



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

CITY COUNCIL MEETING AGENDA
Monday, January 22, 2024
5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, January 22, 2024 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

PROCLAMATIONS/PRESENTATIONS:

1. Conduct Swearing In of Mayor Tasha Connelly.

POSITIVE HAPPENINGS IN THE CITY:

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

2. Approve Council minutes for Monday, January 8, 2024 Regular Meeting.

VERIFIED CLAIMS:

3. Approve the verified claims for the period January 3, 2024 to January 16, 2024 in the total amount of \$3,651,032.60 of which \$2,473,817.50 are debt service payments.

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

4. Acknowledge minutes for the following:

December 13, 2023 Library Board meeting
December 19, 2023 Golf Board Meeting

CONSENT AGENDA:

5. Consider entering into agreement with Paul Bunyan Communications.
6. Consider allowing the Police Department to sell a Glock 22 to a licensed dealer.
7. Consider approving final payment for Grand Rapids-Cohasset Industrial Park Infrastructure Project in the amount of \$254,351.01 and Balancing Change Order 3.

- [8.](#) Consider renewing the Personnel Dynamics Contract.
- [9.](#) Consider approving the purchase of an electronic message board
- [10.](#) Consider appointing Election Judges for 2024 Elections
- [11.](#) Consider approving the purchase of tool cabinets for Public Works
- [12.](#) Consider approving purchase of replacement backup server.
- [13.](#) Consider authorizing staff to seek quotes to complete stonework in the main lobby of Yanmar Arena.
- [14.](#) Consider adopting a resolution and approve a Cooperative Agreement with the State of Minnesota for the Crystal Lake Fishing Pier.
- [15.](#) Consider entering into a Fireworks Display Agreement with J&M Displays for a Fireworks Show to take place on July 4, 2024.
- [16.](#) Consider approving the purchase of twenty-three (23) Glock model 45 9mm handguns from Tactical Advantage and twenty-three (23) Trijicon optics, and flashlight from Glens Army Navy and to allow the police department to sell 14 department owned firearms to a local firearms dealer.
- [17.](#) Consider adopting a resolution authorizing the 2023 budgeted operating transfer from the Capital Equipment Replacement Fund to the Airport Capital Fund as of December 31, 2023.
- [18.](#) Consider submitting a Federal FY25 General Community Project Funding Request for improvements to Historic Central School
- [19.](#) Consider accepting a quote from Rapid Garage Door for installing a new coil overhead door at Yanmar Arena.
- [20.](#) Consider approving amended Council By-Laws
- [21.](#) Consider approving an amended Earned Sick and Safe Time (ESST) policy and amended ESST Employee Notice.

SET REGULAR AGENDA:

ADMINISTRATION:

- [22.](#) Consider accepting the resignation from Gary O'Brien from his position as Police Officer with the GRPD and authorize Human Resources to begin the process of advertising, interviewing, and hiring for the open position of Police Officer.

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

- [23.](#) Conduct a public hearing to consider the vacation of public right of way retained by the City of Grand Rapids described as Part of the N/S ROW located between the N 21 FT of LTS 6-7 BLK 6, Plat of Grand Rapids.

COMMUNITY DEVELOPMENT:

- [24.](#) Consider the adoption of a resolution either approving or denying the public vacation of right of way located at Part of the N/S ROW located between the N 21 FT of LTS 6-7 BLK 6, Plat of Grand Rapids

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

- [25.](#) Conduct a Public Hearing to consider the adoption of an Ordinance amending a section of Article VI Zoning within Chapter 30 Land Development Regulations.

COMMUNITY DEVELOPMENT:

- [26.](#) Consider the recommendation of the Planning Commission regarding the adoption of an ordinance, amending and updating a section of Article VI Zoning within Chapter 30 Land Development Regulations

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR FEBRUARY 12, 2024 AT 5:00 PM

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

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

ATTEST: Kimberly Gibeau, City Clerk



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CITY COUNCIL MEETING MINUTES
Monday, January 08, 2024
5:00 PM

Mayor Pro-tem Adams called the meeting to order at 5:00 PM.

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

STAFF: Tom Pagel, Chad Sterle, Barb Baird, Travis Cole, Lance Kuschel, Shawn Graeber, John Linder, Rob Mattei, Matt Wegwerth, Kevin Ott, Jeremy Nelson

CITY COUNCIL:

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

Mr. Pagel reviews the resignation of Mayor Christy from the City Council, provides information regarding standard process for filling the vacancy and process for filling an open Council seat through application process.

Motion made by Councilor MacGregor, Seconded by Councilor Adams to accept the resignation of Mayor Dale Christy, appoint Councilor Tasha Connelly as Mayor of the City of Grand Rapids through December 31, 2024, authorize staff to begin the process of filling the Council position and set January 29, 2025 Special Council meeting to interview candidates and select a Council member to complete the vacated term through December 31, 2024. Voting Yea: Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

ORGANIZATIONAL MEETING:

2. Designate an official newspaper for the City of Grand Rapids for 2024.

Motion made by Councilor Adams, Second by Councilor Sutherland to appoint the Grand Rapids Herald Review as the official newspaper for the City of Grand Rapids. Voting Yea: Councilor Adams, Mayor Connelly, Councilor MacGregor, Councilor Sutherland

3. Designate a Councilmember to serve as Mayor Pro-Tem for 2024

Tabled

4. Appoint Council representatives to Boards and Commissions

Tabled

5. Appoint Council representatives to selected agencies

Tabled

6. Consider approving the official meeting calendar for 2024.
Motion made by Councilor MacGregor, Second by Councilor Sutherland to approve the official meeting calendar for 2024. Voting Yea: Councilor Adams, Mayor Connelly, Councilor MacGregor, Councilor Sutherland
7. Consider appointing the following financial institutions as depository designations for 2024, and delegate the Finance Director or Finance Director's Designee authorization for electronic funds transfers.

Motion made by Councilor Adams, Second by Councilor Sutherland to appoint financial institutions as depository designations for 2024. Voting Yea: Councilor Adams, Mayor Connelly, Councilor MacGregor, Councilor Sutherland

PROCLAMATIONS/PRESENTATIONS:

8. Fire Captain Pinning Ceremony

Mayor Connelly conducted swearing in of Fire Captain Lance Kuschel and presided over pinning.

PUBLIC FORUM:

No one wished to speak.

COUNCIL REPORTS:

Councilor Adams attended meeting at Mesaba Metallics. Plan is to be producing pellets by 2026.

Councilor Sutherland provided update of status on Yanmar arena and outside rinks are ready and being utilized.

Mayor Connelly provided overview of recent GREDA meeting, indicating that the Downtown Plan study is moving forward.

APPROVAL OF MINUTES:

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

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

VERIFIED CLAIMS:

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

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

CONSENT AGENDA:

11. Consider authorizing the Police Department to enter into contract with service provider Steven E. Breitbarth, M. Div., LMFT.
12. Consider authorizing the Police Department to enter into contract with service provider Jean Kummerow, Ph.D., LP.
13. Consider authorizing the Police Department to sell one (1) city owned Community Service Officer squad through Mid State Auto online auction.
14. Consider approving a Supplemental Letter Agreement with SEH for Miscellaneous Services
15. Consider extending the current Lease Agreement between the City of Grand Rapids and Ray's Sport and Marine.
16. Consider approving the Workers Compensation coverage through the League of Minnesota Cities Insurance Trust
17. Consider adopting a resolution approving an operating transfer from the Capital Projects fund-2023 Infrastructure Bonds, and the Capital Fund PIR to the Capital Projects Fund-Grand Rapids Arts & Culture Projects.

Adopted Resolution 24-01

18. Consider approving the 2024-2026 Grand Rapids Police Security contract with Fairview Health Services.
19. Consider approving computer maintenance agreements for 2024 with Harris Computer Systems for \$30,027.46.
20. Consider accepting a proposal for design services related to the Highway 169 South Lighting Project, Phase 2
21. Consider adopting a resolution approving a loan to the Component Unit-Economic Development Authority.

Adopted Resolution 24-02

22. Consider approval of Pierringer Release with Hector Ismael Bello Ruiz
23. Approve hiring of PT Seasonal Warming House Attendant
24. Consider accepting the resignation of Seth Jetland from his position as GIS Technician and resignation of Michael LeClaire from his position as GIS Coordinator.
25. Consider approving the final payment for the Grand Rapids Library Façade Repair project in the amount of \$239,808.60 and Balancing Change Order 1.
26. Consider approving changes to Social Media Policy
27. Consider acknowledging notice of intent to amend City Council By-Laws
28. Consider an agreement with MacRostie Art for assistance with the Arts & Culture Commission
29. Consider approving change orders for Yanmar Arena Project

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

SET REGULAR AGENDA:

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

COMMUNITY DEVELOPMENT:

30. Consider adopting a resolution approving the conveyance of property to the Grand Rapids Economic Development Authority

Motion made by Councilor Adams, Second by Councilor MacGregor to **adopt Resolution 24-03**, approving conveyance of property to GREDA as presented. Voting Yea: Councilor Adams, Mayor Connelly, Councilor MacGregor, Councilor Sutherland

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

Motion made by Councilor MacGregor, Second by Councilor Sutherland to **adopt Resolution 24-04**, approving assignment and assumption of contract for private development in connection with Lakewood Apartments of Grand Rapids, LLC. Voting Yea: Councilor Adams, Mayor Connelly, Councilor MacGregor, Councilor Sutherland

ENGINEERING PUBLIC WORKS:

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

Motion made by Councilor Sutherland, Second by Councilor Adams to approve feasibility report and order plans and specs for CP 2010-1 as presented. Voting Yea: Councilor Adams, Mayor Connelly, Councilor MacGregor, Councilor Sutherland

33. Consider approving a Supplemental Letter Agreement with SEH related to CP 2010-1

Motion made by Councilor Adams, Second by Councilor MacGregor approving a supplemental letter agreement with SEH related to CP 2010-1 as presented. Voting Yea: Councilor Adams, Mayor Connelly, Councilor MacGregor, Councilor Sutherland

34. Consider adopting a resolution approving reimbursement of expenditures for CP 2010-1, 3rd Avenue/7th Street NE Project.

Motion made by Councilor Sutherland, Second by Councilor Adams to **adopt Resolution 24-05**, approving reimbursement of expenditures for CP 2010-1 as presented. Voting Yea: Councilor Adams, Mayor Connelly, Councilor MacGregor, Councilor Sutherland

35. Consider the purchase of Snow Plow Truck Equipment for the Public Works Department

Motion made by Councilor MacGregor, Second by Councilor Sutherland to approve purchase of snow plow truck equipment as requested. Voting Yea: Councilor Adams, Mayor Connelly, Councilor MacGregor, Councilor Sutherland

36. Consider entering into a purchase agreement with McKeon Roberts

Motion made by Councilor Adams, Second by Councilor MacGregor approving purchase agreement with McKeon Roberts. Voting Yea: Councilor Adams, Mayor Connelly, Councilor MacGregor, Councilor Sutherland

POLICE:

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

Motion made by Councilor Sutherland, Second by Councilor Adams to **adopt Resolution 24-06**, accepting donation from Kona Ice for the Grand Rapids Police Reserve Unit. Voting Yea: Councilor Adams, Mayor Connelly, Councilor MacGregor, Councilor Sutherland

ADJOURNMENT:

There being no further business, the meeting adjourned at 5:56 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk

DATE: 01/19/2024
 TIME: 09:46:29
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/22/2024

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
CITY WIDE		
0715808	GOVCONNECTION INC	109.38
0718000	GRAND RAPIDS ARTS	500.00
TOTAL CITY WIDE		609.38
ADMINISTRATION		
1215630	LOREN SOLBERG CONSULTING, LLC	1,600.00
1301020	MADDEN GALANTER HANSEN, LLP	700.00
TOTAL ADMINISTRATION		2,300.00
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM SERVICES	46.35
0301685	CARQUEST AUTO PARTS	80.03
0514200	ESC SYSTEMS SOUND & LIFE SAFE	678.00
TOTAL BUILDING SAFETY DIVISION		804.38
COMMUNITY DEVELOPMENT		
0221650	BURGGRAF'S ACE HARDWARE	8.99
0718060	GRAND RAPIDS HERALD REVIEW	112.44
TOTAL COMMUNITY DEVELOPMENT		121.43
FINANCE		
0914540	INNOVATIVE OFFICE SOLUTIONS LL	288.96
TOTAL FINANCE		288.96
FIRE		
0118100	ARAMARK UNIFORM SERVICES	27.88
0920060	ITASCA COUNTY TREASURER	50.68
TOTAL FIRE		78.56
INFORMATION TECHNOLOGY		
1415534	NORTHLAND FIRE & SAFETY INC	475.00
TOTAL INFORMATION TECHNOLOGY		475.00

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INVOICES DUE ON/BEFORE 01/22/2024

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
PUBLIC WORKS		
0103325	ACHESON TIRE INC	35.00
0301685	CARQUEST AUTO PARTS	546.86
0315455	COLE HARDWARE INC	91.05
0318225	CRESCENT ELECTRIC SUPPY CO	11,578.94
0401425	DAKOTA SUPPLY GROUP	129.75
0401804	DAVIS OIL INC	1,282.10
0601690	FASTENAL COMPANY	1,209.57
0612225	FLEETPRIDE INC	3,575.34
0920060	ITASCA COUNTY TREASURER	59.90
1301015	MACQUEEN EQUIPMENT INC	202.50
1303039	MCCOY CONSTRUCTION & FORESTRY	59.58
1315690	MORTON SALT	8,325.11
1415030	NAPA SUPPLY OF GRAND RAPIDS	111.16
1415444	NORTHLAND PORTABLES	255.00
1415545	NORTHLAND LAWN & SPORT, LLC	1,224.80
1920555	STOKES PRINTING & OFFICE	133.39
2018560	TROUT ENTERPRISES INC	2,650.00
T001419	218 TREE SERVICE LLC	1,250.00
	TOTAL PUBLIC WORKS	32,720.05
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	60.08
1301213	MARTIN'S SNOWPLOW & EQUIP	60.02
	TOTAL FLEET MAINTENANCE	120.10
POLICE		
0301685	CARQUEST AUTO PARTS	80.92
0920060	ITASCA COUNTY TREASURER	582.04
1309032	MID STATES ORGANIZED CRIME	150.00
1801611	RAPIDS RADIO LLC	405.00
1920233	STREICHER'S INC	980.44
	TOTAL POLICE	2,198.40
RECREATION		
0221650	BURGGRAF'S ACE HARDWARE	147.92
0315455	COLE HARDWARE INC	20.43
0920059	ITASCA COUNTY SHERIFFS DEPT	10.00
1200500	L&M SUPPLY	243.07
1901535	SANDSTROM'S INC	971.82
	TOTAL RECREATION	1,393.24

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INVOICES DUE ON/BEFORE 01/22/2024

VENDOR #	NAME	AMOUNT DUE
CENTRAL SCHOOL		
0118100	ARAMARK UNIFORM SERVICES	64.09
	TOTAL	64.09
AIRPORT		
0301685	CARQUEST AUTO PARTS	227.40
0315455	COLE HARDWARE INC	69.76
0318885	CRYOTECH DEICING TECHNOLOGY	25,686.01
0401804	DAVIS OIL INC	129.77
0504825	EDWARDS OIL INC	797.54
0920060	ITASCA COUNTY TREASURER	43.65
1608345	PHILS GARAGE DOOR	432.25
	TOTAL	27,386.38
CIVIC CENTER		
GENERAL ADMINISTRATION		
0221650	BURGGRAF'S ACE HARDWARE	87.39
1200500	L&M SUPPLY	9.48
2000150	TC LIGHTING SUPPLIES &	876.33
	TOTAL GENERAL ADMINISTRATION	973.20
STATE HAZ-MAT RESPONSE TEAM		
0312110	CLAREY'S SAFETY EQUIPMENT INC	977.62
	TOTAL	977.62
DOMESTIC ANIMAL CONTROL FAC		
0118100	ARAMARK UNIFORM SERVICES	30.00
1901535	SANDSTROM'S INC	91.25
	TOTAL	121.25
GO RFDG BONDS 2017B		
2100265	U.S. BANK	167,475.00
	TOTAL	167,475.00

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INVOICES DUE ON/BEFORE 01/22/2024

VENDOR #	NAME	AMOUNT DUE

GO ST RECON & CIP 2018A		
2100265	U.S. BANK	143,368.75
	TOTAL	143,368.75
GO & ABATEMENT BOND 2019A		
2100265	U.S. BANK	111,265.00
	TOTAL	111,265.00
GO STREET RECONST BONDS 2020A		
2100265	U.S. BANK	157,331.25
	TOTAL	157,331.25
GO & ABATEMENT BOND 2021B		
2100265	U.S. BANK	322,281.25
	TOTAL	322,281.25
GO IMP BONDS 2009C		
0315515	COMPUTERSHARE TRUST CO, NA	373,991.25
	TOTAL	373,991.25
GO IMP, CIP & REFUNDING 2010A		
0315515	COMPUTERSHARE TRUST CO, NA	63,368.75
	TOTAL	63,368.75
GO IMP & RFNDING BONDS 2011B		
0315515	COMPUTERSHARE TRUST CO, NA	74,616.25
	TOTAL	74,616.25

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INVOICES DUE ON/BEFORE 01/22/2024

VENDOR #	NAME	AMOUNT DUE

GO IMPROVEMENT BONDS 2012A		
0315515	COMPUTERSHARE TRUST CO, NA	168,081.25
	TOTAL	168,081.25
GO IMPRV RECONST BONDS 2013B		
2100265	U.S. BANK	309,843.75
	TOTAL	309,843.75
GO IMP BONDS 2014A		
2100265	U.S. BANK	225,715.00
	TOTAL	225,715.00
GO IMPRV RECONST BONDS 2016A		
2100265	U.S. BANK	154,180.00
	TOTAL	154,180.00
GO IMPRV RECONST BONDS 2017A		
2100265	U.S. BANK	159,637.50
	TOTAL	159,637.50
1ST AVE CONDO ABATEMENT		
0100000	1ST AVE CONDOMINIUMS LLC	22,709.48
	TOTAL	22,709.48
TIF 1-8 LAKEWOOD APTS		
1201450	LAKWOOD HEIGHTS	21,527.45
	TOTAL	21,527.45

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INVOICES DUE ON/BEFORE 01/22/2024

VENDOR #	NAME	AMOUNT DUE

TIF 1-6 OLD HOSPITAL BONDS		
2100265	U.S. BANK	42,662.50
	TOTAL	42,662.50
TIF 1-7 BLK 37 REDEVELOPMENT		
0718070	GRAND RAPIDS STATE BANK	7,193.31
	TOTAL	7,193.31
TIF 1-6 OLD HOSP HSING PAYGO		
0717989	GRAND PLAZA HOUSING	20,303.58
	TOTAL	20,303.58
TIF 1-10 RIVER HILLS APT		
1809793	RIVER HILLS OF GR, LLC	35,519.43
	TOTAL	35,519.43
TIF 1-11 SAWMILL INN REDEVELOP		
0718068	GRAND RAPIDS SAWMILL	17,335.98
	TOTAL	17,335.98
TIF 1-12 PILLARS/KTJ338, LLC		
1120300	KTJ 338, LLC	92,576.08
	TOTAL	92,576.08
TIF 1-13 UNIQUE OPPORTUNITIES		
2114354	UNIQUE OPPORTUNITIES	23,211.77
	TOTAL	23,211.77

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INVOICES DUE ON/BEFORE 01/22/2024

VENDOR #	NAME	AMOUNT DUE

GR/COHASSET IND PK INFRAST		
2000522	TNT CONSTRUCTION GROUP, LLC	254,351.01
	TOTAL	254,351.01
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-PUBLIC WORKS		
1401725	NATIONAL SIGNAL INC	11,677.29
	TOTAL CAPITAL OUTLAY-PUBLIC WORKS	11,677.29
CIVIC CENTER CAPITAL IMP PJT		
IRA CIVIC CENTER RENOVATION		
1801613	RAPIDS PRINTING	310.00
2112400	ULINE, INC	1,356.81
	TOTAL IRA CIVIC CENTER RENOVATION	1,666.81
STORM WATER UTILITY		
0401804	DAVIS OIL INC	228.96
0718060	GRAND RAPIDS HERALD REVIEW	89.45
1205090	LEAGUE OF MINNESOTA CITIES	1,070.00
1621125	PUBLIC UTILITIES COMMISSION	2,200.00
2018560	TROUT ENTERPRISES INC	81.00
	TOTAL	3,669.41
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$3,056,191.14
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T MOBILITY	4,193.16
0113105	AMAZON CAPITAL SERVICES	242.40
0114213	STEVE ANDERSON	300.00
0201356	BRUCE BAIRD	300.00
0201750	EVERETT BAUMGARNER	300.00
0205225	ANTHONY BEER	300.00
0212129	BLANDIN FOUNDATION	14,584.21
0218359	MARTY BRINK	300.00
0218755	CHARLES BRUEMMER	550.00
0221680	MATTHEW BUSH	550.00
0301650	JEFF CARLSON	925.00
0305530	CENTURYLINK QC	259.00
0309600	CIRCLE K/HOLIDAY	184.52

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CHECKS ISSUED-PRIOR	APPROVAL	
PRIOR APPROVAL		
0315454	TRAVIS COLE	47.00
0405310	DOMINIC DEGUISEPPPI	300.00
0409655	TIMOTHY DIRKES	925.00
0504615	JUSTIN EDMUNDSON	925.00
0514730	ENTERPRISE FM TRUST	11,639.68
0605191	FIDELITY SECURITY LIFE	106.54
0609700	CARL EDWARD FISCHER	300.00
0701505	JEREMY GAMBILL	47.00
0717988	SHAWN GRAEBER	47.00
0718015	GRAND RAPIDS CITY PAYROLL	295,330.04
0809190	JESSE HIDDE	300.00
0815545	LARRY HOOPMAN	300.00
0920055	ITASCA COUNTY RECORDER	20.00
1121150	ROBERT KUBECZKO	300.00
1121695	LANCE KUSCHEL	47.00
1205090	LEAGUE OF MINNESOTA CITIES	80.00
1205105	GREG LEASE	925.00
1215250	LOFFLER COMPANIES INC	692.85
1221520	SHERRIE LUNDQUIST	300.00
1301145	MARCO TECHNOLOGIES, LLC	130.10
1301146	MARCO TECHNOLOGIES, LLC	306.68
1301262	BRIAN MATTSON	925.00
1303352	MICHAEL J. MCINERNEY	300.00
1305725	METROPOLITAN LIFE INSURANCE CO	2,307.17
1309199	MINNESOTA ENERGY RESOURCES	139.37
1309256	MN MANAGEMENT & BUDGET	3,140.00
1309304	MN DEPT OF PUBLIC SAFETY	100.00
1309332	MN STATE RETIREMENT SYSTEM	43,440.62
1309357	STATE OF MINNESOTA	48.00
1315295	CHAD MOEN	300.00
1315630	ASHLEY MORAN	925.00
1321750	MUTUAL OF OMAHA	473.22
1325445	RANDY MYHRER	15,000.00
1415026	MICHELLE NORRIS	925.00
1502645	GARY O'BRIEN	925.00
1516220	OPERATING ENGINEERS LOCAL #49	118,694.00
1518550	MATTHEW O'ROURKE	925.00
1601750	PAUL BUNYAN COMMUNICATIONS	1,357.85
1615500	SHAUN POMPLUN	925.00
1618600	BRYCE PRUDHOMME	925.00
1621130	P.U.C.	33,591.43
1801503	MICHAEL RANDALL	300.00
1815225	JEFF DAVID ROERICK	925.00
1901820	WILLIAM SAW	925.00
1903555	ERIK SCOTT	74.67
1903557	TROY SCOTT	925.00

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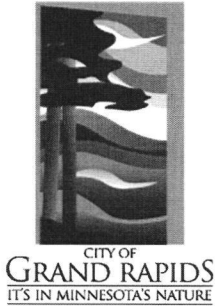
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INVOICES DUE ON/BEFORE 01/22/2024

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1909500	TONY SIMONSON	300.00
1913344	HEATH SMITH	925.00
2000100	TASC	33.75
2209665	VISA	4,044.30
2209705	VISIT GRAND RAPIDS INC	20,788.38
2301700	WM CORPORATE SERVICES, INC	3,112.77
2305300	MATTHEW WEGWERTH	163.75
2309452	JEFF ERIK WILSON	300.00
2309538	ALLEN WINDT	300.00
T001348	CITY OF SAINT PAUL	300.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$594,841.46
TOTAL ALL DEPARTMENTS		\$3,651,032.60



GRAND RAPIDS AREA LIBRARY BOARD MEETING MINUTES

Wednesday, December 13, 2023

5:00 PM

CALL TO ORDER: NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Area Library Board will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Wednesday, DECEMBER 13, 2023 at 5:00 PM.

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

CALL OF ROLL:

Present: Barr, Blocker, Dobbs, Lassen, Martin, Richards, Squadroni, Teigland

Absent: Kee

Staff: Will Richter

APPROVAL OF AGENDA:

Motion to approve agenda as presented.

Mover: Blocker

Secunder: Richards

Result: passed unanimously

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

None

APPROVAL OF MINUTES:

1. Consider approval of Library Board Meeting Minutes from 11-08-2023.

Motion to approve minutes as presented.

Mover: Richards

Secunder: Dobbs

Result: passed unanimously

COMMUNICATIONS:

None

FINANCIAL REPORT & CLAIMS (Roll Call Vote Required):

2. Review financial reports and consider approval of Library Bill List.

Motion to approve payment of Bill List as presented.

Mover: Teigland

Second: Blocker

Result: passed 8-0 (roll-call vote)

CONSENT AGENDA (Roll Call Vote Required):

3. Consider accepting donations as listed on the attached resolution.
4. Consider payment of late bill from Unique Management Services, Inc. in the amount of \$209.70.
5. Consider approval of late bill from Baker & Taylor in the amount of \$421.13.

Motion to approve the Consent Agenda as presented.

Mover: Barr

Second: Richards

Result: passed 8-0 (roll-call vote)

REGULAR AGENDA:

6. Board member terms.

Informational: City Council will make appointments at future meeting.

UPDATES:

Friends

By Teigland – C theme pop-up book sale made \$757!!

Foundation

By Barr – Met in late November and set schedule for 2024.

STAFF REPORTS:

7. Review Library Reports and Statistics

Informational – no action taken.

ADJOURNMENT:

Chair Martin adjourned the meeting at 5:31 PM.

NEXT REGULAR MEETING IS SCHEDULED FOR JANUARY 10, 2024, AT 5:00 PM.

ATTEST: Will Richter, Director of Library Services

DATE: 12/06/2023
 TIME: 14:09:31
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 12/13/2023

VENDOR #	NAME	AMOUNT DUE

PUBLIC LIBRARY		
0118100	ARAMARK UNIFORM SERVICES	112.48
0118660	ARROWHEAD LIBRARY SYSTEM	28.70
0201428	BAKER & TAYLOR LLC	3,021.31
0212124	BLACKSTONE PUBLISHING	411.72
0305485	CENGAGE LEARNING INC	215.21
0502705	EBSCO SUBSCRIPTION SERVICE	5,504.22
0718010	CITY OF GRAND RAPIDS	11,000.00
0914540	INNOVATIVE OFFICE SOLUTIONS LL	375.37
1401650	NARDINI FIRE EQUIPMENT CO INC	2,131.00
1605665	PERSONNEL DYNAMICS LLC	550.80
1612225	PLAYAWAY PRODUCTS LLC	1,160.78
1821700	MICHAEL RUSSELL	2,210.00
1901535	SANDSTROM'S INC	158.37
2005150	TECH LOGIC CORPORATION	442.00
2114356	UNIQUE MANAGEMENT SERVICES	629.10

TOTAL UNPAID TO BE APPROVED IN THE SUM OF: \$27,951.06

CHECKS ISSUED-PRIOR APPROVAL
 PRIOR APPROVAL

0100053	AT&T MOBILITY	54.46
0113105	AMAZON CAPITAL SERVICES	212.74
0605191	FIDELITY SECURITY LIFE	6.90
0718015	GRAND RAPIDS CITY PAYROLL	64,821.12
1209520	EMILY LINDNER	150.00
1301146	MARCO TECHNOLOGIES, LLC	119.08
1305725	METROPOLITAN LIFE INSURANCE CO	76.14
1309199	MINNESOTA ENERGY RESOURCES	76.71
1309335	MINNESOTA REVENUE	64.24
1516220	OPERATING ENGINEERS LOCAL #49	9,612.00
1601750	PAUL BUNYAN COMMUNICATIONS	323.02
1618119	ISABELLA A PRATTO	50.00
1618120	MADELYN R PRATTO	50.00
1621130	P.U.C.	2,204.90
2209665	VISA	482.50
2301700	WM CORPORATE SERVICES, INC	141.62

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$78,445.43

TOTAL ALL DEPARTMENTS \$106,396.49

RESOLUTION NO. 2023-14
A RESOLUTION ACCEPTING DONATIONS

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

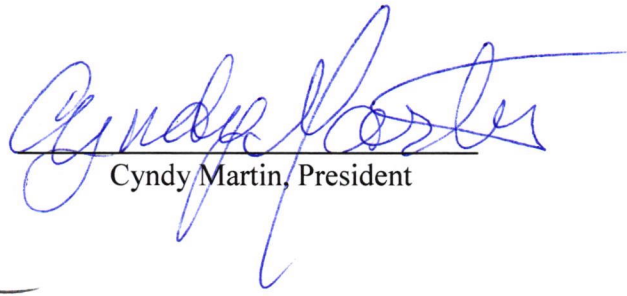
WHEREAS, every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members,

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

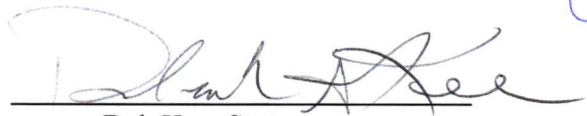
Library Friends - \$1,417; 417.00 reimbursement for Book Page, \$1,000 Children's Tech Grant

Library Foundation - \$1,007.14 Large Print Collection Enhancement

Adopted this 13th day of December 2023



Cyndy Martin, President



Deb Kee, Secretary

Item 4.
Item 4.



