



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

## **CITY COUNCIL MEETING AGENDA**

**Monday, May 22, 2023**

**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, May 22, 2023 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 Council minutes for Monday, May 8, 2023 Regular meeting.

**VERIFIED CLAIMS:**

2. Approve the verified claims for the period May 2, 2023 to May 15, 2023 in the total amount of \$953,029.85.

**ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:**

3. Consider approving the following minutes for Boards & Commissions:
  - \* April 12, 2023 Library Board meeting
  - \* April 18, 2023 Golf Board Meeting

**CONSENT AGENDA:**

4. Consider accepting the resignation of Dana Butler from the Police Community Advisory Board and authorize filling the vacancy.
5. Consider approving temporary liquor license for ICTV event on September 22, 2023.
6. Consider making a motion to re-hire and hire staff for Public Works for the 2023 Spring/Summer Maintenance Season.
7. Consider renewal of annual service agreement with SVL for library chiller.
8. Consider approving seasonal liquor license for Grand Rapids Speedway.
9. Consider approving Seasonal Golf Employees

- [10.](#) Consider approving a credit card application and credit card for Home Depot and authorize the necessary signatures.
- [11.](#) Consider change orders related to the IRA Civic Center Project
- [12.](#) Consider adopting a resolution approving a Maintenance and Operations grant agreement with the State of Minnesota for the GPZ Airport
- [13.](#) Consider adopting a resolution accepting a \$500,000 grant from the Minnesota Department of Iron Range Resources and Rehabilitation of the Civic Center Renovation Project
- [14.](#) Consider establishing 2023 goals for City Administrator Tom Pagel
- [15.](#) Consider authorizing the Mayor to sign a contract from Building Restoration Corporation for the Library Façade Repair Project.

SET REGULAR AGENDA:

ENGINEERING PUBLIC WORKS:

- [16.](#) Consider purchasing a TYMCO 500X Street Sweeper from Environmental Equipment and Services, Inc.

CITY COUNCIL:

- [17.](#) Consider appointing member to Pokegama Golf Course Board

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 12, 2023 AT 5:00 PM

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

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

ATTEST: Kimberly Gibeau, City Clerk



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## **CITY COUNCIL MEETING MINUTES**

**Monday, May 08, 2023**

**5:00 PM**

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

**PRESENT:** Mayor Dale Christy, Councilor Dale Adams, Councilor Molly MacGregor, Councilor Tom Sutherland

**ABSENT:** Councilor Tasha Connelly

**STAFF:** Tom Pagel, Chad Sterle, Barb Baird, Rob Mattei, Will Richter, Andy Morgan, Tim Dirkes, Jackie Heinrich

### **PRESENTATIONS/PROCLAMATIONS:**

1. Conduct Oath of Office for Andy Morgan, Chief of Police

Police Chief Andy Morgan is sworn in to office.

### **PUBLIC FORUM:**

No one from the public wished to speak.

### **COUNCIL REPORTS:**

Councilor Molly MacGregor notes that ICTV will have a celebration on September 22nd. Also would like to apply to the Governors Advisory Board for Climate Change and would like the City Council support.

### **APPROVAL OF MINUTES:**

2. Consider approval of Council minutes for the Monday, April 24, 2023 Worksession and Regular meetings.

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

### **VERIFIED CLAIMS:**

3. Approve the verified claims for the period April 18, 2023 to May 1, 2023 in the total amount of \$2,316,393.44.

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

#### ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

4. Acknowledged the following minutes for Boards and Commissions:

- ~March 2nd, 2023 Planning Commission meeting
- ~March 8th, 2023 Library Board meeting
- ~March 22nd, 2023 Civic Center Advisory Board meeting
- ~March 23rd, 2023 GREDA meeting
- ~March 29th, 2023 Human Rights meeting

#### CONSENT AGENDA:

5. Consider entering into a Joint Powers Agreement between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the State Fire Marshal and the City of Grand Rapids to conduct all hotel inspections
6. Consider a grant agreement with the State related to the IRA Civic Center
7. Consider adopting a resolution accepting 4 safety car seats from the Minnesota Office of Traffic Safety (OTS)

#### **Adopted Resolution 23-32**

8. Consider authorizing quotes and awarding a contract to Lanyk Electric for the Pokegama Lighting Project
9. Consider the purchase of a mower for the Grand Rapids / Itasca County Airport
10. Consider adopting a resolution authorizing the 2023 budgeted operating transfers.

#### **Adopted Resolution 23-33**

11. Consider adopting a resolution approving the final plat of Forest Lake Addition.

#### **Adopted Resolution 23-34**

12. Consider making a motion to re-hire and hire staff for Public Works for the 2023 Spring/Summer Maintenance Season.
13. Consider bylaws for the Civic Center Board
14. Consider change orders related to the IRA Civic Center project
- 14a. Consider supporting Councilor Molly MacGregor for appointment to Governor's Advisory committee on climate change.



Motion made by Councilor Adams, Second by Councilor MacGregor to approve the Consent agenda as amended to include the addition of item 14a. Voting Yea: Mayor Christy, Councilor Adams, Councilor MacGregor, Councilor Sutherland

#### SET REGULAR AGENDA:

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

#### ADMINISTRATION:

##### 15. Consider adopting the Nepotism Policy.

Human Resources Officer Chery Pierzina presents background information relative to proposed Nepotism Policy and recommends its adoption as part of the Personnel Manual.

Motion made by Councilor Adams, Second by Councilor MacGregor to adopt Nepotism policy as change to the Personnel Manual, Chapter 3 Employment, Policy 3.1.0. Voting Yea: Mayor Christy, Councilor Adams, Councilor MacGregor, Councilor Sutherland

##### 16. Consider appointing Tim Dirkes to the position of Police Sergeant

Ms. Pierzina provides background for new Sergeant position and recommended appointment of Officer of Officer Tim Dirkes.

Motion made by Councilor Sutherland, Second by Councilor MacGregor to appoint Officer Tim Dirkes to the position of Sergeant, effective May 9, 2023. Voting Yea: Mayor Christy, Councilor Adams, Councilor MacGregor, Councilor Sutherland

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

##### 17. Conduct a Public Hearing for review and proposal to adopt an amendment to the 2021-2025 Capital Improvement Plan.

Finance Director Barb Baird and Rebecca Kurtz, Ehlers, presented background on proposed amendment.

Motion made by Councilor Adams, Second by Councilor MacGregor to open the public hearing. Voting Yea: Mayor Christy, Councilor Adams, Councilor MacGregor, Councilor Sutherland

No one from the public wished to speak, therefore the following motion was made.

Motion made by Councilor MacGregor, Second by Councilor Sutherland to close the public hearing. Voting Yea: Mayor Christy, Councilor Adams, Councilor MacGregor, Councilor Sutherland

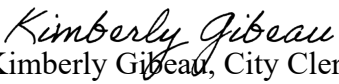
FINANCE:

18. Consider approving a resolution adopting the Amended 2021-2025 Capital Improvement Plan.

Motion made by Councilor Adams, Second by Councilor MacGregor to **adopt Resolution 23-35**, amendment to 2021-2025 CIP. Voting Yea: Mayor Christy, Councilor Adams, Councilor MacGregor, Councilor Sutherland

There being no further business, the meeting adjourned at 5:26 PM.

Respectfully submitted:

  
Kimberly Gibeau, City Clerk

DATE: 05/17/2023  
 TIME: 09:57:30  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 05/22/2023

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
1915248	SHI INTERNATIONAL CORP	2,598.00
	TOTAL	2,598.00
CITY WIDE		
0221650	BURGGRAP'S ACE HARDWARE	17.25
1612075	PLAN IT SOFTWARE LLC	800.00
1915248	SHI INTERNATIONAL CORP	165.00
	TOTAL CITY WIDE	982.25
ADMINISTRATION		
1215630	LOREN SOLBERG CONSULTING, LLC	1,944.29
1301020	MADDEN GALANTER HANSEN, LLP	140.00
	TOTAL ADMINISTRATION	2,084.29
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM SERVICES	45.53
0221650	BURGGRAP'S ACE HARDWARE	41.14
0920060	ITASCA COUNTY TREASURER	233.40
1801555	RAPID PEST CONTROL INC	63.25
1901535	SANDSTROM'S INC	100.87
	TOTAL BUILDING SAFETY DIVISION	484.19
COMMUNITY DEVELOPMENT		
0920060	ITASCA COUNTY TREASURER	232.27
1405840	NEXT MOVE GROUP, LLC	295.00
1920555	STOKES PRINTING & OFFICE	31.89
	TOTAL COMMUNITY DEVELOPMENT	559.16
FINANCE		
1903225	SCENIC RANGE NEWS FORUM	25.00
	TOTAL FINANCE	25.00
FIRE		
0100010	5 STAR PEST CONTROL &	300.00

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INVOICES DUE ON/BEFORE 05/22/2023

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
FIRE		
0118100	ARAMARK UNIFORM SERVICES	27.56
0401804	DAVIS OIL INC	383.51
0920060	ITASCA COUNTY TREASURER	90.62
2215600	VOLUNTEER FIREMANS BENEFIT	425.00
TOTAL FIRE		1,226.69
INFORMATION TECHNOLOGY		
1915248	SHI INTERNATIONAL CORP	2,598.00
TOTAL INFORMATION TECHNOLOGY		2,598.00
PUBLIC WORKS		
0102694	ABI ATTACHMENTS INC	209.39
0201353	BAILEY'S NURSERY INC	5,272.00
0205090	BEACON ATHLETICS LLC	1,517.20
0221650	BURGGRAF'S ACE HARDWARE	270.88
0301685	CARQUEST AUTO PARTS	154.02
0305510	CENTRAL LANDSCAPE SUPPLY INC	3,437.90
0315455	COLE HARDWARE INC	114.64
0401804	DAVIS OIL INC	687.64
0501650	EARL F ANDERSEN	1,865.90
0601690	FASTENAL COMPANY	211.93
0801836	HAWKINSON SAND & GRAVEL	3,427.15
0920060	ITASCA COUNTY TREASURER	746.26
1200500	L&M SUPPLY	158.17
1201730	LATVALA LUMBER COMPANY INC.	238.44
1415030	NAPA SUPPLY OF GRAND RAPIDS	154.56
1415545	NORTHLAND LAWN & SPORT, LLC	84.60
1421700	NUSS TRUCK GROUP INC	121.91
1615505	POMP'S TIRE SERVICE INC	110.00
1813125	RMB ENVIRONMENTAL	81.68
1900225	SEH	2,972.50
1911545	SKOGLUND ELECTRIC LLC	90.00
2018560	TROUT ENTERPRISES INC	725.00
TOTAL PUBLIC WORKS		22,651.77
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	55.50
0601690	FASTENAL COMPANY	22.78
0920060	ITASCA COUNTY TREASURER	92.59
1201850	LAWSON PRODUCTS INC	66.00

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INVOICES DUE ON/BEFORE 05/22/2023

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FLEET MAINTENANCE		
1301720	MATCO TOOLS	662.18
1415030	NAPA SUPPLY OF GRAND RAPIDS	50.99
TOTAL FLEET MAINTENANCE		950.04
POLICE		
0100031	A&B MISHAPS	240.30
0124550	AXON ENTERPRISE INC	34,944.00
0221650	BURGGRAP'S ACE HARDWARE	91.92
0301685	CARQUEST AUTO PARTS	25.91
0512350	ELITE K-9, INC	474.95
0701480	GALLS LLC	380.19
0712225	GLEN'S ARMY NAVY STORE INC	248.00
0920060	ITASCA COUNTY TREASURER	4,259.23
1200500	L&M SUPPLY	29.98
1309332	MN STATE RETIREMENT SYSTEM	15,740.73
1920233	STREICHER'S INC	1,930.72
2001150	TACTICAL SOLUTIONS	799.00
TOTAL POLICE		59,164.93
CENTRAL SCHOOL		
0118100	ARAMARK UNIFORM SERVICES	55.73
0701650	GARTNER REFRIGERATION CO	135.53
2018680	TRU NORTH ELECTRIC LLC	536.78
TOTAL		728.04
AIRPORT		
0112100	ALAMO GROUP COMPANY	1,827.99
0301685	CARQUEST AUTO PARTS	208.95
0401420	DAKOTA FLUID POWER, INC	11.80
0920060	ITASCA COUNTY TREASURER	111.09
TOTAL		2,159.83
CIVIC CENTER		
GENERAL ADMINISTRATION		
0118230	ARENA WAREHOUSE, LLC	4,579.00
0717996	GRAND ITASCA CLINIC	1,440.00

