduct for work not completed for SOV work items 7, 8, and 10. QTY allowances not satisfied.

Description of Changes	Qty	Units	Unit Price	Cost
SOV work item 7 - brick replacement deduct	1	Deduct	-\$ 2,470.00	-\$ 2,470.00
SOV work item 8 - repointing QTY deduct	1	Deduct	-\$ 22,800.00	-\$ 22,800.00
SOV work item 10 - misc. labor allowance deduct	1	Deduct	-\$ 3,250.00	-\$ 3,250.00
<b>Total:</b>				<b>-\$ 28,520.00</b>
<b>Original Contract:</b>				<b>\$ 364,974.00</b>
<b>Previous Accepted Change Orders:</b>				
<b>Total Amount This Change Order:</b>				<b>-\$ 28,520.00</b>
<b>Updated Contract Total if Accepted:</b>				<b>\$ 336,454.00</b>
This change order will increase the time needed to finish the job by <u>0</u> days.				

Authorization to proceed and add this amount to current contract amount.

Work requested in this change order will not commence until authorization is signed.

  
Buyer

  
Date



Ben Sandvig, Project Engineer  
12/11/2023





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 8, 2024

**AGENDA ITEM:** Consider approving changes to Social Media Policy

**PREPARED BY:** Kimberly Gibeau

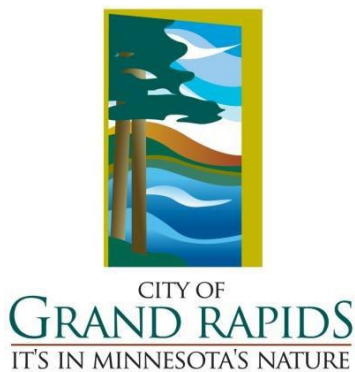
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### BACKGROUND:

City staff are recommending changes to the City's Social Media Policy that will more accurately reflect intent and practice, specifically relative to retention. A redlined version is attached for review.

### REQUESTED COUNCIL ACTION:

Make a motion to approve changes to the City's Social Media Policy as presented.



## Social Media Policy

### Overview

The City of Grand Rapids intends to use social media websites as additional communication channels to help promote its programs, events, and services, and represent itself appropriately and consistently on the Internet. Social media technology is an effective medium for the City to distribute news of an event quickly and will not be used as a forum for public discussion.

A social media presence is yet another way government can communicate to the broadest possible audience of those it serves. The City of Grand Rapids' intent is to increase transparency, immediacy, and feedback to the community and to address the fast-changing landscape of the Internet and the way residents obtain information online.

The best, most appropriate, City of Grand Rapids uses of social media tools fall into two categories:

- Channels to supplement information from other City communications sources, such as the website, and draw more eyes back to those communication sources, and to broadcast the City's messages to the widest possible audience
- Channels for disseminating time-sensitive information as quickly as possible (i.e. emergency information)

### General Technicalities

All City of Grand Rapids social media pages will adhere to the content standards below.

- The City has a "page" in Facebook, not a "group." Facebook pages offer distinct advantages, including greater visibility, customization, and measurability.
- The type of page is "government."
- The City's web team will standardize and provide all City Facebook page displays to include the City logo and other pertinent information.
- Any City Facebook page will be based on a template that includes consistent City branding and style. The web team will provide departments with the template.
- Departments will use proper grammar and standard AP style, avoiding jargon and abbreviations. Facebook is more casual than most other communications tools but still represents the City at all times.

- An application shall not be used unless it serves a business purpose, adds to the user experience, comes from a trusted source, and is approved by the IT Director, or City Administrator.
- All new social media tools proposed for City use will be approved by the City Administrator, IT Director, or the appropriate Department Head.
- Employees representing the City of Grand Rapids on the City's social media sites must conduct themselves professionally at all times as representatives of the City.
- Elected officials should comply with the guidelines outlined in the City's Technology, Communications, and Social Media Policies.

### **Social Media Administrators**

A successful social media page requires monitoring. Each City department shall appoint one or two of its staff as the assigned administrator(s) (AA), who will be responsible for monitoring the social page. Posts shall be approved by the AA or a designated alternate.

Posts and monitoring shall be done during office hours, with the exception of emergency situations.

**AFTER HOURS:** In the event of an emergency need for an after-hours posting, designated communications department staff shall be contacted to post information on the City's website followed by social media.

### **Employee Access to Social Media Sites**

Designated AA employees are allowed to use personal logins/accounts to access social media sites as part of their work duties. Use of personal mobile devices and access of personal social media sites should be minimal while at work in accordance with the Personnel Policy Manual. Authorization during work time is for the expressed purpose of allowing social media editors to conduct their work.

Social media accounts are considered a city asset, and logins to those accounts must be securely administered in accordance with City technology policies

## **City's Social Media Posts**

### **Accuracy and Timeliness**

The City of Grand Rapids will make every effort to ensure the accuracy of the information provided on its social media pages. However, several factors that are beyond the City control (including unauthorized modification of electronic data, transmission errors, browser incompatibilities, information that has been cached on the local computer or storage device, or other aspects of electronic communication in an evolving and time-sensitive environment) can affect the quality of the information displayed on the site.

For that reason, the City does not guarantee the accuracy of the information provided on its social media page and is not liable for reliance on this information.

The City's timeliness of posts may also vary based on staff availability.

Therefore, a disclaimer shall be posted on any social media site, stating:

Item 26.

*This social media page is intended to get information out to a wide number of people quickly, not as an in-depth or complete source of information, but as an evolving supplement to the City of Grand Rapids' website ([www.cityofgrandrapidsmn.com](http://www.cityofgrandrapidsmn.com)), newsletter, press releases, and in-person communications. Staff will post within office hours (Monday- Friday, 8 am-4:30 pm) and within the varying perimeters of staff availability.*

### **Data Practices Concerns**

Any content maintained in a social media format that is related to City business, including a list of subscribers, is a public record. The department maintaining the site is responsible for responding completely and accurately to any public records request for public records on social media. Content related to City business shall be maintained in an accessible format so that it can be produced in response to a request.

Content posted to social media sites will be transitory in nature, in order to adhere to the City's records retention policy. All posts to social media sites will be discarded after three months of viewing.

A social media account shall not be used by the City or any City employee or representative to disclose private, confidential, and non-public information.

### **Employee Conduct**

All City employees have a responsibility to help communicate accurate and timely information to the public in a professional manner. When using social media, City employees must follow all policies outlined here and in the Personnel Policy Manual.

Social media platforms provide new ways to engage with citizens and customers to build stronger relationships, civic engagement, and "connectedness." Employees designated to participate in social media are expected to follow these principles:

- Postings shall be related to that department's specific function and subject matter expertise.
- Postings shall be factual, respectful, on-point, and reasonably avoid being thought of as spam, off-topic, or offensive.
- Per the City's communications policy (see applicable section of the Personnel Policy Manual), employees must notify the City's Communications department of any media contacts received related to their posts. Further, under no circumstances shall non-department head personnel comment to reporters regarding matters of City policy, opinion, or interpretation.
- Employees shall not use the City's social media sites to copy or transmit any documents, images, software, or other information protected by a copyright owned by someone or an entity other than the City of Grand Rapids without proper authorization from the copyright owner. Copyright protection applies to any document, image, software or information unless it is specifically marked as public, not copyrighted, or freeware. In the absence of any specific copyright markings, material or information should be assumed

to be copyright-protected. It is the employee's responsibility to obtain proper authorization from the copyright owner before using the electronic communications system to copy or transmit original copyrighted material.

- City social media sites or equipment may not be used by staff as a platform to share personal opinions or for political purposes, private business or charitable activities, commercial or personal transactions, promotion of religious views, or for any other purpose prohibited by law.
- Replies to individual constituent inquiries received via social media sites must be retained per the City's record retention schedule.
- Decisions to remove posts that violate the City's social media policy shall be made by the appropriate department head, or the City Administrator. Employees monitoring City social media pages must bring questionable posts to the attention of their department head or the City Administrator immediately.
- Employees who are asked by organizations to post information on the City's social media sites shall refer the request to the City Administrator, or the appropriate Department Head.

### **Guidelines for Personal Communications**

While every individual has a right to speak out on the issues facing the community, state, and nation, employees must take great care to make it clear that their personal opinions are their own and do not represent the official policy position of the City. It is important for employees to remember that their personal communications may reflect on the City, especially if they are commenting on City business, supervisors, or policies.

The following guidelines apply to personal communications including various forms of social media, letters to the editor of newspapers, personal endorsements, email, City correspondence, newsletters, and cable television.

- All City employees are expected to actively protect any information considered private or protected under Data Privacy and HIPAA Compliance laws. (Questions should be directed to the City of Grand Rapids' Human Resources Director.)
- Employees MUST NOT post information, images, or icons obtained in their official capacity with the City on their personal social media pages and/or accounts without prior approval from the appropriate Department Head AND the City Administrator. For example, employees shall not post photos, icons, or information from an incident/call on his/her personal social media sites.
- If you wish to write an opinion based upon your work experience, you shall not make reference to the City if you are not discussing City business. For example, write, "As a police officer..." rather than, "As a City of Grand Rapids police officer..." or "As a public employee ..." rather than "As a City of Grand Rapids employee...."
- Employees shall not comment on social media or publish something related to City business without identifying themselves and using a disclaimer such as, "I am an employee of the City of Grand Rapids. However, these are my own opinions and do not represent those of the City of Grand Rapids."
- The City of Grand Rapids expects its employees to be truthful, courteous and respectful toward supervisors, coworkers, citizens, customers and other persons associated with the City. Do not engage in name-calling or personal attacks.
- Refrain from making comments about the workplace, policies, or supervisors, or discussing internal employment issues on social media. Assume anything written

about a coworker or supervisor will be read by that coworker, your supervisor, and many others.

- Remember that what you write or post is public, and will be so for a long time. It also may be spread to large audiences without your knowledge or permission. Refrain from sending or posting information – including images or icons – that you would not want your supervisor or other employees to read, or that you would be embarrassed to see in the newspaper or viewed by your parents, spouse, or loved ones.
- City resources, working time, or official City positions must not be used for personal profit or business interests, for promotion of religious views, or to participate in personal political activity. For example, an employee must not use any City logo (including the Pokegama Golf Course logo or public safety badges or logos), email, or working time to promote his/her side business or for personal gain.
- Personal social media account names or email names shall not be tied to the City (eg, using your City email address when posting).

### **Social Media Guidelines For Elected Officials**

Elected officials should comply with the following guidelines when using City of Grand Rapids social media sites:

- Elected officials shall not use official City social media sites for campaigning purposes.
- Elected officials shall not post comments or links to any content that endorses or opposes political candidates or ballot propositions, including links to an elected official's campaign site.
- Elected officials should be mindful of the risks of electronic communication in relation to the Minnesota Data Practices Act and the Open Meeting Law; two-way communication between elected officials should be strictly avoided.
- Elected officials should not use social media as a mechanism for conducting official City business other than to informally communicate with the public.
- Elected officials should reveal that they are elected officials for the City if/when making a post and be honest, straightforward, and respectful.
- Elected officials should be sure that efforts to be honest don't result in sharing non-public information related to coworkers, personnel data, medical information, claims or lawsuits, or other non-public or confidential information.
- Elected officials should add value to any social media discussion by staying focused on the issue.
- To help prevent errors, elected officials should not post official information (eg, incorrect information about a new city ordinance) about the City, as it could create liability issues.
- If an elected official makes a mistake, it should be corrected as soon as the official is made aware of the error. Corrections should be upfront and as timely as possible. If you modify an earlier post, make it clear the posting has been corrected. Consider designing corrections with "Fixed link" or "Fact correction" prior to the correction.
- Elected officials who are contacted by the media on a topic of official City business should follow City communications protocols.

*Adopted by: City Council on June 27, 2022*



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 8, 2024

**AGENDA ITEM:** Consider acknowledging notice of intent to amend City Council By-Laws

**PREPARED BY:** Kimberly Gibeau

---

### BACKGROUND:

The City Council By-Laws require notice of intent to amend prior to taking action on the requested change.

### SUSPENSION OR AMENDMENT OF THESE RULES:

These rules, or any of them, may be temporarily suspended by a majority vote of all the Council members, (unless governed by Minnesota State Statute) and shall not be repealed or amended except by a majority vote of the whole Council after notice has been given at a preceding Council meeting.

### REQUESTED COUNCIL ACTION:

Make a motion to acknowledging intent to amend City Council By-Laws at the next regular meeting on January 22, 2024.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 1-8-2024

**AGENDA ITEM:** Consider an agreement with MacRostie Art for assistance with the Arts & Culture Commission

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

---

**BACKGROUND:**

The Arts & Culture Commission needs the assistance of professionals with background in the arts. MacRostie Arts has that capacity. Attached is an agreement to provide such services.

**REQUESTED COUNCIL ACTION:**

Make a motion to approve the attached agreement with MacRostie Arts for professional services.



## AGREEMENT

This Agreement is between the City of Grand Rapids (“City”) and MacRostie Art Center (“Center”) located at 405 NW 1<sup>st</sup> Avenue, in Grand Rapids, Minnesota.

WHEREAS, City wishes to utilize Center staff to assist in day to day work of the Arts and Cultural Commission for the City of Grand Rapids; and

WHEREAS, Center has the staffing to provide assistance;

NOW, THEREFORE, in exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Scope of Work.

Center shall execute work tasks as directed by the City Administrator for work related to the Grand Rapids Arts and Culture Commission.

2. Term of Contract. This contract shall be in effect from date of approval until December 30, 2024.

3. Compensation. The Center shall be paid a rate of \$50/hour in calendar year 2024. Center shall invoice the City monthly or Yearly.

4. Insurance. City waives any insurance requirements for Center.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date set forth below.

