



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

## **CITY COUNCIL MEETING AGENDA**

**Monday, July 25, 2022**

**5:00 PM**

**CALL TO ORDER:** Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, July 25, 2022 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

**CALL OF ROLL:**

**PUBLIC FORUM:**

**COUNCIL REPORTS:**

**APPROVAL OF MINUTES:**

1. Approve minutes for July 11, 2022 Worksession and Regular meetings, July 15, 2022 Special meeting and summary of July 11, 2022 Closed meeting.

**VERIFIED CLAIMS:**

2. Approve the verified claims for the period July 6, 2022 to July 18, 2022 in the total amount of \$1,377,133.29 of which \$293,672.50 are debt service payments.

**ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:**

3. Review and acknowledge minutes for Boards & Commissions.

**CONSENT AGENDA:**

4. Consider authorizing the Mayor to sign a Professional Services Proposal with Encompass, Inc. for Exterior Facade Evaluation at the Library
5. Consider vacating one seat on the Police Community Advisory Board and support efforts to fill the vacancy
6. Consider signing a Memorandum of Understanding (MOU) with the Itasca County Toward Zero Deaths Coalition.
7. Consider approving Human Resources Officer job description and authorize posting the position.
8. Consider approving temporary liquor license for IEDC event scheduled for September 2, 2022.
9. Consider hiring golf course employees

- [10.](#) Consider adopting a resolution to authorize closing Debt Service Fund- General Obligation State-Aid Street Bond 2007B Fund.
- [11.](#) Consider the appointment if Jeremy Gambill to the position of Haz-Mat Equipment and Training Assistant with the Grand Rapids Fire Department.
- [12.](#) Consider approving payment to Adessa & the Beat for Tall Timber Days performance.
- [13.](#) Consider entering into agreement with Zix Corporation.
- [14.](#) Consider authorizing the police department to apply for a 2022-2023 Toward Zero Deaths (TZD) grant from the Minnesota Department of Public Safety- Office of Traffic Safety.
- [15.](#) Consider authorizing quotes and the purchase of a compact track loader for the Public Works Department
- [16.](#) Consider approving temporary liquor license for St. Joseph’s event scheduled for September 10, 2022.

SET REGULAR AGENDA:

COUNCIL:

- [17.](#) Consider appointment of applicant to Arts & Culture Commission and accept the resignation of Anne-Marie Erickson from the same.
- [18.](#) Consider appointment of two applicants to the Police Community Advisory Board.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR August 8, 2022, AT 5:00 PM

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

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

ATTEST: Kimberly Gibeau, City Clerk



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**CITY COUNCIL CLOSED MEETING MINUTES**

**Monday, July 11, 2022  
4:00 AM**

Mayor Christy called the meeting to order at 4:02 PM.

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

STAFF: Tom Pagel, Chad Sterle, Barb Baird

**BUSINESS:**

Mayor Christy stated the reason for the meeting and called for a motion to close.

1. Discuss union negotiation strategy.

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

Conducted discussion related to union negotiations strategy for 2023 contracts.

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

There being no further business, the meeting adjourned at 4:24 PM.

Respectfully submitted:

Barb Baird, Director of Finance



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**CITY COUNCIL WORKSESSION MINUTES**

**Monday, July 11, 2022**

**4:30 PM**

Mayor Christy called the meeting to order at 4:36 PM.

**ROLL CALL:**

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

**STAFF:** Tom Pagel, Chad Sterle, Barb Baird, Rob Mattei, Erik Scott, Travis Cole, Shawn Graeber, Andy Morgan, Kevin Ott

**BUSINESS:**

1. GoMARTI Autonomous Vehicle Update

Present is Justin Johnson and Myrna Peterson, virtually, to provide presentation on goMARTI program, including proposed route, days and hours of operation.

**REVIEW OF REGULAR AGENDA:**

Upon review, Consent agenda item #14 moved to Regular agenda as #19a. No other changes or additions are noted.

**ADJOURN:**

There being no further business, the meeting adjourned at 5:21 PM.

Respectfully submitted:

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



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**CITY COUNCIL MEETING MINUTES**  
**Monday, July 11, 2022**  
**5:00 PM**

Mayor Christy called the meeting to order at 5:22 PM.

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

STAFF: Tom Pagel, Chad Sterle, Travis Cole, Shawn Graeber, Andy Morgan, Kevin Ott, Matt Wegwerth, Will Richter, Barb Baird, Rob Mattei

**PUBLIC FORUM:**

Captain Andy Morgan, Grand Rapids Police Department made note of changes to Police Community Advisory Board.

**COUNCIL REPORTS:**

No reports submitted.

**APPROVAL OF MINUTES:**

1. Approve Council minutes for Monday, June 27, 2022 Regular and Worksession meetings.

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

**VERIFIED CLAIMS:**

2. Approve the verified claims for the period June 21, 2022 to July 5, 2022 in the total amount of \$883,682.93.

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

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

3. Reviewed and acknowledged minutes for Board & Commission meetings as presented.

March 9, 2022, March 22, 2022, April 13, 2022, and April 26, 2022 PUC Meetings  
 May 3, 2022 Arts & Culture Commission  
 May 17, 2022 Golf Course Board  
 May 25, 2022 Human Rights Commission

CONSENT AGENDA:

4. Consider entering into a professional services agreement with SEH for the drafting of legal descriptions at the former Murphy Elementary School site.
5. Consider changing Long Term Disability (LTD) to Mutual of Omaha.
6. Consider approving the final pay estimate for CP 2015-3, Hwy 2 W Trail in the amount of \$13,722.94 and balancing change order #4.
7. Consider adopting a resolution accepting low bid and entering into an agreement with KGM Contractors for CP 2022-4, 7<sup>th</sup> Avenue SE Overlay project.

**Adopted Resolution 22-64**

8. Consider donating old engine 116 to the Itasca County Fairgrounds Board and dispose of old engine 115 at scrap yard.
9. Consider accepting the resignation of Lee Longoria from the position of Firefighter.
10. Consider approving golf course employment start and end dates
11. Consider approving Chamber/ Golf Contract
12. Consider amending Haz-Mat job descriptions and authorize City Staff to post the Haz-Mat, Equipment and Training Assistant position internally.
13. Consider authorizing the signing of a Corrective Quit Claim Deed for property located within the Plat of Industrial Park Addition to Grand Rapids.
14. Moved to Regular agenda as 19a.
15. Consider adopting a resolution appointing election judges for 2022 elections.

**Adopted Resolution 22-65**

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

## SET REGULAR AGENDA:

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

## CIVIC CENTER &amp; PARKS:

16. Consider a resolution approving the referendum language to establish a local sales tax in the City of Grand Rapids for IRA Civic Center Improvements.

Administrator Pagel provides background information related to the proposed ballot question for the 2022 General Election.

Motion made by Councilor Connelly, Second by Councilor Adams to **adopt Resolution 22-66**, approving referendum language establishing local sales tax for Civic Center project to be on the November 8, 2022 ballot. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

17. Consider a resolution awarding a contract to TNT Construction for Bid Package 1, including the supply and installation of wood trusses and decking at the West Venue of the IRA Civic Center.

Motion made by Councilor Toven, Second by Councilor Blake to **adopt Resolution 22-67**, awarding bid package 1 for the west venue Civic Center project. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

## COMMUNITY DEVELOPMENT:

18. Consider approval of a resolution supporting an 8-unit owner occupied community land trust single-family housing development.

Motion made by Councilor Blake, Seconded by Councilor Connelly to **adopt Resolution 22-68**, supporting 8 unit community land trust as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

## POLICE:

19. Consider authorizing the purchase and payment of a EDI-USA Level III Ballistic Shield

Motion made by Councilor Connelly, Second by Councilor Toven to approving purchase and payment of EDI-USA Level III Ballistic Shield. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

19a. Consider allowing the Police Department to solicit bids from local car dealerships for a Chiefs administration vehicle. Also consider the allowing the Building Safety Division to solicit bids for two Building Rental Inspector vehicles.

Administrator Pagel explains reasons to considering a possible purchase of vehicles planned for 2023.

Motion made by Councilor Connelly, Second by Councilor Blake authorizing the Police Department and Building Safety Division to solicit bids for vehicles. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

There being no further business, the meeting adjourned at 5:50 PM.

Respectfully submitted:

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk





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**CITY COUNCIL SPECIAL MEETING MINUTES**  
**Friday, July 15, 2022**  
**8:00 AM**

Mayor Pro-Tem Connelly called the meeting to order at 8:00 AM.