Unique Management Services, Inc.
119 East Maple Street
Jeffersonville, IN 47130

Invoice

Date	Invoice #
12/1/2023	6119840

Bill To
Grand Rapids Area Library Attn: Will Richter 140 NE 2nd Street Grand Rapids, MN 55744

SEND REMITTANCE TO:
119 E. Maple Street
Jeffersonville, IN 47130

Description	P.O. No.	Terms	Client No.
	Qty	Rate	Amount
		NET 30	1634
11-07 Placements	5	11.65	58.25
11-14 Placements	5	11.65	58.25
11-21 Placements	5	11.65	58.25
11-28 Placements	5	11.65	58.25
Credit for accounts closed by client prior to beginning the collection process	2	-11.65	-23.30
Total cumulative recovery of \$87,838.77, yielding an ROI of 4.45 to 1.			
Thank you for your business.	Total		\$ 209.70
	Payments/Credits		\$ -
	Balance Due		\$ 209.70

GRAND RAPIDS AREA LIBRARY
140 NE 2ND STREET
GRAND RAPIDS MN 55744



INVOICE

INVOICE #: 2037945645
INVOICE DATE: 11/16/23
ACCOUNT #: 209977 L025981 2 B00000
ATS #: MOM9349817
PAGE: 001

Item 4.

AP 11/30 DEL

FED TAX ID:
SHIPPED FROM: MOMENCE
CUSTOMER SERVICE:
CREDIT: 800.340.5370/INTL 704.998.3399
GST/TAX ID#: 00 00000000000000
PON#:

BILL TO: ACCOUNT #: 209977 L025981 2 B00000
SAN #:
NAME: GRAND RAPIDS AREA LIBRARY
ADDRESS: 140 NE 2ND STREET
GRAND RAPIDS MN 55744

SHIP TO: ACCOUNT #: 209977 L025981 2 000000
SAN #: 3085937 0001
NAME: GRAND RAPIDS AREA LIBRARY
ADDRESS: 140 NE 2ND STREET
GRAND RAPIDS MN 55744

ALL CLAIMS MUST BE MADE WITHIN 45 DAYS OF INVOICE. RETURN AUTHORIZATION REQUIRED. NOT RESPONSIBLE FOR GOODS SENT UNINSURED.

QTY	TITLE	AUTHOR	TYPE	ISBN	PUB.	PRICE	DISC.	NET PRICE	EXTENDED PRICE	
	BT ORDER #	CUSTOMER PO #	FUND #	CUST REF #	ISBN-10		VAS			
1	ALEX CROSS MUST DIE 82802654	AYAT	PATTERSON, JAME	HRD 0000000001	9780316402484 0316402486	LITTL	30.00	44.6%	16.62	16.62
1	INHERITANCE 82802654	AYAT	ROBERTS, NORA	HRD 0000000002	9781250288325 1250288320	STMAR	30.00	44.6%	16.62	16.62
1	BALL AT VERSAILLES 82802654	AYAT	STEEL, DANIELLE	HRD 0000000003	9780593498347 0593498348	RANDO	28.99	44.6%	16.06	16.06
1	WHEN THE STARS CAME HOME 83121722	JUVNOV2023	LUBY, BRITTANY	SAL 598641494	9780316592499 0316592498	LITLC	18.99	20.1%	15.17	15.17
1	DECORATE THE TREE 83062363	JUVOCT2023	JONES, AMANDA J	HRD 600435207	9781949480566 1949480569	ABRJV	15.99	44.6%	8.86	8.86
1	PAUL BUNYAN 83062363	JUVOCT2023	KELLOGG, STEVEN	PBD 601214491	9781451764949 1451764944	PPBTH	19.99	0.0%	19.99	19.99
1	BERSERK OF GLUTTONY 3 83147647	LIGHTNOVEL	ICHIKA, ISSHIKI	PAP 609012594	9781648272424 1648272428	RADMH	14.99	35.0%	9.74	9.74
1	BERSERK OF GLUTTONY 4 83147647	LIGHTNOVEL	ICHIKA, ISSHIKI	PAP 609012728	9781648273384 1648273386	RADMH	14.99	35.0%	9.74	9.74
1	BERSERK OF GLUTTONY 5 83147647	LIGHTNOVEL	ICHIKA, ISSHIKI	PAP 609012794	9781638581277 1638581274	RADMH	14.99	35.0%	9.74	9.74
9	PAGE TOTAL USD CURRENCY								122.54	

INVOICE

QTY	TITLE	AUTHOR	TYPE	ISBN	PUB.	PRICE	DISC.	NET PRICE	EXTENDED PRICE	
	BT ORDER #	CUSTOMER PO #	FUND #	CUST REF #	ISBN-10		VAS			
1	BERSERK OF GLUTTONY 6 83147647	LIGHTNOVEL	ICHIKA, ISSHIKI	PAP 609012865	9781638582281 1638582289	RADMH	14.99	35.0%	9.74	9.74
1	GOBLIN SLAYER 83147647	LIGHTNOVEL	KAGYU, KUMO	PAP 609038581	9781975325022 1975325028	YENPR	15.00	35.0%	9.75	9.75
1	GOBLIN SLAYER 13 83147647	LIGHTNOVEL	KAGYU, KUMO	PAP 609038640	9781975333492 1975333497	YENPR	15.00	35.0%	9.75	9.75
1	GOBLIN SLAYER LIGHT NOVEL 14 83147647	LIGHTNOVEL	KAGYU, KUMO	PAP 609038672	9781975345594 1975345592	YENPR	15.00	35.0%	9.75	9.75
1	GOBLIN SLAYER 15 83147647	LIGHTNOVEL	KAGYU, KUMO	PAP 609038747	9781975350161 1975350162	YENPR	15.00	35.0%	9.75	9.75
1	SUGAR APPLE FAIRY TALE THE SILVER SUGAR 83147647	LIGHTNOVEL	MIKAWA, MIRI	PAP 609036049	9781975351014 1975351010	YENPR	15.00	35.0%	9.75	9.75
1	STRANGE ADVENTURE OF A BROKE MERCENARY 2 83147647	LIGHTNOVEL	MINE	PAP 608997847	9781648274404 1648274404	RADMH	14.99	35.0%	9.74	9.74
1	STRANGE ADVENTURE OF A BROKE MERCENARY 3 83147647	LIGHTNOVEL	MINE	PAP 608997976	9781648274589 1648274587	RADMH	14.99	35.0%	9.74	9.74
1	STRANGE ADVENTURE OF A BROKE MERCENARY 4 83147647	LIGHTNOVEL	MINE	PAP 608998092	9781638581550 163858155X	RADMH	14.99	35.0%	9.74	9.74
1	STRANGE ADVENTURE OF A BROKE MERCENARY 5 83147647	LIGHTNOVEL	MINE	PAP 608999023	9781638582892 1638582890	RADMH	14.99	35.0%	9.74	9.74
1	STRANGE ADVENTURE OF A BROKE MERCENARY L 83147647	LIGHTNOVEL	MINE	PAP 608999290	9781638587521 1638587523	RANDJ	14.99	35.0%	9.74	9.74
1	STRANGE ADVENTURE OF A BROKE MERCENARY 83147647	LIGHTNOVEL	MINE	PAP 608999369	9781638588702 1638588708	RADMH	14.99	35.0%	9.74	9.74
1	MISANTHROPE TEACHES A CLASS FOR DEMI 1 83147647	LIGHTNOVEL	NATSUME, KURUSU	PAP 609037042	9781975371050 1975371054	YENPR	15.00	35.0%	9.75	9.75
1	SPY CLASSROOM 2 83147647	LIGHTNOVEL	SEUKANAME	PAP 540652539	9781975345129 1975345126	YENPR	13.00	35.0%	8.45	8.45
1	SPY CLASSROOM 1 83147647	LIGHTNOVEL	SEUKANAME	PAP 540652556	9781975338886 197533888X	YENPR	13.00	35.0%	8.45	8.45
1	HAUNTED BOOKSTORE GATEWAY TO A PARALLEL 83147647	LIGHTNOVEL	SHINOBUMARU	PAP 514499420	9781648276613 164827661X	RADMH	14.99	35.0%	9.74	9.74
1	HAUNTED BOOKSTORE GATEWAY TO A PARALLEL 83147647	LIGHTNOVEL	SHINOBUMARU	PAP 514499449	9781648276620 1648276628	RADMH	14.99	35.0%	9.74	9.74
1	HAUNTED BOOKSTORE GATEWAY TO A PARALLEL 83147647	LIGHTNOVEL	SHINOBUMARU	PAP 514499640	9781638582885 1638582882	RADMH	14.99	35.0%	9.74	9.74
1	HAUNTED BOOKSTORE GATEWAY TO A PARALLEL 83147647	LIGHTNOVEL	SHINOBUMARU	PAP 608996927	9781685796310 1685796311	RADMH	14.99	35.0%	9.74	9.74
1	TO FORGET IS ANNETTE 83147647	LIGHTNOVEL	TAKEMACHI	PAP 609027851	9781975338824 1975338820	YENPR	15.00	35.0%	9.75	9.75
1	SPY CLASSROOM LIGHT NOVEL 6 PANDEMONIUM 83147647	LIGHTNOVEL	TAKEMACHI	PAP 609028519	9781975350284 1975350286	YENPR	15.00	35.0%	9.75	9.75
1	WORLDS FINEST ASSASSIN GETS REINCARNATED 83147647	LIGHTNOVEL	TSUKIYO, RUI	PAP 547243462	9781975343323 1975343328	YENPR	15.00	35.0%	9.75	9.75
22	PAGE TOTAL USD CURRENCY								211.79	

INVOICE #: 2037945645
 INVOICE DATE: 11/16/23
 ACCOUNT #: 209977 L025981 2 B00000
 ATS #: MOM9349817

INVOICE

PAGE: 003

QTY	TITLE	AUTHOR	TYPE	ISBN	PUB.	PRICE	DISC.	NET PRICE	EXTENDED PRICE	
	BT ORDER #	CUSTOMER PO #	FUND #	CUST REF #	ISBN-10		VAS			
1	DEVIL IS A PART TIMER 20 83147647		WAGAHARA, SATOS	PAP 609035012	9781975316365 1975316363	YENPR	15.00	35.0%	9.75	9.75
1	SPIDER WOMANS DAUGHTER 82971526	LIGHTNOVEL LP23	HILLERMAN, ANNE	PAP 596105680	9780062278579 0062278576	HPCLP	28.99	35.0%	18.84	18.84
1	SONG OF THE LION 82971526	LP23	HILLERMAN, ANNE	PAP 596105802	9780062644275 0062644270	HPCLP	29.99	35.0%	19.49	19.49
1	COLUMN OF FIRE 83111601	YA0CT23	FOLLETT, KEN	HRD 606326628	9780525954972 052595497X	PENGU	36.00	44.6%	19.94	19.94
1	BITTERSWEET IN THE HOLLOW 83111601	YA0CT23	PEARSALL, KATE	HRD 605745045	9780593531020 0593531027	PENGJ	18.99	44.6%	10.52	10.52
5	PAGE TOTAL									78.54
36	USD CURRENCY									
	SUB TOTAL									412.87
	USD CURRENCY									

FREIGHT SURCHARGE 8.26

TOTAL AMOUNT DUE	421.13
REMIT TO:	BAKER & TAYLOR P.O. BOX 277930 ATLANTA, GA 30384-7930
PLEASE INDICATE INVOICE # ON YOUR REMITTANCE	

TERMS: 00 NET 30 DAYS
AMOUNTS BILLED IN USD

ACCOUNT #: L025981-00000
ATS #: MOM9349817BT
CUSTOMER PO#: *VARIOUS PO-S*
CUSTOMER SERVICE: lemastc@baker-taylor.com

CARTON #: 1
CARRIER: UPS GROUND MN/IA
PACK DATE: 11/16/23
PAGE: 1

CONTAINER #: 363227717 - 000



SHIP TO:
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140 NE 2ND STREET
GRAND RAPIDS MN 55744

FROM:
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QTY	TITLE AUTHOR	TYPE	PUB	ISBN - 10 DIGIT	PRICE	DISC.	EXT. PRICE	CUST. PO #
				ISBN - 13 DIGIT				CUST. REF. ID#
1	ALEX CROSS MUST DIE **ON SALE DATE>11/20/23**	HARDC	LITTL	0316402486 9780316402484	30.00	44.60	16.62	0000000001 AYAT
1	BALL AT VERSAILLES **ON SALE DATE>11/21/23**	HARDC	RANDO	0593498348 9780593498347	28.99	44.60	16.06	0000000003 AYAT
1	BERSERK OF GLUTTONY 5 ICHIKA, ISSHIKI	PAP	RADMH	1638581274 9781638581277	14.99	35.00	9.74	609012794 LIGHTNOVEL
1	BERSERK OF GLUTTONY 6 ICHIKA, ISSHIKI	PAP	RADMH	1638582289 9781638582281	14.99	35.00	9.74	609012865 LIGHTNOVEL
1	BITTERSWEET IN THE HOLLOW PEARSALL, KATE	HARDC	PENGJ	0593531027 9780593531020	18.99	44.60	10.52	605745045 YAOCT23
1	COLUMN OF FIRE FOLLETT, KEN	HARDC	PENGU	052595497X 9780525954972	36.00	44.60	19.94	606326628 YAOCT23
1	DECORATE THE TREE JONES, AMANDA JANE	HARDC	ABRJV	1949480569 9781949480566	15.99	44.60	8.86	600435207 JUVUCT2023
1	DEVIL IS A PART TMR 20 WAGAHARA, SATOSHI	PAP	YENPR	1975316363 9781975316365	15.00	35.00	9.75	609035012 LIGHTNOVEL
1	GOBLIN SLAYER KAGYU, KUMO	PAP	YENPR	1975325028 9781975325022	15.00	35.00	9.75	609038581 LIGHTNOVEL
1	GOBLIN SLAYER 13 KAGYU, KUMO	PAP	YENPR	1975333497 9781975333492	15.00	35.00	9.75	609038640 LIGHTNOVEL
1	GOBLIN SLAYER 15 KAGYU, KUMO	PAP	YENPR	1975350162 9781975350161	15.00	35.00	9.75	609038747 LIGHTNOVEL
1	HAUNTED BOOKSTORE GATEWAY TO A PARA SHINOBUMARU	PAP	RADMH	164827661X 9781648276613	14.99	35.00	9.74	514499420 LIGHTNOVEL
1	HAUNTED BOOKSTORE GATEWAY TO A PARA SHINOBUMARU	PAP	RADMH	1638582882 9781638582885	14.99	35.00	9.74	514499640 LIGHTNOVEL
1	HAUNTED BOOKSTORE GATEWAY TO A PARA SHINOBUMARU	PAP	RADMH	1685796311 9781685796310	14.99	35.00	9.74	608996927 LIGHTNOVEL
1	INHERITANCE **ON SALE DATE>11/21/23**	HARDC	STMAR	1250288320 9781250288325	30.00	44.60	16.62	0000000002 AYAT
1	MISANTHROPE TEACHES A CLASS FOR DEM NATSUME, KURUSU	PAP	YENPR	1975371054 9781975371050	15.00	35.00	9.75	609037042 LIGHTNOVEL
1	PAUL BUNYAN KELLOGG, STEVEN	HARDC	PPBTM	1451764944 9781451764949	19.99		19.99	601214491 JUVUCT2023
1	SONG OF THE LION HILLERMAN, ANNE	PAP	HPCLP	0062644270 9780062644275	29.99	35.00	19.49	596105802 LP23
1	SPIDER WOMANS DAUGHTER HILLERMAN, ANNE	PAP	HPCLP	0062278576 9780062278579	28.99	35.00	18.84	596105680 LP23
1	SPY CLASSROOM LIGHT NOVEL 6 PANDEMO TAKEMACHI	PAP	YENPR	1975350286 9781975350284	15.00	35.00	9.75	609028519 LIGHTNOVEL

CARTON PACKING LIST

THIS IS NOT AN INVOICE

Item 4.
Item 5.

ACCOUNT #: L025981-00000
ATS #: MOM9349817BT
CUSTOMER PO#: *VARIOUS PO-S*
CUSTOMER SERVICE: lemastc@baker-taylor.com

CARTON #: 1
CARRIER: UPS GROUND MN/IA
PACK DATE: 11/16/23
PAGE: 2

CONTAINER #: 363227717 - 000



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QTY	TITLE AUTHOR	TYPE	PUB	ISBN - 10 DIGIT	PRICE	DISC.	EXT. PRICE	CUST. PO #
				ISBN - 13 DIGIT				CUST. REF. ID#
1	SPY CLASSROOM 1 SEUKANAME	PAP	YENPR	197533888X 9781975338886	13.00	35.00	8.45	540652556 LIGHTNOVEL
1	SPY CLASSROOM 2 SEUKANAME	PAP	YENPR	1975345126 9781975345129	13.00	35.00	8.45	540652539 LIGHTNOVEL
1	STRANGE ADVENTURE OF A BROKE MERCEN MINE	PAP	RADMH	1638588708 9781638588702	14.99	35.00	9.74	608999369 LIGHTNOVEL
1	STRANGE ADVENTURE OF A BROKE MERCEN MINE	PAP	RANDJ	1638587523 9781638587521	14.99	35.00	9.74	608999290 LIGHTNOVEL
1	STRANGE ADVENTURE OF A BROKE MERCEN MINE	PAP	RADMH	1648274587 9781648274589	14.99	35.00	9.74	608997976 LIGHTNOVEL
1	STRANGE ADVENTURE OF A BROKE MERCEN MINE	PAP	RADMH	163858155X 9781638581550	14.99	35.00	9.74	608998092 LIGHTNOVEL
1	STRANGE ADVENTURE OF A BROKE MERCEN MINE	PAP	RADMH	1638582890 9781638582892	14.99	35.00	9.74	608999023 LIGHTNOVEL
1	SUGAR APPLE FAIRY TALE THE SILVER S MIKAWA, MIRI	PAP	YENPR	1975351010 9781975351014	15.00	35.00	9.75	609036049 LIGHTNOVEL
1	TO FORGET IS ANNETTE TAKEMACHI	PAP	YENPR	1975338820 9781975338824	15.00	35.00	9.75	609027851 LIGHTNOVEL
1	WHEN THE STARS CAME HOME **ON SALE DATE>11/21/23**	HARDC	LITLC	0316592498 9780316592499	18.99	20.10	15.17	598641494 JUVNOV2023
1	WORLDS FINEST ASSASSIN GETS REINCAR TSUKIYO, RUI	PAP	YENPR	1975343328 9781975343323	15.00	35.00	9.75	547243462 LIGHTNOVEL

31 TOTAL UNITS PACKED IN CARTON TOTAL PRICE 568.83 364.16 TOTAL EXTENDED PRICE

FOR INSTRUCTIONS ON SUBMITTING RETURNS PLEASE VISIT http://www.btol.com/pdfs>Returns_Library.pdf
ALL CLAIMS MUST BE MADE WITHIN 45 DAYS FROM RECEIPT OF GOODS.

36
28

BAKER & TAYLOR RETURN AUTHORIZATION FORM

CUSTOMER NAME:
 GRAND RAPIDS AREA LIBRARY
 140 NE 2ND STREET
 GRAND RAPIDS MN 55744

ACCOUNT #: L025981-00000

CUSTOMER PO #: *VARIOUS PO-S*

PACK DATE: 11/16/23

FROM:

GRAND RAPIDS AREA LIBRARY
 ACCOUNT #: L025981-00000
 ATS #: MOM9349817BT
 140 NE 2ND STREET
 GRAND RAPIDS MN 55744

Item 4.
 Item 5.

TO:

Baker & Taylor
 Dept R
 251 Mt. Olive Church Road
 Commerce, GA 30599

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MOM9349817BT

CONTAINER:
 363227717 - 000

PAGE: 1

* RTA # _____

QTY	REASON CODE	TITLE	ISBN - 13 DIGIT	ISBN - 10 DIGIT
		ALEX CROSS MUST DIE	9780316402484	0316402486
		BALL AT VERSAILLES	9780593498347	0593498348
		BERSERK OF GLUTTONY 5	9781638581277	1638581274
		BERSERK OF GLUTTONY 6	9781638582281	1638582289
		BITTERSWEET IN THE HOLLOW	9780593531020	0593531027
		COLUMN OF FIRE	9780525954972	052595497X
		DECORATE THE TREE	9781949480566	1949480569
		DEVIL IS A PART TIMER 20	9781975316365	1975316363
		GOBLIN SLAYER	9781975325022	1975325028
		GOBLIN SLAYER 13	9781975333492	1975333497
		GOBLIN SLAYER 15	9781975350161	1975350162
		HAUNTED BOOKSTORE GATEWAY TO A PARALLEL	9781648276613	164827661X
		HAUNTED BOOKSTORE GATEWAY TO A PARALLEL	9781638582885	1638582882
		HAUNTED BOOKSTORE GATEWAY TO A PARALLEL	9781685796310	1685796311
		INHERITANCE	9781250288325	1250288320
		MISANTHROPE TEACHES A CLASS FOR DEMI 1	9781975371050	1975371054
		PAUL BUNYAN	9781451764949	1451764944
		SONG OF THE LION	9780062644275	0062644270
		SPIDER WOMANS DAUGHTER	9780062278579	0062278576
		SPY CLASSROOM LIGHT NOVEL 6 PANDEMONIUM	9781975350284	1975350286

REASON CODES:

DAM - DAMAGED NC - INCORRECT QUANTITY/BINDING/EDITION/PROCESSING ETC.
 DEF - DEFECTIVE REQ - CUSTOMER REQUEST

IMPORTANT:

* IF ACCOUNT # PREFIX IS ANYTHING OTHER THAN "T", CALL CUSTOMER SERVICE FOR AN RTA # - lemasc@baker-taylor.com
 ALL CLAIMS MUST BE MADE WITHIN 45 DAYS FROM RECEIPT OF GOODS.
 USE THIS FORM FOR MAKING RETURNS OTHER THAN OVERSTOCK.

BAKER & TAYLOR RETURN AUTHORIZATION FORM

CUSTOMER NAME:
 GRAND RAPIDS AREA LIBRARY
 140 NE 2ND STREET
 GRAND RAPIDS MN 55744

ACCOUNT #: L025981-00000
 CUSTOMER PO #: *VARIOUS PO-S*

PACK DATE: 11/16/23

* RTA # _____

FROM:

GRAND RAPIDS AREA LIBRARY
 ACCOUNT #: L025981-00000
 ATS #: MOM9349817BT
 140 NE 2ND STREET
 GRAND RAPIDS MN 55744

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MOM9349817BT

CONTAINER:
 363227717 - 000

PAGE: 2

QTY	REASON CODE	TITLE	ISBN - 13 DIGIT	ISBN - 10 DIGIT
		SPY CLASSROOM 1	9781975338886	197533888X
		SPY CLASSROOM 2	9781975345129	1975345126
		STRANGE ADVENTURE OF A BROKE MERCENARY	9781638588702	1638588708
		STRANGE ADVENTURE OF A BROKE MERCENARY L	9781638587521	1638587523
		STRANGE ADVENTURE OF A BROKE MERCENARY 3	9781648274589	1648274587
		STRANGE ADVENTURE OF A BROKE MERCENARY 4	9781638581550	163858155X
		STRANGE ADVENTURE OF A BROKE MERCENARY 5	9781638582892	1638582890
		SUGAR APPLE FAIRY TALE THE SILVER SUGAR	9781975351014	1975351010
		TO FORGET IS ANNETTE	9781975338824	1975338820
		WHEN THE STARS CAME HOME	9780316592499	0316592498
		WORLDS FINEST ASSASSIN GETS REINCARNATED	9781975343323	1975343328

REASON CODES:

DAM - DAMAGED NC - INCORRECT QUANTITY/BINDING/EDITION/PROCESSING ETC.
 DEF - DEFECTIVE REQ - CUSTOMER REQUEST

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 USE THIS FORM FOR MAKING RETURNS OTHER THAN OVERSTOCK.

30
 31



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

POKEGAMA GOLF COURSE BOARD MEETING MINUTES

**Tuesday, December 19, 2023
 7:30 AM**

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Pokegama Golf Course Board will be held on Tuesday December 19, 2023 , at 7:30 AM at Pokegama Golf Course, 3910 Golf Course Road, Grand Rapids, Minnesota. Rick McDonald called the meeting to order at 7:30AM.

ROLL CALL: Rick McDonald, John Bauer, Tom Lagergren, Roger Mischke

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.)

The Agenda was approved as presented. Motion by Tom Lagergren second by John Bauer Motion Approved

APPROVE MINUTES:

1. Approve Golf Board Minutes from December 19, 2023 Golf Board Meetings . Roger Mischke made a motion to approve the Minutes. Tom Lagergren Second. Motion Approved

CLAIMS AND FINANCIAL STATEMENTS:

2. A review of the financials took place. Tom Lagergren made a motion to approve the claims in the amount of 44,916.82 Second by Roger Mischke Motion Approved.

VISITORS:

REPORTS:

BUSINESS:

1. **REVIEW 2024 CIP** Two proposals (quotes) were submitted for consideration for the purchase of Recyled Plastic Outdoor Dining Furniture. Lake Country Hearth & Patio submitted a quote of \$26,129.86. Their quote listed permanent signage to be displayed in furniture location areas that would advertise their business. Also this pricing was “One time special pricing”. Our furniture purchase is a two year plan. It was discussed and determined to go with the quote from vendor “By the Yard Inc, out of Jordan, MN. They are also a manufacturer of this furniture. Their quote is for \$25,002.40. Bob will be bringing this item to council for approval in early 2024.

CORRESPONDENCE AND OPEN DISCUSSION:

The following items were discussed with no action taken.

- Wainscoating
- Beverage Coolers in carts
- Pavers for front 5' of deck
- Accoustic issues in dining room/bar area

ADJOURN: Motion made by Roger Mischke Second by Tom Lagergren Motion Carried.

Minutes respectfully submitted by Bob Cahill



CITY OF
GRAND RAPIDS
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REQUEST FOR COUNCIL ACTION

AGENDA DATE: 1/22/2024

AGENDA ITEM: Consider entering into agreement with Paul Bunyan Communications.

PREPARED BY: Erik Scott

BACKGROUND:

Paul Bunyan Communication has offered services to Yanmar Arena in the form of an internet connection and television services for the public spaces at the arena.

REQUESTED COUNCIL ACTION:

Make a motion to enter into an agreement with Paul Bunyan Communications for internet and television services at Yanmar Arena and authorize the Mayor to sign necessary documents.



BUSINESS MEMBERSHIP APPLICATION

Customer # 51158 Account # 64641 Item 5.
Member # 68986 Service Order 1365791

DATE: 12/21/23 **INSTALL DATE:** _____ **TIME:** _____ **AGREEMENT NO.:** 700-999-3807

MEMBERSHIP / BUSINESS NAME:
CITY OF GRAND RAPIDS

OWNER / AUTHORIZED PERSON:

BILLING ADDRESS:
420 N POKEGAMA AVENUE

CITY: GRAND RAPIDS **STATE:** MN **ZIP:** 55744 - _____

911 ADDRESS (if different):
1401 NW 3RD AVE

CITY: GRAND RAPIDS **STATE:** MN **ZIP:** 55744 - _____

COUNTY: ITASCA **TOWNSHIP:** CITY OF GRAND RAPIDS

CAN BE REACHED AT #: 218-326-7618 **CBR Type:** Business
ADDITIONAL CONTACT #: _____ **CBR Type:** N/A

I hereby authorize Paul Bunyan Communications to deliver or cause to be delivered to me notices using an automatic telephone dialing system, artificial or prerecorded voice, text message, or other form of written or audible communication at the above listed telephone number(s). This automated call or message may be used for informational purposes such as outages, upgrades in your area, or delinquent notices. INITIAL _____

Tax exempt? (attach certificate if YES) -SELECT- Y / N _____

Federal Tax ID: 41-6006201

I hereby authorize Paul Bunyan Communications to review my credit history. I hereby authorize Paul Bunyan Communications to be my local carrier. I agree that any transactions or agreements with Paul Bunyan Communications or its associated companies may be formed by electronic means.

SIGNATURES:
MEMBER: _____
JOINT MEMBER: _____

The applicant agrees that the electronic signatures, whether digital or encrypted, included in this Agreement, if any, are intended to authenticate this writing and to have the same force and effect as manual signatures.

APP. TAKEN BY: CVH **SCHEDULED BY (Initials):** _____

Under federal law, you have the right to opt-out of our informational efforts. If you wish to restrict Paul Bunyan Communications' ability to inform you of services that you don't currently subscribe to, please initial here: _____

* By doing so, will limit our ability to communicate with you about new products, services and promotions.

In order to ensure the quality of our installation, we take pictures of our equipment installed at the member location. This helps us to ensure that the wiring and installation is accurate and complete. In addition, should a member call for assistance with any troubleshooting, this information is used for us to better assist in determining where equipment is placed at the member premise as well as knowing the specific type of equipment that we are troubleshooting. INITIAL _____

- How did you find out about PBC? _____
- Would you like your monthly bill deducted from your checking or savings account, or bank card (EasyPay)? -SELECT- Y / N

EMAIL ADDRESS: escott@grandrapidsmn.gov

Opt Out:
We send data securely to our third-party partner(s) to enable us to proactively identify, troubleshoot, and remedy issues that may negatively affect your experience with our services. For the services to which you have subscribed, you have the ability to decide whether or not we share your data in this way. In addition, aggregate data is used to better evaluate services used by our members and end users. No action is required unless you wish to opt out.

Our Complete data privacy policy can be found online at www.paulbunyan.net/data-privacy-policy. These policies may be updated from time to time, you can refer to this link for the most current information.