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 05/22/2023

VENDOR #	NAME	AMOUNT DUE
-----		
CIVIC CENTER		
GENERAL ADMINISTRATION		
TOTAL GENERAL ADMINISTRATION		6,019.00
STATE HAZ-MAT RESPONSE TEAM		
0920060	ITASCA COUNTY TREASURER	113.45
TOTAL		113.45
ST HAZ-MAT TERRORISM GRANT		
0300225	CEF SAFETY SERVICES	6,526.02
TOTAL ST HAZ-MAT TERRORISM GRANT		6,526.02
CEMETERY		
0201353	BAILEY'S NURSERY INC	580.50
0221650	BURGGRAF'S ACE HARDWARE	254.97
0920060	ITASCA COUNTY TREASURER	59.18
1200500	L&M SUPPLY	54.92
TOTAL		949.57
DOMESTIC ANIMAL CONTROL FAC		
0118100	ARAMARK UNIFORM SERVICES	30.00
TOTAL		30.00
GR/COHASSET IND PK INFRAST		
1900225	SEH	24,948.00
2000522	TNT CONSTRUCTION GROUP, LLC	69,054.30
TOTAL		94,002.30
AIRPORT CAPITAL IMPRV PROJECTS		
AP 2023-4 HANGAR UTILITIES		
1900225	SEH	3,292.05
TOTAL AP 2023-4 HANGAR UTILITIES		3,292.05

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/22/2023

VENDOR #	NAME	AMOUNT DUE
2021	INFRASTRUCTURE BONDS	
2023-5	LIBRARY FACADE RPR PJT	
0718060	GRAND RAPIDS HERALD REVIEW	71.75
TOTAL 2023-5 LIBRARY FACADE RPR PJT		71.75
2022	INFRASTRUCTURE/ARPA	
	FOREST LK UTILITY EXTENSIONS	
1900225	SEH	6,468.00
TOTAL FOREST LK UTILITY EXTENSIONS		6,468.00
2023	INFRASTRUCTURE BONDS	
CP2015-1	SYLVAN BAY OVR/UTIL	
1900225	SEH	41,292.51
2000522	TNT CONSTRUCTION GROUP, LLC	193,928.42
TOTAL CP2015-1 SYLVAN BAY OVR/UTIL		235,220.93
STORM WATER UTILITY		
0315455	COLE HARDWARE INC	81.17
0401804	DAVIS OIL INC	697.76
0514798	ENVIRONMENTAL EQUIPMENT AND	89.71
0718060	GRAND RAPIDS HERALD REVIEW	184.34
0801836	HAWKINSON SAND & GRAVEL	66.50
0920060	ITASCA COUNTY TREASURER	348.58
0920127	ITASCA WATERS	500.00
1309035	MID-STATE TRUCK SERVICE INC	30.45
1621125	PUBLIC UTILITIES COMMISSION	2,200.00
TOTAL		4,198.51
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$453,103.77
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T MOBILITY	1,347.53
0104095	DALE ADAMS	77.29
0113105	AMAZON CAPITAL SERVICES	1,636.30
0315543	CONSTELLATION NEWENERGY -GAS	614.53
0718015	GRAND RAPIDS CITY PAYROLL	278,505.08
0718070	GRAND RAPIDS STATE BANK	614.21
0815440	HOLIDAY STATIONSTORES LLC	286.00
0900060	ICTV	23,665.22
1201402	LAKE COUNTRY POWER	50.85

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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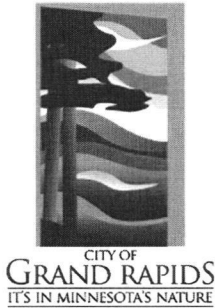
INVOICES DUE ON/BEFORE 05/22/2023

VENDOR #	NAME	AMOUNT DUE
-----		
CHECKS ISSUED-PRIOR	APPROVAL	
PRIOR APPROVAL		
1301145	MARCO TECHNOLOGIES, LLC	72.60
1301146	MARCO TECHNOLOGIES, LLC	100.65
1305046	MEDIACOM LLC	156.90
1309098	MINNESOTA MN IT SERVICES	453.21
1309199	MINNESOTA ENERGY RESOURCES	5,342.52
1309332	MN STATE RETIREMENT SYSTEM	2,184.00
1315630	ASHLEY MORAN	80.67
1321750	MUTUAL OF OMAHA	451.32
1516220	OPERATING ENGINEERS LOCAL #49	117,966.00
1601750	PAUL BUNYAN COMMUNICATIONS	1,403.41
1618600	BRYCE PRUDHOMME	925.00
1621125	PUBLIC UTILITIES COMMISSION	20,144.04
1621130	P.U.C.	18,071.96
1903555	ERIK SCOTT	51.19
2000100	TASC	31.50
2209665	VISA	6,377.87
2209705	VISIT GRAND RAPIDS INC	16,236.90
2301700	WM CORPORATE SERVICES, INC	3,079.33

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$499,926.08

TOTAL ALL DEPARTMENTS \$953,029.85





## GRAND RAPIDS AREA LIBRARY BOARD MEETING MINUTES

**Wednesday, April 12, 2023**

**5:00 PM**

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Area Library Board will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Wednesday, April 12, 2023 at 5:00 PM.

### CALL TO ORDER:

Chair Martin called the meeting to order at 5:00 PM.

### CALL OF ROLL:

Members present: Barr, Blocker, Dobbs, Martin, and Richards

Members absent: Kee, Lassen, Squadroni, Teigland

Staff: present: Will Richter

### APPROVAL OF AGENDA:

Motion to approve agenda as presented with the addition of item 6A: Pharos contract renewal and payment authorization.

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

None

### APPROVAL OF MINUTES:

1. Consider approval of Library Board Meeting Minutes from 03-08-2023.

Motion to approve 03-08-2023 Library Board Meeting minutes as presented

Mover: Blocker

Seconder: Richards

Result: Passed 5-0

### COMMUNICATIONS:

None

FINANCIAL REPORT & CLAIMS (Roll Call Vote Required):

2. Review Financial Reports and consider a motion to approve payment of Bill List as presented.

Motion to approve payment of Bill List as presented

Mover: Richards

Second: Blocker

Result: Passed 5-0 (roll-call)

CONSENT AGENDA (Roll Call Vote Required):

3. Consider adoption of Resolution 2023-5 accepting donations.

Motion to adopt Resolution 2023-5

Mover: Blocker

Second: Barr

Result: Passed 5-0 (roll-call)

REGULAR AGENDA:

4. Explore Library Journal article discussing challenges to intellectual freedom; review Collection Development Guidelines and seminal documents of librarianship.

Motion to reaffirm the Library Board commitment to intellectual freedom at Grand Rapids Area Library as set forth in the Collection Development Guidelines.

Mover: Richards

Second: Blocker

Result: Passed 5-0

5. Authorize purchase of ViewScan 4 Microfilm Scanner from RMC Imaging, Inc.

Motion to authorize purchase of ViewScan 4 Microfilm Scanner from RMC Imaging, Inc. for a price not to exceed \$9,000.

Mover: Richards

Second: Dobbs

Result: Passed 5-0 (roll-call)

6. Library Facade Repair Project Update

Informational

6A: Pharos contract renewal and payment authorization.

Motion to approve payment to Pharos Systems in the amount of \$1,279.00 (PO 20231025) and authorize city staff to sign the contract renewal.

Mover: Blocker

Seconder: Richards

Result: Passed 5-0 (roll-call)

UPDATES:

Friends

No update

Foundation

Barr: next meeting 04-20-2023; River Fest date is 09-09-2023 – headliner announcement 04-17-2023.

STAFF REPORTS:

7. Review Library Reports and Statistics

ADJOURNMENT:

Chair Martin adjourned the meeting at 5:34.

NEXT REGULAR MEETING IS SCHEDULED FOR MAY 10, 2023, AT 5:00 PM.

ATTEST: Will Richter, Director of Library Services

DATE: 04/05/2023  
 TIME: 14:29:37  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 04/12/2023

VENDOR #	NAME	AMOUNT DUE
-----		
PUBLIC LIBRARY		
0118100	ARAMARK UNIFORM SERVICES	132.66
0118660	ARROWHEAD LIBRARY SYSTEM	64.50
0201428	BAKER & TAYLOR LLC	3,571.61
0212124	BLACKSTONE PUBLISHING	514.99
0305485	CENGAGE LEARNING INC	48.80
0315455	COLE HARDWARE INC	11.94
0405500	DEMCO INC	2,474.43
0514145	ENCOMPASS	6,127.50
0718010	CITY OF GRAND RAPIDS	1,700.00
0914540	INNOVATIVE OFFICE SOLUTIONS LL	960.83
0914800	INVEST EARLY PROJECT	400.00
1015325	JOHNSON CONTROLS FIRE	1,073.00
1401650	NARDINI FIRE EQUIPMENT CO INC	299.00
1612225	PLAYAWAY PRODUCTS LLC	331.45
1901535	SANDSTROM'S INC	124.72
2018680	TRU NORTH ELECTRIC LLC	519.79
2023352	PIONEER PRESS	230.76
2114356	UNIQUE MANAGEMENT SERVICES	128.15
2209421	VIKING ELECTRIC SUPPLY INC	65.28

TOTAL UNPAID TO BE APPROVED IN THE SUM OF: \$18,779.41

CHECKS ISSUED-PRIOR APPROVAL  
 PRIOR APPROVAL

0100053	AT&T MOBILITY	54.40
0113105	AMAZON CAPITAL SERVICES	497.92
0605191	FIDELITY SECURITY LIFE	6.90
0718015	GRAND RAPIDS CITY PAYROLL	42,570.60
1301146	MARCO TECHNOLOGIES, LLC	120.43
1305725	METROPOLITAN LIFE INSURANCE CO	76.14
1309199	MINNESOTA ENERGY RESOURCES	260.73
1309335	MINNESOTA REVENUE	34.89
1516220	OPERATING ENGINEERS LOCAL #49	9,612.00
1601750	PAUL BUNYAN COMMUNICATIONS	321.89
1612200	GAVIN WILLIAM PLATT	40.00
1621130	P.U.C.	2,396.95
1809158	WILLIAM RICHTER	254.28
1901795	AMY M SAVELA	125.00
2209665	VISA	1,064.66
2301700	WM CORPORATE SERVICES, INC	141.62

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$57,578.41

TOTAL ALL DEPARTMENTS \$76,357.82

RESOLUTION NO. 2023-5  
A RESOLUTION ACCEPTING DONATIONS

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

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

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

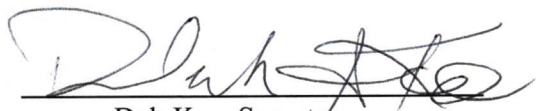
**Nick and Nancy Eltgroth \$250.00**  
**General Support**

**Saint Paul & Minnesota Foundation \$1,452.61**  
**General Support**

**Grand Rapids Area Library Foundation \$2,131.43**  
**Large Print collection enhancement, Online Story Time, Discovery Kit supplies, and**  
**Lego Table**

Adopted this 12th day of April 2023

  
Cyndy Martin, President

  
Deb Kee, Secretary



Pharos Systems International, Inc.  
 4545 East River Road  
 West Henrietta, New York 14586  
 United States  
 Phone: 585-939-7000

