



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

CITY COUNCIL MEETING AGENDA
Monday, January 09, 2023
5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, January 9, 2023 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

ORGANIZATIONAL MEETING:

1. Consider appointing the following financial institutions as depository designations for 2023, and delegate the Finance Director or Finance Director's Designee authorization for electronic funds transfers.
2. Adopt updated City Council By-Laws for 2023
3. Designate a Councilmember to serve as Mayor Pro-Tem for 2023
4. Designate the Herald Review as official newspaper for the City of Grand Rapids
5. Appoint Council representatives to Boards and Commissions
6. Appoint Council representatives to selected agencies

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

7. Approve Council minutes for Monday, December 19, 2022 Regular meeting.

VERIFIED CLAIMS:

8. Approve the verified claims for the period December 13, 2022 to January 3, 2023 in the total amount of \$1,125,525.10.

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

9. Acknowledge minutes for Boards & Commissions:

November 5, 2022 Golf Board meeting
November 15, 2022 Library Board meeting

CONSENT AGENDA:

- [10.](#) Consider adopting a resolution approving a Delegated Contract Process Agreement between the State of Minnesota and the City of Grand Rapids.
- [11.](#) Consider approving final payment in the amount of \$74,984.50 for AP 2021-2, Beacon Relocation Project.
- [12.](#) Consider approving a contract with SEH for design services at the GPZ Airport for the North Taxilane Reconstruction.
- [13.](#) Consider approving a contract with SEH for design and construction services at the GPZ Airport for the South Taxilane Crack Seal Project
- [14.](#) Consider approving a contract with SEH for design and construction services at the GPZ Airport for the Hangar Development Utility Extension project
- [15.](#) Consider adopting a resolution and approving a grant agreement with the Minnesota Department of Iron Range Resources and Rehabilitation (IRRR) for the Hangar Development Project at the GPZ Airport
- [16.](#) Consider change orders related to the IRA Civic Center Improvement Project.
- [17.](#) Consider approving the Workers Compensation coverage through the League of Minnesota Cities Insurance Trust
- [18.](#) Consider a request by the police department to apply for a matching grant through AKC Reunite Adopt a K-9 Cop sponsored by the United States Police Canine Association (USPCA).
- [19.](#) Consider approving Network Technician job description and authorization to post the position
- [20.](#) Consider approving computer agreements for 2023 with Harris Computer Systems for \$27,804.29.
- [21.](#) Consider approval of special assessment lien releases.

SET REGULAR AGENDA:

ADMINISTRATION:

- [22.](#) Consider hiring Paul Martinetto as Building Inspector

ENGINEERING PUBLIC WORKS:

- [23.](#) Consider accepting feasibility report and ordering plans and specifications for CP 2015-1, Sylvan Bay Overlays and Utilities.
- [24.](#) Consider approving a Supplemental Letter Agreement with SEH related to CP 2015-1
- [25.](#) Consider adopting a resolution approving reimbursement of expenditures for CP 2015-1, Sylvan Bay Overlays and Utilities

CITY COUNCIL:

- [26.](#) Consider appointing Amanda Lamppa to the Arts & Culture Commission for a three year term to expire December 31, 2025.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR JANUARY 23, 2023 AT 5:00 PM

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

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

ATTEST: Kimberly Gibeau, City Clerk



CITY OF
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REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 9, 2023

AGENDA ITEM: Consider appointing the following financial institutions as depository designations for 2023, and delegate the Finance Director or Finance Director's Designee authorization for electronic funds transfers.

PREPARED BY: Barb Baird

BACKGROUND:

We are recommending the City of Grand Rapids designate the following institutions as depositories for 2023:

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

REQUESTED COUNCIL ACTION:

Make a motion to appoint the following financial institutions as depository designations for 2023: Deerwood Bank, First National Bank of Coleraine, Grand Rapids State Bank, Park State Bank, RBC Wealth Management, Wells Fargo Bank of Minnesota, Woodland Bank and delegate the Director of Finance or Director of Finance's designee authorization for electronic funds transfer.

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

Amended by City Council
Revised – 1/9/2023

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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.

- a. **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:

- 1. 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. Public Forum and Correspondence
- 5. Council Reports
- 6. Approval of Minutes.
- 7. Approval of Verified Claims
- 8. Acknowledge Board & Commission Minutes
- 9. Council Reports
- 10. Consent Agenda.

11. Setting of Regular Agenda
12. Acknowledge receipt of Board/Commission minutes.
13. Administration
14. Civic Center/Park & Recreation
15. Community Development/Economic Development.
16. Engineer/Public Works.
17. Finance Department
18. Fire Department
19. Golf Course
20. Information Technology
21. Library
22. Police 23. Council
24. Public Hearings when scheduled.
25. 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 and Harris Township, dated June 12, 2013, 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.

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. Civic Center/Park & Recreation Advisory Board, to advise the Council on Recreation and Park programs and facility development. (Municipal Code Chapter 2, Division 3, Sec. 2-181-2.189; Mn. Statute 412.501; 471.15). Will also serve as the City representative on the Greenway Joint Recreation Board.

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 /Park & Recreation Advisory Board		X	Council	7	3 years	3 rd Wednesday 4:30 p.m.	Civic Center		Park & Rec/Civic Center Manager	5	5 residents & 2 non-residents
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.

Kim Gibeau

From: tony@ironrangemeats.com
Sent: Wednesday, November 2, 2022 11:57 AM
To: Kim Gibeau
Subject: 2023 Legal Notice Bid



Scenic Range
of Grand Rapids **NewsForum**
Kim Johnson Gibeau
420 N Pokegama Ave
Grand Rapids, MN 55744

11/6/22

Dear Kim Johnson Gibeau;

It has been an honor to serve as your legal newspaper in the past and we hope to continue the relationship. Please accept this bid for consideration of the Scenic Range NewsForum to be the legal publication of record for City of Grand Rapids. The below rates will be honored for all legal proceedings effective issue dated January 5, 2023. The Scenic Range will be offering a discounted rate to municipalities that have named us the "Official Legal Newspaper" for them. The 2023 legal rate will be \$7.00 per column inch for the first run and any subsequent runs will be \$5.00 per column inch. The rate for display advertising is \$5.00 per column inch for black ink and \$7.00 per column inch for full color advertising. The Scenic Range offers much more than a newspaper. We also offer a full printshop and mail service for newsletters and other marketing type programs. It would be an honor to continue serving as the legal publication in our community.

Respectfully,

Tony Fragnito
Publisher

Tony Fragnito
Cell: 612-518-4848

GrandRapidsMN.com

HeraldReview

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

November 29th, 2022

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

Dear Honorable Mayor and Council Members,

We ask to be named the official newspaper for the City of Grand Rapids. We look forward to continuing our work with the City of Grand Rapids to keep your citizens informed. We offer to print the proceedings of your board, statements and all legal notices requiring publication during the year 2023.

All proceedings of your board, statements and legal notices will be posted online. Display and Classified notices will also be in the Grand Rapids Manney's Shopper at no extra charge.

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

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

Sincerely,



Brett Holum
General Manager/Publisher

GrandRapidsMN.com
HeraldReview
21 NE 5th Street, Suite 101, PO Box 220, Grand Rapids, MN 55744
Phone 218.326.6623 Fax 218.326.6627

November 29th, 2022

2023 Legal Display rates:

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

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

Sincerely,



Brett Holum
General Manager/Publisher



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 9, 2023

AGENDA ITEM: Designate the Herald Review as official newspaper for the City of Grand Rapids

PREPARED BY: Kimberly Gibeau

BACKGROUND:

Scenic Range News and Herald Review each submitted requests to be designated as the Official City Newspaper. Unfortunately, based on Minnesota State Statute, Scenic Range News does not meet necessary criteria.

REQUESTED COUNCIL ACTION:

Make a motion to designate the Herald Review as the official newspaper for the City of Grand Rapids.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 9, 2023

AGENDA ITEM: Appoint Council representatives to Boards and Commissions

PREPARED BY: Kimberly Gibeau

BACKGROUND:

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

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

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

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

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

REQUESTED COUNCIL ACTION:

Make a motion to appoint Council representatives to City Boards & Commissions for 2023 calendar year.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 9, 2023

AGENDA ITEM: Appoint Council representatives to selected agencies

PREPARED BY: Kimberly Gibeau

BACKGROUND:

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

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

REQUESTED COUNCIL ACTION:

Make a motion to appoint Council representatives and staff to select agencies for 2023 calendar year.



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

CITY COUNCIL MEETING MINUTES
Monday, December 19, 2022
5:00 PM

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

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

STAFF: Andy Morgan, Laura Pfeifer, Rob Mattei

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

COUNCIL REPORTS:

Mayor Christy states that 1/3 of the snow has been removed and commends the Public Works Department. Notes that Councilor Adams was re-elected to the RAMS Board and expressed appreciation for Councilors Blake and Toven as this is their last meeting as City Councilors.

Councilors Blake and Toven expressed appreciation for the City staff, fellow Councilmembers and city residents.

APPROVAL OF MINUTES:

1. Approve Council minutes for Monday, December 5, 2022 Regular meeting.

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

VERIFIED CLAIMS:

2. Approve the verified claims for the period November 29, 2022 to December 12, 2022 in the total amount of \$838,398.89.

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

CONSENT AGENDA:

3. Consider approval of an SLA with SEH for the former Forest Lake site utility design, CP 2022-5.

4. Consider adopting a resolution approving LG214 Premises Permit for Turn In Poachers.

Adopted Resolution 22-109

5. Consider entering into an Ice Rink Construction and Maintenance Agreement with ISD 318.

6. Consider entering into an Agreement with ISD 318 for use of the IRA Civic Center.

7. Consider adopting a resolution establishing 2023 compensation for City of Grand Rapids Exempt & Non-Exempt Non-Represented Employees.

Adopted Resolution 22-110

8. Consider approval of a Delegated Contract Process Agreement between the State of Minnesota and the City of Grand Rapids.

9. Consider adopting a resolution authorizing the Itasca County Auditor to assess the delinquent Storm Water Utility charges to the property tax statement of delinquent tax owners.

Adopted Resolution 22-112

10. Consider approving temporary liquor licenses for MacRostie Art Center for six First Friday events in 2023.

11. Consider acknowledging notice of intent to amend City Council By-Laws

12. Consider terminating Joint Road Ownership Agreement with Harris Township.

13. Consider approving a labor agreement with the LELS #239, Police Officers

14. Approve 2023 Theatre License for Mann Theatres Inc.

15. Approve 2023 Taxi license for Rapid Taxi, contingent upon receipt of required documentation and fees.

16. Consider adopting a resolution to authorize closing Capital Projects Fund-2020 Infrastructure Fund.

Adopted Resolution 22-113

17. Consider Turfwerks Agreement with SLL

18. Consider approving five (5) year extension of Contract for Municipal Services between City of Grand Rapids and Itasca County for connection to emergency generator.

19. Consider adopting a resolution establishing the official polling places for Grand Rapids Precincts One, Two, Three and Four

Adopted Resolution 22-114

20. Consider an agreement with Loren Solberg

- 20a. Consider adopting a resolution accepting a 50/50 matching grant from the MN DNR.

Adopted Resolution 22-115

- 20b. Consider approving resolutions adopting the 2022 Tax Levy Payable 2023, 2023 General Fund Budgets, 2023 Special Revenue Budgets and 2023 Enterprise Budgets.

Adopted the following Resolutions relative to the 2022 Tax Levy and related City budgets: Resolutions 22-116, 22-117, 22-118, 22-119, 22-120, 22-121, 22-122, 22-123, 22-124, 22-125, 22-126, 22-127, 22-128

Motion made by Councilor Toven, Second by Councilor Blake to approve the Consent agenda as amended with the addition of item #20a and item #20b, moved from regular agenda. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

SET REGULAR AGENDA:

Motion made by Councilor Adams, Second by Councilor Connelly to approve the Regular agenda as amended, moving item #22 to Consent as item #20b. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

COMMUNITY DEVELOPMENT:

21. Consider adopting a resolution accepting low bid and entering into an agreement with TNT Construction Group, LLC, for the Grand Rapids-Cohasset Industrial Park Infrastructure Project

Community Development Director, Rob Mattei, provided background information on bid process and bids received, recommending agreement with TNT Construction Group, LLC.

Motion made by Councilor Connelly, Second by Councilor Blake to **Adopt Resolution 22-129**, accepting bid for Grand Rapids-Cohasset Industrial Park Infrastructure Project. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

FINANCE: Item #22 moved to Consent as item #20b.

POLICE:

23. Consider adopting a resolution accepting a donation of \$500.00 from Hill City Lions Club to support Grand Rapids Police Shop with a Hero Program

Motion made by Councilor Toven, Second by Councilor Blake to **Adopt Resolution 22-130**, accepting donations for Shop with a Hero program for the Grand Rapids Police Department. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

COUNCIL:

24. Consider appointing members to Boards & Commissions.

Council members made contact with applicants and recommend the following appointments:

- Police Community Advisory Board: re-appoint Tom Nuestrom and Wendy Uzelac and appoint Kerry Clausen, terms to expire December 31, 2025.
- Library Board: re-appoint Sheena Richards, and appoint Jennifer Barr and Janelle Dobbs, terms to expire December 31, 2025.
- Arts & Culture Commission: re-appoint Kari Hedlund, term to expire December 31, 2025.