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

STAFF: Tom Pagel

**BUSINESS:**

1. Authorize payment to Duane Goodwin per his contract.

Motion made by Councilor Blake, Second by Councilor Toven to approve payment to Duane Goodwin as presented. Voting Yea: Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

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

Respectfully submitted:

*Kimberly Gibeau*

Kimberly Gibeau, City Clerk

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/25/2022

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
CITY WIDE		
0221650	BURGGRAF'S ACE HARDWARE	363.34
0309805	CIVICPLUS, LLC	7,800.00
0315455	COLE HARDWARE INC	9.49
1503245	OFFICE ENTERPRISES INC	208.00
1908248	SHERWIN-WILLIAMS	225.84
2000522	TNT CONSTRUCTION GROUP, LLC	8,054.00
	TOTAL CITY WIDE	16,660.67
SPECIAL PROJECTS-NON BUDGETED		
0401425	DAKOTA SUPPLY GROUP	1,258.65
1801232	RADKO IRON & SUPPLY INC	827.80
1908248	SHERWIN-WILLIAMS	120.76
	TOTAL SPECIAL PROJECTS-NON BUDGETED	2,207.21
ADMINISTRATION		
1215630	LOREN SOLBERG CONSULTING, LLC	1,600.00
1301020	MADDEN GALANTER HANSEN, LLP	1,045.00
	TOTAL ADMINISTRATION	2,645.00
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM SERVICES	52.89
0401425	DAKOTA SUPPLY GROUP	554.76
1901535	SANDSTROM'S INC	313.67
	TOTAL BUILDING SAFETY DIVISION	921.32
FINANCE		
0718060	GRAND RAPIDS HERALD REVIEW	464.00
0809436	HILDI INC	1,100.00
	TOTAL FINANCE	1,564.00
FIRE		
0118100	ARAMARK UNIFORM SERVICES	27.56
0121721	AUTO VALUE - GRAND RAPIDS	99.90
0504825	EDWARDS OIL INC	1,030.14
0717995	GRAND FORKS FIRE EQUIPMENT LLC	40.43
1200500	L&M SUPPLY	113.36

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VENDOR #	NAME	AMOUNT DUE
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GENERAL FUND		
FIRE		
	TOTAL FIRE	1,311.39
INFORMATION TECHNOLOGY		
1915248	SHI INTERNATIONAL CORP	3,428.00
	TOTAL INFORMATION TECHNOLOGY	3,428.00
PUBLIC WORKS		
0100046	ASV HOLDINGS INC	2,195.65
0103325	ACHESON TIRE INC	190.00
0104799	ADVANCED SERVICES INC	2,045.00
0221650	BURGGRAF'S ACE HARDWARE	245.34
0301685	CARQUEST AUTO PARTS	185.06
0315455	COLE HARDWARE INC	112.94
0501650	EARL F ANDERSEN	232.55
0601690	FASTENAL COMPANY	1,446.95
0801825	HAWKINSON CONSTRUCTION CO INC	1,680.12
0801836	HAWKINSON SAND & GRAVEL	167.06
1200500	L&M SUPPLY	19.98
1303039	MCCOY CONSTRUCTION & FORESTRY	276.42
1415545	NORTHLAND LAWN & SPORT, LLC	350.60
1421155	NUCH'S IN THE CORNER	56.35
1605665	PERSONNEL DYNAMICS LLC	777.60
1615435	POLE PAINTING PLUS INC	11,250.00
1801615	RAPIDS WELDING SUPPLY INC	18.49
1801899	RAY'S SPORT & CYCLE	279.98
1813125	RMB ENVIRONMENTAL	32.67
1815915	ROYAL TIRE INC	1,324.80
1908248	SHERWIN-WILLIAMS	20.39
1911545	SKOGLUND ELECTRIC LLC	1,102.09
1920555	STOKES PRINTING & OFFICE	145.00
2000522	TNT CONSTRUCTION GROUP, LLC	6,896.32
2018560	TROUT ENTERPRISES INC	1,800.00
2305453	WESCO RECEIVABLES CORP	4,166.10
	TOTAL PUBLIC WORKS	37,017.46
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	18.35
0513233	EMERGENCY AUTOMOTIVE TECH INC	996.62
1200500	L&M SUPPLY	199.00
1801615	RAPIDS WELDING SUPPLY INC	155.11

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INVOICES DUE ON/BEFORE 07/25/2022

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FLEET MAINTENANCE		
TOTAL FLEET MAINTENANCE		1,369.08
POLICE		
0121725	AUTOMOTIVE ELECTRIC LLC	110.00
0301685	CARQUEST AUTO PARTS	-118.95
0415529	DONDELINGER FORD	48.06
2000400	T J TOWING	197.84
TOTAL POLICE		236.95
GENERAL FUND-LIQUOR/CHART GAMB		
1920236	STELLAR MEDICAL & EQUIPMENT	450.01
TOTAL		450.01
PUBLIC LIBRARY		
1309332	MN STATE RETIREMENT SYSTEM	2,279.21
TOTAL		2,279.21
CENTRAL SCHOOL		
1901535	SANDSTROM'S INC	91.80
2018680	TRU NORTH ELECTRIC LLC	398.85
2209421	VIKING ELECTRIC SUPPLY INC	169.64
TOTAL		660.29
AIRPORT		
0112450	ALL FLAGS, LLC	295.65
1301015	MACQUEEN EQUIPMENT INC	3,757.40
1608345	PHILS GARAGE DOOR	500.00
2018680	TRU NORTH ELECTRIC LLC	526.20
TOTAL		5,079.25

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INVOICES DUE ON/BEFORE 07/25/2022

VENDOR #	NAME	AMOUNT DUE
CIVIC CENTER		
GENERAL ADMINISTRATION		
0118230	ARENA WAREHOUSE, LLC	5,357.46
0221650	BURGGRAF'S ACE HARDWARE	114.11
1200855	LVC COMPANIES INC	110.00
1801613	RAPIDS PRINTING	469.00
1901535	SANDSTROM'S INC	585.43
TOTAL GENERAL ADMINISTRATION		6,636.00
STATE HAZ-MAT RESPONSE TEAM		
0601690	FASTENAL COMPANY	214.44
TOTAL		214.44
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE	78.94
1415590	NORTHWEST GAS	845.11
TOTAL		924.05
GO RFDG BONDS 2017B		
2100265	U.S. BANK	6,900.00
TOTAL		6,900.00
GO ST RECON & CIP 2018A		
2100265	U.S. BANK	25,168.75
TOTAL		25,168.75
GO & ABATEMENT BOND 2019A		
2100265	U.S. BANK	17,615.00
TOTAL		17,615.00
GO STREET RECONST BONDS 2020A		

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INVOICES DUE ON/BEFORE 07/25/2022

VENDOR #	NAME	AMOUNT DUE
-----		
GO STREET RECONST BONDS 2020A		
2100265	U.S. BANK	18,681.25
	TOTAL	18,681.25
GO & ABATEMENT BOND 2021B		
2100265	U.S. BANK	70,650.00
	TOTAL	70,650.00
GO IMP BONDS 2009C		
0315515	COMPUTERSHARE TRUST CO, NA	27,875.00
	TOTAL	27,875.00
GO IMP, CIP & REFUNDING 2010A		
0315515	COMPUTERSHARE TRUST CO, NA	4,381.25
	TOTAL	4,381.25
GO IMP & RFNDING BONDS 2011B		
0315515	COMPUTERSHARE TRUST CO, NA	5,526.25
	TOTAL	5,526.25
GO IMPROVEMENT BONDS 2012A		
0315515	COMPUTERSHARE TRUST CO, NA	14,786.25
	TOTAL	14,786.25
GO IMPRV RECONST BONDS 2013B		
2100265	U.S. BANK	33,893.75
	TOTAL	33,893.75

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INVOICES DUE ON/BEFORE 07/25/2022

VENDOR #	NAME	AMOUNT DUE
-----		
GO IMP BONDS 2014A		
2100265	U.S. BANK	17,765.00
	TOTAL	17,765.00
GO IMPRV RECONST BONDS 2016A		
2100265	U.S. BANK	15,580.00
	TOTAL	15,580.00
GO IMPRV RECONST BONDS 2017A		
2100265	U.S. BANK	26,587.50
	TOTAL	26,587.50
1ST AVE CONDO ABATEMENT		
0100000	1ST AVE CONDOMINIUMS LLC	21,758.88
	TOTAL	21,758.88
TIF 1-8 LAKEWOOD APTS		
1201450	LAKEWOOD HEIGHTS	15,947.98
	TOTAL	15,947.98
TIF 1-6 OLD HOSPITAL BONDS		
2100265	U.S. BANK	8,262.50
	TOTAL	8,262.50
TIF 1-7 BLK 37 REDEVELOPMENT		
0718070	GRAND RAPIDS STATE BANK	7,768.47
	TOTAL	7,768.47

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VENDOR #	NAME	AMOUNT DUE
TIF 1-6 OLD HOSP HSING PAYGO		
0717989	GRAND PLAZA HOUSING	14,789.09
	TOTAL	14,789.09
TIF 1-10 RIVER HILLS APT		
1809793	RIVER HILLS OF GR, LLC	28,090.11
	TOTAL	28,090.11
TIF 1-12 PILLARS/KTJ338, LLC		
1120300	KTJ 338, LLC	12,512.91
	TOTAL	12,512.91
GENERAL CAPITAL IMPRV PROJECTS		
0405223	MDI	94,250.00
	TOTAL	94,250.00
MAY MOBILITY		
1201730	LATVALA LUMBER COMPANY INC.	875.25
	TOTAL MAY MOBILITY	875.25
MUNICIPAL ST AID MAINTENANCE		
7TH STREET OVERLAY		
1900225	SEH	7,920.00
	TOTAL 7TH STREET OVERLAY	7,920.00
AIRPORT CAPITAL IMPRV PROJECTS		
RUNWAY 16/34 RECONSTRUCTION		
1900225	SEH	49,910.00
	TOTAL RUNWAY 16/34 RECONSTRUCTION	49,910.00



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INVOICES DUE ON/BEFORE 07/25/2022