**City of Grand Rapids:**

**MacRostie Art Center:**

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

\_\_\_\_\_

Name:\_\_\_\_\_

Printed Name:\_\_\_\_\_

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

\_\_\_\_\_

Name:\_\_\_\_\_

Printed Name:\_\_\_\_\_



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

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

**DRAFT**

**Contract Change Order #004: CE #085 - FWO; Rain gutter outside mechanical room at SW side of building**

<b>CONTRACT COMPANY:</b>	Thelen Heating & Roofing, Inc. 1717 13th Street S.E. Brainerd, Minnesota 56401	<b>CONTRACT FOR:</b>	SC-S19041C-004:WS 04 Roofing - Thelen
<b>DATE CREATED:</b>	1/05/2024	<b>CREATED BY:</b>	Sean Lewis (ICS - Park Rapids, MN)
<b>CONTRACT STATUS:</b>	Draft	<b>REVISION:</b>	0
<b>REQUEST RECEIVED FROM:</b>		<b>LOCATION</b>	
<b>DESIGNATED REVIEWER:</b>	Sean Lewis (ICS - Park Rapids, MN)	<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>	01/09/2024	<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>REFERENCE:</b>	FWO add rain gutter at SW side of building	<b>CHANGE REASON:</b>	Field Work Order
<b>PAID IN FULL:</b>	No	<b>EXECUTED:</b>	No
<b>ACCOUNTING METHOD:</b>	Amount Based	<b>SCHEDULE IMPACT:</b>	0 days
<b>FIELD CHANGE:</b>	No	<b>TOTAL AMOUNT:</b>	\$2,408.00

**DESCRIPTION:**  
CE #085 - FWO; Rain gutter outside mechanical room at SW side of building

**ATTACHMENTS:**

[CE#085.pdf](#)

**CHANGE ORDER LINE ITEMS:**

**CCO #004**

#	Cost Code	Description	Type	Amount
1	5--5.04 - Work Scope 04	FWO; Rain gutter outside mechanical room at SW side of building	Other	\$ 2,408.00
Subtotal:				\$2,408.00
Grand Total:				\$2,408.00

The original (Contract Sum)	\$ 728,000.00
Net change by previously authorized Change Orders	(\$9,153.00)
The contract sum prior to this Change Order was	\$ 718,847.00
The contract sum would be changed by this Change Order in the amount of	\$ 2,408.00
The new contract sum including this Change Order will be	\$ 721,255.00
The contract time will not be changed by this Change Order by 0 days	

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

Thelen Heating & Roofing, Inc.  
1717 13th Street S.E.  
Brainerd Minnesota 56401

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

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

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

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

DRAFT

Contract Change Order #003: CE #100 - PR 65 Hall 205 RCP Change

CONTRACT COMPANY:	Summit Companies - Duluth Office 1902 West First Street Duluth, Minnesota 55802	CONTRACT FOR:	SC-S19041C-006:WS 06 Fire Protection - Summit
DATE CREATED:	1/05/2024	CREATED BY:	Sean Lewis (ICS - Park Rapids, MN)
CONTRACT STATUS:	Draft	REVISION:	0
REQUEST RECEIVED FROM:	LOCATION		
DESIGNATED REVIEWER:	Sean Lewis (ICS - Park Rapids, MN)	REVIEWED BY:	
DUE DATE:	01/09/2024	REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:	PR 65 Hall 205 RCP	CHANGE REASON:	Design Development
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$800.00

DESCRIPTION:

CE #100 - PR 65 Hall 205 RCP Change

See the attached PR. Provide a Quote with a detailed cost breakdown.

ATTACHMENTS:

[17073.3 - RFP 65 - Hall 205 RCP Field Change.pdf](#)

CHANGE ORDER LINE ITEMS:

CCO #003

#	Cost Code	Description	Type	Amount
1	5--5.06 - Work Scope 06	PR 65 Hall 205 RCP Change	Other	\$ 800.00
Subtotal:				\$800.00
Grand Total:				\$800.00

The original (Contract Sum)	\$ 195,900.00
Net change by previously authorized Change Orders	\$ 10,600.00
The contract sum prior to this Change Order was	\$ 206,500.00
The contract sum would be changed by this Change Order in the amount of	\$ 800.00
The new contract sum including this Change Order will be	\$ 207,300.00
The contract time will not be changed by this Change Order by 0 days	

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

Summit Companies - Duluth  
Office  
1902 West First Street  
Duluth Minnesota 55802

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

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

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

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

**DRAFT**

**Contract Change Order #011: CE #090 - PR 61 Existing Dampers**

<b>CONTRACT COMPANY:</b>	<b>Rapids Plumbing and Heating</b> 25767 US Hwy 2 Grand Rapids, Minnesota 55744	<b>CONTRACT FOR:</b>	SC-S19041C-007:WS 07 - Mechanical - Rapids P & H
<b>DATE CREATED:</b>	1/05/2024	<b>CREATED BY:</b>	Sean Lewis (ICS - Park Rapids, MN)
<b>CONTRACT STATUS:</b>	Draft	<b>REVISION:</b>	0
<b>REQUEST RECEIVED FROM:</b>		<b>LOCATION</b>	
<b>DESIGNATED REVIEWER:</b>	Sean Lewis (ICS - Park Rapids, MN)	<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>	01/09/2024	<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>REFERENCE:</b>	PR 61 Existing Dampers	<b>CHANGE REASON:</b>	Existing Condition
<b>PAID IN FULL:</b>	No	<b>EXECUTED:</b>	No
<b>ACCOUNTING METHOD:</b>	Amount Based	<b>SCHEDULE IMPACT:</b>	0 days
<b>FIELD CHANGE:</b>	No	<b>TOTAL AMOUNT:</b>	\$10,499.07

**DESCRIPTION:**

CE #090 - PR 61 Existing Dampers

See the attached PR. Provide a Quote with a detailed cost breakdown.

**ATTACHMENTS:**

[RapidsPH-PR61QuoteWithComments.pdf](#) [17073.3 - RFP 61 - Existing Dampers.pdf](#)

**CHANGE ORDER LINE ITEMS:**

**CCO #011**

#	Cost Code	Description	Type	Amount
1	5--5.07 - Work Scope 07	PR 61 Existing Dampers	Other	\$ 10,499.07
<b>Subtotal:</b>				\$10,499.07
<b>Grand Total:</b>				<b>\$10,499.07</b>

The original (Contract Sum)	\$ 836,440.00
Net change by previously authorized Change Orders	\$ 195,585.31
The contract sum prior to this Change Order was	\$ 1,032,025.31
The contract sum would be changed by this Change Order in the amount of	\$ 10,499.07
The new contract sum including this Change Order will be	\$ 1,042,524.38
The contract time will not be changed by this Change Order by 0 days	

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

**Rapids Plumbing and Heating**  
25767 US Hwy 2  
Grand Rapids Minnesota 55744

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

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

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE



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

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

**DRAFT**

**Contract Change Order #016: CE #104 - PR 66 North (Family) Restrooms Exhaust Fans/Heaters/Lighting**

<b>CONTRACT COMPANY:</b>	Hart Electric 1959 Highway 37 Hibbing, Minnesota 55746	<b>CONTRACT FOR:</b>	SC-S19041C-008:WS 08 Electrical - Hart Electric
<b>DATE CREATED:</b>	1/05/2024	<b>CREATED BY:</b>	Sean Lewis (ICS - Park Rapids, MN)
<b>CONTRACT STATUS:</b>	Draft	<b>REVISION:</b>	0
<b>REQUEST RECEIVED FROM:</b>		<b>LOCATION</b>	
<b>DESIGNATED REVIEWER:</b>	Sean Lewis (ICS - Park Rapids, MN)	<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>	01/09/2024	<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>REFERENCE:</b>	PR 66	<b>CHANGE REASON:</b>	Client Request
<b>PAID IN FULL:</b>	No	<b>EXECUTED:</b>	No
<b>ACCOUNTING METHOD:</b>	Amount Based	<b>SCHEDULE IMPACT:</b>	0 days
<b>FIELD CHANGE:</b>	No	<b>TOTAL AMOUNT:</b>	\$2,526.00

**DESCRIPTION:**  
CE #104 - PR 66 North (Family) Restrooms Exhaust Fans/Heaters/Lighting  
See the attached PR. Provide a Quote with a detailed cost breakdown.

**ATTACHMENTS:**  
[Estimate 1548.pdf](#) [17073.3 - RFP 66 - Family Bathrooms.pdf](#)

**CHANGE ORDER LINE ITEMS:**  
**CCO #016**

#	Cost Code	Description	Type	Amount
1	5--5.08 - Work Scope 08	PR 66 North (Family) Restrooms Exhaust Fans/Heaters/Lighting	Other	\$ 2,526.00
Subtotal:				\$2,526.00
Grand Total:				\$2,526.00

The original (Contract Sum)	\$ 917,315.00
Net change by previously authorized Change Orders	\$ 57,177.63
The contract sum prior to this Change Order was	\$ 974,492.63
The contract sum would be changed by this Change Order in the amount of	\$ 2,526.00
The new contract sum including this Change Order will be	\$ 977,018.63
The contract time will not be changed by this Change Order by 0 days	

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

Hart Electric  
1959 Highway 37  
Hibbing Minnesota 55746

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

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

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE
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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 8, 2024

**AGENDA ITEM:** Consider approving change orders for Yanmar Arena Project

**PREPARED BY:** Glen Hodgson

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### BACKGROUND:

A total of 5 change orders related to the Yanmar Arena project are presented for Council approval.

Change Order 16 for Work Scope 8 (Electrical) with Hart Electric:

- Provides for the installation of new exhaust fans, electric heaters, and lighting in the remodeled “north family restrooms.”
- Increases Hart’s contract by \$2,526.00.

Change Order 2 for Work Scope 5 (Ice Plant) with Commercial Refrigeration Systems (CRS):

- Provides for additional programming and hardware in the ice plant control system such that off-hours alarms will now trigger phone calls to Arena Staff in addition to email notifications. Staff requested the phone notifications to provide more reliable and quicker response to an alarm situation.
- Increases the CRS contract by \$5,034.00.

Change Order 3 for Work Scope 6 (Fire Protection) with Summit Companies:

- Covers the cost of moving fire sprinkler heads when the acoustical ceiling grid in Hall 205 was deleted.
- Increases Summit’s contract by \$800.00.

Change Order 11 for Work Scope 7 (Mechanical) with Rapids Plumbing and Heating:

- Provides for the replacement and/or repair of several dampers in existing ductwork in the east venue.

- The existing dampers were found to be non-functional and needed to be repaired to bring the entire HVAC system up to code.
- Increases the Rapids P & H contract by \$10,499.07.

Change Order 4 for Work Scope 4 (Roofing) with Thelen Heating and Roofing:

- Provides for the installation of a rain gutter and downspout for a portion of the southwest side of the main building.
- The additional work will improve the direction of roof drainage away from the southwest entrance to the building.
- Increases Thelen's contract by \$2,408.00.

In total, these five change orders increase the project cost by \$21,267.07. Sufficient funds remain in the project contingency to cover these costs.

**REQUESTED COUNCIL ACTION:**

Make a motion approving all 5 of these change orders.



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

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

DRAFT

Contract Change Order #002: CE #102 - Ice Plant Phone Dialer

CONTRACT COMPANY:	Commercial Refrigeration Systems 104 East Chestnut Street Virginia, Minnesota 55792	CONTRACT FOR:	SC-S19041C-005:WS 05 Ice Rink - Commercial Refr
DATE CREATED:	1/05/2024	CREATED BY:	Sean Lewis (ICS - Park Rapids, MN)
CONTRACT STATUS:	Draft	REVISION:	0
REQUEST RECEIVED FROM:	LOCATION		
DESIGNATED REVIEWER:	Sean Lewis (ICS - Park Rapids, MN)	REVIEWED BY:	
DUE DATE:	01/09/2024	REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:	Ice Plant Phone Dialer	CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$5,034.00

DESCRIPTION:  
CE #102 - Ice Plant Phone Dialer  
Please provide a price to add a phone dialer to the new Ice Plant.

ATTACHMENTS:  
[Grand Rapids Arena Sensaphone alarm-1.pdf](#)

CHANGE ORDER LINE ITEMS:

CCO #002

#	Cost Code	Description	Type	Amount
1	5--5.05 - Work Scope 05	Ice Plant Phone Dialer	Other	\$ 5,034.00
Subtotal:				\$5,034.00
Grand Total:				\$5,034.00

The original (Contract Sum)	\$ 2,270,571.00
Net change by previously authorized Change Orders	\$ 4,593.00
The contract sum prior to this Change Order was	\$ 2,275,164.00
The contract sum would be changed by this Change Order in the amount of	\$ 5,034.00
The new contract sum including this Change Order will be	\$ 2,280,198.00
The contract time will not be changed by this Change Order by 0 days	

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

Commercial Refrigeration  
Systems  
104 East Chestnut Street  
Virginia Minnesota 55792

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

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

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE
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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 8, 2024

**AGENDA ITEM:** Consider adopting a resolution approving the conveyance of property to the Grand Rapids Economic Development Authority

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

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### BACKGROUND:

Last year GREDA completed its work with SRF Consulting Group and Economic Development Services in the development of an updated Downtown Plan. The process involved a significant amount of public engagement, including focus group sessions and design charettes involving Downtown businesses and property owners.

One of the many discussions in this process was the lack of connectivity and density of development between the established retail area lying between Hwy. 2 and 5<sup>th</sup> St. N., along 1<sup>st</sup> Ave. NW and the retail area on 1<sup>st</sup> Ave. NW and 3<sup>rd</sup> St. N. between 2<sup>nd</sup> St. N. and Pokegama Ave. Within the final plan, which also considered the availability of parking in the Downtown, it was recommended that the City consider the sale or lease and private development of property the City owned parcels in Block 36, shown on the attached map.

The Downtown Plan suggests that the development of a complementary business in this location would begin to bridge the void in development in this area and by doing so improve connectivity between the north and south retail areas.

The proposed resolution would transfer ownership of these two parcels to the Grand Rapids Economic Development Authority. Through this conveyance, GREDA would be tasked with sale and development of the property in accordance with the Downtown Plan.

### REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution approving the conveyance of property to the Grand Rapids Economic Development Authority

## RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING CONVEYANCE OF CERTAIN PARCELS  
OWNED BY THE CITY OF GRAND RAPIDS TO THE GRAND RAPIDS  
ECONOMIC DEVELOPMENT AUTHORITY

BE IT RESOLVED By the City Council ("Council") of the City of Grand Rapids, Minnesota ("City") as follows:

Section 1. Recitals.

1.01. The Grand Rapids Economic Development Authority ("Authority") has recently completed its work in the development of an updated Downtown Plan ("Plan"). The process of developing the Plan involved a very significant amount of public engagement, including focus group sessions and design charettes involving Downtown businesses and property owners.; and

1.02. The Plan identified a lack of connectivity and density of development between the established retail area lying between Hwy. 2 and 5<sup>th</sup> St. N., along 1<sup>st</sup> Ave. NW and the retail area on 1<sup>st</sup> Ave. NW and 3<sup>rd</sup> St. N. between 2<sup>nd</sup> St. N. and Pokegama Ave.; and

1.02 The Plan, which also gave consideration to the availability of public parking in the Downtown, recommended the City consider the sale or lease and private development of adjacent ("Parcels") owned by the City in Downtown Blocks 36 and 6 as described in Exhibit A, (Parcel No. 91-415-3630 and 91-410-0610) to bridge the void in this area with a complimentary business.; and

1.03. The City has tasked the Authority with such economic development responsibilities and so sees the Authority as in the best position to broker the sale and development of the Parcels in a manner consistent with the Plan.

Section 2. Conveyance of Subject Parcels Approved, Further Proceedings.

2.01. The Council approves the conveyance of the Parcels to the Authority in substantially the form presented to the Council, a Quit Claim Deed.

2.02 The Council hereby authorizes the Mayor in his or her discretion and at such time, if any, as they may deem appropriate, to execute the Quit Claim Deed to carry out, on behalf of the City.

Approved by the City Council of the City of Grand Rapids, Minnesota this 8th day of January 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

## **EXHIBIT A**

*Item 30.*

### **Subject Parcels**

PIN: 91-415-3630

Lots 5 and 8 less the North one foot (1') and all of lots 6-7, Block 36, Grand Rapids First Division according to the plat thereof on file in the office of the Register of Deeds, Itasca County, Minnesota.

AND

PIN: 91-410-0610

The North twenty-one feet (21') of Lots 6-7, Block 6, Town of Grand Rapids according to the plat thereof on file in the office of the Register of Deeds, Itasca County, Minnesota

## QUIT CLAIM DEED

STATE DEED TAX DUE HEREON: **\$1.65**

Date: \_\_\_\_\_, 2024

FOR VALUABLE CONSIDERATION, **The City of Grand Rapids**, a municipal corporation under the laws of Minnesota, Grantor, hereby conveys and quitclaims to **Grand Rapids Economic Development Authority**, a public body corporate and politic under the laws of Minnesota, Grantee, real property in Itasca County, Minnesota, for Parcel No.'s 91-415-3630 and 91-410-0610 described as follows:

**Lots 5 & 8 LESS the North 1' and all of Lots 4-7, Block 36, Grand Rapids First Division, Itasca County, Minnesota.**

**AND**

**N 21' of Lots 6 & 7, Block 6, Town of Grand Rapids, Itasca County, Minnesota.**

together with all hereditaments and appurtenances belonging thereto.

Grantor covenants and represents that:

- (1) This Deed conveys after-acquired title; and
- (2) Grantor has not made, done, executed or suffered any act or thing whereby the above-described property or any part thereof, now or at anytime hereafter, shall or may be imperiled, charged or encumbered in any manner, and Grantor will warrant the title to the above-described property against all persons claiming the same from or through Grantor as a result of any such act or thing, EXCEPT: easements, covenants, reservations, restrictions of record TOGETHER WITH THE FOLLOWING conditions and covenants: None.

Check if applicable:

- \_\_\_\_\_ The Seller Certifies that the Seller does not know of any wells on the described real property.
- \_\_\_\_\_ A well disclosure certificate accompanies this document.
- \_\_\_\_\_ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

## CITY OF GRAND RAPIDS

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

DALE CHRISTY  
Its Mayor

ATTEST: \_\_\_\_\_

KIMBERLY GIBEAU  
Its Clerk

[illegible]

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of January 2024, by Dale Christy, and Kimberly Gibeau, the Mayor and Clerk of the City of Grand Rapids, a Minnesota municipal corporation, on behalf of the corporation.

Chad B. Sterle  
Acknowledgement

Tax Statements for the real property described in this instrument should be sent to:

THIS INSTRUMENT WAS DRAFTED BY:

STERLE LAW OFFICE  
502 NW 5<sup>TH</sup> Avenue  
Grand Rapids, MN 55744  
218-326-9646

Economic Development Authority  
ATTN: Director Rob Mattei  
420 N Pokegama Avenue  
Grand Rapids, MN 55744



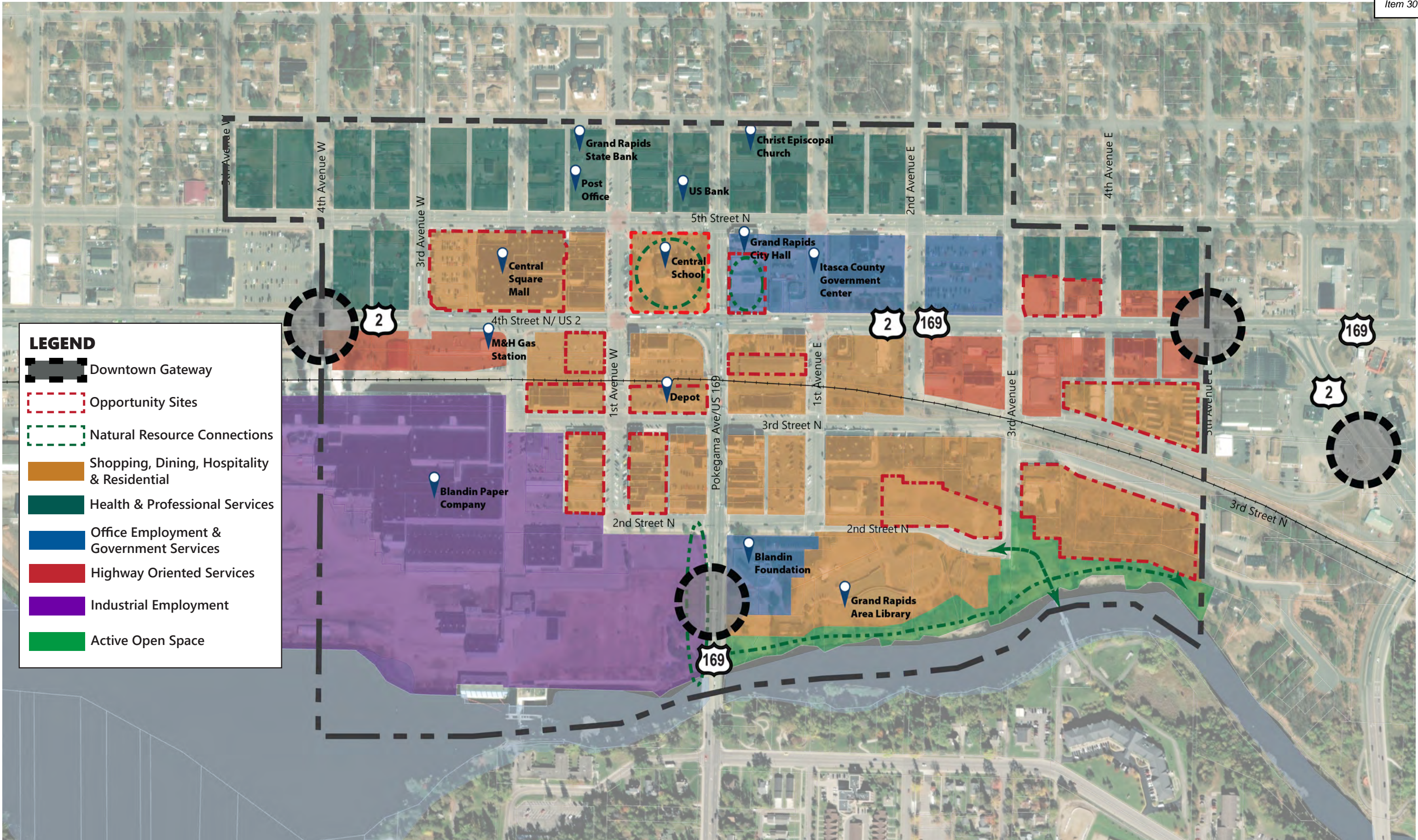
# Downtown Block 36

## City Parcels



City of Grand Rapids







OS5

Block 36

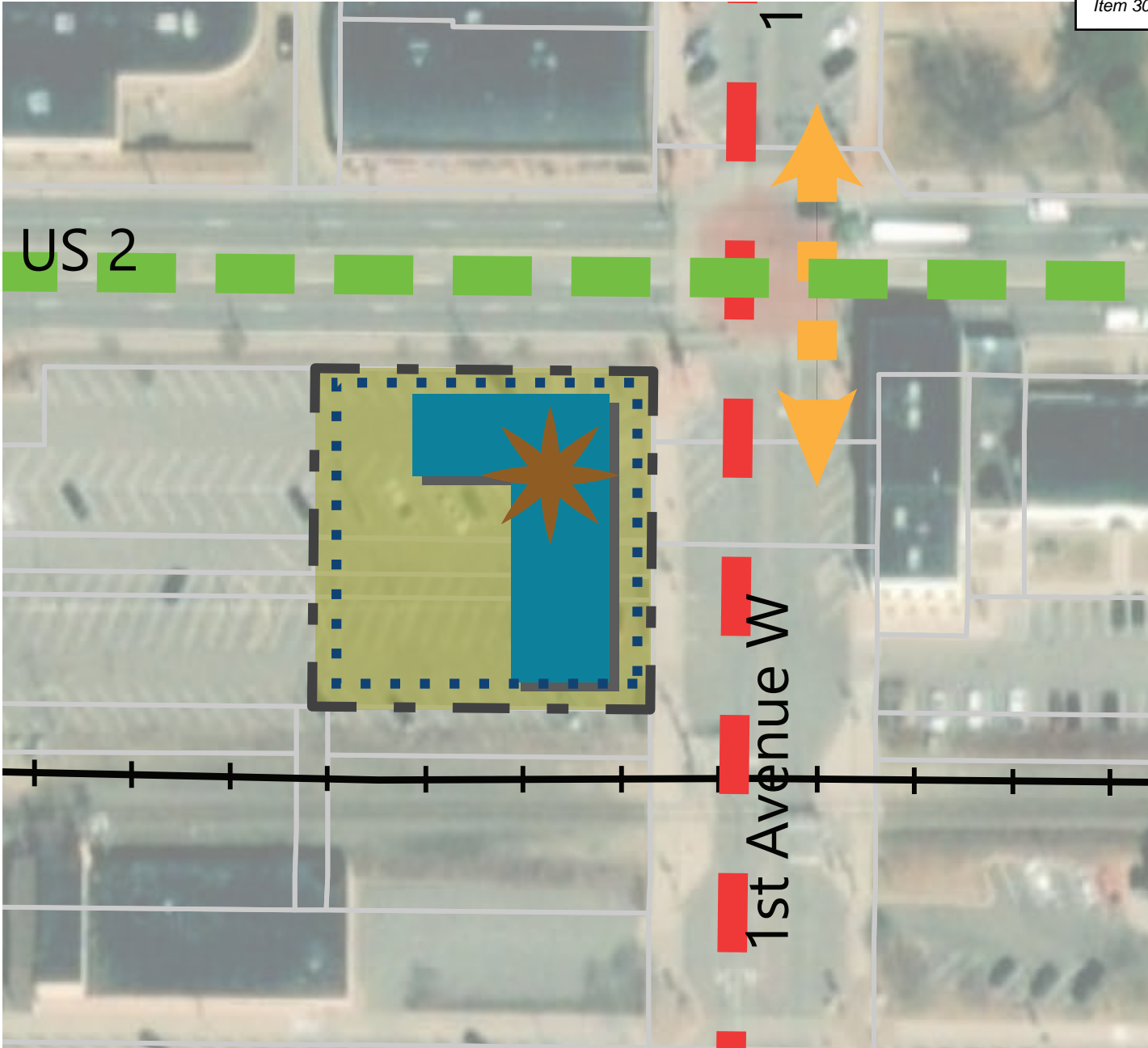
**Description:**

The City of Grand Rapids currently owns the southern half of Block 36 and is in use for public parking. M&H owns the northern half of the area, serving parking needs as well with their gas station located directly to the west.

Opportunities:	New Development:	The location and existing ownership of Block 36 creates a number of opportunities for redevelopment. However, coordination with M&H for a potential reconfiguration of ownership would create additional opportunities.
	Placemaking:	The location along US 2 creates an opportunity for this site to provide more connectivity between north and south downtown through infill development. Development can also support infrastructure to reinforce the physical connection between the two spaces.
	Reuse:	Explore market opportunities for future investment in the site as a city-leased or selling of the property.
Strategies:	Activation/ Programming:	Explore potential for activation as future uses are explored, including the location of uses that support activity and programming for the community.
	Economic Development Tools:	Conduct a reuse analysis, including a business plan, to identify sustainable solutions consistent with district and community goals. Work with funders and investors on financing packages, including local, regional and state economic development assistance, to help achieve district goals.

# LEGEND

-  New Development Opportunity
-  Structure Investment Opportunity
-  New Development/Structure Investment Opportunity
-  Public Amenities
-  Placemaking
-  Reuse
-  Sidewalk
-  Highway Movement
-  Downtown Circulator
-  Active Alley
-  Pedestrian Crossing Improvement





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 8, 2024

**AGENDA ITEM:** Consider the adoption of a resolution approving assignment and assumption of the Contract for Private Development in connection with Lakewood Apartments of Grand Rapids, LLC.