Motion made by Councilor Adams, Second by Councilor Blake to appoint members to boards and commissions as recommended. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

ADJOURNMENT:

There being no further business, the meeting adjourned at 5:24 pm.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk

DATE: 01/06/2023
 TIME: 13:38:54
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 01/09/2023

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
CITY WIDE		
0200023	BMC SOFTWARE INC	1,074.49
0309805	CIVICPLUS, LLC	2,995.00
0715808	GOVCONNECTION INC	3,076.17
0801661	HARRIS	27,804.29
1520250	GRAND RAPIDS GREEN HOUSE	59.98
1600200	PDQ.COM CORP	1,050.00
1600201	PDQ/SMARTDEPLOY	2,004.00
1915248	SHI INTERNATIONAL CORP	7,130.00
	TOTAL CITY WIDE	45,193.93
SPECIAL PROJECTS-NON BUDGETED		
0508450	EHLERS AND ASSOCIATES INC	9,266.25
1105530	KENNEDY & GRAVEN, CHARTERED	2,770.90
1621125	PUBLIC UTILITIES COMMISSION	238.75
	TOTAL SPECIAL PROJECTS-NON BUDGETED	12,275.90
SPECIAL PROJECTS-BUDGETED		
1900225	SEH	418.75
	TOTAL SPECIAL PROJECTS-BUDGETED	418.75
ADMINISTRATION		
0718060	GRAND RAPIDS HERALD REVIEW	92.35
0914540	INNOVATIVE OFFICE SOLUTIONS LL	111.34
	TOTAL ADMINISTRATION	203.69
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM SERVICES	105.78
0221525	BUNES SEPTIC SERVICE INC	285.00
0221650	BURGGRAF'S ACE HARDWARE	23.97
0920060	ITASCA COUNTY TREASURER	227.34
1520350	OTIS ELEVATOR COMPANY	125.00
1821700	MICHAEL RUSSELL	535.00
1901535	SANDSTROM'S INC	304.94
2018680	TRU NORTH ELECTRIC LLC	982.86
	TOTAL BUILDING SAFETY DIVISION	2,589.89

DATE: 01/06/2023
 TIME: 13:38:54
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 01/09/2023

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
COMMUNITY DEVELOPMENT		
0718060	GRAND RAPIDS HERALD REVIEW	77.95
0920060	ITASCA COUNTY TREASURER	171.81
1105530	KENNEDY & GRAVEN, CHARTERED	22.00
TOTAL COMMUNITY DEVELOPMENT		271.76
COUNCIL/COMMISSION/BOARDS		
0315105	COALITION OF GREATER MN CITIES	19,413.00
0920060	ITASCA COUNTY TREASURER	1,592.48
TOTAL COUNCIL/COMMISSION/BOARDS		21,005.48
FIRE		
0103325	ACHESON TIRE INC	75.00
0118100	ARAMARK UNIFORM SERVICES	27.56
0118661	ARROWHEAD REGIONAL FIRE FIGHTR	75.00
0920060	ITASCA COUNTY TREASURER	289.05
1200500	L&M SUPPLY	49.36
1301014	MACQUEEN EMERGENCY GROUP	1,936.20
1309336	MN STATE FIRE DEPT ASSOCIATION	450.00
1415030	NAPA SUPPLY OF GRAND RAPIDS	540.38
2209421	VIKING ELECTRIC SUPPLY INC	40.43
TOTAL FIRE		3,482.98
PUBLIC WORKS		
0100046	ASV HOLDINGS INC	1,386.24
0104799	ADVANCED SERVICES INC	1,399.50
0121721	AUTO VALUE - GRAND RAPIDS	608.30
0301655	CARGILL INCORPORATED	6,880.38
0301685	CARQUEST AUTO PARTS	960.35
0315455	COLE HARDWARE INC	59.69
0315481	CAR, INC	2,125.00
0400720	D&S STUMP GRINDING LLC	300.00
0401420	DAKOTA FLUID POWER, INC	45.17
0421725	DUTCH ROOM INC	128.25
0501650	EARL F ANDERSEN	540.43
0514802	ENVIROTECH SERVICES INC	8,075.52
0601690	FASTENAL COMPANY	593.29
0612225	FLEETPRIDE INC	2,739.98
0920060	ITASCA COUNTY TREASURER	1,341.68
1200500	L&M SUPPLY	47.98
1209735	LITTLE FALLS MACHINE INC	887.67

DATE: 01/06/2023
 TIME: 13:38:55
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 01/09/2023

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
1301213	MARTIN'S SNOWPLOW & EQUIP	1,195.31
1303039	MCCOY CONSTRUCTION & FORESTRY	793.65
1309332	MN STATE RETIREMENT SYSTEM	1,564.59
1315690	MORTON SALT	10,539.28
1421155	NUCH'S IN THE CORNER	214.00
1421700	NUSS TRUCK GROUP INC	45.48
1621125	PUBLIC UTILITIES COMMISSION	25,517.50
1621130	P.U.C.	934.55
1801610	RAPIDS PLUMBING & HEATING INC	940.00
1900225	SEH	100.00
2209421	VIKING ELECTRIC SUPPLY INC	155.07
T001419	218 TREE SERVICE LLC	1,450.00
TOTAL PUBLIC WORKS		71,568.86
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	450.29
0401420	DAKOTA FLUID POWER, INC	615.88
0601690	FASTENAL COMPANY	132.56
0904227	IDENTIFIX INC	1,428.00
0914200	INDUSTRIAL LUBRICANT COMPANY	964.85
0920060	ITASCA COUNTY TREASURER	84.32
1301720	MATCO TOOLS	963.26
1801615	RAPIDS WELDING SUPPLY INC	43.11
TOTAL FLEET MAINTENANCE		4,682.27
POLICE		
0103325	ACHESON TIRE INC	30.00
0118625	ARROW EMBROIDERY/PHOTO EXPRESS	30.00
0301685	CARQUEST AUTO PARTS	395.31
0409501	JOHN P. DIMICH	4,583.37
0415529	DONDELINGER FORD	38.32
0421470	DSC COMMUNICATIONS	2,237.00
0920060	ITASCA COUNTY TREASURER	3,880.15
1309149	MN CHIEFS OF POLICE ASSOC	820.00
1605665	PERSONNEL DYNAMICS LLC	218.70
1618125	PRAXAIR DISTRIBUTION INC	88.94
1909650	SIRCHIE ACQUISITION CO, LLC	148.79
1920233	STREICHER'S INC	493.97
TOTAL POLICE		12,964.55

DATE: 01/06/2023
 TIME: 13:38:55
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 01/09/2023

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
RECREATION		
0920068	ITASCA DRIFTSKIPPERS	2,500.00
	TOTAL RECREATION	2,500.00
CENTRAL SCHOOL		
0118100	ARAMARK UNIFORM SERVICES	55.73
0218745	ASHLEY BRUBAKER	437.45
0221525	BUNES SEPTIC SERVICE INC	180.00
1401650	NARDINI FIRE EQUIPMENT CO INC	320.56
1520350	OTIS ELEVATOR COMPANY	125.00
2018680	TRU NORTH ELECTRIC LLC	1,345.87
	TOTAL	2,464.61
AIRPORT		
0112100	ALAMO GROUP COMPANY	949.46
0114200	ANDERSON GLASS	152.00
0301685	CARQUEST AUTO PARTS	109.32
0504825	EDWARDS OIL INC	3,561.76
0801825	HAWKINSON CONSTRUCTION CO INC	347.31
0920060	ITASCA COUNTY TREASURER	168.91
1105444	KELLER FENCE COMPANY	120.00
1303039	MCCOY CONSTRUCTION & FORESTRY	294.96
1309159	MINNESOTA COUNCIL OF AIRPORTS	150.00
1405530	NEO ELECTRICAL SOLUTIONS LLC	65.13
1612045	PLAGEMANNS LANDSCAPING INC	2,500.00
1900225	SEH	50.00
	TOTAL	8,468.85
CIVIC CENTER		
GENERAL ADMINISTRATION		
0104815	ADVANTAGE SYSTEMS GROUP	630.00
0118100	ARAMARK UNIFORM SERVICES	121.92
0315455	COLE HARDWARE INC	122.12
0601690	FASTENAL COMPANY	823.93
0805640	HERC-U-LIFT INC	360.45
1200500	L&M SUPPLY	269.78
2000522	TNT CONSTRUCTION GROUP, LLC	17,074.00
	TOTAL GENERAL ADMINISTRATION	19,402.20

DATE: 01/06/2023
 TIME: 13:38:55
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/09/2023

VENDOR #	NAME	AMOUNT DUE
STATE HAZ-MAT RESPONSE TEAM		
0601690	FASTENAL COMPANY	182.75
	TOTAL	182.75
CEMETERY		
0920060	ITASCA COUNTY TREASURER	118.90
1200500	L&M SUPPLY	15.99
	TOTAL	134.89
DOMESTIC ANIMAL CONTROL FAC		
0114350	ANIMAL CARE EQUIP & SERV LLC	169.92
0118100	ARAMARK UNIFORM SERVICES	30.00
0701650	GARTNER REFRIGERATION CO	311.00
0920060	ITASCA COUNTY TREASURER	205.16
	TOTAL	716.08
GENERAL CAPITAL IMPRV PROJECTS		
MAY MOBILITY		
1301895	MAY MOBILITY, INC	162,908.33
1612745	PLUM CATALYST LLC, THE	4,000.00
	TOTAL MAY MOBILITY	166,908.33
MUNICIPAL ST AID MAINTENANCE		
7TH AVE SE OVERLAY		
0920060	ITASCA COUNTY TREASURER	272,691.40
	TOTAL 7TH AVE SE OVERLAY	272,691.40
PARK ACQUISITION & DEVELOPMENT		
MS RIVER PARK		
1621125	PUBLIC UTILITIES COMMISSION	664.85
	TOTAL MS RIVER PARK	664.85
AIRPORT CAPITAL IMPRV PROJECTS		

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/09/2023

VENDOR #	NAME	AMOUNT DUE
AIRPORT CAPITAL IMPRV PROJECTS		
BEACON RELOCATION		
1900225	SEH	3,060.00
T001460	VINCO INC	74,984.50
TOTAL BEACON RELOCATION		78,044.50
2021 INFRASTRUCTURE BONDS		
2015-3 HIGHWAY 2 WEST TRAIL		
0221652	BNSF RAILWAY COMPANY	4,561.93
TOTAL 2015-3 HIGHWAY 2 WEST TRAIL		4,561.93
CIVIC CENTER CAPITAL IMP PJT		
IRA CIVIC CENTER RENOVATION		
0718060	GRAND RAPIDS HERALD REVIEW	89.45
TOTAL IRA CIVIC CENTER RENOVATION		89.45
2022 INFRASTRUCTURE/ARPA		
21ST STREET IMPROVEMENTS		
0218115	BRAUN INTERTEC CORPORATION	1,081.25
TOTAL 21ST STREET IMPROVEMENTS		1,081.25
STORM WATER UTILITY		
0301685	CARQUEST AUTO PARTS	14.99
0920060	ITASCA COUNTY TREASURER	623.19
1621125	PUBLIC UTILITIES COMMISSION	2,288.40
2000522	TNT CONSTRUCTION GROUP, LLC	3,697.50
2009725	TITAN MACHINERY INC	5,827.68
2018560	TROUT ENTERPRISES INC	4,093.50
TOTAL		16,545.26
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$749,114.41
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0113105	AMAZON CAPITAL SERVICES	130.18
0201354	B. BAIRD-PETTY CASH FUND	5.48
0305530	CENTURYLINK QC	48.69
0315105	COALITION OF GREATER MN CITIES	340.00
0315543	CONSTELLATION NEWENERGY -GAS	969.60

DATE: 01/06/2023
 TIME: 13:38:55
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/09/2023

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0718010	CITY OF GRAND RAPIDS	12,730.93
0718015	GRAND RAPIDS CITY PAYROLL	285,663.46
081550	SCOTT HOLM	60.00
0920055	ITASCA COUNTY RECORDER	46.00
1201402	LAKE COUNTRY POWER	43.11
1205145	MIKE LECLAIRE	431.48
1225500	CYNTHIA LYMAN	63.75
1301010	MOLLY MACGREGOR	114.89
1301146	MARCO TECHNOLOGIES, LLC	325.30
1309098	MINNESOTA MN IT SERVICES	453.21
1309199	MINNESOTA ENERGY RESOURCES	6,161.97
1309335	MINNESOTA REVENUE	767.00
1315630	ASHLEY MORAN	381.06
1601305	THOMAS J. PAGEL	1,023.09
1621130	P.U.C.	47,637.23
1801503	MICHAEL RANDALL	250.00
1903555	ERIK SCOTT	66.88
2000490	TDS Metrocom	645.51
2100265	U.S. BANK	500.00
2209665	VISA	4,725.87
2305300	MATTHEW WEGWERTH	437.50
2305825	WEX INC	12,357.25
T001437	ADDIE BEST	31.25

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$376,410.69

TOTAL ALL DEPARTMENTS \$1,125,525.10



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

**POKEGAMA GOLF COURSE BOARD
 MEETING MINUTES**

**Tuesday, November 15, 2022
 7:30 AM**

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Pokegama Golf Course Board will be held on Tuesday, November 15, 2022 at 7:30 AM at Pokegama Golf Course, 3910 Golf Course Road, Grand Rapids, Minnesota. Rick called the meeting to order at 7:35AM.

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

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.) Kelly made a motion to accept as presented. John second. Motion Carried.

APPROVE MINUTES:

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

CLAIMS AND FINANCIAL STATEMENTS:

2. A review of the financials took place. John made a motion to approve the claims in the amount of \$46,433.67. Kelly Second. Motion Carried.

VISITORS: No visitors today

REPORTS: Steve Ross Report: Steve said the course is officially closed with this snow, and he's very happy with the snow covering for insulation across the course. The Trackman was installed and all went well. The carts are stored and that all went well. A handful of seats will be reupholstered to help last another season. A discussion took place to review the need for planting trees and Steve will look in to the availability of trees for spring planting.

Bob Cahill Report: Trackman install went well and the plan is to be open by Dec. 1. A discussion and review of the 2023 rates took place. A motion was made by John to approve the rates and price list as presented. Rick Second. Motion Carried.

Bob reviewed the request for new golf carts. With the shortage of golf carts available, this is now how we need to plan, purchase and commit to new carts. John made a motion to approve the purchase of new golf carts. Rick Second. Motion Carried.

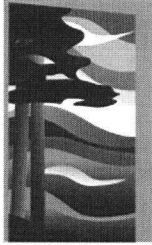
Business:

3. Discuss and consider approving 2023 Operating Budget: John made a motion to approve the operating budget as presented. Rick Second. Motion Carried
4. Discuss and consider approving 2023-2026 CIP Budget: A review of all projects and equipment took place. Bob reviewed with the board that the Toro Greens Mower is on order with no ETA yet from Toro and the asphalt and seal coating project will continue and is booked for spring 2023. The request was made to add a \$20K budget for the sand projects that have been discussed throughout the summer. John made a motion to approve the CIP with the sand project added to the budget. Rick Second. Motion Carried.

CORRESPONDENCE AND OPEN DISCUSSION:

ADJOURN: At 8:45AM, Motion made by John. Second by Kelly. Motion Carried.