Site Code: GRAPID01  
 Sales Order Number: Q-03035  
 Created On: 1/26/2023  
 Offer Valid Through: 5/31/2023  
 Payment Terms: Net 30  
 Proposed By: Jonathan Morris

Please email purchase orders and credit card payment requests to [orders@pharos.com](mailto:orders@pharos.com)

## SALES ORDER

Bill To:  
 Grand Rapids Area Library  
 420 N Pokegama Ave  
 GRAND RAPIDS, MN 55744-2658  
 US

Ship To:  
 Grand Rapids Area Library  
 420 N Pokegama Ave  
 GRAND RAPIDS, MN 55744-2658  
 US

End User:  
 Grand Rapids Area Library  
 420 N Pokegama Ave  
 Grand Rapids, Minnesota 55744  
 United States

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

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

Billing Frequency:  
 Billing Method:  
 Payment Method:

Contract Term Start Date: 6/1/2023  
 Contract Term End Date: 5/31/2024

Part #	Item	Unit Price	Quantity	Total Price
UP-AMS-L	UNIPRINT Annual Support & Maintenance - 1 year Renewal (Legacy Pricing)	\$1,279.000	1	\$1,279.00
<b>Subtotal:</b>				<b>\$1,279.00</b>

Uniprint light with 1 printer, SignUp with 5 additional CALs

Subtotal: **USD 1,279.00**  
 Tax: **USD 0.00**  
 Total: **USD 1,279.00**

---

**Purchase Order Information**

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form? (Customer to Complete)

☐ No

☐ Yes - Please Complete Below

PO Number:

PO Amount:

---

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

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

Renewal. After the Contract Term described above, this Sales Order will automatically renew for successive twelve (12) month periods, unless either Party provides written notice of non-renewal to the other Party not less than sixty (60) days prior to the end of the current Contract Term. The fees for an automatically renewed product will be Pharos's then-current prices.

In the event of any conflict, the terms of this Sales Order will supersede the terms of any other document.

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Product.....	ECCN.....	HTS
Uniprint, Blueprint, MobilePrint.....	EAR99.....	8523.40.2020
iMFP & Kiosk software.....	EAR99.....	8523.40.2020
Omega PS200.....	EAR99.....	8471.60.0150
Omega PS60/SR25.....	EAR99.....	8517.62.0050

**Hardware Disclaimer:**

- A hardware deposit may be required based upon your order quantity and configuration.
- Shipping and duties (if applicable) on hardware are not included.
- Standard hardware warranty is twelve months from date of shipment. Extended warranty is available for purchase at time of original order.
- Omega copier cables are only available for manufacturer's devices that have a foreign device interface connector (FDI, FISH, etc.) installed.

**iMFP disclaimer:**

- Available for select models of manufacturer's MFP - call Pharos for latest list of models.

**Professional Services Disclaimer:**

- Professional Services labor and expenses are estimates. Actual time and expenses will be billed to customer.



CITY OF GRAND RAPIDS  
 420 N POKEGAMA AVE  
 GRAND RAPIDS MN 55744-2662  
 218-326-7612 FAX#218-326-7608  
 Email:ap@ci.grand-rapids.mn.us

PHAROS SYSTEMS INT'L INC  
 4545 EAST RIVER ROAD  
 SUITE 210  
 WEST HENRIETTA NY 14586

=====

P U R C H A S E O R D E R

=====

P.O. NUMBER: 20231025  
 P.O. DATE: 04/12/2023  
 P.O. AMT: \$1,279.00  
 VENDOR NUMBER: 1608100  
 REQ. NUMBER:

DELIVER INFORMATION TECHNOLOGY DEPT  
 TO: 420 N POKEGAMA AVE  
 GRAND RAPIDS MN 55744  
 PHONE: 218-326-7620 FAX: 218-326-7608

ATTENTION:  
 ERIK SCOTT SO# Q-03035

VENDOR PHONE: 585-360-1010 FAX: 585-249-9229

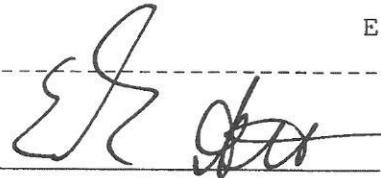
DESCRIPTION	ACCOUNT #	HOURS/QTY	COST/UNIT	AMOUNT
UNIPRINT SUPPORT MAINT 1YR	211-00-75-30-4020	1.00000	1,279.0000	1,279.00
				=====
				\$1,279.00

ID #41-6005201 ST ID #8022490

E.O.E.\A.A.

REQUESTED  
 BY: ERIK SCOTT

APPROVED  
 BY:

 DATE: 4-12-27



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

## **POKEGAMA GOLF COURSE BOARD MEETING MINUTES**

**Tuesday, April 18, 2023  
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 April 18, 2023, at 7:30 AM at Pokegama Golf Course, 3910 Golf Course Road, Grand Rapids, Minnesota. John Ryan called the meeting to order at 7:30AM.

**ROLL CALL:** Rick McDonald, John Bauer, John Ryan

**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.) Motion by Rick and Second by John B. to approve agenda with three additions:

1. Consider purchasing ZTurn Mower
2. Consider purchasing Verticut Reels
3. Consider Simulator Fund Request

**APPROVE MINUTES:**

1. Approve Golf Board Minutes for March 21 Golf Board Meeting. Rick made a motion to approve the Minutes. John Bauer Second. Motion Carried

**CLAIMS AND FINANCIAL STATEMENTS:**

2. A review of the financials took place. John B. made a motion to approve the claims in the amount of \$46,473.40 Second by Rick. Motion Carried

**VISITORS:** No visitors

**REPORTS:** None

**Agenda Additions:**

1. Consider purchasing Z Turn mower for \$17, 783.59 Motion by John B. Second by Rick Motion approved.
2. Consider purchasing Verticut Reels for \$7,500. Motion by John B. Second by Rick Motion approved.
3. Consider Simulator Fund request Girls golf coach Mikki Kromy met with Bob Cahill prior to the meeting and requested funding of \$3,700 for Push Carts, Golf Bags, and Rules cards. Motion by Rick, Second by John Bauer. Motion approved

CORRESPONDENCE AND OPEN DISCUSSION: None

ADJOURN: Motion made by Rick, Second by John Bauer. Motion Approved

Meeting is adjourned.

Minutes respectfully submitted by Bob Cahill



CITY OF  
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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 22, 2023

**AGENDA ITEM:** Consider accepting the resignation of Dana Butler from the Police Community Advisory Board and authorize filling the vacancy.

**PREPARED BY:** Chief 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.

On May 11, 2023 Board Member Dana Butler contacted the Police Chief and requested to resign from the board for personal reasons. Dana's personal insight and passion to better our community will be missed.

PCAB is designed to have nine (9) members. We would also ask that the Council authorize the filling of this vacancy.

### REQUESTED COUNCIL ACTION:

Consider accepting the resignation of Dana Butler from the Police Community Advisory Board and authorize filling the vacancy.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 22, 2023

**AGENDA ITEM:** Consider approving temporary liquor license for ICTV event on September 22, 2023.

**PREPARED BY:** Kimberly Gibeau

---

### BACKGROUND:

ICTV has submitted an application for temporary liquor for an event on September 22, 2023. Fees have been paid and required proof of insurance is on file in the Clerk's office. Application is attached for review.

### REQUESTED COUNCIL ACTION:

Make a motion to approve temporary liquor license for ICTV, event scheduled for September 22, 2023.



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**

Item 5.

Name of organization		Date organized	Tax exempt number	
Itasca Community television, Inc.		June 1983	36-4208055	
Address		City	State	Zip Code
819 NE 4th St.		Grand Rapids	Minnesota	55744
Name of person making application		Business phone	Home phone	
Beth George		(218) 999-0088	(218) 244-1514	
Date(s) of event		Type of organization		
9/22/2023		<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit		
Organization officer's name		City	State	Zip Code
Molly MacGregor		Grand Rapids	Minnesota	55744
Organization officer's name		City	State	Zip Code
Maureen Rosat		Grand Rapids	Minnesota	55744
Organization officer's name		City	State	Zip Code
Michele Smith		Grand Rapids	Minnesota	55744
Organization officer's name		City	State	Zip Code
Kirk Gilbertson		Grand Rapids	Minnesota	55744
Location where permit will be used. If an outdoor area, describe.				
ICTV parking lot and studio. 819 NE 4th St. Grand Rapids MN				

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

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


League of MN Cities Insurance Trust

APPROVAL

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

Grand Rapids  
City or County approving the license  
\$ 20.00  
Fee Amount  
5/8/2023  
Date Fee Paid

5-22-2023  
Date Approved  
9-22-2023  
Permit Date  
kgibeau@grandrapidsmn.gov  
City or County E-mail Address  
218-326-7611  
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**  
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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 22, 2023

**AGENDA ITEM:** Consider making a motion to re-hire and hire staff for Public Works for the 2023 Spring/Summer Maintenance Season.

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

---

### BACKGROUND:

The Public Works Department hires part-time workers for the Spring/Summer Maintenance Season to work on all city owned property such as parks, athletic fields, rights-of-way, the Itasca Calvary Cemetery, and the Itasca County Airport.

We have three (3) additional hires for the 2023 Spring/Summer Maintenance Season:

Ian Salmela, a new seasonal hire beginning May 23, 2023 through October 31, 2023, with an hourly rate of \$15.00 per hour;

Roger Bumgarner, a seasonal re-hire beginning May 23, 2023 through October 31, 2023, with an hourly rate of \$18.00 per hour;

Michael Finkbone, a new seasonal hire beginning May 30, 2023 through October 31, 2023, with an hourly rate of \$15.00 per hour.

All costs associated with their employment was included in the 2023 budget.

### REQUESTED COUNCIL ACTION:

Make a motion to hire 1) Ian Salmela for 2023 Spring/Summer maintenance season between the timeframe of May 23, 2023, through October 31, 2023, with a rate of pay of \$15.00 per hour; 2) Roger Bumgarner for 2023 Spring/Summer maintenance season between the timeframe of May 23, 2023, through October 31, 2023, with a rate of pay of \$18.00 per hour; 3) Michael Finkbone for 2023 Spring/Summer maintenance season between the timeframe of May 30, 2023, through October 31, 2023, with a rate of pay of \$15.00 per hour.





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

**AGENDA DATE:** May 22, 2023

**AGENDA ITEM:** Consider renewal of annual service agreement with SVL for library chiller.

**PREPARED BY:** Jon Peterson

---

### BACKGROUND:

This is the annual (June 1, 2023, through May 31<sup>st</sup>, 2024) renewal service agreement for preventative maintenance and service of the air conditioning chiller at the library in the amount of \$2,954.00.

### REQUESTED COUNCIL ACTION:

Make a motion to approve the annual service agreement with SVL for the library chiller and authorize Mayor to sign.





RECEIVED

APR 26 2023

CITY OF GRAND RAPIDS

April 21, 2023

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

Attn: Nathan Morlan

RE: Service Agreement Renewal

Dear Nathan,

Enclosed please find a quote for a service agreement on the new Daikin chiller that was installed at the library in 2014. SVL supplied, started, and serviced the new AGZ075 chiller since it was installed. We offer to continue these essential services for another year (June 1, 2023 through May 31, 2024) for the net price of \$2,954.00

Enclosed, please find two copies of our renewal documents for your records and approval. If these terms are acceptable to you please sign and return one copy to our office.

If you have any questions or need anything please feel free to give me a call or send me an email. My direct line is (651) 288-6682. You can also send me an email at [alleng@svl.com](mailto:alleng@svl.com). I'm looking forward to working with you.

Sincerely,

*Allen Gramse*

Allen Gramse  
Service Manager  
Schwab Vollhaber Lubratt Service Corp.