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

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### BACKGROUND:

In December of 2010, the City entered a Contract for Private Development (Contract) with Lakewood Apartments of Grand Rapids, LLC (Developer) for the construction of affordable multifamily rental housing. Through that Contract, the City issued a tax increment financing (TIF) note in the original principal amount of \$350,000.

The Developer now desires to convey the facility and assign their rights under the Contract to Justin Eichorn under a Minnesota limited liability corporation by the name of Lakewood Heights Apartments, LLC (New Owner).

Pursuant to the Contract, the Council must first approve the transfer of the facility to the New Owner and assignment of the TIF, through adoption and execution of the attached resolution and assignment documents which have been reviewed by the City's economic development attorney.

### REQUESTED COUNCIL ACTION:

Make a motion to adopt a approving assignment and assumption of the Contract for Private Development in connection with Lakewood Apartments of Grand Rapids, LLC.

**CITY OF GRAND RAPIDS**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING ASSIGNMENT AND  
ASSUMPTION OF CONTRACT FOR PRIVATE  
DEVELOPMENT IN CONNECTION WITH LAKEWOOD  
APARTMENTS OF GRAND RAPIDS, LLC; AUTHORIZING  
EXECUTION OF CONSENT TO SUCH ASSIGNMENT**

WHEREAS, the City of Grand Rapids, Minnesota (the "City") executed and entered into that certain Contract for Private Development dated December 6, 2010, and subsequent First Amendment to Contract for Private Development dated October 11, 2011 (collectively, the "Contract"), with Lakewood Apartments of Grand Rapids, LLC, a Minnesota limited liability company (the "Developer"), for the construction of a multifamily affordable rental housing development and all related amenities and improvements within the City (the "Facility"); and

WHEREAS, pursuant to the Contract, the City has issued its Taxable Tax Increment Revenue Note, Series 2010 in the original principal amount of \$350,000 (the "TIF Note"); and

WHEREAS, the Developer desires to convey the Facility and assign its rights and obligations under the Contract and the TIF Note to Lakewood Heights Apartments LLC, a Minnesota limited liability company ("New Owner"), pursuant to an Assignment and Assumption of Contract for Private Development and TIF Note between the Developer and New Owner (the "TIF Assignment") and has requested that the City approve the form of the TIF Assignment and execute a consent to the TIF Assignment (the "Consent"); and

WHEREAS, the forms of the TIF Assignment and Consent are on file with the City Administrator.

NOW, THEREFORE, be it resolved by the City Council (the "Council") of the City of Grand Rapids as follows:

1. The Council hereby approves transfer of the Facility to the New Owner and approves the TIF Assignment in substantially the form delivered to the City and on file with the City Administrator and all other documents referenced in or attached to such agreements (collectively, the "Assignment Documents") and the Mayor and the City Administrator are hereby authorized and directed to execute the Assignment Documents on behalf of the City and to carry out, on behalf of the City, the City's obligations thereunder.

2. City staff and officials are authorized to take all actions necessary to perform the City obligations under the Assignment Documents as a whole, including without limitation execution of any documents or certifications to which the City is a party referenced in or attached to the Assignment Documents.

3. The approval hereby given to the Assignment Documents includes approval of such additional details, modifications thereof, deletions therefrom and additions thereto as may be

necessary and appropriate and approved by legal counsel to the City and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. In the event of absence or disability of either of such officers, any of the documents authorized by this resolution to be executed may be executed without further act or authorization of the Council by any duly designated acting official, or by such other officer or officers of the Council as, in the opinion of the City Attorney, may act on his or her behalf.

4. The City Administrator is hereby authorized to execute and deliver to the New Owner a TIF Note registration page, evidencing the New Owner as holder of the TIF Note.

Adopted by the City of Grand Rapids this 8th day of January, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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



## ASSIGNMENT AND ASSUMPTION OF CONTRACT FOR PRIVATE DEVELOPMENT AND TIF NOTE

Lakewood Apartments of Grand Rapids, LLC, a Minnesota limited liability company (the “**Assignor**”), and Lakewood Heights Apartments LLC, a Minnesota limited liability company (the “**Assignee**”), make this Assignment and Assumption of Contract for Private Development and TIF Note (this “**Agreement**”) dated effective as of \_\_\_\_\_, 20\_\_\_\_ (the “**Effective Date**”).

### RECITALS

A. Assignor and the City of Grand Rapids, Minnesota (the “**City**”), entered into that certain Contract for Private Development dated December 6, 2010, and subsequent First Amendment to Contract for Private Development dated October 11, 2011 (collectively, the “**Development Agreement**”), relating to certain real property described in the Development Agreement (the “**Property**”), and the Assignor desires to assign all of its interest in the Development Agreement to Assignee pursuant to this Agreement’s terms.

B. Pursuant to the Development Agreement, the City issued a Tax Increment Revenue Note, a copy of which is attached as **Exhibit B** (together with any replacements or amendments thereto, the “**TIF Note**”), in favor of Assignor, and Assignor desires to assign its interest in the TIF Note to the Assignee pursuant to this Agreement.

C. Assignor desires to assign and transfer to Assignee all of Assignor’s obligations and rights under the Development Agreement and the TIF Note and be released from all of Assignor’s duties, obligations and responsibilities under the Development Agreement and TIF Note arising or accruing on and after the Effective Date, and Assignee is willing to accept and assume such rights, duties, obligations and responsibilities under the Development Agreement and TIF Note arising or accruing on and after the Effective Date.

In consideration of the premises and of the mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. **Assignment and Assumption.** Assignor grants, transfers, and assigns to Assignee all of Assignor’s rights, duties, obligations and responsibilities under the Development Agreement and the TIF Note arising or accruing on and after the Effective Date. Assignee accepts such rights and assumes such

duties, obligations and responsibilities under the Development Agreement and the TIF Note arising or accruing on and after the Effective Date. Assignor shall be released from all of its duties, obligations, liabilities and responsibilities under the Development Agreement and TIF Note as of the Effective Date. The Assignor has delivered the original TIF Note to the City and the TIF Note has been registered in the name of the Assignee as the new registered owner thereof and the Assignee has delivered to the City an investment letter as required by . Section 3.3(d) of the Agreement. The City is authorized and directed to recognize Assignee as the sole owner of the TIF Note. Assignor acknowledges the TIF Note payments will be made to Assignee.

2. **Assignor's Covenants.** Assignor represents, warrants and covenants to Assignee as follows:

- (a) Assignor is a limited liability company duly organized, existing and in good standing under Minnesota law with the requisite power and authority to enter into and perform this Agreement.
- (b) Assignor is the "Developer" under the Development Agreement and TIF Note.
- (c) The Development Agreement and TIF Note are valid and in full force and effect in accordance with their terms.

3. **Assignee's Covenants.** Assignee represents, warrants and covenants to Assignor as follows:

- (a) Assignee is a limited liability company duly organized, existing and in good standing under Minnesota law with all requisite power and authority to enter into and perform this Agreement.
- (b) As of the Effective Date, Assignee expressly assumes all duties, obligations, liabilities and responsibilities of the Assignor under the Development Agreement and TIF Note and agrees that Assignee is subject to all conditions and restrictions to which Assignor is subject.
- (c) Assignee certifies that it has the qualifications and financial responsibility necessary and adequate to fulfill the obligations of "Developer" in the Development Agreement.

4. **Indemnification.** Assignee shall defend, indemnify and hold Assignor harmless from and against any and all claims for any offsets, payments, costs, claims, lawsuits, causes of action, or any other expenses including, without limitation reasonable attorneys' fees arising under the Development Agreement and the TIF Note associated with facts and circumstances occurring on and after the Effective Date.

5. **Binding Effect.** This Agreement shall be binding upon the parties' successors and assigns, and the parties shall deliver such further and additional instruments, agreements and other documents as may be necessary to carry out this Agreement's provisions.



6. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Minnesota.

7. **Partial Invalidity.** The invalidity or unenforceability of any provision of this Agreement will not affect or impair the validity of any other provision.

8. **Entire Agreement.** This Agreement contains the parties' entire agreement regarding its subject matter and supersedes all prior agreements and understandings.

9. **Amendment.** The parties may amend this Agreement only by a written instrument duly executed by all parties.

10. **Headings.** The section and paragraph headings contained in this Agreement are for reference purposes only and will not affect this Agreement's meaning or interpretation.

11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Emailed, PDF and electronic signatures shall be sufficient for all purposes.

*[Remainder of page intentionally left blank. Signature page follows.]*

**SIGNATURE PAGE TO  
ASSIGNMENT AND ASSUMPTION OF  
CONTRACT FOR PRIVATE DEVELOPMENT AND TIF NOTE**

Assignor has executed and delivered this Agreement as of the Effective Date.

**ASSIGNOR:**

**Lakewood Apartments of Grand Rapids, LLC**

By \_\_\_\_\_  
Steven D. Kuepers  
Its Chief Manager

STATE OF MINNESOTA                    )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for this County, personally appeared Steven D. Kuepers, who, being by me duly sworn, did say that he is Chief Manager of Lakewood Apartments of Grand Rapids, LLC, and that this instrument was signed on behalf of said limited liability company by authority of its Members and acknowledged said instrument to be the free act and deed of said limited liability company.

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

**SIGNATURE PAGE TO  
ASSIGNMENT AND ASSUMPTION OF  
CONTRACT FOR PRIVATE DEVELOPMENT AND TIF NOTE**

Assignee has executed and delivered this Agreement as of the Effective Date.

**ASSIGNEE:**

**Lakewood Heights Apartments LLC**

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MINNESOTA            )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for this County, personally appeared \_\_\_\_\_, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of Lakewood Heights Apartments LLC, and that this instrument was signed on behalf of said limited liability company by authority of its Members and acknowledged said instrument to be the free act and deed of said limited liability company.

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

**THIS INSTRUMENT DRAFTED BY:**

Rinke Noonan (HAM)  
1015 W. St. Germain St., Suite 300  
P.O. Box 1497  
St. Cloud, MN 56302-1497  
(320) 251-6700  
File No. 29887-0002

**CITY'S CONSENT AND ACKNOWLEDGEMENT TO  
ASSIGNMENT AND ASSUMPTION OF  
CONTRACT FOR PRIVATE DEVELOPMENT AND TIF NOTE**

The City, by its undersigned representatives, expressly consents to the assignment of the Development Agreement and TIF Note by Assignor pursuant to this Agreement. Upon the Effective Date, Assignor shall be released from all of its duties, obligations, liabilities and responsibilities under the Development Agreement. The City has executed and delivered this Consent and Acknowledgment as of the Effective Date.

**CITY:**

**City of Grand Rapids**

By \_\_\_\_\_

Dale Christy  
Its Mayor

And,

By \_\_\_\_\_

Tom Pagel  
Its City Administrator

STATE OF MINNESOTA        )  
  )     SS  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Dale Christy, the Mayor of the City of Grand Rapids, Minnesota, a Minnesota municipal corporation, on behalf of said municipal corporation.

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

STATE OF MINNESOTA        )  
  )     SS  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Tom Pagel, the City Administrator of the City of Grand Rapids, Minnesota, a Minnesota municipal corporation, on behalf of said municipal corporation.

---

Notary Public

**EXHIBIT A**

**TIF NOTE**

(See attached)

UNITED STATE OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF ITASCA  
CITY OF GRAND RAPIDS

No. R-1

\$350,000

TAX INCREMENT REVENUE NOTE  
SERIES 2010

Rate

Date  
of Original Issue

5.0%

August 1, 2013

The City of Grand Rapids, Minnesota (the "City"), for value received, certifies that it is indebted and hereby promises to pay to Lakewood Apartments of Grand Rapids LLC or registered assigns (the "Owner"), the principal sum of \$350,000.00 and to pay interest thereon at the rate of five percent (5.0%) per annum, but solely from the sources and to the extent set forth herein.

1. Payments. Principal and interest ("Payments") shall be paid on August 1, 2013 and each February 1 and August 1 thereafter to and including February 1, 2039 ("Payment Dates") in the amounts and from the sources set forth in Section 3 herein. Payments shall be applied first to accrued interest, and then to unpaid principal.

Payments are payable by mail to the address of the Owner or such other address as the Owner may designate upon 30 days written notice to the City. Payments on this Note are payable in any coin or currency of the United States of America which, on the Payment Date, is legal tender for the payment of public and private debts.

2. Interest. Simple, non-compounding interest at the rate stated herein shall accrue on the unpaid principal, commencing as of August 1, 2011. Interest shall be computed on the basis of a year of 360 days consisting of twelve 30-day months, and shall be charged for actual days principal is unpaid.

3. Available Tax Increment. Payments on this Note are payable on each Payment Date in the amount of and solely payable from "Available Tax Increment," which shall mean, on each Payment Date, ninety (90) percent of the Tax Increment attributable to the Development Property and paid to the City by Itasca County in the six months preceding the Payment Date, all as such terms are defined in the Contract for Private Development between the City and Owner dated as of December 6, 2010, as amended (the "Agreement"). Available Tax Increment shall not include any Tax Increment if, as of any Payment Date, there is an uncured Event of Default under the Agreement.

The City shall have no obligation to pay principal of and interest on this Note on each Payment Date from any source other than Available Tax Increment, and the failure of the City to pay the entire amount of principal or interest on this Note on any Payment Date shall not constitute a default hereunder as long as the City pays principal and interest hereon to the extent of Available Tax Increment. The City shall have no obligation to pay unpaid balance of principal or accrued interest that may remain after the final Payment on February 1, 2039.

4. Optional Prepayment. The principal sum and all accrued interest payable under this Note is prepayable in whole or in part at any time by the City without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under this Note.

5. Termination. At the City's option, this Note shall terminate and the City's obligation to make any payments under this Note shall be discharged upon the occurrence of an Event of Default on the part of the Developer as defined in Section 9.1 of the Agreement, but only if the Event of Default has not been cured in accordance with Section 9.2 of the Agreement.