Minutes respectfully submitted by Kelly Kirwin



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

GRAND RAPIDS AREA LIBRARY BOARD MEETING MINUTES

Wednesday, November 09, 2022

5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids Area Library Board will be held on Wednesday, November 9, 2022 at 5:00 PM in City Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

Chair MacDonell called the meeting to order at 5:00 pm

CALL OF ROLL:

All Library Board members present

Staff: Will Richter, Director of Library Services

APPROVAL OF AGENDA:

Motion to approve agenda as presented

Mover: Richards

Seconder: Blocker

Result: Passed

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

None

APPROVAL OF MINUTES:

1. Consider approval of Library Board Meeting Minutes from 10-12-2022

Motion to approve minutes as presented

Mover: Martin

Seconder: Teigland

Result: Passed

COMMUNICATIONS:

none

FINANCIAL REPORT & CLAIMS (Roll Call Vote Required):

2. Consider a motion to approve financial reports and payment of bills as presented.

Motion to approve financial reports and payment of bills as presented

Mover: Kee

Seconded: Blocker

Result: Passed 9-0 via roll-call

CONSENT AGENDA (Roll Call Vote Required):

3. Consider approval of contract(s) for Children's Library Lego programs.

4. Consider approval of Donation Resolution 2022-11

Motion to approve Consent Agenda as presented

Mover: Richards

Seconded: Martin

Result: Passed 9-0 via roll-call

REGULAR AGENDA:

5. City Email Migration Project

Informational

6. ALS Bookmobile Stop in Warba

Informational

UPDATES:

Friends update

By Teigland: waiting on numbers for 11-5 book sale. Next meeting is 11/14 at Library.

Foundation update

By Tabbert: next meeting is 11/17 at CPC.

STAFF REPORTS:

7. Library Reports and Statistics

Informational

ADJOURNMENT:

Chair MacDonell adjourned the meeting at 5:30.

NEXT REGULAR MEETING IS SCHEDULED FOR DECEMBER 14, 2022, AT 5:00 PM.

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

A handwritten signature in black ink, reading "Lisa Tabbert". The signature is written in a cursive style with a long horizontal stroke extending to the right.

ATTEST: Lisa Tabbert, Library Board Secretary

DATE: 11/02/2022
 TIME: 13:19:21
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 11/09/2022

VENDOR #	NAME	AMOUNT DUE

PUBLIC LIBRARY		
0113100	AMAZON.COM	640.75
0118100	ARAMARK UNIFORM SERVICES	132.66
0118345	ARIDAN BOOKS INC	120.00
0118660	ARROWHEAD LIBRARY SYSTEM	34.30
0201428	BAKER & TAYLOR LLC	5,199.07
0212124	BLACKSTONE PUBLISHING	1,251.72
0305485	CENGAGE LEARNING INC	107.95
0514145	ENCOMPASS	4,452.50
0718010	CITY OF GRAND RAPIDS	1,700.00
0914325	INGRAM ENTERTAINMENT INC.	112.17
0914800	INVEST EARLY PROJECT	800.00
1605665	PERSONNEL DYNAMICS LLC	137.70
1901535	SANDSTROM'S INC	169.24
1915248	SHI INTERNATIONAL CORP	192.00
2114356	UNIQUE MANAGEMENT SERVICES	104.85

TOTAL UNPAID TO BE APPROVED IN THE SUM OF: \$15,154.91

CHECKS ISSUED-PRIOR APPROVAL
 PRIOR APPROVAL

0100053	AT&T MOBILITY	54.45
0605191	FIDELITY SECURITY LIFE	6.90
0718015	GRAND RAPIDS CITY PAYROLL	41,045.55
1015337	MICHELLE JOHNSON	71.14
1301146	MARCO TECHNOLOGIES, LLC	200.35
1305725	METROPOLITAN LIFE INSURANCE CO	76.14
1309199	MINNESOTA ENERGY RESOURCES	45.00
1309335	MINNESOTA REVENUE	46.20
1516220	OPERATING ENGINEERS LOCAL #49	9,162.00
1601750	PAUL BUNYAN COMMUNICATIONS	320.11
1621130	P.U.C.	2,901.93
1901795	AMY M SAVELA	125.00
2301700	WM CORPORATE SERVICES, INC	141.62

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$54,196.39

TOTAL ALL DEPARTMENTS \$69,351.30

RESOLUTION NO. 2022-11
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:

Kona Ice of Itasca County \$150.00 (Children’s Library – Level Up books)

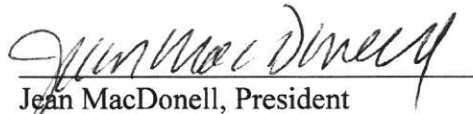
Nick & Nancy Eltgroth \$250.00 (no designation)

Grand Rapids Area Library Foundation \$507.62 (Non-fiction collection development)

Adopted this 9th day of November, 2022



Lisa Tabbert, Secretary



Jean MacDonell, President



November 9, 2022

Andreas Barnett
202 East Hawk St.
Audubon, MN 56511

Dear Mr. Barnett:

I am pleased that you will be leading a series of six monthly Lego programs developed for school age children. These programs will be held 11/14/2022, 12/12/2022, 1/9/2023, 2/13/2023, 3/13/2023, and 4/10/2023.


The Library will pay you \$40 for each program. This fee will include your prep time, as well as set-up, programming, and clean-up time. Payments will be made monthly, after the programs are completed. If these arrangements are agreeable, please sign below, and return this contract, and a completed W-9 form, to the library.

My e-mail is: wrichter@ci.grand-rapids.mn.us. Don't hesitate to contact me if you have questions or concerns about the arrangements for your programs.

Sincerely,

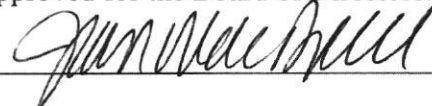
Will Richter
Library Director

These terms are acceptable:


Signature

11/09/2022
Date

Approved for the Board of Directors:



11/9/2022



November 9, 2022

Gavin Platt
30565 East Shore Drive
PO Box 38
Pengilly, MN 55775

Dear Mr. Platt:

I am pleased that you will be leading a series of six monthly Lego programs developed for school age children. These programs will be held 11/14/2022, 12/12/2022, 1/9/2023, 2/13/2023, 3/13/2023, and 4/10/2023.

The Library will pay you \$40 for each program. This fee will include your prep time, as well as set-up, programming, and clean-up time. Payments will be made monthly, after the programs are completed. If these arrangements are agreeable, please sign below, and return this contract, and a completed W-9 form, to the library.

My e-mail is: wrichter@ci.grand-rapids.mn.us. Don't hesitate to contact me if you have questions or concerns about the arrangements for your programs.

Sincerely,

Will Richter
Library Director

These terms are acceptable:

Gavin Platt
Signature

11/9/2022
Date

Approved for the Board of Directors:

[Handwritten Signature]

11/9/2022



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 9, 2023

AGENDA ITEM: Consider adopting a resolution approving a Delegated Contract Process Agreement between the State of Minnesota and the City of Grand Rapids.

PREPARED BY: Matt Wegwerth

BACKGROUND:

The Delegated Contract Process Agreement allows MnDOT to act as an agent of the City to accept federal funds on its behalf for the construction, improvement, or enhancement of transportation projects.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution approving a Delegated Process Agreement between the State of Minnesota and the City of Grand Rapids.



STATE OF MINNESOTA

AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN CONSTRUCTION

This Agreement is entered into by and between City of Grand Rapids (“Local Government”) and the State of Minnesota acting through its Commissioner of Transportation (“MnDOT”).

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government’s agent in accepting federal funds on the Local Government’s behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration (“FHWA”) federal funds, hereinafter referred to as the “Project(s)”; and
2. This Agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
 - 2.1. The Assistance Listing Number (ALN) is 20.205, 20.224, 20.933 or another Department of Transportation ALN as listed on SAM.gov and
 - 2.2. This project is for construction, not research and development.
 - 2.3. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement; Prior Agreement

- 1.1. **Effective Date.** This Agreement will be effective on the date that MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. This Agreement will remain effective until it is superseded or terminated pursuant to section 14.
- 1.2. **Prior Agreement.** This Agreement supersedes the prior agreement between the parties, MnDOT Contract Number 1029952.

2. Local Government’s Duties

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds on its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website.
- 2.2. **Staffing.**
 - 2.2.1. The Local Government will furnish and assign a publicly employed and licensed engineer, (“Project Engineer”), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative, where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This

written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).

2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.

2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all federal-aid provisions supplied by MnDOT.

2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders and where the Local Government will receive the sealed bids.

2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.

2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.

2.3.6. The Local Government will receive and open bids.

2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises (DBEs), the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.

2.3.8. The Local Government must disclose in writing any potential conflict of interest to the Federal awarding agency or MnDOT in accordance with applicable FHWA policy.

2.4. **Contract Administration.**

2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction when the contract is awarded and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable

federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as identified in Section 18 of this Agreement.

- 2.4.2. The Project(s) will be constructed in accordance with the plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this Agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that are in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector, as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

2.5. Limitations.

- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. **Nondiscrimination.** It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate

for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. **Utilities.** The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities", which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s) and for reimbursement of eligible costs pursuant to the terms of this Agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the Project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this Agreement. The Local Government will make all books, records, and documents pertaining to the work hereunder available for a minimum of six years following the closing of the construction contract.

4. Time

4.1. The Local Government must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

5. Payment

- 5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.
- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a Project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.
 - 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
 - 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds.
 - 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for failure to comply with any federal requirements including, but not limited to, 2 CFR Part 200. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further

agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

- 5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each Project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award at least twenty-four months prior to the **end date** of the period of performance for each Project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.
6. **Conditions of Payment.** All services provided by Local Government under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.
7. **Authorized Representatives**
- 7.1. MnDOT's Authorized Representative is:
- Name: Kristine Elwood, or her successor.
- Title: State Aid Engineer
- Phone: 651-366-4831
- Email: Kristine.elwood@state.mn.us
- MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.
- 7.2. The Local Government's Authorized Representative is:
- Name: Matt Wegwerth or their successor.
- Title: Grand Rapids City Engineer
- Phone: 218-326-7625
- Email: mwegwerth@ci.grand-rapids.mn.us
- If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.
8. **Assignment Amendments, Waiver, and Agreement Complete**
- 8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 8.2. **Amendments.** 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.
- 8.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 8.4. **Agreement Complete.** This Agreement contains all negotiations and agreements between MnDOT and the

Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

- 8.5. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 8.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

9. Liability and Claims

- 9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

10. Audits

- 10.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.
- 10.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

11. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government 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 Local Government or MnDOT.

12. **Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will

not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.

- 13. Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination; Suspension

- 14.1. Termination by MnDOT.** MnDOT may terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2. Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and/or requiring the return of all or part of the funds already disbursed.
- 14.3. Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:
- 14.3.1. It does not obtain funding from the Minnesota Legislature; or
- 14.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
- 14.4. Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
- 15. Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
- 16. Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

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

18. Federal Contract Clauses

- 18.1. Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third-party contractors, as applicable. In addition, the Local Government shall have the same meaning as “Contractor” in the federal requirements listed below.
- 18.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 18.1.2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 18.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 18.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

- for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 18.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must

also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

18.1.10. Local Government will comply with 2 CFR § 200.323.

18.1.11. Local Government will comply with 2 CFR § 200.216.

18.1.12. Local Government will comply with 2 CFR § 200.322.

18.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

18.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies.

18.5. **Federal Funding Accountability and Transparency Act (FFATA)**

18.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

a. Reporting of Total Compensation of the Local Government's Executives.

b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:

i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
- 18.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.
- 18.5.4. The Local Government will obtain a Unique Entity Identifier number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each Project.
- 18.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

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City of Grand Rapids

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

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

RESOLUTION NO 23-

A RESOLUTION TO EXECUTE AN AGREEMENT WITH MN DOT FOR FEDERAL DELEGATED CONTRACT PROCESS (DCP)

BE IS RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the City of Grand Rapids to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Mayor and the City Clerk are hereby authorized and directed for and on behalf of the City to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1052181, a copy of which said agreement was before the City Council and which is made apart hereof by reference.

Adopted by the Council this 9th day of, January, 2023.

Dale Christy, Mayor

ATTEST:

Kimberly Gibeau, City Clerk

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

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF ITASCA

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the City of Grand Rapids at a duly authorized meeting thereof held on the 9th day of January, 2023, as shown by the minutes of said meeting in my possession.

City Clerk

Notary Public
My Commission expires:_____



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 9, 2023

AGENDA ITEM: Consider approving final payment in the amount of \$74,984.50 for AP 2021-2, Beacon Relocation Project.

PREPARED BY: Matt Wegwerth

BACKGROUND:

AP 2021-2, Beacon Relocation Project, is complete and ready for final payment. Attached is Final Pay Request 1.

Original Contract Amount = \$76,270.00

Final Contract Amount = \$74,984.50

REQUESTED COUNCIL ACTION:

Make a motion approving final payment in the amount of \$74,984.50 for AP 2021-2, Beacon Relocation Project.



Application for Payment
(Unit Price Contract)
No. 1

Eng. Project No.: GRAIT 159268

Location: Grand Rapids - Itasca County Airport

Contractor Vinco, Inc.

Contract Date 10.8.21

PO Box 907, Forest Blvd N

Pay this Amount	\$	74,984.50
------------------------	-----------	------------------

Forest Lake, MN 55025

Contract Amount \$ 76,270.00

Contract for 2021 Beacon Relocation & Replacement Project

Application Date 12.12.22

For Period Ending 12.2.22

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
1012.200	Traffic Provisions / Airport Security /	LS	1	1	\$1,000.00	\$1,000.00
2021.501	Mobilization	LS	1	1	2,500.00	\$2,500.00
2051.501	Maintenance and Restoration of Haul	LS	1	1	1,350.00	\$1,350.00
L-101-5.1	Airport Rotating Beacon, including	EA	1	1	53,600.00	\$53,600.00
L-108-5.1	Remove Existing Beacon &	LS	1	1	4,500.00	\$4,500.00
L-108-5.2	600 Volt Cable, #6, Installed in Duct	LF	2000	1680	1.25	\$2,100.00
L-108-5.3	Electrical Vault Modifications	LS	1	1	2,800.00	\$2,800.00
L-108-5.4	Locate, Test & Protect Existing & New	LS	1	1	1,500.00	\$1,500.00
L-108-5.5	Duct Marker	EA	2	2	345.00	\$690.00
L-108-5.6	Handhole	EA	3	3	870.00	\$2,610.00
L-110-5.1	2-Inch Sched. 80 PVC or HDPE Duct,	LF	400	290	8.05	\$2,334.50

Total Contract Amount

\$74,984.50

Application for Payment (continued)

Total Contract Amount	\$ <u>76,270.00</u>	Total Amount Earned	\$ <u>74,984.50</u>
Contract Change Order No. _____		Material Suitably Stored on Site, Not Incorporated into Work	_____
Contract Change Order No. _____		Percent Complete	_____
Contract Change Order No. _____		Percent Complete	_____
Less Previous Applications:		GROSS AMOUNT DUE	\$ <u>74,984.50</u>
AFP No. 1: _____ AFP No. 6: _____		LESS _____ % RETAINAGE	\$ _____
AFP No. 2: _____ AFP No. 7: _____		AMOUNT DUE TO DATE	\$ <u>74,984.50</u>
AFP No. 3: _____ AFP No. 8: _____		LESS PREVIOUS APPLICATIONS	\$ _____
AFP No. 4: _____ AFP No. 9: _____		AMOUNT DUE THIS APPLICATION	\$ <u>74,984.50</u>
AFP No. 5: _____			

CONTRACTOR'S AFFIDAVIT

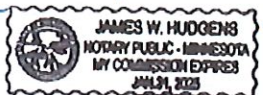
The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the Contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications for Payment under said contract, 2021 Beacon Relocation & Replacement Project, Grand Rapids - Itasca County Airport, and (2) all material and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment and free and clear of all liens, claims, security interests and encumbrances.

