



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

CITY COUNCIL MEETING AGENDA
Monday, August 22, 2022
5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, August 22, 2022 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

1. Approve Council minutes for Monday, August 8, 2022 Regular meeting and Monday, August 15, 2022 Budget meeting.

VERIFIED CLAIMS:

2. Approve the verified claims for the period August 2, 2022 to August 15, 2022 in the total amount of \$1,028,015.16.

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

3. Review and acknowledge minutes for Boards & Commissions
July 19, 2022 Golf Board meeting

CONSENT AGENDA:

4. Consider adopting a resolution entering into a Master Partnership Contract between the State of Minnesota and the City of Grand Rapids.
5. Consider final pay application from Northern Industrial Erectors and final pay application and unit quantity adjusting change order #10 from TNT Construction Group, LLC for new Fire Hall.
6. Consider approving the hiring and wage adjustments of part-time employees at the IRA Civic Center.
7. Consider approving final payment for AP 2021-1, 16/34 Runway Reconstruction in the amount of \$77,511.08 and Balancing Change Order 1.
8. Consider approving golf course employment.

- [9.](#) Consider accepting letter of resignation from Joseph Rabbers, Hospital Security
- [10.](#) Consider approval of Change Order #1 for CP 2003-18, 21st Street SW Extension.
- [11.](#) Consider approving the purchase of a grapple bucket for the wheel loader in the amount of \$26,330.
- [12.](#) Consider approving temporary liquor for Klockow Brewing event.
- [13.](#) Consider the appointment of Nathan Morlan to the position of Fire Mechanic with the Grand Rapids Fire Department.
- [14.](#) Consider a resolution declaring the intent of the city to reimburse certain expenditures from the proceeds of bonds.
- [15.](#) Consider appointing additional election judges for 2022 General election.
- [16.](#) Adopt a resolution approving LG 230 Application for Off-Site Gambling for Grand Rapids Amateur Hockey Association.

SET REGULAR AGENDA:

ADMINISTRATION:

- [17.](#) Consider the resignation of Nathan Morlan and promote John Peterson to Building Official/Facility Manager

CIVIC CENTER & PARKS:

- [18.](#) Consider a resolution awarding contracts for Bid Package 2 on the IRA Civic Center Improvement Project

ENGINEERING PUBLIC WORKS:

- [19.](#) Consider adopting a resolution accepting a bench donation in honor of Jacqueline Dowell.

GOLF:

- [20.](#) Consider adopting a resolution accepting a \$2,500 donation from First National Bank of Coleraine.

POLICE:

- [21.](#) Consider adopting a resolution accepting the donations, further detailed below, from McDonalds, SuperOne, Walmart, Pepsi, Culvers, Grand Rapids State Bank and Woodland Bank that supported 2022 Area Safety Camp.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR SEPTEMBER 12, 2022 AT 5:00 PM

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

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

ATTEST: Kimberly Gibeau, City Clerk



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CITY COUNCIL MEETING MINUTES
Monday, August 08, 2022
5:00 PM

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

CALL OF ROLL:

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

STAFF: Lasha Karels, Chad Sterle, Travis Cole, Will Richter, Rob Mattei, Barb Baird, Matt Wegwerth, Steve Schaar

PUBLIC FORUM: No one from the public wished to speak.

COUNCIL REPORTS:

Councilor Blake commended the Public Works crew for clean up after parade.

Mayor Christy also acknowledged another successful Tall Timber Days and work provided by the Public Works Crew.

APPROVAL OF MINUTES:

1. Approve minutes for Monday, July 25, 2022 Worksession and Regular meetings.

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

VERIFIED CLAIMS:

2. Approve the verified claims for the period July 19, 2022 to August 1, 2022 in the total amount of \$637,783.88.

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

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

June 15, 2022 PUC meeting
 June 28, 2022 PUC Special meeting
 July 5, 2022 Arts & Culture Commission meeting
 July 14, 2022 GREDA meeting

Reviewed and acknowledged.

CONSENT AGENDA:

3. Consider authorizing the Police Department to sell eight (8) city owned / forfeited vehicles at the Minnesota DNR or Mid State Auto online auction.
4. Consider adopting a resolution approving application to the Corridors of Commerce grant program

Adopted Resolution 22-70

5. Consider adopting a resolution authorizing a grant application and to accept funds from the Minnesota Department of IRRR Commercial Rehabilitation Grant program for the IRA Civic Center Rehabilitation Project.

Adopted Resolution 22-71

6. Consider adopting a resolution authorizing a grant application and accept funds from the Minnesota Department of IRRR Community Infrastructure Grant program for the IRA Civic Center Rehabilitation Project.

Adopted Resolution 22-72

7. Consider approval of a resolution approving the loan of a Minnesota Investment Fund grant to ASV Holdings, Inc. and the execution of related documents.

Adopted Resolution 22-73

8. Consider approval of an agreement to subordinate a SCDP residential rehabilitation loan mortgage on real property owned by Patricia Kampa.
9. Consider accepting the Fire Relief Association Schedule Form for Lump-Sum Pension reporting Year 2022, 2021 Financial Statements and authorize the budgeted \$5,000 contribution to the Fire Relief Association.
10. Consider Voiding Lost Accounts Payable Check and Issue a Replacement Check
11. Consider the resignation of Matthew Moen from Hospital Security.
12. Consider the appointment of Sebastian Holmberg to full-time Hospital Security Officer.

13. Consider adopting a resolution urging Governor Walz to call for a special session of its lawmakers.

Adopted Resolution 22-74

14. Consider adopting a resolution requesting detachment of properties adjacent to Isleview Road

Adopted Resolution 22-75

15. Consider appointing additional election judge for 2022 elections.

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

SET REGULAR AGENDA:

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

FIRE DEPARTMENT:

16. Consider accepting the retirement of Robert Rima from the Grand Rapids Fire Department.

Motion made by Councilor Connelly, Second by Councilor Blake to accept notice of retirement from Rob Rima. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

COUNCIL:

17. Consider appointment of applicant to the Police Community Advisory Board.

Motion made by Councilor Connelly, Second by Councilor Toven to appoint Jillian Buck to the PCA Board, term to expire December 31, 2024. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

ADJOURNMENT:

There being no further business, the meeting adjourned at 5:10 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF
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CITY COUNCIL SPECIAL BUDGET MEETING
MINUTES
Monday, August 15, 2022
4:00 PM

Mayor Christy called the meeting to order at 4:00 PM.

ROLL CALL:

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

STAFF: Tom Pagel, Barb Baird, Andy Morgan, Steve Schaar, Kevin Ott, Laura Pfeifer, Travis Cole, Will Richter, Nate Morlan, Erik Scott, Matt Wegwerth, Rob Mattei

BUSINESS:

1. Discuss 2023 Budget

Mr. Pagel makes initial introduction of proposed budget for 2023. Department Heads review individual department budgets, noting increases and decreases throughout specific line items.

There being no further business, the meeting adjourned at 5:53 PM.

Respectfully Submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk

DATE: 08/17/2022
 TIME: 14:31:49
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 08/22/2022

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
0120440	ATLAS BUSINESS SOLUTIONS INC	384.00
0215800	CITY OF BOVEY	448.89
0405200	CITY OF DEER RIVER	188.90
0514200	ESC SYSTEMS SOUND & LIFE SAFE	395.50
1105225	CITY OF KEEWATIN	1,196.88
1401705	CITY OF NASHWAUK	618.59
2609850	ZIX CORP SYSTEMS INC	26,264.11
	TOTAL	29,496.87
CITY WIDE		
0900060	ICTV	5,000.00
1115550	KOOTASCA COMMUNITY ACTION INC	900.00
1503245	OFFICE ENTERPRISES INC	20.36
2609850	ZIX CORP SYSTEMS INC	18,760.07
	TOTAL CITY WIDE	24,680.43
SPECIAL PROJECTS-NON BUDGETED		
0315455	COLE HARDWARE INC	58.91
0401425	DAKOTA SUPPLY GROUP	91.28
1201420	LAKE STATES CONSTRUCTION LLC	5,410.00
1801232	RADKO IRON & SUPPLY INC	1,209.48
1903341	SCHWARTZ REDI-MIX INC	303.80
2209421	VIKING ELECTRIC SUPPLY INC	84.29
	TOTAL SPECIAL PROJECTS-NON BUDGETED	7,157.76
ADMINISTRATION		
0221650	BURGGRAF'S ACE HARDWARE	66.94
0421725	DUTCH ROOM INC	227.49
0718060	GRAND RAPIDS HERALD REVIEW	681.64
1215630	LOREN SOLBERG CONSULTING, LLC	1,600.00
1309090	SUPERONE FOODS NORTH	257.07
	TOTAL ADMINISTRATION	2,833.14
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM SERVICES	52.89
0315455	COLE HARDWARE INC	46.89
0401804	DAVIS OIL INC	164.10
0701650	GARTNER REFRIGERATION CO	2,079.36