If you wish to opt out, which may limit our ability to support and remedy issues, please initial here: INITIAL _____

GZ Voice

NOTES:

10 YR CONTRACT W CITY OF GR/YANMAR ARENA - THEY GZ SM BUS 1 GBPS FOR 250 PRICE (\$60/MONTH) AND GZ PBTV FOR FREE WITH EXTRA AND SPORTS **PER BRIAN B.**

CONVERT 218-999-7063 TO GZ VOICE AT SAME TIME



BUSINESS APPLICATION

Cust# 51158 Agreement #: 700-999-3807 Contact #: 218-326-7618 Install Date: Time:
 Name: CITY OF GRAND RAPIDS Contact Type: Business Current Date: 12/21/23
 Billing Address: 420 N POKEGAMA AVENUE 911 Address: 1401 NW 3RD AVE

City: GRAND RAPIDS State: MN Zip: 55744 City: GRAND RAPIDS State: MN Zip: 55744

BROADBAND

- SMALL BUSINESS Package Price**
- 250 Mb* GZSB \$ 60.00 / mo.
 - 1 Gb (1000 Mb)* GZSB \$ 80.00 / mo.
 - 2 Gb (2000 Mb)* GZSB \$ 150.00 / mo.
(1Gbps 6pm - midnight)
- CURRENT METRO CUSTOMER

Static IP Assignment

None Single +\$10/mo

Managed WiFi* _____ /mo.
 _____ /mo.
 WiFi Gateway _____ /mo.

Managed WiFi Monthly Total

Installation Fee for Service and 1 AP \$100
 (Waived with 6 month service agreement)
 # of Additional AP's: _____ x \$50 Each = \$ _____ Additional Install Fees

SSID: N/A PASSWORD: N/A
(DOES NOT INCLUDE WIRING)

(SSID = Wi-Fi Network Name) (Password to Connect to Wi-Fi)

* Internet speeds and wireless coverage may be limited to the network devices you have installed in your home and may require hardware upgrades for the best performance.

e-mail Username: N/A @paulbunyan.net
(5-15 lowercase letters or numbers - MUST begin with a letter)

Password: N/A
(> 5 characters - MUST be different than username)
- NOT FOR RESALE -

VOICE Agreement #: 218-999-7063

PHONE \$ 20.00 / line GZ Long Distance
 VOICE MAIL: -SELECT- Y / N # RINGS:

PBTv Agreement #:

PBTv FUSION (Over 170 Channels - Includes HD) \$ 118.00 / mo.
 ADDITIONAL SERVICES: NO Additional Services Selected

WHOLE HOME DVR \$ 10.00 / mo.
 PBTv Sports Package (NBA Channel not included) \$ 7.00 / mo.
 PBTv Extra Package \$ 12.00 / mo.
 Stingray Music \$ 24.95 / mo.

11 HBO Premium Movie Channels \$ 20.00 / mo.
 HBO Max Online Streaming \$ 15.00 / mo.
(PBTv Service not Required / Included with PBTv HBO Premium Movie Package)
 9 Cinemax Premium Movie Channels \$ 15.00 / mo.
 13 Showtime Premium Movie Channels \$ 10.00 / mo.
 7 Starz/8 Encore Premium Movie Channels \$ 9.00 / mo.

Additional Channel Options: NO Additional Channels Selected

Number of TV's: 3 Number of STB's: 3

of Additional Fusion TV Setups (>1) _____ x \$40.00 \$ _____
 >3 STBs @ \$5.00 each / month = \$ 0.00 / mo.

Advance Payment \$ _____
TOTAL AMOUNT COLLECTED \$ _____

Public Viewing Eating / Drinking Establishment
 NOTES: 10 YR CONTRACT W CITY OF GR/YANMAR ARENA - THEY GZ SM BUS 1
 GBPS FOR 250 PRICE (\$60/MONTH) AND GZ PBTv FOR FREE WITH
 EXTRA AND SPORTS **PER BRIAN B.**
 CONVERT 218-999-7063 TO GZ VOICE AT SAME TIME

* All prices subject to change. There are no substitutions allowed on any package. Some restrictions apply.

- It has been explained to me and I understand that the package price listed on this application and in all other PBTv materials DOES NOT INCLUDE taxes, franchise fees and other mandated charges. I understand that my bill will be larger than the package price due to these other charges. It has also been explained to me and I understand that due to the billing cycle my first bill may be 1½ to 2 times larger than the regular monthly bill. I understand this is to make my account current with the billing process: _____ (customer initial)
- I understand that when I have the service installed that I must pay for a minimum of one month's service regardless of whether I choose to discontinue the service within a month of having the service installed: _____ (customer initial)
- As a consumer of Paul Bunyan Communications you agree that the equipment that will be installed in your home is for use at the location as indicated on the application. You agree to take reasonable care of the equipment and agree to not open the equipment (except to change batteries in remote control devices), take apart, or to alter it in any way. You are responsible for all damage to the equipment, beyond reasonable wear from normal use. _____ (customer initial)
- Your use of the equipment and services you receive are subject to the various policies OF Paul Bunyan Communications. Such policies and practices are subject to change. Monthly fees for use of the equipment and services are billed in advance _____ (customer initial)
- I understand that PBTv On Demand (VOD) and PBTv Pay-Per-View (PPV) content is not available for any publicly viewable location. In an event that there is a purchased event ordered and displayed in such a setting, the customer may be subject to fines. _____ (customer initial)
- If services are discontinued, all equipment must be returned to Paul Bunyan Communications in working condition. If equipment is not returned, you understand and agree that the costs of the equipment including set top boxes, remote controls, power cords, and any other equipment that is provided to you in order for you to receive the service, will be assessed and will be your responsibility. _____ (customer initial)
- I agree that any transactions or agreements with Paul Bunyan Rural Telephone Cooperative dba Paul Bunyan Communications or its associated companies may be formed by electronic means.
- AGREEMENT TO BE BOUND: By applying for services from Paul Bunyan Communications, you acknowledge that you have read and agree to be bound by all acceptable use policies and terms and conditions of service, as they may be amended.
- I authorize Paul Bunyan Communications to investigate my credit in accordance with acceptable law. I agree that I will be responsible for any and all damages or loss and the equipment will be returned immediately upon termination of this service or at anytime upon the request of Paul Bunyan Communications. Payment may be required based on credit check. _____ (customer initial)
- I have read and fully understand the above information. I agree that Paul Bunyan Communications shall not be liable for any loss, damage or expense of any kind.

Signature: _____ Date: _____ App Taken by: CVH

SCHEDULED BY (Initials): _____





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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 22, 2024

AGENDA ITEM: Consider allowing the Police Department to sell a Glock 22 to a licensed dealer.

PREPARED BY: Captain Jeremy Nelson

BACKGROUND:

Police Contract Section 13.3 states, "Upon leaving employment with the City, the Officer will return the firearm to the Employer. An officer separating in good standing with the City would have the option to purchase their service firearm from a licensed dealer. A determination of "good standing" shall be made by the Employer."

After almost 16 years 7 months with Grand Rapids Police Department, Officer Gary O'Brien will leave employment with the City on January 28th, 2024. He has been issued the following firearm.

Make / Model	Caliber	Serial Number
Glock 22	.40	TLP713

This action is allowed by contract and has been a well-established common practice within the department.

Grand Rapids Police Department has made contact with a local licensed dealer and awaiting Council approval.

REQUESTED COUNCIL ACTION:

Make a motion to all the Police Department to sell Glock 22 to a licensed dealer.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 22, 2024

AGENDA ITEM: Consider approving final payment for Grand Rapids-Cohasset Industrial Park Infrastructure Project in the amount of \$254,351.01 and Balancing Change Order 3.

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

Grand Rapids-Cohasset Industrial Park Project is complete and ready for final payment. Attached is the final pay request in the amount of \$254,351.01 and Balancing Change Order 3.

Original Contract Amount - \$4,697,800.00

Final Contract Amount - \$4,566,589.73

REQUESTED COUNCIL ACTION:

Make a motion approving final payment for Grand Rapids-Cohasset Industrial Park Infrastructure in the amount of \$254,351.01 and Balancing Change Order 3.

Contract Number: GRANR 163434
 Pay Request Number: 20

Project Number	Project Description
EDA Proj. No. 06-01-06338	Grand Rapids - Cohasset Industrial Park Infrastructure

Contractor: TNT Construction Group, LLC 40 County Road 63 Grand Rapids, MN 55744	Vendor Number: N/A Up To Date: 01/12/2024
---	--

Contract Amount	Funds Encumbered		
	Original	Additional	
Original Contract	\$4,697,800.00		\$4,697,800.00
Contract Changes	\$0.00		N/A
Revised Contract	\$4,697,800.00	Total	\$4,697,800.00

Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
Base Bid Items	\$4,566,589.73			
Contract Changes	\$			
Material On Hand	\$0.00			
Total	\$4,566,589.73	\$4,312,238.72	\$254,351.01	\$4,566,589.73

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$27,391.08	\$4,566,589.73	\$0.00	\$4,312,238.72	\$254,351.01	\$4,566,589.73
Percent Retained: 0%					Percent Complete: 97.21%

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By 

City Engineer

Approved By TNT Construction Group, LLC

Contractor *Dominic Ellison*

Date *1/12/24*

Date 1/12/2024

Payment Summary					
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request	
1	2023-02-28	\$982,371.23	\$49,118.56		\$933,252.67
2	2023-03-15	\$272,228.72	\$13,611.44		\$258,617.28
3	2023-03-28	\$118,632.49	\$5,931.62		\$112,700.87
4	2023-04-12	\$563,870.35	\$28,193.52		\$535,676.83
5	2023-04-25	\$209,925.50	\$10,496.27		\$199,429.23
6	2023-05-09	\$72,688.74	\$3,634.44		\$69,054.30
7	2023-05-30	\$271,050.73	\$13,552.54		\$257,498.19
8	2023-06-13	\$95,172.97	\$4,758.65		\$90,414.32
9	2023-06-27	\$16,800.00	\$840.00		\$15,960.00
10	2023-07-11	\$11,999.00	\$599.95		\$11,399.05
11	2023-08-01	\$381,378.28	\$19,068.91		\$362,309.37
12	2023-08-15	\$287,303.69	\$14,365.19		\$272,938.50
13	2023-08-29	\$362,316.71	\$18,115.83		\$344,200.88
14	2023-09-12	\$198,809.93	\$9,940.50		\$188,869.43
15	2023-09-26	\$91,806.00	\$4,590.30		\$87,215.70
16	2023-10-10	\$294,618.30	\$14,730.91		\$279,887.39
17	2023-10-31	\$111,126.92	\$5,556.35		\$105,570.57
18	2023-11-20	\$146,316.84	\$7,315.84		\$139,001.00
19	2023-12-05	\$50,782.25	\$2,539.11		\$48,243.14
20	2024-01-12	\$27,391.08	(\$226,959.93)		\$254,351.01

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
06-01-06338		\$4,566,589.73	\$0.00	\$4,312,238.72	\$254,351.01	\$4,566,589.73

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
06-01-06338	Local - Grand Rapids	\$254,351.01	\$4,697,800.00	\$4,697,800.00	\$4,566,589.73

Contract Item Status									
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity Amount To Date
Base Bid	1	2011.601	CONSTRUCTION SURVEYING	LUMP SUM	\$27,000.00	1	0	\$0.00	1
Base Bid	2	2021.501	MOBILIZATION	LUMP SUM	\$316,371.89	1	0	\$0.00	1
Base Bid	3	2101.501	CLEARING & GRUBBING	LS	\$5,000.00	1	0	\$0.00	1
Base Bid	4	2101.505	CLEARING	ACRE	\$5,000.00	0.24	0	\$0.00	0.24
Base Bid	5	2101.505	GRUBBING	ACRE	\$11,500.00	0.24	0	\$0.00	0.24
Base Bid	6	2104.502	REMOVE LIGHT FOUNDATION	EACH	\$750.00	1	0	\$0.00	1
Base Bid	7	2104.502	SALVAGE LIGHTING UNIT	EACH	\$385.00	1	0	\$0.00	1
Base Bid	8	2104.502	REMOVE CASTING	EACH	\$75.00	1	0	\$0.00	1
Base Bid	9	2104.503	REMOVE WATER MAIN	L F	\$25.00	123	0	\$0.00	176
Base Bid	10	2104.503	SALVAGE PIPE CULVERT	L F	\$18.00	40	0	\$0.00	40
Base Bid	11	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$2.50	1385	0	\$0.00	1300
Base Bid	12	2104.503	SALVAGE FENCE	L F	\$3.00	70	0	\$0.00	70
Base Bid	13	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$4.25	3201	0	\$0.00	2870
Base Bid	14	2105.607	COMMON EXCAVATION (P)	CU YD	\$28.00	171	0	\$0.00	171
Base Bid	15	2105.607	GRANULAR BORROW (CV)	CU YD	\$24.00	27	0	\$0.00	27
Base Bid	16	2106.601	DEWATERING	LUMP SUM	\$140,000.00	1	0	\$0.00	1
Base Bid	17	2112.604	SUBGRADE PREPARATION	SQ YD	\$7.00	3201	0	\$0.00	2870
Base Bid	18	2118.507	AGGREGATE SURFACING (CV) CLASS 5	C Y	\$50.00	181	0	\$0.00	181
Base Bid	19	2231.604	BITUMINOUS PATCH SPECIAL	SQ YD	\$67.00	3201	0	\$0.00	2870
Base Bid	20	2451.607	CRUSHED ROCK	CU YD	\$0.01	355	0	\$0.00	355
Base Bid	21	2501.502	18" GS PIPE APRON	EACH	\$650.00	1	0	\$0.00	1
Base Bid	22	2501.503	18" CS PIPE CULVERT	L F	\$88.00	22	0	\$0.00	22
Base Bid	23	2501.503	INSTALL PIPE CULVERT	L F	\$32.00	40	0	\$0.00	40
Base Bid	24	2502.602	6" PVC PIPE DRAIN CLEANOUT	EACH	\$3,000.00	7	0	\$0.00	6
Base Bid	25	2502.602	8" PVC PIPE DRAIN CLEANOUT	EACH	\$2,500.00	1	0	\$0.00	1
Base Bid	26	2502.604	2" INSULATION	SQ YD	\$40.00	334	0	\$0.00	267.95
Base Bid	27	2503.602	12" x 6" WYE	EACH	\$4,000.00	6	0	\$0.00	6
Base Bid	28	2503.602	15" x 6" WYE	EACH	\$4,150.00	1	0	\$0.00	0
Base Bid	29	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$3,500.00	1	0	\$0.00	2
Base Bid	30	2503.602	STANDARD VALVE MANHOLE	EACH	\$25,000.00	1	0	\$0.00	1
Base Bid	31	2503.602	AIR RELIEF MANHOLE	EACH	\$13,500.00	1	0	\$0.00	1
Base Bid	32	2503.603	6" SANITARY SERVICE PIPE	LIN FT	\$99.00	572	0	\$0.00	596
Base Bid	33	2503.603	8" PIPE SEWER	LIN FT	\$78.00	1910	0	\$0.00	1910
Base Bid	34	2503.603	12" PIPE SEWER	LIN FT	\$142.00	2708	0	\$0.00	2708
Base Bid	35	2503.603	8" FORCEMAIN	LIN FT	\$62.00	2486	0	\$0.00	2486
Base Bid	36	2503.603	SANITARY SEWER INSPECTION	LIN FT	\$2.50	4618	0	\$0.00	4618
Base Bid	37	2504.602	1" CORPORATION STOP	EACH	\$3,500.00	5	0	\$0.00	5
Base Bid	38	2504.602	1" CURB STOP & BOX	EACH	\$2,750.00	5	0	\$0.00	5
Base Bid	39	2504.602	6" GATE VALVE AND BOX	EACH	\$2,500.00	16	0	\$0.00	16
Base Bid	40	2504.602	12" GATE VALVE AND BOX	EACH	\$6,000.00	14	0	\$0.00	14
Base Bid	41	2504.602	PRESSURE REDUCING VALVE	EACH	\$212,000.00	1	0.02	\$4,240.00	1
Base Bid	42	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$2,500.00	2	0	\$0.00	3
Base Bid	43	2504.602	HYDRANT	EACH	\$7,750.00	16	0	\$0.00	16
Base Bid	44	2504.603	1" WATER SERVICE PIPE	LIN FT	\$72.00	329	0	\$0.00	383
Base Bid	45	2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	\$95.00	155	0	\$0.00	155
Base Bid	46	2504.603	12" WATERMAIN	LIN FT	\$96.00	12453	0	\$0.00	12498
Base Bid	47	2504.603	24" STEEL CASING PIPE (JACKED)	LIN FT	\$755.00	487	0	\$0.00	480
Base Bid	48	2504.603	HYDRANT RISER	LIN FT	\$1,300.00	8	1	\$1,300.00	5
Base Bid	49	2505.602	CASTING ASSEMBLY	EACH	\$1,200.00	17	0	\$0.00	17
Base Bid	50	2505.602	CASTING ASSEMBLY SPECIAL	EACH	\$2,150.00	2	0	\$0.00	2

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	51	2506.502	CONST DRAINAGE STRUCTURE DESIGN F	EACH	\$8,900.00	16	0	\$0.00	16	\$142,400.00
Base Bid	52	2506.503	CONST DRAINAGE STRUCTURE DESIGN F	L F	\$470.00	59.71	0	\$0.00	59.99	\$28,195.30
Base Bid	53	2506.601	CONSTRUCT LIFT STATION	LUMP SUM	\$265,000.00	2	0	\$0.00	2	\$530,000.00
Base Bid	54	2506.602	SEAL MANHOLE	EACH	\$535.00	16	0	\$0.00	16	\$8,560.00
Base Bid	55	2545.502	LIGHT FOUNDATION DESIGN E	EACH	\$1,250.00	1	0	\$0.00	1	\$1,250.00
Base Bid	56	2545.602	INSTALL LIGHTING UNIT	EACH	\$850.00	1	0	\$0.00	1	\$850.00
Base Bid	57	2557.603	INSTALL FENCE	LIN FT	\$23.00	70	0	\$0.00	70	\$1,610.00
Base Bid	58	2563.601	TRAFFIC CONTROL	LUMP SUM	\$28,000.00	1	0	\$0.00	1	\$28,000.00
Base Bid	59	2564.502	SIGN PANELS TYPE C	SQ FT	\$85.00	6	0	\$0.00	6	\$510.00
Base Bid	60	2573.501	EROSION CONTROL	LUMP SUM	\$6,500.00	1	0	\$0.00	1	\$6,500.00
Base Bid	61	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$500.00	1	0	\$0.00	1	\$500.00
Base Bid	62	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$100.00	23	0	\$0.00	8	\$800.00
Base Bid	63	2573.503	SILT FENCE, TYPE MS	LIN FT	\$4.85	4585	0	\$0.00	2795	\$13,555.75
Base Bid	64	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	L F	\$5.00	1261	0	\$0.00	1123	\$5,615.00
Base Bid	65	2574.507	COMMON TOPSOIL BORROW (LV)	CU YD	\$0.01	1206	0	\$0.00	1206	\$12.06
Base Bid	66	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	SQ YD	\$2.10	12678	3504.8	\$7,360.08	15040.8	\$31,585.68
Base Bid	67	2575.505	SEEDING	ACRE	\$800.00	2.62	0	\$0.00	3.73	\$2,984.00
Base Bid	68	2575.505	WEED SPRAYING	ACRE	\$1,500.00	1.34	0	\$0.00	0	\$0.00
Base Bid	69	2575.505	MOWING	ACRE	\$800.00	5.24	0	\$0.00	2.3	\$1,840.00
Base Bid	70	2575.506	WEED SPRAY MIXTURE	GAL	\$150.00	0.68	0	\$0.00	0	\$0.00
Base Bid	71	2575.508	MNDOT SEED MIXTURE MNST-12	POUND	\$7.00	524	0	\$0.00	746	\$5,222.00
Base Bid	72	2575.523	WATER	10KGAL	\$2,000.00	57.2	7.2455	\$14,491.00	9.0855	\$18,171.00
						Base Bid Totals:				
								\$27,391.08		\$4,566,589.73

Project Category Totals		
Project	Category	Amount To Date
EDA Proj. No. 06-01-06338		\$27,391.08
		\$4,566,589.73

Contract Change Item Status											
Project	CC	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Contract Change Totals:											
								\$			\$

Contract Total	\$4,566,589.73
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Contract Change Totals	
Number	Description
	Amount This Request
	Amount To Date

Material On Hand Additions			
Line	Item	Description	Comments

CHANGE ORDER

Change Order No.	3
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Project Location	Grand Rapids/Cohasset Industrial Redevelopment Sanitary Sewer and Water Extension		
Local Agency	City of Grand Rapids	Local Project No.	EDA 06-01-06338
Contractor	TNT Construction Group LLC	Contract No.	GRANR 163434
Address/City/State/Zip	40 County Road 63 Grand Rapids / Grand Rapids / MN / 55744		
Total Change Order Amount \$	\$0.00		

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

Contract Amount: Original = \$4,697,800, Revised = \$4,566,589.73.

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

Due to this change, the contract time: <i>(check one)</i>	
<input checked="" type="checkbox"/> Is NOT changed	<input type="checkbox"/> May be revised as provided in MnDOT Specification 1806
Number of Working Days Affected by this Contract Change:	Number of Calendar Days Affected by this Contract Change: 0

Approved by City Engineer:
Print Name:

Date:
Phone:

Approved by Contractor:
Print Name:

Date:
Phone:



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 22, 2024

AGENDA ITEM: Consider renewing the Personnel Dynamics Contract.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

The contract with Personnel Dynamics, LLC has been updated due to legislative changes. Attached please find a proposed updated Personnel Dynamics contract with updated language. There are no changes to the wage, billing wage or buy-out fee. A redlined copy of the contract is included in your packets.

REQUESTED COUNCIL ACTION:

Make a motion to approve the attached Personnel Dynamics, LLC contract, for staffing needs.



PERSONNEL
dynamics
Staffing Solutions—Now.

January 3, 2024

Grand Rapids Area Library
140 NE 2nd Street
Grand Rapids, MN 55744

Dear Wil:

We would like to thank you for choosing Personnel Dynamics to assist you with your employee needs. It is a pleasure working with you and we look forward to continuing our working relationship.

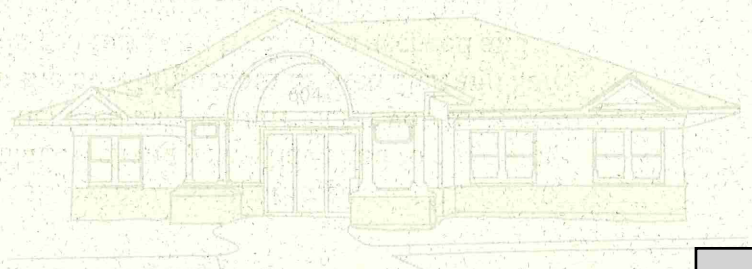
At Personnel Dynamics, we have prided ourselves on keeping things simple for our Clients and Employees. Due to several legislative changes, we have had to alter our contract to reflect those changes. We have included a new contract for you to review and sign as well as an information sheet on the new Minnesota Earned Sick and Safe Time law. We will be implementing that this year and will track time accrued and used by employees. Please note that if they use the Earned Sick and Safe Time, it must be reflected on their timecard as such, so we can keep our records accurate.

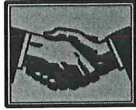
Please sign the included contract and return it in the self-addressed, stamped envelope.

If you have any questions give us a call at 327-9554.

Thank you,

Kyla Ward
Owner of Personnel Dynamics





PERSONNEL
dynamics

This Staffing Agency Contract (the "Contract") is effective as of this 3rd day of January, 2024, by and between:

Staffing Agency: **Personnel Dynamics, LLC** (the "Agency") a corporation located at 604 NW 1st Ave, Grand Rapids, MN 55744 and

Client: **Grand Rapids Area Library** ("Client")

located at 140 NE 2nd Street, Grand Rapids, MN 55744 [Address].

WHEREAS, Agency provides temporary and/or permanent staffing services for various industries;

WHEREAS, Client is in need of such staffing services;

NOW, THEREFORE, the Parties agree as follows:

1. Rights, Duties, and Responsibilities.

- a) Beginning on January 3, 2024, Agency shall recruit, screen, interview, hire, and assign its employees ("Staff") to perform temporary and/or permanent employment in accordance with the terms and conditions set forth in this Contract.
- b) Client shall provide Agency with job descriptions, qualifications, and other relevant information for each position to be filled.
- c) Agency shall perform Minnesota Criminal background checks for all employees it selects for assignment to Client and will not assign unqualified personnel.
- d) Agency, as the common law employer of assigned Staff, will pay wages and provide benefits offered by Agency. Agency will withhold, and transmit payroll taxes; provide unemployment insurance, and workers' compensation benefits.
- e) Agency will comply with all federal, state, and local labor and employment laws, including, but not limited to, the Affordable Care Act and provisions applicable to the assigned employees of a staffing agency relating to minimum essential coverage and full-time employees. Client is free from indemnification under ACA.
- f) Agency has the right to inspect the work site and address performance issues and to enforce Agency's employment policies.
- g) Client will supervise Staff performing work and maintain control over business operations, products, services, and intellectual property.
- h) Client will provide Staff with a safe working environment and appropriate training and safety equipment necessary to avoid contact with hazardous substances or conditions.
- i) Client agrees not to change the Staff's assigned job duties without Agency's prior written consent.
- j) Client will exclude Staff from their benefit plans and avoid making offers or promises related to Staff's compensation or benefits.
- k) Client will report any injuries to Agency in a timely manner. Also, Client must submit information regarding any termination (including layoffs and voluntary quit) to the Agency.

2. Billing, Payment and Timecards. For services provided, Client agrees to pay Agency the fees specified below for the services rendered under this Contract.

- a) For each temporary Staff assigned to Client, Agency agrees to charge:

Job Title: Fill-in Helper Wage: \$17.00 + 37% = Billing rate: \$23.29

Client will be invoiced weekly. Payment is due upon receipt of the invoice. Unpaid balances 30 days or more from the date of the invoice shall accrue interest at a rate of 10%

- b) If Client hires or engages any temporary Staff assigned by Staffing Agency as a direct employee or independent contractor within 90 days of the commencement of the Staff's assignment, Client agrees to pay Staffing Agency a buy-out fee:
- Direct Hire is equal to \$2000.00
 - Contract buy-out after 30 working days is equal to \$1700.00.
 - Contract buy-out at after 60 working days is equal to \$1200.00.
 - Contract buy-out any time after 90 working days is no additional fee.
- c) Client shall reimburse Agency for any pre-approved out-of-pocket expenses incurred by Agency in connection with this Contract.
- d) Staff must submit a weekly record of hours. This record must be approved by Staff and Client representative. The verified hours must be submitted to Agency no later than start of business each Tuesday in order to be paid and billed on time.
- e) As employees of Agency, Staff are not entitled to premium pay for overtime, holidays, or weekends unless Client authorizes, directs, or allows Staff to work during premium work time, in which case, the cost of premium pay will be passed on to Client.
- f) Client is responsible for notifying Agency of any MN Sick and Safe Time used in order to keep employee records accurate and will be responsible for any Mn Sick and Safe Time hours used.
- g) Client is responsible for informing Agency of all Staff injuries immediately.

3. Term and Termination. This Contract shall commence on January 3, 2024 and continue until terminated by either Party upon 10 days' written notice. Either Party may terminate this Contract immediately upon written notice to the other Party if the other Party breaches the terms of this Contract and fails to cure such breach within 10 days of receiving written notice of the breach.

4. Relationships of the Parties. Agency is an independent contractor and not an employee, agent, partner, or joint venturer of Client. Agency shall have no authority over Client. The Staff provided by Agency shall be deemed employees or contractors of Agency, and Agency shall be solely responsible for their supervision, direction, compensation, and any required benefits.

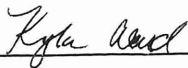
5. Confidentiality. Both Parties agree to keep confidential non-public information received from the other Party during the course of this Contract.

6. Indemnification. Each Party shall hold harmless the other Party from all claims, losses, damages, liabilities, costs, and expenses arising out of or relating to its breach of this Contract or any negligent or wrongful act or omission in connection with the performance of its obligations under this Contract.

7. General Provisions.

- a) This Contract contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties.
- b) This Contract may be amended only in writing signed by both Parties.
- c) This Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign its rights or obligations under this Contract without the prior written consent of the other Party.
- d) Any notices required or permitted to be given under this Contract shall be in writing and deemed given when personally delivered, to the Parties at their respective addresses set forth above or to such other address as a Party may designate by notice to the other Party.
- e) Any dispute arising from this Agreement shall be resolved through:
 - Court litigation. Disputes shall be resolved in the courts of the State of Minnesota.
 - If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.
 - Binding arbitration. Binding arbitration shall be conducted in accordance with the rules of the American Arbitration Association.
 - Mediation.
 - Mediation, then binding arbitration. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.
- f) This Contract shall be governed by the laws of the State of Minnesota.
- g) If any provision of this Contract is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.
- h) The failure of either Party to enforce any provision of this Contract shall not be construed as a waiver of such provision or any other provision, nor shall it affect the right of such Party thereafter to enforce such provision or any other provision.

IN WITNESS WHEREOF, the Parties have executed this Staffing Agency Contract as of the Effective Date.

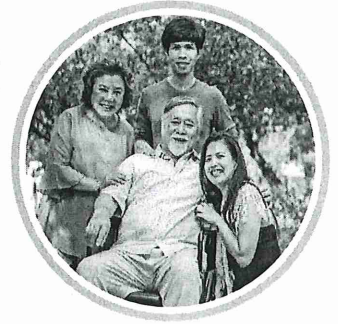
<u>Personnel Dynamics, LLC</u> Staffing Agency Name	 Staffing Agency Representative Signature	<u>Kyla Ward – Owner</u> Staffing Agency Representative Name and Title
---	--	--

_____ Client Name	_____ Client Representative Signature	_____ Client Representative Name and Title
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Earned sick and safe time

WHAT IS SICK AND SAFE TIME?

Sick and safe time is paid leave employers must provide to employees in Minnesota that can be used for certain reasons, including when an employee is sick, to care for a sick family member or to seek assistance if an employee or their family member has experienced domestic abuse.



WHO IS ELIGIBLE?

An employee is eligible for sick and safe time if they:

- work at least 80 hours in a year for an employer in Minnesota; and
- are not an independent contractor.

Temporary and part-time employees are eligible for sick and safe time. Sick and safe time requirements will not apply to building and construction industry employees who are represented by a building and construction trades labor organization if a valid waiver of these requirements is provided in a collective bargaining agreement.