Date 19 Dec, 2022 Vinco, Inc.
(Contractor)

COUNTY OF WASHINGTON)
STATE OF MINNESOTA) SS By [Signature]
(Name and Title)

Before me on this 19 day of DECEMBER, 2022, personally appeared [Signature] known to be, who being duly sworn did depose and say that he is the Project Manager/OM (office) of the Contractor above mentioned that he executed the above Application for Payment and Affidavit on behalf of said Contractor; and that all of the statements contained therein

My Commission expires 1.31.25 [Signature]
(Notary Public)



The undersigned has checked the Contractor's Application for Payment shown above. A part of this Application is the Contractor's Affidavit stating that all previous payments to him under this contract have been applied by him to discharge in full all of his obligations in connecting with the work by all prior Applications for Payment.

In accordance with the Contract, the undersigned recommends approval of payment to the Contractor for the Amount due.

[Signature] Short Elliott Hendrickson Inc.
By Lindsay Reidt

Date 12/20/22

City of Grand Rapids

By _____
Date _____



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 9, 2023

AGENDA ITEM: Consider approving a contract with SEH for design services at the GPZ Airport for the North Taxilane Reconstruction.

PREPARED BY: Matt Wegwerth

BACKGROUND:

The Grand Rapids-Itasca County Airport is planning to complete a reconstruction project of the North Taxilane in 2023. Attached contract covers design services related to the project.

Total project cost estimated at \$450,000

Federal share -\$170,100

State share - \$182,700

Local share - \$97,200: This is shared 50/50 with the County, so City share of construction and engineering is \$48,600

Attached proposal is for \$40,100

REQUESTED COUNCIL ACTION:

Make a motion approving a contract with SEH for design services at the GPZ Airport for the North Taxilane Reconstruction in the amount of \$40,100.



December 8, 2022

RE: City of Grand Rapids
Grand Rapids-Itasca County Airport
2023 North Taxilanes Reconstruction

Matt Wegwerth, PE
City Engineer
City of Grand Rapids
420 N. Pokegama Avenue
Grand Rapids, MN

Dear Matt:

Thank you for choosing SEH for engineering and planning services at the Grand Rapids-Itasca County Airport. We are pleased to present a proposal for design engineering services for the 2023 North Taxilanes Reconstruction project.

Enclosed is a copy of our proposal. If acceptable, please sign where indicated. Please keep a copy for City records and then return an electronic copy to my attention at lreidt@sehinc.com. I will forward the contract electronically to MnDOT Office of Aeronautics as part of the **AIG** grant application process.

Please contact me at 763.370.4055 if you have any questions or comments. We look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink that reads "Lindsay R. Reidt".

Lindsay Reidt, PE (MN)
Professional Engineer, Airport Planning and Design

Enclosure: Contract Agreement, Scope of Services, Estimated Hours and Fees

ARCHITECT/ENGINEER AGREEMENT
Between

City of Grand Rapids, Minnesota

(OWNER)

and

Short Elliott Hendrickson Inc.

(CONSULTANT)

for

PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the City of Grand Rapids, Minnesota, hereinafter referred to as the OWNER, and Short Elliott Hendrickson Inc.® (SEH), with a regular place of business at 3535 Vadnais Center Drive, St. Paul, Minnesota 55110, hereinafter referred to as the CONSULTANT.

WITNESSETH:

That the OWNER and CONSULTANT, for the consideration hereinafter named, agree as follows:

ARTICLE 1. GENERAL DESCRIPTION OF WORK TO BE DONE

The OWNER agrees to and hereby does retain and employ CONSULTANT and CONSULTANT agrees to perform Architectural, Engineering and/or other Professional Services for the project at the Grand Rapids-Itasca County Airport, entitled:

2023 North Taxilanes Reconstruction

hereinafter referred to as the Project.

The Project and those services to be performed hereunder are more particularly described in ATTACHMENT A, a part hereof, and may be financed in part by grant-in-aid programs of the Minnesota Department of Transportation (Mn/DOT), Office of Aeronautics, and/or the Federal Aviation Administration (FAA) as described in Article 14.

ARTICLE 2. PERIOD OF SERVICE

Compensation for CONSULTANT'S services as provided elsewhere in this Agreement has been agreed to in anticipation of an orderly and continuous progress of CONSULTANT'S services through completion. In this regard, if the services covered by this Agreement have not been completed within 12 months of the date hereof, through no fault of CONSULTANT, any lump sum or maximum payment amounts shall be equitably adjusted.

ARTICLE 3. COMPENSATION TO CONSULTANT

A. Compensation to CONSULTANT for services described in this Agreement shall be on a Lump Sum basis, Cost Reimbursement Plus Fixed Fee basis and/or an Hourly Rate basis, as designated in the box below, and in ATTACHMENT B and as hereinafter described.

1. A Lump Sum method of payment for CONSULTANT'S services shall typically apply to all or parts of a work scope here CONSULTANT'S tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on an estimated percentage of completion of CONSULTANT'S services.

Reimbursement for Direct Expenses incurred in the performance of the work shall be included in the Lump Sum amount, unless otherwise set forth in ATTACHMENT B.

2. A Cost Reimbursement Plus Fixed Fee method of payment for CONSULTANT'S services shall typically apply to all or parts of work scope where CONSULTANT'S tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be established with any reasonable degree of accuracy. Under a Cost Reimbursement Plus Fixed Fee method of payment, the CONSULTANT shall be paid for the actual costs of providing required services plus a fixed fee payment as defined in FAA Advisory Circular 150/5100-14B, dated November 21, 1988, and as further defined as follows:

- a. Direct Salary Costs incurred by CONSULTANT for employee's time directly chargeable to the Project, and in accordance with the CONSULTANT'S SALARY SCHEDULE included in ATTACHMENT B. Periodic revisions to the schedule may be made and any such revisions shall be submitted by CONSULTANT to the OWNER for approval.
- b. Overhead Costs including overhead on direct labor including, but not limited to, employment taxes, fringe benefits, holidays, vacation, and sick leave and all allowable general and administrative overhead costs. Overhead Costs shall be calculated as a percentage of Direct Salary Costs, with such percentage based on CONSULTANT'S audited records. The Overhead Rate to be applied to this Agreement and any special provisions relating thereto shall be set forth in ATTACHMENT B.
- c. Direct Non-Salary Expenses incurred by CONSULTANT for costs directly chargeable to the project, including but not limited to:
 - 1) Travel and subsistence.
 - 2) Computer services.
 - 3) Outside professional and technical services.
 - 4) Identifiable reproduction and reprographic charges.
 - 5) Expendable field supplies and special field equipment rental.
 - 6) Other acceptable costs for such additional items and services as may be required by the OWNER to fulfill the terms of this Agreement.
- d. Fixed Fee. In addition to the above reimbursement of costs, CONSULTANT shall be paid a fixed fee in the amount set forth in Attachment B. It is agreed that the fixed fee will be subject to adjustment in case of a work scope change, abandonment of the work prior to completion, or deletion of specific tasks.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, including a proportionate amount of the fixed fee. Invoices shall be accompanied by supporting evidence as required.

3. If no Federal funds are involved in this Agreement, an Hourly Rate method of payment for CONSULTANT'S services may be utilized as an alternative to the Lump Sum or Cost Reimbursement Plus Fixed Fee methods. Under an Hourly Rate method of payment, CONSULTANT shall be paid for the actual hours worked on the Project by CONSULTANT'S technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general and administrative overhead and professional fee. A rate schedule shall be furnished by CONSULTANT to OWNER upon request.

In addition to the foregoing, CONSULTANT shall be reimbursed at cost for the following Direct Expenses when incurred in the performance of the work:

- a. Travel and subsistence.
- b. Computer services.
- c. Owner approved outside professional and technical services.
- d. Identifiable reproduction and reprographic charges.
- e. Expendable field supplies and special field equipment rental.
- f. Other acceptable costs for such additional items and services as may be required by the Owner to fulfill the terms of this Agreement.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by support evidence as required.

- B. The OWNER, The Mn/DOT, Office of Aeronautics, the FAA, or their authorized representatives shall have access to CONSULTANT'S records for the purpose of accounting and audit. The CONSULTANT shall maintain all records relative to this Agreement for a period of not less than three years, subsequent to the OWNER'S final payment to CONSULTANT and until the project is financially closed-out by the FAA.

ARTICLE 4. EXTRA WORK AND SERVICES NOT INCLUDED IN THIS CONTRACT

If CONSULTANT is of the opinion that any services it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall promptly notify the OWNER of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a Supplemental Agreement entered into by both parties and approved by Mn/DOT and FAA, prior to proceeding with any extra work or related expenditures.

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven calendar days' written notice. In addition, the OWNER may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the OWNER to CONSULTANT. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated, upon seven calendar days' written notice as provided above.

In the event of termination, all documents finished or unfinished, prepared by CONSULTANT under this Agreement shall be made available by CONSULTANT to the OWNER pursuant to Article 7, and there shall be no further obligation of the OWNER to CONSULTANT under this Agreement, except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, computed in accordance with Article 3.

In the event of a reduction in scope of the Project work, CONSULTANT shall be paid for the work performed and expenses incurred on the project work thus reduced and for any completed and abandoned work for which payment has not been made, computed in accordance with Article 3.

ARTICLE 6. DISPUTE RESOLUTION

In the event of an irreconcilable dispute under this Agreement, which is not resolvable through informal means, the parties may, upon written agreement, submit to the resolution process set out in this provision. Once the parties have agreed to the resolution process, each party shall have seven (7) calendar days to designate one representative, who shall have authority to act on this Agreement. If either party fails within that time to inform the other party in writing of its designation, the other party is free to pursue all other legal and equitable remedies. Within ten (10) calendar days of designation of the representative, the representatives shall meet and shall entertain such presentation of testimony and other evidence as the CONSULTANT and the OWNER may wish to present with respect to the dispute. Within seven (7) calendar days after the close of such presentation, the representative shall resolve the dispute or either party is free to pursue all other legal and equitable remedies. When the representatives resolve the dispute, their decision shall be final and conclusive. Should the representatives be unable to agree on a resolution of the dispute, then the parties are free to pursue all other legal and equitable remedies. Each party's costs for the dispute resolution shall be borne by the respective party.

If the parties do not agree in writing to the resolution process set out above, either party is entitled to pursue any other legal or equitable remedies available.

ARTICLE 7. DISPOSITION OF PLANS, REPORTS, AND OTHER DATA

At the time of completion or termination of the work, CONSULTANT shall make available to the OWNER, all maps, tracings, reports, resource materials and other documents pertaining to the work or to the Project. All such documents are not intended or represented to be suitable for reuse by the OWNER or others on extension of the Project or any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. In this regard, the OWNER will indemnify and hold harmless CONSULTANT from any and all suits or claims of third parties arising out of such reuse, which is not specifically verified, adapted or authorized by CONSULTANT.

ARTICLE 8. DOCUMENTS FORMING THE CONTRACT

The contract documents shall be deemed to include this Agreement with all accompanying attachments of part hereof.

ARTICLE 9. OWNER'S RESPONSIBILITY

- A. To permit CONSULTANT to perform the services required hereunder, the OWNER shall supply in proper time and sequence, the following at no expense to CONSULTANT.
 - 1. Provide all necessary information regarding its requirements as necessary for orderly progress of the work.

2. Designate in writing, a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret, and define OWNER'S policies with respect to CONSULTANT'S services.
3. Furnish, as required for performance of CONSULTANT'S services (except to the extent provided otherwise in ATTACHMENT A), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in ATTACHMENT A.
4. Provide access to, and make all provisions for CONSULTANT to enter upon publicly- and privately-owned property as required to perform the work.
5. Act as liaison with other agencies to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by CONSULTANT, obtain advice of an attorney, insurance counselor or others as OWNER deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
7. Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services or any defect in the work of Construction Contractor(s), Consultants or CONSULTANT.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollutant in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of these General Provisions, "pollution" shall mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste, pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.

If CONSULTANT encounters, or reasonably suspects that it has encountered, asbestos, or pollution, including soil contamination in the project area, CONSULTANT shall cease activity in said area and promptly notify the OWNER who shall proceed as set forth above. Unless otherwise specifically provided in ATTACHMENT A, the services to be provided by CONSULTANT do not include identification of asbestos or pollution, including soil contamination and CONSULTANT has no duty to identify or attempt to identify the same in the project area.
9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project and such auditing services as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction contract.

10. Provide such inspection services (except to the extent provided otherwise in ATTACHMENT A) as OWNER may require to ascertain that Contractor (s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
 11. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the Project.
 12. Provide written notice to CONSULTANT when the project has been financially closed-out by FAA.
 13. Provide other services, materials, or data as may be set forth in ATTACHMENT A.
- B. CONSULTANT shall be entitled to rely on the accuracy and completeness of information or services furnished by the OWNER. If CONSULTANT finds that any information or services furnished by the OWNER is in error or is inadequate for its purpose, CONSULTANT shall promptly notify the OWNER.

ARTICLE 10. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in ATTACHMENT A, a part hereof, are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgement as an experienced and qualified design professional. It is recognized, however, that CONSULTANT does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and that any evaluation of any facility to be constructed or reacquired, or work to be performed on the basis of CONSULTANT'S cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, CONSULTANT cannot and does not guarantee that proposals, bids, or actual costs will not substantially vary from opinions, evaluations or studies submitted by CONSULTANT to OWNER hereunder.

ARTICLE 11. CONSTRUCTION PHASE SERVICES

OWNER acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with approval of shop drawings and same submittals, and (4) as a result of and in response to CONSULTANT'S detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. OWNER agrees that if CONSULTANT is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, CONSULTANT will not be responsible for, and OWNER shall indemnify and hold CONSULTANT (and CONSULTANT'S professional associates and consultants) harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by OWNER or others. Nothing contained in this paragraph shall be construed to release CONSULTANT (or CONSULTANT'S professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which CONSULTANT has undertaken or assumed under this Agreement.