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INVOICES DUE ON/BEFORE 08/22/2022

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
BUILDING SAFETY DIVISION		
0920060	ITASCA COUNTY TREASURER	330.74
1901535	SANDSTROM'S INC	32.92
TOTAL BUILDING SAFETY DIVISION		2,706.90
COMMUNITY DEVELOPMENT		
0920060	ITASCA COUNTY TREASURER	80.43
1900225	SEH	4,200.00
TOTAL COMMUNITY DEVELOPMENT		4,280.43
FIRE		
0118100	ARAMARK UNIFORM SERVICES	27.56
0315455	COLE HARDWARE INC	25.98
0401425	DAKOTA SUPPLY GROUP	40.77
0401804	DAVIS OIL INC	613.81
0513231	EMERGENCY APPARATUS	7,835.68
0514200	ESC SYSTEMS SOUND & LIFE SAFE	282.50
0701650	GARTNER REFRIGERATION CO	830.00
0920060	ITASCA COUNTY TREASURER	124.04
1200500	L&M SUPPLY	79.51
1415030	NAPA SUPPLY OF GRAND RAPIDS	73.00
1801615	RAPIDS WELDING SUPPLY INC	33.92
TOTAL FIRE		9,966.77
PUBLIC WORKS		
0104799	ADVANCED SERVICES INC	1,320.00
0112460	ALL TRAFFIC SOLUTIONS INC	8,849.88
0113240	AMERICAN PUBLIC WORKS ASSOC	462.50
0121721	AUTO VALUE - GRAND RAPIDS	10.67
0221650	BURGGRAF'S ACE HARDWARE	96.93
0301685	CARQUEST AUTO PARTS	60.92
0305510	CENTRAL LANDSCAPE SUPPLY INC	1,498.00
0315455	COLE HARDWARE INC	182.26
0401425	DAKOTA SUPPLY GROUP	395.41
0401804	DAVIS OIL INC	159.85
0501650	EARL F ANDERSEN	198.95
0601690	FASTENAL COMPANY	1,535.93
0801825	HAWKINSON CONSTRUCTION CO INC	4,269.72
0920060	ITASCA COUNTY TREASURER	2,428.52
1200500	L&M SUPPLY	449.94
1205110	LEASE LANDSCAPING INC	410.20

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INVOICES DUE ON/BEFORE 08/22/2022

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
1303039	MCCOY CONSTRUCTION & FORESTRY	1,044.50
1415545	NORTHLAND LAWN & SPORT, LLC	270.42
1421700	NUSS TRUCK GROUP INC	249.69
1609556	PIONEER RESEARCH CORPORATION	713.57
1621125	PUBLIC UTILITIES COMMISSION	4,105.36
1815915	ROYAL TIRE INC	958.95
1903341	SCHWARTZ REDI-MIX INC	532.20
1920150	STATT LLC	2,475.00
2018560	TROUT ENTERPRISES INC	300.00
TOTAL PUBLIC WORKS		32,979.37
FLEET MAINTENANCE		
0121721	AUTO VALUE - GRAND RAPIDS	12.99
0221650	BURGGRAF'S ACE HARDWARE	3.99
0920060	ITASCA COUNTY TREASURER	90.43
1201850	LAWSON PRODUCTS INC	283.19
TOTAL FLEET MAINTENANCE		390.60
POLICE		
0120440	ATLAS BUSINESS SOLUTIONS INC	192.00
0221650	BURGGRAF'S ACE HARDWARE	14.58
0315455	COLE HARDWARE INC	149.99
0415529	DONDELINGER FORD	25.56
0513233	EMERGENCY AUTOMOTIVE TECH INC	120.40
0920060	ITASCA COUNTY TREASURER	4,921.59
1309160	MN COUNTY ATTORNEYS	110.00
1920233	STREICHER'S INC	726.35
1920240	CHAD B STERLE	700.00
TOTAL POLICE		6,960.47
CENTRAL SCHOOL		
0221650	BURGGRAF'S ACE HARDWARE	12.98
0315455	COLE HARDWARE INC	7.96
0401425	DAKOTA SUPPLY GROUP	713.47
0701650	GARTNER REFRIGERATION CO	326.88
1201730	LATVALA LUMBER COMPANY INC.	1,274.49
TOTAL		2,335.78

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INVOICES DUE ON/BEFORE 08/22/2022

VENDOR #	NAME	AMOUNT DUE
AIRPORT		
0112100	ALAMO GROUP COMPANY	598.96
0221650	BURGGRAF'S ACE HARDWARE	61.98
0301685	CARQUEST AUTO PARTS	124.46
0920060	ITASCA COUNTY TREASURER	252.84
1303039	MCCOY CONSTRUCTION & FORESTRY	110.36
1405530	NEO ELECTRICAL SOLUTIONS LLC	2,479.89
2018680	TRU NORTH ELECTRIC LLC	4,769.70
TOTAL		8,398.19
CIVIC CENTER		
GENERAL ADMINISTRATION		
0103325	ACHESON TIRE INC	50.00
0221650	BURGGRAF'S ACE HARDWARE	47.94
0315455	COLE HARDWARE INC	55.64
0315495	COMMERCIAL REFRIGERATION	465.00
1800655	R & R SPECIALTIES INC	2,255.65
2209421	VIKING ELECTRIC SUPPLY INC	734.50
TOTAL GENERAL ADMINISTRATION		3,608.73
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE	176.49
0315455	COLE HARDWARE INC	99.94
0920060	ITASCA COUNTY TREASURER	84.41
1200500	L&M SUPPLY	136.72
1415545	NORTHLAND LAWN & SPORT, LLC	117.47
1415590	NORTHWEST GAS	6,567.00
TOTAL		7,182.03
DOMESTIC ANIMAL CONTROL FAC		
0920060	ITASCA COUNTY TREASURER	305.19
TOTAL		305.19
GENERAL CAPITAL IMPRV PROJECTS		
MAY MOBILITY		
1612745	PLUM CATALYST LLC, THE	9,637.50
TOTAL MAY MOBILITY		9,637.50

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 08/22/2022

VENDOR #	NAME	AMOUNT DUE

2021	INFRASTRUCTURE BONDS	
	CP2020/FD-1 NEW FIRE HALL	
0100024	A-Z ELECTRIC INC	1,441.75
1415483	NORTHERN INDUSTRIAL ERECTORS	16,327.10
2000522	TNT CONSTRUCTION GROUP, LLC	0.00
	TOTAL CP2020/FD-1 NEW FIRE HALL	17,768.85
	CIVIC CENTER CAPITAL IMP PJT	
	IRA CIVIC CENTER RENOVATION	
0900055	ICS CONSULTING INC	7,536.00
	TOTAL IRA CIVIC CENTER RENOVATION	7,536.00
2022	INFRASTRUCTURE/ARPA	
	21ST STREET IMPROVEMENTS	
0218115	BRAUN INTERTEC CORPORATION	590.00
2000522	TNT CONSTRUCTION GROUP, LLC	273,378.27
	TOTAL 21ST STREET IMPROVEMENTS	273,968.27
	STORM WATER UTILITY	
0301705	CASPER CONSTRUCTION INC	26,153.25
0401425	DAKOTA SUPPLY GROUP	416.33
0401804	DAVIS OIL INC	3,703.76
0920060	ITASCA COUNTY TREASURER	749.15
1809154	RICHARD F RYSAVY	350.00
1813125	RMB ENVIRONMENTAL	30.00
1903341	SCHWARTZ REDI-MIX INC	481.00
1908248	SHERWIN-WILLIAMS	77.74
2000522	TNT CONSTRUCTION GROUP, LLC	3,196.00
2018560	TROUT ENTERPRISES INC	150.00
	TOTAL	35,307.23
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$487,500.51
	CHECKS ISSUED-PRIOR APPROVAL	
	PRIOR APPROVAL	
0100053	AT&T MOBILITY	3,947.36
0113105	AMAZON CAPITAL SERVICES	20.28
0201354	B. BAIRD-PETTY CASH FUND	4.60
0305530	CENTURYLINK QC	259.00
0309600	CIRCLE K/HOLIDAY	647.29
0315543	CONSTELLATION NEWENERGY -GAS	706.01