### **SERVICE AGREEMENT**

We propose the following maintenance program on the equipment located at:

**Grand Rapids Library**  
420 North Pokegama  
Grand Rapids, MN 55744

#### **Equipment Covered**

(1) McQuay AGZ075 Chiller

#### **PREDICTIVE MAINTENANCE**

Spring Inspection:

- Tighten all electrical power wiring connections.
- Perform a meg ohm test on each of the compressors.
- Check the chiller for refrigerant loss.
- Perform an acid and moisture check on each refrigeration circuit if warranted.
- Perform a vibration check of each of the compressors.
- Check the operation of the chiller; this includes all pressures, temperatures and valve operations, etc.
- Review the error log and address any shutdown alarms
- Review the operation of the chiller with the owner representative.

Summer Inspection:

- Completely check the operation of the chiller and make any adjustments or minor repairs that are required to keep the equipment operating properly.
- Clean the condenser coils.
- Check for any shutdown codes that may have occurred.
- Discuss the operation with the owner's representative.

Fall Shutdown:

- Pump the refrigerant into the condenser and close all manual valves so that the refrigerant remains secure on the condenser for the winter months.
- Shut down the chiller so it cannot start.
- Drain the water from the chiller if required.

Comments:

All parts will be invoiced separately.

Hourly rates for services beyond the scope of this contact will receive a 10% discount on our standard service rates. Service rates are subject to change during the term of this agreement.

**TOTAL ANNUAL COST OF CONTRACT \$2,954.00**

### TERMS OF SERVICE AGREEMENT

1. Contract automatically renewable annually at the end of the original term (price subject to revision) and may be cancelled by either party any time during the term by giving at least thirty (30) days **written** notice. Failure to keep your account current shall release Schwab-Vollhaber-Lubratt of performance of this contract.
2. We warrant that all work will be performed in a professional manner by competent technicians. There are no other warranties, express or implied, and we shall not be liable for consequential damages nor expenses incurred in removing, replacing, or refinishing any part of the building structure necessary to the execution of this agreement. We shall not be liable for loss or damages due to delays or inability to perform as a result of strikes, transportation delays, governmental intervention and/or regulations or other causes beyond our control. The sole remedies for any breach of our warranty are re-performing the work or refunding the price of the work at our option.
3. Repairs, replacements and emergency service occasioned by improper operation, negligence, and misuse of the equipment or due to any cause beyond our control shall be invoiced at prevailing service rates. Repairs, replacements, inspections or modifications required by insurance companies, government, state, municipal or other authority shall be invoiced at prevailing rates.
4. Schwab-Vollhaber-Lubratt shall not be responsible for air balance, ductwork, electrical disconnect switches, recording or portable instruments, gauges or thermometers, appearance of decorative cabinets or corrections to design or installation.

The specific labor and materials on the face of this contract will be furnished for the sum of **\$2,954.00** payable net 30 days after invoice

Respectfully submitted,

**Schwab-Vollhaber-Lubratt Service Corp.**

By: Allen Gramse  
Allen Gramse, Service Manager

Date: April 21, 2023

Accepted by: \_\_\_\_\_

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

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

**Contract For The Year: June 1, 2023– May 31, 2024**



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

**AGENDA DATE:** May 22, 2023

**AGENDA ITEM:** Consider approving seasonal liquor license for Grand Rapids Speedway

**PREPARED BY:** Kimberly Gibeau

---

### **BACKGROUND:**

Each year, the Grand Rapids Speedway obtains a seasonal, limited time liquor license for May through September. The application for renewal, certificate of liability have been received.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve seasonal liquor license for Grand Rapids Speedway for 2023 racing season.



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

**AGENDA DATE:** May 22, 2023

**AGENDA ITEM:** Consider approving Seasonal Golf Employees

**PREPARED BY:** Bob Cahill

---

**BACKGROUND:** SEE ATTACHED.

Please refer to the attached list of 2023 Seasonal Employees for Pokegama Golf Course. The list includes Maintenance and Outdoor Services Employees. Most of these employees will be working fewer than 20 hours per week (that is why there are so many). Wages are based upon years of service/experience in the area they are employed. Most employees will end their seasonal employment in mid to late August with the arrival of high school, tech school and college education opportunities.

**REQUESTED COUNCIL ACTION:**

Make a motion to approve the attached list of 2023 Seasonal Employees at Pokegama Golf Course. Employment to begin no sooner than May 23 and end no later than November 13. Employment to be funded from the 2023 Pokegama Golf Course operating budget.

	Colton	Stupar	\$ 14.00	Outdoor Services
	Dekich	Brianne	\$ 14.00	Outdoor Services
	Sterle	Henry	\$ 14.50	Maintenance
	Sterle	Sam	\$ 14.50	Maintenance
	Buesing	Jase	\$ 14.00	Maintenance
	Hain	Lisa	\$ 14.00	Maintenance
	Kerr	Justin	\$ 14.50	Maintenance
	Langlois	Nick	\$ 15.00	Maintenance



## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 22, 2023

**AGENDA ITEM:** Consider approving a credit card application and credit card for Home Depot and authorize the necessary signatures.

**PREPARED BY:** Barb Baird

---

### BACKGROUND:

The purpose of the credit card application and card agreement is primarily for purchasing lumber. The location and unlimited variety of items available for public works and building maintenance to purchase also makes it easily accessible.

### REQUESTED COUNCIL ACTION:

Make a motion to approve a credit card application and credit card for Home Depot and authorize the necessary signatures.

## GET THE CARD, SAVE UP TO \$100 TODAY◇

on your qualifying purchase. Valid now through 7/26/23.

Offer for new accounts only.



### SHOW OFFER DETAILS

#### THE HOME DEPOT® COMMERCIAL ACCOUNT



### About Your Business

You must be an Authorized Officer and Controlling Party of the business entity to submit this application. When opening an account, Federal regulations require that we obtain, verify, and record information for Beneficial Owners of an entity customer. For this application, Beneficial Owners are key individuals who directly or indirectly own the company, at a level of 25% or greater ownership, or are the trustee of a trust that has 25% or greater ownership. If a Trust owns 25% or greater, then enter the Trustee's information as the owner.

#### Legal Business Name

Please enter the Legal Business Name.

#### Doing Business As

#### Contact Information

**Street Address, Phone Number**



#### Billing Information

**Billing Contact Information, Billing Options**



---

Business Structure

**Organization Type, Legal Type, Classification, Identification**



---

Business Details

**Revenue, Employee Information, Age**



## About You

---

Name

**Your Name**



---

Address

**Street Address**



---

Date of Birth

**MM/DD/YYYY**



## Do You Need a Personal Guarantor?

Providing a guarantee may increase the likelihood of approval and is recommended if you have a young or small business.

Does your business meet any of the following criteria: a sole proprietorship, a partnership, unincorporated; or a corporation with an annual revenue of less than \$2,000,000, less than 10 employees, or incorporated less than 3 years?

Yes, I will guarantee the account

No, apply without a guarantor

---

Phone

**Primary Phone Number**



---

Financial Information

**Income**



---

Social Security Number



## Account Features

### Early Pay Discount (EPD)

The Early Pay Discount will be applied to the purchase subtotal on eligible invoices if you pay the full EPD amount in Account Online within 20 days of your purchase date.



## Account Terms & Details

♦Offer is for new accounts, is subject to credit approval and valid now through 7/26/23. This offer is redeemable for either a \$25 discount on a single-receipt purchase of \$25 up to \$299, a \$50 discount on a single-receipt purchase of \$300 up to \$999 or a \$100 discount on a single-receipt purchase of \$1,000 or more, excluding tax and delivery fees, within 30 days of your account open date at The Home Depot® retail stores or homedepot.com when made with your The Home Depot Consumer Credit Card, The Home Depot Home Improver Card, The Pro Xtra Credit Card, or The Home Depot Commercial Account. Valid in the U.S., U.S.V.I., Puerto Rico and Guam. Offer does not apply to prior purchases, The Home Depot Gift Cards or Certificates, third party gift cards, installation products purchased in home, Tool Rental or to Traeger®, Weber®, Bona®, S Dacor®, Viking®, Fisher & Paykel®, Sharp Insight™, Delonghi®, Bu Lynx®, Alfresco™, OCI, Marvel®, Bertazzoni, Aga, Vent-A-Hood®, S Collection, Bosch Benchmark® Series, Liebherr, Zephyr, Miele, Sigi

### Important Information

To help the government fight the funding of terrorism and money laundering activities, we collect and record information that identifies each person or entity who opens an account. This means we will ask for the name, address, date of birth, type of business entity and other information that will allow us to identify you. We may also ask to see other information, such as driver's license or other identifying documents, and obtain identification information about you.

Credit card offers are intended for residents of, and this is not an offer for the credit card to individuals outside of, the United States and its Territories.



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

**AGENDA DATE:** 5-22-23

**AGENDA ITEM:** Consider change orders related to the IRA Civic Center Project

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

---

### BACKGROUND:

Attached are three change orders related to the IRA Civic Center Project.

Change order 3 for Rapids Plumbing and Heating covers rerouting of roof drains in the upper lobby. Rerouting was necessary to avoid the new structural beams supporting roof HVAC units and the retractable partitions. Total for this change order is \$16,593.00.

Change order 7 for TNT covers two field work orders. The first work order provides for patching/repair of a masonry wall supporting the south gable end. The second work order provides for the demolition and removal of obsolete, unused fencing and a concrete slab outside the west wall of the building. Total for this change order is \$4,494.79.

Change order 8 for TNT provides for an access ladder between the lower and upper lobby roofs. Access to the upper roof is necessary to provide maintenance to new HVAC units. Total for this change order is \$13,819.00. (Please note that the draft change order does not have this amount on the front page. I will have Sean correct this oversight.)

There are sufficient funds in the project contingency to cover these change orders.

### REQUESTED COUNCIL ACTION:

Make a motion to approve attached change orders.



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

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

**DRAFT****Contract Change Order #008: CE #032 - PR 21 Roof Ladder**

<b>CONTRACT COMPANY:</b>	TNT Construction Group, LLC 40 County Road 63 Grand Rapids, Minnesota 55744	<b>CONTRACT FOR:</b>	SC-S19041C-003:Work Scope 03 - General Construction - TNT
<b>DATE CREATED:</b>	5/18/2023	<b>CREATED BY:</b>	Sean Lewis (ICS - Park Rapids, MN)
<b>CONTRACT STATUS:</b>	Draft	<b>REVISION:</b>	0
<b>REQUEST RECEIVED FROM:</b>	Dale Anderson	<b>LOCATION</b>	
<b>DESIGNATED REVIEWER:</b>	Sean Lewis (ICS - Park Rapids, MN)	<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>	05/23/2023	<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>REFERENCE:</b>	PR 21 Roof Ladder	<b>CHANGE REASON:</b>	Client Request
<b>PAID IN FULL:</b>	No	<b>EXECUTED:</b>	No
<b>ACCOUNTING METHOD:</b>	Amount Based	<b>SCHEDULE IMPACT:</b>	0 days
<b>FIELD CHANGE:</b>	No	<b>TOTAL AMOUNT:</b>	\$0.00

**DESCRIPTION:**

CE #032 - PR 21 Roof Ladder

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

**ATTACHMENTS:**[17073.30 - RFP 22 Roof Ladder.pdf](#)**CHANGE ORDER LINE ITEMS:****CCO #008**

#	Cost Code	Description	Type	Amount
1	5--5.03 - Work Scope 03	PR 21 Roof Ladder	Other	\$ 0.00
<b>Subtotal:</b>				\$0.00
<b>Grand Total:</b>				<b>\$0.00</b>

The original (Contract Sum)	\$ 2,370,100.00
Net change by previously authorized Change Orders	\$ 97,964.78
The contract sum prior to this Change Order was	\$ 2,468,064.78
The contract sum would be changed by this Change Order in the amount of	\$ 0.00
The new contract sum including this Change Order will be	\$ 2,468,064.78
The contract time will not be changed by this Change Order by 0 days	

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

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

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

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

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE 40

# TNT CONSTRUCTION GROUP LLC

Grand Rapids, MN (218) 326 • 4184

## TNT Construction Group

40 County Road 63, Grand Rapids, Minnesota 55744 Phone: 218-326-1881 Fax: 218-326-9296

### Proposal/Change order

- Today's Date 5-17-23
- Proposal submitted to: ICS
- Project name: IRA Civic Center Bid Pack 2
- Project Location: Grand Rapids MN
- Description of work: RFP 22
- Date of drawings: N/A
- Addendums

#### Proposal Includes,

JRK Steel Supply		10,129.00
NIE		1,685.00
TNT O&P		1,181.00
TNT Materials		206.00
TNT Labor	4 @ 92	368.00
TNT Supervision	2 @ 125	250.00

We propose hereby to furnish equipment, material, and labor for the sum of:

Thirteen Thousand Eight Hundred Nineteen Dollars 00/100 (Bid Total:\$ 13,819.00 )

Signed and prepared by:

Project Manager/Estimator, Clay Witkowsky

[clay@tnt-cg.com](mailto:clay@tnt-cg.com)

218-398-2141 Mobile. 218-326-1881 Office. 218-326-9296 Fax.