ARTICLE 12. INSURANCE

CONSULTANT shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims for damages against it because of injury to or destruction of property including loss of use resulting therefrom.

Also, CONSULTANT shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which CONSULTANT is legally liable. However, CONSULTANT hereby states and the OWNER acknowledges, that CONSULTANT has no professional liability (errors and omissions) or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, modification, removal or disposal of (1) pollutants or of (2) products, materials or processes containing asbestos. Pollutants herein under (1) above meaning any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Accordingly, the OWNER hereby agrees to bring no claim for non-negligent services, breach of contract, or other cause of action against CONSULTANT, its principals, employees, agents and consultants if such claim in any way arises out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants, or the investigation of or remedial work related to such pollutants or asbestos in the project. Certificates of insurance will be provided to the OWNER upon request.

ARTICLE 13. INDEPENDENT CONTRACTOR

The CONSULTANT in performance of work hereunder operates as an independent contractor and covenants and agrees that it will conduct itself consistent with such status, that is will neither hold itself out as nor claim to be an officer or employee of the OWNER by reason hereof, and that it will not by reason hereby, make any claim, demand or shall it apply for any right or privilege applicable to an officer or employee of the OWNER, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

ARTICLE 14. FEDERAL AND STATE PARTICIPATION

Work performed under this Agreement may be financed in part by State and Federal funds. However, payments to CONSULTANT will be made by the OWNER.

The State of Minnesota and the United States are not parties to this Contract and no reference herein to the Mn/DOT, Office of Aeronautics, and to the FAA or any representatives thereof makes the State of Minnesota or the United States a party to the Contract.

ARTICLE 15. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or legal entity has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability or in its discretion to deduct from payment to CONSULTANT the full amount of each commission, percentages, brokerage, or contingent fee.

ARTICLE 16. FEDERAL CONTRACT CLAUSES

If this Agreement is to be financed in part by Federal funds, certain federally-required, contract clauses must be incorporated. These federally-required, contract clauses, included as ATTACHMENT C, are hereby incorporated herein and made a part of this Agreement. The ATTACHMENT C incorporated is for Non-Construction Contract of (check as appropriate):

- \$10,000 or less
- \$10,001 to \$25,000
- \$25,001 to \$100,000 or
- \$100,001 and over

The term "contractor" as used in said ATTACHMENT is understood to mean CONSULTANT.

ARTICLE 17. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom CONSULTANT performs work hereunder, shall not be assigned, sublet or transferred without written consent of the OWNER.

ARTICLE 18. NOTICES

All notices required by law or by this Agreement to be given to the CONSULTANT must be written and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to CONSULTANT at such premises and at the following address:

Short Elliott Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, Minnesota 55110

All notices required or permitted to be given to the OWNER hereunder shall be given by United States mail, postage prepaid, and addressed to:

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

Notice shall be deemed given as of the date said notice is deposited in the mail or personally delivered.

The parties must notify each other promptly in the event of a change in name or address.

ARTICLE 19. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 20. SPECIAL CONDITIONS

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


City of Grand Rapids, MN

OWNER

Short Elliott Hendrickson Inc.

CONSULTANT

By _____

By  _____

Attest _____

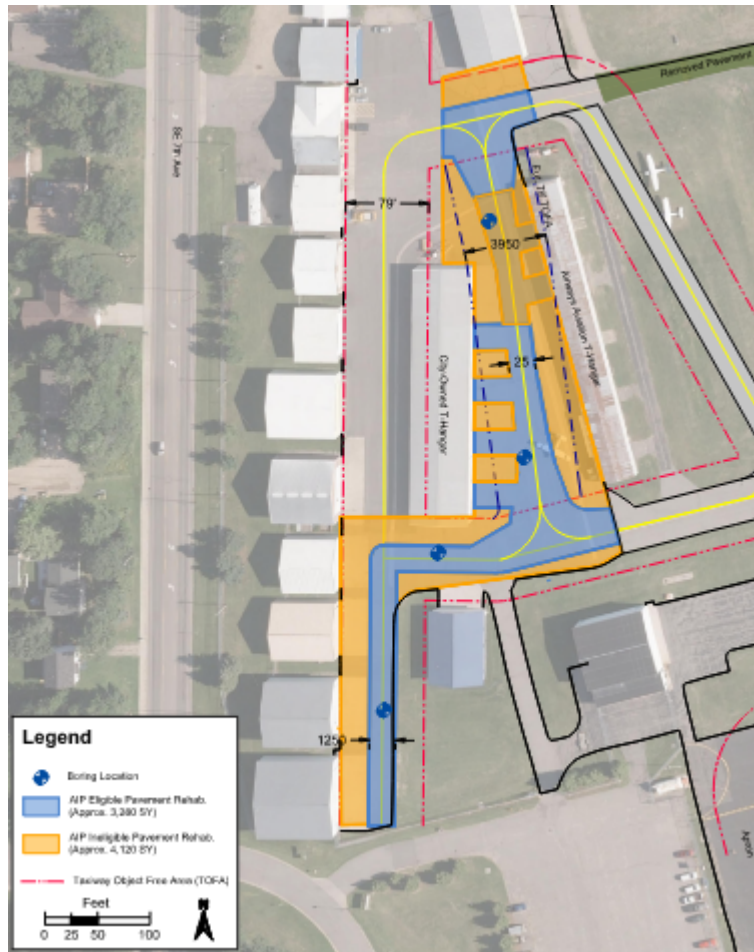
Attachments: A, B, C

ATTACHMENT A-1
Grand Rapids-Itasca County Airport (GPZ)
2023 North Taxilanes Reconstruction
Scope of Work
Schedule A (FAA Eligible Tasks)
(Final Design, Plans and Specifications, and
Bidding Documents)

PROJECT SCOPE:

This project consists of pavement reconstruction of the north taxilane pavement. The previous pavement maintenance project was completed in this area of the airport in 1990. The areas of reconstruction include approximately 3,600 square yards of FAA eligible pavement in the north building area. The work will include reconstruction of the existing pavement areas. There will be no new ground disturbance for this work.

The latest PCI was completed in 2019. A new pavement study was done in the summer of 2022. The results will be published on the MnDOT website in January 2023. The north building area taxilanes are in poor condition with a PCI rating of 20. The pavement needs reconstruction. The existing pavement and base materials will be removed and replaced with new materials meeting current design standards and specifications.



SCOPE OF SERVICES:

Services to be provided include program coordination, project formulation, engineer's design report, final design, bidding services, subcontractor coordination, and project management. Deliverables will include final plans and specifications for a 2023 construction project. (Construction observation, administration services, and closeout report are not included in this scope.)

Specific tasks to be performed by the Consultant are as follows:

1. Scoping, Review and Project Coordination: Detailed project scoping, including review and coordination with MnDOT, FAA, and other regulatory agencies. Update scope, as needed, based on input received.
2. Project Formulation: Completion of the project and grant pre-application, cost breakdowns and eligibility determinations. The required categorical exclusion (CATEX) checklist and letter will also be submitted to the FAA for approval.
3. Engineer's Design Report (EDR): An engineer's design report will be completed per FAA requirements. An initial draft version of the EDR will be completed and sent to the FAA for review and comments. Comments provided by the FAA will be addressed and resubmitted as the final design report.
4. Topographical Survey: A comprehensive field survey will be completed to obtain topographical information including existing equipment and relevant ground elevations.
5. Construction Safety Plan/Airspace Analysis: A construction safety and phasing plan will be prepared for the Project and submitted to the FAA. A safety plan and compliance document form and an airspace analysis during construction will be submitted with the safety plan.
6. Detailed Design: Detailed design includes the taxilanes design, drainage, pavement design, and typical sections.
7. Construction Plans: Prepare construction drawings consisting of approximately the following plan sheets:
 - Title sheet
 - Construction Safety Plan
 - Construction Phasing Plan
 - Statement of Estimated Quantities
 - Details and Construction Notes
 - Demolition Plan
 - Erosion Control Plan and Details
 - Typical Section(s)
 - SWPPP
 - Site Plan Drawings
 - Plan and Profile Drawings
 - Details, Standard Plates, Construction Notes
8. Quantity Calculations and Cost Estimates: Quantities will be calculated for use on the bid form and for updating the construction cost estimates.
9. Construction Bidding Documents: Prepare a bid proposal project manual consisting of advertisement for bids, table of contents, MnDOT / FAA requirements, proposal documents, specifications, special provisions, wage rates and schedule of prices.
10. Quality Control Review: Provide quality control review and final review of the plans and specifications. QA/QC includes the time required by the Consultant for the overall administration of the project, including internal meetings; quality control and assurance; reviews; and coordination with the Owner, FAA, MnDOT, and other regulatory agencies and utilities.

- 11. Bidding and Award: Respond to questions from prospective bidders and issue addenda as needed. Assist the sponsor with obtaining construction bids for project, including arranging for bid advertisement, attending bid opening and tabulating bid results. Provide a recommendation of award of contractor to the Sponsor and assist with requesting an FAA and State grant for the project.
- 12. Subcontractor Coordination: Scheduling, coordination, project site escorting, and review of subcontractor deliverables, including subcontracts, reports and design data.
- 13. Project Management: Overall administration of the project, including internal and external meetings, coordination of plan and specification review with the Owner, MnDOT Office of Aeronautics, FAA, and other regulatory agencies as required.

Sub-consultants performing work under this proposal include the following:

- 1. Braun Intertec. Standard penetration soil borings, and a geotechnical analysis will be performed by Braun Intertec, of St. Cloud, Minnesota.

PROJECTED SUBMITTAL DATES:

The anticipated submittal dates are:

December 2022	Consideration of Design Proposal
January 26, 2023	90% FAA Submittal
February 9, 2023	Advertisement for Bids
March 9, 2023	Bid Opening
March 20, 2023	Contract Award Recommendation at City Council
March 24, 2023	Final Grant Request Application Submittal to FAA
April 2023	Design Work Completed

ATTACHMENT A-2
Grand Rapids-Itasca County Airport (GPZ)
2023 North Taxilanes Reconstruction
Scope of Work
Schedule B (FAA Ineligible Tasks)
(Final Design, Plans and Specifications, and
Bidding Documents)

General – Schedule B reflects the same overall project description as Schedule A, but specifically focuses on the portion of the tasks that are not federally eligible and required to complete the federally ineligible portions of work. These tasks include the design effort required to construct the taxilanes outside the federally eligible areas.

(The Construction Administration scope items will be included in a subsequent work order.)

Specific tasks to be performed by the Consultant are as follows:

1. Scoping, Review, and Project Coordination: Detailed project scoping, including review and coordination with MnDOT, FAA, and other regulatory agencies. Update scope, as needed, based on input received.
2. Project Formulation: Completion of the project and grant pre-application, cost breakdowns and eligibility determinations. The required categorical exclusion (CATEX) checklist and letter will also be submitted to the FAA for approval.
3. Engineer's Design Report (EDR): An engineer's design report will be completed per FAA requirements. An initial draft version of the EDR will be completed and sent to the FAA for review and comments. Comments provided by the FAA will be addressed and resubmitted as the final design report.
4. Detailed Design/Construction Plans: Detailed design includes the taxilane design and associated construction plans. A few of the plan sheets will require additional effort to create for the additional ineligible pavement areas.
5. Project Management: Overall administration of the project, including internal and external meetings, coordination of plan and specification review with the Owner, MnDOT Office of Aeronautics, FAA, and other regulatory agencies as required.

**ESTIMATED FEES AND EXPENSES - FAA ELIGIBLE
ATTACHMENT B-1**

Item 12.

**2023 NORTH TAXILANES RECONSTRUCTION
FINAL DESIGN, PLANS, AND SPECIFICATIONS
GRAND RAPIDS - ITASCA COUNTY AIRPORT**

Task No.	Task Description	Project Manager	Project Engineer	Senior Technician	Survey Crew Chief	Administrative Assistant
1.	Scoping, Review, and Project Coordination	1	1			1
2.	Project Formulation	1	2			1
3.	Engineer's Design Report (EDR)	1	4			
4.	Topographical Survey		4		8	
5.	Construction Safety Plan/Airspace Analysis	1	4	4		
6.	Detailed Design	1	15	4		
7.	Construction Plans	1	30	20		
8.	Quantity Calculations and Cost Estimates	2	4	1		
9.	Construction Bidding Documents	2	8	1		4
10.	Quality Control Review	2				2
11.	Bidding and Award	2	4			
12.	Subcontractor Coordination	2	4			2
13.	Project Management	4				2
	Total Hours per Labor Category	20	80	30	8	12

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Project Manager	20	\$73.47	\$1,469.40
Project Engineer	80	\$46.62	\$3,729.60
Senior Technician	30	\$44.35	\$1,330.50
Survey Crew Chief	8	\$40.24	\$321.92
Administrative Assistant	12	\$32.45	\$389.40
Total Direct Labor Costs:	150		\$7,240.82
Direct Salary Costs plus Overhead (72%)			\$12,454.21
Total Labor Costs			\$19,695.03
Fee (15%)			\$2,954.25

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Survey Equipment (GPS)	8	\$35.00	\$280.00
Survey Van	8	\$5.00	\$40.00
Employee Mileage	800	\$0.62	\$496.00
Equipment Usage	150	\$5.80	\$870.00
Geotechnical Investigation (Braun Intertec)	1	\$5,900.00	\$5,900.00
Reproductions / Miscellaneous	1	\$100.00	\$100.00
Total Expenses			\$7,686.00

SUMMARY:

Total Labor Costs + Expenses	\$30,335.28
Estimated Total	\$30,300.00

**ESTIMATED FEES AND EXPENSES - FAA INELIGIBLE
ATTACHMENT B-2
2023 NORTH TAXILANES RECONSTRUCTION
FINAL DESIGN, PLANS, AND SPECIFICATIONS
GRAND RAPIDS - ITASCA COUNTY AIRPORT**

Task No.	Task Description	Project Manager	Project Engineer	Senior Technician	Admin Technician
1.0	Scoping, Review, and Project Coordination	2	1		1
2.0	Project Formulation	1	1		
3.0	Engineer's Design Report (EDR)	2	1		
4.0	Detailed Design/Construction Plans	2	20	20	
5.0	Project Management	5	1		1
Total hours per labor category		12	24	20	2

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Project Manager	12	\$73.47	\$881.64
Project Engineer	24	\$46.62	\$1,118.88
Senior Technician	20	\$44.35	\$887.00
Admin Technician	2	\$32.45	\$64.90
Total Direct Labor Costs:	58		\$2,952.42
Direct Salary Costs plus Overhead (72%)			\$5,078.16
Total Labor Costs			\$8,030.58
Fixed Fee on Labor Costs (15%)			\$1,204.59

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Employee Mileage	200	\$0.62	\$124.00
Equipment Usage	58	\$5.80	\$336.40
Reproductions / Miscellaneous	1	\$100.00	\$100.00
Total Expenses			\$560.40

SUMMARY:

Total Labor Costs + Expenses + Fixed Fee	\$9,795.57
Estimated Total	\$9,800.00

November 16, 2022

Proposal QTB168710

Lindsay Reidt, PE
SEH, Inc.
3535 Vadnais Center Drive
Saint Paul, MN 55110

Re: Proposal for a Geotechnical Evaluation
Proposed Taxilane Rehabilitation
Grand Rapids/Itasca County Airport
1500 7th Avenue Southeast
Grand Rapids, Minnesota

Dear Lindsay:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the proposed rehabilitation of the taxilanes at the referenced site.