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 08/22/2022

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR	APPROVAL	
PRIOR APPROVAL		
0601690	FASTENAL COMPANY	235.82
0718015	GRAND RAPIDS CITY PAYROLL	300,825.57
0718070	GRAND RAPIDS STATE BANK	611.04
0815440	HOLIDAY STATIONSTORES LLC	148.50
0900060	ICTV	17,748.35
0920055	ITASCA COUNTY RECORDER	92.00
1015323	KIM JOHNSON-GIBEAU	40.00
1201402	LAKE COUNTRY POWER	44.56
1301145	MARCO TECHNOLOGIES, LLC	71.98
1301146	MARCO TECHNOLOGIES, LLC	320.59
1305046	MEDIACOM LLC	136.90
1309240	MINNESOTA ICE ARENA MANAGERS	400.00
1309332	MN STATE RETIREMENT SYSTEM	3,662.80
1315630	ASHLEY MORAN	1,817.70
1516220	OPERATING ENGINEERS LOCAL #49	106,233.00
1601750	PAUL BUNYAN COMMUNICATIONS	1,731.38
1621130	P.U.C.	40,137.81
1921620	SUPERIOR USA BENEFITS CORP	695.00
2209665	VISA	8,140.99
2209705	VISIT GRAND RAPIDS INC	46,844.91
2301700	WM CORPORATE SERVICES, INC	2,974.21
2305300	MATTHEW WEGWERTH	517.00
T001151	ENBRIDGE	500.00
T001237	JB LARSON CONSTRUCTION	500.00
T001366	COLDWELL BANKER NORTHWOODS	500.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$540,514.65
TOTAL ALL DEPARTMENTS		\$1,028,015.16



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POKEGAMA GOLF COURSE BOARD MEETING MINUTES

**Tuesday, July 19, 2022
 7:30 AM**

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Pokegama Golf Course Board will be held on Tuesday, July 19, 2022 at 7:30 AM at Pokegama Golf Course, 3910 Golf Course Road, Grand Rapids, Minnesota. Pat Pollard called the meeting to order at 7:30AM.

ROLL CALL: Rick McDonald, Kelly Kirwin, Bob Cahill, Steve Ross, John Ryan and Pat Pollard

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.) Rick made a motion to approve the Agenda as set. Pat second. Motion Carried.

APPROVE MINUTES:

1. Approve Golf Board Minutes for June, 2022 Golf Board Meeting. Pat made a motion to approve the Minutes. Kelly Second. Motion Carried

CLAIMS AND FINANCIAL STATEMENTS:

1. A review of the financials took place. Pat made a motion to approve the claims in the amount of \$91,239.25. Kelly Second. Motion Carried.

VISITORS: No visitors today

REPORTS: Steve Ross Report: Steve reported his team is performing all of their regular maintenance: fertilizing greens, tees, fairways, rough. Still working on updated seal coating quote that will be presented at the next meeting. We are waiting on the Fairway verticutter machine demo. Steve is going to contact Paul Grooms about uneven dock pieces and the end of the first dock piece that looks lower than the other side. Restrooms on the course are complete. The sink in the women's clubhouse restroom is being repaired and a new faucet. Steve's team plans on bringing in black dirt and seeding the space where trees were taken out on the left side, short of the green. Bunkers: we are working on a demo of the Big Red Rock eater.

Bob Cahill Report: Bob reviewed the budget available with the simulator. New screens will be purchased and Bob has reached out to the team who can come and help us install the simulators this fall. On July 30th Pokegama will be mapped for the Trackman. Events, memberships and financials are going well and happy to report after a slow start to the season.

CORRESPONDENCE AND OPEN DISCUSSION:

ADJOURN: Motion made by Pat. Second by John Ryan. Motion Carried.

Minutes respectfully submitted by Kelly Kirwin



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REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 22, 2022

AGENDA ITEM: Consider adopting a resolution entering into a Master Partnership Contract between the State of Minnesota and the City of Grand Rapids.

PREPARED BY: Matt Wegwerth

BACKGROUND:

Master Partnership Contracts are umbrella contracts which allow local agencies and MnDOT to exchange goods and services. The Master itself allows MnDOT, upon request of the local agency, to deliver small, routine services to local agencies. These services are listed in Exhibit A of the Contract. Any other type of service needs a stand-alone written work order agreeing to costs and terms of service. The local agency is always in control of requesting work. MnDOT will not perform services without a written request from the local agency. The contract is attached and will be in effect for five years.

REQUESTED COUNCIL ACTION:

Consider adopting a resolution entering into a Master Partnership Contract between the State of Minnesota and the City of Grand Rapids.

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

RESOLUTION NO. 22-__

A RESOLUTION TO ENTER INTO A MASTER PARTNERSHIP CONTRACT WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION

WHEREAS, the Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

WHEREAS, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

WHEREAS, the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write “work orders” against a master contract would provide the greatest speed and flexibility in responding to identified needs.

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

1. That the City of Grand Rapids enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the Council.
2. That the proper City officers are authorized to execute such contract, and any amendments thereto.
3. That the City Engineer is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the City Engineer may execute such work order contracts on behalf of the City of Grand Rapids without further approval by the Council.

Adopted by the Council this 22nd day of August, 2022.

Dale Adams, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

Council member _____ seconded the foregoing resolution and the following voted in favor thereof: _____ ; and the following voted against same: _____ ; whereby the resolution was declared duly passed and adopted.

**STATE OF MINNESOTA
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the “State” and the Grand Rapids City, acting through its City Council, in this contract referred to as the “Other Party.”

Recitals

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a “road authority” as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a “Work Order” contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into “Work Order” contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Contract

1. Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms

- 1.1. **Effective Date:** This contract will be effective on July 1st, 2022, or upon the date last signed by all State officials as required under Minn. Stat. § 16C.05, subd. 2, whichever occurs last. The Other Party must not begin work under this Contract until ALL required signatures have been obtained and the Other Party has been notified in writing to begin such work by the State’s Authorized Representative.
- 1.2. **Expiration Date.** This Contract will expire on June 30, 2027.
- 1.3. **Exhibits.** Exhibit A is attached and incorporated into this agreement.
- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Other Party) for each particular engagement, except for Technical Services provided by the State to the Other Party as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully

executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Other Party understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.

- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of “Providing Party” and “Requesting Party”.** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. “Requesting Party” is defined as the party requesting the other party to perform work under a work order contract. “Providing Party” is defined as the party performing the scope of work under a work order contract.

2. Technical Services

- 2.1. Technical Services include repetitive low-cost services routinely performed by the State for the Other Party. If requested and authorized by the Other Party, these services may be performed by the State for the Other Party without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
 - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract (If you have questions regarding whether a service is covered under 2.1.1, please contact Contract Management).
- 2.2. The Other Party may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Other Party if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State’s normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Other Party the State’s then-current rate for performing the Technical Services. The then-current rate may include the State’s normal and customary additives. The State will invoice the Other Party upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring a Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.
- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task.” Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) cultural resources, engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing

relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.

- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party's own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Other Party will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "Technical Services" items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Other Party will not be paid for work performed prior to execution of a work order contract and authorization by the State.

4. Responsibilities of the Providing Party

- 4.1. **Terms Applicable to ALL Work Order Contracts.** The terms in this section 4.1 will apply to ALL work order contracts.
 - 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
 - 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will

furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.

- 4.1.3. If the Other Party is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Other Party to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
 - 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
 - 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance.** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
- 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
 - 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
 - 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. **Additional Terms for Construction Administration.** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
- 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
 - 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
 - 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
 - 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
 - 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
 - 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
 - 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.

- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Other Party will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Other Party must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Other Party is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
 - a. The Other Party will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Other Party, or its contractor, if work is suspended or stopped due to any such condition or concern.
 - b. The Other Party will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
 - c. The Other Party will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
 - d. All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Other Party copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

- 6.1. In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Other Party under all work order contracts issued pursuant to this MPC will not exceed \$100,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Other Party will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.

7.4. Payment

- 7.4.1. **Generally.** The Requesting Party will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
- 7.4.2. **Payment by the Other Party.**
- a. The Other Party will make payment to the order of the Commissioner of Transportation.
 - b. IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.
 - c. Remit payment to the address below:
MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1050288W[XX] and Invoice Number: 00000[#####]
(see note above)
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155
- 7.4.3. **Payment by the State.**
- a. Generally. The State will promptly pay the Other Party after the Other Party presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.
 - b. Retainage for Professional and Technical Services. For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Other Party has satisfactorily fulfilled all the terms of the work order contract.

8. Conditions of Payment

- 8.1. All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and

regulations. The Providing Party will not receive payment for work found by the Requesting Party to be unsatisfactory or performed in violation of federal or state law.

9. State’s Authorized Representative and Project Manager

- 9.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State’s performance.
- 9.2. The State’s Project Manager will be identified in each work order contract.