Hammerlund Inc. UNION CONTRACTOR

40 County Road 63, Grand Rapids, MN 55744

Web site: <http://hammerlundconstruction.com>

Note: Proposal may be withdrawn if not accepted within \_\_\_\_\_ days.

Acceptance of proposal: Signed \_\_\_\_\_ Date: \_\_\_\_\_

# Proposal

JRK Steel Inc.



IRA - RFP 22 | May 17, 2023

JRKSteel.com

Overview	<b>Proposal overview</b> Project: IRA - RFP 22 Location: Grand Rapids, MN Valid until: 6/16/2023
Sections	<b>Sections included</b> --- 1 - Roof Ladder Galv
Items	<b>Items included and not included</b> Included: Galvanizing Included: Standard Delivery Included: Fasteners (JRK Work Only) Not Included: Installation Not Included: Field Measurement
Price	<b>Total price</b> Base Bid: \$9,293.26 Tax: add tax if applicable Total: \$9,293.26
Terms	<b>Terms &amp; Conditions</b> --- Price is valid for 30 days --- Change orders will not be delivered until approved to bill --- Payment to JRK STEEL INC is the responsibility of the customer & is NOT contingent upon payment from the owner. Payment is due for all materials (Including Joist & Deck) Within 30 days of delivery. --- This price is valid if Shop drawings are approved within 30 days of submittal --- Signed proposal is required if approved
Signature	<b>Sign and return if approved</b> <hr/>

brayden@jrksteel.com | 218-576-9809

5900 Main St, Duluth, MN 55807



2500 Glenwood Drive  
PO Box 308  
Grand Rapids, MN 55744  
218-326-8466 FAX 218-326-5045

May 17, 2023

Clay Witkofsky  
TNT Construction

RE: **RFP #22** IRA Civic Center

Clay,

This proposal is for the additional roof ladder required in RFP # 22.

Lump Sum adder: \$ 1,685.00

**Breakdown** of installation changes:

- Crane for hoisting of the ladder into place 2 hours
- Labor 8 hours

Comments: Please ensure the fabricator / supplier has included the supply of the anchors required

Regards,

Derek Bostyancic



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

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

## DRAFT

### Contract Change Order #007: CE #029 - FWO; (RFI 38): Q line gable end block needs some patching | CE #030 - FWO to demo the concrete slab and fence for the old refrigeration equipment

<b>CONTRACT COMPANY:</b>	TNT Construction Group, LLC 40 County Road 63 Grand Rapids, Minnesota 55744	<b>CONTRACT FOR:</b>	SC-S19041C-003:Work Scope 03 - General Construction - TNT
<b>DATE CREATED:</b>	5/16/2023	<b>CREATED BY:</b>	Sean Lewis (ICS - Park Rapids, MN)
<b>CONTRACT STATUS:</b>	Draft	<b>REVISION:</b>	0
<b>REQUEST RECEIVED FROM:</b>		<b>LOCATION</b>	
<b>DESIGNATED REVIEWER:</b>	Sean Lewis (ICS - Park Rapids, MN)	<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>	05/23/2023	<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>REFERENCE:</b>	Field Work Orders	<b>CHANGE REASON:</b>	Field Work Order
<b>PAID IN FULL:</b>	No	<b>EXECUTED:</b>	No
<b>ACCOUNTING METHOD:</b>	Amount Based	<b>SCHEDULE IMPACT:</b>	0 days
<b>FIELD CHANGE:</b>	No	<b>TOTAL AMOUNT:</b>	\$4,494.79

#### DESCRIPTION:

CE #029 - FWO: (RFI 38): Q line gable end block needs some patching

Proceed with a time and materials Field Work Order as described in RFI 38. Upload a signed FWO here upon completion of the work.

CE #030 - FWO to demo the concrete slab and fence for the old refrigeration equipment

TNT was authorized to proceed with a time and materials field work order. Please upload the signed FWO here.

#### ATTACHMENTS:

[5-10-23 grout top of wall 1528.04.pdf](#) [5-9-23 grout top of wall 1505.00.pdf](#) [RFQ 20.pdf](#)

#### CHANGE ORDER LINE ITEMS:

##### CCO #007

#	Cost Code	Description	Type	Amount
1	5--5.03 - Work Scope 03	FWO; (RFI 38): Q line gable end block needs some patching	Other	\$ 3,033.04
2	5--5.03 - Work Scope 03	FWO to demo the concrete slab and fence for the old refrigeration equipment	Other	\$ 1,461.75
Subtotal:				\$4,494.79
Grand Total:				\$4,494.79

The original (Contract Sum)	\$ 2,370,100.00
Net change by previously authorized Change Orders	\$ 84,935.78
The contract sum prior to this Change Order was	\$ 2,455,035.78
The contract sum would be changed by this Change Order in the amount of	\$ 4,494.79
The new contract sum including this Change Order will be	\$ 2,459,530.57
The contract time will not be changed by this Change Order by 0 days	





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

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

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

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

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE
							45





40 County Road 63 • Grand Rapids, MN 55744

TO: *ICS*

# SERVICE ORDER

№ 16156

PHONE 213-244-4184	DATE OF ORDER
ORDER TAKEN BY Clay W	CUSTOMER ORDER NUMBER
<input type="checkbox"/> DAY WORK	<input type="checkbox"/> CONTRACT
	<input checked="" type="checkbox"/> EXTRA
JOB NAME/NUMBER TRA outside 22157	
JOB LOCATION South Gable END	
JOB PHONE 213-244-7234	STARTING DATE 5-10-23

# THANK YOU!





CONSTRUCTION  
GROUP LLC



40 County Road 63 • Grand Rapids, MN 55744

TO: ICS

**TERMS:**

## SERVICE ORDER

**EQUAL OPPORTUNITY EMPLOYER**

№ 16032

PHONE 218-246-4184	DATE OF ORDER 5-9-23
ORDER TAKEN BY Clay W	CUSTOMER ORDER NUMBER
<input type="checkbox"/> DAY WORK	<input type="checkbox"/> CONTRACT
	<input checked="" type="checkbox"/> EXTRA
JOB NAME/NUMBER IRA Civic Center	
JOB LOCATION Grand Rapids	
JOB PHONE 218-246-7234	STARTING DATE 5-9-23

[illegible]



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

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

**DRAFT****Contract Change Order #003: CE #022 - PR 17: (RFI 27) (Existing Conditions in Ceiling) Beam pockets and beams**

<b>CONTRACT COMPANY:</b>	<b>Rapids Plumbing and Heating</b> 25767 US Hwy 2 Grand Rapids, Minnesota 55744	<b>CONTRACT FOR:</b>	SC-S19041C-007:WS 07 - Mechanical - Rapids P & H
<b>DATE CREATED:</b>	5/16/2023	<b>CREATED BY:</b>	Sean Lewis (ICS - Park Rapids, MN)
<b>CONTRACT STATUS:</b>	Draft	<b>REVISION:</b>	0
<b>REQUEST RECEIVED FROM:</b>		<b>LOCATION</b>	
<b>DESIGNATED REVIEWER:</b>	Sean Lewis (ICS - Park Rapids, MN)	<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>	05/23/2023	<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>REFERENCE:</b>	PR 17	<b>CHANGE REASON:</b>	Existing Condition
<b>PAID IN FULL:</b>	No	<b>EXECUTED:</b>	No
<b>ACCOUNTING METHOD:</b>	Amount Based	<b>SCHEDULE IMPACT:</b>	0 days
<b>FIELD CHANGE:</b>	No	<b>TOTAL AMOUNT:</b>	\$16,593.00

**DESCRIPTION:**  
CE #022 - PR 17: (RFI 27) (Existing Conditions in Ceiling) Beam pockets and beams  
See the attached PR 17. Provide a Quote with detailed cost breakdown.

**ATTACHMENTS:**  
[RapidsPH-PR17-Quote.pdf](#) [17073.30 - RFP 17 Existing Beams and Pockets.pdf](#)

**CHANGE ORDER LINE ITEMS:****CCO #003**

#	Cost Code	Description	Type	Amount
1	5--5.07 - Work Scope 07		Other	\$ 16,593.00
<b>Subtotal:</b>				\$16,593.00
<b>Grand Total:</b>				<b>\$16,593.00</b>

The original (Contract Sum)	\$ 836,440.00
Net change by previously authorized Change Orders	\$ 106,581.96
The contract sum prior to this Change Order was	\$ 943,021.96
The contract sum would be changed by this Change Order in the amount of	\$ 16,593.00
The new contract sum including this Change Order will be	\$ 959,614.96
The contract time will not be changed by this Change Order by 0 days	



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

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

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

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

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE
							50



# Proposal

## Rapids Plumbing & Heating Inc.

*Your Design Build Partner*

**Date:** May 3, 2023

**To:** CMTA

**Rapids Plumbing & Heating is pleased to provide a quote for the following project:**  
**IRA Civic Center-Grand Rapids**  
**RFP-17**

Re-route Rain Leader

INCLUDED:

- \* 1-5" Roof Drain    \* 5" No-Hub Pipe
- \* 5" Heavy Duty Bands    \* 5" 45 degree elbows
- \* 5" Wye    \* 5" Blind Plug
- \* 5" Downspout Nozzel    \* 8" Clevis Hangers
- \* 5" Riser Clamps    \* Misc. (Strut, Threaded Rod, Nuts, Washers Etc.)
- \* Pipe Insulation    \* Testing

NOTE: Mechanical Engineer required to submit for review to the State of Minnesota for approval before any work is done.  
 (This is not included in below quote).

\$ 10,638.00	Material
891.00	Tax 8.375% (State, City of Grand Rapids & Itasca County)
1,064.00	10% OH & Profit
4,000.00	Labor 32 Hrs@ \$125.00/hr

**PRICE:                      \$ 16,593.00 TOTAL**

\_\_\_\_\_  
 Joel S. Zimmer, President

This quote may be withdrawn if not accepted within 30 days

25767 U.S. Hwy. 2, Grand Rapids, MN 55744 (218) 326-0073 Fax 326-0835

**MAVO****SYSTEMS***Environmental/Specialty Contracting Services***PROPOSAL**DATE: **May 18, 2023**

PROPOSAL SUBMITTED TO:	ICS	DESCRIPTION OF WORK:	Asbestos wall paint
ADDRESS:			
CITY, STATE, ZIP:		SITE LOCATION:	IRA Civic Center
ATTENTION:	Sean Lewis	ADDRESS:	1401 NW 3rd Avenue
PHONE NO:	218.766.5779	CITY, STATE, ZIP:	Grand Rapids, MN

Mavo Systems, Inc. proposes the following scope of work including labor, materials, equipment, OSHA air sampling, disposal and insurance to perform the following scope of work:

**Scope of Work:**

Provide services to remove asbestos containing wall paint from mechanical room wall. Work will be performed using full enclosure removal methods. All work will be completed in compliance of all federal, state and local regulations governing asbestos abatement.