HOW MUCH LEAVE CAN EMPLOYEES EARN?

An employee earns one hour of sick and safe time for every 30 hours worked and can earn a maximum of 48 hours each year unless the employer agrees to a higher amount.

AT WHAT RATE MUST THE LEAVE BE PAID?

Sick and safe time must be paid at the same hourly rate an employee earns when they are working.

WHAT CAN THE LEAVE BE USED FOR?

Employees can use their earned sick and safe time for reasons such as:

- the employee's mental or physical illness, treatment or preventive care;
- a family member's mental or physical illness, treatment or preventive care;
- absence due to domestic abuse, sexual assault or stalking of the employee or a family member;
- closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that the employee or family member is at risk of infecting others with a communicable disease.

WHICH FAMILY MEMBERS ARE INCLUDED?

Employees may use earned sick and safe time for their following family members:

1. their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
2. their spouse or registered domestic partner;
3. their sibling, stepsibling or foster sibling;
4. their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
5. their grandchild, foster grandchild or step-grandchild;
6. their grandparent or step-grandparent;
7. a child of a sibling of the employee;
8. a sibling of the parents of the employee;
9. a child-in-law or sibling-in-law;
10. any of the family members listed in 1 through 9 above of an employee's spouse or registered domestic partner;
11. any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
12. up to one individual annually designated by the employee.

Earned sick and safe time

WHAT ADDITIONAL SICK AND SAFE TIME RESPONSIBILITIES DO EMPLOYERS HAVE?

In addition to providing their employees with one hour of paid leave for every 30 hours worked, up to at least 48 hours each year, employers are required to:

- include the total number of earned sick and safe time hours accrued and available for use, as well as the total number of earned sick and safe time hours used, on earnings statements provided to employees at the end of each pay period;
- provide employees with a notice by Jan. 1, 2024 — or at the start of employment, whichever is later — in English and in an employee's primary language, that is not English, informing them about earned sick and safe time; and
- include a sick and safe time notice in the employee handbook, if the employer has an employee handbook.

The Minnesota Department of Labor and Industry will prepare a uniform employee notice that employers can use and will make it available in the five most common languages spoken in Minnesota.

CURRENT SICK AND SAFE TIME LOCAL ORDINANCES

Earned sick and safe time local ordinances already exist in the cities of Bloomington, Minneapolis and St. Paul, Minnesota. When Minnesota's statewide earned sick and safe time law goes into effect Jan. 1, 2024, employers must follow the most protective law that applies to their employees.



Sick time

For physical or mental health conditions, illness or injury



Safe time

To address domestic abuse, sexual assault or stalking

mn DEPARTMENT OF
LABOR AND INDUSTRY

Labor Standards • 443 Lafayette Road N. • St. Paul, MN 55155
651-284-5075 • 800-342-5354 • dli.mn.gov • dli.laborstandards@state.mn.us



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 - Mediation.
 - Mediation, then binding arbitration. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.
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IN WITNESS WHEREOF, the Parties have executed this Staffing Agency Contract as of the Effective Date.

<u>Personnel Dynamics, LLC</u> Staffing Agency Name	 <hr style="border: 0; border-top: 1px solid black; margin: 0;"/> Staffing Agency Representative Signature	<u>Kyla Ward – Owner</u> Staffing Agency Representative Name and Title
<hr style="border: 0; border-top: 1px solid black; margin: 0;"/> Client Name	<hr style="border: 0; border-top: 1px solid black; margin: 0;"/> Client Representative Signature	<hr style="border: 0; border-top: 1px solid black; margin: 0;"/> Client Representative Name and Title



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 22nd, 2024

AGENDA ITEM: Consider approving the purchase of an electronic message board

PREPARED BY: Matt Wegwerth

BACKGROUND:

The attached message board will be placed on a new truck that was budgeted through Enterprise. This is a budgeted item and replaces our existing arrow board truck.

REQUESTED COUNCIL ACTION:

Make a motion approving the purchase and payment of an electronic message board to National Signal LLC.



Item 9.

This quotation prepared and sent by:
 Dana Martinez
 Customer Service
 Phone: 714-441-7707
<http://www.nationalsignalinc.net>
dana@nationalsignalinc.net

CITY OF GRAND RAPIDS
420 NORTH POKEGAMA AVE
GRAND RAPIDS, MN 55744
PHONE:
FAX:

QUOTATION/PURCHASE AGREEMENT

QUOTE DATE		QUOTATION NUMBER		QUOTATION EXPIRATION DATE	
10/5/2023		DM-200435-10523		30 DAYS	
SHIP DATE	SHIP VIA	F.O.B. POINT	FREIGHT	TERMS	
3-4 WEEKS	Best Way	Fullerton, CA		NET30	

WE ARE PLEASED TO QUOTE YOU AS FOLLOWS:

QTY	PART NO.	DESCRIPTION	UNIT PRICE	AMOUNT
1	2168772	SUNRAY, TM300, 50" X 88" (28X48) PIXEL DISPLAY UP TO 4 LINES OF 12 CHARACTER, MOUNTED ON LOW PROFILE MOTORIZED FRAME, N-TOUCH COLOR TABLET		\$10,500.00

To ensure prompt processing of your accepted quotation, please fill in the Ship To information above and information below or your Purchase Order and this Quotation and fax to our Customer Service Representatives at 714-441-7714. Thank you for considering National Signal!

Signed: <i>[Signature]</i>	Title: <i>PUBLIC WORKS DIRECTOR</i>
Printed Name: <i>MATT WEGEWERTH</i>	PO#: <i> </i>

ALL ORDERS ARE SUBJECT TO CREDIT APPROVAL BY NATIONAL SIGNAL, LLC. ALL QUOTATIONS ARE FOR 30 DAYS UNLESS OTHERWISE NOTED ON QUOTATION.

CORPORATE & REMITTANCE INFORMATION



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 22, 2024

AGENDA ITEM: Consider appointing Election Judges for 2024 Elections

PREPARED BY: Kimberly Gibeau, City Clerk

BACKGROUND:

The City of Grand Rapids will conduct three elections in 2024. The Presidential Nomination Primary on March 5th, Primary Election on August 13th and the General Election on November 5th. Attached is a list of individuals recommended for appointment to serve as election judges in four precincts within the City of Grand Rapids.

REQUESTED COUNCIL ACTION:

Make a motion to appoint Election Judges for 2024 as recommended by staff.

2024 Election Judges:

Cindy Eckert
Emmet Stemwedel
Mike Eckert
Michelle Basarich
Catherine McLynn
Robert Lindahl
Laurie Hallila
Sheila Brogger
Tom Saxhaug
Colleen Nardone

Connie Andrews
Sandy Clark
Sonja Merrild
David Lorenz
Kathy Krook
Linda Urevig
Kathy Theis
Margie Haanpaa
Vicki Lorenz
Jan BJORQUIST



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 22nd, 2024

AGENDA ITEM: Consider approving the purchase of tool cabinets for Public Works

PREPARED BY: Matt Wegwerth

BACKGROUND:

Public Works utilizes work benches and tool cabinets on a daily basis in the maintenance shop. The existing equipment is over 20 years and needs to be replaced. Staff received several quotes on various work benches and tool cabinets and have selected a set of 4 cabinets/drawers with a 10' long top from Fastenal.

Staff recommend authorizing the purchase of new tool cabinets and bench from Fastenal in the amount of \$9,359.00 plus shipping.

Second quote is from Carquest in the amount of \$12,253.60

This will be funded out of the fleet maintenance budget.

REQUESTED COUNCIL ACTION:

Make a motion approving the purchase and payment of 4 tool cabinets and bench top from Fastenal in the amount of \$9,359.00 plus shipping.



AUTO PARTS

Great people, great products, great prices!™

CARQUEST AUTO PARTS
420 NE 4TH STREET
GRAND RAPIDS, MN 55744
(218) 326-3451

PAGE
REF#

1

Item 11.

NATIONWIDE WARRANTY CARQUEST OR ADVANCE
YOUR LOCALLY OWNED AUTO PARTS STORE!

QUOTE



20202401020508100000000940001503878250

ANY PRODUCT RETURNED FOR CREDIT MUST BE ACCOMPANIED BY THIS RECEIPT.

SEE CARQUEST STORE FOR DETAILS OF THE COAST TO COAST GUARANTEE.

B GRAND RAPIDS CITY DEPARTMENTS #
L 420 POKEGAMA AVE N
L GRAND RAPIDS, MN 55744
T

S GRAND RAPIDS CITY DEPARTMENTS
H 500 4TH ST SE
I GRAND RAPIDS, MN 55744
T

Table with columns: INVOICE NO., CUSTOMER NO., DATE, CUST. P.O. NO., SALES ID, TEAMMATE ID, FORM OF PYMT., MFG. PART NUMBER, ORDERED, SHIPPED, LIST PRICE, NET, NET CORE, EXT. AMOUNT, TAX. Includes item 1: DEL EXT-EX7217RCQBKRD 72" 17 DRAWER ROLLER CABINET W/ * 1-2 WEEKS OUT, INCLUDES SHIPPING SHIPS DIRECT.

WARRANTY DISCLAIMER: The manufacturer's warranty, if any, constitutes the only warranty with respect to the sale of all goods. SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Summary table with columns: SHIP VIA, DELV. TIME, DELV. ID, FREIGHT, TAXABLE AMT., SALES TAX, TOTAL CORE, PREV. DEPOSIT. Includes 'RECEIVED BY' stamp and 'PAY THIS AMOUNT' instruction.

sku 24199469

01/18/2024

GRPW CITY OF GRAND RAPIDS
500 S.E 4TH ST.
Grand Rapids, MN 55744 USA
Contract #: 00000000000000000000141525-8497
ATTN: shop

The store serving you is:
Fastenal Company
1340 E Hwy 169
Grand Rapids, MN 55744 USA
Phone: (218)327-5465
Fax: (218)327-5490
Email: MNGRA@stores.fastenal.com

Account #: GRMN0159
Quote #: 105625

PO #:
Job #:

Due Date: 02/9/2024
Expiration Date: 02/18/2024

<u>Part #</u>	<u>Customer Part #</u>	<u>Description</u>	<u>Quantity</u>	<u>Price/EA</u>	<u>Extended Price</u>
		10' Stainless Steel Shop Work space with full drawers and dividers.	1	\$9,359.0000	\$9,359.00
10' Stainless Steel Shop Work space with full drawers and dividers.					

Thank you!



*Shipping & Handling charges are subject to change.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 1/22/2024

AGENDA ITEM: Consider approving purchase of replacement backup server.

PREPARED BY: Erik Scott

BACKGROUND:

The IT department has received quotes on a replacement backup server appliance. Our current backup server is nearing the end of its life and is in need of replacement. We have selected the low quote from SHI in the amount of \$16,660.40. This expense is accounted for in the 2024 Capital budget.

REQUESTED COUNCIL ACTION:

Make a motion to accept low quote from SHI and approve the purchase of a PowerEdge R750 in the amount not to exceed \$17,000.



Pricing Proposal
Quotation #: 24372073
Created On: 1/12/2024
Valid Until: 1/31/2024

MN-City of Grand Rapids

Inside Account Executive

Lasha Karels
420 N POKEGAMA AVE
ATTN:ACCTS PAYABLE
GRAND RAPIDS, MN 55744
United States
Phone: 2183267600
Fax:
Email: lkarels@ci.grand-rapids.mn.us

Joseph Ratner
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-564-8504
Fax:
Email: joey_ratner@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 PowerEdge R750 Tailor Made Dell - Part#: 3000171034774 Contract Name: Open Market Contract #: Open Market Note: Hardware, Estimated Delivery if purchased today: January 29th, 2024	1	\$16,660.40	\$16,660.40
		Subtotal	\$16,660.40
		Total	\$16,660.40

Additional Comments

SHI SPIN: #143012572
SHI-GS SPIN (For Texas customers ONLY): #143028315
For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are Open Market and resold in accordance with the terms and conditions at [SHI Online Customer Resale Terms and Conditions](#).

OS & Software

Option	Selection	SKU / Product Code	Quantity
Operating System	No Operating System	[611-BBBF] / G78MU35	1
Secondary OS	None		
OS Media Kits	No Media Required	[605-BBFN] / GK7HAZI	1
Database Software	None		
Embedded Systems Management	iDRAC9, Enterprise 15G	[385-BBQV] / G4NWS93	1
Quick Sync	No Quick Sync	[350-BBYX] / GCLNJM4	1
Password	iDRAC,Factory Generated Password	[379-BCSF] / G2T768J	1
iDRAC Service Module	iDRAC Service Module (ISM), NOT Installed	[379-BCQX] / GX95LG2	1
Group Manager	iDRAC Group Manager, Disabled	[379-BCQY] / GTVA94K	1

Virtualization

Option	Selection	SKU / Product Code	Quantity
Enabled Virtualization	None		
Internal SD Module	None		
IDSMD Card Reader	None		

Accessories

Option	Selection	SKU / Product Code	Quantity
Rack Rails	ReadyRails™ Sliding Rails Without Cable Management Arm	[770-BBBQ] / GH6GP2K	1

Shipping & Documentation

Option	Selection	SKU / Product Code	Quantity
System Documentation	No Systems Documentation, No OpenManage DVD Kit	[631-AACK] / GVRYSM7	1
SHIPPING	PowerEdge R750 Shipping	[340-CULS] / GHMN6S2	1
Shipping Material	PowerEdge R750 Shipping Material	[481-BBFG] / GT4H39R	1
Regulatory	PowerEdge R750 BIS Marking , No CE or CCC Marking on 2.5' Chassis	[389-DYHD][389-DYHF] / GM97A4T	1

Others

Option	Selection	SKU / Product Code	Quantity
OEM Regulatory	None		

Support Services

Option	Selection	SKU / Product Code	Quantity
Protect your purchase! - View Support offers below	Basic Next Business Day 36 Months, 36 Month(s)	[709-BBFM] / G5ZBAK0	1
Extended Services	NO WARRANTY UPGRADE SELECTED, 36 Month(s)	[883-BBBD] / GKQE3CR	1
Keep Your Hard Drive for Enterprise Services	None		
Keep Your Component for Enterprise Services	None		
Dell Services: On-site Diagnosis Service	None		
RESTRICTED:Telco Support Services	None		

Deployment Services

Option	Selection	SKU / Product Code	Quantity
Infrastructure Deployment Svcs	None		
Enterprise Deployment Services	No Installation	[900-9997] / NOINSTL	1
Configuration Services Asset Report	None		
Enterprise ProDeploy NFVI Software Deployment Serv	None		

Other Services

Option	Selection	SKU / Product Code	Quantity
Partner Operations Support	None		



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 22, 2024

AGENDA ITEM: Consider authorizing staff to seek quotes to complete stonework in the main lobby of Yanmar Arena.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

A remodel of the main lobby was an approved change order as part of the Civic Center project. Our Project Manager and City staff feel that we can save money by getting quotes from local contractors to complete the stonework portion of the project.

REQUESTED COUNCIL ACTION:

Make a motion authorizing staff to seek quotes to complete stonework in the main lobby of Yanmar Arena.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 22, 2024

AGENDA ITEM: Consider adopting a resolution and approve a Cooperative Agreement with the State of Minnesota for the Crystal Lake Fishing Pier.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

Over 30 years ago the City of Grand Rapids and the MN DNR worked together to install a fishing pier at Crytal Lake. The pier is now in need of some extensive repair. Our Public Works crew pulled the pier last fall and plans on making repairs prior to reinstalling the pier this spring.

A formal agreement was never executed between the City and the State. Attached is the Cooperative Agreement from the State of Minnesota and a Resolution approving the agreement.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution and approve a Cooperative Agreement with the State of Minnesota for the Crystal Lake Fishing Pier.



CRYSTAL LAKE FISHING PIER
COOPERATIVE AGREEMENT
BETWEEN THE STATE OF MINNESOTA AND CITY OF GRAND RAPIDS

This agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the “State”, and City of Grand Rapids, hereinafter referred to as the “City.”

WITNESSETH:

WHEREAS, the Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 97A.141 to provide public water access on lakes and rivers, where access is inadequate; and

WHEREAS, the State and the City are authorized under Minnesota Statutes Section 471.59, to enter into agreements to jointly or cooperatively exercise common power; and

WHEREAS, the State and the City have determined the Crystal Lake fishing pier is a high priority under the state fishing pier program; and

WHEREAS, the County owns lands where the facility described as the Crystal Lake Fishing Pier is located at Section 16, Township 55, Range 25, which is attached and incorporated into this agreement as Exhibit A; and

WHEREAS, a resolution or copy of the City Council meeting minutes authorizing the City to enter into this agreement is attached and incorporated into this agreement as Exhibit B; and

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the public bodies hereto and for the benefit of the public, the parties agree as follows:

- I. STATE’S DUTIES AND RESPONSIBILITIES
 - a. The State will encumber funds for the facilities through the standard internal purchasing process including, but not limited to, a separate requisition request.
 - b. The State may review any plans and provide technical assistance for the Facilities as proposed by the City during the term of this Agreement.
 - c. The State reserves the right to inspect the facilities at any time to ensure that the City complies with this agreement.

II. CITY'S DUTIES AND RESPONSIBILITIES

- a. The City shall obtain all permits or license that may be required for the construction or repair of the Facilities.
- b. The City shall prepare any necessary plans or proposals for the project. The City agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines. The City shall permit the State to review and approve any plans for the project.
- c. The City shall operate and maintain the facilities consistent with all local, state, and federal laws, regulations and rules that may apply to the management of the facility.
- d. The City shall be responsible for all routine maintenance and upkeep of the public water access site including all on-going ramp repairs and will keep the site in reasonable and safe conditions in accordance with established practices for maintenance of similar public facilities.
- e. The City shall provide police protection and patrols for the facilities in accordance with established police department policies for a facility of this type.
- f. The City shall not charge a fee for use of the facility.
- g. The facility shall remain open for the open-water season in conjunction with the City's established hours for a facility of this type. The City may close the facility for emergencies, or for other reasons, without prior written consent of the State. The City shall notify the State within 48 hours of closing the facility for emergency reasons if the facility will remain closed longer than 48 hours.
- h. The City must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. Operational Order 113 is incorporated into this agreement by reference and can be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf. Duties listed are in Op Order 113 under Sections II and III (p. 5-8).
 - i. The City shall prevent invasive species from entering or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.
 - ii. If equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned with tools or equipment furnished by the City (such as brush/broom, compressed air or pressure washer) at the staging area.
 - iii. The City shall dispose of material and debris cleaned from equipment and clothing at an appropriate location. If the material cannot be disposed of onsite, then the material must be secured prior to transport (such as a sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.
 - iv. The City shall ensure all equipment and clothing used for work in public waters has been decontaminated for aquatic invasive species. All equipment and clothing including but not limited to waders, vehicles and boats that are exposed to any public water of the state must be thoroughly cleaned and drained of all water before transport to another location.
- i. Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minn. Stat. 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season.

III. FUNDING

The State shall provide funding for its responsibilities under Article I through the standard internal purchasing process including, but not limited to a separate requisition in which funds will be encumbered.

The total obligation of the State for its responsibilities under Article I shall be limited to **\$9,000.00**. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement.

IV. TERM

- a. *Effective Date*: **December 1, 2023**, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later. The City shall not begin work under this Agreement until it is fully executed, and the City has been notified by the State's authorized representative to begin the work.
- b. *Expiration Date*: **June 30, 2024**, for a period of seven (7) months except as otherwise provided herein or agreed to in writing by both parties. The agreement can be extended with a written amendment as agreed upon and signed by both parties per article XI.

V. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The City's liability shall be governed by Minnesota Statutes Sections 466.01 - 466.15, and other applicable law.

VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the City relevant to the agreement shall be subject to examination by the Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six (6) years from the end of this agreement.

VII. ANTITRUST

The City hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota

VIII. FORCE MAJEURE

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

IX. CANCELLATION

This Agreement may be cancelled by the State at any time with cause or as necessary as provided in Article II, upon thirty (30) days written notice to the City.

This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payment of services covered under this agreement. The State will notify the City by written or fax notice. The State will not be obligated to pay for services provided after the notice is given

and the effective date of cancellation. However, the City shall be entitled to payment, determined on a pro-rated basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the City notice of lack of funding within a reasonable time of the State's receiving that notice.

X. GOVERNMENT DATA PRACTICES

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

XI. PUBLICITY AND ELECTRONIC ACCESSIBILITY

Any publicity regarding the subject matter of this agreement 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 City individually or jointly with others, or any subcontractors, with respect to the program and services provided from this agreement.

All publicity shall be provided in an accessible format per Minnesota Statute 16E.03, sub. 9. State of Minnesota guidelines for creating accessible electronic documents can be found at the following URL: <https://mn.gov/mnit/programs/accessibility/>.

XII. COMPLETE AGREEMENT

This agreement contains all negotiations and agreements between the State and the City. No other understanding regarding this agreement, whether written or oral, may be used to bind either party. Any amendment to this agreement 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 agreement, or their successors in office.

XIII. AUTHORIZED REPRESENTATIVES

Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, or by email to:

The State's Authorized Representative is Andrew Brown, 1201 E Hwy 2, Grand Rapids, MN 55744, 218-328-8985, andrew.brown@state.mn.us.

The City's Authorized Representative is Dale Anderson, 420 North Pokegama Avenue, Grand Rapids, MN 55744, Phone (218) 326-7604 danderson@grandrapidsmn.gov .

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed intending to be bound thereby.

DEPARTMENT OF NATURAL RESOURCES

CITY OF GRAND RAPIDS

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

DEPARTMENT OF ADMINISTRATION
Delegated to Materials Management Division

CITY OF GRAND RAPIDS

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(Effective Date)

STATE ENCUMBERANCE VERIFICATION

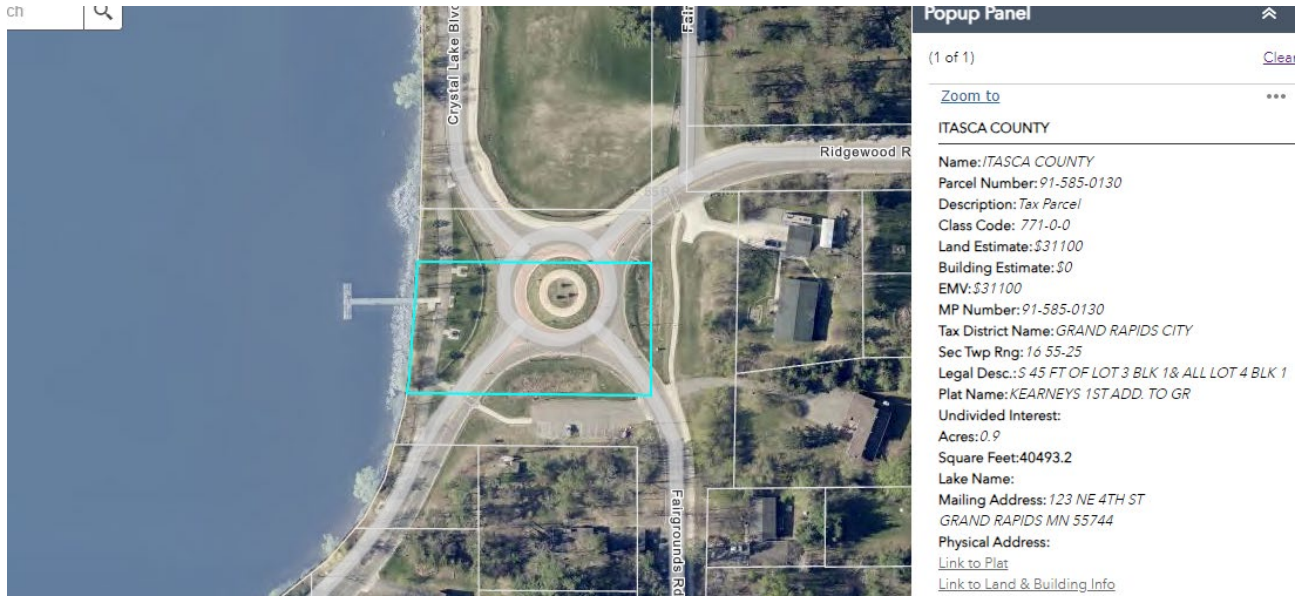
Individual certifies that funds have been encumbered as req. by Minn. Stat. 16A.15 and 16C.05.

Signed: _____

Date: _____

Contract: _____

EXHIBIT A: CRYSTAL LAKE FISHING PIER LOCATION



ch

Crystal Lake Blvd

Fairgrounds Rd

Ridgewood Rd

Fair

Popup Panel

(1 of 1) [Clear](#)

[Zoom to](#) ...

ITASCA COUNTY

Name: ITASCA COUNTY
Parcel Number: 91-585-0130
Description: Tax Parcel
Class Code: 771-0-0
Land Estimate: \$31100
Building Estimate: \$0
EMV: \$31100
MP Number: 91-585-0130
Tax District Name: GRAND RAPIDS CITY
Sec Twp Rng: 16 55-25
Legal Desc.: S 45 FT OF LOT 3 BLK 1 & ALL LOT 4 BLK 1
Plat Name: KEARNEYS 1ST ADD. TO GR
Undivided Interest:
Acres: 0.9
Square Feet: 40493.2
Lake Name:
Mailing Address: 123 NE 4TH ST
GRAND RAPIDS MN 55744
Physical Address:
[Link to Plat](#)
[Link to Land & Building Info](#)

EXHIBIT B: CITY BOARD RESOLUTION

Councilor introduced the following resolution and moved for its adoption:

**CITY OF GRAND RAPIDS
RESOLUTION NO. 24-**

**A RESOLUTION APPROVING CRYSTAL LAKE FISHING PIER
COOPERATIVE AGREEMENT BETWEEN THE
STATE OF MINNESOTA AND CITY OF GRAND RAPIDS**

WHEREAS, the Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 97A.141 to provide public water access on lakes and rivers, where access is inadequate; and

WHEREAS, the State and the City are authorized under Minnesota Statutes Section 471.59, to enter into agreements to jointly or cooperatively exercise common power; and

WHEREAS, the State and the City have determined the Crystal Lake fishing pier is a high priority under the state fishing pier program; and

WHEREAS, the County owns lands where the facility described as the Crystal Lake Fishing Pier is located at Section 16, Township 55, Range 25, which is attached and incorporated into this agreement as Exhibit A; and

WHEREAS, the City Council of the City of Grand Rapids desires to enter into the Cooperative Agreement regarding the Crystal Lake fishing pier.

NOW THEREFORE, be it resolved by the City Council of the City of Grand Rapids to approve the Cooperative Agreement between the State of Minnesota and the City of Grand Rapids regarding the Crystal Lake Fishing Pier.

Adopted by the City Council of Grand Rapids, Minnesota this 22nd day of January, 2024.

Tasha Connelly, Mayor

Attested:

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: January 22, 2024

AGENDA ITEM: Consider entering into a Fireworks Display Agreement with J&M Displays for a Fireworks Show to take place on July 4, 2024.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

This is the same company we have hired for the past several years. We are planning to hold the event at Pokegama Golf Course on Thursday, July 4, 2024. The Agreement for \$21,000 is attached for your review. We will be requesting funding from our partners (Harris Township, City of Cohasset, and the GPLA) to help off-set the cost.

REQUESTED COUNCIL ACTION:

Make a motion to enter into a Fireworks Display Agreement with J&M Displays for a Fireworks Show to take place on July 4, 2024.



FIREWORKS DISPLAY AGREEMENT

Item 15.

THIS AGREEMENT is made and entered into this 4th day of December, 2023, by and between J&M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as “Seller”, and City of Grand Rapids, MN, hereinafter referred to as “Buyer”.

Seller shall furnish to Buyer one (1) fireworks display, as per the \$21,000.00 program (the “Fireworks Program”) submitted to and accepted by the Buyer, and which by reference is made a part hereof as Exhibit A. The display is to take place on the evening of July 4, 2024 at approximately 10:00 p.m., weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. FIRING OF DISPLAY

- a. Seller agrees to furnish all necessary fireworks display materials and personnel for a professional fireworks display in accordance with the Fireworks Program approved by the Parties. Seller agrees to comply with all local, state, and federal regulations and guidelines pertaining to the storing and displaying of fireworks. Seller, with Buyer’s assistance, shall obtain any necessary permits for the fireworks display.
- b. Buyer Agrees to provide:
 - i. Sufficient area for the display, including a minimum spectator set back as determined by Seller;
 - ii. Protection of the display area by roping off or similar facility;
 - iii. Adequate police or security protection to prevent spectators from entering the display area; and
 - iv. Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display;
- c. The cost and acquisition of any site-specific materials or display restrictions (such as sand or the use of a barge) shall be discussed prior to adoption of this Agreement, and the Party responsible for any such acquisition and cost shall be specifically laid out in the Fireworks Program (Exhibit A).
- d. Buyer understands that its failure to provide an appropriate area for the fireworks display, with requirement minimum setbacks and security, may result in a change to Buyer’s display (such as a restriction on the type(s) of products which can be utilized) or a cancellation of the display for safety reasons, at Seller’s sole discretion. In such event, if Buyer cannot immediately remedy the setback or security concern prior to the Display time noted above, Buyer remains responsible for the entire purchase price of the display regardless of any limitation or cancellation of the display.

II. PAYMENT. The Buyer shall pay to the Seller (check one of the below options):

- The sum of \$ _____ as a down payment upon execution of this Agreement. The balance of \$ _____ shall be due and payable within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½ %) per month shall be added to the unpaid balance if the account is not paid in full with the fifteen (15) days from the date of the display. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer’s expense. All returned checks will be assessed a \$30.00 fee.
- \$21,000.00 in full by April 25, 2024 (70 days prior to the display date). The Buyer will receive 8% prepayment bonus product in this fireworks display.
- \$21,000.00 in full by _____ (30 days prior to the display date). The Buyer will receive 5% prepayment bonus product in this fireworks display.

III. LOYALTY PROGRAM

- a. Seller has in place a discount system for Buyer’s who purchase their fireworks displays exclusively from Seller year-to-year. The full terms of Seller’s loyalty program have been provided to Buyer with the Program and are available on J&M’s website.
- b. Pursuant to Buyer’s status in the loyalty program, Buyer will receive an additional 5% 10% 15% (check one) bonus product for this display.