6. Nature of Obligation. This Note is one of an issue in the total principal amount of \$350,000.00 all issued to aid in financing certain public development costs and administrative costs of a Project undertaken by the City pursuant to Minnesota Statutes, Sections 469.125 through 469.134, and is issued pursuant to an authorizing resolution (the "Resolution") duly adopted by the City on August 23, 2010 and ratified on December 6, 2010, and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Sections 469.174 to 469.179. This Note is a limited obligation of the City which is payable solely from Available Tax Increment pledged to the payment hereof under the Resolution. This Note and the interest hereon shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the City. Neither the State of Minnesota, nor any political subdivision thereof shall be obligated to pay the principal of or interest on this Note or other costs incident hereto except out of Available Tax Increment, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof is pledged to the payment of the principal of or interest on this Note or other costs incident hereto.

7. Registration and Transfer. This Note is issuable only as a fully registered note without coupons. As provided in the Resolution, and subject to certain limitations set forth therein, this Note is transferable upon the books of the City kept for that purpose at the principal office of the City Administrator, by the Owner hereof in person or by such Owner's attorney duly authorized in writing, upon surrender of this Note together with a written instrument of transfer satisfactory to the City, duly executed by the Owner. Upon such transfer or exchange and the payment by the Owner of any tax, fee, or governmental charge required to be paid by the City with respect to such transfer or exchange, there will be issued in the name of the transferee a new Note of the same aggregate principal amount, bearing interest at the same rate and maturing on the same dates.

This Note shall not be transferred to any person other than an Affiliate, or other related entity, of the Owner unless the City has been provided with an opinion of counsel or a certificate of




the transferor, in a form satisfactory to the City, that such transfer is exempt from registration and prospectus delivery requirements of federal and applicable state securities laws.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen, and to be performed in order to make this Note a valid and binding limited obligation of the City according to its terms, have been done, do exist, have happened, and have been performed in due form, time and manner as so required.

IN WITNESS WHEREOF, the City Council of the City of Grand Rapids, Minnesota has caused this Note to be executed with the manual signatures of its Mayor and City Administrator, all as of the Date of Original Issue specified above.

CITY OF GRAND RAPIDS, MINNESOTA



City Administrator



Mayor

## REGISTRATION PROVISIONS

The ownership of the unpaid balance of the within Note is registered in the bond register of the City Administrator, in the name of the person last listed below.

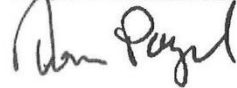
Date of  
Registration

7/22/13

Registered Owner

Lakewood Apartments of Grand Rapids LLC  
Federal Tax ID No. 80-0799960

Signature of  
City Administrator



## INVESTMENT LETTER

To the City of Grand Rapids, Minnesota (the “City”)  
Attention: City Administrator

Re: \$350,000 Tax Increment Revenue Note, Series 2023

The undersigned, as Purchaser of \$350,000 in principal amount of the above captioned Note (the “Note”) pursuant to a resolution of the City adopted on September 24, 2018 (the “Resolution”), hereby represents to you and to Kennedy & Graven, Chartered, Minneapolis, Minnesota, Bond Counsel, as follows:

1. We understand and acknowledge that the Note is delivered to the Purchaser as of this date pursuant to the Resolution and the Contract for Private Development dated December 6, 2010, and subsequent First Amendment to Contract for Private Development dated October 11, 2011 (the “Contract”). Pursuant to an Assignment and Assumption of Contract for Private Development and TIF Note, the Contract and the Note were assigned to the Purchaser,

2. We understand that the Note is payable as to principal and interest solely from Available Tax Increment as defined in the Note.

3. We further understand that any estimates of Tax Increment (as defined in the Contract) prepared by the City or its financial advisors in connection with the TIF District (as defined in the Contract), the Contract or the Note are for the benefit of the City, and are not intended as representations on which the Purchaser may rely.

4. We have sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the above stated principal amount of the Note.

5. We acknowledge that no offering statement, prospectus, offering circular or other comprehensive offering statement containing material information with respect to the City and the Note has been issued or prepared by the City, and that, in due diligence, we have made our own inquiry and analysis with respect to the City, the Note and the security therefor, and other material factors affecting the security and payment of the Note.

6. We acknowledge that we have either been supplied with or have access to information, including financial statements and other financial information, to which a reasonable investor would attach significance in making investment decisions, and we have had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Note and the security therefor, and that as a reasonable investor we have been able to make our decision to purchase the above stated principal amount of the Note.

7. We have been informed that the Note (i) is not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, or under federal securities laws or regulations, (ii) will not be listed on any stock or other securities exchange, and (iii) will carry no rating from any rating service.

8. We represent to you that we are purchasing the Note for our own accounts and not for resale or other distribution thereof, except to the extent otherwise provided in the Note, the Resolution, or any other resolution adopted by the City.

9. All capitalized terms used herein have the meaning provided in the Contract unless the context clearly requires otherwise.

10. The Purchaser's federal tax identification number is \_\_\_\_\_.

11. The Purchaser acknowledges that the City has made no representation or covenant, express or implied, that the revenues pledged to pay the Note will be sufficient to pay, in whole or in part, the principal and interest due on the Note. Any amounts which have not been paid on the Note on or before the final maturity date of the Note shall no longer be payable, as if the Note had ceased to be an obligation of the City. The Purchaser understands that the Note will never represent or constitute a general obligation, debt or bonded indebtedness of the City, the State of Minnesota, or any political subdivision thereof and that no right will exist to have taxes levied by the City, the State of Minnesota or any political subdivision thereof for the payment of principal and interest on the Note.

12. The Purchaser understands that the Note is payable solely from certain tax increments, which are taxes received on improvements made to certain property (the "Improvements") in a tax increment financing district from the increased taxable value of the property over its base value at the time that the tax increment financing district was created, which base value is called "original net tax capacity." There are risk factors in relying on tax increments to be received, which include, but are not limited to, the following:

A. Value of Improvements. If the contemplated Improvements constructed in the tax increment financing district are completed at a lesser level of value than originally contemplated, they will generate fewer taxes and fewer tax increments than originally contemplated.

B. Damage or Destruction. If the Improvements are damaged or destroyed after completion, their value will be reduced, and taxes and tax increments will be reduced. Repair, restoration or replacement of the Improvements may not occur, may occur after only a substantial time delay, or may involve property with a lower value than the Improvements, all of which would reduce taxes and tax increments.

C. Change in Use to Tax-Exempt. The Improvements could be acquired by a party that devotes them to a use which causes the property to be exempt from real property taxation. Taxes and tax increments would then cease.

D. Depreciation. The Improvements could decline in value due to changes in

the market for such property or due to the decline in the physical condition of the property. Lower market valuation will lead to lower taxes and lower tax increments.

E. Non-payment of Taxes. If the property owner does not pay property taxes, either in whole or in part, the lack of taxes received will cause a lack of tax increments. The Minnesota system of collecting delinquent property taxes is a lengthy one that could result in substantial delays in the receipt of taxes and tax increments, and there is no assurance that the full amount of delinquent taxes would be collected. Amounts distributed to taxing jurisdictions upon a sale following a tax forfeiture of the property are not tax increments.

F. Reductions in Taxes Levied. If property taxes are reduced due to decreased municipal levies, taxes and tax increments will be reduced. Reasons for such reduction could include lower local expenditures or changes in state aids to municipalities. For instance, in 2001 the Minnesota Legislature enacted an education funding reform that involved the state increasing school aid in lieu of the local general education levy (a component of school district tax levies).

G. Reductions in Tax Capacity Rates. The taxable value of real property is determined by multiplying the market value of the property by a tax capacity rate. Tax capacity rates vary by certain categories of property; for example, the tax capacity rates for residential homesteads are currently less than the tax capacity rates for commercial and industrial property. In 2001 the Minnesota Legislature enacted property tax reform that lowered various tax capacity rates to “compress” the difference between the tax capacity rates applicable to residential homestead properties and commercial and industrial properties.

H. Changes to Local Tax Rate. The local tax rate to be applied in the tax increment financing district is the lower of the current local tax rate or the original local tax rate for the tax increment financing district. In the event that the Current Local Tax Rate is higher than the Original Local Tax Rate, then the “excess” or difference that comes about after applying the lower Original Local Tax Rate instead of the Current Local Tax Rate is considered “excess” tax increment and is distributed by Itasca County to the other taxing jurisdictions and such amount is not available to the City as tax increment.

I. Legislation. The Minnesota Legislature has frequently modified laws affecting real property taxes, particularly as they relate to tax capacity rates and the overall level of taxes as affected by state aid to municipalities.

### **Lakewood Heights Apartments LLC**

By \_\_\_\_\_  
Its \_\_\_\_\_

Dated: \_\_\_\_\_, 2024



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 8, 2024

**AGENDA ITEM:** Consider accepting feasibility report and ordering plans and specifications for CP 2010-1, 3<sup>rd</sup> Ave/7<sup>th</sup> St NE Project

**PREPARED BY:** Matt Wegwerth

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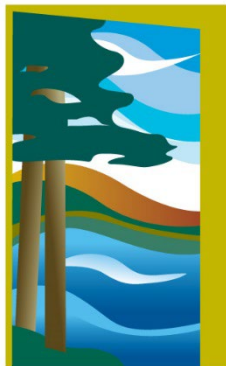
### BACKGROUND:

CP 2010-1, 3<sup>rd</sup> Avenue/7<sup>th</sup> Street NE Project, includes pavement and utility replacement on 3<sup>rd</sup> Avenue, from 4<sup>th</sup> Street to 8<sup>th</sup> Street, and 7<sup>th</sup> Street NE, from 3<sup>rd</sup> Avenue to 5<sup>th</sup> Avenue.

Total project cost is \$3,553,782 with the City's share being \$2,497,726. Remainder of the project will be funded by Grand Rapid Public Utilities. City's share will be funded with bonds.

### REQUESTED COUNCIL ACTION:

Make a motion accepting feasibility report and ordering plans and specifications for CP 2010-1, 3<sup>rd</sup> Avenue/7<sup>th</sup> Street NE Project.



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

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# Feasibility Report

For:

**3<sup>rd</sup> Avenue NE (from 4<sup>th</sup> Street to 8<sup>th</sup> Street)  
and  
7<sup>th</sup> Street NE (from 3<sup>rd</sup> Avenue to 5<sup>th</sup> Avenue)**

**City Project 2010-1**

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**January 8<sup>th</sup>, 2024**



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## EXECUTIVE SUMMARY

City Project 2010-1, 3<sup>rd</sup> Avenue and 7<sup>th</sup> Street NE Project, involves the reconstruction of 0.42 miles of roadway, storm sewer, sanitary sewer, water main and associated appurtenances. The improvements are located in the Northeast area of Grand Rapids. *The locations and detail associated with the proposed improvements are represented on the figures within the body of this report.*

The Engineering Departments opinion of cost for City Project 2010-1 is as follows:

### **Opinion of Cost**

Construction Cost	\$2,580,933
10% Contingency	\$258,093
Engineering	\$516,187
Legal/Publishing/Easement	\$5,000
Administration	\$51,619
Cost of Issuance	\$103,237
Arts and Culture	\$38,714
<b>Total Project Cost</b>	<b>\$3,553,782</b>

This project will be financed as follows:

### **Proposed Financing**

GRPU – Sanitary	\$268,545
GRPU – Water	\$787,512
G.O. Bonding	\$2,497,726
<b>Total</b>	<b>\$3,553,782</b>

This project is feasible. It will complete necessary pavement rehabilitation as well as replace aging utilities.

Regards,

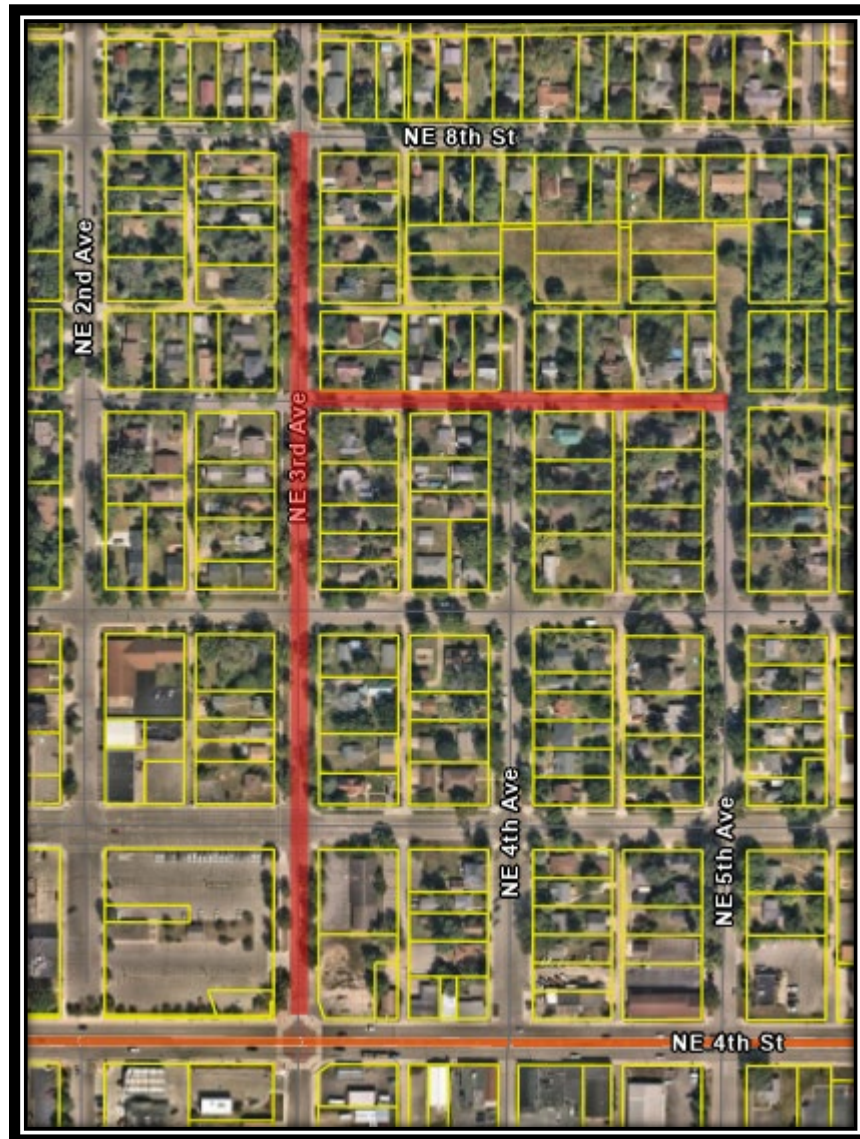


Matt Wegwerth, PE  
Public Works Director / City Engineer

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

## PROJECT BACKGROUND AND SCOPE

The project involves the full reconstruction of 3<sup>rd</sup> Avenue NE and 7<sup>th</sup> Street NE. The project will include the improvements of roadway, storm sewer, sanitary sewer, water main, street lights, sidewalks, and associated appurtenances. See figure below for general location and extent of work.