10. Other Party’s Authorized Representative and Project Manager

- 10.1. The Other Party’s Authorized Representative for administering this master contract is the Other Party’s Engineer, and the Engineer has the responsibility to monitor the Other Party’s performance. The Other Party’s Authorized Representative is also authorized to execute work order contracts on behalf of the Other Party without approval of each proposed work order contract by its governing body.
- 10.2. The Other Party’s Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order 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.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party’s right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Other Party. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability

- 12.1. Each party will be responsible for its own acts and omissions to the extent provided by law. The Other Party’s liability is governed by Minn. Stat. chapter 466 and other applicable law. The State’s liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party’s failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a “Contractor” to the Requesting Party, as the term “Contractor” is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a “Contractor” by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

13. State Audits

- 13.1. Under Minn. Stat. § 16C.05, subd. 5, the party’s books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

14. Government Data Practices and Intellectual Property

- 14.1. **Government Data Practices.** The Other Party and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Other Party under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Other Party or the State.
- 14.2. **Intellectual Property Rights**

14.2.1. **Intellectual Property Rights.** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. **Obligations with Respect to Intellectual Property.**

- a. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- b. **Representation.** The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. Affirmative Action

- 15.1. The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Other Party is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Other Party lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:
- 15.2. **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

- 15.3. **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.4. **Minn. R. Parts 5000.3400-5000.3600.**
- 15.4.1. **General.** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.4.2. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers:
- The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.4.3. **Consequences.** The consequences for the Contractor’s failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.4.4. **Certification.** The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. Workers’ Compensation

16.1. Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

17. Publicity

17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Other Party individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

17.2. **Data Practices Act.** Section 17.1 is not intended to override the Other Party's responsibilities under the Minnesota Government Data Practices Act.

18. Governing Law, Jurisdiction, and Venue

18.1. Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. Prompt Payment; Payment to Subcontractors

19.1. The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Other Party lets a contract for work pursuant to any work order, the Other Party must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Other Party for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. Minn. Stat. § 181.59.

20.1. The Other Party will comply with the provisions of Minn. Stat. § 181.59 which requires: 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 shall contain provisions by which the 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, shall, 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, shall, 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, county, city, town, school board, or any other person authorized to grant the 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.

21. Termination; Suspension

21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Other Party. Upon termination, the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

21.2. **Termination by the Other Party for Convenience.** The Other Party may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination,

the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 21.3. **Termination for Insufficient Funding.** The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Other Party. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Other Party 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 master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Other Party notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. Data Disclosure

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

23. Defense of Claims and Lawsuits

- 23.1. If any lawsuit or claim is filed by a third party (including but not limited to the Other Party's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Other Party will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Other Party will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Other Party will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Other Party, and will not be bound by the terms of any settlement entered into by the Other Party except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

- 24.1. NONE

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OTHER PARTY

The Other Party certifies that the appropriate person(s) have executed the contract on behalf of the Other Party as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____

Date: _____

Title: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

Source Code	Title	Description
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic
2819	Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2855	Bridge Inspection Direct Support	Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance.
2828	Bridge Inspection-Federal Fund	All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.
2824	Bridge Inspection-Non-Federal	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
1421	Bridge Management System Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
2847	Bridge Poured/ Relief Joint Seal	All tasks associated with resealing bridge construction joints. Includes related traffic control. Related source type codes: Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance).
2829	Bridge Superstructure	All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2316	Brush & Tree Removal	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
0032	Business Unit Management	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.

Source Code	Title	Description
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1802	Construction Surveying	Use for surveys to provide staking for the contractor's operations and for any other construction phase surveying
2106	Crack Sealing	All surface crack sealing, crack filling, or rout and seal operations. Includes related materials, hauling, stockpiling, and traffic control.
3023	Elec Comm Eq Rep - Miles	
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
1800	Field Inspection	All construction project field inspection (not cyclical inspection of assets), including preparatory plans & spec review, measurement, and verification other than environmental monitoring. Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests. Witnessing claims, determination and computation of pay quantities, materials control and certification for progress vouchers, but not for final payments. Includes collecting and transporting samples for lab tests, but not the actual laboratory verifications. Includes all construction phase project related activities for project and resident engineers such as problem resolution, guidance and direction to field technicians. Includes all miscellaneous field engineering expenses used by district offices such as space rental, utilities, or other costs charged to the construction project Includes all work associated with evaluation of implementation of intelligent compaction devices to determine if construction contract terms have been met.
1040	Final Design Surveys	All district field and office tasks needed to respond to supplemental "Requests for Survey Data" and add the data to the surveys base map or DTM.
0601	Gen Training Preparation - Delivery	Use for time, materials, and travel expenses when developing or delivering training. includes course preparation, designing materials, and managing training records.
2210	Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control.
2624	Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.

Source Code	Title	Description
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
2660	Misc Revenue	Used only by Office of Financial Management for billing and deposit transactions and to record payments to the department for gravel sold to contractors and others.
2822	Miscellaneous Bridge Maintenance	Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes work on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
2406	Plowing & Material Application	Shoulder to shoulder snow removal operation, winging back, snow blowing drifts, and the application of de-icing chemicals using mobile equipment. Includes changing cutting edges during event and related traffic control.
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3007	Radio/Electronic System Engineering	Use for design of microwave, radio and miscellaneous electronic systems.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector" sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.

Source Code	Title	Description
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
1182	Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct shear, permeability and triaxial tests.
1879	State Furnished Materials	Use to record labor hours, equipment usage, and material costs to supply state furnished materials to a state road construction project with federal participation.
1738	State Project - Specific Materials Inspection	Performing material inspection and engineering for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and related technical services in the field and offices when related to a particular SP. Use for SP specific tasks related to performing the review of shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1434	Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
0152	Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
1312	Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT. Use with

Source Code	Title	Description
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1500	Traffic Mgt System Maintenance	Used by staff to maintain various Intelligent Transportation System (ITS) devices such as dynamic message signs, ramp meters, cameras, detection, cables, RICWS, video wall monitors, switches, routers or modems. Used to record all costs for maintenance activities related to traffic management fiber optics. Not to be used for Lighting or Traffic Signal maintenance.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
1870	Traffic Signal Maintenance	Work related to the structural repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
2834	Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 22, 2022

AGENDA ITEM: Consider final pay application from Northern Industrial Erectors and final pay application and unit quantity adjusting change order #10 from TNT Construction Group, LLC for new Fire Hall.

PREPARED BY: Nathan Morlan

BACKGROUND:

Descriptions of final pay applications and change order are as follows:

Northern Industrial Erectors original contract sum \$197,000.

Northern Industrial Erectors final contract sum \$216,570.

Northern Industrial Erectors current balance due \$16,327.10.

TNT Construction Group, LLC unit quantity adjusting change order #10 (\$20,592.95).

TNT Construction Group, LLC original contract sum \$1,698,000.

TNT Construction Group, LLC final contract sum \$1,604,425.77.

REQUESTED COUNCIL ACTION:

Make a motion to approve Northern Industrial Erectors final pay application and TNT Construction Group, LLC unit quantity adjusting change order and final pay application for new Fire Hall.

DOCUMENT SUMMARY SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT

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

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

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

SUBCONTRACT DATE: 9/21/2020

APPLICATION NO: 17
INVOICE NO: **Final**
PERIOD: 07/01/22 - 07/31/22
PROJECT NO: S20020C
CONTRACT DATE: 09/21/2020

DISTRIBUTION TO:

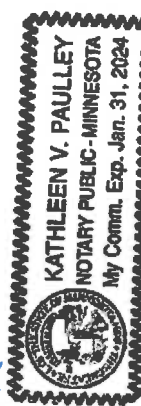
SUBCONTRACT FOR: WS 001- Civil & Cast in Place Concrete - TNT
SUBCONTRACTOR'S APPLICATION FOR PAYMENT

- Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.
- Original Contract Sum \$ 1,698,000.00
 - Net change by change orders (\$93,574.23)
 - Contract sum to date (line 1 ± 2) \$ 1,604,425.77
 - Total completed and stored to date (Column G on detail sheet) \$ 1,604,425.77
 - Retainage:
 - 0.00% of completed work: \$ 0.00
 - 0.00% of stored material: \$ 0.00
 - Total retainage (Line 5a + 5b or total in column I of detail sheet) \$ 0.00
 - Total earned less retainage (Line 4 less Line 5 Total) \$ 1,604,425.77
 - Less previous certificates for payment (Line 6 from prior certificate) \$ 1,604,425.77
 - Current payment due: \$ 0.00
 - Balance to finish, including retainage (Line 3 less Line 6) \$ 0.00

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

SUBCONTRACTOR: TNT Construction Group, LLC

By: 
 State of: _____
 County of: _____
 Subscribed and sworn to before me this 25 day of July 2022
 Date: 7/25/2022



Notary Public: Kathleen Paulley
 My commission expires: 1-31-24

CERTIFICATE FOR PAYMENT

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

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

DocuSigned by:
CONSTRUCTION MANAGER: BJ-Love CBW
 Date: 7/28/2022

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

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner:	\$ 96,788.72	(\$169,770.00)
Total approved this Month:	\$ 341,723.39	(\$362,316.34)
Totals:	\$ 438,512.11	(\$ 532,086.34)
Net change by change orders:	(\$93,574.23)	

Item 5.