Project Information

Per our correspondence with you and the provided preliminary design plan, the project will include the rehabilitation of the bituminous taxilanes north of the GA Apron and east of 7th Avenue Southeast. The project is approximately 7,400 square yards (SY) of pavement and is separated by AIP Eligible and ineligible funding areas (3,280 SY eligible / 4,120 SY ineligible). We understand all soil borings will be performed in the eligible funding areas. The locations of the soil borings have been selected by and will be surveyed by SEH.

Purpose

The purpose of our geotechnical evaluation will be to characterize existing pavement and subsurface geologic conditions at selected exploration locations and evaluate their impact on the design and rehabilitation of the taxilanes.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

Based on aerial photographs and previous site visits, it appears that the site is accessible to a truck drill rig. We understand our field work will be completed during daylight hours. We assume there will be no cause for delays in accessing the exploration locations.

AA/EOE

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. A Braun Intertec representative will arrange an on-site utility meet with the notified locators at the project site. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test Borings

As requested, we will drill 4 standard penetration test (SPT) borings for the project, extending them to 10 feet. Standard penetration tests will be performed continuously in the upper 5 feet and at 2 1/2-foot vertical intervals at greater depths. We will collect bag samples from the auger cuttings of the subgrade for laboratory testing.

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

MDH Notification and Sealing Record

Since our planned exploration will be less than 15 feet in depth, the Minnesota Statutes will not require that we complete any notifications or sealing records. If we extend any of the borings to a depth of 15 feet or greater, the Statutes requires that we seal the boreholes and complete a Sealing Record. If 25 feet or greater, the Statutes also require us to complete a Sealing Notification Form. If the Record or Form are required, we will contact you to discuss the additional fees and sealing requirements.

Borehole Abandonment

After completing the soil borings, the borings will be backfilled with cuttings and patched. Over time, subsidence of borehole backfill may occur, requiring surface grades to be re-leveled or patches to be replaced. Braun Intertec is not assuming responsibility for re-leveling or re-patching subsequent to initial backfilling and patching long term.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing moisture content tests, an Atterberg limits test, a

sieve hydrometer analysis, a standard Proctor test, and a California Bearing Ratio test. We will adjust the actual number and type of tests based on the results of our borings.

Report

We will prepare a report including:

- A sketch showing the boring locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact pavement design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing pavement subgrades, and the selection, placement and compaction of fill.
- Recommended CBR value to aid in pavement design.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 4 weeks following receipt of written authorization
- Field exploration – 1 day on site to complete the work
- Classification and laboratory testing – within 2 weeks after completion of field exploration
- Preliminary results – within 2 weeks after completion of field exploration
- Final report submittal – within 4 weeks after completion of field exploration

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for a lump sum fee of \$5,900, Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. We have budgeted for nighttime work for a portion of the field work. If conditions occur that require us to work outside of these hours discussed, we will request additional fees to cover our additional costs. Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

SEH, Inc.
Proposal QTB168710
November 16, 2022
Page 5

We will provide our services under the terms of the Agreement for Professional Services dated July 2, 2008.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Aaron Tast at 320.980.3504 (atast@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Colin L. Anderson, PE
Project Engineer



Joseph C. Butler, PE
Business Unit Leader, Senior Engineer

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

ATTACHMENT C

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Title VI Solicitation Notice:

The **Sponsor**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be

notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

A1.1.1 RACE/GENDER NEUTRAL LANGUAGE

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq*).

FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT

Item 12.

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- a) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) The applicant represents that it is () is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause in default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold

Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination act under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 9, 2023

AGENDA ITEM: Consider approving a contract with SEH for design and construction services at the GPZ Airport for the South Taxilane Crack Seal Project

PREPARED BY: Matt Wegwerth

BACKGROUND:

The Grand Rapids-Itasca County Airport is planning to complete a crack seal project on the South Taxilane in 2023. Attached contract covers design and construction services related to the project.

Total project cost estimated at \$75,000

Federal share -\$67,500

State share - \$3,750

Local share - \$3,750: This is shared 50/50 with the County, so City share of construction and engineering is \$1,875

Attached proposal is for \$18,700

REQUESTED COUNCIL ACTION:

Make a motion approving a contract with SEH for design and construction services at the GPZ Airport for the South Taxilane Crack Seal Project in the amount of \$18,700.



December 8, 2022

RE: City of Grand Rapids
Grand Rapids-Itasca County Airport
2023 South Taxilanes Crack Seal

Matt Wegwerth, PE
City Engineer
City of Grand Rapids
420 N. Pokegama Avenue
Grand Rapids, MN

Dear Matt:

Thank you for choosing SEH for engineering and planning services at the Grand Rapids-Itasca County Airport. We are pleased to present a proposal for design engineering services and construction administration for the 2023 South Taxilanes Crack Seal project.

Enclosed is a copy of our proposal. If acceptable, please sign where indicated. Please keep a copy for City records and then return an electronic copy to my attention at lreidt@sehinc.com. I will forward the contract electronically to MnDOT Office of Aeronautics as part of the **AIP** grant application process.

Please contact me at 763.370.4055 if you have any questions or comments. We look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink that reads "Lindsay R. Reidt".

Lindsay Reidt, PE (MN)
Professional Engineer, Airport Planning and Design

Enclosure: Contract Agreement, Scope of Services, Estimated Hours and Fees

ARCHITECT/ENGINEER AGREEMENT
Between

City of Grand Rapids, Minnesota

(OWNER)

and

Short Elliott Hendrickson Inc.

(CONSULTANT)

for

PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the City of Grand Rapids, hereinafter referred to as the OWNER, and Short Elliott Hendrickson Inc.® (SEH), with a regular place of business at 3535 Vadnais Center Drive, St. Paul, Minnesota 55110, hereinafter referred to as the CONSULTANT.

WITNESSETH:

That the OWNER and CONSULTANT, for the consideration hereinafter named, agree as follows:

ARTICLE 1. GENERAL DESCRIPTION OF WORK TO BE DONE

The OWNER agrees to and hereby does retain and employ CONSULTANT and CONSULTANT agrees to perform Architectural, Engineering and/or other Professional Services for the project at the Grand Rapids-Itasca County Airport, entitled:

2023 South Taxilanes - Crack Seal

hereinafter referred to as the Project.

The Project and those services to be performed hereunder are more particularly described in ATTACHMENT A, a part hereof, and may be financed in part by grant-in-aid programs of the Minnesota Department of Transportation (Mn/DOT), Office of Aeronautics, and/or the Federal Aviation Administration (FAA) as described in Article 14.

ARTICLE 2. PERIOD OF SERVICE

Compensation for CONSULTANT'S services as provided elsewhere in this Agreement has been agreed to in anticipation of an orderly and continuous progress of CONSULTANT'S services through completion. In this regard, if the services covered by this Agreement have not been completed within 24 months of the date hereof, through no fault of CONSULTANT, any lump sum or maximum payment amounts shall be equitably adjusted.

ARTICLE 3. COMPENSATION TO CONSULTANT

A. Compensation to CONSULTANT for services described in this Agreement shall be on a Lump Sum basis, Cost Reimbursement Plus Fixed Fee basis and/or an Hourly Rate basis, as designated in the box below, and in ATTACHMENT B and as hereinafter described.

1. A Lump Sum method of payment for CONSULTANT'S services shall typically apply to all or parts of a work scope here CONSULTANT'S tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on an estimated percentage of completion of CONSULTANT'S services.

Reimbursement for Direct Expenses incurred in the performance of the work shall be included in the Lump Sum amount, unless otherwise set forth in ATTACHMENT B.

2. A Cost Reimbursement Plus Fixed Fee method of payment for CONSULTANT'S services shall typically apply to all or parts of work scope where CONSULTANT'S tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be established with any reasonable degree of accuracy. Under a Cost Reimbursement Plus Fixed Fee method of payment, the CONSULTANT shall be paid for the actual costs of providing required services plus a fixed fee payment as defined in FAA Advisory Circular 150/5100-14B, dated November 21, 1988, and as further defined as follows:
- a. Direct Salary Costs incurred by CONSULTANT for employee's time directly chargeable to the Project, and in accordance with the CONSULTANT'S SALARY SCHEDULE included in ATTACHMENT B. Periodic revisions to the schedule may be made and any such revisions shall be submitted by CONSULTANT to the OWNER for approval.
 - b. Overhead Costs including overhead on direct labor including, but not limited to, employment taxes, fringe benefits, holidays, vacation, and sick leave and all allowable general and administrative overhead costs. Overhead Costs shall be calculated as a percentage of Direct Salary Costs, with such percentage based on CONSULTANT'S audited records. The Overhead Rate to be applied to this Agreement and any special provisions relating thereto shall be set forth in ATTACHMENT B.

- c. Direct Non-Salary Expenses incurred by CONSULTANT for costs directly chargeable to the project, including but not limited to:
- 1) Travel and subsistence.
 - 2) Computer services.
 - 3) Outside professional and technical services.
 - 4) Identifiable reproduction and reprographic charges.
 - 5) Expendable field supplies and special field equipment rental.
 - 6) Other acceptable costs for such additional items and services as may be required by the OWNER to fulfill the terms of this Agreement.
- d. Fixed Fee. In addition to the above reimbursement of costs, CONSULTANT shall be paid a fixed fee in the amount set forth in Attachment B. It is agreed that the fixed fee will be subject to adjustment in case of a work scope change, abandonment of the work prior to completion, or deletion of specific tasks.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, including a proportionate amount of the fixed fee. Invoices shall be accompanied by supporting evidence as required.

3. If no Federal funds are involved in this Agreement, an Hourly Rate method of payment for CONSULTANT'S services may be utilized as an alternative to the Lump Sum or Cost Reimbursement Plus Fixed Fee methods. Under an Hourly Rate method of payment, CONSULTANT shall be paid for the actual hours worked on the Project by CONSULTANT'S technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general and administrative overhead and professional fee. A rate schedule shall be furnished by CONSULTANT to OWNER upon request.

In addition to the foregoing, CONSULTANT shall be reimbursed at cost for the following Direct Expenses when incurred in the performance of the work:

- a. Travel and subsistence.
- b. Computer services.
- c. Owner approved outside professional and technical services.
- d. Identifiable reproduction and reprographic charges.
- e. Expendable field supplies and special field equipment rental.
- f. Other acceptable costs for such additional items and services as may be required by the Owner to fulfill the terms of this Agreement.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days

of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by support evidence as required.

- B. The OWNER, The Mn/DOT, Office of Aeronautics, the FAA, or their authorized representatives shall have access to CONSULTANT'S records for the purpose of accounting and audit. The CONSULTANT shall maintain all records relative to this Agreement for a period of not less than three years, subsequent to the OWNER'S final payment to CONSULTANT and until the project is financially closed-out by the FAA.

ARTICLE 4. EXTRA WORK AND SERVICES NOT INCLUDED IN THIS CONTRACT

If CONSULTANT is of the opinion that any services it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall promptly notify the OWNER of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a Supplemental Agreement entered into by both parties and approved by Mn/DOT and FAA, prior to proceeding with any extra work or related expenditures.

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven calendar days' written notice. In addition, the OWNER may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the OWNER to CONSULTANT. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated, upon seven calendar days' written notice as provided above.

In the event of termination, all documents finished or unfinished, prepared by CONSULTANT under this Agreement shall be made available by CONSULTANT to the OWNER pursuant to Article 7, and there shall be no further obligation of the OWNER to CONSULTANT under this Agreement, except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, computed in accordance with Article 3.

In the event of a reduction in scope of the Project work, CONSULTANT shall be paid for the work performed and expenses incurred on the project work thus reduced and for any completed and abandoned work for which payment has not been made, computed in accordance with Article 3.

ARTICLE 6. DISPUTE RESOLUTION

In the event of an irreconcilable dispute under this Agreement, which is not resolvable through informal means, the parties may, upon written agreement, submit to the resolution process set out in this provision. Once the parties have agreed to the resolution process, each party shall have seven (7) calendar days to designate one representative, who shall have authority to act on this Agreement. If either party fails within that time to inform the other party in writing of its designation, the other party is free to pursue all other legal and equitable remedies. Within ten (10) calendar days of designation of the representative, the representatives shall meet and shall entertain such presentation of testimony and other evidence as the CONSULTANT and the OWNER may wish to present with respect to the dispute. Within seven (7) calendar days after the close of such presentation, the representative shall resolve the dispute or either party is free to pursue all other legal and equitable remedies. When the representatives resolve the dispute, their decision shall be final and conclusive. Should the representatives be unable to agree on a resolution of the dispute,

then the parties are free to pursue all other legal and equitable remedies. Each party's costs for the dispute resolution shall be borne by the respective party.

If the parties do not agree in writing to the resolution process set out above, either party is entitled to pursue any other legal or equitable remedies available.

ARTICLE 7. DISPOSITION OF PLANS, REPORTS, AND OTHER DATA

At the time of completion or termination of the work, CONSULTANT shall make available to the OWNER, all maps, tracings, reports, resource materials and other documents pertaining to the work or to the Project. All such documents are not intended or represented to be suitable for reuse by the OWNER or others on extension of the Project or any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. In this regard, the OWNER will indemnify and hold harmless CONSULTANT from any and all suits or claims of third parties arising out of such reuse, which is not specifically verified, adapted or authorized by CONSULTANT.

ARTICLE 8. DOCUMENTS FORMING THE CONTRACT

The contract documents shall be deemed to include this Agreement with all accompanying attachments of part hereof.