VENDOR #	NAME	AMOUNT DUE
2021	INFRASTRUCTURE BONDS	
	2015-3 HIGHWAY 2 WEST TRAIL	
	1900225 SEH	6,127.35
	TOTAL 2015-3 HIGHWAY 2 WEST TRAIL	6,127.35
2022	INFRASTRUCTURE/ARPA	
	21ST STREET IMPROVEMENTS	
	1900225 SEH	18,173.59
	2000522 TNT CONSTRUCTION GROUP, LLC	102,776.14
	TOTAL 21ST STREET IMPROVEMENTS	120,949.73
STORM WATER UTILITY		
	0121721 AUTO VALUE - GRAND RAPIDS	3.96
	0315455 COLE HARDWARE INC	9.99
	0514798 ENVIRONMENTAL EQUIPMENT AND	845.09
	1900225 SEH	356.25
	2000522 TNT CONSTRUCTION GROUP, LLC	9,670.68
	2018560 TROUT ENTERPRISES INC	1,342.20
	TOTAL	12,228.17
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$476,732.27
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
	0100053 AT&T MOBILITY	3,937.68
	0104095 DALE ADAMS	71.37
	0305530 CENTURYLINK QC	259.00
	0309600 CIRCLE K/HOLIDAY	56.24
	0315543 CONSTELLATION NEWENERGY -GAS	197.17
	0418360 DVS RENEWAL	50.00
	0718015 GRAND RAPIDS CITY PAYROLL	291,234.73
	0718070 GRAND RAPIDS STATE BANK	405.43
	0920055 ITASCA COUNTY RECORDER	138.00
	1301146 MARCO TECHNOLOGIES, LLC	988.38
	1309098 MINNESOTA MN IT SERVICES	453.21
	1309269 MN DEPT OF NATURAL RESOURCES	1,602.00
	1309302 MN DEPT OF PUBLIC SAFETY	28.50
	1309332 MN STATE RETIREMENT SYSTEM	2,184.00
	1309335 MINNESOTA REVENUE	8,208.00
	1309375 MINNESOTA UNEMPLOYMENT COMP FD	2,485.70
	1516220 OPERATING ENGINEERS LOCAL #49	119,976.00
	1621130 P.U.C.	31,399.36
	2000490 TDS Metrocom	650.69

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INVOICES DUE ON/BEFORE 07/25/2022

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
2209665	VISA	8,446.93
2209705	VISIT GRAND RAPIDS INC	23,022.40
2301700	WM CORPORATE SERVICES, INC	2,808.73
T001341	DUANE GOODWIN	20,625.00
T001425	FOXTROT TOURING CORP	87,500.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$606,728.52
TOTAL ALL DEPARTMENTS		\$1,377,133.29



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**POKEGAMA GOLF COURSE BOARD  
 MEETING MINUTES**

**Tuesday, June 21, 2022  
 7:30 AM**

**CALL TO ORDER:** Pursuant to due notice and call thereof, a Regular Meeting of the Pokegama Golf Course Board will be held on Tuesday, June 21, 2022 at 7:30 AM at Pokegama Golf Course, 3910 Golf Course Road, Grand Rapids, Minnesota.

**ROLL CALL:** Rick McDonald, John Bauer, Pat Pollard, John Ryan. Absent: Kelly Kirwin

**PUBLIC INPUT:** None

**SETTING THE AGENDA:** (This is an opportunity to approve the regular agenda as presented or add/delete an Agenda item by a majority vote of the Board members present.

John Bauer motioned to approve the agenda as presented. Rick McDonald Second. Motion Carried.

**APPROVE MINUTES:**

1. Approve minutes for May 17, 2022 Golf Board Meeting.  
 Pat made a motion John B Second. Motion Carried

**CLAIMS AND FINANCIAL STATEMENTS:**

2. Approve bills and acknowledge financials  
 Rick made a motion to approve the bills in the amount of \$134,483.42 John B Second. Motion Carried.

**VISITORS:** No visitors

**REPORTS:** Steve Ross Report: Steve was absent due to the wind storm last night. Bob reports that there are a few downed trees including the last of the Spruce on hole # 9. Many branches are also down. A great deal of clean up is underway. Pokegama Grill tables and chairs were scattered this morning with one table top shattered.

Director of Golf Bob Cahill Reports Junior golf program lessons are underway with a very good turnout is all categories. Northern Minnesota Builders Association event had a record number of participants at 135. Caring Fore Kids event had 269 golfers.

There was discussion on the winter damage to the greens and the progress that has been made. The damaged areas have been slit seeded, topdressed, and fertilized. Progress is slow. Steve Ross expects it will take until mid-July until they are healed.

**BUSINESS:**

4. Trackman Funds. A discussion took place and will continue at the next meeting around the Trackman Funds and the budget that needs to be created to outline annual maintenance, future investments and the intent of any additional funds available. Teaching golf in the schools, junior rental sets, junior leased clubs were all ideas that came up in this discussion.

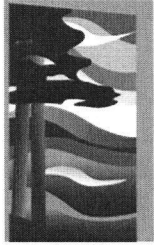
The 2021/2022 Trackman Season Net profit is approximately \$19,000. John Ryan recommended that 50% of this amount be used for Trackman maintenance, license fees, and support fees. Discussion on the use of the remaining 50% continues

Bob Cahill recommended that \$2,000 of the Trackman Fund be donated to Grand Rapids High School Golf Programs to be used for payments to assistant boys and girls coaches for their time spent coaching. Rick made a motion to donate \$2,000 to the GRHS golf program to be used for payments to the assistant boys coach and assistant girls coach in the amount of \$1,000 each. John Bauer Second Motion Carried

**CORRESPONDENCE AND OPEN DISCUSSION:**

ADJOURN: Motion made by Rick. Second by John R. Motion Carried

Minutes prepared by substitute recording secretary Bob Cahill



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

# GRAND RAPIDS AREA LIBRARY BOARD MEETING MINUTES

**Wednesday, June 08, 2022**

**5:00 PM**

**CALL TO ORDER:** Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids Area Library Board will be held on Wednesday, June 8, 2022 at 5:00 PM in City Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

Vice-Chair Martin called the meeting to order at 5:00 pm.

**CALL OF ROLL:**

Present: Kee, Lassen, Martin, Richards, Squadroni, Tabbert, Teigland

Absent: Blocker, MacDonell

Staff: Will Richter

**APPROVAL OF AGENDA:**

Mover: Richards

Seconder: Kee

Result: Approved 7-0

**PUBLIC COMMENT (if anyone wishes to address the Board):**

None

**APPROVAL OF MINUTES:**

1. Consider Approval of Library Board Minutes

Mover: Teigland

Seconder: Kee

Result: Approved 7-0

**COMMUNICATIONS:**

None

FINANCIAL REPORT & CLAIMS (Roll Call Vote Required):

2. Library Financials

Mover: Kee

Secunder: Richards

Result: Approved 7-0 via roll-call

CONSENT AGENDA (Roll Call Vote Required):

3. Resolution 2022-05 Accepting Donations

Mover: Squadroni

Secunder: Richards

Result: Approved 7-0 via roll-call

REGULAR AGENDA:

4. Summer Reading: Read Beyond the Beaten Path - Informational

5. Catholic Community Foundation Grant - Informational

6. Itasca County Justice Center Referendum - Informational

UPDATES:

FRIENDS

Update by Teigland. Annual meeting tonight! Book sale 6/23 and 6/24 at Community Presbyterian.

FOUNDATION

Update by Tabbert.

9/15/22 – volunteer opportunity at Second Harvest

11/17/22 – 4<sup>th</sup> quarter meeting

2/16/23 – 1<sup>st</sup> quarter meeting

STAFF REPORTS:

7. Library Reports and Statistics

Library Director reported on library statistics and updated Library Board on status of the music park.

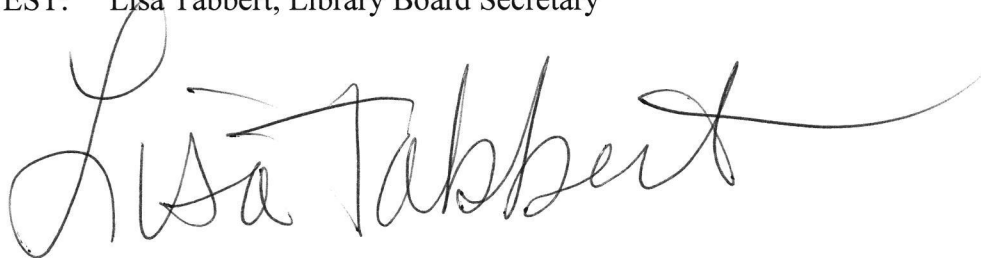
ADJOURNMENT:

Vice-Chair Martin adjourned the meeting at 5:34.

NEXT REGULAR MEETING IS SCHEDULED FOR July 13, 2022, AT 5:00 PM.

VENUE: City Council Chambers, 420 North Pokegama Avenue, Grand Rapids, MN 55744

ATTEST: Lisa Tabbert, Library Board Secretary

A handwritten signature in black ink that reads "Lisa Tabbert". The signature is written in a cursive style with a long, sweeping tail on the letter "t".



CITY OF  
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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 25, 2022

**AGENDA ITEM:** Consider authorizing the Mayor to sign a Professional Services Proposal with Encompass, Inc. for Exterior Facade Evaluation at the Library

**PREPARED BY:** Will Richter, Library Director

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### **BACKGROUND:**

Water intrusion issues at the Library are ongoing. The Facilities Maintenance Manager has recommended hiring Encompass, Inc. to conduct an evaluation. At the 07-13-2022 Library Board meeting, the Board accepted the staff recommendation. City Council approval is needed for the Mayor to sign the attached Professional Services Proposal.

### **REQUESTED COUNCIL ACTION:**

Make a motion to authorize Mayor Christy to sign a Professional Services Proposal with Encompass, Inc. for Exterior Facade Evaluation at the Library.





June 10, 2022

Nathan Morlan  
 Facility Maintenance Manager/Building Official  
 City of Grand Rapids  
 420 North Pokegama Avenue  
 Grand Rapids, MN 55744  
[nmorlan@ci.grand-rapids.mn.us](mailto:nmorlan@ci.grand-rapids.mn.us)

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

Dear Nathan:

In accordance with your request, we are pleased to present our proposal to conduct an evaluation of the exterior facade at the Grand Rapids Area Library.