IV. POSTPONEMENT/CANCELLATION

- a. Rain Date: Should inclement weather prevent the firing of the display on the date intended, the Parties agree to a mutually convenient rain date of July 5 or 6, 2024 TBD or another date as agreed to by both Parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller, the Authority Having Jurisdiction, and the Seller’s lead pyrotechnician.
- b. Except as specifically provided for elsewhere in this Agreement, neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (hereinafter referred to as “Force Majeure”), to the extent beyond the Party’s reasonable control: acts of God, accident, riots, public disturbances including but not limited to an active-shooter situation, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.
- c. Disruption of Services due to Covid-19, supply chain disruptions, and public health. Fireworks displays and related events are prone to cancellation due to the ongoing and unforeseeable nature of the Covid-19 pandemic and related health issues, government intervention (such as stay-at-home orders or restrictions on gatherings), and unavailability of supplies and personnel. As such, Seller will work with all customers to ensure a timely and safe display, but due to circumstances outside Seller’s and Buyer’s control, certain fireworks displays may have to be cancelled or rescheduled with limited notice. Each Party’s obligations to perform hereunder will be excused in the case of a Force Majeure Event, which is defined to include (but is not limited to) supply chain disruptions which prevent Seller from obtaining the necessary materials to perform the Display; medical conditions which result in quarantine or similar limitations, or restrictions on travel or congregation in the metropolitan area where the Display is scheduled to be held; and death, serious illness or incapacity of one or more of the display Shoot Team member(s) which renders it impossible, unsafe, or not reasonably practical for the Shoot Team to perform the display.

A governmental or municipal Buyer, who in its discretion and control, acts or adopts a restriction on public gatherings shall not be relieved of its obligations under the Force Majeure provisions of this Agreement. A Buyer who anticipates any such restriction or potential cancellation shall immediately notify and contact Seller to discuss alternative arrangements.
- d. Unless specified above: Displays postponed to an alternate date will be charged and additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date; for Displays canceled and not rescheduled within the same calendar year, Seller shall be entitled to 20% of the contract price for out-of-pocket expenses incurred in preparation for the display.

V. INSURANCE and LIMITATIONS OF LIABILITY

- a. Seller agrees to provide, at its expense, general liability insurance coverage in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify, and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney’s fees that may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

- b. Separate from, and in addition to Seller’s insurance of the fireworks, Buyer agrees to provide, at its expense, a general liability policy or “special event” insurance coverage, in an amount sufficient to meet or exceed municipality or industry standards and all applicable requirements of local, state, and federal law. For any injury or property claims that may arise during the course of Buyer’s event, not arising out of Seller’s acts or the performance of the fireworks, Buyer’s insurance shall be primary. Buyer agrees to defend, indemnify, and hold harmless the Seller and its agents and employees from and against all such claims, costs, judgments, damages and expenses, including reasonable attorney’s fees that may or shall arise out of any negligent or wrongful act or omission by the Buyer or third-parties occurring during the course of Buyer’s event.
- c. In no event shall Seller’s liability to Buyer arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount of insurance coverage as described in this section. Notwithstanding any provisions to the contrary, in no event shall either Party be liable to the other, or to any third party, for any loss of use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

VI. Each Party has read all of the provisions of this Agreement, they understand all of its provisions, and agree to be bound by them. This written contract, and its Exhibits, contains the entire agreement of the Parties and modifies and supersedes all prior agreements or negotiations, all of which are merged into and incorporated into this Agreement. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement.

VII. Choice of Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as set forth by State and Federal law. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

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

SELLER

BUYER

BY: _____

BY: _____

ROLE: _____

ROLE: _____

J&M Displays, Inc.

ENTITY: _____

Please include the **DISPLAY INFORMATION FORM** with this Agreement so your order is processed accurately.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 22, 2024

AGENDA ITEM: Consider approving the purchase of twenty-three (23) Glock model 45 9mm handguns from Tactical Advantage and twenty-three (23) Trijicon optics, and flashlight from Glens Army Navy and to allow the police department to sell 14 department owned firearms to a local firearms dealer.

PREPARED BY: Captain Jeremy Nelson

BACKGROUND:

Currently 11 Officers of the GRPD are issued department Glock handguns. We also have 3 spare department owned Glock handguns. The rest of the officers carry personally owned handguns. Between the GRPD owned and personally owned handguns there are 5 different models of handguns and two different calibers.

Current Glocks were purchased on 05/14/2012. Per changes in the GRPD Officer's Union Contract, for a time newly hired officers were allotted money for the purchase of handgun when they started, which was considered the officer's property. This has reverted to new hires being issued a department owned handgun.

Police handguns have a recommended service life of 10 years.

To have all officers carry a department owned handgun of the same model and caliber, and to replace handguns that are at or over their recommended service life, GRPD firearms instructors and management have reviewed different models of firearms. They have decided that the best service handgun for the GRPD will be the Glock Model 45 9mm handgun with nightsights, a Trijicon RMR optic sight, and a Streamlight TLR7 weapon mounted flashlight.

A quote has been received through Tactical Advantage, located in Waite Park MN. They are the only Glock Law Enforcement distributor in MN. Being a Law Enforcement distributor through Glock they can offer Glocks law enforcement pricing. The cost per handgun is \$505.50, per Trijicon RMR Optic is \$645.00, and per Streamlight TRL-7 Flashlight is \$189.99.

A quote was received from Glens Army Navy, and the cost per handgun is \$649.99, per Trijicon RMR Optic is \$589.00, and per Streamlight TRL-7 Flashlight is \$159.99.

GRPD is requesting to purchase 23 handguns, (20 for licensed staff and 3 as spares) for a total of \$11,626.50 from Tactical Advantage. It should be noted that this price does not include shipping, and 23 Trijicon RMR HD Optics and Streamlight TLR-7 Flashlights from Glens Army Navy for \$17,204.00.

GRPD has obtained a quote from a local firearms dealer to sell the currently owned department issued Glocks, when the new handguns arrive, and officers are trained with them. The total for selling the 14 GRPD owned handguns is \$4,070.00.

This is a nonbudgeted purchase that will be satisfied by Minnesota Public Safety Aid Funds. Utilizing this funding source will allow there to be zero cost by the City.

REQUESTED COUNCIL ACTION:

Make a motion to approve the purchase of twenty-three (23) Glock model 45 9mm handguns from Tactical Advantage and twenty-three (23) Trijicon optics, and flashlight from Glens Army Navy and to allow the police department to sell 14 department owned firearms to a local firearms dealer.

Order #: 240118-710-0

Quote

Item 16.

01/18/2024

2:18 PM

Ship Date:

Company Address

Glens Army Navy Store
701 NW 4th Street
Grand Rapids, MN 55744
218-326-1201

BILL TO:

SHIP TO:

NOTES:

Customer PO #:

Sale Price Total: \$32,153.77

Tax Amt: \$0.00

Freight: \$0.00

Shipping: \$0.00

Sales Total: \$32,153.77

UPC	Item Description	Manufacturer	MFG #	Qty Ordered	Sale Price	Ext Sale Price	Discounts	Shipping
764503034183	Glock, G45 GEN 5 M.O.S., Striker Fired, Compact Size, 9MM, 4.02" Marksman	Glock	G45	23	\$649.99	\$14,949.77	\$0.00	\$0.00
080926694248	Streamlight TLR-7 A Flex Weapon Light With Low/High Switch Clear LED 500 Lumens	Streamlight	TLR-7 A FLEX	23	\$159.00	\$3,657.00	\$712.77	\$0.00
719307619227	TRIJICON RMR HD 50 MOA ADJ LED 3.25MOA RED DOT	Trijicon	RMHD2C3200002	23	\$589.00	\$13,547.00	\$1,288.00	\$0.00
Grand Totals:	3			69	\$1,397.99	\$32,153.77	\$2,000.77	\$0.00

- End of Report -



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 22, 2024

AGENDA ITEM: Consider adopting a resolution authorizing the 2023 budgeted operating transfer from the Capital Equipment Replacement Fund to the Airport Capital Fund as of December 31, 2023.

PREPARED BY: Barb Baird

BACKGROUND:

The City Council adopted the 2023 budget on December 19, 2022. That budget included several operating transfers and funding sources for various projects. We are requesting City Council approval for operating transfer as follows:

\$28,000 from the Capital Equipment Replacement Fund to the Airport Capital Fund

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution authorizing the 2023 budgeted operating transfer from the Capital Equipment Replacement Fund to the Airport Capital Fund in the amount of \$28,000 as of December 31, 2023.

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

RESOLUTION NO. 24-

A RESOLUTION TO AUTHORIZE THE FOLLOWING BUDGETED OPERATING TRANSFER FROM THE CAPITAL EQUIPMENT REPLACEMENT FUND TO THE AIRPORT CAPITAL FUND IN THE AMOUNT OF \$28,000 FOR THE LOCAL SHARE OF CAPITAL PROJECTS AS OF DECEMBER 31, 2023

WHEREAS, on December 19, 2022, the Grand Rapids City Council approved the Operating transfers, and,

WHEREAS, the local share of the Airport Capital projects was budgeted in the Capital Equipment Replacement Fund, and are requesting the following transfer,

\$28,000 from the Capital Equipment Replacement Fund to the Airport Capital Fund,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes the following budgeted transfer from the Capital Equipment Replacement Fund to the Airport Capital Fund in the amount of \$28,000 as of December 31, 2023.

Adopted this 22nd day of January 2024.

Tosha Connelly, Mayor

Attest:

Kimberly 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: 1-22-2024

AGENDA ITEM: Consider submitting a Federal FY25 General Community Project Funding Request for improvements to Historic Central School

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

On an annual basis the Federal government has been accepting requests for funding on local projects. Congressman Stauber is currently soliciting projects for his district. City staff is recommending the City Council request \$3.8 million of a \$7.6 million project rehabilitation project at Historic Central School.

The City has also requested \$3.8 million in cash funding from the State of Minnesota.

REQUESTED COUNCIL ACTION:

Make a motion to approve the submittal to the Federal FY25 General Community Project Funding Request for improvements to Historic Central School in an amount of \$3.8 million.

Rapid Garage Door & Awning

423 NE 5th Ave.
 Grand Rapids, MN 55744
 218-326-1333

Estimate

Date	Estimate #
12/12/2023	5755

Customer:
Yanmar Arena 420 Pokegama Ave N Grand Rapids MN 55744

THIS QUOTE IS VALID FOR 30 DAYS.

Customer Phone	218-259-4485
	218-326-7600

Terms	Rep
50%, Net15	SW

Qty	Description	Total
1	Install Wayne Dalton ADV-X Model 882 Strutted High Speed Fabric Door Opening 14' X 12' A versatile interior high speed fabric door ideal for interior application requiring long term durability and product reliability: Flexible 3 layers of PVC coated polyester with 2 ply of polyester weave, delivers flexibility and durability against wear and tear. Available in Red, Blue, Orange, and Gray Powdercoated safety yellow extruded aluminum struts across the height of the door enabling quick replace-ability of curtain sections Self-repairing breakaway bottom design. Door will repair itself with just the push of a button when broken away High strength powdercoated safety yellow steel guide Safety devices : Built-in door stop device providing peace of mind against uncontrolled curtain travel, Monitored wireless reversing safety edge, Infrared obstruction detector, Second infrared obstruction detector for mid opening obstruction detection. High cycle design: Springless direct gear drive system eliminates the need for chain and sprocket maintenance, Variable frequency drive system eliminates the sudden jolts from door start/stop. High differential pressure resistance: 4 PSF Ultimate Static Wind Lad - Door has been tested to handle 4.0psf ultimate static pressure at 16ft. wide Manual chain hoist override to operate door during power outages NEMA 4X UL/cULus listed control panel with fuse padlock-able disconnect. Right or Left hand coil side motor operation with control panel mounted same hand, coil side of the door. 230V OR 460 AC 3-Phase	28,656.00

Total

Customer Signature

Date

Rapid Garage Door & Awning

423 NE 5th Ave.
 Grand Rapids, MN 55744
 218-326-1333

Estimate

Date	Estimate #
12/12/2023	5755

Customer:
Yanmar Arena 420 Pokegama Ave N Grand Rapids MN 55744

THIS QUOTE IS VALID FOR 30 DAYS.

Customer Phone	218-259-4485
	218-326-7600

Terms	Rep
50%, Net15	SW

Qty	Description	Total
	Pricing Includes: Interior Opening, Hood, 883 Fabric Upgrade (Red, Blue, Orange, and Gray), Motor Cover, 460V Three Phase, Crating All prices are subject to change without prior notice due to unforeseen economic circumstances beyond our reasonable control Option: ADD \$ 412 for 20" High Vision panel Notes: Assumes existing coiling door is removed by other	

Total	\$28,656.00
--------------	--------------------

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

Customer Signature

Date

Rapid Garage Door & Awning

423 NE 5th Ave.
 Grand Rapids, MN 55744
 218-326-1333

Estimate

Date	Estimate #
1/17/2024	5792

Customer:
Yanmar Arena 420 Pokegama Ave N Grand Rapids MN 55744

THIS QUOTE IS VALID FOR 45 DAYS.

Customer Phone	218-259-4485
	218-326-7600

Terms	Rep
Net 15	SW

Qty	Description	Total
1	Install Wayne Dalton Model 823 22GA SD Opening 14' X 12' Coil int mounted lintel, insulated, crt black powder coat, flat slat, continious windlocks, motor operator, vertical front of bracket hood, entrapment protection, standard photo eyes. (2) remote controls Installer note: use of arena forklift	17,996.00

Total	\$17,996.00
--------------	--------------------

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

Customer Signature

Date

QUOTE: QT-332720

01/04/2024

PREPARED FOR:

Yanmar Arena
1401 Northwest 3rd Avenue
Grand Rapids, Minnesota 55744, United States

Dale Anderson

SEND PURCHASE ORDER TO:

Arbon Equipment Corporation - Northcentral
1253 Connelly Avenue
Arden Hills, Minnesota 55112, United States
414-214-8776
Brad Foster
bfooster@ritehite.com
(651) 396-1093 (mobile)

LINE	PRODUCT DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
1	Raptor Pro Door by Rite-Hite	1	Included	Included
2	Removal/Installation	1	Included	Included

<i>Freight and Handling</i>	Included
<i>Installation</i>	Included
<i>Tax</i>	Included
TOTAL	\$ 26,999.08

Quote Summary:

Rite Hite Raptor Pro Door

DOOR SIZE: 14" Wide X 13'9" High

APPLICATION: Right Side Motor Mount

ELECTRICAL: 480V - Verify*

ACTIVATION: Graphic User Interface 7" LCD Screen NEMA4X, Remote Control for Zamboni, Push button on each side of door

CURTAIN: 1/4" SBR Rubber Curtain

LEAD TIME: 10 Weeks + Installation Scheduling

- Delivery to Yanmar Arena with Offloading by Yanmar Arena
- Removal of existing door and operator by Arbon
- Disposal of existing door by Arbon
- Installation of new door by Arbon
- Man Lift and Fork Lift provided by Yanmar Arena
- All electrical to be completed by Yanmar Arena

OPTIONS:

- Return trip for startup if electrical is not completed by the time of installation (ADD \$1086)
- Disposal of old steel door by Yanmar Arena (SUBTRACT \$1000)

Raptor Pro Series Door

Rite-Hite's high performance Raptor Rubber Series Doors are designed to withstand the toughest, harshest environments. Building on Rite-Hite's reputation as the safest doors in the industry, they are now also the smartest.

Designed for a wide variety of openings

A single operational platform can be used for interior, exterior and high wind applications.

Durable, high-density material

A thick 1/4" SBR Rubber curtain incorporating Soft Breakaway Technology minimizes damage and eliminates downtime from impacts.

Simplicity made easy

With fewer moving parts, no hinges, cables or counterbalance springs to adjust.

One of the industry's highest operating speeds for a rubber door

Operating speeds up to 48" (1.2192 m/sec) per second depending on door size.

Smart, Connected Capabilities

Rite-Hite provides smart, connected capabilities as part of the Rite-Hite Extended Warranty. Facilities gain visibility into their doors productivity and maintenance, helping to increase safety through the Rite-Hite Digital Platform.

TRUE Auto Re-feed™

After an accidental impact, the Raptor Pro rubber door re-feeds itself on the fly without human intervention, keeping your door closed and downtime to a minimum.

Inherently safer by design

Thanks to soft bottom design and Soft Breakaway Technology, springless design, light curtain and optional laser sensors.



Graphic User Interface (GUI)

Specifications

Speed

Peak speeds up to 48"/sec (1.2192 m/sec) with standard variable frequency drive. Top speed is dependent on door size.

Size

Minimum – 6'0" w x 8'0" h (1828 mm x 2438 mm)
Maximum – 16'0" w x 16'0" h (4876 mm x 4876 mm)

Curtain material

1/4" SBR Rubber, 2-ply material.

Side frames

Leg-In or Leg-Out option and able to be changed in field.

Drive system

Powered Up/Gravity Down Design with Direct Drive Variable Speed Operator (manual chain hoist included).

Electrical requirements

Three-phase: 208V, 230V, 460V, 575V (Optional)

Graphic User Interface (GUI)

Industry's only 7" (178 mm) LCD touch screen interface that provides increased safety by allowing an individual to simply access the control box settings without wearing the necessary PPE often required for accessing a live electrical panel.

Curtain retention

Standard 20 psf static windload which is equivalent up to a 115 mph windload. Windload is dependent on door size.

Safety features

Soft Bottom Design - Soft Breakaway Technology, Light Curtain Detection and Reversing Slack Sensor.

Control box

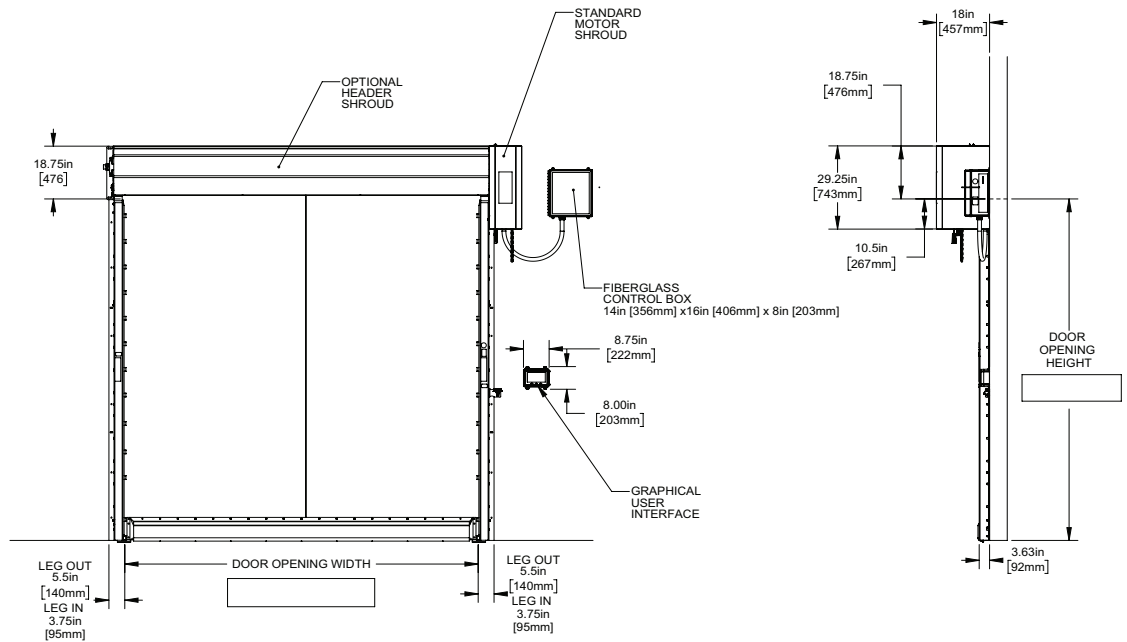
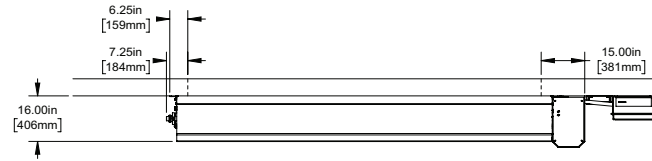
- » i-COMM™ 3 Digital Controller, variable frequency drive.
- » Pre-wired and factory tested.
- » Standard fiberglass NEMA 4X rated enclosure.

Warranty

Five (5) Year for motor, brake and gearbox.
 Two (2) Year on all mechanical and electrical parts.
 One (1) Year labor.

Rite-Hite extended warranty

Seven (7) Year drive system.
 Three (3) Year fabric/panel, electrical & mechanical.
 Two (2) Year labor.



RAPTOR PRO DETAILS

Note: Consult order form for additional product specifications & all available options.



D23RRPSS0303G1

Milwaukee, Wisconsin, USA

www.ritehite.com

P 414-355-2600 (800-456-0600)

F 414-355-9248

Rite-Hite® Raptor Door, TRUE Auto Re-feed™, i-COMM™ are trademarks of the Rite-Hite Holding Corporation. Rite-Hite products may be covered by one or more U.S. Patents with other U.S. and foreign patents pending. Patent coverage: www.ritehite.com/patents. The information herein is provided as a general reference only regarding the use of the applicable products. The specifications stated here are subject to change. Manufactured by Rite-Hite Doors, Inc.

Rite-Hite® Doors Graphic User Interface

Rite-Hite Door's unique Graphic User Interface (GUI) offers the industry's only 7" LCD touch screen operator that provides increased safety by allowing an individual to simply access the control box settings without wearing the necessary PPE often required for accessing a live electrical panel.

Beyond safety, Rite-Hite's GUI stands alone with its ability to work with building management systems, its wireless interlock capabilities and language toggle options. The GUI also provides you with useful insights such as average time the door is spent open or closed, among others.

Simple and Convenient Controls

The GUI provides an easy to understand 7" Color LCD Touch Screen that allows for seamless adjustments and troubleshooting from a convenient location near the door opening.

Increased Safety

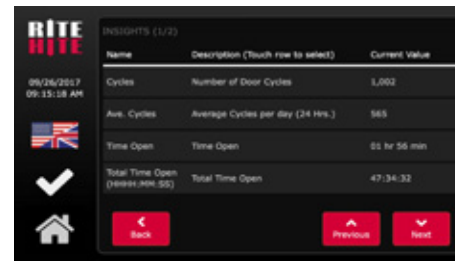
Low voltage connections from the larger control panel near the motor provide access to the door settings without exposing personnel to the risk of arc flash.

Designed for every application

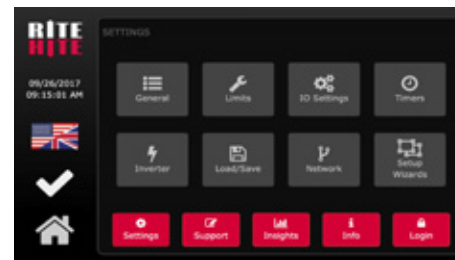
The Plastic NEMA 4X enclosure is designed for all applications including interior, exterior, wash down, coolers and freezers.

Clean look

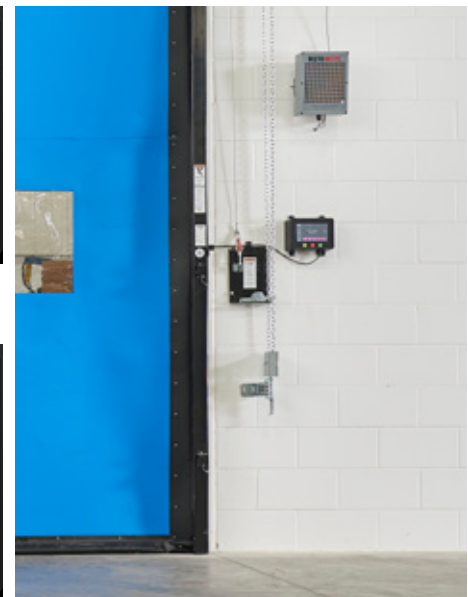
With its compact design the GUI creates a clean appearance by utilizing a smaller footprint and minimal control cable to provide an aesthetically pleasing finished product.



Graphic User Interface - Insights Screen



Graphic User Interface - Settings Screen



Specifications

Options available on the graphic user interface can be used on any Rite-Hite Door with an i-COMM™ 3 and an encoder.

**Older doors are upgradeable*

Control box

The i-COMM™ 3 Digital Controller, displaying real-time door status with variable frequency drive. The NEMA 4X box is prewired with external connections brought into pre-coded terminals. Available remote mount controls.

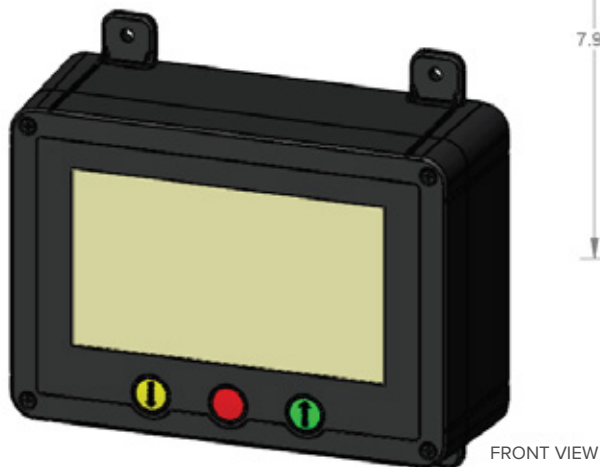
Graphic User Interface (GUI)

The graphic user interface is designed to provide a clean and simplified control interface that increases safety by reducing the need to access the high voltage control panel when maintenance and door adjustments are required.

- » 7" (178mm) Color LCD Touch Screen
- » State of the art low voltage controls designed to provide complete control
- » Simple troubleshooting screens
- » Useful insights such as cycle times and average time the door is spent open and closed
- » Supports multiple languages
- » Supports network connectivity
- » Wireless interlock capabilities
- » NEMA 4X enclosure

Limited warranty

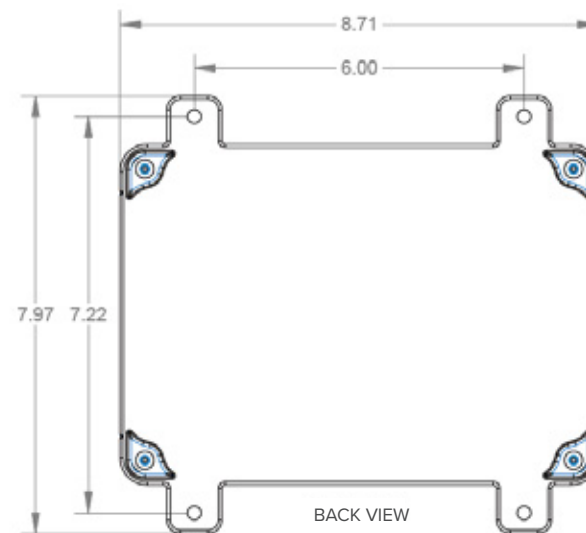
Two (2) Year on all mechanical and electrical parts.
One (1) Year labor.
Five (5) Year for motor, brake and gearbox.