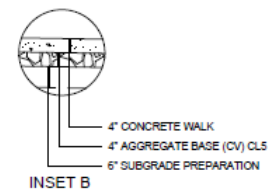
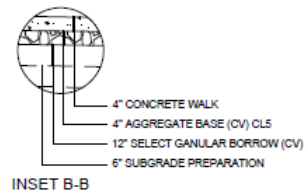
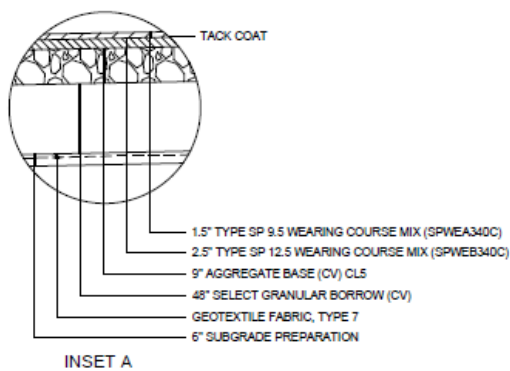
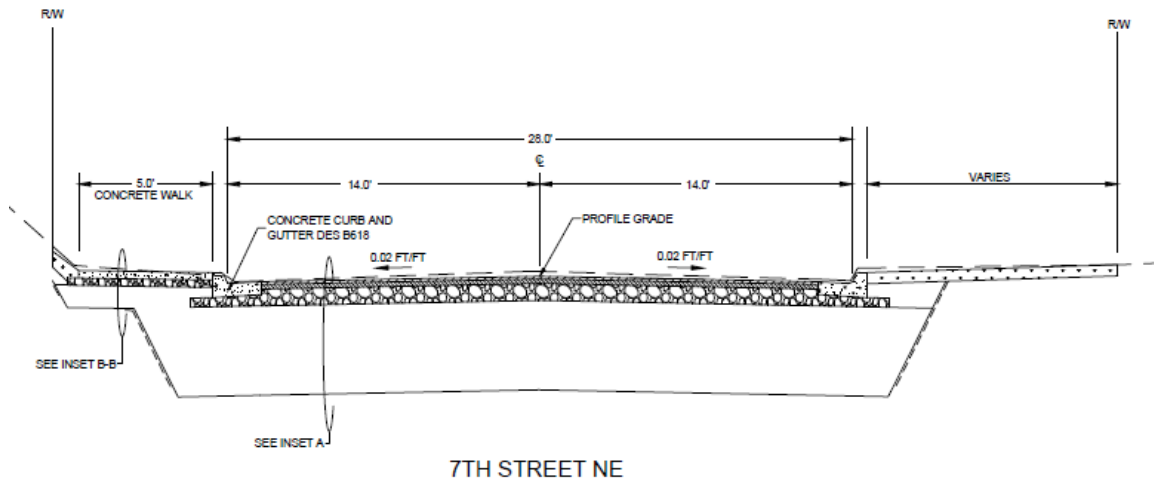
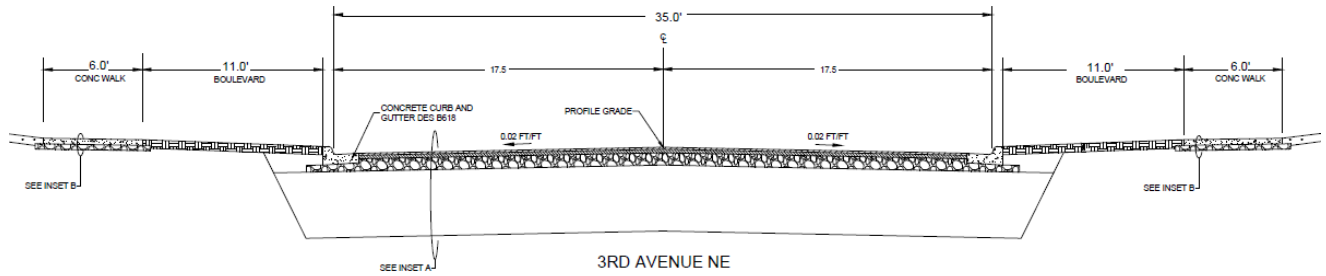




## PROJECT DESCRIPTION

### ROADWAY

The road section on both streets will be removed and replaced. 3<sup>rd</sup> Avenue NE will remain 35' face to face and 7<sup>th</sup> Street NE will remain 28' face to face.



## STORM SEWER, WATER MAIN AND SANITARY SEWER

Storm sewer, water main and sanitary sewer will be replaced on various sections of 3<sup>rd</sup> Avenue and 7<sup>th</sup> Street. See below for proposed locations.

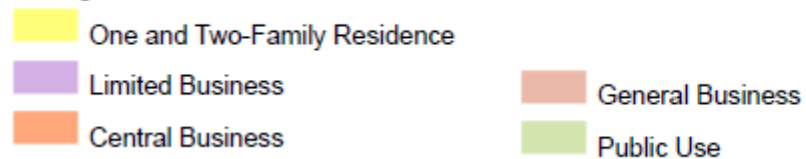


## ZONING

The zoning within the project area is a mix of One and Two-Family Residence, Limited Business, Central Business, General Business and Public Use. See zoning maps below.



### Zoning





## **PUBLIC MEETINGS**

A neighborhood meeting has not been held for this project. During the design phase, a public meeting will be coordinated to gather input.

## **PROJECT SCHEDULE**

The project is tentatively scheduled to advance as follows:

Feasibility Report to council	January 8, 2024
Order Plans & Specifications	January 8, 2024
Approve Plans and Advertise for Bids	February 2024
Open Bids	March 2024
Award Contract	April 2024
Construction Begins	May 2024
Substantial Completion	August 2024

## **PROJECT COST AND FINANCING**

The project will be funded by the City of Grand Rapids and the Grand Rapids Public Utilities. The City no longer specially assesses for reconstruction projects.

The Engineering Departments opinion of cost for City Project 2010-1 is as follows:

### **Opinion of Cost**

Construction Cost	\$2,580,933
10% Contingency	\$258,093
Engineering	\$516,187
Legal/Publishing/Easement	\$5,000
Administration	\$51,619
Cost of Issuance	\$103,237
Arts and Culture	\$38,714
<b>Total Project Cost</b>	<b>\$3,553,782</b>

This project will be financed as follows:

### **Proposed Financing**

GRPU – Sanitary	\$268,545
GRPU – Water	\$787,512
G.O. Bonding	\$2,497,726
<b>Total</b>	<b>\$3,553,782</b>

### **PROJECT NEED**

The roadways and utilities have reached the point of needing to be replaced. The Engineering Department supports the improvements as described in this report.

### **COST EFFECTIVENESS**

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

## APPENDIX A -Detailed Project Costs

<b>Project Cost</b>			
<b>Construction Cost</b>	<b>\$2,580,933</b>	<b><u>Street Lighting</u></b>	
<b>10% Contingency</b>	<b>\$258,093</b>	<b>Construction Cost</b>	<b>\$80,600</b>
<b>Engineering</b>	<b>\$516,187</b>	<b>Non- Construction</b>	<b>\$30,381</b>
<b>Legal/Publishing/Easement</b>	<b>\$5,000</b>	<b>Total Storm Sewer</b>	<b>\$110,981</b>
<b>Administraion</b>	<b>\$51,619</b>		
<b>Cost of Issuance</b>	<b>\$103,237</b>	<b><u>Sanitary Sewer Main</u></b>	
<b>Arts and Culture</b>	<b>\$38,714</b>	<b>Construction Cost</b>	<b>\$195,031</b>
<b>Total Project Cost</b>	<b>\$3,553,782</b>	<b>Non- Construction</b>	<b>\$73,514</b>
<b>% Non-Construction</b>	<b>37.69%</b>	<b>Total Sanitary - GRPU</b>	<b>\$268,545</b>
<b><u>Streets</u></b>		<b><u>Water Main</u></b>	
<b>Construction Cost</b>	<b>\$1,185,015</b>	<b>Construction Cost</b>	<b>\$571,930</b>
<b>Non- Construction</b>	<b>\$446,676</b>	<b>Non- Construction</b>	<b>\$215,582</b>
<b>Total Streets</b>	<b>\$1,631,691</b>	<b>Total Water Main</b>	<b>\$787,512</b>
<b><u>Storm Sewer</u></b>		<b><u>GRPU Streets</u></b>	
<b>Construction Cost</b>	<b>\$548,358</b>	<b>Construction Cost</b>	<b>\$0</b>
<b>Non- Construction</b>	<b>\$206,696</b>	<b>Non- Construction</b>	<b>\$0</b>
<b>Total Storm Sewer</b>	<b>\$755,054</b>	<b>Total Water Main</b>	<b>\$0</b>





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 8, 2024

**AGENDA ITEM:** Consider approving a Supplemental Letter Agreement with SEH related to CP 2010-1

**PREPARED BY:** Matt Wegwerth

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### BACKGROUND:

CP 2010-1, 3<sup>rd</sup> Avenue/7<sup>th</sup> Street NE Project, includes pavement and utility replacement on 3<sup>rd</sup> Avenue, from 4<sup>th</sup> Street to 8<sup>th</sup> Street, and 7<sup>th</sup> Street NE, from 3<sup>rd</sup> Avenue to 5<sup>th</sup> Avenue.

Attached proposal is for design and construction services.

Design Services - \$182,000

Construction Services - \$195,000

Miscellaneous Services - \$15,000

### REQUESTED COUNCIL ACTION:

Make a motion approving a Supplemental Letter Agreement with SEH related to CP 2010-1

## Supplemental Letter Agreement No. 2010-1

January 8, 2024

Mayor Christy  
City of Grand Rapids  
420 North Pokagama Avenue  
Grand Rapids, MN 55744

RE: 3<sup>rd</sup> Avenue NE & 7<sup>th</sup> Street NE  
City Project 2010-1

Dear Mayor Christy,

City Project 2010-1 includes 3<sup>rd</sup> Avenue NE and 7<sup>th</sup> Street NE. 3<sup>rd</sup> Avenue NE is located from 4<sup>th</sup> Street NE to 8<sup>th</sup> Street NE and includes the reconstruction of 0.30 miles of street, storm sewer, sanitary sewer, water main, and sidewalks. The project also includes 7<sup>th</sup> Street NE, from 3<sup>rd</sup> Avenue NE to 5<sup>th</sup> Avenue NE, which includes the reconstruction of 0.14 miles of street, storm sewer, sanitary sewer.

The City Engineer has requested that we prepare this Supplemental Letter Agreement (SLA) for the design and construction administration of the project area for your consideration. Our estimated work scope and fees for this project are listed below.

### **SEH Work Scope**

The services included in this SLA are for design, construction services, and miscellaneous services as listed in accordance with the Master Engineering Services Contract between The City of Grand Rapids ("Client") and Short Elliott Hendrickson Inc. ("Consultant"), effective January 4, 2024

### **Project Schedule**

Accept Feasibility Report	January 2024
Council orders plans and specifications	January 2024
Council approves plans and specifications and authorizes bid	March 2024
Advertise in Herald Review (GR – official newspaper)	March/April 2024
Bid opening	May 2024
Council considers award of contract	May/June 2024
Construction	Summer 2024
Substantial Completion	September 2024
Final Completion	June 2025

### **Fee Schedule**

The fees for design will be as listed in the Master Engineering Services Contract for a Reconstruction Project (design fee = 7.0% of low construction bid, construction administration fee = 7.5% of actual construction cost). The current estimate of the construction cost is estimated to be \$2,600,000 which equates to an estimated SEH design fee of \$182,000 and an estimated SEH construction administration fee of \$195,000.

The fees for the miscellaneous services are listed in the Master Engineering Services Agreement that is in place between The City of Grand Rapids and Short Elliott Hendrickson, Inc. (SEH) (hourly work as shown in Exhibit "B"). The estimated fee for this work is \$15,000.00.

In accordance with the Master Engineering Services Contract between The City of Grand Rapids ("Client") and Short Elliott Hendrickson, Inc. ("Consultant"), effective January 4, 2021, this Supplemental Letter Agreement dated January 8, 2024 authorizes and describes the scope and schedule for the Consultant's work on the project described.

We look forward to working with you on this project. If this SLA is acceptable, please sign in the space provided and return a copy to us. We will then begin work immediately. Please contact us if you have any questions regarding this Supplemental Letter Agreement.

Sincerely,  
Short Elliott Hendrickson, Inc.



Sara Christenson, PE (Lic. MN)  
Client Service Manager/Project Manager

### **City of Grand Rapids Authorization:**

\_\_\_\_\_  
Kim Johnson-Gibeau  
City Clerk

\_\_\_\_\_  
Dale Christy  
Mayor of Grand Rapids

C: SEH contract file  
X:\FJ\G\GRANR\Common\SLA and Proposals\3rd & 7th\SLA 2010-1.docx





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 8, 2024

**AGENDA ITEM:** Consider adopting a resolution approving reimbursement of expenditures for CP 2010-1, 3<sup>rd</sup> Avenue/7<sup>th</sup> Street NE Project.