### **SCOPE OF PROPOSED SERVICES**

Encompass, Inc. proposes to provide the following services:

#### **Document Review**

- Review available pertinent documents provided by the City of Grand Rapids.
- Desirable documents for review include design drawings, specifications, addenda, and other documents related to the original construction; building repairs; maintenance reports, work orders, or reports from others relative to the exterior facade.

#### **Site Visit & Documentation**

- The assessment will consist of a review and documentation of existing conditions of the exterior facade and any related structural components.
- The inspections will be led by a licensed professional engineer and two technicians.
- We will make (2) exploratory openings into the exterior facade to review the as-built configuration; these openings will be repaired in a temporary manner. Permanent repair of the openings will be at the direction and expense of the City of Grand Rapids.
- We will conduct water testing at (2) locations.
- Access will be the roof, ladders, and grade.

**Report**

Encompass will prepare a written report of our assessment. Report will include:

- Summary of observations, collected data, test data, and photographs.
- Assessment and analysis of building envelope conditions and deficiencies.
- Recommendations for general repair strategies, activities, and timing.

**COST OF PROFESSIONAL SERVICES**

The cost to conduct an evaluation of the exterior facade at the Grand Rapids Area Library will be performed on an hourly basis at the rates listed below and will not exceed **\$11,500**.

Preparation of contract construction/bidding documents is outside the scope of this proposal. A proposal for this work can be provided upon completion of the facade evaluation and determination of general project scope.

**BASIS OF PAYMENT**

Basis of Payment for the services outlined above shall be per hour of service rendered at the rates below. In addition to hourly service, all direct project expenses shall be billed at cost. Expenses could include, but not limited to, cost of printing and reproduction of documents and automobile mileage at the rate of \$.585 per mile. Invoicing for professional engineering services will be made monthly. Hourly rates for professional services, by classification, are:

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

**WARRANTY**

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

**LIMITATION OF LIABILITY**

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

**MOLD DISCLAIMER**

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

**CONSEQUENTIAL DAMAGES**

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

**MINNESOTA STATUTORY LIEN NOTICE**

- Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.
- Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

**ENTIRE AGREEMENT**

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

**MODIFICATIONS**

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

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

Respectfully submitted,

**ENCOMPASS, INC.**



Curt Isernhagen, P.E.  
Principal



**ENCOMPASS, INC.**  
**PROPOSAL ACCEPTANCE**

**GRAND RAPIDS AREA LIBRARY  
PROFESSIONAL ENGINEERING SERVICES  
EXTERIOR FACADE EVALUATION  
PROPOSAL DATED: JUNE 10, 2022**

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

**CITY OF GRAND RAPIDS**

\_\_\_\_\_  
Nathan Morlan  
Facility Maintenance Manager/Building Official

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

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



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

**AGENDA DATE:** July 25, 2022

**AGENDA ITEM:** Consider vacating one seat on the Police Community Advisory Board and support efforts to fill the vacancy

**PREPARED BY:** Captain Andy Morgan

---

### BACKGROUND:

In 2016 the City of Grand Rapids established the Police Community Advisory Board (PCAB) with the purpose of establishing and enhancing communication between Grand Rapids residents, the Police Department and City Council. The goal of the collaboration is to identify and focus on public safety issues and then partner with community leaders, community organizations and stakeholders in developing solutions to multi-faceted community concerns.

Sadly, PCAB Member Jackie Dowell passed away on July 12, 2022. Jackie served on the board since its inception in 2016 and was always an advocate for the Grand Rapids Community. Jackie certainly fulfilled her duties as a PCAB member and will be greatly missed.

Keeping the PCAB roster accurate allows the board to meet quorum requirements set forth by Police Community Advisory Board Bylaws.

### REQUESTED COUNCIL ACTION:

Make a motion to vacate the one seat on the Police Community Advisory Board and support efforts to fill the vacancy.



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

**AGENDA DATE:** July 25, 2022

**AGENDA ITEM:** Consider signing a Memorandum of Understanding (MOU) with the Itasca County Toward Zero Deaths Coalition.

**PREPARED BY:** Captain Andy Morgan

---

### **BACKGROUND:**

The Itasca County Toward Zero Death (TZD) coalition has an education component along with an enforcement component to collaborate together with the goal of reducing traffic related deaths and serious injuries related to traffic crashes. This coalition is further described as TZD Safe Roads Coalition.

The purpose of this understanding is to clarify the expectations and level of support that the **City of Grand Rapids** will provide on behalf of the **Itasca County Toward Zero Deaths Coalition**

TZD Safe Roads Coalition during the period beginning **October 1, 2022** and ending **September 30 2023**.

**City of Grand Rapids** hereby agrees to:

1. Regularly attend TZD Safe Roads Coalition meetings.
2. Regularly attend Fatal Review Committee meetings.
3. Actively participate in TZD Safe Roads Coalition activities.
4. Report outcomes of activities to the TZD Safe Roads Coalition Coordinator.
5. Assist in obtaining crash information for Fatal and Serious Injury Committee meetings (Enforcement agencies only).

The **Itasca County Toward Zero Deaths Coalition** hereby agrees to:

1. Provide adequate notice of scheduled TZD Safe Roads Coalition meetings.
2. Provide TZD Safe Roads Coalition meeting minutes.
3. Provide adequate notice of scheduled Fatal Review Committee meetings.
4. Provide Fatal Review Committee meeting minutes.
5. Actively participate in TZD Safe Roads Coalition activities.

To accomplish these objectives, TZD Safe Roads Coalition meetings will be held at least six times a year. Fatal and Serious Injury Review Committee meetings will be held at least four times a year.

This memorandum may be terminated by either party giving the other party one month notice in writing.

Nothing in this Memorandum of Understanding (MOU) shall be deemed to be a commitment or obligation of funds from either party. This MOU is at-will and may be modified with the mutual consent of the authorized individuals of both parties.

**REQUESTED COUNCIL ACTION:**

Make a motion to sign a Memorandum of Understanding (MOU) with the Itasca County Toward Zero Deaths Coalition.



# ITASCA COUNTY HEALTH AND HUMAN SERVICES ITASCA RESOURCE CENTER

1209 S.E. 2nd Ave., Grand Rapids, Minnesota 55744-3983

Hearing Impaired Number TDD: 218-327-5549

**218-327-2941**

Visit us at: [www.co.itasca.mn.us](http://www.co.itasca.mn.us)

### Memorandum of Understanding

The purpose of this understanding is to clarify the expectations and level of support that the City of Grand Rapids will provide on behalf of the Itasca County Toward Zero Deaths Coalition TZD Safe Roads Coalition during the period beginning October 1, 2022 and ending September 30, 2023.

The goal of this collaboration is to work together toward the goal of zero traffic deaths and serious injuries on our roads and highways.

Agreement:

City of Grand Rapids hereby agrees to:

1. Regularly attend TZD Safe Roads Coalition meetings.
2. Regularly attend Fatal Review Committee meetings.
3. Actively participate in TZD Safe Roads Coalition activities.
4. Report outcomes of activities to the TZD Safe Roads Coalition Coordinator.
5. Assist in obtaining crash information for Fatal and Serious Injury Committee meetings (Enforcement agencies only).

The Itasca County Toward Zero Deaths Coalition hereby agrees to:

1. Provide adequate notice of scheduled TZD Safe Roads Coalition meetings.
2. Provide TZD Safe Roads Coalition meeting minutes.
3. Provide adequate notice of scheduled Fatal Review Committee meetings.
4. Provide Fatal Review Committee meeting minutes.
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To accomplish these objectives, TZD Safe Roads Coalition meetings will be held at least six times a year. Fatal and Serious Injury Review Committee meetings will be held at least four times a year.

This memorandum may be terminated by either party giving the other party one month notice in writing.

Nothing in this MOU shall be deemed to be a commitment or obligation of funds from either party.

This MOU is at-will and may be modified with the mutual consent of the authorized individuals of both parties.

Signed,

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

Organization: City of Grand Rapids

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

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

Name: Kecy Chandler

Organization: Itasca County Public Health

Title: Public Health Division Manager

Date: 07-14-2022





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 5, 2022

**AGENDA ITEM:** Consider approving Human Resources Officer job description and authorize posting the position.

**PREPARED BY:** Kimberly Gibeau

---

### BACKGROUND:

On June 13, 2022, the City Council accepted the resignation of Lynn DeGrio, Director of Human Resources and authorized City staff to partner with Grand Rapids Public Utilities to begin the hiring process for a shared employee to serve in the human resources role.

Attached is the draft job description for the position of Human Resources Officer, a position that will serve the City of Grand Rapids and the Public Utilities Commission.

### REQUESTED COUNCIL ACTION:

Make a motion to approve the job description for Human Resource Officer and authorize posting the position.

## City of Grand Rapids Job Description

**Job Title:** Human Resources Officer  
**Department:** Administration  
**FLSA Status:** Exempt  
**Approved By:** City Council  
**Approved Date:** July 25, 2022

**Summary:** Performs complex professional and complicated administrative work guiding and managing human resources services, policies, and programs for the City of Grand Rapids, hereinafter known as “City” and Grand Rapids Public Utilities, hereinafter known as “Public Utilities” coordinating the implementation of services, policies, and programs through administration staff, administering and serving on the management team, assisting and advising department heads about human resources issues, and related work as apparent or assigned. Work involves setting policies and goals under the direction of the City Administrator and Public Utilities General Manager.