PLASTIC NEMA 4X GRAPHIC USER INTERFACE

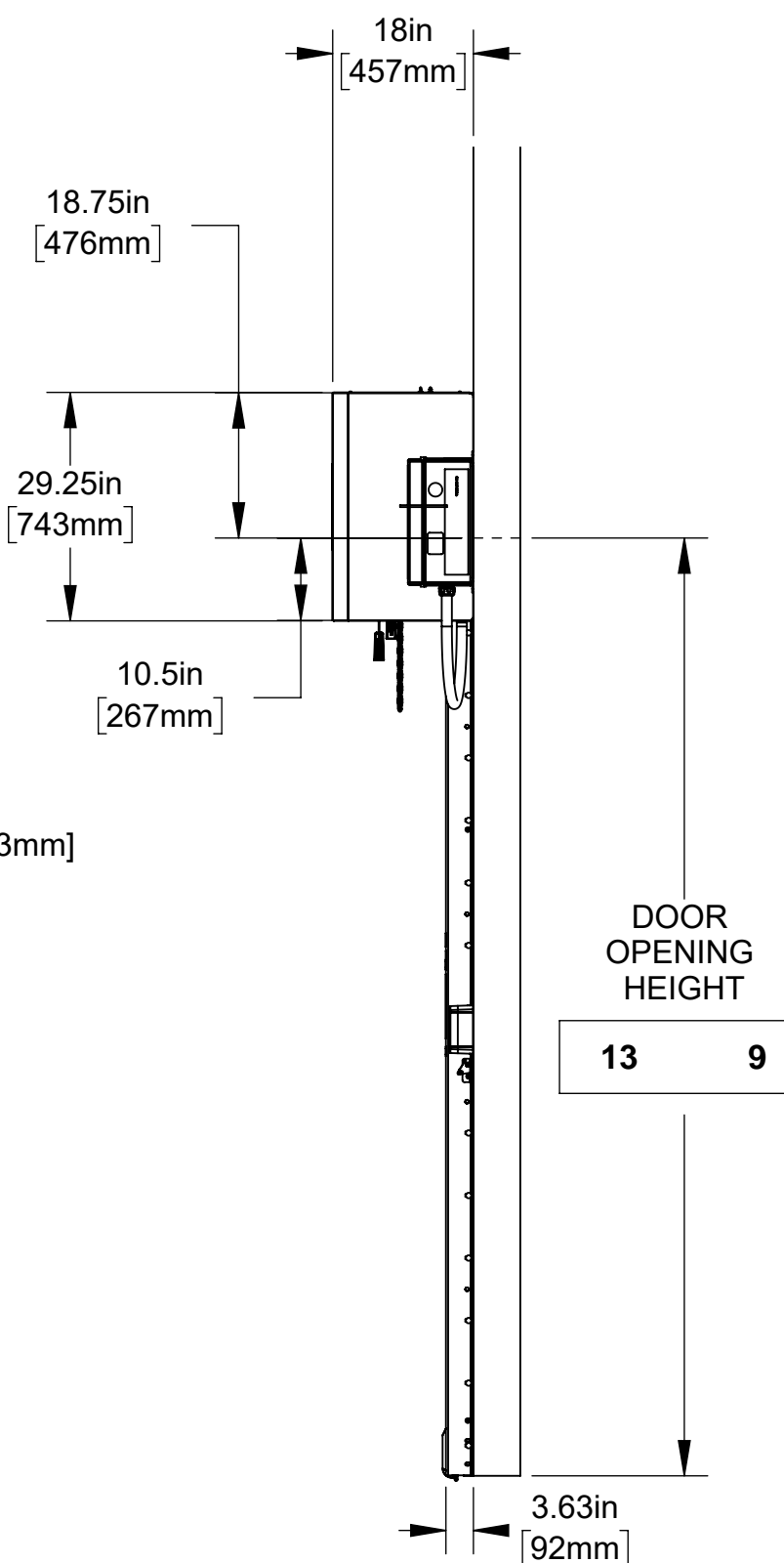
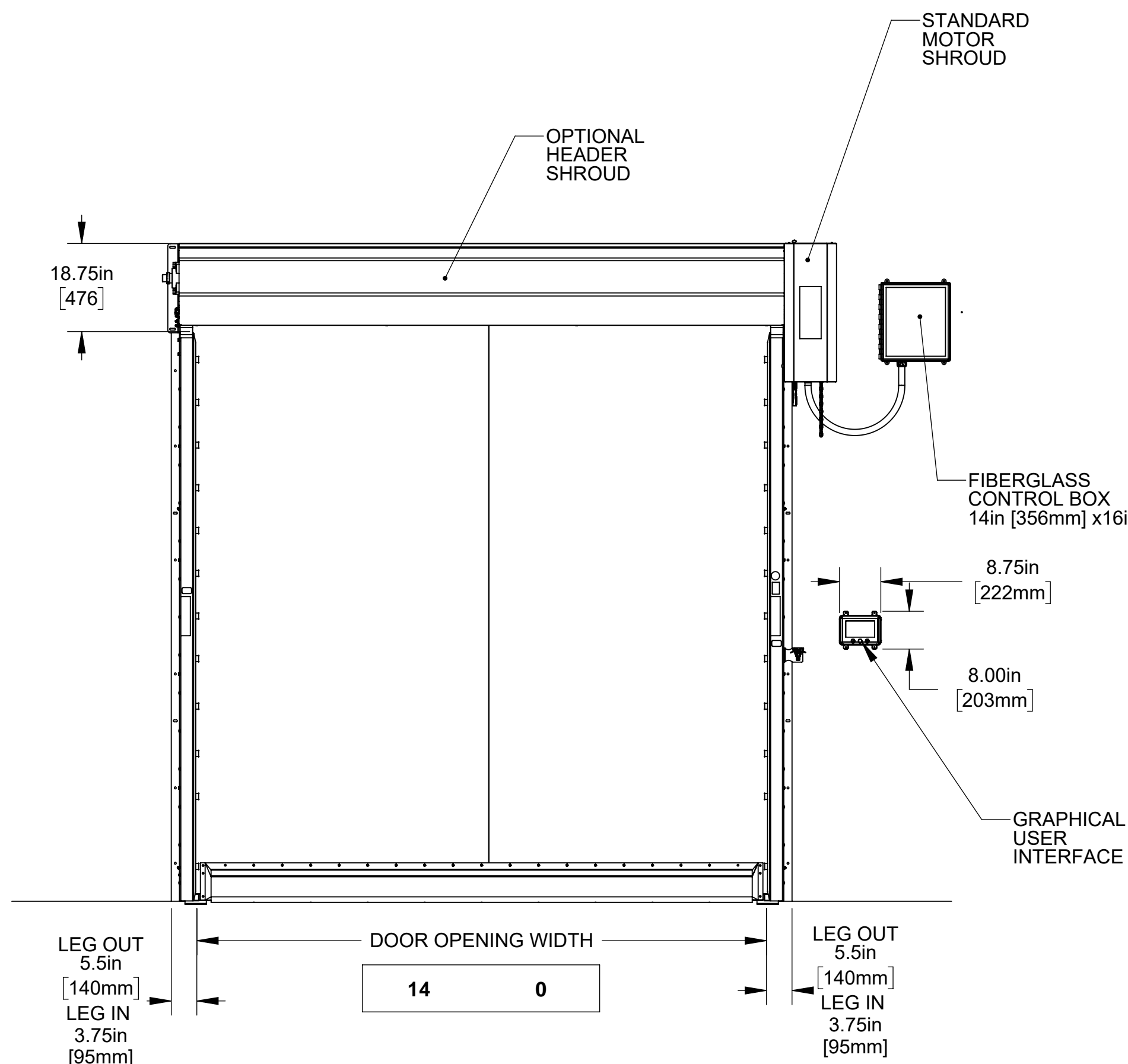
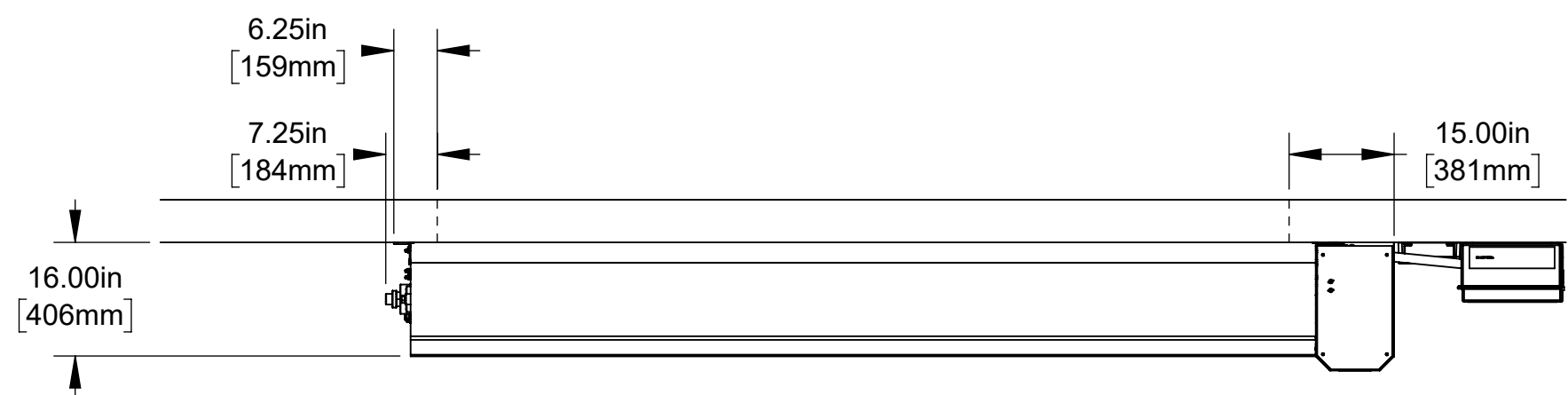
Instructions:

- 1) Fasten plastic NEMA 4X enclosure to the wall making sure to use the mounting tabs provided.
- 2) Attach cable-glands to the bottom of the touchscreen enclosure and control-box enclosure.
- 3) Shut off power to the control box, and use proper lockout-tagout procedures.
- 4) At the control box, plug in the connector.
- 5) Route the cable from the control box, through the cable glands into the touchscreen enclosure.
- 6) Secure the wires to the terminal plug on the printed circuit board mounted to the back of the touchscreen. Refer to the provided wiring diagram.
- 7) Power up the door.
- 8) Make sure the touchscreen and membrane switch function as intended. Secure the cover to the touchscreen enclosure.



NEXT ASSEMBLY FINAL	FINAL ASSEMBLY FINAL
------------------------	-------------------------

REVISION HISTORY				
REV.	DATE	NOTE	ECN	BY
-	6/8/2021	INITIAL RELEASE	10280	DSL
A	6/24/2021	LEG IN DIM ADDED	10280	DSL
A	6/24/2021	LEG IN DIM ADDED	10280	DSL
A	6/24/2021	LEG IN DIM ADDED	10280	DSL
B	6/24/2021	LEG IN DIM ADDED	10280	DSL



CONSULT PRODUCT SELL/SPECIFICATION SHEET & ORDER FORM FOR ADDITIONAL PRODUCT SPECIFICATIONS & ALL AVAILABLE OPTIONS.
SEE 9811A002 FOR LEFT HAND DRIVE

FINISH		MATERIAL	
CONFIDENTIAL		DRAWN BY DSL	
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES.		DRAWN DATE 04/29/2021	
TOLERANCES:		INITIAL ECN	
.X = ±.050		DATE ISSUED 5/14/2021	
.XX = ±.010		REFERENCE	
.XXX = ±.005		ALL SHEETS ARE THE SAME REVISION STATUS	
ANGLE = ±1.0°		DO NOT SCALE DRAWING	
THIRD ANGLE PROJECTION		TITLE	
		RITE-HITE® DOORS INC.	
© 2010 RITE-HITE® DOORS INC.		ARCHITECTURAL APPROVAL	
		RAPTOR PRO	
		RIGHT HAND DRIVE	
		SIZE MODEL DWG NO	
		C RAPPRO 9811A001	
		REV B	
		SCALE 1:24 PART# - SHEET 1 OF 1	

Clear All Fields

TERMS AND CONDITIONS

Standard Terms:

Standard Remarks

These Standard Remarks shall apply to the sale and/or provision of all products and services manufactured and sold by Rite-Hite Company, LLC, Arbon Equipment Corporation, Rite-Hite International, Inc., and DuctSox Corporation, their affiliates and representatives (collectively 'Seller'). These Standard Remarks are part of and incorporated into the Standard Terms and Conditions referenced herein and accessed at <https://ritehite.widen.net/content/eziwcztx1/pdf/Rite-Hite-Standard-Terms-and-Conditions.pdf>.

- A. Delivery will be per the project schedule, unless a specific 'order date/delivery date' has been set.
- B. If applicable, all product lead times are calculated from the time that all approved documentation is returned to us.
- C. All installation prices are based on reasonable access to the installation site. Seller reserves the right to address any additional costs incurred due to poor or obstructed access or interference by other trades or weather-related site conditions.
- D. Unless specifically stated otherwise, all installation will be performed by non-union personnel. If union labor is required additional charges will apply. This Agreement is not subject to prevailing wage requirements unless expressly stated and accompanied by required documentation and the applicable wage determination. Additional charges will apply for prevailing wage projects.
- E. By accepting this proposal, Purchaser accepts product specifications, configuration and terms and conditions.
- F. For Domestic transactions prices are F.O.B. manufacturer's point of shipment and are firm for 30 days on quantities shown. For International transactions prices are FCA Factory point of shipment and are firm for 30 days on quantities shown.
- G. Purchaser is responsible for all sales and use taxes not specified herein.
- H. ALL TERMS AND CONDITIONS ATTACHED OR HEREIN REFERENCED, INCLUDING LIMITATIONS ON LIABILITY AND DISCLAIMERS OF WARRANTY APPLY AND ARE INCORPORATED HEREIN BY REFERENCE.
- I. This proposal does not provide for additional project specific, COVID-19 specific, or other health emergency requirements including but not limited to additional PPE, health assessment, decontamination, or designated additional manpower. Any additional requirements must be identified in writing prior and presented to Seller for review. Any additional costs for additional equipment, labor, or logistics will be presented thereafter.
- J. Purchaser has read, understands and agrees to the prices, terms and conditions herein and incorporated by reference. Seller objects to any additional terms or conditions. Issuance of a purchase order and/or contract to purchase product or services shall be acceptance of these terms herein stated with or without signature. Any language, terms or conditions contained in a purchase order and/or contract that is contrary to those herein or those incorporated by reference shall be null and void as this is the complete and exclusive contract between Purchaser and Seller with respect to products and/or services. Shipment of any product or any services performed pursuant to a purchase order and/or agreement shall be unaffected by language contained in this proposal and any such shipment or performance of services shall be unaffected by language contrary in any purchase order or contract. All terms and conditions are incorporated by reference and contained also on Seller's website at <https://ritehite.widen.net/content/eziwcztx1/pdf/Rite-Hite-Standard-Terms-and-Conditions.pdf>.

Standard Terms & Conditions

(Revised 03.01.23)

1. **ORDERS; QUOTATIONS.** These terms and conditions shall apply to the sale and/or provision of all products and services manufactured and sold by Rite-Hite Company, LLC, Arbon Equipment Corporation, Rite-Hite International, Inc. and DuctSox Corporation, their affiliates and representatives (collectively 'Seller'). Purchaser has read, understands and agrees to the prices, terms and conditions herein and attached and Seller objects to any additional terms or conditions. Issuance of a purchase order and/or contract to purchase product or services shall be acceptance of these terms herein stated with or without signature. Any language, terms or conditions contained in a purchase order and/or contract that is contrary to those herein shall be null and void as this is the complete and exclusive contract between Purchaser and Seller with respect to products and/or services. Shipment of any product or any services performed pursuant to a purchase order and/or

agreement shall be unaffected by language contained in this proposal and any such shipment or performance of services shall be unaffected by language contrary in any purchase order or contract. This Agreement is not subject to prevailing wage requirements unless expressly stated and accompanied by required documentation and the applicable wage determination. Any and all modifications to this Order must be in writing and signed by the Seller.

2. **PRICING.** For Domestic transactions prices are F.O.B. manufacturer's point of shipment and are firm for 30 days on quantities shown. For International transactions prices are FCA Factory point of shipment and are firm for 30 days on quantities shown. All bonds or permits shall be Purchaser's responsibility unless specified in a quotation. All quotations are void if not accepted by Purchaser in writing within 30 days from its date. Seller reserves the right to increase a quoted fee in the event that the Purchaser requests a variation on the goods agreed. If Purchaser does not take delivery of a confirmed Order for goods within 90 days of the agreed upon delivery date, Seller shall have the right to increase the purchase price provided Seller gives Purchaser reasonable notice of the proposed price increase. In the event of a proposed price increase based on the foregoing Purchaser shall have the right to cancel this agreement within 5 days after receipt of such notice and subject to the pre-shipment Cancellation Charges below.
3. **DELIVERY.** Delivery dates specified, if any, are estimates and Seller shall in no event be held liable for delays occasioned by labor disputes, material shortages, acts of God, epidemics, pandemics, fires, floods, severe storms, delays in transportation, or any event or circumstances beyond its exclusive control. IN THE EVENT OF A DELAY OR FAILURE OF PERFORMANCE NOT EXCUSED UNDER THE FOREGOING, SELLER'S LIABILITY SHALL NOT EXCEED THAT PORTION OF THE INVOICE PRICE REPRESENTED BY THE QUANTITY OR MATERIAL DELAYED OR NOT SHIPPED. Purchaser acknowledges that title and risk of loss shall pass upon delivery of the goods to carrier.
4. **PAYMENTS.** Net invoices will be paid within 30 days from the date of invoice for equipment purchases and 15 days from the date of invoice for service transactions. A finance charge of two-percent (2%) per month, or the highest rate allowed by law may be added to the unpaid balance on all accounts not paid in full on or before the due date. Purchaser shall be liable for all costs of collection for unpaid balances including but not limited to reasonable attorney fees and court costs. Unloading of all goods is the responsibility of the Purchaser.
5. **WARRANTIES.** In all cases in which a manufacturer extends to Seller a limited warranty for finished goods covered by this document, that warranty and all associated limitations of liability shall control Purchaser's rights. Seller's standard limited warranty is as follows: Seller warrants that its products will be free from defects in design, materials and workmanship for a period of one to five years from the date of shipment depending on the product. All claims for breach of warranty must be made within 30 days after the defect is or can, with reasonable care, be detected. In order to be entitled to the benefits of this warranty, the products must have been properly installed, maintained, operated within their rated capacities, and not otherwise abused. This warranty is Seller's exclusive express warranty. SELLER EXPRESSLY DISCLAIMS ANY OTHER EXPRESS WARRANTIES INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. Nonstandard Seller warranties, if any, must be specified by Seller in writing. In the event of any defects covered by this limited warranty, Seller will remedy such defects by repairing or replacing any defective equipment or parts, bearing all of the costs for parts, labor and transportation. This shall be the exclusive remedy for all claims whether based on contract negligence or strict liability.
6. **EXTENDED WARRANTY.** If Purchaser has purchased an extended warranty for select Rite-Hite manufactured products then Purchaser acknowledges and agrees to the extended warranty terms and conditions contained on <https://ritehite.widen.net/content/btuwsnpg9v/pdf/Rite-Hite-Extended-Warranty-Agreement.pdf>.
7. **LIMITATION OF LIABILITY.** RITE-HITE COMPANY, LLC, ARBON EQUIPMENT CORPORATION, RITE-HITE INTERNATIONAL, INC. AND DUCTSOX CORPORATION AND THEIR PARENT, AFFILIATES, SUBSIDIARIES, EMPLOYEES, AGENTS, AND REPRESENTATIVES SHALL IN NO EVENT BE LIABLE FOR ANY LOSS OF THE USE OF ANY EQUIPMENT OR SPECIAL, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGE OF ANY KIND WHETHER FOR BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY. SELLER'S LIABILITY AND BUYER'S EXCLUSIVE REMEDY IS EXPRESSLY LIMITED TO THE REPAIR OR REPLACEMENT OF GOODS OR REPERFORMANCE OF SERVICES, WITHOUT COST TO BUYER, OF DEFECTIVE MATERIALS, OR THE REPAYMENT OF THE PURCHASE PRICE UPON RETURN OF MATERIALS, OR THE GRANTING OF A REASONABLE ALLOWANCE ON ACCOUNT OF ANY DEFECTS, AS SELLER MAY SOLELY ELECT. Seller shall have the right, at all times hereafter, to inspect the materials and otherwise investigate Purchaser's claims.
8. **SPECIFICATIONS.** The application of a manufacturer's specifications to a particular job is the responsibility of the Purchaser.
9. **CANCELLATION CHARGES.** If Purchaser cancels an order for goods before accepting the goods for any reason other than a timely objection to a price increase, the following cancellation charges expressed in a percent of the purchase price will be paid by the Purchaser and constitute liquidated damages.
 - A. Standard equipment cancelled
 - before (pre) shipment - 20%
 - after shipment but before installation - 50% plus cost of shipment and return
 - B. Special equipment cancelled
 - before manufacturing - 20%
 - during manufacturing - 100%
 - after shipment - 100% plus cost of shipment and return

'Standard Equipment' means any equipment described on current price list as available without modifications, options, or changes whether at additional cost or not excepting rail car ramps which are considered special equipment being manufactured to the purchaser's center line dimensions. All other equipment is special equipment.

- 10. PERFORMANCE.** Seller shall perform all services in a professional and workmanlike manner. Nothing herein shall be deemed to constitute Seller as a joint venturer, partner, or anything other than an independent contractor. Purchaser acknowledges that it will comply with all U.S. laws and regulations including but not limited to U.S. laws regulating export compliance. If Purchaser (i) fails to perform any of the terms and conditions to be performed by Purchaser, including, without limitation, payment of the purchase price when due, (ii) dissolves or is liquidated, or (iii) is the subject of a proceeding in bankruptcy, insolvency, receivership or assignment or the benefit of creditors, then Seller may, in its sole discretion, without notice to Purchaser, declare Purchaser to be in default. Upon or after default, Seller may, without notice, (i) defer any shipments or stop any materials shipped while in transit until payment in full is made, or until Seller is otherwise satisfied as to Purchaser's financial responsibility and Purchaser has given adequate assurance of payment to Seller as requested by Seller, (ii) cancel in whole, or in part, any and all orders then outstanding between Seller and Purchaser, (iii) declare all sums owing hereunder and under any other agreement, documents or instruments between Seller and Purchaser, whether now or hereafter existing to be immediately due and payable, and (iv) exercise any and all other rights and remedies available under applicable law, including, without limitation, the Uniform Commercial Code of Wisconsin. All attorneys' fees and legal expenses incurred by Seller in enforcing the same shall be borne by Purchaser.
- 11. INDEMNIFICATION.** Purchaser shall defend, indemnify and hold Seller, its agents and employees harmless against any and all liability including strict liability, any allegations, demands, claims, charges, causes of action, suits, proceedings, judgments, awards, orders, decrees, losses, fines, penalties, costs and expenses including but not limited to attorneys' fees arising out of Purchaser's use of the goods and/or services. Purchaser agrees that upon acceptance of the goods or services or payment hereunder, that any action shall be commenced within one (1) year.
- 12. CONFIDENTIAL INFORMATION.** Purchaser and Seller may have access to, acquire, or become acquainted with confidential and proprietary information relating to the other party's business, including without limitation, financial information, market information, business projections, business methods, algorithms, trade secrets, technology, contacts, etc. that is not generally known to the public (the 'confidential or proprietary information'). Each party shall hold in strictest confidence and shall not (other than as required in the performance of the party's duties or specifically allowed in writing) disclose or use, either directly or indirectly, any confidential or proprietary information, either during the term of the Agreement, or any time thereafter. Notwithstanding anything to the contrary, 'confidential or proprietary information' shall not include any information: (a) which is, at the time of disclosure, known to the recipient without violation of this Agreement or is generally available to the public; (b) which becomes at a later date, known to the recipient or generally available to the public through no act or omission of the recipient, and then only after such later date; or (c) to the extent which may be required by process of law to be disclosed by the recipient, but only upon prior written notice to the disclosing party of no less than ten (10) days, if notice is permitted, so that the disclosing party may obtain a protective order or other equitable relief. Seller shall continue to own all of its intellectual property rights related to its products and services made under this Agreement.
- 13. FIRMWARE.** Purchaser shall not, and shall not permit others to alter, adapt, translate, decompile, disassemble, copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to work around or discover any part of the software or firmware within the Rite-Hite Equipment.
- 14. VENUE/JURISDICTION/SEVERABILITY.** This transaction shall be governed by the laws of the State of Wisconsin. Purchaser hereby agrees that any all disputes arising under this Order shall be subject to adjudication only in the state courts of Milwaukee County, Wisconsin or the Eastern United States District Court in Milwaukee, Wisconsin and Purchaser hereby consents to the exclusive jurisdiction of those courts. Seller shall be entitled to attorneys' fees in the event it is the prevailing party in any dispute related to these terms and conditions. The rights and obligations of the parties hereunder shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. If any provision is declared invalid by a court of competent jurisdiction all other provisions shall remain in full force and effect.
- 15. ARBON CONTRACTOR LICENSE INFORMATION.** AZ # ROC208759 | CA # 997264 | LA # 69155 | NM # 91599 | NV # 0079601 & 0086469 | OR # 149586 | WA # ARBONEC023BG | WV # WV030549

Proposal Acceptance

I have read and agree to the terms and conditions

Name: _____

Title: _____

Date Signed: _____

PO#: _____

Signature: _____

DOOR SERVICE INC

Item 19.

Contact: Marty Giles
 Phone: 715-394-7447
 Email: DoorServiceSuperior@hotmail.com

December 12, 2023
 Quote No: 23-1212-03

Quotation

Prepared For:	Grand Rapids Arena	Location	Grand Rapids Mn
Phone:	218-259-4485	Email:	danderson@grandrapidsmn.gov
Job Name:	Fabric door	Attn:	Dale

Qty	Size	Door Description & Options	Prices
1	14'x12'	Albany "RR300" Rolling Fabric Door & Operator	\$15,535.00
		Labor and equipment to replace Door Assembly	\$2,850.00
		Total	\$18,385.00
		TAXES ARE INCLUDED	

75% down, balance upon completion

ALBANY RR300

An economical interior High Performance Fabric Door. Standard features include:

- Low Profile Guides: Anodized aluminum side frames project 3" from wall with 4½" side clearance.
- Breakaway Self-Resetting: When impacted, the door panel automatically resets with just the push of a button.
- Padded Bottom Bar: Rigid breakaway bottom bar protects against injuries with a soft padded surface.
- Full Weather Seals: Header and side frames seal when door is closed, reducing energy loss and maintaining climate control.
- ACS100 Control Panel - Variable frequency drive with soft-start/soft stop and absolute encoder.

Included in the door:

- 40 oz Vinyl door blade
- Door blade color: Blue
- Full width vision banner
- Three phase 460 vac main incoming power
- ACS100 control box 22x13 Steel
- Through Beam Photo Cells (Safety)
- Wireless Bottom Beam
- Windribs (up to 65 IPS)
- Opening push button station (Remote)

Notes

THIS QUOTATION IS VALID FOR 30 DAYS

Door Service Inc | 427 John Ave | Superior, WI 54880 | Phone: 715-394-7447
 Door Service Inc | 508 SE 10th St | Grand Rapids, MN 55744 | Phone: 218-326-0518

Explanation of Sales Price:

If this quotation includes installation as a purchase option, Door Service Inc will generally consider itself a contractor installing or improving real property. This will make the job non-taxable to the customer; and as the contractor, Door Service Inc is responsible to pay tax on the materials used in this job. Without installation as a purchase option, this quote would represent a sale of tangible personal property and all applicable sales taxes would be charged separately to the customer unless the customer can present a valid Exemption Certificate.

General Terms and Conditions of Quote:

Any and all building permits, if necessary, by someone other than Door Service Inc.
All electrical work is requirement of someone other than Door Service Inc unless specifically stated in Quote (wiring control panel to motor, disconnects and activators).
Space requirements to be confirmed. Any obstructions to be removed by owner, unless purchased as an option.
Installation during normal business hours (M-F 7:00 AM to 5:00 PM) Non-Normal business hour installations may incur additional charges.
Ready access must be made available.
Door to be clear of traffic during installation.
Door to be installed on opening prepared to manufacturers specifications by others, unless purchased as an option.
Unloading at job site required. If unloading is not available at job site, additional charges may be incurred.
All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over and above the estimate.
All agreements contingent upon strikes, accidents or delays beyond our control.

Payment to be made as follows:

Net 30 days

Acceptance of Quote:

Date of Acceptance: _____

Signature: _____

Door Service Inc | 427 John Ave | Superior, WI 54880 | Phone: 715-394-7447
Door Service Inc | 508 SE 10th St | Grand Rapids, MN 55744 | Phone: 218-326-0518



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 22, 2024

AGENDA ITEM: Consider accepting a quote from Rapid Garage Door for installing a new coil overhead door at Yanmar Arena.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

The overhead door at the north end of the arena has required significant repairs over the past few months and is beyond its expected life. Staff have looked into several options including rubber, fabric, and steel. We recommend accepting the quote from Rapid Garage Door for \$17,996.00. Competing quotes are attached for your review. This is being funded with the contingency budget from the Civic Center remodel project.

REQUESTED COUNCIL ACTION:

Make a motion to accept the quote from Rapid Garage Door for \$17,996.00 for installing a new coil overhead door at Yanmar Arena



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 22, 2024
AGENDA ITEM: Consider approving amended Council By-Laws
PREPARED BY: Kimberly Gibeau

BACKGROUND:

The City Council adopts the Council By-laws at the beginning of each calendar year. If draft changes are considered, a notice will be made at the first meeting of the year that changes will be considered at a subsequent meeting.

Attached are the Council By-Laws with recommended updates for consideration.

REQUESTED COUNCIL ACTION:

Make a motion to approve amended City Council By-Laws as presented.

PROCEDURE OF THE CITY COUNCIL
OF GRAND RAPIDS, MINNESOTA
(COUNCIL BY-LAWS)

Amended by City Council
Revised – 1/22/2024

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PROCEDURES OF THE CITY COUNCIL
OF GRAND RAPIDS, MINNESOTA

1. **MEETINGS:**

A. **OPEN MEETINGS:**

All Council and Council committee meetings, including special and adjourned meetings, with the exception of closed meetings as defined, shall be open to the public. All meetings and notices of meetings are subject to MN. STAT. 471.705 Minnesota Open Meeting Law.

B. **QUORUM:**

A simple majority (3) of the Council shall constitute a quorum for the valid transaction of any scheduled business to come before the Council.

C. **COUNCIL MEETINGS:**

1. **REGULAR MEETINGS:** The City Council shall meet on the 2nd and 4th Monday of each month at 5:00 p.m., except in December when the meetings will be on the 1st and 3rd Monday.
 - a. Meetings falling on a holiday will be scheduled for Tuesday of that week.
 - b. All meetings, including special, recessed, and continued meetings, shall be held in the City Hall Council Chambers unless otherwise designated.
2. **SPECIAL MEETINGS:** Special meetings of the Council may be called by the Mayor or by any two Council members by written request filed with the City Administrator at least three days before the meeting. The City Clerk shall notify each member of the time, place and purpose of the meeting by written notice, at least one day before the special meeting.
 - a. Special meetings may be held without prior written notice to Council members when:
 - 1) All Council members are present at the meeting that the date and time are set for the special meeting or;
 - 2) Consent in writing or by phone to the City Clerk (consent shall be filed with the Clerk prior to the beginning of the meeting).
3. **COUNCIL WORKSESSION:** A Council Worksession will be a special meeting regularly scheduled from 4:00 p.m. to 5:00 p.m. on the second and fourth Monday of each month unless otherwise scheduled.

- 4. **CLOSED MEETINGS:** The state open meeting law allows certain matters to be discussed by the Council in a closed meeting.
 - a. **RESOLUTION:** The meeting shall be closed by motion of the Council at a public meeting. The motion shall include the time, place and the nature of the subject to be discussed.
 - b. **NOTICE:** The City Clerk shall give advance notice of a closed meeting in the same manner as advance notice of other Council meetings.
 - 1. If the closed meeting is held during other meetings of the Council, the notice will state the approximate time that the closed meeting is scheduled.
 - 2. If a meeting must be held under urgent or emergency circumstances which make it impractical to give the customary advance notice, the City Clerk shall make a reasonable, good faith effort to give advance notice to the local news media by other means.
 - c. **SCHEDULE:** If the meeting is held on the same day as a regular Council meeting, it shall be scheduled prior to or immediately following the regular worksession or meeting, whichever is suitable at time of scheduling.
 - d. **ATTENDANCE:** Shall be limited to Council members, the City Attorney (s), City Administrator, and other resource persons designated by the Council, Administrator and/or City Attorney and approved by the Council. A written roll of all persons present at the closed meeting shall be made available to the public after the closed meeting.
 - e. **CLOSED MEETING TO DISCUSS LITIGATION:** The City Attorney shall make a reasonable effort to informally convey information to the news media regarding the subject matter of the meeting.
 - f. **CLOSED MEETING TO DISCUSS STRATEGY FOR LABOR NEGOTIATIONS:** The proceedings at the closed meetings shall be recorded at the expense of the governing body and shall be preserved for two years after the contract is signed and shall be made available to the public after all labor contracts are signed by the governing body.
 - g. **MINUTES OF CLOSED MEETINGS:**
 - 1. Minutes for Litigation Matters. Minutes will be prepared, listing persons attending the meeting and the discussion during the meeting. The minutes shall be

retained by the attorney for the City and available for Council member review until:

- a) The earliest date when the City Attorney determines that public disclosure would no longer impair the public interest;
- b) All matters discussed have become part of public record;
- c) The matter in controversy is concluded; or
- d) When a majority of the entire City Council approves release of the minutes.