CCO #010

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

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

Contract Change Order #010: CE #077 - Adjust TNT Unit Quantities

CONTRACT COMPANY:	TNT Construction Group, LLC 40 County Road 63 Grand Rapids, Minnesota 55744	CONTRACT FOR:	SC-S20020C-002:WS 001- Civil & Cast in Place Concrete - TNT
DATE CREATED:	7/15/2022	CREATED BY:	Angie Stahnke (ICS - Duluth, MN)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:	Mark Cobb (ICS - Park Rapids, MN)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Allowance
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Unit/Quantity Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	TOTAL AMOUNT:	(\$20,592.95)
DESCRIPTION: CE #077 - Adjust TNT Unit Quantities			

ATTACHMENTS:

CHANGE ORDER LINE ITEMS:



CCO #010

CCO #010

#	Cost Code	Description	Type	Quantity	Units	Unit Cost	Subtotal
1	A.-5.03 - WS 01 Civil/Concrete	Deduct Geotextile Fabric Type 5	Other	1.0		\$0.00	(10,585.00)
2	A.-5.03 - WS 01 Civil/Concrete	Deduct Select Granular Borrow	Other	0.0		\$0.00	(14,715.00)
3	A.-5.03 - WS 01 Civil/Concrete	Deduct Subgrade Excavation	Other	0.0		\$0.00	(11,008.00)
4	A.-5.03 - WS 01 Civil/Concrete	Add Bituminous Patch Special	Other	0.0		\$0.00	\$846.00
5	A.-5.03 - WS 01 Civil/Concrete	Deduct Concrete Pavement 7.0"	Other	0.0		\$0.00	(221,121.00)
6	A.-5.03 - WS 01 Civil/Concrete	Deduct Type SP 12.5 Wearing Course Mix	Other	0.0		\$0.00	(49,302.00)
7	A.-5.03 - WS 01 Civil/Concrete	Deduct #22	Other	0.0		\$0.00	(32,868.00)
8	A.-5.03 - WS 01 Civil/Concrete	Deduct #23	Other	0.0		\$0.00	(2,250.00)
9	A.-5.03 - WS 01 Civil/Concrete	Add #38	Other	0.0		\$0.00	\$1,200.00
10	A.-5.03 - WS 01 Civil/Concrete	Deduct #39	Other	0.0		\$0.00	(3,801.00)
11	A.-5.03 - WS 01 Civil/Concrete	Deduct #46	Other	0.0		\$0.00	(1,000.00)
12	A.-5.03 - WS 01 Civil/Concrete	Add#59	Other	0.0		\$0.00	\$52.50
13	A.-5.03 - WS 01 Civil/Concrete	Deduct #77	Other	0.0		\$0.00	(4,000.00)
14	A.-5.03 - WS 01 Civil/Concrete	Deduct #78	Other	0.0		\$0.00	(1,600.00)
15	A.-5.03 - WS 01 Civil/Concrete	Deduct #86	Other	0.0		\$0.00	(1,800.00)
16	A.-5.03 - WS 01 Civil/Concrete	Deduct #88	Other	0.0		\$0.00	(7,260.00)
17	A.-5.03 - WS 01 Civil/Concrete	Deduct #90	Other	0.0		\$0.00	(31.25)
18	A.-5.03 - WS 01 Civil/Concrete	Deduct #91	Other	0.0		\$0.00	(500.00)
19	A.-5.03 - WS 01 Civil/Concrete	Deduct #93	Other	0.0		\$0.00	(475.00)
20	A.-5.03 - WS 01 Civil/Concrete	Deduct #106	Other	0.0		\$0.00	(0.02)
21	A.-5.03 - WS 01 Civil/Concrete	Add #118.1	Other	0.0		\$0.00	\$339,624.89
22	A.-5.03 - WS 01 Civil/Concrete	Deduct #121.1	Other	0.0		\$0.00	(0.07)
Subtotal:							(\$20,592.95)
Grand Total:							(\$20,592.95)

The original (Contract Sum) \$ 1,698,000.00
 Net change by previously authorized Change Orders (\$72,981.28)
 The contract sum prior to this Change Order was \$ 1,625,018.72
 The contract sum would be changed by this Change Order in the amount of (\$20,592.95)
 The new contract sum including this Change Order will be \$ 1,604,425.77
 The contract time will not be changed by this Change Order by

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

DocuSigned by:

 SIGNATURE DATE
 7/19/2022

DocuSigned by:

 SIGNATURE DATE
 7/19/2022

SIGNATURE DATE

SIGNATURE DATE

APPLICATION NO: 6
 PERIOD TO: 7/31/2022
 PROJECT NOS: 2020-133

PROJECT: Grand Rapids Fire Hall
 2020-133

TO OWNER: ICS
 1331 Tyler Street NE #101
 Minneapolis, MN 55413

FROM: NORTHERN INDUSTRIAL ERECTORS, INC.
 CONTRACTOR: PO BOX 308
 GRAND RAPIDS, MN 55744

VIA CONSTRUCTION MANAGER:
 VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM.....	\$ 197,000.00
2. Net Change By Change Orders	\$ 19,570.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 216,570.00
4. TOTAL COMPLETED & STORED TO DATE	\$ 216,570.00

5. RETAINAGE:

a. 0% of Completed Work.....\$	0.00
(Columns D + E on G703)	
b. % of Stored Material	\$
(Column F on G703)	

Total Retainage (Line 5a / 5b or Total in Column I of G703)	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE	\$ 216,570.00
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 200,242.90
8. CURRENT PAYMENT DUE	\$ 16,327.10
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	19,570.00	
Total Approved this Month		
TOTALS	19,570.00	
NET CHANGES by Change Order		19,570.00

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

CONTRACTOR: *[Signature]*
 By: _____ Date: 7/27/2022
 State of: MINNESOTA
 County of: ITASCA
 Subscribed and sworn to before me this 27th day of July, 2022.
 Notary Public: *[Signature]*
 My commission expires: JANUARY 31, 2026



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 16,327.10
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER: _____ Date: 7/28/2022
 By: *[Signature]*
 ARCHITECT: _____ Date: _____

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

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYEMENT, containing

Contractor's signed Certification is attached.

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

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

APPLICATION NUMBER: 6

APPLICATION DATE: 7/27/2022

PERIOD TO: 7/31/2022

PROJECT NO: 2020-133

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK FROM PREVIOUS APPLICATION (D + E)	E COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
	Steel Supply	127,500.00	127,500.00			127,500.00	0.00	0.00
	Steel Install	69,500.00	69,500.00			69,500.00	0.00	0.00
	Change Order #001/ASI #4	4,420.00	4,420.00			4,420.00	0.00	0.00
	Change Order #002/ASI #10	6,557.00	6,557.00			6,557.00	0.00	0.00
	Change Order #003	2,805.00	2,805.00			2,805.00	0.00	0.00
	Change Order #004/ASI #16 &	5,788.00		5,788.00		5,788.00	0.00	0.00
		216,570.00	210,782.00	5,788.00	0.00	216,570.00	0.00	0.00

AIA DOCUMENT G703 • APPLICATION AND CERTIFICATE FOR PAYMENT • MAY 1988 EDITION G703-1983



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 22, 2022

AGENDA ITEM: Consider approving the hiring and wage adjustments of part-time employees at the IRA Civic Center.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

I am proposing the hiring of Josh Saunders as a Maintenance Shift Lead at the IRA Civic Center. This is a seasonal part-time position that will begin September 1, 2022 and run through April 30, 2023 at a wage of \$21.65 per hour. This will be Josh's 6th year working at the Civic Center. I am also proposing increasing James Carlson's wage from \$16.00 per hour to \$16.50 per hour in accordance with the City's PT Pay Range scale.

REQUESTED COUNCIL ACTION:

Make a motion to approve the hiring and wage adjustments of the IRA Civic Center part-time employees Josh Saunders and James Carlson. Josh Saunders will start at \$21.65/hr. with the first day of employment starting September 1, 2022 and ending on April 30, 2023. James Carlson's wage will increase from \$16.00/hr. to \$16.50/hr.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 22nd, 2022

AGENDA ITEM: Consider approving final payment for AP 2021-1, 16/34 Runway Reconstruction in the amount of \$77,511.08 and Balancing Change Order 1.

PREPARED BY: Matt Wegwerth

BACKGROUND:

AP 2021-1, 16/34 Runway Reconstruction is complete and ready for final payment. Attached is the final pay request in the amount of \$77,511.08 and Balancing Change Order 1.

REQUESTED COUNCIL ACTION:

Make a motion approving final payment for AP 2021-1, 16/34 Runway Reconstruction in the amount of \$77,511.08 and Balancing Change Order 1.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 22, 2022
AGENDA ITEM: Consider approving golf course employment
PREPARED BY: Bob Cahill

BACKGROUND:

The golf staff is looking to fill vacancies on our grounds crew and cashier positions.