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

- Conducts recruiting and staffing based activities.
- Assists with recommending actions pertaining to organization development.
- Ensures the organizations are in compliance with employment and regulatory concerns.
- Facilitates employee orientation, development, and training.
- Develops and recommends changes to policies or documentation procedures.
- Participates in labor relations and contract negotiations.
- Coordinates employee and community communication.
- Assists with the development and administration of compensation and benefits programs.
- Manages employee safety, welfare, wellness and health.
- Coordinates employee services and counseling.
- Oversees the implementation of Human Resources programs through Administration staff. Monitors administration to established standards and procedures.
- Selects and supervises Human Resources consultants and training specialists, and coordinates City and Public Utilities use of health and life insurance carriers, retirement administrators, and other outside sources.
- Conducts a continuing study of all Human Resources policies, programs, and practices to keep management informed of new developments.
- Participates in Department Head meetings and attends other meetings and seminars.

### **Human Resources Information Systems (HRIS)**

- Manages the development and maintenance of the HRIS.
- File maintenance and records retention.

### **Training and Development**

- Plans and coordinates training to support employment law compliance and achievement of City and Public Utilities goals and policies, and develops on-going training program.
- Provides necessary education and materials to managers and employees including workshops, manuals, and employee handbooks.

- Assists Department Heads and Public Utilities General Manager with the selection and contracting of external training programs and consultants.
- Assists with the development of and monitors the spending of the City-wide and Public Utilities training budgets.

### **Employment**

- Establishes and leads the standard recruiting and hiring practices and procedures necessary to recruit and hire a superior workforce.
- Participates in the interviews of candidates.

### **Employee Relations**

- Formulates and recommends Personnel policies, procedures, and objectives for the City and Public Utilities with regard to employee relations. Assists in updating and assuring compliance with the City's and Utilities' Personnel Policies and recommends changes to City Administrator and Public Utilities General Manager.
- Partners with Department Heads and Public Utilities General Manager to communicate Human Resources policies, procedures, programs and laws.
- Documents and prepares information for contract negotiations, grievances and arbitration, and assists City Administrator and Public Utilities General Manager in the administration of these activities.
- Determines and recommends employee relations practices necessary to establish a positive employer-employee relationship and promote a high level of employee morale and motivation.
- Conducts investigations when employee grievances or concerns are brought forth.
- Monitors and advises Department Heads and supervisors in the progressive discipline system of the City and Public Utilities.
- Reviews and guides Department Head recommendations for employment terminations.
- Leads the implementation of City safety and health programs. Assists the Public Utilities General Manager in the implementation of the Public Utilities safety and health programs. Monitors the tracking of OSHA-required data.

### **Compensation**

- Assists the City Administrator and Public Utilities General Manager with the City and Public Utilities wage and salary structure, position classifications, assists with compliance of pay policies, and oversees the variable pay systems within the City including step increases.
- Prepares state pay equity report to assure compliance.

### **Benefits**

- With the assistance of the City Administrator and Public Utilities General Manager, obtains cost effective, employee serving benefits.
- Leads the development of benefit orientations and other benefit training.
- Recommends changes in benefits offered, especially new benefits aimed at employee satisfaction and retention.

### **Law**

- Leads City and Public Utilities compliance with all existing governmental and labor legal and government reporting requirements including any related to the Equal Employment Opportunity (EEO), the Americans With Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), Employee Retirement Income Security Act (ERISA), the Department of

- Labor, worker compensation, the Occupational Safety and Health Administration (OSHA), and so forth. Maintains minimal City and Public Utilities exposure to lawsuits.
- Protects the interests of the employees and the City and Public Utilities in accordance with the Personnel policies and governmental laws and regulations.

### **Education and Experience**

Bachelor's degree in human resources, public administration, business administration, organizational development, or related field and moderate experience working in human resources, personnel management, or organizational development in a progressive leadership role, or equivalent combination of education and experience.

Specialized training in employment law, compensation, organizational planning, organization development, employee relations, and safety training, preferred. Active affiliation with appropriate Human Resources networks and organizations and ongoing community involvement, preferred. Valid driver's license in the State of Minnesota.

### **Physical Demands**

Hearing, using hands to finger, handle or feel and repetitive motions and occasionally requires standing, walking and reaching with hands and arms; work requires close vision, distance vision and ability to adjust focus; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work has no exposure to environmental conditions; work is generally in a moderately noisy location (e.g. business office, light traffic).

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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



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

**AGENDA DATE:** July 25, 2022

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

**PREPARED BY:** Kimberly Gibeau

---

### **BACKGROUND:**

IEDC has submitted an application for a temporary liquor license for an event to be held on September 2, 2022. Required insurance and the fee have been received.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve temporary liquor license for IEDC for event scheduled on September 2, 2022.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/YY)	Item 8.
7/11	

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

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

<b>PRODUCER</b> GIS of Northeastern MN 407 S. Pokegama Ave.  Grand Rapids MN 55744	<b>CONTACT NAME:</b> Kathy Gregerson <b>PHONE (A/C, No, Ext):</b> (218) 327-1854 <b>E-MAIL ADDRESS:</b> kgregerson@gismn.com	<b>FAX (A/C, No):</b> (218) 999-0393	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Integrity Insurance Co.		<b>NAIC #</b> 14303
<b>INSURED</b> Itasca Economic Development Corporation 12 NW 3rd St  Grand Rapids MN 55744	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

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

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The Liquor Liability would respond from the General Liability policy with \$1,000,000 per occurrence for the event held on 09/02/2022.

<b>CERTIFICATE HOLDER</b> (218) 326-7608  City of Grand Rapids 420 N. Pokegama Ave. Grand Rapids, MN 55744	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Kathy Gregerson/KATHY <i>Kathleen Gregerson</i>
---	---



Minnesota Department of Public Safety  
Alcohol and Gambling Enforcement Division  
445 Minnesota Street, Suite 222, St. Paul, MN 55101  
651-201-7500 Fax 651-297-5259 TTY 651-282-6555

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

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

Address	City	State	Zip Code
12 NW 3rd St	Grand Rapids	Minnesota	55744

Name of person making application	Signature:	Business phone	Home phone
Kayla Swanson	<i>Kayla Swanson</i>	218-328-2189	218-259-4234

Date(s) of event	Type of organization
September 2, 2022	<input type="checkbox"/> Club <input checked="" type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit

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

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

Organization officer's name	City	State	Zip Code
Mike Auger	Grand Rapids	Minnesota	55744

Organization officer's name	City	State	Zip Code
Lori Gill	Grand Rapids	Minnesota	55744

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

Address same as above

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

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

Greater Insurance Services

**APPROVAL**

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

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 25, 2022  
**AGENDA ITEM:** Consider hiring golf course employees  
**PREPARED BY:** Bob Cahill

---

### **BACKGROUND:**

Many of our maintenance and golf shop staff will soon be leaving their summer employment at Pokegama Golf Course to attend school. Therefore, we will have a number of seasonal positions to fill thru the remainder of the season.

The start date for these new hires would be no sooner than July 26 and their end date would be no later than November 15, 2022. Employment will be funded within the 2022 Pokegama Golf Course operating budget.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve seasonal employment of M.J. Wenker at \$15/hour, and Matt Thiel and Perry Vanous at \$15/hour beginning July 26, 2022.





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 25, 2022

**AGENDA ITEM:** Consider adopting a resolution to authorize closing Debt Service Fund-General Obligation State-Aid Street Bond 2007B Fund.

**PREPARED BY:** Barb Baird

---

### **BACKGROUND:**

On December 10, 2007, the City Council approved the sale of \$1,150,000 General Obligation (GO) State-Aid Street Bonds for CP 2003-6, Railroad Crossing Closures/Improvements. The bonds have been paid in full with annual State-Aid allotments from the Minnesota Department of Transportation.

### **REQUESTED COUNCIL ACTION:**

Make a motion adopting a resolution to authorize closing Debt Service Fund-GO State-Aid Street Bonds 2007B, transferring the remaining balance of approximately \$11,410 to Debt Service Fund-GO State-Aid Street Bonds 2012B.

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

RESOLUTION NO. 22-  
A RESOLUTION CLOSING DEBT SERVICE FUND (354) GENERAL OBLIGATION  
STATE-AID STREET BONDS 2007B AND TRANSFERRING THE REMAINING  
BALANCE OF APPROXIMATELY \$11,410 TO DEBT SERVICE FUND (362)-GENERAL  
OBLIGATION STATE-AID STREET BONDS 2012B

WHEREAS, in December 2007, the City issued General Obligation State-Aid Street  
Bonds, Series 2007B for CP2003-6, Railroad Crossing Closures/Improvements and

WHEREAS, there is a cash balance remaining of approximately \$11,410 in the Debt  
Service Fund, and

WHEREAS, the Bonds have been paid in full with annual State-Aid allotments from the  
Minnesota Department of Transportation,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand  
Rapids, Itasca County, Minnesota, authorizes a resolution closing fund (354) Debt Service  
Fund General Obligation State-Aid Street Bonds 2007B and transfer approximately \$11,410 to  
the Debt Service Fund (362)-General Obligation State-Aid Street Bonds 2012B.

Adopted this 25<sup>th</sup> day of July 2022.

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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 7/25/2022

**AGENDA ITEM:** Consider the appointment if Jeremy Gambill to the position of Haz-Mat Equipment and Training Assistant with the Grand Rapids Fire Department.

**PREPARED BY:** Fire Chief-Travis Cole

---

### **BACKGROUND:**

At a previous council meeting, an amended job description and authorization to fill the position of Hazardous Materials Equipment and Training Assistant was approved. The position has been posted and interviews were held on July 19 and 20, 2022. The interview committee of Fire Chief Travis Cole and Hazmat Team Lead Chad Troumbly are recommending the appointment of Jeremy Gambill to the position. This position is funded through the hazmat compensation fund and has no impact on the regular budget.