**Lump Sum Price:****\$3,680.00****Notes:**

Add \$1150 for 3rd party clearance testing if not provided by owner.

**Terms of Payment: Net 30 days****Payment(s) to be made as follows:**

In the event payment(s) are not made as outlined herein, the undersigned agrees to pay all costs of collection and attorney's fees incurred by Mavo Systems, Inc. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All material is guaranteed to be specified. The Work will be performed with due professional care, in a workmanlike, professional, timely and diligent manner and in accordance with standards of care, skill and diligence consistent with recognized and sound industry practices, procedures and techniques. This warranty excludes all implied warranties. All agreements contingent upon strikes, accidents or delays beyond our control.

Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation. Owner agrees to supply Mavo Systems, Inc. with 110 volt power and potable water to complete the cleaning process. Mavo Systems adheres to all state tax laws. If applicable, sales tax will be added/charged.

Authorized Signature

*John Kraskey*

Note: This proposal may be withdrawn by us if not accepted within 60 days

John Kraskey - Project Mgr

**Acceptance of Proposal:**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Signature required prior to work performance

Date of Acceptance:

Signature

MAVO SYSTEMS, INC.

OFFICE NO.: (218) 626-1586

2385 Becks Road

FAX NO.: (218) 626-1384

Duluth, MN 55810

EMAIL ADDRESS: JKASKEY@MAVO.COM





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 22, 2023

**AGENDA ITEM:** Consider adopting a resolution approving a Maintenance and Operations grant agreement with the State of Minnesota for the GPZ Airport

**PREPARED BY:** Matt Wegwerth

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**BACKGROUND:**

The Grand Rapids – Itasca County Airport (GPZ) has a maintenance and operations grant with the State that is set to expire on June 30, 2023. The attached agreement covers State Fiscal years 2024 and 2025.

**REQUESTED COUNCIL ACTION:**

Make a motion adopting a resolution approving a Maintenance and Operations grant agreement with the State of Minnesota for the GPZ Airport

**STATE OF MINNESOTA  
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT**

**State Project Number (S.P.):** A3101-MO24

**State Project Number (S.P.):** A3101-MO25

This contract is between the State of Minnesota, acting through its Commissioner of Transportation (“State”) and Grand Rapids-Itasca County Airport Commission acting through its Grand Rapids City Council as Fiscal Agent for the Itasca County/Grand Rapids Airport (“Recipient”).

## **RECITALS**

---

1. Minnesota Statutes §§360.015 and 360.305 authorize State to provide financial assistance to airports for maintenance and operation activities.
2. Recipient owns, operates, or controls an airport (“Airport”) in the state system, and Recipient desires financial assistance from the State for maintenance and operation activities for State Fiscal Year 2024 and State Fiscal Year 2025.
3. Recipient represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

## **CONTRACT TERMS**

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### **1. Term of Contract and Survival of Terms**

- 1.1. **Effective Date:** This contract will be effective on July 1, 2023, or the date State obtains all required signatures under Minnesota Statutes §16B.98, subdivision 5, whichever is later. As required by Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Recipient until this contract is fully executed.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2025.
- 1.3. **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this contract, including, but not limited to, the following clauses: 9. Indemnification; 10. State Audits; 11. Government Data Practices; 13. Governing Law, Jurisdiction and Venue; and 14. Data Disclosure.

### **2. Recipient’s Duties**

- 2.1. Recipient will operate and maintain the Airport in a safe, serviceable manner for aeronautical purposes only for the use and benefit of the public.
- 2.2. The Recipient will keep the runway and the area around the lights mowed at the Airport. The grass must be mowed at least 7 feet beyond the lights, and the grass must not exceed 6 inches in height on the landing area. The areas around any navigational aids will be mowed and plowed to keep the area clear for access by a vehicle.
- 2.3. If the Airport remains operational during the winter months, the Recipient will keep at least one runway, associated taxiway, and apron area cleared of snow and ice to the same priority as arterial roads. Snow banks must be limited in height so that aircraft wings, engines, and propellers will clear them. Landing strip markers and/or lights must remain visible.

- 2.4. If the State contracts for the periodic paint striping of the Airport's runways and taxiways during the term of this Contract, the Recipient will cooperate with the marking operation. The Recipient must coordinate seal coat pavement maintenance projects with the State to maximize the pavement marking life.
- 2.5. The Recipient will allow a representative of the State's Office of Aeronautics access to any area of the Airport necessary for the purpose of periodic inspections.
- 2.6. The Recipient will promptly pay all utility bills, including those required for navigational aids.

### 3. Recipient's Assurances

- 3.1. In accordance with Minnesota Statutes § 360.305, subdivision 4, Recipient assures the State that Recipient will operate and maintain the Airport in a safe, serviceable manner for public aeronautical purposes only for a period of one year from the date the Recipient receives final reimbursement under this contract.
- 3.2. Recipient represents and warrants that Recipient has established a zoning authority for the Airport, and such authority has completed, or is in the process of and will complete, with due diligence, an airport zoning ordinance in accordance with Minnesota Statutes §§ 360.061 to 360.074.
- 3.3. Recipient will comply with all required grants management policies and procedures set forth through Minnesota Statutes §16B.97, Subd. 4 (a) (1).

### 4. Third-Party Contracting

- 4.1. Recipient will comply with all applicable local, state, or federal laws, regulations, policies and procedures in the procurement of goods and services funded in whole or in part under this Contract.

### 5. Consideration and Payment

- 5.1. **Consideration.** State will pay for all eligible telecommunication, maintenance, and operation costs incurred by Recipient under this Contract as follows:
  - 5.1.1. **Basis.** Recipient will be reimbursed for 100% of telecommunication costs associated with the operation of state-owned navigational aids. Recipient will be paid for 75% of all other eligible maintenance and operation costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State's Authorized Representative.
  - 5.1.2. **Telecommunication Amount.** State has currently obligated \$0.00 in each State fiscal year to reimburse eligible telecommunication costs at 100%.
  - 5.1.3. **Maintenance and Operation Amount.** State has currently obligated \$66,231.00 in each State fiscal year to reimburse other eligible costs at 75%.
  - 5.1.4. **Total Obligation.** The total obligation of State for all compensation and reimbursements to Recipient under this contract will not exceed \$132,462.00 (State fiscal years 2024 and 2025).
- 5.2. **Payment.**
  - 5.2.1. **Invoices.** The Recipient must submit a reimbursement request of its eligible costs to the Director of the Office of Aeronautics on a quarterly basis or as directed by State's Authorized Representative. The State's Office of Aeronautics will supply the reimbursement request forms which Recipient must submit. Reimbursement requests must be submitted according to the following schedule:
    - On or after October 1, **and no later than November 15**, for the period July 1 through September 30.
    - On or after January 1, **and no later than February 15**, for the period October 1 through December 31.
    - On or after April 1, **and no later than May 15**, for the period January 1 through March 31.
    - On or after July 1, **and no later than August 15**, for the period April 1 through June 30.The State may reject costs that the State determines are not eligible maintenance and operations expenses.
  - 5.2.2. **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

- 5.2.3. **State's Payment Requirements.** State will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Recipient's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Recipient within ten days of discovering the error. After State receives the corrected invoice, State will pay Recipient within 30 days of receipt of such invoice.
- 5.2.4. **Grant Monitoring Visit and Financial Reconciliation.** If State's total obligation is greater than \$50,000 in section 5.1.4, above, during the period of performance the State will make at least one monitoring visit and conduct annual financial reconciliations of Recipient's expenditures. The State's Authorized Representative will notify Recipient's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Recipient staff members should be present. Recipient will be provided notice prior to any monitoring visit or financial reconciliation. Following a monitoring visit or financial reconciliation, Recipient will take timely and appropriate action on all deficiencies identified by State. At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Recipient.
- 5.2.5. **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

## 6. Conditions of Payment

- 6.1. All services provided by Recipient under this contract must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including business registration requirements of the Office of the Secretary of State. Recipient will not receive payment for work found by State to be unsatisfactory or performed in violation of federal, state or local law. In addition to the foregoing, Recipient will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

## 7. Authorized Representatives

- 7.1. **State's Authorized Representative.** State's Authorized Representative will be:

Name/Title: Jenny Bahneman, Grants Specialist Coordinator

Address: Office of Aeronautics,  
395 John Ireland Boulevard, Mail Stop 410  
Saint Paul, Minnesota 55155

E-Mail: jenny.bahneman@state.mn.us

State's Authorized Representative or his /her successor, will monitor Recipient's performance and has the authority to accept or reject the services provided under this contract. If the Recipient's duties are performed in a satisfactory manner, the State's Authorized Representative will accept each reimbursement request submitted for payment.

- 7.2. **Recipient's Authorized Representative.** Recipient's Authorized Representative will be:

Name/Title: Matt Wegwerth, City Engineer

Address: 420 North Pokegama Avenue, Grand Rapids, MN 55744

Telephone: (218) 326-7625

E-Mail: mwegwerth@ci.grand-rapids.mn.us

If Recipient's Authorized Representative changes at any time during this contract, Recipient must immediately notify State.

## 8. Assignment, Amendments, Waiver and Contract Complete

- 8.1. **Assignment.** Recipient may neither assign nor transfer any rights or obligations under this contract without the prior consent of State and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 8.2. **Amendments.** An amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 8.3. **Waiver.** If State fails to enforce any provision of this contract that failure does not waive the provision or State's right to subsequently enforce it.
- 8.4. **Contract Complete.** This contract contains all prior negotiations and agreements between State and Recipient. No other prior understanding regarding this contract, whether written or oral, may be used to bind either party.
- 8.5. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.6. **Certification.** By signing this Agreement, the Recipient certifies that it is not suspended or debarred from receiving federal or state awards.

## 9. Indemnification

- 9.1. In the performance of this contract by Recipient, or Recipient's agents or employees, and to the extent permitted by law, Recipient must indemnify, save and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by Recipient's: 1) intentional, willful or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies Recipient may have for State's failure to fulfill its obligation pursuant to this contract.

## 10. State Audits

- 10.1. Under Minnesota Statutes § 16B.98, Subd.8, the Recipient's books, records, documents, and accounting procedures and practices of Recipient, or other party relevant to this grant contract or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract or receipt and approval of all final reports, whichever is later. Recipient will take timely and appropriate action on all deficiencies identified by an audit.

## 11. Government Data Practices

- 11.1. Recipient and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Recipient under this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Recipient or State. If Recipient receives a request to release the data referred to in this Clause, Recipient must immediately notify State and consult with State as to how Recipient should respond to the request. Recipient's response to the request must comply with applicable law.

## 12. Workers' Compensation

- 12.1. Recipient certifies that it is in compliance with Minnesota Statutes §176.181, subdivision 2, pertaining to workers' compensation insurance coverage. Recipient's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## 13. Governing Law, Jurisdiction and Venue

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

#### 14. Data Disclosure

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

#### 15. Termination and Suspension

- 15.1. **Termination by the State.** The State may terminate this contract with or without cause, upon 30 days written notice to the Recipient. Upon termination, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 15.2. **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this contract, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Recipient has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 15.3. **Termination for Insufficient Funding.** The State may immediately terminate this contract if: It does not obtain funding from the Minnesota Legislature; or If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Recipient. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Recipient notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 15.4. **Suspension.** The State may immediately suspend this contract in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Recipient during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

#### 16. Discrimination Prohibited by Minnesota Statutes §181.59

- 16.1. Recipient will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

#### 17. Limitation.

- 17.1. Under this contract, the State is only responsible for disbursing funds. Nothing in this contract will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Recipient, however, the Recipient will remain responsible for providing direction to its contractors and consultants and for

administering its contracts with such entities. The Recipient's consultants and contractors are not intended to be third party beneficiaries of this contract.

**STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.\*

Signed: \_\_\_\_\_

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

SWIFT Contract (SC) ID No. \_\_\_\_\_

Purchase Order (PO) ID No. \_\_\_\_\_

\*PO staged and to be encumbered with future State fiscal year funds.

**RECIPIENT**

Recipient certifies that the appropriate person(s) have executed Contracts on behalf of Recipient as required by applicable articles, bylaws or resolutions.

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

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

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

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

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

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

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
(with delegated authority)

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

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

**MnDOT CONTRACT MANAGEMENT**

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

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

**RESOLUTION**

**AUTHORIZATION TO EXECUTE  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT**

It is resolved by the **Grand Rapids City Council as Fiscal Agent for the Grand Rapids/Itasca County Airport** as follows:

1. That the state of Minnesota Contract Number **1053352**,  
 "Airport Maintenance and Operation Grant Contract," at the  
**Grand Rapids/Itasca County Airport** is accepted.
2. That the \_\_\_\_\_ and \_\_\_\_\_ are  
 (Mayor, Chairperson, President, etc.) (Clerk, Auditor, Secretary, etc.)  
 authorized to execute this Contract and any amendments on behalf of the  
**Grand Rapids City Council as Fiscal Agent for the Grand Rapids/Itasca County Airport.**

**CERTIFICATION**

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

\_\_\_\_\_  
 (Name of the Recipient)

at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

as shown by the minutes of the meeting in my possession.

Signature: \_\_\_\_\_  
 (Clerk or Equivalent)

CORPORATE SEAL

/OR/

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 22, 2023

**AGENDA ITEM:** Consider adopting a resolution accepting \$500,00 grant from MN Department of Iron Range and Rehabilitation of the Civic Center Renovation Project.

**PREPARED BY:** Kimberly Gibeau

---

### BACKGROUND:

The City has received a grant from MN Department of IRRR for the Civic Center renovation in the amount of \$500,000. We are required to accept the grant by adoption of a resolution. The resolution is attached for your review.

### REQUESTED COUNCIL ACTION:

Make a motion to adopt the resolution accepting IRRR Grant in the amount of \$500,000 for the Civic Center renovation project.

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

RESOLUTION NO. 23-

A RESOLUTION ACCEPTING A \$500,000.00 GRANT FROM THE MINNESOTA DEPARTMENT OF IRON RANGE RESOURCES AND REHABILITATION BOARD (IRRR) COMMUNITY INFRASTRUCTURE GRANT PROGRAM FOR IRA CIVIC CENTER RENOVATION

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

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

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the \$500,000.00 Community Infrastructure grant award from the IRRR for the renovation of the IRA Civic Center.

Adopted this 22nd day of May 2023.

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

Attest:

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

Councilmember \_\_\_\_\_ seconded the foregoing resolution and the following voted in favor thereof: \_\_\_\_\_; and the following voted against same: \_\_\_\_\_, whereby the resolution was declared duly passed and adopted.



## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 22, 2023

**AGENDA ITEM:** Consider establishing 2023 goals for City Administrator Tom Pagel

**PREPARED BY:** Kimberly Gibeau

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### BACKGROUND:

The City Council has conducted the annual performance review of the City Administrator and sets goals for the coming year. Goals are attached for consideration.

### REQUESTED COUNCIL ACTION:

Make a motion to establish 2023 goals for City Administrator Tom Pagel.



CITY OF  
**GRAND RAPIDS**  
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ADMINISTRATION DEPARTMENT

420 NORTH POKEGAMA AVENUE, GRAND RAPIDS, MINNESOTA 55744-2662

## 2023 GOALS

Date: February 28, 2023

To: Tom Pagel, City Administrator

From: Chad Sterle, City Attorney

Re: Establishment of 2023 Goals

In accordance with your employment agreement, you are directed by the City Council to work on up to three goals per year. This correspondence will summarize the three goals that the City Council has established for you to focus on in 2023.

They are as follows:

1. **Housing** - Assist staff and community partners in developing housing, including the redevelopment of the former WWTP site into around 90 units of single-family housing. This is the same goal as in 2022. Its importance to the City remains paramount thus, it is to be a focus yet again in 2023.
2. **IRA Civic Center** – Secure IRRRB grant, along with securing Naming Rights Agreement. In addition, educate the public on the benefit of a local sales tax and assist in its implementation now that to referendum passed in November of 2022. Oversee the remodeling of the IRA Civic Center.
3. **Central School/CBD**- Using the appraisal, community survey and the Downtown Master Plan, work toward a long-range plan to minimize the building's effect upon the City's budget. There appears to be dual tracks contemplated to achieve this goal. Additionally, focus on pedestrian safety in the Central Business District.

The City Council will address your progress in addressing these three goals in 2024. If you have any questions or require any clarification, please let me know.

Sincerely,

Chad Sterle, City Attorney

\_\_\_\_\_  
Thomas Pagel, City Administrator

Dated \_\_\_\_\_



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 19, 2023

**AGENDA ITEM:** Consider authorizing the Mayor to sign a contract from Building Restoration Corporation for the Library Façade Repair Project.

**PREPARED BY:** Jon Peterson

---

### BACKGROUND:

On April 24, 2023, City Council approved accepting the base and alternate bid of \$367,974.00 and enter into an agreement with Building Restoration Corporation for the exterior façade repair at the library.

### REQUESTED COUNCIL ACTION:

Make a motion to authorize the Mayor to sign the contract from Building Restoration Corporation for the Library Façade Repair Project.

## AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Grand Rapids** (“Owner”) and **Building Restoration Corporation**. (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

### ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Exterior masonry repairs, window and skylight repairs, sealant replacement, and miscellaneous maintenance improvements.

### ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Grand Rapids Library Facade Repair Project**.

### ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Encompass, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by the Engineer.

### ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially complete on or before November 15, 2023, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before November 30, 2023.
- 4.05 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner \$[250] for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete. Days occurring between November 30, 2023 and March 15, 2024 shall not accrue liquidated damages due to unfavorable conditions expected during that time of the year.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### 4.06 *Special Damages*

- A. *NOT INCLUDED.*

### ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
  - A. For all Work, a lump sum of \$364,974.00 (three hundred sixty four thousand nine hundred seventy four dollars and zero cents).

### ARTICLE 6—PAYMENT PROCEDURES

#### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

#### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **5th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, in accordance with the Contract.
    - a. **95%** percent of the value of the Work completed (with the balance being retainage).
    - b. **95%** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of

Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

**6.03 Final Payment**

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

**6.04 Consent of Surety**

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

**6.05 Interest**

- A. All amounts not paid when due will bear interest at the rate of 3.0 percent per annum.

**ARTICLE 7—CONTRACT DOCUMENTS**

**7.01 Contents**

- A. The Contract Documents consist of all of the following:
  - 1. This Agreement.
  - 2. General Conditions as listed in the Project Manual.
  - 3. Specifications (not attached but incorporated by reference) titled "PROJECT MANUAL FOR GRAND RAPIDS LIBRARY FAÇADE REPAIR PROJECT", dated February 8, 2023, prepared by Encompass, Inc.
  - 4. Drawings (not attached but incorporated by reference) consisting of 6 sheets with each sheet bearing the following general title "2023 FACADE REPAIR PROJECT", dated February 8, 2023, prepared by Encompass, Inc.
  - 6. Addenda (not attached but incorporated by reference): Addendum No. 1 dated March 6, 2023, prepared by Encompass, Inc.
  - 8. Exhibits to this Agreement (enumerated as follows):
    - a. Building Restoration Corporation Bid Form dated March 10, 2023.
  - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
    - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.



- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  7. Based on the contract documents and observations, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

### **8.02 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [ ] (which is the Effective Date of the Contract).

Owner:

\_\_\_\_\_  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Attest: \_\_\_\_\_  
(individual's signature)

Title: \_\_\_\_\_  
(typed or printed)

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

Building Restoration Corporation  
(typed or printed name of organization)

By: Dale Zoenb  
(individual's signature)

Date: 5-17-23  
(date signed)

Name: Dale Zoenb  
(typed or printed)

Title: president  
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature]  
(individual's signature)

Title: Senior Project Manager  
(typed or printed)

Address for giving notices:

1920 Oakcrest Ave, Suite 1  
Roseville, MN 55113

Designated Representative:

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_  
(where applicable)

State: \_\_\_\_\_

**SECTION 00 41 00  
BID FORM**

**THE PROJECT AND THE PARTIES**

**1.01 TO:**

- A. City of Grand Rapids (Owner)  
140 NE 2nd Street  
Grand Rapids, Minnesota 55744

**1.02 FOR:**

- A. Project: Grand Rapids Library Facade Repair Project  
B. Engineer's Project Number: 22-8040-001  
140 NE 2nd Street  
Grand Rapids, Minnesota 55744

**1.03 DATE:** 3/10/2023 **(BIDDER TO ENTER DATE)**

**1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)**

- A. Bidder's Full Name Building Restoration Corporation  
1. Address 1920 Oakcrest Ave, Suite 1  
2. City, State, Zip Roseville, MN 55113

**1.05 OFFER**

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by the Engineer for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Price below:

- B. We provide the following prices for the Work Items as itemized below:

C.

1. REPLACE BUILDING SEALANT:  
Fifty Two Thousand dollars  
(\$ 52,000 ), in lawful money of the United States of America.
2. REPAIR FLASHING AT BAY WINDOWS:  
Seven Thousand and Fifty dollars  
(\$ 7,050 ), in lawful money of the United States of America.
3. REPAIR CAPSTONES:  
Fifty Four Thousand Six Hundred and Fifty dollars  
(\$ 54,650 ), in lawful money of the United States of America.
4. RESET OPERABLE WINDOW UNITS:  
Five Thousand Two Hundred and Seventy dollars  
(\$ 5,270 ), in lawful money of the United States of America.
5. CLEAN MASONRY AND APPLY REPELLENT:  
Twenty One Thousand Two Hundred and Fifty dollars  
(\$ 21,250 ), in lawful money of the United States of America.
6. REPLACE SEALANTS AND GASKETS AT SKYLIGHTS:  
Thirty Eight Thousand Four Hundred dollars  
(\$ 38,400 ), in lawful money of the United States of America.
7. SPOT BRICK REPLACEMENT:  
Two Thousand Eight Hundred and Fifty dollars  
(\$ 2,850 ), in lawful money of the United States of America.

8. SPOT TUCKPOINTING:  
Thirty Seven Thousand Eight Hundred dollars  
 (\$ 37,800 ), in lawful money of the United States of America.
9. PAINT LINTELS:  
Eight Thousand Seven Hundred and Fifty dollars  
 (\$ 8,750 ), in lawful money of the United States of America.
10. PAINT SERVICE GATES:  
Three Thousand Five Hundred and Eighty Eight dollars  
 (\$ 3,588 ), in lawful money of the United States of America.
11. MISCELLANEOUS LABOR:  
Four Thousand Six Hundred dollars  
 (\$ 4,600 ), in lawful money of the United States of America.
12. RIGGING:  
Thirty Three Thousand Seven Hundred and Twenty dollars  
 (\$ 33,720 ), in lawful money of the United States of America.
13. MOBILIZATION/DEMOBILIZATION:  
Twenty Two Thousand Five Hundred and Ninety Six dollars  
 (\$ 22,596 ), in lawful money of the United States of America.
14. The price for all base bid work shall be:  
**BASE BID TOTAL:**  
Two Hundred Ninety Two Thousand Five Hundred and Twenty Four dollars  
 (\$ 292,524 ), in lawful money of the United States of America.