REQUESTED COUNCIL ACTION:

Make a motion to approve the seasonal employment of Neil Seledic and Tony Ross at the hourly wage of \$14.50. Becky LaPlant at the hourly wage of \$14.00 and Katie Petermeier at the hourly wage of \$15.00. Funded by the council approved 2022 Golf Course operating budget. Employment to begin no sooner than August 23 and end no later than November 15, 2022.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 22, 2022

AGENDA ITEM: Consider accepting letter of resignation from Joseph Rabbers, Hospital Security

PREPARED BY: Kimberly Gibeau

BACKGROUND:

Mr. Rabbers began working as a part-time Security Officer in July of 2014, becoming full time in September 2021. Joe has been offered a position teaching special education with ISD 318 at the Robert J. Elkington Middle School. The City of Grand Rapids appreciates his long time service and wishes him well in his future teaching career.

REQUESTED COUNCIL ACTION:

Make a motion to accept the resignation of Joseph Rabbers from the position of Hospital Security effective August 16, 2022.

Joseph Rabbers

35884 Lake Street | Cohasset MN, 55721 | 218-290-4467 | joerabbers@gmail.com

08/02/2022

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

Dear City of Grand Rapids,

Please accept this letter as my official resignation from my position as Security Officer with the City at the Grand Itasca Clinic and Hospital pending new job offer approval by ISD 318 board. The board will meet sometime on or before August 22nd, 2022.

I have received an offer to become a Special Education Teacher for ISD 318 at the Robert J. Elkington Middle School here in Grand Rapids.

It has been an honor to serve as a Security Officer and be a member of the great Police Department of the City of Grand Rapids. I will miss the time and comradery of the individuals I have gotten to work with. I do not feel-good leaving after being on workman's comp for almost a year now. This job offer just fits well with my family and personal life.

I truly appreciate all that the City and its employees have done for me over the past year. It was a very rough year for my family and I but we were able to make it through with the help and support of all of you. I will never forget my time working as a Security Officer. I especially want to thank Captain Ott for his unconditional support though all of this. He has been a great boss and friend to me.

I want to thank you again for the opportunity to work for the City of Grand Rapids.

Sincerely,

Joseph Rabbers



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 22, 2022

AGENDA ITEM: Consider approval of Change Order #1 for CP 2003-18, 21st Street SW Extension.

PREPARED BY: Matt Wegwerth

BACKGROUND:

Due to manufacturing delays of precast structures and pipe, the project will not be able to meet the interim substantial completion and substantial completion dates. It has been determined the contractor shall have an extension of the contract time.

REQUESTED COUNCIL ACTION:

Make a motion approving Change Order #1 for CP 2003-18, 21st Street SW Extension.



STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. February 2018

SP/SAP(s)	129-155-001	MN Project No.:	Na	Change Order No.	1
-----------	-------------	-----------------	----	------------------	---

Project Location	21st Street SW Extension From Horseshoe Lake Road to 3rd Avenue SW, Grand Rapids MN				
Local Agency	City of Grand Rapids	Local Project No.	GRANR 161381		
Contractor	TNT Construction Group LLC	Contract No.	CP 2003-18 , SAP 129-155-001		
Address/City/State/Zip	40 County Road 63 Grand Rapids / Grand Rapids / MN / 55744				
Total Change Order Amount \$	\$0.00				

Issue: Due to extraordinary manufacturing delays of precast structures and pipe, the project will not be able to meet the interim substantial completion and substantial completion dates.

Resolution: In accordance with MnDOT Specification 1806: Determination and Extension of Contract Time, the Engineer has determined that the contractor shall have an extension of the contract time.

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

Due to this change, the contract time: *(check one)*

Is NOT changed May be revised as provided in MnDOT Specification 1806

Number of Working Days Affected by this Contract Change:	Number of Calendar Days Affected by this Contract Change: 42
--	--

Approved by Project Engineer: Date: 8/10/22
 Print Name: Matt Wegwerth Phone: 218.326.7625

Approved by Contractor: Date: 8/14/2022
 Print Name: Dominic Ellison Phone: 218.244.4166

DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: ___ Federal Funding ___ State Aid Funding ___ Local funds

District State Aid Engineer: _____ Date: _____



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 22nd, 2022

AGENDA ITEM: Consider approving the purchase of a grapple bucket for the wheel loader in the amount of \$26,330.

PREPARED BY: Matt Wegwerth

BACKGROUND:

Quotes were requested from Nuss Truck and Equipment and Mccoy for the purchase of a grapple bucket for the wheel loader. Mccoy did not submit a quote staff is recommending approving the purchase from Nuss Truck and Equipment in the amount of \$26,330. This is a budgeted item from the storm water utility budget.

REQUESTED COUNCIL ACTION:

Make a motion approving the purchase of a grapple bucket for the wheel loader from Nuss Truck and Equipment in the amount of \$26,330.



TRUCK & EQUIPMENT

12540 Dupont Ave South, Burnsville, MN

Phone: 952-894-9595 Fax: 952-894-1619

Toll-Free: 800-552-1189

Item 11.

RETAIL PURCHASE ORDER

DATE: 08/16/2022 PURCHASE ORDER: _____

CUSTOMER: City Of Grand Rapids Minnesota

ADDRESS: 420 North Pokegama Avenue

CITY: Grand Rapids STATE: MN ZIP: 55744-2662 TELEPHONE #: 218-326-7625

F.O.B.: 500 SE 4th Street Grand Rapids, MN 55744 ACCOUNT MANAGER: Shane Custer

The following products purchased by the undersigned will be delivered on or about 10/12/2022

PURCHASE:	MAKE	MODEL	SERIAL NO.	STOCK NO.	AMOUNT
	<u>GrabTec</u>	<u>RDX360-416</u>	_____	_____	\$ <u>26,330.00</u>
	_____	_____	_____	_____	\$ <u>0.00</u>
	_____	_____	_____	_____	\$ <u>0.00</u>
	_____	_____	_____	_____	\$ <u>0.00</u>

OPTIONS:

Grab Tec Demolition bucket with split grapple, Stucchi coupler, and hoses.

WARRANTY (WTY) – (NOTE: WARRANTY IS TAX EXEMPT):

FULL MACHINE WTY: CAP/EPG _____ TIME _____ HOURS _____ EXP \$ 0.00

POWERTRAIN WTY: CAP/EPG _____ TIME _____ HOURS _____ EXP \$ 0.00

AS IS WHERE IS: OTHER _____ EXP \$ 0.00

TOTAL PURCHASE PRICE: \$ \$26,330.00

LESS: TRADE-IN:	MAKE	MODEL	SERIAL NO.	STOCK NO.	AMOUNT
	_____	_____	_____	_____	\$ <u>0.00</u>
	_____	_____	_____	_____	\$ <u>0.00</u>

Less: Rental Credit \$ 0.00

Net Purchase Price \$ 26,330.00

State Sales Tax 0.000% \$ 0.00

City/County Taxes 0.000% \$ 0.00

Less: Down Payment \$ 0.00

BALANCE DUE ON DELIVERY: \$ 26,330.00

TYPE OF TRANSACTION: CASH FINANCED BY _____

WARRANTY - New Equipment is sold with a STANDARD WRITTEN WARRANTY OF THE MANUFACTURER, which is available on request. Purchaser acknowledges that it has been advised of the terms of said warranty. THIS IS THE SOLE WARRANTY, UNLESS OTHERWISE NOTED, WITH RESPECT TO THE EQUIPMENT.

THE MANUFACTURERS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. UNDER NO CIRCUMSTANCES WILL NUSS EQUIPMENT GROUP LLC BE LIABLE FOR ANY LOSS, EXPENSE OR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING IN CONNECTION WITH THE USE, OR INABILITY TO USE, THE MACHINE FURNISHED HEREUNDER.

I acknowledge receipt of a copy of this order which is understood to be subject to approval by the sales manager. _____ Sales Mgr.

Customer Signature _____ DATE _____



9403 Westgate Boulevard Duluth, MN 55810
218 221 4785 Email – scuster@nuss.grp

Kevin Koetz
City Of Grand Rapids
500 SE 4th Street
Grand Rapids, MN 55744

8/16/2022

Thank you for the opportunity to quote the Grab Tec grapple bucket for your L90H wheel loader.

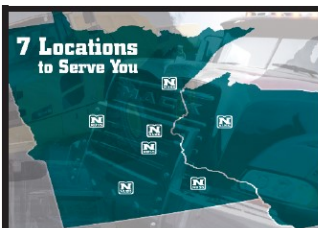
Grab Tec demolition bucket w/ split grapple

Price: \$26,330.00*

3.6yd with JRB 416 hooks
Multi-coupling Stuchi DP2-13
Grapple hoses
Lead time approximately 8 weeks

*Prices subject to all applicable taxes, effective to August 30, 2022. F.O.B Nuss Truck & Equipment Duluth MN. Lead times subject to change.

Sincerely,
Shane Custer
218-221-4785
scuster@nussgrp.com



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 22, 2022

AGENDA ITEM: Consider approving temporary liquor for Klockow Brewing event.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

Klockow Brewing has submitted an application for a temporary liquor permit for event scheduled for September 24, 2022. Insurance information and fees have been received.