### **REQUESTED COUNCIL ACTION:**

Make a motion to appoint Jeremy Gambill to the Haz-Mat Equipment and Training Assistant position with the Grand Rapids Fire Department at a rate of \$250 per month effective August 1, 2022.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 25, 2022

**AGENDA ITEM:** Consider approving payment to Adessa & the Beat for Tall Timber Days performance.

**PREPARED BY:** Kim Gibeau

---

### **BACKGROUND:**

On June 27, 2022 the Council approved the contract with Adessa & The Beat for musical entertainment at Tall Timber Days. Payment is due on the date of performance.

### **REQUESTED COUNCIL ACTION:**

Make a motion to authorize payment to Adessa & The Beat in accordance with the approved contract for musical entertainment at Tall Timber Days.

Document No.: Q-84273-20220712-1316

Version #: Q-84273 - 1

**2711 North Haskell Ave, #2200**  
**Dallas, TX 75204**  
**Phone:**

**Bill to:**  
 City of Grand Rapids  
 420 North Pokegama Avenue  
 Grand Rapids, MN 55744  
 United States

**Ship to:**  
 City of Grand Rapids  
 420 North Pokegama Avenue  
 Grand Rapids, MN 55744  
 United States

**Billing Contact Information**  
 Name: Erik Scott  
 Phone: (218) 326-7618  
 Email: [escott@ci.grand-rapids.mn.us](mailto:escott@ci.grand-rapids.mn.us)

**Technical Contact Information**  
 Name: Erik Scott  
 Phone: (218) 326-7618  
 Email: [escott@ci.grand-rapids.mn.us](mailto:escott@ci.grand-rapids.mn.us)

- Issue Invoice
- Initiate Credit Card Payment

**Purchase Order No.:**  
 (If P.O. No. provided, please attach copy of P.O.)

Date: February 7, 2022  
 Expires On: July 31, 2022  
 Payment Terms: Net 30  
 Email Domains:

Acct Exec.: Carli Kohler  
 Order Type: Add On w/ Renewal

August 1, 2019 - July 31, 2020

Product	Qty / No. of Users	Term (mos.)	Extended Price
Essentials Email Security & Compliance Suite, Annual	174	12	\$9,159.36
<ul style="list-style-type: none"> <li>• Advanced Email Encryption</li> <li>• Advanced Email Threat Protection</li> <li>• Advanced Information Archive</li> </ul>			
Email Continuity, Annual	174	12	\$612.48
Secure Large File Add-on, Annual	174	12	\$1,322.40
Secure Messaging Portal Large Files Add-on Option for any email encryption service			
Microsoft 365 Backup Bundle, Annual	174	12	\$4,760.64
<ul style="list-style-type: none"> <li>• Exchange</li> <li>• OneDrive</li> <li>• Groups</li> <li>• Teams</li> <li>• SharePoint</li> </ul>			
Year 1 Total:			\$15,854.88
			Total: \$15,854.88

**\*\*\*Do not pay, this is not an invoice\*\*\***

**1 Payment Schedule:**

First Year Total	\$15,854.88
Grand Total	\$15,854.88

**2 Special Terms:**

All amounts are invoiced upon execution of this Services Agreement as described in Item 3, 'Invoicing and Payment'. For clarity, the term of this agreement is 8/1/2022 through 7/31/2023.

**3 Invoicing & Payment:**

ZixCorp Systems, Inc. ("Zix") may issue invoices or initiate credit card payments, if applicable, upon the execution of this Services Agreement, and the Customer agrees to pay all invoices in U.S. dollars within the number of days specified under 'Payment Terms' on page 1 of this Services Agreement. By signing below, the Customer is subscribing to the services indicated on the face of this Services Agreement for the service years indicated. Subscription fees are due for payment at the beginning of each subscription period, unless otherwise stated on the Services Agreement, with the initial subscription period beginning on the 30th day following the date of this Services Agreement or, if earlier on the date the installation is completed and/or the services are initiated and made available to the Customer. Installation and availability will occur and may be billed, on a service-by-service basis.  
 Zix provides bundled services, and it may reallocate pricing among services for tax purposes. This means that line items on your invoice may not match this Service Agreement or your purchase order, although the total price for our services will remain the same.

Secure Cloud terms: If you receive service through the Zix Secure Cloud, any license changes you make are subject to standard Secure Cloud pricing and administrative practices. You will be charged for the licenses purchased under this and other Service Agreements. Zix may offer Secure Cloud subscription service options at various subscription periods. By subscribing to any license for any Zix Secure Cloud service on a monthly subscription or Microsoft service in conjunction with subscriptions for licenses for any other services you expressly acknowledge and agree that all such subscriptions (including, without limitation, Microsoft Cloud Services) will be subject to automatic renewal at the end of the selected initial term without the requirement for any further notice or action. Each such subscription will automatically extend (as binding fixed-term commitments) for subsequent fixed periods matching the initial period selected by you for that service (each, a "renewal period") and no cancellation or refund will be available unless written notice is provided no less than thirty (30) days prior to the end of the current term by one party to the other of non-renewal. Such notice of non-renewal must be provided to Zix at [customersuccess@zixcorp.com](mailto:customersuccess@zixcorp.com). The Subscription Services are generally billed at the start of each subscription period for the initial period and any renewal period. Customers will be billed the charges for the committed Subscription Services for each fixed renewal period, even if the Customer stops paying for or using the Subscription.  
Carbonite services: If you subscribe for any Carbonite services comprised in the Services, including (without limitation) Carbonite Endpoint ("Carbonite Services") then you are subject to the terms set out here <https://www.carbonite.com/terms-of-use/carbonite-general-enterprise-terms-of-service>, as such may be amended from time to time ("Carbonite Terms"), which you agree to by your use of the Carbonite Services. In the event of any conflict between this Services Agreement and the Carbonite Terms, the Carbonite Terms shall prevail.

**4 Taxes; F.O.B.** Upon presentation of invoices by Zix, the Customer agrees to pay any tariffs, duties, or taxes imposed or levied by any government or governmental agency, including without limitation, federal, state, and local sales, imposed use, value-added, and personal property taxes (other than franchise and income taxes imposed on Zix's net income). Products are sent F.O.B. shipping location.

**5 SALES AND USE TAX - MARK (X) ONE OF THE FOLLOWING:** (if no box is checked, sales and use tax will be charged) Customer will be charged sales and use tax upon invoicing. For tax purposes only, the pricing and discounts outlined on the first page of this Services Agreement may be allocated to the various components of the Zix solution on the invoice. This is done for tax purposes only and does not change the pricing or payment terms of the Agreement.

- A.  Invoice sales tax to Customer.
- B.  The customer is a tax-exempt organization (please attach a state tax exemption certificate to the contract). The customer name on the certificate and the services agreement should be the same. No sales and use tax will be included on the invoice.

**6** Other than as expressly set out in this Services Agreement, this Services Agreement and your use of the Services are governed by the terms and conditions as set forth at <https://zix.com/terms> (as such may be amended by Zix from time to time). Notwithstanding any terms to the contrary therein, if you subscribe for any Microsoft services you agree and acknowledge that your use thereof is strictly subject to the Microsoft service terms and operating guide which may be found here <https://www.microsoft.com/licensing/docs/customeragreement>, including a binding, non-refundable commitment for the fixed term selected.

ZixCorp Systems, Inc.	City of Grand Rapids
<b>By:</b>	<b>By:</b>
<b>Printed:</b>	<b>Printed:</b>
<b>Title:</b>	<b>Title:</b>
<b>Date:</b>	<b>Date:</b>



Document No.: Q-88405-20220713-1337

Version #:Q-88405 - 1

**Phone:**

**Bill to:**

City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744  
US

**Ship to:**

City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744  
US

**Billing Contact Information**

Name: Erik Scott  
Phone: (218) 326-7618  
Email: escott@ci.grand-rapids,mn.us

**Technical Contact Information**

Name: Erik Scott  
Phone: (218) 326-7618  
Email: escott@ci.grand-rapids,mn.us

- Issue Invoice
- Initiate Credit Card Payment

**Purchase Order No.:**

[\(If P.O. No. provided, please attach copy of P.O.\)](#)

Date: July 12, 2022  
Expires On: July 31, 2022  
Payment Terms: Net 30  
Email Domains:

Acct Exec.: Danny Sanchez  
Order Type: Add On

Product	Qty / No. of Users	Term (mos.)	Extended Price
Office 365 GCC G1	85	12	\$7,344.00
NCE			
Office 365 GCC G3	89	12	\$19,224.00
NCE			
BitTitan User Migration Bundle	174	1	\$2,601.30
<b>*This is a one-time fee</b>			
<b>Total:</b>			\$29,169.30
			Total: \$29,169.30

**\*\*\*Do not pay, this is not an invoice\*\*\***



**1 Payment Schedule:**

First Year Total	\$29,169.30
Grand Total	\$29,169.30

**2 Special Terms:**

All amounts are invoiced upon execution of this Services Agreement as described in Item 3,'Invoicing and Payment.

**3 Invoicing & Payment:**

ZixCorp Systems, Inc. ("Zix") may issue invoices or initiate credit card payments, if applicable, upon the execution of this Services Agreement, and the Customer agrees to pay all invoices in U.S. dollars within the number of days specified under 'Payment Terms' on page 1 of this Services Agreement. By signing below, the Customer is subscribing to the services indicated on the face of this Services Agreement for the service years indicated. Subscription fees are due for payment at the beginning of each subscription period, unless otherwise stated on the Services Agreement, with the initial subscription period beginning on the 30th day following the date of this Services Agreement or, if earlier on the date the installation is completed and/or the services are initiated and made available to the Customer. Installation and availability will occur and may be billed, on a service-by-service basis.

Zix provides bundled services, and it may reallocate pricing among services for tax purposes. This means that line items on your invoice may not match this Service Agreement or your purchase order, although the total price for our services will remain the same.