2. Minutes to discuss strategy for labor negotiations. A closed meeting for labor negotiations can also be recorded, and be considered as private data until one of the above (a-d) has been determined. The recording will be kept on file by the Clerk.

5. **ORGANIZATIONAL MEETING:** The Council shall conduct an Organizational Meeting concurrent with the first Regular Council Meeting in January of each year, to:

- a. Adopt Council By-Laws. When there are proposed changes to By-Laws during the calendar year, such proposed changes shall be identified in a request for council action at the meeting prior to the meeting it is discussed and considered for approval.
- b. Appoint the Mayor Pro-Tem.
- c. Designate the depositories of City funds.
- d. Designate the official newspaper.
- e. Mayoral Appointment and Council approval (Appendix D)
 - Economic Development Authority
 - Civic Center/Park & Recreation Advisory Board
 - Housing and Redevelopment Authority
 - Council appointments (Appendix C)
 - Public Utilities Commission
 - Grand Rapids Cable Commission
- f. Appoint Special Council representatives.
 - Coalition of Greater Minnesota Cities
 - City/County Committee
 - Western Mesabi Mine Pit Board
 - Range Association of Municipalities & Schools
 - League of Minnesota Cities
 - Natural Gas Joint Powers Board
 - Greenway Joint Recreation Association
 - Arts and Culture Commission – Shall be advisory only.

D. PRESIDING OFFICER:

1. The Mayor shall preside at all meetings of the Council.
2. In the absence of the Mayor the Mayor Pro-Tem shall preside.
3. In the absence of the Mayor and the Mayor Pro-Tem the Clerk shall call the meeting to order. The first order of business shall be to select a presiding officer. The Clerk shall preside until the Council members present choose a member to act as presiding officer.
4. The presiding officer shall preserve order, enforce the rules of procedure and determine without debate all questions of procedure and order, subject to the final decision of the Council on an appeal.
5. The presiding officer may make motions, second motions or speak on any questions, except that on demand of any Council member he/she shall vacate the chair and designate a Council member to preside temporarily.
6. Any member may appeal to the full Council a ruling of the presiding officer.
 - a. If the appeal is seconded, the member may speak once solely on the question involved and the presiding officer may explain his/her ruling, but no other Council member shall participate in the discussion.
 - b. The appeal shall be sustained if it is approved by a majority of the members present exclusive of the presiding officer.

E. VOTING:

1. The votes of the Council will be taken by voice vote.
2. Votes will be considered unanimous unless otherwise noted.
3. Council members may ask for a roll call vote by the Clerk on any motion or resolution.
4. The Clerk shall ask for a verification roll call if the vote of a Council member is not clear on a voice vote.
5. A majority vote of all Council members shall be necessary for approval of any ordinance unless a larger majority is required by Minnesota State Statute. Except, as otherwise provided by Statutes, a majority vote of a quorum shall prevail in all other cases.

F. RULES OF ORDER: The proceedings of the Council shall be conducted in accordance with Appendix A – Simplified Rules and Section 1 D-6.

G. MINUTES:

1. Minutes are the official record of the City Council once approved.
 - a. The Clerk shall keep permanent electronic minute files to record at length all Ordinances passed by the Council.
 - b. Ordinances, resolutions, and claims need not be recorded in full in the minutes if they appear in other permanent records and can be accurately identified from the description given in the minutes.
 - c. The minutes of each Council meeting shall be kept by a recorder designated by the City Administrator or by the City Clerk in the absence of the City Administrator.
2. The minute recorder shall not participate in Council discussions except when called upon by the presiding officer.
3. The minutes of each meeting shall be typed, signed by the Clerk, and copies delivered to each Council member via Council agenda packet when the minutes are placed on the agenda for approval.
 - a. The proceedings of all Regular Council meetings may be recorded. The recording of each meeting shall be clearly marked denoting type of meeting (regular, special, joint for example), date and time. The recording shall be kept in a secure storage area in chronological order and maintained for the length of time required for data storage and maintenance. Access to recordings shall be open to the public but shall be under the supervision of the Administrator's Office and may not be played back on a machine with an erasure feature. Copies of recordings may be made available for a fee as set by the Administrator's Office. (This does not apply to tapes of closed meetings until they are made public as provided in Section I-C 3 subsections 1 & 2).
 - b. At the next regular meeting, following delivery, approval of the minutes shall be considered by the Council.
 - 1) The minutes need not be read aloud.
 - 2) The presiding officer shall call for any additions or corrections.
 - 3) If there is no objection to an addition or correction, it will be made without a vote of the Council.
 - 4) If there is an objection, the Council shall vote upon the addition or correction by roll call vote.

5) Council shall take formal action to approve the minutes as distributed and/or amended.

4. Publishing of Minutes. The City Clerk shall publish Council meeting minutes to the City of Grand Rapids Website after the official minutes are approved by Council with the exception of minutes of closed meetings. The minutes shall include formal actions of the Council and at the City Clerk’s discretion, Council discussion and department head reports.

H. MEETING SCHEDULE:

- 3. Each meeting of the Council shall convene at the time and place appointed.
- 2. Council business shall be conducted in the order of the prepared agenda, unless Council members agree to change the order to accommodate the public.
- 3. The first regular meeting of the month will typically be scheduled the second Monday of the month at 5:00 p.m.
- 4. If all business has not been completed the meeting may be continued to another date and time to complete the scheduled agenda without further notice being required.
- 5. The second regular meeting of the month will typically be scheduled the fourth Monday of the month at 5:00 p.m.
- 6. Working sessions of the Council will generally be scheduled at 4:00 p.m. on the day of Regular Council Meetings or as deemed necessary by the Council.
- 7. Public hearings will normally be scheduled at 5:00 p.m. at the Council’s discretion.

I. ORDER OF BUSINESS:

- 1. Call to Order.
- 2. Call of Roll.
- 3. Presentations/Proclamations
- 4. Positive Happenings in the City
- 5. Public Forum and Correspondence
- 6. Council Reports
- 7. Approval of Minutes.
- 8. Approval of Verified Claims
- 9. Acknowledge Board & Commission Minutes
- 10. Consent Agenda
- 11. Setting of Regular Agenda
- 12. Administration
- 13. Arena, Parks & Recreation

14. Community Development/Economic Development.
15. Engineer/Public Works.
16. Finance Department
17. Fire Department
18. Golf Course
19. Information Tenchnology
20. Library
21. Police
22. Council
23. Public Hearings when scheduled.
24. Adjourn (or Recess)

Notes:

- a. The order of business may be varied by the presiding officer with the consent of the Council.
- b. All public hearings will be conducted at the times scheduled and advertised in the notice of the hearing or immediately following the regular meeting.
- c. Only by majority approval, and when necessary, will business be acted upon by the Council unless scheduled on the agenda.
- d. Care will be taken to place items of general public concern on the evening agenda.

J. AGENDA:

1. An agenda will be prepared for all Council meetings and Council committee meetings in accordance with provisions of Minnesota Statute 471.705.
2. The agenda for special meetings will be set by the presiding officer, or by the Council members calling that meeting three days prior to the meeting at the time of notice and call or at the time of call for an emergency meeting of the Council.
3. The agenda will clearly describe the subject matter under consideration by the Council and any action required.
4. The City Clerk, City Administrator and/or Mayor shall prepare the agenda for all Council meetings.
5. Requests for action or consideration of an item must be presented to the City Administrator and/or Mayor, no later than noon of the business day Wednesday, prior to the Regular Council meeting.
- 6.. City Council members may place an item (items) on the agenda prior to any meeting, by following step five above.

- 7. The agenda, along with information material, will be delivered to each Council member, City Attorney and given to all media formally requesting such notice as provided by Minnesota Statute 471.705, three (3) days prior to the Regular Council meeting.

K. CONSENT AGENDAS:

- 1. A consent agenda allows the Council to consider several items at one time.
- 2. Only one motion is needed to approve all of the items at one time.
- 3. An item on the consent agenda shall be removed for consideration by the request of any one Council member, City staff, or the public and put on the regular agenda for discussion and consideration. This statement shall precede the consent agenda on all printed agendas and shall be announced by the presiding officer prior to consideration of the consent agenda.
- 4. Consent Agendas may be used for approval of the following; except that the City Administrator has the discretion to place other items on the consent agenda if deemed appropriate.

ADMINISTRATION:

- Resolutions supporting projects from other communities when requested by municipal bodies.
- Resolutions to authorize Clerk to publish ordinances in summary.
- Appointment of election judges.
- Approve budgeted equipment purchases.
- Establish Public Hearings

FINANCE:

- Issuance of duplicate checks that have been lost; and waive bond requirements.
- Fund Transfers, as authorized through Budget process.
- Establish Public Hearings.

LICENSES/PERMITS/CONTRACTS:

- Licenses and permits, including liquor licenses, temporary liquor and 3.2 beer license and special On-Sale liquor permits for events at the IRA Civic Center, Grand Rapids Sports Complex, and Central School.

- Gambling license applications requiring Council action
- Fire Contracts, recreation contracts, dog pound contracts, and miscellaneous yearly contracts.

PERSONNEL:

- Accept resignations and authorize advertisements for replacement of positions.
- Approval of job descriptions, except Department Heads, and authorize advertisement of positions when position has previously been approved by Council.
- Appointment (ratification) of part-time employees if these personnel costs have been included in the budget.

PROJECTS:

- Receive petitions and place on file.
- Establish dates for public hearings. (This includes, but not limited to: improvements, rezoning and vacation requests, bond issues, etc.)
- Approve plans and specifications.
- Authorize advertisement for bids/quotes.
- Award of bids and quotes when Council has previously approved solicitation.
- Receive and file project construction feasibility reports.
- Approve contract change orders.
- Accept projects and approve final estimate payments.

- L. **AGENDA MATERIALS:** The Clerk shall make available to the public the agenda material that is presented to the Council. At least one copy of this material shall be available to the public in the Council Chambers and copies provided to the media as requested. Agenda material shall be available to the public by 8:00 a.m. on the day of the regular scheduled meeting at no charge.

M. **ATTENDANCE:**

1. Department Heads may leave the Council Meetings upon completion of their portions of the agenda.

- 2. Department Heads may not need to attend Council Meetings if they are not requested to do so or if they have no relevant items on the agenda.
- 3. The Council may, at its discretion, excuse any staff member from attendance at a meeting during their regular working day.

2. **PUBLIC HEARINGS ON IMPROVEMENTS AND ASSESSMENTS:**

A. **GENERAL PROCEDURE:**

- 1. Opening comments by Mayor.
- 2. Clerk’s statement regarding notices.
- 3. Mayor opens hearing on proposed improvement or assessment.
- 4. Engineer describes improvement and/or assessment procedures.
- 5. General statement of financing.
- 6. Public comments.
 - a. Those favoring improvements are heard.
 - b. Those opposing improvements are heard.
 - c. If public wishes to be heard, but does not want to speak, paper is to be provided at the Clerk’s table which may be used to write their position. These will be read aloud at the conclusion of comments from the floor. Letters received before the hearing will be read by the presiding officer at this time.
- 7. Formal action by declaration of the presiding officer to close the hearing.
- 8. Council takes action ordering or abandoning the proposed improvement or in the case of assessments, takes action in regard to the assessments.
- 9. The Council may continue the public hearing to receive more information and action may then be taken.

B. **RULES FOR PUBLIC PROCEDURE:**

It is the Council’s intention that everyone be heard on proposed improvements or assessment hearings. The following procedure will be used for receiving public input.

1. Individual will raise hand, and when recognized by the presiding officer, stand and state their name and address, using the microphone.
2. The person will then state their position and reason for the position. A time limit may be set by Council. No one will be allowed to speak a second time until everyone has been heard once.
3. The person should address all statements and questions to the presiding officer. The presiding officer will then refer any questions that are to be answered by staff, or project proposer.

3. **MAYOR AND COUNCIL APPOINTMENT PROCESS:**

Minnesota Statutes (various) authorize the City Council and Mayor to establish Boards and Commissions to advise the City Council and Mayor or to operate some programs and facilities. These Boards and Commissions are for the purpose of facilitating the orderly conduct of City business and to provide an opportunity to receive public input into the various functions and programs of the City.

The following Boards and Commissions created by the Council, require appointments to be approved by the Council according to Appendix C.

- A. Greater Grand Rapids Cable TV Commission, to provide oversight and review of the Cable TV franchise and to advise the City Council.
- B. Pokegama Golf Course Board, to operate Pokegama Golf Course and to advise the Council on the management of this municipal enterprise. (Municipal Code Chapter 2, Article V, Division 4, Sec. 2.241-2.247).
- C. Human Rights Commission, purpose is to secure for all citizens freedom from discrimination. (added 1-24-05) Municipal Code Chapter 2, Article V, Division 6, Sec. 2.301-2.304).
- D. Library Board, to provide library services to City residents. (Municipal Code Chapter 34, Mn. Statute Chapter 134.07).
- E. Planning Commission, to advise the Council on planning and zoning for the orderly development of Grand Rapids. (Municipal Code Chapter 30, Article II, Sec. 30.31-30.32, Mn. Statute 462.354).
- F. Police Community Advisory Board, to enhance communication between residents, Police Department and the City Council. (Municipal Code Chapter 2, Division 8, Sec. 2-351, Ordinance No. 15-02-02)
- G. Public Utilities Commission, to operate electric, water and sewer service enterprises and to operate certain public buildings. (MN Statute 412.341, and Minnesota Special Laws 1999, Chapter 195, Special Laws 2014, Chapter 224—S.F. No. 2609).

- H. Property Maintenance and Building Codes Board of Appeals to hear appeal's regarding a decision of the code official or notice or order issued under the Property Maintenance or Building Code (Ordinance No.'s 05-02-03 and 05-02-04).
- I. Arts & Culture Commission, to assist Grand Rapids in becoming a community in which arts and culture activities are recognized as vital components of community life; are valued and promoted for their economic benefits; represent an integral part of the communities' educational mission; and cooperate with other community organizations to enhance Grand Rapids' culture identity and quality of life in the community, the surrounding region and beyond.
- J. Joint Natural Gas Board, City Ordinance 12-08-10 authorized Gorhams' Incorporated to develop a natural gas distribution system within the City and a Rate Agreement dated August 13, 2012 formalized having rates regulated by the City under Mn Statutes 216B.02. A Joint Powers Agreement between the City, Blackberry Township, and Harris Township, established a joint City/Township board to regulated natural gas rates.
- K. Greenway Joint Recreation Association, established by Minnesota Statute provides for one council member to be a board member as a result of ISD 316 being located within the City limits of Grand Rapids.
- L. Civic Center (Yanmar) Advisory Board

APPOINTMENT POLICY: It will be the policy of the City Council to:

1. Offer appointment to the best-qualified citizens to our Boards and Commission who will enhance the diversity of the Board and Commission. When candidates are viewed as equal in strength, preference should be given to resident, property owners, or business owners, prior to a non-resident.
2. Advertise all vacancies to Boards and Commissions: (This ad should include a brief description of the Board or Commission, time and days of meetings, how often meetings are held, the number of vacancies and any special requirements.) In addition, staff will notify organizations and association in the community, such as the Downtown Business Association, The Grand Rapids Chamber Association, etc., of such vacancies.
3. Consider all appointments by the process presented in Appendix C. Board/Commission members who have completed their term are encouraged and eligible to reapply for appointment to their current Board or Commission or to apply for appointment on another Board or Commission to a vacancy on another Board or Commission.
4. For residency requirements see Appendix B.
5. Provide training and encouragement for active participation in all Board/Commission business through the employment of high quality

staff or consultants to support them and to facilitate open communication.

- 6. Keep all applications active during the year for appointment to vacancies should they occur. The Council reserves the right to appoint any qualified candidates even though they did not apply as a result of an advertisement. There is no implied guarantee of appointment or re-appointment to any Board or Commission.

4. **MAYOR BOARD/COMMISSION APPOINTMENT AND COUNCIL APPROVAL PROCESS:**

Minnesota Statutes (various) authorizes the Mayor to appoint and the Council to approve memberships on various Boards and Commissions created by the Mayor and Council. The following Boards and Commissions, created by the Mayor and Council, require a Mayoral appointment with approval of the Council according to Appendix D.

- A. Economic Development Authority (EDA), to provide a tool for economic stimulation in Grand Rapids. (GR Res. No. 93-130 Mn. Statute 469.090-469.108).
- B. Housing and Redevelopment Authority, to provide affordable housing for all residents. (Mn. Statute Chapter 469).
- C.

Appendix D provides the process by which these appointments will take place.

5. **COUNCIL COMMITTEES:**

- A. The Council may at any time appoint a special or standing committees consisting of no more than two Council members and support staff.
- B. Committee members, excluding staff, will be chosen by consensus of the Mayor and Council based upon interest expressed by individual members. Staff appointments will be made by the Mayor in consultation with the City Administrator.
- C. Council committees may be special (limited) or standing (on-going). Standing committees will be appointed at the annual/organizational meetings.
- D. Council committees are formed to provide Council review, oversight, clarification and information to staff members.
- E. Council committees provide a forum for staff and Council members to share information or new ideas.
- F. Council committees may carry out staff supervision as directed by Council.
- G. Council committees may be established to conduct specific tasks as directed by Council.

- H. Council committees are not to set policy but may make recommendations for policy or procedures to full Council.
- I. Council committee meetings may be called by the Council, committee members, the Mayor, the City Administrator, or at the request of a Department Head, commission, or board chairperson to discuss specific topics.
- J. Council committees shall have a prepared agenda and follow rules of public notification. Each committee will designate a presiding officer and have an agenda prepared at least three (3) days before the meeting.
- K. Council committees shall keep minutes of all meetings. The original shall be filed with the City Clerk. A copy is to be given to the City Administrator and distributed to all Council members. These minutes should include committee name, date, time, location, person calling the meeting, persons present, and a brief summary of topics discussed. City staff will be assigned to record minutes.

6. **COUNCIL REPRESENTATIVES:**

- A. Council representation on various City Boards and Commissions will be determined by consensus of the Mayor and Council based upon interest expressed by individual members.
- B. Council representatives will be determined at the organizational meeting of the Council or when a vacancy occurs.
- C. Council representatives will act as liaison between the Boards and Commissions and the Council.
- D. Council representatives may help interpret previous Council action or policy to the various Boards and Commissions.
- E. Council representatives should bring back to the Council concerns or issues as requested by the Board or Commission and are encouraged to bring issues to the Council's attention, which may be of interest to the Council as a whole.
- F. Council representatives shall be voting members of City Boards and Commissions.

7. **SPECIAL APPOINTMENTS:**

From time to time Councilmembers may be designated to serve as the official representative of the Council on community, regional or statewide boards. These will be determined by consensus of the Council and Mayor based upon interest expressed by individual members. Each appointee is expected to regularly inform the Council of activities and issues of concern to the City.

8. **CONFLICT OF INTEREST STATEMENT:**

With certain exceptions, Minnesota laws forbid any Mayor or Councilmember to have a personal financial interest in or to benefit from the making of any sale, lease or contract with the City.

Exceptions are:

- A. The designation of a bank in which the Mayor or Council member is interested as the official depository for city funds if the official discloses interest;
- B. The designation of an official newspaper in which a City official is interested when it is the only newspaper complying with statutory or charter requirements relating to official publications;
- C. A contract with a cooperative association in which a City official is a shareholder, but not an officer or manager;
- D. A contract for which competitive bids are not required.
- E. A contract with a volunteer fire department for the payment of compensation or retirement benefits to its members.

If however, a Mayor or Council member is simply an employee of a firm and receives no commission, bonuses, or other remuneration directly from its contracts, and is not a stockholder, the Council may enter into a contract with the organization for which the officer works regardless of the amount of the contract.

9. **SUSPENSION OR AMENDMENT OF THESE RULES:**

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

10. **CITY COUNCIL SALARY INCREASES:**

In an even calendar year, prior to the general election, the City Council shall establish the salary of the Mayor and Councilmembers to be effective January 1st of the following odd calendar year. The method to determine the salary will be to take the existing salaries and increase them based on the Consumer Price Index (CPI) as published on the Federal Reserve Band of Minneapolis website. Typically, this will require the CPI for the two previous years. If pay increases are missed, the salaries shall be increased according to the CPI index in all years of no increases.

Appendix A – Simplified Rules

Motions (In Precedence Order)	Motion Maker Needs Recognition?	Motion Needs A Second	Motion Is Debatable	Motion Is Amendable	Vote Required To Pass	Applies To What Other Motion?	Special Notes And Comments
10. Adjourn	Yes	Yes	No	No	Majority	None	Highest Precedence
9. Recess	Yes	Yes	No	Yes	Majority	None	
8. Appeal (1)	No	Yes	Yes	No	Majority	Decisions of Chair	Members can challenge decision by the chair
8. Point of Order	No	No	No	No	Chair Decides	None	To point out an error
8. Parliamentary Inquiry (1)	No Yes	No Yes	No No	No No	Chair Decides 2/3 rds	None None	To ask a question Cannot apply to minority rights
8. Division (1)	No	No	No	No	Chair Decides	All Votes	A second vote on votes that are close
7. Lay On Table	Yes	Yes	No	No	Majority	Main, amend, appeal	Also called postpone temporarily
6. Close Debate (1)	Yes	Yes	No	No	2/3 rds	All Debatable Motions	Also called previous questions & vote immediately
5. Limit Debate (1)	Yes	Yes	No	Yes (3)	2/3 rds	All Debatable Motions	To limit debate to a set period
4. Postpone Definitely	Yes	Yes	Yes (2)	Yes (3)	Majority	Main Motions	To set aside to next meeting
3. Refer to Committee	Yes	Yes	Yes (2)	Yes (3)	Majority	Main Motions	To allow a small group to study
2. Amend (1)	Yes	Yes	Yes	Yes	Majority	All amendable Motions	You may amend an amendment
1. Main	Yes	Yes	Yes	Yes	Majority	None	Lowest Precedence

(1) Indicates possible to precedence order.
exception
(2) Limited to the sense that debate is only on the merits of that specific motion.
(3) Restricted to the variable part of the motion.

APPENDIX A (Continued)

A BRIEF EXPLANATION OF COMMONLY USED MOTIONS AND TERMS

1. Main Motion – to bring business before the organization. “I move that the Student Government pay D.E. Sikkink \$100 for his speech.”
2. Amend – to change motions so they more closely express the will of the group. “I move to amend the motion by striking out the word \$100 and inserting \$10.”
3. Vote Immediately – to stop discussion and to get a vote. “I move to vote immediately on the amendments.” (Also called Close Debate and Previous questions.)
4. Parliamentary Inquiry – to let a member ask questions. “Mr. Or Ms. Chairperson, can we have a secret ballot on this amendment?”
5. Point of Order – to call attention to a mistake in procedure. “Mr. Or Ms. Chairperson, there was no second for that motion to amend.”
6. Division – a request for the chairperson to use a more accurate method of voting. “Mr. Or Ms. Chairperson, I call for a division on that last vote.”
7. Appeal – to get a vote by the group on some procedural decision made by the chairperson. “I appeal your decision on not allowing a secret ballot.”
8. Refer to Committee – to allow for study and investigation by a smaller group. “I move to refer the main motion to a committee of three appointed by the chair.”
9. Postpone Definitely – to consider at a definite future time. (No later than the next meeting.) “I move to postpone this main motion definitely to our next regular meeting.”
10. Postpone Temporarily – to consider at an unspecified time. “I move to postpone this main motion temporarily.”
11. A quorum is the minimum number of members who must be present in order to transact legal business.
12. Precedence refers to the rank of motions. When a motion has been made, any motion of higher order may be proposed but no motion of lower order may be proposed (there are a few exceptions).
Motions are discussed and acted upon in inverse order to their proposal (the last motion made will be acted on first, etc.) See Appendix A-1

Board/Commission	Independent	Advisory	Appointing Body	Number of Members	Term Length	Meeting Date/Time	Meeting Place	State Statute	Staff Rep.	City Ordinance	Residency Requirement
Arts & Culture Commission	X		Council	9	3 year 2 term rule	1 st Tuesday 3:15 p.m.	City Hall		Asst. Library Director	13-02-04	No
Economic Development Authority	X		Council	7 (2 Council Reps.)	6 years	2 nd & 4 th Thursday 4:00 p.m.	City Hall	358c	Community Development Director	Res. 93-130, 86-82 and 94-164	4 residents or City property owners & up to 3 non-residents
Golf Course Board	X		Council	5	3 years 2 term/6 year rule	3 rd Tuesday noon	City Hall	471.15-71.19	Director of Golf	Chapter 2 of Municipal Code	4 City Res. & 1 may be non-res. - Ordinance 09-01-01
Civic Center Advisory Board		X	Council	5	3 years	3 rd Wednesday 4:30 p.m.	Civic Center		Park & Rec/Civic Center Manager	5	
Cable Commission	X		1 Council		Council appointment	1 st Monday (every three months)	ICTV		None	Resolution Joint Powers	Yes
Library Board	X		Council	9	3 years 3 term rule	2 nd Wednesday 4:00 p.m.	Library	134	Library Director	2.02	4 non-res and 5 residents § 134.09
Planning Commission		X	Council	7	4 years	1 st Thursday 4:00 p.m.	City Hall		Community Development Director	23.18	Yes Planning Comm. By-Laws
International Property Maintenance and Building Codes Board of Appeals	X		Council	3 plus 2 alternates	4 years		City Hall	MN Rules 1300.0230 Building Code	Rob Mattei	05-02-03 and 05-02-04	No
Police Community Advisory Board		X	Council	9	3 years	1st Friday on even months 7:30 a.m.	City Hall		Police Chief	15-02-02	5 residents & 4 non-residents This was changed on 4/11/2016.
Public Utilities Commission	X		Council	5	4 years	2 nd Wednesday 4:00 p.m.	PUC Service Center	412.341	Public Utilities Manager		No
Human Rights Commission	X		Council	9	3 years	Last Wednesday Feb. – May- Aug. – Nov.	City Hall		Human Resources Director	Ordinance 04-05-09	No

APPENDIX D

MAYORAL BOARD/COMMISSION APPOINT AND COUNCIL APPROVAL PROCESS

DATE	ACTION	RESPONSIBILITY
By November 1	The Administrator's office shall present in writing to the Mayor and Council a prepared list of Board and Commission members whose terms expire in December of the current year and the following March and shall identify whether the member has been notified of the expiration of their term. This list shall identify Board, name, date first appointed and eligibility for reappointment (as defined in Council By-Laws)	Staff & Mayor/Council
In Mid-November	An informal Council review by council members who sit on the various boards and commissions to consider offering reappointment to eligible Board/Commission members.	Mayor/Council
In Late November	Notice to eligible and in-eligible Board/Commission member(s) will be prepared and sent for members whose terms expire at the end of December of the current year.	Staff/Mayor
In Late January	Notice to eligible and in-eligible Board/Commission member(s) will be prepared and send for members whose terms expire March 1 st of current year.	
In Mid-December	The Administrator's office will prepare a Respondent's List for reappointment to help determine vacancies and present to Mayor and Council for approval to prepare a vacancy list and authorize position vacancy advertisement.	Staff/Mayor/Council
In Mid-January early February	Mayor and Council will review responses to position vacancy advertisement.	Mayor/Council
First Meeting in February	Mayor and Council discuss candidates for Board and Commission appointments and through consensus designate a candidate for consideration by the Mayor	Mayor/Council

for appointment. Mayor may appoint or reject the designated candidate. The Council shall then vote upon approval of the candidate appointed by the Mayor.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 1-22-2024

AGENDA ITEM: Consider approving an amended Earned Sick and Safe Time (ESST) policy and amended ESST Employee Notice.

PREPARED BY: Chery Pierzina, Human Resources

BACKGROUND:

In December, City Council approved the City's Earned Sick and Safe Time (ESST) Policy and ESST employee notice. Since December, the Department of Labor has provided additional guidance on providing paid time off to Paid On-Call Firefighters. The amended policy addresses Paid On-Call Firefighters and is currently being reviewed and approved by our labor attorney. Please see attached amended policy and employee notice.

REQUESTED COUNCIL ACTION:

Make a motion to approve the amended Earned Sick and Safe Time (ESST) policy and amended ESST Employee Notice as approved by our labor attorney, retro-active to January 1, 2024.

CITY OF GRAND RAPIDS

EARNED SICK AND SAFE LEAVE POLICY

January 1, 2024

Earned Sick and Safe Leave

“Earned Sick and Safe Leave” (ESST) is paid time off available to all employees, including paid on-call firefighters, temporary, seasonal, and part-time employees, performing work for at least 80 hours in a year for the City of Grand Rapids.

For the purposes of this policy, a year is defined as the City’s fiscal year, or the 12-month period beginning in January and ending in December. The hourly rate of Earned Sick and Safe Leave is the same hourly rate an employee earns from employment with the City of Grand Rapids. Paid Sick and Safe Leave hours will not be counted as hours worked for the purposes of any overtime calculation. In no circumstance shall Earned Sick and Safe Leave hours exceed 80 hours in any fiscal year. Unused Earned Sick and Safe Leave is not transferrable, nor may an employee donate it to another employee.

Employees may have additional rights under other local, state, or federal laws, such as family and medical leave, disability, labor relations, workers compensation, and other laws.

FULL-TIME EMPLOYEES

For full-time and probationary employees, the City of Grand Rapids provides flexible time off (FTO) that meets or exceeds the requirements of the law. Therefore, full-time and probationary employees, please be advised that the first 48 hours of flexible time off (FTO) leave a full-time and/or probationary employee uses in a fiscal year will be cross-designated as ESST.