REQUESTED COUNCIL ACTION:

Make a motion to approve temporary liquor permit for Klockow Brewing event on September 24, 2022.



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

Name of organization: Klockow Brewing Company, Inc. Date organized: 1/3/17 Tax exempt number: _____

Address: 36 SE 10th St City: Grand Rapids State: Minnesota Zip Code: 55744

Name of person making application: Andy Klockow Signature:  Business phone: 715-661-3510 Home phone: _____

Date(s) of event: 9/24/22 Type of organization: Club Charitable Religious Other non-profit

Organization officer's name: Andy Klockow City: Grand Rapids State: Minnesota Zip Code: 55744

Organization officer's name: Tasha Klockow City: Grand Rapids State: Minnesota Zip Code: 55744

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

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

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

Parking Lot of Klockow Brewing Company 36 SE 10th 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.

Itasca Reliable/EMC \$1,000,000/\$1,000,000

APPROVAL

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

City of Grand Rapids
City or County approving the license

\$20.00
Fee Amount

August 16, 2022
Date Fee Paid

August 22, 2022
Date Approved

September 24, 2022
Permit Date

kgibeau@ci.grand-rapids.mn.us
City or County E-mail Address

218-326-7600
City or County Phone Number

Signature City Clerk or County Official _____ Approved Director Alcohol and Gambling Enforcement _____

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

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 08/222/2022

AGENDA ITEM: Consider the appointment of Nathan Morlan to the position of Fire Mechanic with the Grand Rapids Fire Department.

PREPARED BY: Fire Chief-Travis Cole

BACKGROUND:

With the upcoming retirement of Rob Rima from the fire department, council accepted his resignation and approved filling his position at the last council meeting. The position has been posted and interviews were held on August 16, 2022. The interview committee of Fire Chief Travis Cole, 1st Assistant Chief John Linder, and 2nd Assistant Chief Shawn Graeber are recommending the appointment of Nathan Morlan to the position.

REQUESTED COUNCIL ACTION:

Make a motion to appoint Nathan Morlan to Fire Mechanic position with the Grand Rapids Fire Department at a rate of \$391.14 per month effective September 1, 2022.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 8-22-22

AGENDA ITEM: Consider a resolution declaring the intent of the city to reimburse certain expenditures from the proceeds of bonds.

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

The City intends to sell bonds to pay for a portion of the IRA Civic Center Improvement project. In order to pay for expenditures that are recognized prior to issuing bonds, the city council must pass the attached resolution.

REQUESTED COUNCIL ACTION:

Make a motion to approve a resolution declaring the intent of the city to reimburse certain expenditures from the proceeds of bonds.

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 22-

**DECLARING THE OFFICIAL INTENT OF
THE CITY TO REIMBURSE
CERTAIN EXPENDITURES FROM THE PROCEEDS
OF BONDS TO BE ISSUED BY THE CITY**

WHEREAS, the Internal Revenue Service has issued Treas. Reg. § 1.150-2 (the “Reimbursement Regulations”) providing that proceeds of tax-exempt obligations used to reimburse prior expenditures will not be deemed spent unless certain requirements are met; and

WHEREAS, the City of Grand Rapids, Minnesota (the “City”) expects to incur certain expenditures that may be financed temporarily from sources other than tax-exempt obligations, and reimbursed from the proceeds of a tax-exempt obligation;

WHEREAS, the City has determined to make this declaration of official intent (“Declaration”) to reimburse certain costs from proceeds of tax-exempt obligations in accordance with the Reimbursement Regulations.

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

1. The City proposes to undertake City Project 2021/P&R-1, IRA Civic Center Improvements.
2. The City reasonably expects to reimburse the expenditures made for certain costs of the Project from the proceeds of tax-exempt obligations in an estimated maximum principal amount of \$15,500,000 for CP 2021/P&R-1. All reimbursed expenditures will be capital expenditures, costs of issuance of the tax-exempt obligations, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.
3. This Declaration has been made not later than 60 days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of tax-exempt obligations, except for the following expenditures: (a) costs of issuance of tax-exempt obligations; (b) costs in an amount not in excess of \$100,000 or 5 percent of the proceeds of an issue; or (c) “preliminary expenditures” up to an amount not in excess of twenty percent (20%) of the aggregate issue price of the issue or issues that finance or are reasonably expected by the City to finance the project for which the preliminary expenditures were incurred. The term “preliminary expenditures” includes architectural, engineering, surveying, tax-exempt obligation issuance, and similar costs that are incurred prior to commencement of acquisition, construction or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.

4. This Declaration is an expression of the reasonable expectations of the City based on the facts and circumstances known to the City as of the date hereof. The anticipated original expenditures for the Project and the principal amount of the tax-exempt obligations described in paragraph 2 are consistent with the City's budgetary and financial circumstances. No sources other than proceeds of tax-exempt obligations to be issued by the City are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the City's budget or financial policies to pay such Project expenditures.

5. This Declaration is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

Adopted this 22nd day of August, 2022.

Dale Christy, Mayor

Attest:

Kimberly Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 22, 2022

AGENDA ITEM: Consider appointing additional election judges for 2022 General election.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

There has been some turnover in election judges following the Primary election. Because of the requirement to maintain party balance, we need to hire more judges to serve in the General election.

REQUESTED COUNCIL ACTION:

Make a motion to appoint Lola Seekman and Becky LaPlant as election judges, effective August 23, 2022.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 22, 2022

AGENDA ITEM: Adopt a resolution approving LG 230 Application for Off-Site Gambling for Grand Rapids Amateur Hockey Association.

PREPARED BY: Kim Gibeau

BACKGROUND:

GRAHA has submitted an application to conduct off-site gambling at the IRA Civic Center on June 24, 2023 and is requesting the City Council adopt a Resolution authorizing the permit.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution approving LG 230 Application to Conduct Off-Site Gambling for GRAHA.

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION 22 -

RESOLUTION APPROVING GRAND RAPIDS AMATEUR HOCKEY ASSOCIATION (GRAHA) OFF-SITE GAMBLING

WHEREAS, the Grand Rapids Amateur Hockey Association has presented the City Council of Grand Rapids an application to conduct off-site gambling at the IRA Civic Center, 1401 NW 3rd Avenue, Grand Rapids, MN; and

WHEREAS, the Gambling Control Board may not issue an off-site gambling permit without City Council approval.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Grand Rapids approved the LG230 Application for Off-Site Gambling for the Grand Rapids Amateur Hockey Association at 1401 NW 3rd Avenue, Grand Rapids, Minnesota on June 24, 2023.

Adopted by the council this 22nd day of August, 2022.

Dale Christy, Mayor

ATTEST:

Kimberly Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 8-22-22

AGENDA ITEM: Consider the resignation of Nathan Morlan and promote Jon Peterson to Building Official/Facility Manager

PREPARED BY: Tom Pagel

BACKGROUND:

Nathan Morlan has submitted his resignation as Building Official/Facility Manager effective September 2, 2022.

The City Administrator and Community Development Director are recommending the promotion of Jon Peterson from Building Inspector to Building Official/Facility Manager.

REQUESTED COUNCIL ACTION:

Make a motion to accept Nathan Morlan's resignation as Building Official/Facility Manager and promote Jon Peterson to the position of Building Official/Facility Manager with an annual salary of \$85,163.57 effective September 4, 2022.

8-19-2022

Dear City Council,

Please accept my resignation as City of Grand Rapids Building Official and Building Maintenance Manager. My last day of employment with the City of Grand Rapids in this capacity will be September 2, 2022. I will be available if staff has questions as the transition is made to replace my position. I appreciate the opportunity to have worked with the City Council, Department Heads and Staff for the City of Grand Rapids. I will also continue to serve as Paid on Call Firefighter for Grand Rapids Fire Department.

Thank you,

A handwritten signature in cursive script, appearing to read "Nathan Morlan".

Nathan Morlan



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 8-22-22

AGENDA ITEM: Consider a resolution awarding contracts for Bid Package 2 on the IRA Civic Center Improvement Project

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

Bids were opened publicly on Bid Package 2 for the IRA Civic Center on Wednesday, August 10, 2022. There were eight work scope packages for contractors to consider. The attached resolution identifies the work scopes, bidders, and their public bids for each scope. The resolution also recommends which bids and alternate bids to accept and award.

With these bids we now know that the total cost of the project is approximately \$15,500,000 which includes a contingency of \$1,060,000. At this time city staff is not recommending moving forward with parking lot improvements. If the current building contracts go well and there is sufficient contingency remaining, we will recommend additional parking lot improvements.

REQUESTED COUNCIL ACTION:

Make a motion to approve a resolution awarding contracts for the IRA Civic Center Improvement project.