Secure Cloud terms: If you receive service through the Zix Secure Cloud, any license changes you make are subject to standard Secure Cloud pricing and administrative practices. You will be charged for the licenses purchased under this and other Service Agreements. Zix may offer Secure Cloud subscription service options at various subscription periods. By subscribing to any license for any Zix Secure Cloud service on a monthly subscription or Microsoft service in conjunction with subscriptions for licenses for any other services you expressly acknowledge and agree that all such subscriptions (including, without limitation, Microsoft Cloud Services) will be subject to automatic renewal at the end of the selected initial term without the requirement for any further notice or action. Each such subscription will automatically extend (as binding fixed-term commitments) for subsequent fixed periods matching the initial period selected by you for that service (each, a "renewal period") and no cancellation or refund will be available unless written notice is provided no less than thirty (30) days prior to the end of the current term by one party to the other of non-renewal. Such notice of non-renewal must be provided to Zix at [customersuccess@zixcorp.com](mailto:customersuccess@zixcorp.com). The Subscription Services are generally billed at the start of each subscription period for the initial period and any renewal period. Customers will be billed the charges for the committed Subscription Services for each fixed renewal period, even if the Customer stops paying for or using the Subscription.

Carbonite services: If you subscribe for any Carbonite services comprised in the Services, including (without limitation) Carbonite Endpoint ("Carbonite Services") then you are subject to the terms set out here <https://www.carbonite.com/terms-of-use/carbonite-general-enterprise-terms-of-service>, as such may be amended from time to time ("Carbonite Terms"), which you agree to by your use of the Carbonite Services. In the event of any conflict between this Services Agreement and the Carbonite Terms, the Carbonite Terms shall prevail.

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- 5 SALES AND USE TAX - MARK (X) ONE OF THE FOLLOWING:** (if no box is checked, sales and use tax will be charged)Customer will be charged sales and use tax upon invoicing. For tax purposes only, the pricing and discounts outlined on the first page of this Services Agreement may be allocated to the various components of the Zix solution on the invoice. This is done for tax purposes only and does not change the pricing or payment terms of the Agreement.

- A.**  Invoice sales tax to Customer.
- B.**  The customer is a tax-exempt organization (please attach a state tax exemption certificate to the contract). The customer name on the certificate and the services agreement should be the same. No sales and use tax will be included on the invoice.

- 6** Other than as expressly set out in this Services Agreement, this Services Agreement and your use of the Services are governed by the terms and conditions as set forth at <https://zix.com/terms> (as such may be amended by Zix from time to time). Notwithstanding any terms to the contrary therein, if you subscribe for any Microsoft services you agree and acknowledge that your use thereof is strictly subject to the Microsoft service terms and operating guide which may be found here <https://www.microsoft.com/licensing/docs/customeragreement>, including a binding, non-refundable commitment for the fixed term selected.

ZixCorp Systems, Inc.	City of Grand Rapids
<b>By:</b>	<b>By:</b>
<b>Printed:</b>	<b>Printed:</b>
<b>Title:</b>	<b>Title:</b>
<b>Date:</b>	<b>Date:</b>





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 7/25/2022

**AGENDA ITEM:** Consider entering into agreement with Zix Corporation.

**PREPARED BY:** Erik Scott

---

### BACKGROUND:

In order to keep pace with technology improvements and updates, we would like to transition the City to hosted Office 365 services. By migrating to the Microsoft Government Cloud, we will be able to better manage a whole suite of different systems and software on one platform. This transition will also provide multiple new productivity tools to City employees.

This new system is accounted for in the 2023 budget at a total annual cost of \$45,024.18, however we would like to start the transition process this year. The budget impact in 2022 would be \$18,760.07 and could be paid for out of the general fund. This transition will allow for the elimination of multiple currently used technologies thereby offsetting this expense by approximately \$9,000 in fixed annual software costs. It will also lower our budget for physical equipment replacement costs and license renewals associate with running our messaging servers in house.

### REQUESTED COUNCIL ACTION:

Make a motion to enter into agreement with ZIX Corporation for Office365 government cloud services and authorize the Mayor to sign necessary agreements.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 25, 2022

**AGENDA ITEM:** Consider authorizing the police department to apply for a 2022-2023 Toward Zero Deaths (TZD) grant from the Minnesota Department of Public Safety- Office of Traffic Safety.

**PREPARED BY:** Captain Kevin Ott

---

### BACKGROUND:

The Police Department has received numerous Toward Zero Deaths (TZD) Grants in the past and is the lead agency for this multi-agency grant. The agencies involved in the grant are; Grand Rapids Police Department, Itasca County Sheriff's Department, Nashwauk, Keewatin, Deer River, Coleraine, and Bovey Police Departments. The lead agency does the combined reporting and the City of Grand Rapids acts as the fiscal agent for disbursement of the reimbursed funding. Agencies are reimbursed for overtime wages, including fringe benefits. The grant period will be from October 1, 2022 through September 30, 2023. The application for the grant is fast approaching. The award amount for this grant is unknown at this time as this is dependent on the number of agencies statewide that apply.

### REQUESTED COUNCIL ACTION:

Make a motion to authorize the police department to apply for a 2022-2023 Toward Zero Deaths (TZD) grant from the Minnesota Department of Public Safety- Office of Traffic Safety.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 22<sup>nd</sup>, 2022

**AGENDA ITEM:** Consider authorizing quotes and the purchase of a compact track loader for the Public Works Department

**PREPARED BY:** Matt Wegwerth

---

### BACKGROUND:

The Public Works Department is requesting to solicit quotes and to purchase a compact track loader using the Minnesota State Purchasing Venture (CPV). The equipment includes an ASV RT-75 HD with a 74" dirt bucket. These items were scheduled for purchase in the CIP for 2023, but due to long lead times, City staff would like to place the order in 2022.

One of the main requirements of the quote was that the manufacturer provide a torsion suspension system for the tracks. This type of suspension provides a smoother ride than a solid mount steel system. ASV Inc. can provide this type of suspension, while other manufacturers cannot. We have received a second quote for a John Deere unit, but they provide solid mount steel rollers.

Purchase will be funded with Municipal State Aid moneys and will not impact the 2022 or 2023 city wide budget.

### REQUESTED COUNCIL ACTION:

Make a motion to approve the Public Works Department's request to solicit quotes and purchase a new compact track loader, equipped with a dirt bucket, from ASV for \$92,677.20



**OUTLET STORE**

830 LILY LANE ♦ GRAND RAPIDS ♦ MN ♦ 55744 ♦ 218-326-3752

DATE: 7/20/2022

PO: Item 15.

SALESPERSON: LANCE SCHJENKEN

NEW CUSTOMER REQUIRES CREDIT APPLICATION

PAYMENT TERMS: CASH/CHECK

**EQUIPMENT SALES QUOTE/ORDER FORM**

NAME / BUSINESS:		CITY OF GRAND RAPIDS			
STREET ADDRESS:					
CITY:	GRAND RAPIDS	STATE:	MN	ZIP CODE:	55744
HOME PHONE:		CELL PHONE:	218-398-5411		
SHIP TO LOCATION:	CUSTOMER PICK UP				

QTY	NEW / USED	SERIAL #	PART #	DESCRIPTION	AMOUNT
1	NEW		4002-710	ASV RT-75 HD,AWC,PREM.	\$ 88,980.80
1	NEW		0405-210	74" DIRT BUCKET WITH B.O.C.E.	\$ 1,706.40
1			MISC	STEEL SURCHARGE	\$ 1,990.00

**TRADE IN DESCRIPTION AND OR COMMENTS**  
(MODEL, SERIAL #, HOURS, ATTACHMENTS, ETC)  
**NO TRADE**

SUBTOTAL \$ \$ 92,677.20

NET TRADE IN ALLOWANCE \$ \_\_\_\_\_

**WARRANTY ON EQUIPMENT**

FROM: DATE OF PURCHASE TO: 2 YRS./ 2000 HRS.

TAX EXEMPT  
YES

LESS RENTALS PAID \$ \_\_\_\_\_

FREIGHT \$ \_\_\_\_\_

BUYER AGREES TO ALL TERMS AND CONDITIONS OF SALES SET FORTH IN THIS AGREEMENT.

BUYERS SIGNATURE: \_\_\_\_\_

TAXABLE TOTAL \$ \$ 92,677.20

SALES TAX \$ \$ -

ACCEPTANCE OF ORDER:

SELLERS SIGNATURE: \_\_\_\_\_

NET \$ \$ 92,677.20

CASH DOWN \$ \_\_\_\_\_

COMMENTS/ADDITIONAL INSTRUCTIONS:

\_\_\_\_\_

\_\_\_\_\_

BALANCE DUE \$ \$ 92,677.20

THIS ORDER IS A PART HEREOF AND BINDING UPON THE PARTIES HERETO. BUYER HAS REVIEWED ALL PAGES OF SALE IN THE PAGES TO FOLLOW. THIS SALES ORDER ACKNOWLEDGEMENT IS VALID IN ORDER FOR YOUR ORDER TO BE SCHEDULED FOR PRODUCTION.