**PREPARED BY:** Matt Wegwerth

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### BACKGROUND:

CP 2010-1, 3<sup>rd</sup> Avenue/7<sup>th</sup> Street NE Project, includes pavement and utility replacement on 3<sup>rd</sup> Avenue, from 4<sup>th</sup> Street to 8<sup>th</sup> Street, and 7<sup>th</sup> Street NE, from 3<sup>rd</sup> Avenue to 5<sup>th</sup> Avenue.

In order to bond for the City's share of the project, a reimbursement resolution is necessary.

The City's share is \$3,750,000.

### REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution approving reimbursement of expenditures for CP 2010-1, 3<sup>rd</sup> Avenue/7<sup>th</sup> Street NE Project.

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

RESOLUTION NO.24-\_\_

**A RESOLUTION INTENDING TO REIMBURSE EXPENDITURES FOR THE  
3<sup>rd</sup> Avenue/7<sup>th</sup> Street NE Project  
City Project 2010-1**

WHEREAS, the City Council accepted the Feasibility Report for the 3<sup>rd</sup> Avenue/7<sup>th</sup> Street NE Project; and

WHEREAS, the construction described in the Feasibility Report is the most cost effective solution; and

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

1. Such improvement is hereby ordered as proposed in accordance with the Feasibility Report and referred to therein.
2. The City Engineer is hereby designated as the City's representative for this improvement and he or his designee shall prepare plans and specifications for the making of such improvement.
3. The City reasonably intends to make expenditures for 3<sup>rd</sup> Avenue/7<sup>th</sup> Street NE, City Project 2010-1, and reasonably intends to reimburse itself for such expenditures from the proceeds of debt to be issued by the city in the maximum principal amount of \$3,750,000.
4. The Council shall let the contract for all or part of such improvement, or otherwise as authorized by Minn. Stat. 429.041, subd. 2, no later than January 8<sup>th</sup>, 2025.

Adopted by the Council this 8<sup>th</sup> day of January, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Kim Johnson-Gibeau, City Clerk

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 8<sup>th</sup>, 2024

**AGENDA ITEM:** Consider the purchase of Snow Plow Truck Equipment for the Public Works Department

**PREPARED BY:** Matt Wegwerth

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### BACKGROUND:

At the December 4<sup>th</sup> Council Meeting, authorization to purchase a new snow plow truck chassis was granted. It was discussed at this meeting that we would bring the equipment purchase back at a later date once the details were worked out.

Attached is a quote from Bert's Truck Equipment for the purchase of a Dump Body, Hook Lift and Hoist, Snow and Ice Equipment and 3000 Gallon Water Tank.

The pricing is through the MN State Contract in the total amount of \$336,974.00

The purchase will be funded with equipment certificates, in 2025. Current lead times on the truck chassis summer of 2024. Equipment installation will follow, and can take 4-6 months.

Total truck price, including the chassis, is \$480,759.11.

### REQUESTED COUNCIL ACTION:

Make a motion to approve the Public Works Department's request to purchase and make payment for Snow Plow Equipment from Bert's Truck Equipment in the amount of \$336,974.00



# TRUCK EQUIPMENT

November 22, 2023

Kevin Koetz  
Public Works Superintendent  
City of Grand Rapids  
500 SE 4th Street  
Grand Rapids, MN 55744-2662  
Office: 218-326-7659  
Mobile: 218-398-5201

## Propoasl for Bonell Commander Dump Body, Hook lift Hoist and Snow & Ice Equipment

Item	Description	
MCR-14-S2	<b>14' Bonnell Commander MCR Series Stainless Steel Multi Purpose Dump Body (201 Stainless Steel)</b> 96" wide OD 7 ga. 201 SS Truncated anti Prism Sides, 26 degree conveyor load angle 7 ga" a 201 SS Front 51.9" 6 panel 7 ga 201SS Tailgate Removable floor, 30.5" wide Self cleaning pintle style chain 201SS Stainless Steel Rear post with S/T/T light cutouts One year limited Warranty	\$ 55,268.00
2.0	Stellar Slider40, 54"-62" hydraulic adjustable hook height, designed for 130" to 144" CT chassis. Body lengths 12'-16', Rated Capicity 40000#	\$ 41,995.00
9.2	Installation of Stellar Hook Lift	\$ 6,035.00
9.3	<del>61363 Bumper, reinforced to accept pintle hitch 90K. (pintle not included).- LED light kit (FMVSS108 compliant) and backup alarm is included. Stellar-AutoTarper ready.</del>	Deleted
9.3A	<del>Labor to install bumper</del>	Deleted
1.49	M4000 SCS poly fenders for tandem axle chassis, S/S bolt on brackets inst	\$ 1,925.00
9.6	Skid 8574, Body attachment	\$ 2,860.00
9.7	Roller kit 24678	\$ 1,015.00
NCI	Ez-Connect S14 Electrical Connections, 1 truck side female, 1 equipment Male Plugs, 14 Connections Installed	\$ 630.00
BON-012658SS	201 STAINLESS STEEL CAB SHIELD-NORTH DAKOTA STYLE	\$ 3,148.00
BTE-CSUP	STATIONARY CABSHIELD UPRIGHTS AND LABOR TO INSTALL	\$ 1,275.00
	SS Fold Down Box ladder, installed	\$ 660.00
	Air Trip Gate	Inc
	540 GALLON TANK SYSTEM- 201 STAINLESS BRACKETS, 13' THRU 16' with standard 1 1/2" plumbing kit	\$ 5,112.00
	Tank Installation brackets	\$ 5,517.00
	Installtion of prewet system	\$ 1,440.00
C11320	Internal Feedback Sensor Providing 60 Pulses per revolution (use on chain conveyor models only)	\$ 880.00
11.7	VariTech Direct Slurry Closed Loop Power Unit only (NO CONTROL) SEE HYDRAUICS FOR EXTRA SECTION (1192924)	\$ 3,395.00
	1 1/2" quick fill kit	\$ 144.00
	1/1/2" cross fill kit	\$ 293.00
	two Nozzle Spray Kit	\$ 248.00
	14' Sub-floor with clean-out door, 201 SS	\$ 2,525.00
1.66-67	Mud Flaps Front and Rear of Rear Axles	\$ 180.00
	Conveyor Cover plate (Summer Cover) 1/4" AR 400 Optional	\$ 1,822.00
C10618	Reciever SPinner Assembly 201 Stainless Steel	\$ 1,688.00



1.00	Labor/materials to add Receiver spinner mount tube to rear wing Brace	\$	325.00
9.00	<b>Force America Add-A-fold MPJC-Ultra Load Sensing Hydraulics with SCC-6100 Gen4 Salter Control.</b> Six sections, Hoist, Plow 2X , Wing 2X, and sander, Force America <b>PVWH45L 6.0</b> cid Load sense Pump.	\$	26,830.00
9.20	Adder to Upgrade valve for 3500 PSI Hooklift. Price includes the Jib section	\$	1,844.00
9.80	<b>Repto Drive line Compnents</b>	\$	975.00
	Counter balance valve for wing	Incl	
	Add section for hydrualic closed loop prewet/Slurry	\$	1,125.00
	Add sections for hydrualic reversible underbody and Hyd Buffer bar	\$	3,375.00
	adder for 4 stick control	\$	625.00
9.33	Adder for Slurry Feedback.	\$	650.00
9.22-23	Seat mount kit (Steel)	\$	200.00
9.77	Adder for Auto Reverse Scraper Lift/Auto Recall.	\$	375.00
9.830	45 gallon SS Stationary cab shield mount reservoir with tank filter and accessoires	\$	2,782.00
9.910	11 Section Stainless Steel Vertical Enclosure and Brackets, 9689A011-SS	\$	2,998.00
9.33	return line manifold	\$	80.00
9.10	Installation of Hydraulic System	\$	8,195.00
9.11	Adder for ARC Wireless Temp Sensor.	\$	688.00
9.70-71`	Two Male-Female Stuchi 4 port 1/2 Couplers & parking Plates)) (Body and Front Plow)	\$	3,252.00
<b>Falls IBR-11A</b>	<b>11' Reversible scraper 1" molboard</b>	\$	14,089.00
	Install Underbody	\$	2,555.00
5.0-1-24	<b>Falls 46B Falls Quick Hitch</b>	\$	3,089.00
5.1(1)	Installation of Hitch (includes painting of one way plow)	\$	2,655.00
	<b>Falls PR1243 Plow Reversible plow and pushbar for 46B hitch</b>	\$	11,665.00
	Falls Snow deflector	\$	502.00
	Screw adjustable parking stand	\$	382.00
	End Markers	\$	151.00
<b>SDLP-10</b>	<b>Falls SDLP-10 Postless Rear mount wing with all standard Equipment</b>	\$	11,840.00
	Rear lift	\$	638.00
	Installation of Rear Mout wing	\$	5,840.00
4.16	hydraulic nitrogen push bar	\$	3,074.00
7.00	<b>Holland PH400 air cushion pintle hitch, installed</b>	Deleted	
1.102-103	truck Light <b>LED Plow Lights</b> mounted aluminum hood mounted bar	\$	1,825.00
1.110	Whelen SYS410D Linear LED Strobe Light Systems with Stainless Steel Rear Housings. Two Stainless Steel Micro 400 with 400 series light heads	\$	3,835.00
1.138	Install DOT Strobe system	\$	1,100.00
1.104	LED <u>wing S</u> ander Light, installed (ADDED WING LIGHT)	\$	450.00
	<b>Total package as proposed</b>	\$	256,064.00
<b>NCI</b>	<b>Curry CW3D 3000 Gallon Water tank on skid for Steller hook lift</b>	\$	73,995.00
	<b>See attachedd Specs</b>		
	<b>Options</b>		
	<b>Adder for eack extra Stellar Skid and Wheels</b>	\$	3,875.00
	<b>Hot Belt over chainon conveyor</b>	\$	6,915.00

Adder for Oilgear FASD60-HP-L-CS 7.94 CID Load Sense Pump. (3750  
PSI) (Note: This will derate the hooklift capacity but provide extra oil at the  
9.47 low end) \$ 1,773.00

Item 35.

Pricing from current MN DOT State Contract valid

Jim McLaughlin, Sales

## **YOUR TRUCK EQUIPMENT HEADQUARTERS**

**1-800-232-3787**

(218) 233-8681

Fax 218-233-9548

3804 Hwy 75 North

Moorhead, MN 56560

email:jimmc@bertsonline.com



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 8, 2024

**AGENDA ITEM:** Consider entering into a purchase agreement with McKeon Roberts

**PREPARED BY:** Matt Wegwerth

### BACKGROUND:

McKeon Roberts owns real property located at 110 SW 15<sup>th</sup> Street, pin 91-028-3232. Currently, this parcel is 1.5 acres in size. 0.3 acres of this parcel is high ground and house, with the remaining 1.2 acres being stormwater wetland.

The City was made aware that stormwater infrastructure was located on private property without the City having the benefit of an easement. In that this stormwater wetland is an integral part of our City drainage system, it was determined that this should be under City ownership. Below is a summary of the costs associated with this purchase.

McKeon Land Sale			
Land Value	\$ 34,100		
		<b>Final</b>	
		<b>Owner</b>	<b>City</b>
Acreage		0.3	1.2
Percentage		20%	80%
Land Value		\$ 6,820.00	<b>\$ 27,280.00</b>
Land Survey		\$ 615.00	\$ 615.00
Legal / Closing Fees		\$ 500.00	\$ 500.00
Total Due			\$ 28,395.00

An agreement on acreage and price has been made between the Owner and City staff. Attached is a copy of this purchase agreement and legal survey.

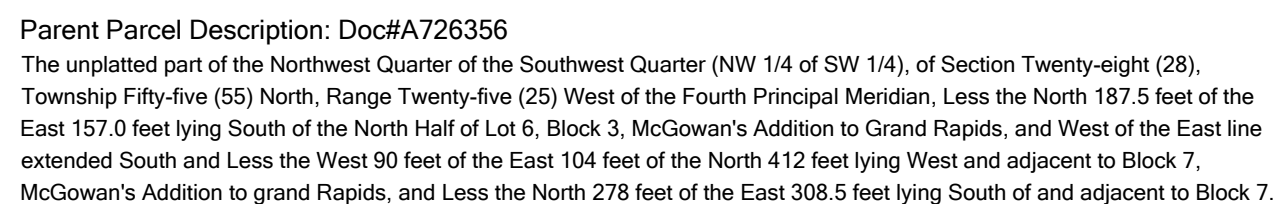
Purchase will be funded with Stormwater Utility funds.

**REQUESTED COUNCIL ACTION:**

Make a motion entering into a purchase agreement for a portion of parcel 91-028-3232 and authorize staff to finalize the sale and make payment in the amount of \$27,280.00 to McKeon Roberts and any associated closing costs upon the execution of a Deed prepared by the City Attorney.

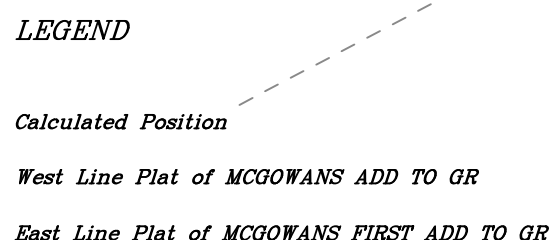


For McKeon Roberts  
Within the Unplatted Part of the Northwest Quarter of the Southwest Quarter,  
Section 28, Township 55 North, Range 25 West,  
Itasca County, Minnesota



**Proposed Parcel A Description:**  
That part of the unplatted part of the Northwest Quarter of the Southwest Quarter, Section 28, Township 55 North, Range 25 West of the Fourth Principal Meridian, Itasca County, Minnesota, bounded as follows:  
On the North by the south right of way of 15th Street Southwest.  
On the West by the east line of the Plat of MCGOWAN'S FIRST ADDITION TO GRAND RAPIDS, according to the plat on file and of record in the office of the Itasca County Recorder.  
On the East by the East 104.00 of the vacated portion of MCGOWAN'S ADDITION TO GRAND RAPIDS, lying West and adjacent to Block 7 per Document No. 222009 found in Book No. MR72, Page 45.  
On the South by the waters edge of an existing pond.  
Parcel contains 0.3 acres more or less.