Councilor _____ introduced the following resolution and moved for its adoption:

RESOLUTION NO. 22-_____

**A RESOLUTION ACCEPTING BIDS FOR
 BID PACKAGE 2
 IRA CIVIC CENTER IMPROVEMENTS
 CITY PROJECT 2021/P&R-1**

WHEREAS, pursuant to an advertisement for Bid Package 2 of the IRA Civic Center Improvements, which includes the demolition of roof structure, general construction, roofing system, ice rink and plant, fire suppression, mechanical, electrical, and elevator, bids were received, opened, and tabulated according to law, and the following bids were received complying with the advertisement:

Work Scope 2 – Demolition of Roof Structure

Bidder-	Base Bid
Landwehr Construction	\$274,900
TNT Group	\$971,190

Work Scope 3 – General Construction

Bidder	Base Bid	Alternate 1	Alternate 2	Alternate 3	Alternate 5
TNT Group	\$2,144,000	\$173,000	\$21,000	\$27,700	\$25,400
Hawk Construction	\$2,177,300	\$160,800	\$24,800	\$43,400	\$26,600

Work Scope 4 – Roofing System

Bidder	Base Bid
Thelen	\$728,000
MacDowell	\$799,700
Range Cornice	\$992,222

Work Scope 5 – Ice Rink and Plant

Bidder	Base Bid
Commercial Refrigeration	\$2,270,571

Work Scope 6 – Fire Suppression

Bidder	Base Bid	Alternate 2
Summit	\$195,900	\$10,200
LVC	\$237,623	\$24,537

Work Scope 7 – Mechanical

Bidder	Base Bid	Alternate 1	Alternate 2	Alternate 3	Alternate 4B
Rapids Plumbing	\$783,200	\$15,500	\$117,500	\$740	\$37,000
PSM	\$789,000	\$25,500	\$94,000	NB	\$25,500
JK Mechanical	\$944,000	\$15,000	\$146,000	NB	\$26,450
Iron Range	\$968,000	\$19,000	\$110,000	NB	NB

Work Scope 8 – Electrical

Bidder	Base Bid	Alternate 1	Alternate 2	Alternate 3	Alternate 6
Hart	\$910,000	\$6,165	\$32,263	\$1,150	\$9,000
Parsons	\$991,840	\$7,730	\$43,840	\$1,750	\$28,153
Nelson	\$1,114,700	\$6,800	\$58,300	\$4,400	NB
Hunt	\$1,145,225	\$732	\$8,476	\$1,829	NB

Work Scope 9 – Elevator

Bidder	Base Bid
Larson Elevator	\$125,000

WHEREAS, the City Building Official is recommending the following be awarded:

Bidder	Base Bid	Alternate 1	Alternate 3	Alternate 4	Alternate 5	Alternate 7
Landwehr – Work Scope 2	\$274,900					
TNT Group – Work Scope 3	\$2,144,000	\$173,000	\$27,700		\$25,400	
Thelen Roofing – Work Scope 4	\$728,000					
Commercial Refrigeration – Work Scope 5	\$2,270,571					
Summit Fire – Work Scope 6	\$195,900					
Rapids Plumbing & Heating – Work Scope 7	\$783,200	\$15,500	\$740	\$37,000		
Hart Electric – Work Scope 8	\$910,000	\$6,165	\$1,150			
Larson Elevator – Work Scope 9						\$125,000

WHEREAS, it appears that the low Contractors are responsible bidders, and;

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

The Mayor and Administrator are hereby authorized and directed to enter into a contracts with Landwerh, TNT Group, Thelen Roofing, Commercial Refrigeration, Summit Fire, Rapids Plumbing & Heating, Hart Electric, and Larson Elevator, as identified in the recommendation table above, in the name of the City of Grand Rapids for Grand Rapids City Project 2021/P&R-1 for a total contract amount stated above and in accordance to the plans and specifications therefore approved by the City Council and on file in the Office of the City Clerk.

Adopted by the Council this 22nd day of August, 2022.

Dale Christy, Mayor

ATTEST:

Kimberly Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 22, 2022

AGENDA ITEM: Consider adopting a resolution accepting a bench donation in honor of Jacqueline Dowell.

PREPARED BY: Matt Wegwerth

BACKGROUND:

The City has a dedicate a bench program where citizens can purchase and donate a bench dedicating it in honor of a person or persons. The paperwork and fee for a bench in honor of Jacqueline Dowell has been submitted and the bench is to be placed at the corner of 169 and Hwy 2 in front of Central School.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution accepting a bench donation in honor of Jacqueline Dowell.

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

RESOLUTION NO. 22-

A RESOLUTION ACCEPTING A \$2,446.37 DONATION FOR THE INSCRIPTION AND COST OF ONE PARK BENCH

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

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

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the listed donation and terms of the donor as follows:

- A donation in the amount of \$2,446.37 for the inscription and cost of a park bench to be placed on the corner of Hwy 169 and Hwy 2 in front of Central School.

Adopted this 22nd day of August 2022.

Dale Christy, Mayor

Attest:

Kim Johnson-Gibeau, City Clerk



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 22 2022

AGENDA ITEM: Consider adopting a resolution accepting a \$2,500 donation from First National Bank of Coleraine.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

The First National Bank of Coleraine has donated \$2,500 to pay for golf scorecards that include advertising for their financial institution.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution accepting a \$2,500 donation from First National Bank of Coleraine.

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

RESOLUTION NO. 22-

A RESOLUTION ACCEPTING A \$2,500.00 DONATION FROM FIRST NATIONAL BANK OF COLERAINE FOR ADVERTISING ON SCORECARDS AT THE POKEGAMA GOLF COURSE

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

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

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the listed donation and terms of the donor as follows:

- First National Bank of Coleraine has donated \$2,500 for advertising on scorecards at the Pokegama Golf Course.

Adopted this 22nd day of August, 2022

Dale Christy, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 22, 2022

AGENDA ITEM: Consider adopting a resolution accepting the donations, further detailed below, from McDonalds, SuperOne, Walmart, Pepsi, Culvers, Grand Rapids State Bank and Woodland Bank that supported 2022 Area Safety Camp.

PREPARED BY: Captain Andy Morgan

BACKGROUND:

Grand Rapids Police Department has coordinated a free Area Youth Safety Camp multiple times prior to the COVID-19 pandemic. This year's event was held on August 10, at the IRA Civic Center and was a wonderful day. Ninety-one (91) area youth participated and heard important safety messages from a number of area service providers (see attached Safety Camp Flyer).

As always GRPD is blessed to have great community partners, continuously committed to donating, making this event possible.

- Grand Rapids State Bank donated \$100
- Woodland Bank donated \$250
- McDonald's Restaurant donated burgers valued at approximately \$250
- SuperOne Foods donated apples valued at approximately \$200
- Wal-Mart donated potato chips and Gatorade valued at approximately \$225
- Pepsi donated bottled water valued at approximately \$150
- Culvers donated frozen custard valued at approximately \$250

We ask that the Council accept and recognize the above donations and the collaboration between the service providers that made this event a great success.

Requested council action:

Make a motion to adopting a resolution accepting donations from McDonalds, SuperOne, Walmart, Pepsi, Culvers, Grand Rapids State Bank and Woodland Bank that supported 2022 Area Safety Camp as presented.

SAFETY CAMP

Hosted by the Grand Rapids Police Department, Fire Departments, Itasca County Sheriffs Office, Army Corps of Engineers, Meds One Ambulance Service, Department of Natural Resources, Public Utilities, Public Works, Itasca County Public Health, and Itasca County SAR

August 10, 2022

9 AM TO 2:30 PM

AGES 8-14

FREE TO ALL

HELD AT THE IRA CIVIC CENTER

LUNCH WILL BE PROVIDED

PRIZES GIVEN AWAY

REGISTRATION FORMS CAN BE FOUND ON FACEBOOK:



CITY OF GRAND RAPIDS MN POLICE &



ITASCA COUNTY SHERIFF'S OFFICE



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

RESOLUTION NO. 22-

A RESOLUTION ACCEPTING A \$100 DONATION FROM GRAND RAPIDS STATE BANK AND A \$250 DONATION FROM WOODLAND BANK ALONG WITH FOOD DONATIONS VALUED AT APPROXIMATELY \$1,075 FROM MCDONALDS RESTAURANT, SUPERONE FOODS, WALMART, PEPSI AND CULVERS FOR THE CITY OF GRAND RAPIDS’ SAFETY CAMP

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

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

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the listed donations below for the benefit of conducting the City of Grand Rapids’ Safety Camp on August 10, 2022:

- Grand Rapids State Bank donated \$100
- Woodland Bank donated \$250
- McDonald’s Restaurant donated burgers valued at approximately \$250
- SuperOne Foods donated apples valued at approximately \$200
- Wal-Mart donated potato chips and Gatorade valued at approximately \$225
- Pepsi donated bottled water valued at approximately \$150
- Culvers donated frozen custard valued at approximately \$250

Adopted this 22nd day of August 2022

Dale Christy, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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