ARTICLE 9. OWNER'S RESPONSIBILITY

- A. To permit CONSULTANT to perform the services required hereunder, the OWNER shall supply in proper time and sequence, the following at no expense to CONSULTANT.
1. Provide all necessary information regarding its requirements as necessary for orderly progress of the work.
 2. Designate in writing, a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret, and define OWNER'S policies with respect to CONSULTANT'S services.
 3. Furnish, as required for performance of CONSULTANT'S services (except to the extent provided otherwise in ATTACHMENT A), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in ATTACHMENT A.
 4. Provide access to, and make all provisions for CONSULTANT to enter upon publicly- and privately-owned property as required to perform the work.
 5. Act as liaison with other agencies to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by CONSULTANT, obtain advice of an attorney, insurance counselor or others as OWNER deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
7. Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services or any defect in the work of Construction Contractor(s), Consultants or CONSULTANT.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollutant in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of these General Provisions, "pollution" shall mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste, pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.

If CONSULTANT encounters, or reasonably suspects that it has encountered, asbestos, or pollution, including soil contamination in the project area, CONSULTANT shall cease activity in said area and promptly notify the OWNER who shall proceed as set forth above. Unless otherwise specifically provided in ATTACHMENT A, the services to be provided by CONSULTANT do not include identification of asbestos or pollution, including soil contamination and CONSULTANT has no duty to identify or attempt to identify the same in the project area.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project and such auditing services as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction contract.
 10. Provide such inspection services (except to the extent provided otherwise in ATTACHMENT A) as OWNER may require to ascertain that Contractor (s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
 11. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the Project.
 12. Provide written notice to CONSULTANT when the project has been financially closed-out by FAA.
 13. Provide other services, materials, or data as may be set forth in ATTACHMENT A.
- B. CONSULTANT shall be entitled to rely on the accuracy and completeness of information or services furnished by the OWNER. If CONSULTANT finds that any information or services

furnished by the OWNER is in error or is inadequate for its purpose, CONSULTANT shall promptly notify the OWNER.

ARTICLE 10. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in ATTACHMENT A, a part hereof, are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgement as an experienced and qualified design professional. It is recognized, however, that CONSULTANT does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and that any evaluation of any facility to be constructed or reacquired, or work to be performed on the basis of CONSULTANT'S cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, CONSULTANT cannot and does not guarantee that proposals, bids, or actual costs will not substantially vary from opinions, evaluations or studies submitted by CONSULTANT to OWNER hereunder.

ARTICLE 11. CONSTRUCTION PHASE SERVICES

OWNER acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with approval of shop drawings and same submittals, and (4) as a result of and in response to CONSULTANT'S detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. OWNER agrees that if CONSULTANT is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, CONSULTANT will not be responsible for, and OWNER shall indemnify and hold CONSULTANT (and CONSULTANT'S professional associates and consultants) harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by OWNER or others. Nothing contained in this paragraph shall be construed to release CONSULTANT (or CONSULTANT'S professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which CONSULTANT has undertaken or assumed under this Agreement.

ARTICLE 12. INSURANCE

CONSULTANT shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims for damages against it because of injury to or destruction of property including loss of use resulting therefrom.

Also, CONSULTANT shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which CONSULTANT is legally liable. However, CONSULTANT hereby states and the OWNER acknowledges, that CONSULTANT has no professional liability (errors and omissions) or

other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, modification, removal or disposal of (1) pollutants or of (2) products, materials or processes containing asbestos. Pollutants herein under (1) above meaning any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Accordingly, the OWNER hereby agrees to bring no claim for non-negligent services, breach of contract, or other cause of action against CONSULTANT, its principals, employees, agents and consultants if such claim in any way arises out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants, or the investigation of or remedial work related to such pollutants or asbestos in the project. Certificates of insurance will be provided to the OWNER upon request.

ARTICLE 13. INDEPENDENT CONTRACTOR

The CONSULTANT in performance of work hereunder operates as an independent contractor and covenants and agrees that it will conduct itself consistent with such status, that is will neither hold itself out as nor claim to be an officer or employee of the OWNER by reason hereof, and that it will not by reason hereby, make any claim, demand or shall it apply for any right or privilege applicable to an officer or employee of the OWNER, including, but not limited to, worker’s compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

ARTICLE 14. FEDERAL AND STATE PARTICIPATION

Work performed under this Agreement may be financed in part by State and Federal funds. However, payments to CONSULTANT will be made by the OWNER.

The State of Minnesota and the United States are not parties to this Contract and no reference herein to the Mn/DOT, Office of Aeronautics, and to the FAA or any representatives thereof makes the State of Minnesota or the United States a party to the Contract.

ARTICLE 15. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or legal entity has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability or in its discretion to deduct from payment to CONSULTANT the full amount of each commission, percentages, brokerage, or contingent fee.

ARTICLE 16. FEDERAL CONTRACT CLAUSES

If this Agreement is to be financed in part by Federal funds, certain federally-required, contract clauses must be incorporated. These federally-required, contract clauses, included as ATTACHMENT C, are hereby incorporated herein and made a part of this Agreement. The ATTACHMENT C incorporated is for Non-Construction Contract of (check as appropriate):

- \$10,000 or less
- \$10,001 to \$25,000
- \$25,001 to \$100,000 or
- \$100,001 and over

The term "contractor" as used in said ATTACHMENT is understood to mean CONSULTANT.

ARTICLE 17. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom CONSULTANT performs work hereunder, shall not be assigned, sublet or transferred without written consent of the OWNER.

ARTICLE 18. NOTICES

All notices required by law or by this Agreement to be given to the CONSULTANT must be written and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to CONSULTANT at such premises and at the following address:

Short Elliott Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, Minnesota 55110

All notices required or permitted to be given to the OWNER hereunder shall be given by United States mail, postage prepaid, and addressed to:

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

Notice shall be deemed given as of the date said notice is deposited in the mail or personally delivered.

The parties must notify each other promptly in the event of a change in name or address.

ARTICLE 19. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 20. SPECIAL CONDITIONS

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

City of Grand Rapids

OWNER

Short Elliott Hendrickson Inc.

CONSULTANT

By _____

By  _____

Attest _____

By _____

Attachments: A, B, C

Attachment A
Project Scope and Scope of Engineering Services
2023 South Taxilanes – Crack Seal
Grand Rapids-Itasca County Airport
Grand Rapids, Minnesota

Project Description and Scope

The project consists of sealing and repairing existing cracks and joints on the taxilanes in the South Hangar Area at the Grand Rapids-Itasca County Airport.

Scope of Engineering Services

The Scope of Engineering Services is itemized below. The plans will meet all requirements of the Minnesota Department of Transportation (Office of Aeronautics) and the Federal Aviation Administration (FAA).

The Consultant will provide the following specific services:

Preliminary and Final Design:

1. Project Formulation: Completion of the project and grant pre-application, cost breakdowns and eligibility determinations. The required environmental categorical exclusion (CATEX) checklist and letter will also be submitted to the FAA for approval.
2. Crack Repair – Quotation Package: Development of a quotation package that will include general conditions, quote form, contract, wage rate requirements, technical specifications, and drawings showing the scope of work and necessary details. The quotation package will be direct mailed to a minimum of three (3) qualified contractors.
3. Construction Safety Plan: A construction safety and phasing plan will be prepared for the Project and submitted to the FAA. A safety checklist form and an airspace analysis during construction are required to be submitted with the safety plan.
4. Quality Control Reviews: Provide quality control reviews and final review of plans and specifications.
5. Quoting and Award: Provide support to the City during the quoting and award process. Specific services include distribution of the quotation package to prospective bidders, provide clarifications to bidders, issuing addenda, recommending award, and assisting with contract development between the City and the successful bidder.
6. Project Management: Overall administration of the project, including internal and external meetings, coordination of plan and specification review with the Owner, MnDOT Office of Aeronautics, FAA, and other regulatory agencies as required.

Construction Observation, Administration, and Project Closeout:

1. Construction Observation / Final Inspection: SEH will provide daily construction observation for the project. A Resident Project Representative (RPR) will be on-site to assist in ensuring that construction is performed in accordance with contract documents. The RPR will document and record construction progress through a daily journal and progress reports. A final inspection will be conducted by the RPR with the contractor prior to project acceptance.
2. Pay Estimates: SEH will prepare one pay estimate upon completion of construction. Actual completed quantities will be tabulated for use in preparing pay estimates.
3. FAA Closeout Report: The Consultant will prepare a "Project Closeout Report" as required by the FAA by using the "Sponsors Guide to Quality Project Closeout Report Requirements" (FAA Publication).
4. Project Management: Overall administration of the construction phase of the project, including internal and external meetings, project oversight, and coordination and communication with the Sponsor, MnDOT, and the FAA.

ESTIMATED FEES AND EXPENSES

ATTACHMENT B

**2023 South Taxilanes - Crack Seal
Grand Rapids-Itasca County Airport
Grand Rapids, Minnesota**

Task No.	Task Description	Project Manager	Project Engineer	Senior Technician	Admin Technician
<i>Preliminary and Final Design</i>					
1.	Project Formulation	1	4	2	
2.	Crack Repair - Quotation Package	2	10	4	1
3.	Construction Safety Plan/Airspace Analysis		2	6	
4.	Quality Control Reviews	2	2	2	1
5.	Quoting and Award	2	2		
6.	Project Management	2	2		
<i>Construction Observation, Administration, and Project Closeout</i>					
1.	Construction Observation/Final Inspection	2	40	2	
2.	Pay Estimates	2	4		
3.	FAA Closeout Report	1	2		4
4.	Project Management	2	2		2
	Total hours per labor category	16	70	16	8

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Project Manager	16	\$73.47	\$1,175.52
Project Engineer	70	\$46.62	\$3,263.40
Senior Technician	16	\$44.35	\$709.60
Admin Technician	8	\$32.45	\$259.60
Total Direct Labor Costs:	110		\$5,408.12
Direct Salary Costs plus Overhead (72%)			\$9,301.97
Total Labor Costs			\$14,710.09
Fee (15%)			\$ 2,206.51

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Employee Mileage	1000	\$0.62	\$620.00
Employee Per Diem	4	\$100.00	\$400.00
Employee Auto Allowance	4	\$16.00	\$64.00
Equipment Usage	110	\$5.80	\$638.00
Reproductions / Miscellaneous	1	\$100.00	\$100.00
Total Expenses			\$1,822.00

SUMMARY:

Total Labor Costs +Fees + Expenses	\$18,738.60
Total	\$18,738.60
Estimated Total	\$18,700.00



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 9, 2023

AGENDA ITEM: Consider approving a contract with SEH for design and construction services at the GPZ Airport for the Hangar Development Utility Extension project

PREPARED BY: Matt Wegwerth

BACKGROUND:

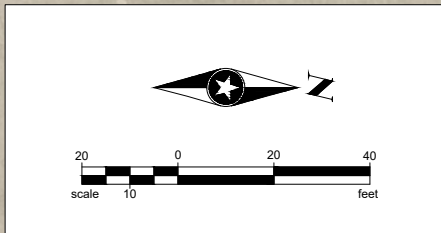
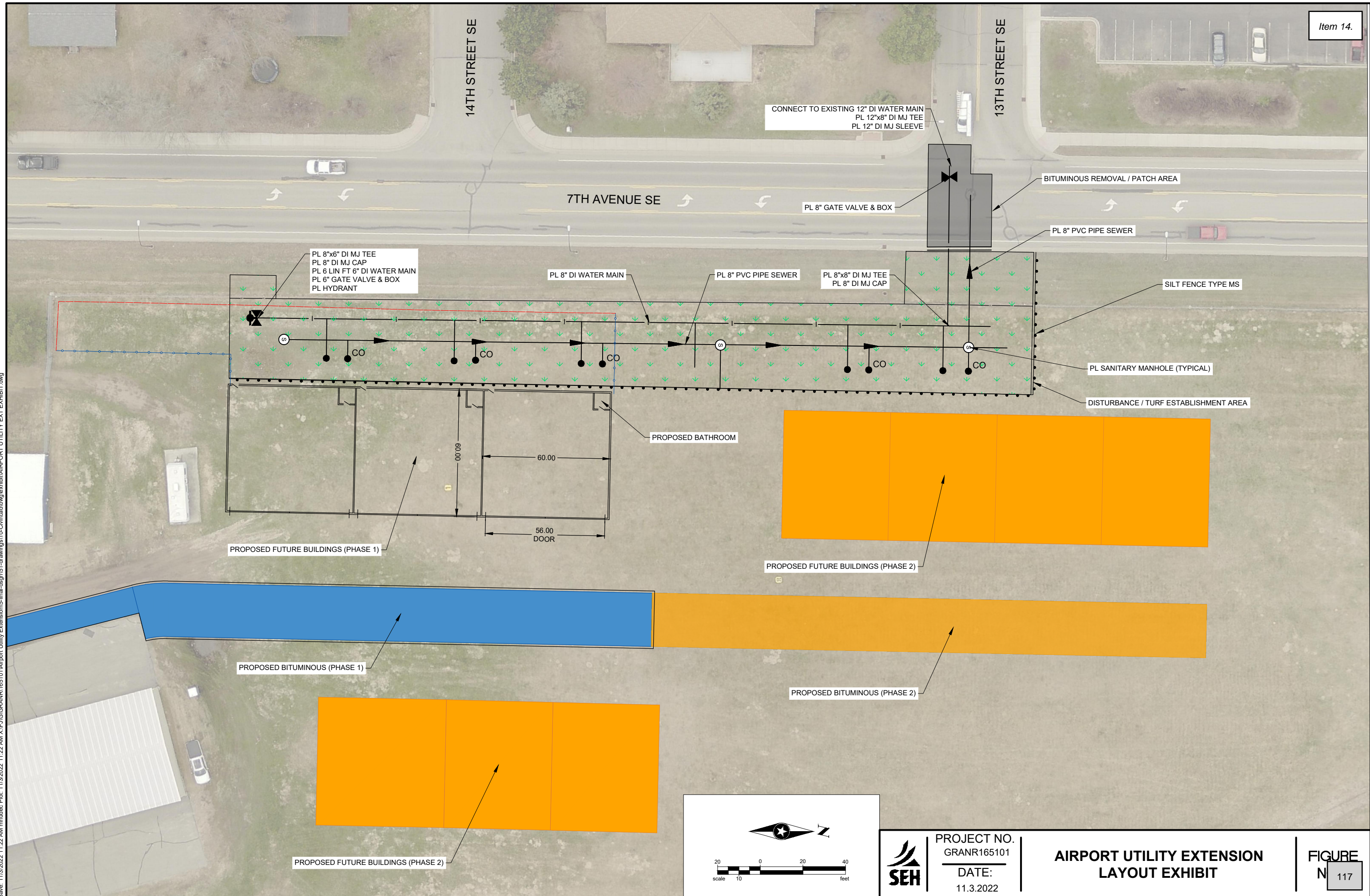
The Grand Rapids-Itasca County Airport is planning extend utilities (water and sanitary sewer) to the proposed hangar development area on the north side of the airport. The City recently submitted a grant application to the IRRRB for this project, and were awarded \$264,000. The attached proposal includes design and construction services related to this project.