**Proposed Parcel B Description:**  
That part of the unplatted part of the Northwest Quarter of the Southwest Quarter, Section 28, Township 55 North, Range 25 West of the Fourth Principal Meridian, Itasca County, Minnesota, bounded as follows:  
On the North by the waters edge of an existing pond.  
On the South and West by the Plat of MCGOWAN'S FIRST ADDITION TO GRAND RAPIDS, according to the plat on file and of record in the office of the Itasca County Recorder.  
On the East by the east line of the vacated portion of MCGOWAN'S ADDITION TO GRAND RAPIDS, lying West and adjacent to Block 7 per Document No. 222009 found in Book No. MR72, Page 45.  
EXCEPT  
The East 104.00 feet of the North 412.00 feet lying West and adjacent to Block 7, MCGOWAN'S ADDITION TO GRAND RAPIDS according to the plat on file and of record in the office of the Itasca County Recorder.  
Parcel contains 1.2 acres more or less.



Surveyor's Note:

A boundary survey has not been performed during the creation of this Sketch and Description. All boundary lines shown are based off of record survey information, the Recorded Plat of MCGOWAN'S FIRST ADDITION TO GRAND RAPIDS, and the Vacation Document for the Plat of MCGOWAN'S ADDITION TO GRAND RAPIDS found in Book No. MR72, Page 45. Please see these documents on file and of record in the office of the Itasca County Recorder for more information.

  
**NORTHERN  
LIGHTS** SURVEYING  
SERVICES  
1205 E US HWY 169  
Grand Rapids, MN. 55744  
Phone: (218) 326-5325  
grandrapids@nlsurvey.com

PREPARED FOR:  
McKeon Roberts

SECTION: 28  
TOWNSHIP 55 NORTH  
RANGE 25 WEST  
COUNTY: Itasca  
DATE: 12-5-2023  
DRAWN BY: AT  
JOB NO: GR2023-181  
DRAWING NO: 2023-181

*I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.*

-----  
*Chris Mattila*

*Date: License No. 51766*

## PURCHASE AGREEMENT

This Purchase Agreement is dated 12/18/2023, 2023 (“Effective Date”), by and between McKeon H. Roberts, (“Seller”), located at 110 SW 15<sup>th</sup> Street, Grand Rapids, Minnesota, and the City of Grand Rapids (“City” or “Buyer”), a Minnesota municipal corporation located at 420 North Pokegama Avenue, Grand Rapids, Minnesota.

1. **Sale Price.** Seller agrees to sell to Buyer, for the sum of **\$27,280** and other valuable consideration, as depicted in the attached parcel sketch and description:

*Proposed Parcel B, 1.2 Acres. Within the Unplatted Part of the Northwest Quarter of the Southwest Quarter, Section 28, Township 55 North, Range 25 West, Itasca County, Minnesota. UNPLATTED NW ¼ - SW ¼ Section 28 T55N R25W.*

Said purchase price shall include all improvements, fixtures and appurtenances on the property, which shall be transferred with no additional monetary value, free and clear of all liens and encumbrances.

2. **Earnest Money.** Within three (3) days of the Effective Date, the Buyer shall deposit Five Thousand and no/100 dollars (\$5,000.00) with the Seller as consideration for Seller entering into this Purchase Agreement (“Earnest Money”). The Earnest Money shall be non-refundable except as specifically provided below. The Earnest Money shall be applied to the Sale Price on the Closing Date.
3. **Personal Property.** There is no personal property to be transferred to Buyer as part of this transaction.
4. **Deed/Title.** Subject to performance by Buyer, Seller hereby agrees to execute and deliver to Buyer a Warranty Deed conveying marketable title to the Property subject only to the following exceptions:
  - (1) Building and zoning laws, ordinance, state and federal regulations;
  - (2) Restrictions relating to use or improvement of the Property without effective forfeiture provision;
  - (3) Reservation of any minerals or mineral rights to the State of Minnesota;
  - (4) Utility and drainage easements which do not interfere with present improvements; and
  - (5) Covenants, conditions, restrictions and easements of record, if any.
5. **Real Estate Taxes/Assessments.** Real estate taxes due and payable in the year of closing shall be prorated between Seller and Buyer on a calendar year basis to the actual date of closing unless otherwise provided in this Purchase Agreement. Real estate taxes, including penalties, interest, and any associated fees, payable in the years prior to closing shall be paid by Seller. Buyer and Seller shall prorate, as of the date of closing, all installments of

special assessments certified for payment with the real estate taxes due and payable in the year of closing. As Buyer is a municipal corporation there will be no taxes or assessments levied following the sale of the property.

6. **Expenses.** Except as stated below, all expenses related to the use, maintenance and occupancy of the Property prior to the closing shall be paid by Seller. It shall be assumed the Buyer will own the Property for the entire date of the closing.
7. **Damage to the Property or Eminent Domain.** If there is any loss or damage to the Property between the date hereof and the date of closing, the risk of loss shall be on the Seller. If the Property is destroyed or substantially damaged before the closing, Buyer may, at Buyer's option, terminate this Purchase Agreement in accordance with paragraph 9 below. If eminent domain proceedings are commenced prior to the Closing against all or any part of the Property, Seller shall immediately give written notice to Buyer, and Buyer shall have the right, at its option, to terminate this Agreement in accordance with paragraph 9 below.
8. **Examination of Title.** Seller shall, at Seller's cost, within a reasonable time after acceptance of this Agreement, furnish an Abstract of Title or a Registered Property Abstract, certified to date to include proper searches covering bankruptcies, state and federal judgments, liens and levied and pending special assessments or a title commitment for an ALTA 2006 Owner's Policy of Title Insurance, in the amount of the Sale Price, insuring Buyer's title to the Property. Seller shall use Seller's reasonable efforts to provide fee simple marketable title subject only to the exceptions identified in Paragraph 4 above by the Closing Date. If Seller has not provided marketable title by the Closing Date, (a) Seller shall have an additional 30 days to make title marketable; or (b) Buyer may waive title defects by written notice to Seller; and (c) in addition to the 30-day extension, Buyer and Seller may agree to further extend the Closing Date. Lacking an extension or waiver by Buyer, or upon the expiration of the extension, either party may declare this Purchase agreement canceled by written notice to the other party, in which case this Purchase Agreement is canceled.
9. **Cancellation or Termination of the Purchase Agreement.** If the Buyer fails to cure the breach of a Buyer obligation in the manner provided in this Purchase Agreement, Seller may cancel this Purchase Agreement with notice required by Minn. Stat. 559.21. Buyer may, in its sole discretion, terminate this Purchase Agreement prior to closing for any reason by giving Seller written notice. If Buyer terminates the Purchase Agreement due to Seller's breach of a Seller obligation under the Purchase Agreement, then the Seller shall refund the Earnest Money to Buyer.
10. **Closing Date/Possession.** Closing shall occur on or before **February 29, 2024**, or at such other date as may be agreed to by the parties in writing ("Closing Date"). Closing shall take place at the offices of a third-party closing company selected by Buyer, or at such other location as may be mutually agreeable in writing to the parties. Seller shall deliver possession of the Property on the date of closing.
11. **Seller's Obligations at Closing.** At the Closing, Seller shall deliver to Buyer a duly executed warranty deed in recordable form, conveying to Buyer fee simple marketable title to

the Property and all rights appurtenant, free and clear of all mortgages, liens and encumbrances not listed in Paragraph 4 above, together with a seller's affidavit, FIRPTA affidavit, evidence as to the authority of the persons executing documents on behalf of Seller, well certificate and all other documents reasonably necessary to consummate the transaction contemplated by this Purchase Agreement.

**12. Buyer's Obligations at Closing.** At the Closing, Buyer shall pay to Seller the full amount of the Sale Price, as increased or decreased by prorations or adjustments set forth in this Agreement, and shall deliver to Seller all other documents reasonably necessary to consummate the transaction contemplated by this Agreement.

**13. Closing Costs.** Seller and Buyer agree to the payment of costs in connection with the Closing as follows: (a) Seller and Buyer each will pay one-half of any reasonable and customary closing fees or charges imposed by the third-party closing company for closing the transaction; (b) Seller and Buyer each will pay one-half of legal survey costs; (c) Seller shall pay all state deed tax for the recording of the deed; (d) Seller shall pay the cost of recording all documents necessary to place record title in the condition warranted by Seller in this Agreement and Buyer will pay the cost of recording the deed conveying the Property to Buyer; and (e) any other costs required to be paid by Buyer or Seller by Closing pursuant to this Agreement.

**14. Representations and Warranties.** There are no representations or warranties made with regard to the Property except as set out in this Purchase Agreement or any attached Addenda to the Agreement.

**15. Time.** Time is of the essence for all provisions of this contract.

**16. Survival.** All of the warranties, representation and covenants of this Agreement shall survive and be enforceable after the closing.

**17. Successor and Assigns.** All provisions of this Agreement shall be binding on the new Buyer's and Seller's successors and assigns.

**18. Entire Agreement.** This Purchase Agreement constitutes the complete agreement between the parties regarding the purchase and sale of the Property and supersedes any prior oral or written agreements between the parties regarding the purchase and sale of the Property. There are no verbal agreements that change this Purchase Agreement. No waiver of any term of this Agreement will be effective unless in writing executed by the parties. The signatories to this Agreement represent that they are authorized to execute this Agreement.

**19. Seller's Warranties:**

(a) Seller does not know of a private sewer system on or serving the property.

(b) This Purchase Agreement is not subject to a private sewer and well inspection addendum.



- (c) Seller does not know of any hazardous substances or underground storage tanks located on the property.
- (d) Seller represents that it is the fee owner of the Property.
- (e) Seller warrants that it has received no notice of any action, litigation, investigation or proceeding of any kind pending neither against Seller, nor to the best of Seller's knowledge is any action, litigation, investigation, or proceeding pending or threatened against the Subject Premises, or any part thereof.
- (f) All labor or material which has been or will be furnished to the Property have been fully paid for or will be fully paid for prior to the Closing so that no lien for labor or material rendered can be asserted against the Property.

**20. Brokerage Commissions.** Seller and Buyer each represent and warrant that it has not been involved with any real estate brokers or agents on its behalf in connection with the transaction contemplated under this Purchase Agreement and that no commissions or costs are owed or being paid to any real estate broker or agent in connection with this transaction. Seller and Buyer agree to indemnify and hold harmless the other party from any loss, liability, cost, damage or expense resulting from, or relating to, the breach of its representation under this Paragraph and any claim for real estate commissions or costs resulting from the indemnifying party's actions in connection with this transaction not provided for above. These obligations of Seller and Buyer shall survive Closing or any termination of this Agreement.

**21. Miscellaneous:**

- (a) This Agreement represents the complete and final agreement of the parties regarding sale of the Property and supersedes any prior oral or written understanding. This Agreement may be amended only by a writing executed by both parties. This Agreement shall be binding on the parties hereto, their successors and assigns.
- (b) Buyer and Seller represent and warrant that the recitals contained herein are true and accurate as of the date of execution of this Agreement.
- (c) All notices required hereunder shall be given by depositing in the U.S. mail, postage prepaid, certified mail, return receipt requested, to the following addresses (or such other addresses as either party may notify the other)

To the Buyer:           City of Grand Rapids  
                                   Attn: Tom Pagel, City Administrator  
                                   420 North Pokegama Ave.  
                                   Grand Rapids, MN 55744

To the Seller:           McKeon H. Roberts  
                                   110 SW 15<sup>th</sup> Street  
                                   Grand Rapids, MN 55744

**22. Effective Date of Agreement.** This Agreement shall become effective and shall be binding upon the parties hereto only after it has been executed by each of the parties hereto.

[Remainder of page intentionally blank; signature page follows]

**SELLER:**  
**MCKEON H. ROBERTS**

**BUYER:**  
**CITY OF GRAND RAPIDS**

Mckeon Roberts 12/18/2023  
\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Buyer Date







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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 8, 2024

**AGENDA ITEM:** Consider adopting a resolution to accept a \$150 donation to the Grand Rapids Police Reserve Unit from Kona Ice.

**PREPARED BY:** Chief Andy Morgan

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### BACKGROUND:

Grand Rapids Police Reserve Unit is comprised of fifteen (15) civilian volunteers that are unlicensed officers. The Reserves volunteer several hundred hours per year, providing security at the yearly Tall Timber Days, Car show and Swap, Itasca County Fair, National Night Out, High School games, 4th July fireworks, Polar Plunge and other community events. They also volunteer several hours a year doing rides along with licensed patrol officers.

Within the past thirty days, Kona Ice reached out to Grand Rapids Police Leadership indicating that they wished to donate to the GRPD Reserve Unit. Kona Ice reports attending multiple community summer events where the Reserve Unit provided services. Kona Ice expressed great appreciation and respect for these volunteers. Recognizing such dedication Kona Ice wishes to express support for the Reserves by providing an unsolicited donation of \$150.

The Grand Rapids Police Reserve Unit is a truly valued aspect of GRPD that seldom receives the credit they deserve.

### REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution to accept a \$150 donation to the Grand Rapids Police Reserve Unit from Kona Ice.







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

RESOLUTION NO. 24-

A RESOLUTION ACCEPTING A \$150.00 DONATION FROM  
KONA ICE TO THE GRAND RAPIDS' POLICE DEPARTMENT  
RESERVE PROGRAM FOR EXPENDITURES

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

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

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

- Kona Ice has donated \$150.00 to the Grand Rapids Police Department for Police Reserve Expenditures

Adopted this 8<sup>th</sup> day of January, 2024

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Tasha Connelly, Mayor

Attest:

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Kimberly Johnson-Gibeau, City Clerk

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