D. ALTERNATE BID ITEMS. The following is the add/deduct pricing for the following alternate bid items, to be accepted or rejected by the owner:

1. ALTERNATE #1: INSTALL THROUGH WALL FLASHING ABOVE SKYLIGHTS:  
Seventy Two Thousand Four Hundred and Fifty dollars **ACCEPTED**  
 (\$ 72,450 - ADD ), in lawful money of the United States of America.

**TOTAL: \$364,974.00**

E. We have provided the cost of the required performance assurance bonds below as required by the Instructions to Bidders. The cost shall not be included in the base bid total.

1. The cost of the required performance assurance bonds is Three Thousand dollars  
 (\$ 3,000 ), in lawful money of the United States of America.

F. All applicable federal taxes are included and State of Minnesota taxes are included in the Bid Sum.

#### 1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
  2. Furnish the required bonds within seven days of receipt of Notice of Award.
  3. Commence work within seven days after written Notice to Proceed of this bid.

**1.07 CONTRACT TIME**

- A. If this Bid is accepted, we will:
- B. Complete the Work by SEPTMEBER 31, 2023.

**1.08 UNIT PRICES**

- A. The following are Unit Prices for specific scope items of the Work as listed. The following is the list of Unit Prices:
- B. ITEM DESCRIPTION - UNIT - UNIT PRICE
- C. Remove and replace joint sealant - Linear Feet - \$ 14.00
- D. Spot Brick Replacement - Each - \$ 42.00
- E. Tuckpointing - Square Feet - \$ 21.00

**1.09 BID FORM SUPPLEMENTS None**

- A. The following information is included with Bid submission:
  - 1. Subcontractors:

**1.10 BID FORM SIGNATURE(S)**

- A. The Corporate Seal of
- B. Building Restoration Corporation
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E. *Dale Zoerb*
- F. (Authorized signing officer, Title)
- G. (Seal)
- H. Dale Zoerb - It's President
- I. (Authorized signing officer, Title)

**END OF SECTION**



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 22, 2023

**AGENDA ITEM:** Consider purchasing a TYMCO 500X Street Sweeper from Environmental Equipment and Services, Inc.

**PREPARED BY:** Matt Wegwerth

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**BACKGROUND:**

The Public Works Department utilizes a street sweeper to keep our roadways clean of dirt and debris, as required by our MS4 Stormwater Permit. The current sweeper was purchased in 2018 and needs to be replaced. The attached quote is the same model/type that we currently have, which has worked well for Public Works.

The new equipment will be funded by the Stormwater Utility Fund, which has been saving monies on an annual basis for this specific purchase. The sweeper fund will have \$250,000 in it in 2024, and the remaining balance of \$21,235.00 will be covered by fund balance within the SWU.

Currently, it is a 12–15-month lead time for the equipment. The city will likely take delivery in 2024. Environmental Equipment and Services, Inc. is the authorized TYMCO dealer in northern Minnesota and pricing is through the State contract S-843(5), #190617. No other quotes were obtained due to utilizing the State contract pricing.

**REQUESTED COUNCIL ACTION:**

Make a motion to purchase and make payment to Environmental Equipment and Services, Inc for a TYMCO 500X Street Sweeper in the amount of \$271,235.00, utilizing State contract S-843(5) #190617, which also includes a \$100,000 trade-in of our current machine.





27365 Zachary Avenue • Elko, MN 55020  
Office: 952-461-3650 www.environmentalequipment.com

May 12, 2023

Kevin Koetz  
City of Grand Rapids  
500 4<sup>th</sup> St. SE  
Grand Rapids, Minnesota 55744

Dear Kevin,

Thank you for the opportunity to quote a new TYMCO 500X mounted on an International Chassis. The Minnesota State contract number is S-843(5), #190617.

Base Price:	\$342,725.00
Air Horn	\$550.00
Electric Heated West Coast Mirrors	Standard
Parabolic Mirrors 12" Each	Standard
2 Cameras, Color Monitor	\$2,650.00
Cloth High Back Air Ride Seats	Standard
AM / FM / Aux Input	Standard
Abrasion Protection Package	Standard
Air Purge	\$400.00
Automatic Sweep Interrupt (ASI)	\$1,950.00
Auxiliary Hand Hose	\$4,250.00
Auxiliary Hand Hose Extension	\$595.00
Auxiliary Hydraulic System	\$1,700.00
Gutter Broom Tilt Adjuster (Left & Right)	\$3,200.00
Reverse Pick-Up Head System	\$650.00
Hose Reel – 50' Hose	\$1,700.00
Gutter Broom Override	\$1,400.00
Hydraulic Curtain Lifter System	\$1,600.00
Hopper Vibrator (Electric)	Standard
Air Dryer Brakes	Standard
LED Light Bar	\$1,450.00
Amber Strobe Light LED	\$450.00
Arrow Board LED	\$1,450.00
Hopper Deluge System	\$1,450.00
High Output Water System	\$865.00
A.O.D. Water Pump w/ Wash Down Hose & Gun	\$2,200.00
Base Price Includes Factory Training for 4 People in Waco, TX	<u>Standard</u>
	= \$371,235.00
	<u>Less Trade-In of TYMCO 500X</u> - \$100,000.00
	Price: \$271,235.00

**The City of Grand Rapids is responsible for 6.5% MN motor vehicle sales tax, titling, & registration fees.**

Sincerely,

  
Alan D. Walford  
Vice President, Environmental Equipment & Services, Inc.





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 22, 2023

**AGENDA ITEM:** Consider appointing member to Pokegama Golf Course Board

**PREPARED BY:** Kimberly Gibeau

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### BACKGROUND:

The Pokegama Golf Course Board has one vacancy and we received two applications. Councilor Adams has made contact with both applicants and is recommending the appointment of Tom Lagergren for appointment with a term expiration of March 1, 2026. Applications are attached for your information.

### REQUESTED COUNCIL ACTION:

Make a motion to appoint Tom Lagergren to the Pokegama Golf Course Board, term to expire March 1, 2026.



## APPLICATION FOR CITY BOARDS AND COMMISSIONS

Return to:  
City Administration Office  
420 N. Pokegama Avenue  
Grand Rapids, MN 55744  
218-326-7600

### Personal Information:

Name: <b>THOMAS LAGERGREN</b>	Date: <b>4/24/2023</b>
Address: <span style="background-color: black; color: black;">[REDACTED]</span>	Day Phone: <span style="background-color: black; color: black;">[REDACTED]</span>
Employer: <span style="background-color: black; color: black;">[REDACTED]</span>	Evening Phone: <span style="background-color: black; color: black;">[REDACTED]</span>
Occupation: <b>RETIRED</b>	E-Mail: <b>COMLAGER60@GMAIL.COM</b>

Please rank in order the Boards/Commissions on which you would like to serve (leave blank any on which you do not wish to serve):

<input type="checkbox"/> Arts & Culture Commission <input type="checkbox"/> Economic Development Authority <input checked="" type="checkbox"/> Golf Course Board <input type="checkbox"/> Human Rights Commission <input type="checkbox"/> Library Board	<input type="checkbox"/> Parks, Recreation & Civic Center Board <input type="checkbox"/> Planning Commission <input type="checkbox"/> Police Community Advisory Board <input type="checkbox"/> Public Utilities Commission
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Do you have special qualifications that you feel would help you be particularly effective on a City Board or Commission? (i.e. work experience, volunteer experience, education, hobbies, etc?) **PREVIOUSLY ON THE GOLF BOARD, PAST MIDDLE SCHOOL GOLF COACH, VOLUNTEER FOR JUNIOR GOLF**

How did you become interested in serving on a Board or Commission?  
**BOB CAHILL ASKED ME. DIDN'T KNOW THERE WAS AN OPENING.**

Are you related to any City employee or elected official? YES ☐ NO ☒

If yes, to whom and how are you related? \_\_\_\_\_

Are you a Resident ☒ or Non-Resident ☐ ?

Do you own property or own a business within the Grand Rapids city limits?

YES ☒ NO ☐ If yes, please explain: HOME

**Data Authorization:**

If appointed, I, THOMAS LAGERGREN, authorize the City of Grand Rapids to release the following private data upon request made to the City (check all that apply).

Home Phone # \_\_\_\_\_

Work Phone# \_\_\_\_\_

Cell Phone # 218-256-3735

I also authorize the City of Grand Rapids to release such authorized private data referenced above to members of the general public, City staff, Mayor and City Council members upon request for such data. The person(s) receiving such private data must use it only for lawful purposes.

This authorization shall be modified or cancelled only upon written notice to the City Clerk, City of Grand Rapids.

I agree to inform the City Clerk's office of any change indicated above.

I agree to relinquish and waive all claims that may arise against the City, its agents or employees for releasing any and all authorized data referenced above relating to this agreement.

I recognize and agree that I will be issued a City of Grand Rapids official email and will utilize it for official business of Boards & Commissions only.

Date 4/24/2023

Signature Thomas Lagergren



## APPLICATION FOR CITY BOARDS AND COMMISSIONS

Return to:  
City Administration Office  
420 N. Pokegama Avenue  
Grand Rapids, MN 55744  
218-326-7600

### Personal Information:

Name: Pat Schwartz	Date: April 18, 2023
[REDACTED]	Day Phone: [REDACTED]
Employer: Hat Trick Partners / Edina, MN	Evening Phone: 612-850-5774
Occupation: Athlete Consultant	E-Mail: hattrickpartners@gmail.com

Please rank in order the Boards/Commissions on which you would like to serve (leave blank any on which you do not wish to serve):

<input type="checkbox"/> Arts & Culture Commission	Civic Center Advisory Board	<input type="checkbox"/>
<input type="checkbox"/> Economic Development Authority	Planning Commission	<input type="checkbox"/>
<input checked="" type="checkbox"/> Golf Course Board	Police Community Advisory Board	<input type="checkbox"/>
<input type="checkbox"/> Human Rights Commission	Public Utilities Commission	<input type="checkbox"/>
<input type="checkbox"/> Library Board		

Do you have special qualifications that you feel would help you be particularly effective on a City Board or Commission? (i.e. work experience, volunteer experience, education, hobbies, etc?) I worked at the Pokegama Golf Course for approximately 4 years as a Grounds Maintenance Foreman under Dan Peluso. I am very familiar with this course as while I was employed there.

How did you become interested in serving on a Board or Commission?

I would like to give back to the community in some way and serving under a Board or Commission is I feel a great way to do that.

Are you related to any City employee or elected official? YES ☐ NO ☒

If yes, to whom and how are you related? \_\_\_\_\_

Are you a Resident ☒ or Non-Resident ☐ ?

Do you own property or own a business within the Grand Rapids city limits?

YES ☐ NO ☒ If yes, please explain: \_\_\_\_\_

**Data Authorization:**

If appointed, I, Pat Schwartz, authorize the City of Grand Rapids to release the following private data upon request made to the City (check all that apply).

Home Phone # \_\_\_\_\_

Work Phone# 612-850-5774

Cell Phone # 612-850-5774

I also authorize the City of Grand Rapids to release such authorized private data referenced above to members of the general public, City staff, Mayor and City Council members upon request for such data. The person(s) receiving such private data must use it only for lawful purposes.

This authorization shall be modified or cancelled only upon written notice to the City Clerk, City of Grand Rapids.

I agree to inform the City Clerk's office of any change indicated above.

I agree to relinquish and waive all claims that may arise against the City, its agents or employees for releasing any and all authorized data referenced above relating to this agreement.

I, Pat Schwartz, as a member of a City of Grand Rapids Commission/Board do understand that as a Commission/Board member I will be utilizing my private email address for official City business. I further understand that pursuant to *Minnesota Statutes Chapter 13* (Data Practices), that upon request from City Administration that I must provide emails relative to City business to fulfill all Data Practices requests. Failure to do so could be deemed a Misdemeanor pursuant to Minnesota Law.

4/18/23

Date

\_\_\_\_\_  
Signature