**A.S.V. Holdings, INC. ("Seller")****STANDARD TERMS & CONDITIONS OF SALE**

1. **Terms and Conditions.** These Terms and Conditions of Sale cancel and supersede any and all terms of sale pertaining to Parts and Equipment (and any supplements thereto) previously issued by Seller to Buyer and are subject to change without advance notice. The prices, charges, discounts, terms of sale and other provisions referred to or contained herein shall apply to Products (Parts and Equipment) sold and shipped to Buyer on and after January 1, 2010, and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Equipment and/or Parts by Seller shall be deemed to constitute a binding agreement between the parties pursuant to the terms and conditions contained herein and Buyer agrees that the order may not thereafter be cancelled, countermanded or otherwise changed without the prior written consent of Seller. This agreement supersedes any prior agreements, representations, or other communications between the parties relating to the subject matter set forth herein. No other terms and conditions shall apply including the terms of any purchase order submitted to Seller by Buyer, whether or not such terms are inconsistent or conflict with or are in addition to the terms and conditions set forth herein. Seller's acceptance of Buyer's purchase order is conditional upon Buyer's acceptance of all the terms and conditions contained in this agreement. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to the terms and conditions set forth herein.
2. **Terms of Payments.** Payment for Parts and Equipment purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Parts or Equipment to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any Parts or Equipment, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. The purchase price of Parts and Equipment in effect at the time an order is placed may not be the same price in effect at the time of shipment. Buyer shall be invoiced for, and agrees to pay, the price in effect at the time of shipment.
3. **Taxes and Duties.** Unless otherwise specified, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of any Products. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of any Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. DOLLARS unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of any Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.
4. **Titles, Transportation and Delivery.** Unless otherwise stated in writing, for all shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2010). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2010. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this sales order agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by fire, flood, accident, riot, acts of God, war, governmental interference, strikes, embargoes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation, or any other causes beyond Seller's control. In the event delay is caused by Buyer's failure to furnish necessary information with respect to data and details for Buyer's specifications, Seller, may extend the date of shipment for a reasonable time, but in no event longer than five (5) days. In the event delay in shipment is caused by Buyer or at Buyer's request, and the Products are not shipped within five (5) days from the first date they are ready to be shipped, Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. All payments shall be made in accordance with the terms of the applicable invoice. In addition, storage charges due to delay in furnishing delivery instructions, arranging and establishing a method of payment satisfactory to Seller, or submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, will be for the account of Buyer. THE SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE OR FOR ANY OTHER INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OR LOSSES DUE TO DELAY IN SCHEDULED DELIVERY. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.
5. **Cancellation.** Prior to delivery to place of shipment, an Equipment or Parts order may be cancelled only with Seller's prior written consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete an Equipment or Parts order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall make reimbursement to Seller, as follows: (i) any and all work that can be completed within (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.
6. **Inspection and Acceptance of Equipment.** Buyer agrees that it shall inspect the Equipment immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Equipment shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. The inspection period shall not extend any discount period offered by Seller to Buyer.

7. Warranty. Seller warrants its new Products manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of twelve months in the case of machines; twenty-four (24) months or 1500 hours (on the basis of a Prorated Allowance), whichever comes first, in the case of tracks; and ninety (90) days in the case of Distributor-installed replacement Parts, each commencing on the date the Product is delivered to the first user or placed into service by Distributor; provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees. If requested by Seller, Buyer must return the defective Equipment to Seller's manufacturing facility for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in Equipment and Parts of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the first retail purchaser and is not assignable or otherwise transferable without written agreement of the manufacturer. Seller's machine and track warranties will activate two (2) years from the date of manufacture regardless of use, and in the case of Seller's machine warranty, will expire three (3) years from the date of manufacture regardless of hours of use. THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Equipment or Parts. This warranty shall not apply to any of Seller's Products or any part thereof which have been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage, or which have been sold at auction, or by any person or entity that is not an authorized Distributor of Seller's Products. No action by either party shall operate to extend or revive this limited warranty without the prior written consent of Seller.

8. Remedies for Breach. IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. In no event shall Seller, or any subsidiary or division thereof be liable for incidental, consequential or other damages or losses resulting from a breach of warranty including, without limitation, labor costs, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Equipment or Parts to comply with any federal, state or local laws.

9. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

10. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Equipment or Parts, the additional expense shall be added to the purchase price. Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer. In no event shall any changes in specifications be made or accepted thirty (30) days prior to launch date or thereafter.

11. Security Interest. Buyer grants Seller a security interest in the Parts and Equipment purchased and the proceeds thereof. The security interest shall continue until payment in full of the purchase price and payment and performance by Buyer of all of its other obligations hereunder. Seller is entitled to all remedies of a secured party after default under the Minnesota Uniform Commercial Code in addition to all other rights provided by contract and by operation of law. Buyer agrees to pay to Seller, in addition to the interest on overdue sums due, reasonable attorney fees, court costs and other expenses of Seller incurred in enforcing Seller's rights. The Equipment and Parts purchased shall remain personal property and shall not become or be deemed a fixture or a part of any real estate on which it may be located. Buyer agrees to execute any instrument or document considered necessary by Seller to perfect its security interest in the Equipment and Parts including but not limited to financing statements, chattel mortgages, deeds of trust, deeds to secure debt, mortgages or other security instruments.

12. Insurance. Until the purchase price of any Product is paid in full, the Buyer shall provide and maintain insurance equal to the total value of any such Product delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

13. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Equipment or Parts hereunder. Buyer shall not identify as genuine products of Seller Products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative, upon written prior approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

14. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at the Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Minnesota Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

15. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Parts or Equipment under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any parts or Equipment furnished hereunder) of Seller, its directors, officers, employees, agents, representatives, successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights under this paragraph or this agreement. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

16. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although



Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Product when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

Item 15.

17. Export Controls. Buyer represents and warrants that it shall, and that any party retained or paid by the Buyer shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, distribution and sale of the Products, including without limitation the International Emergency Economic Powers Act (IEEPA) 50 U.S.C.A. s. 1701 et seq. (2003 & Supp. 2007) and the U.S. Export Administration Regulations, as amended (15 CFR, Chapter VII, Subchapter C), as the same may be amended or superseded from time to time. Buyer further represents, warrants and covenants that it shall not, and any party retained or paid by Buyer shall not, export or re-export the Products, directly, or with its knowledge, indirectly, to any country for which the United States government (or agency thereof) may require an export license or other approval or any country, person or entity to which such export or re-export may be prohibited by applicable United States law, regulation, policy or executive order. Failure to comply strictly with all applicable laws relating to embargoes, sanctions, export or re-export shall be grounds for immediate termination of this Agreement by Seller.

18. Construction and Severability. This terms of sale agreement constitutes the entire agreement between the parties regarding the subject matter hereto and shall be construed and enforced in accordance with the laws of the State of Minnesota. Seller shall not be bound by any agent's, employees or any other representation, promise or inducement not set forth herein. The invalidity or unenforceability of any provision of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

19. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any of the provisions of this sales order agreement shall be in the United States District Court, in the District of Minnesota or, if federal jurisdiction is lacking in such legal action, in the Minnesota Supreme Court.

20. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

21. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 25, 2022

**AGENDA ITEM:** Consider approving temporary liquor license for St. Joseph's event scheduled for September 10, 2022.

**PREPARED BY:** Kimberly Gibeau

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### **BACKGROUND:**

St. Joseph's has submitted an application for a temporary liquor license for an event to be held on September 10, 2022. Required insurance and the fee have been received.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve temporary liquor license for St. Joseph's for event scheduled on September 10, 2022.



Minnesota Department of Public Safety  
Alcohol and Gambling Enforcement Division  
445 Minnesota Street, Suite 222, St. Paul, MN 55101  
651-201-7500 Fax 651-297-5259 TTY 651-282-6555  
**APPLICATION AND PERMIT FOR A 1 DAY  
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization: St. Joe's Catholic Church  
Date organized: 1894  
Tax exempt number: 8806214

Address: 315 sw 21st. St.  
City: Grand Rapids  
State: Minnesota  
Zip Code: 55744

Name of person making application: Justin Linnell, justin@secondharvestncfb.com  
Business phone: 218-259-5940  
Home phone:

Date(s) of event: 09-10-22  
Type of organization:  Club  Charitable  Religious  Other non-profit

Organization officer's name: Father Blake Rozier  
City: Grand Rapids  
State: Minnesota  
Zip Code: 55744

Organization officer's name:  
City:  
State: Minnesota  
Zip Code:

Organization officer's name:  
City:  
State: Minnesota  
Zip Code:

Organization officer's name:  
City:  
State: Minnesota  
Zip Code:

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

315 sw 21st. street, Grand Rapids

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

n/a

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

APPROVAL

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

City or County approving the license  
Date Approved  
Fee Amount  
Permit Date  
Date Fee Paid  
City or County E-mail Address  
City or County Phone Number

Signature City Clerk or County Official  
Approved Director Alcohol and Gambling Enforcement  
CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 25, 2022

**AGENDA ITEM:** Consider appointment of applicant to Arts & Culture Commission and accept the resignation of Anne-Marie Erickson from the same.

**PREPARED BY:** Kimberly Gibeau

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### **BACKGROUND:**

Aaron Squadroni has submitted an application to serve on the Arts & Culture Commission. Council Connelly has reviewed the application and is recommending appointment.

Anne-Marie Erickson has submitted her resignation from the Arts & Culture Commission, effective immediately. This leaves an unexpired term through December 31, 2024.

### **REQUESTED COUNCIL ACTION:**

Make a motion to appoint Aaron Squadroni to the Arts & Culture Commission, term to expire December 31, 2024 and accept the resignation of Anne-Marie Erickson from the Arts & Culture Commission.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 25, 2022

**AGENDA ITEM:** Consider appointment of two applicants to the Police Community Advisory Board.

**PREPARED BY:** Kimberly Gibeau

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### **BACKGROUND:**

The Police Community Advisory Board has four vacancies and we have received two applications. Councilor Toven has contacted both applicants and is recommending appointment.

### **REQUESTED COUNCIL ACTION:**

Make a motion to appoint Dana Butler and Richard Peterson to the Police Community Advisory Board, terms to expire December 31, 2024.