If the full-time and/or probationary employee chooses to use FTO hours for reasons other than those outlined in this policy as ESST eligible hours, the full-time and/or probationary employee will not be provided with additional ESST hours. While full-time and/or probationary employees may use FTO hours for an ESST purpose, the employee will not be provided with additional ESST hours once available FTO hours have been exhausted.

Full-time and/or probationary employees with secondary positions with the City of Grand Rapids, such as paid on-call firefighters, shall not receive additional FTO or ESST hours beyond the FTO hours received as a full-time employee.

PAID ON-CALL FIREFIGHTERS, TEMPORARY, SEASONAL, AND PART-TIME EMPLOYEES

At the beginning of each fiscal year, beginning January 1, 2024, 80 hours of Earned Sick and Safe Leave hours will be available for ~~paid on-call firefighters,~~ temporary, seasonal, and part-time employees’ immediate use. ~~Paid on-call firefighters,~~ Temporary, seasonal, and part-time employees are not eligible to carryover unused Earned Sick and Safe Leave into the following year.

CITY OF GRAND RAPIDS

EARNED SICK AND SAFE LEAVE POLICY

Paid on-call firefighters, working at least 80 hours in a year for the City of Grand Rapids, will accrue one hour of Earned Sick and Safe Leave time for every 30 hours worked. For the purposes of this policy, hours worked shall consist of assigned shifts, scheduled trainings, required meetings, and other scheduled events that may fall under the umbrella of scheduled ESST eligible use, as determined by Human Resources, City Administration, and this policy. Paid on-call firefighters may accrue up to 80-hours of Earned Sick and Safe Leave hours each calendar year (January 1 through December 31). Accrued Earned Sick and Safe Leave hours may be carried over from year to year, until an 80-hour maximum accrual is reached.

Earned Sick and Safe Leave Use

The Earned Sick and Safe Leave hours may be used in the smallest increment of time tracked by the City's payroll system (1/4 hour or quarter hour) for the following circumstances:

- The employee's mental or physical illness, injury, or health condition; need for diagnosis, care, or treatment; or need for preventative care;
- A family member's mental or physical illness, injury, or health condition; need for diagnosis, care, or treatment; or need for preventative care;
- Absence due to domestic abuse, sexual assault, or stalking of the employee or a family member, provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking;
 - Obtain services from a victim services organization;
 - Obtain psychological or other counseling;
 - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking; or
 - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking;
- Closure of the employee's workplace due to weather or public emergency or an employee's need to care for a family member due to closure of the family member's school or place of care due to weather or public emergency;
- The employee's inability to work or telework because the employee is:
 - Prohibited from working by the employer due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or
 - Seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the employee's employer has requested a test or diagnosis; and

CITY OF GRAND RAPIDS

EARNED SICK AND SAFE LEAVE POLICY

- When determined by a health authority or health care professional that the employee or family member is at risk of infecting others with a communicable disease, whether or not they have actually contracted a communicable disease.

For Earned Sick and Safe Leave purposes, “family member” includes an employee’s:

- Spouse or registered domestic partner
- Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis
- Sibling, step sibling or foster sibling
- Biological, adoptive, or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child
- Grandchild, foster grandchild, or step grandchild
- Grandparent or step grandparent
- A child of a sibling of the employee
- A sibling of the parent of the employee or
- A child-in-law or sibling-in-law
- Any of the above family members of a spouse or registered domestic partner
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship
- Up to one non-family individual annually designated by the employee

Advance Notice for use of Earned Sick and Safe Leave

If the need for sick and safe leave is foreseeable (such as for a scheduled medical appointment), the City of Grand Rapids requires seven days’ advance notice. However, if the need is unforeseeable, employees must provide notice of the need for Earned Sick and Safe Leave, as soon as practicable, by providing a written notice to the immediate supervisor, department head, and human resources.

When an employee uses Earned Sick and Safe Leave for more than three consecutive days, the City of Grand Rapids may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave). However, if the employee or employee’s family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, Earned Sick and Safe Leave for a qualifying purpose. The City of Grand Rapids will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee’s or the employee’s family member’s medical condition.

CITY OF GRAND RAPIDS

EARNED SICK AND SAFE LEAVE POLICY

In accordance with state law, the City of Grand Rapids will not require an employee using Earned Sick and Safe Leave to find a replacement worker to cover the hours the employee will be absent.

Retaliation prohibited

The City of Grand Rapids shall not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise retaliate or discriminate against an employee because they have exercised or attempted to exercise their rights under the Earned Sick and Safe Leave law, including, but not limited to, requesting, or using Earned Sick and Safe Leave. Employees have the right to file a complaint with the Minnesota Department of Labor and Industry or bring a civil action if the City of Grand Rapids has denied Earned Sick and Safe Leave or if they have been retaliated against for requesting or using Earned Sick and Safe Leave.

Further, use of Earned Sick and Safe Leave will not be factored into any attendance point system the City of Grand Rapids may use. Additionally, it is unlawful to report or threaten to report a person or a family member's actual or suspected citizenship or immigration status for exercising or attempting to exercise any right under the Earned Sick and Safe Leave law.

Benefits and return to work protections

During an employee's use of Earned Sick and Safe Leave, an employee will continue to receive the City's employer insurance contribution as if they were working, and the employee will be responsible for any share of their insurance premiums.

An employee returning from time off using accrued Earned Sick and Safe Leave is entitled to return to their City employment at the same rate of pay received when their leave began, plus any automatic pay adjustments that may have occurred during the employee's time off. Seniority during Earned Sick and Safe Leave absences will continue to accrue as if the employee has been continually employed.

When there is a separation from employment with the City of Grand Rapids and the employee is rehired within 180 days of separation, Earned Sick and Safe Leave that had not been used will be reinstated. An employee is entitled to use Earned Sick and Safe Leave at the commencement of reemployment.

This policy may be revised or updated at any time. In the effect this policy is updated or revised, employees shall receive an updated copy of the policy. Employees will be provided with the notice of ESST rights, in the form attached hereto, on or before January 1, 2024. Employees hired after January 1, 2024 will receive said notice upon hire.

The Earned Sick and Safe Leave Policy shall supersede any conflicting provisions in the City of Grand Rapids Personnel Policies.

CITY OF GRAND RAPIDS EARNED SICK AND SAFE LEAVE POLICY

Approved by City of Grand Rapids City Council on December 18, 2023; **Amended by the City of Grand Rapids City Council on _____ with any and all language retro-active to January 1, 2024.**



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 22, 2024

AGENDA ITEM: Consider accepting the resignation from Gary O'Brien from his position as Police Officer with the GRPD and authorize Human Resources to begin the process of advertising, interviewing, and hiring for the open position of Police Officer.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

Gary O'Brien has submitted a formal notice of resignation from the City of Grand Rapids Police Department, with an effective last day of employment being January 28, 2024. Gary has been employed with the Grand Rapids Police Department since July 2007. He was the canine officer for a number of years, has done a great job within the department and our community, and we wish him nothing but the best.

Because of this resignation, GRPD has an open full-time Police Officer position. We are requesting authorization for Human Resources to begin the process of advertising, interviewing, and hiring for the open position of Police Officer.

REQUESTED COUNCIL ACTION:

Make a motion to accept the resignation from Gary O'Brien from his position as Police Officer with the Grand Rapids Police Department effective January 28, 2024, and authorize Human Resources to begin the process of advertising, interviewing, and hiring for the open position of Police Officer.

Letter of Resignation

Gary J. O'Brien
22795 Old Trapper Road
Cohasset, Minnesota 55721
(218) 910-7225

January 10, 2024

Tom Pagel, City Administrator
420 North Pokegama Avenue
Grand Rapids, Minnesota 55744

Dear Mr. Pagel,

Please accept this letter as my formal notice of resignation from The City of Grand Rapids Police Department, with an effective last date of employment being January 28, 2024.

Sincerely,

Gary J. O'Brien

A handwritten signature in black ink, appearing to read "Gary O'Brien", with a long horizontal flourish extending to the right.

Cc: Chery Pierzina, Human Resources Officer
Andy Morgan, Chief of Police
Kevin Ott, Captain
Jeremy Nelson, Captain



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 22, 2024

AGENDA ITEM: Conduct a public hearing to consider the vacation of public right of way retained by the City of Grand Rapids described as Part of the N/S ROW located between the N 21 FT of LTS 6-7 BLK 6, Plat of Grand Rapids.

PREPARED BY: Dan Swenson, Assistant Community Development Director

BACKGROUND:

Staff will present the attached PowerPoint presentation as background for this item.

REQUESTED COUNCIL ACTION:

Conduct a public hearing to consider the vacation of public right of way retained by the City of Grand Rapids described as Part of the N/S ROW located between the N 21 FT of LTS 6-7 BLK 6, Plat of Grand Rapids.



CITY OF
GRAND RAPIDS
ITS IN MINNESOTA'S NATURE

Public Vacation Request

Platted Right-of-Way:

***within the N 21 FT of LTS 6-7 BLK 6, Plat of
Grand Rapids***

January 22, 2024



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

Public Vacation Request

- **Petitioner: Grand Rapids Planning Commission Initiated**
- **Requested Vacation: Part of the N/S ROW located between the N 21 FT of LTS 6-7 BLK 6, Plat of Grand Rapids**

Petitioner's Stated Reason for Request: The dedication is to rectify right of way not needed between lots 6 and 7 and should be vacated to clear title for the property.



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

Public Vacation Request

Item 23.

Requested Vacations:

Right-of-Way Vacation





CITY OF
GRAND RAPIDS
ITS IN MINNESOTA'S NATURE

Public Vacation Request

Plat of Grand Rapids

- Platted 1883
- ROW within Blk. 6





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

Public Vacation Request

Planning Commission Considerations:

The Planning Commission reviewed this requested vacation at their January 4th meeting.

Based upon their review and list of considerations, the Planning Commission made findings that supported their recommendation to the city council for approval of the request.

Their findings are incorporated into the draft resolution to be considered following the public hearing.

PLANNING COMMISSION
Considerations
RIGHT-OF-WAY VACATIONS

1. Is the right-of-way needed for traffic purposes?
Why/Why not?

2. Is the right-of-way needed for pedestrian purposes?
Why/Why not?

3. Is the right-of-way needed for utility purposes?
Why/Why not?

4. Would vacating the right-of-way place additional land on the tax rolls?
Why/Why not?

5. Would vacating the right-of-way facilitate economic development in the City?
Why/Why not?



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

Item 23.

Questions?



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 22, 2024

AGENDA ITEM: Consider the adoption of a resolution either approving or denying the public vacation of right of way located at Part of the N/S ROW located between the N 21 FT of LTS 6-7 BLK 6, Plat of Grand Rapids

PREPARED BY: Dan Swenson, Assistant Community Development Director

BACKGROUND:

After the public hearing on this matter, the City Council will want to consider public testimony received and review the recommendation put forward by the Planning Commission.

The Council can accept the recommendation of the Planning Commission, if they agree with it, and adopt the resolution as prepared, or the Council can make their own findings to support its reasons for approving or denying the request.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution either approving or denying the public vacation of right of way located at Part of the N/S ROW located between the N 21 FT of LTS 6-7 BLK 6, Plat of Grand Rapids.

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

RESOLUTION NO. 23-__

A Resolution for the Vacating of Part of the N/S ROW located between the N 21 FT of LTS 6-7 BLK 6, Plat of Grand Rapids

WHEREAS, the City Planning Commission, at their regular meeting on January 4, 2024, reviewed the vacation request for the public right of way retained by the Village (City) of Grand Rapids described as:

Part of the N/S ROW located between the N 21 FT of LTS 6-7 BLK 6, Plat of Grand Rapids

WHEREAS, the Planning Commission found the vacation to be in the best interest of the public's health, safety, and general welfare; and

WHEREAS, the Planning Commission forwarded a recommendation for approval of the requested vacation; and

WHEREAS, the City Clerk's affidavit of publication of Notice of Public Hearing and of mailing notices to area residents were provided; and

WHEREAS, the Grand Rapids City Council conducted a public hearing on January 22, 2024, to consider the vacation described above; and

WHEREAS, all persons who wished to voice their opinion in regard to the above mentioned vacation were allowed to be heard; and

WHEREAS, it appears that the vacation will be in the best interest of the City to approve such petition;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA: that the City Council does concur with the Planning Commission's findings that this vacation is in the best interest of the public's health, safety, and general welfare, and hereby vacates the above described right-of way based on the following findings of fact:

- The vacation is not needed for traffic purposes, as it is a public vacation of right-of-way.
- The vacation is not needed for pedestrian purposes.
- The vacation is not needed for utility purposes, as it is located in a parking lot.
- The vacation will clear title issues in the event it sells to a future developer.
- The vacation will facilitate economic development in the City, by allowing for additional development to take place on the property.

AND BE IT FURTHER RESOLVED, that;

1. The City Council instructs the City Clerk to submit a copy of this resolution to the Itasca County Assessor, Itasca County Recorder, and the Itasca County Auditor.

Adopted by the Council this 22nd day of January 2024.

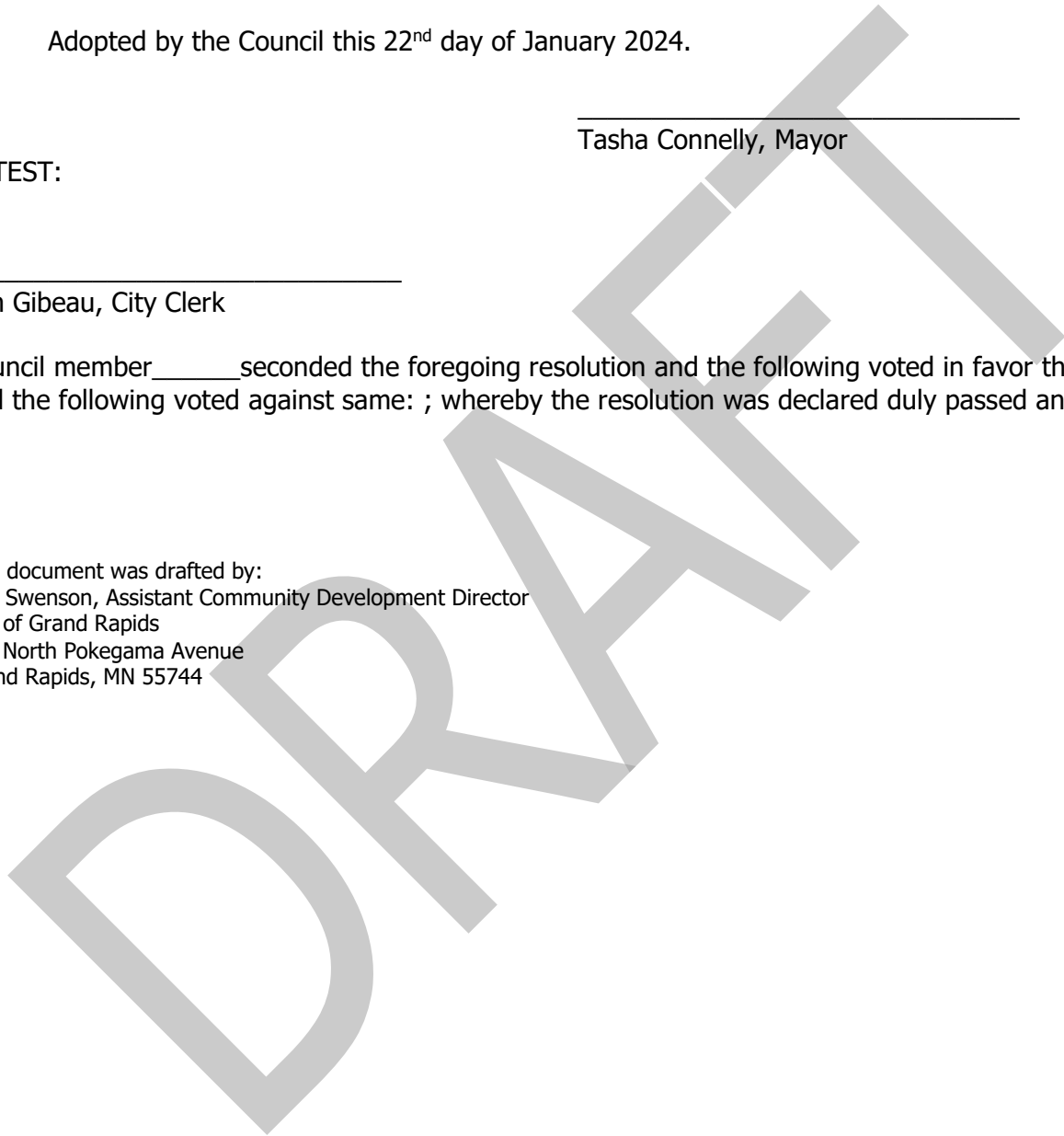
Tasha Connelly, Mayor

ATTEST:

Kim 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.

This document was drafted by:
Dan Swenson, Assistant Community Development Director
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744





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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 22, 2024

AGENDA ITEM: Conduct a Public Hearing to consider the adoption of an Ordinance amending a section of Article VI Zoning within Chapter 30 Land Development Regulations.

PREPARED BY: Dan Swenson, Assistant Director of Community Development

BACKGROUND:

On January 4, 2024, the Planning Commission initiated the process to consider an amendment to Section 30-628, changing the minimum off-street parking requirements for multiple dwellings from 2 to 1.75 per dwelling unit to the Zoning Ordinance.

Staff will present the attached PowerPoint presentation as background prior to the Public Hearing.

REQUESTED COUNCIL ACTION:

Conduct a Public Hearing to consider the adoption of an Ordinance amending a section of Article VI Zoning within Chapter 30 Land Development Regulations.



CITY OF
GRAND RAPIDS
ITS IN MINNESOTA'S NATURE

Text Amendment Public Hearing

Planning Commission Initiated Amendment to Chapter 30 Land Development Regulations

January 22, 2024



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

Text Amendment

- **Initiation Date:** Planning Commission Initiated on January 4, 2024.
- **Recommendation:** Planning Commission Recommended the Text Amendment based on their findings of fact (Considerations) to the City Council on January 4, 2024.
- **Text Amendment Summary:** The proposed amendment of Section 30-628, changes the minimum off-street parking requirements for multiple dwellings from 2 to 1.75 per dwelling units to the Zoning Ordinance.
- **General sections of ordinance initiated for amendment:**
 - **Section 30-628. Minimum number. *RESIDENTIAL USES / MINIMUM PARKING REQUIRED – 2.*** Multiple-dwellings 2 per dwelling unit. This section of the ordinance establishes the minimum number of off-street parking spaces by the type of use.
 - Changing the Multiple-dwellings from 2 per dwelling unit to 1.75 per dwelling unit.



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

Text Amendment

• Reasoning and Justification:

- **Section 30.628 establishes off-street parking requirements for residential uses, including the number of spots required.**
- **Over the past month, Community Development staff has researched other city ordinances and guidance documents to better align our multiple dwelling off street parking requirements.**
- **Many other cities use a tier methodology system based on the actual dwelling units bedrooms or sleeping areas (e.g. studio = 1 space, one bedroom = 1.5 spaces, two bedroom = 2 spaces).**
- **Currently, our standard is 2 parking spots per multiple dwellings and is the most restrictive. Staff has produced a multiplier of 1.75 which would adequately address our ordinance**
- **In the event more parking is needed - there is a provision in the ordinance that requires proof of parking. Section 30-629 states, "Establishments shall be capable of providing the number of on-site parking spaces required by this division at any time parking is needed. However, all such required parking need not be constructed initially if it is demonstrated by the owner to be in excess of its real parking demand. Future parking sufficient in quantity to meet the requirements of this division shall be shown on the official site plan for which a building permit request is made and such parking shall be constructed at the discretion of the zoning administrator if it proves to be needed later or in the event that a change in use triggers the need for more parking than has been provided"**



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

Text Amendment

- **Comprehensive Plan:**

Parking

Parking plays a major role in defining neighborhood character. Humans have a limited attention span. Pedestrians (and others) are attracted to stimulating environments that keep supplying new interests. Perhaps no element of the urban landscape is less interesting than an empty parking lot.

The amount of surface parking for each development is determined by minimum parking requirements. This represents a market intervention that has had the effect of oversupplying surface parking in some areas of the City. In addition to inhibiting pedestrian design, excess surface parking removes land from development markets and raises development costs. When parking is artificially oversupplied, land cannot be put to its best and highest use. Updating parking ordinances could encourage compact design and potentially open infill opportunities, including outlot developments in commercial areas.

In pedestrian-supportive environments, the supply of surface parking is right-sized to meet demand. Parking is preferably located to the side or rear of buildings. Buildings align the majority of street frontage.





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

Text Amendment

Exhibit 1

EXHIBIT 1

30.628 Minimum Number

The minimum number of off-street parking spaces by type of use shall be required in accordance with the following schedule. When determining the number of required parking spaces results in a fractional space, any fraction up to and including one-half shall be disregarded and fractions over one-half require one parking space.

RESIDENTIAL USES	MINIMUM PARKING REQUIRED
One- and two-family units	2 per dwelling unit
Multiple-dwellings	2 per dwelling unit ¹ 1.75
Senior citizens housing	0.5 per dwelling unit
Boarding and rooming houses	1 per rooming unit
Accessory apartments	1 per unit
Bed and breakfast	1 per room ²
Day care/nursery schools	Same as one-two family units
Group and foster homes	Same as one-two family units
Mobile home parks	2 per dwelling unit

>PUBLIC AND QUASI-PUBLIC USES	MINIMUM PARKING REQUIRED
Churches	1 per 3 seats in largest assembly room
Elementary school	2 per classroom
Junior high school	2 per classroom
Senior high schools	6 per classroom plus 1 per 6 seats in main auditorium
Post high schools	10 per classroom
Stadiums, arenas, auditoriums (accessory to a school)	1 per 6 seats
Stadiums, arenas, theaters and auditoriums	1 per 3 seats
Museums, libraries, and art galleries	1 per 500 square feet (gross floor area)
Golf and country clubs	6 per hole
Government offices	1 per 200 square feet gross floor area
Hospitals	2 per bed
Nursing homes	1 per 3 beds
Clubs and lodges, social and fraternal	1 per 2 persons based on occupancy rating

¹ In the R-3 zone, 25 percent of the required parking shall be enclosed. In the R-4 zones, 12.5 percent of the required parking shall be enclosed.

[https://grandrapids.municipalcodeonline.com/book/print?type=ordinance&name=30-628_Minimum_Number\[12/19/2023 1:02:13 PM\]](https://grandrapids.municipalcodeonline.com/book/print?type=ordinance&name=30-628_Minimum_Number[12/19/2023 1:02:13 PM])

Text Amendment



CITY OF
GRAND RAPIDS
ITS IN MINNESOTA'S NATURE

Process:

- **January 4, 2024 - Planning Commission initial review of staff identified issues, initiates formal amendment process.**
- **January 4, 2024 - Planning Commission Review and Recommendation.**
- **January 22, 2024 - City Council reviews Planning Commission recommendation, conducts a public hearing and considers adoption of Ordinance.**

Text Amendment



Planning Commission:

On January 4, 2024, the Planning Commission reviewed the amendment are forwarded a favorable recommendation to the City Council.

The draft amendment and the Planning Commission's Findings of Facts are reflected in the draft ordinance to be considered following the public hearing.

ORDINANCE NO. 23-__

AN ORDINANCE AMENDING SECTION 30-628 (ZONING) WITHIN CHAPTER 30 LAND DEVELOPMENT REGULATIONS

WHEREAS, from time to time, the City of Grand Rapids deems it important to review, and update, if necessary, its Zoning Ordinance (Land Development Regulations); and

WHEREAS, at their meeting on January 4, 2024, the Grand Rapids Planning Commission initiated the process to update and amend one section of the Zoning Ordinance (Land Development Regulations) identified by city staff; and

WHEREAS, the Planning Commission on January 4, 2024, took up consideration of draft amendment to Chapter 30 of the City Code, as prepared by staff, and found that amendments were consistent with the Comprehensive Plan and would be in the best interest of the public's health, safety, and general welfare, and recommended that the City Council adopt the draft amendment to said portion of Article VI of Chapter 30 of the City Code; and

WHEREAS, the City Council conducted a public hearing on Monday, January 22, 2024, at 5:00 p.m., to consider the amendments to Chapter 30; and

WHEREAS, the City Clerk presented the affidavit of publication of the notice of the public hearing; and

WHEREAS, the City Council has heard all persons who wished to be heard regarding the proposed text amendments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA, that it adopts the Planning Commission's following findings of fact relative to the amendment to Chapter 30 Land Development Regulations, of the City Code:

- The amendment will not have an adverse effect on the character of neighborhoods. It will have a positive effect in that it will allow developers to provide less impervious surface for off-street parking of multiple dwellings.
- The amendment would foster economic growth in the community, by allowing for more flexibility and latitude for developers of multiple dwellings while still maintaining adequate parking.
- That the amendment would be in keeping with the spirit and intent of the Zoning Ordinance by maintaining additional greenspace and using land in its best and highest use.
- That the amendment would be in the best interest of the public by promoting additional greenspace and not artificially oversupplying parking needs within the community.
- That the amendment would be consistent with the Comprehensive Plan, as the amendment will address excess off-street surface parking cannot put land to its best and highest use if its artificially oversupplied.



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

Item 25.

Questions/Comments?



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 22, 2024

AGENDA ITEM: Consider the recommendation of the Planning Commission regarding the adoption of an ordinance, amending and updating a section of Article VI Zoning within Chapter 30 Land Development Regulations

PREPARED BY: Dan Swenson, Assistant Community Development Director

BACKGROUND:

After the public hearing on this matter, the City Council will consider the public testimony received and review the recommendation put forward by the Planning Commission.

The Council can accept the recommendation of the Planning Commission, if they are in agreement, and adopt the ordinance as prepared, or the Council can make its own findings to support its reasons for approving or denying the text amendment.

REQUESTED COUNCIL ACTION:

Make a motion to adopt an ordinance, amending and updating a section of Article VI zoning within Chapter 30 Land Development Regulations.

ORDINANCE NO. 23-__

AN ORDINANCE AMENDING SECTION 30-628 (ZONING) WITHIN CHAPTER 30 LAND DEVELOPMENT REGULATIONS

WHEREAS, from time to time, the City of Grand Rapids deems it important to review, and update, if necessary, its Zoning Ordinance (Land Development Regulations); and

WHEREAS, at their meeting on January 4, 2024, the Grand Rapids Planning Commission initiated the process to update and amend one section of the Zoning Ordinance (Land Development Regulations) identified by city staff; and

WHEREAS, the Planning Commission on January 4, 2024, took up consideration of draft amendment to Chapter 30 of the City Code, as prepared by staff, and found that amendments were consistent with the Comprehensive Plan and would be in the best interest of the public's health, safety, and general welfare, and recommended that the City Council adopt the draft amendment to said portion of Article VI of Chapter 30 of the City Code; and

WHEREAS, the City Council conducted a public hearing on Monday, January 22, 2024, at 5:00 p.m., to consider the amendments to Chapter 30; and

WHEREAS, the City Clerk presented the affidavit of publication of the notice of the public hearing; and

WHEREAS, the City Council has heard all persons who wished to be heard regarding the proposed text amendments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA, that it adopts the Planning Commission's following findings of fact relative to the amendment to Chapter 30 Land Development Regulations, of the City Code:

- The amendment will not have an adverse effect on the character of neighborhoods. It will have a positive effect in that it will allow developers to provide less impervious surface for off-street parking of multiple dwellings.
- The amendment would foster economic growth in the community, by allowing for more flexibility and latitude for developers of multiple dwellings while still maintaining adequate parking.
- That the amendment would be in keeping with the spirit and intent of the Zoning Ordinance by maintaining additional greenspace and using land in its best and highest use.
- That the amendment would be in the best interest of the public by promoting additional greenspace and not artificially oversupplying parking needs within the community.
- That the amendment would be consistent with the Comprehensive Plan, as the amendment will address excess off-street surface parking cannot put land to its best and highest use if its artificially oversupplied.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA, that the amendments to the City Code are in the best interest of the public's health, safety, and general welfare, and hereby ordains that the Grand Rapids City Code be amended as follows: *See Exhibit"1"*

This Ordinance shall become effective after its passage and publication.

ADOPTED AND PASSED BY THE City Council of the City of Grand Rapids on the 22nd day of January 2024.

Tasha Connelly, Mayor

Attest:

Kim Gibeau, City Clerk

Councilmember _____ seconded the foregoing ordinance and the following voted in favor thereof: _____. Opposed: _____, whereby the ordinance was declared duly passed and adopted.

30-628 Minimum Number

The minimum number of off-street parking spaces by type of use shall be required in accordance with the following schedule. When determining the number of required parking spaces results in a fractional space, any fraction up to and including one-half shall be disregarded and fractions over one-half require one parking space.

RESIDENTIAL USES	MINIMUM PARKING REQUIRED
One- and two-family units	2 per dwelling unit
Multiple-dwellings	2 per dwelling unit ¹ 1.75
Senior citizens housing	0.5 per dwelling unit
Boarding and rooming houses	1 per rooming unit
Accessory apartments	1 per unit
Bed and breakfast	1 per room ²
Day care/nursery schools	Same as one-two family units
Group and foster homes	Same as one-two family units
Mobile home parks	2 per dwelling unit

>PUBLIC AND QUASI-PUBLIC USES	MINIMUM PARKING REQUIRED
Churches	1 per 3 seats in largest assembly room
Elementary school	2 per classroom
Junior high school	2 per classroom
Senior high schools	6 per classroom plus 1 per 6 seats in main auditorium
Post high schools	10 per classroom
Stadiums, arenas, auditoriums (accessory to a school)	1 per 6 seats
Stadiums, arenas, theaters and auditoriums	1 per 3 seats
Museums, libraries, and art galleries	1 per 500 square feet (gross floor area)
Golf and country clubs	6 per hole
Government offices	1 per 200 square feet gross floor area
Hospitals	2 per bed
Nursing homes	1 per 3 beds
Clubs and lodges, social and fraternal	1 per 2 persons based on occupancy rating

1 In the R-3 zone, 25 percent of the required parking shall be enclosed. In the R-4 zones, 12.5 percent of the required parking shall be enclosed.