Attached proposal is for \$43,425

REQUESTED COUNCIL ACTION:

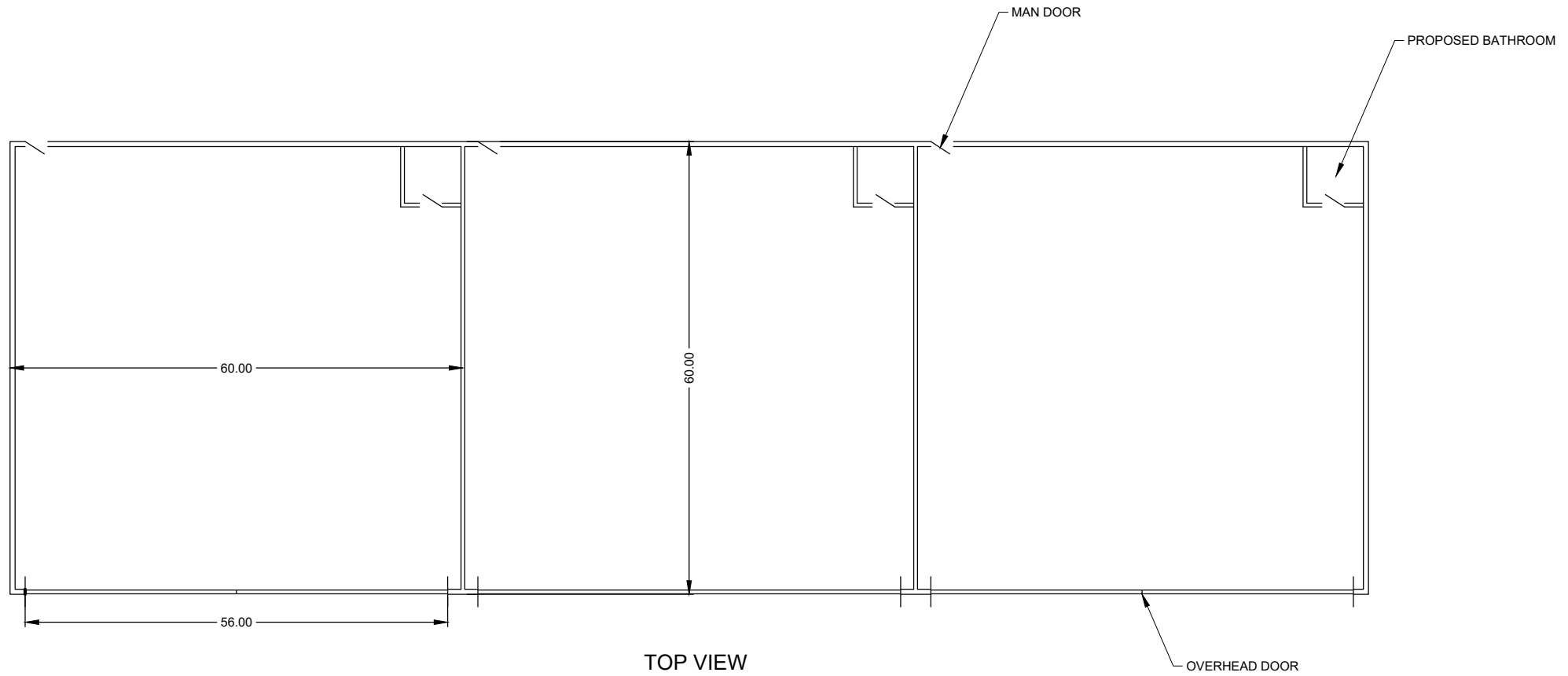
Make a motion approving a contract with SEH for design and construction services at the GPZ Airport for the Hangar Development Utility Extension project in the amount of \$43,425.

Save: 11/3/2022 11:22 AM mhudec Plot: 11/3/2022 11:22 AM X:\F\J\GRANR\165101\Airport_UTILITY_EXTENSION\5-final-dsgn\5-1-drawings\10-Civil\addwg\exhibit\AIRPORT_UTILITY_EXT_EXHIBIT.dwg

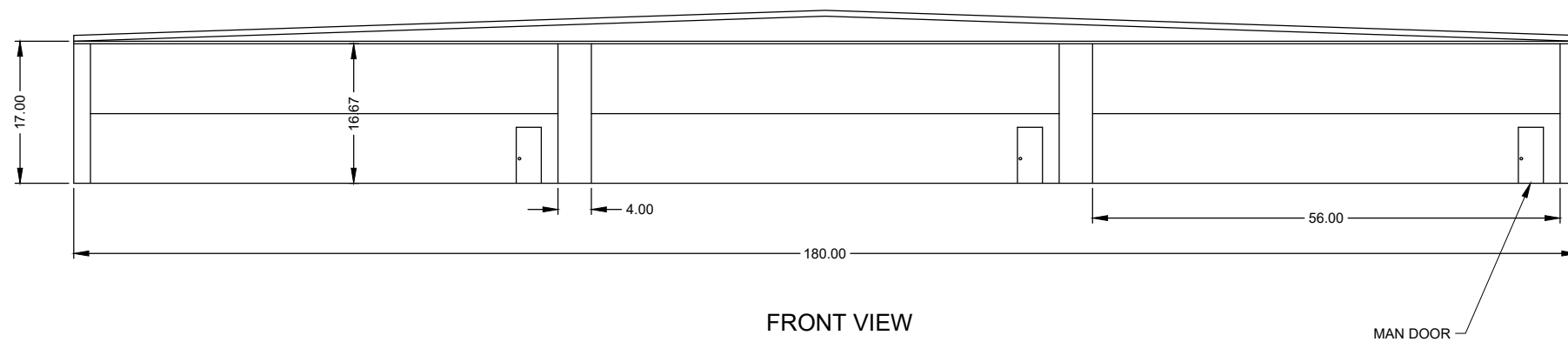


PROJECT NO.
GRANR165101
DATE:
11.3.2022

**AIRPORT UTILITY EXTENSION
LAYOUT EXHIBIT**



TOP VIEW



FRONT VIEW

Save: 11/3/2022 11:33 AM mhudee Plot: 11/3/2022 11:33 AM X:\JUG\GRANR\165101\Airport Utility Extension\5-final-dsgn\51-drawings\10-Civil\cad\dwg\exhibit\AIRPORT UTILITY EXT EXHIBIT.dwg

	PROJECT NO.	AIRPORT UTILITY EXTENSION BUILDING ELEVATION VIEW EXHIBIT	FIGURE NO. 118
	GRANR165101		
	DATE: 11.3.2022		



Building a Better World
for All of Us®

December 22, 2022

RE: The City of Grand Rapids
Airport Utilities Extension & Grading

Matt Wegwerth
Grand Rapids Economic Development
420 North Pokegama Avenue
Grand Rapids, MN 55744

Dear Mr. Wegwerth:

Thank you for the opportunity to submit this Proposal for Professional Services for the proposed utilities extension and grading for the Grand Rapids Airport. Short Elliott Hendrickson Inc. (SEH) is pleased to present you with the following professional service fee proposal for the above referenced project. This proposal is based on providing design and construction administration on a lump-sum fee basis and is in response to the email received by you on December 22, 2022. Please review our proposal letter and if acceptable we will provide an agreement for execution referencing this letter.

PROJECT UNDERSTANDING:

It is understood that water main and sanitary sewer main would be extended across 7th Avenue SE to the east at the intersection of 13th Street SE to approximately 330 feet south of intersection. The proposed utilities also include approximately five services with the availability for an expansion for future hangers. The project may also include preliminary sitework grading for a hanger with an approximate dimension of 180' x 60'.

PROPOSED TASKS:

Task 1: Design:

SEH to perform engineering tasks as required to design the listed city project. This includes topographic survey, design of proposed infrastructure, preparation of required permits and paperwork for necessary agencies (excluding wetland permitting), specification preparation, bidding documents, answer questions during bidding phase, bid opening, tabulation of bids, and letter of recommendation based on the bids. The fee for design will be as listed in the City of Grand Rapids Master Engineering Services Contract. The current estimate of the construction cost is estimated at \$265,000 which equates to an estimated SEH design fee of \$18,550 (actual will equate to 7% of the awarded bid).

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 1200 SE 4th Avenue, Suite 200, Grand Rapids, MN 55744-4304

218.322.4500 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

Task 2: Construction Administration

SEH to complete construction engineering, full time resident project representation, pay estimate preparation, agency documentation, prevailing wage review, as-built record drawings in electronic format, and documentation of any work related to these tasks. The fee for construction will be as listed in the City of Grand Rapids Master Engineering Services Contract. The current estimate of the construction cost is estimated at \$265,000 which equates to an estimated SEH construction fee of \$19,875 (actual equates to 7.5% of the final construction cost).

Task 3: Miscellaneous Services

This task is set up for small items out of the scope of the previous tasks and are requested by the client. These tasks will require a request from the client to complete. The fee is hourly and will be set up to have a hard limit of \$5,000 including expenses and equipment. Notification will be provided if services go over the hard limit. The hourly rates are as listed in the Grand Rapids Master Engineering Services Contract (hourly work as shown in Exhibit "B").

Thank you for the opportunity to provide this proposal. We would be excited to work on this project that would greatly benefit our community. If you have any questions regarding our scope of services or how they may be modified to meet your project needs, please feel free to give me a call to discuss. Please contact me at schristenson@sehinc.com or 218.360.0463 (mobile) to discuss.

Sincerely,
SHORT ELLIOTT HENDRICKSON INC.



Sara Christenson, PE (Lic. MN)
Associate | Civil Engineer II (Mgr)

SLC

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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 9th, 2023

AGENDA ITEM: Consider adopting a resolution and approving a grant agreement with the Minnesota Department of Iron Range Resources and Rehabilitation (IRRR) for the Hangar Development Project at the GPZ Airport

PREPARED BY: Matt Wegwerth

BACKGROUND:

At their October 10th, 2022 regular meeting the City Council authorized an application to the IRRR for a development infrastructure grant for the Hangar Development Project at the GPZ Airport. The request has been approved by IRRR in the amount of \$264,000. The attached resolution accepts the grant and authorizes execution of the grant agreement.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution and approve a grant agreement with the Minnesota Department of Iron Range Resources and Rehabilitation (IRRR) for the Hangar Development Project at the GPZ Airport

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

RESOLUTION NO. 23-

A RESOLUTION ACCEPTING A \$264,000 GRANT FROM THE IRON RANGE RESOURCES AND REHABILITATION (IRRR) FOR THE HANGAR DEVELOPMENT PROJECT AT GPZ AIRPORT

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

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

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the \$264,000 grant from the Iron Range Resources and Rehabilitation (IRRR) for the Hangar Development Project at the GPZ Airport and furthermore authorizes the Mayor to execute the associated grant agreement.

Adopted this 9th day of January 2023.

Dale Christy, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 1-9-23

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

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

Attached are four change orders related to the IRA Civic Center Improvement Project. One change order is related to city staff directed changes on door modifications and additional door replacements. The other three change orders are related to upgrading the HVAC systems in the existing locker rooms located in the West Venue.

REQUESTED COUNCIL ACTION:

Make a motion to approve the attached change orders related to the IRA Civic Center Improvement Project.



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

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

DRAFT

Contract Change Order #001: CE #006 - PR 3 1st Level HVAC

CONTRACT COMPANY:	Rapids Plumbing and Heating 25767 US Hwy 2 Grand Rapids, Minnesota 55744	CONTRACT FOR:	SC-S19041C-007:WS 07 - Mechanical - Rapids P & H
DATE CREATED:	1/04/2023	CREATED BY:	Sean Lewis (ICS - Park Rapids, MN)
CONTRACT STATUS:	Draft	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:	Sean Lewis (ICS - Park Rapids, MN)	REVIEWED BY:	
DUE DATE:	01/09/2023	REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:	1st Level HVAC	CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$97,250.00

DESCRIPTION:
CE 006 - PR 3 1st Level HVAC
Please see the attached PR 3. Provide a detailed quote for cost changes.

ATTACHMENTS:
[PR 03 1st level .pdf](#)

**CHANGE ORDER LINE ITEMS:
CCO #001**

#	Cost Code	Description	Type	Amount
1	5.11 - MEP With Fire Protection	PR 3	Other	\$ 97,250.00
Subtotal:				\$97,250.00
Grand Total:				\$97,250.00

The original (Contract Sum)	\$ 836,440.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 836,440.00
The contract sum would be changed by this Change Order in the amount of	\$ 97,250.00
The new contract sum including this Change Order will be	\$ 933,690.00
The contract time will not be changed by this Change Order by 0 days	

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

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

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

SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____



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

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

DRAFT

Contract Change Order #001: CE #004 - ASI 2 Doors and Hardware Changes

CONTRACT COMPANY:	TNT Construction Group, LLC 40 County Road 63 Grand Rapids, Minnesota 55744	CONTRACT FOR:	SC-S19041C-003:Work Scope 03 - General Construction - TNT
DATE CREATED:	12/20/2022	CREATED BY:	Sean Lewis (ICS - Park Rapids, MN)
CONTRACT STATUS:	Draft	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:	Sean Lewis (ICS - Park Rapids, MN)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:	ASI 2	CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$3,503.00

DESCRIPTION:
 CE 004 - ASI 2 Doors and Hardware Changes
 Please see the attached ASI 2.

ATTACHMENTS:
[7203 ASI 2 pricing.doc](#) [Grand Rapids IRA Civic Center BP2 Door Operator Install Quote 12.14.22 United Glass.pdf](#) [IRA Opening 106C.pdf](#) [CE 004 Proposal.pdf](#) [017073.30 ASI 2 - Door and Door Hardware Changes.pdf](#)

CHANGE ORDER LINE ITEMS:
CCO #001

#	Cost Code	Description	Type	Amount
1	5--5.03 - Work Scope 03	ASI 2 Doors and Hardware Changes	Other	\$ 3,503.00
Subtotal:				\$3,503.00
Grand Total:				\$3,503.00

The original (Contract Sum)	\$ 2,370,100.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 2,370,100.00
The contract sum would be changed by this Change Order in the amount of	\$ 3,503.00
The new contract sum including this Change Order will be	\$ 2,373,603.00
The contract time will not be changed by this Change Order by 0 days	



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

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

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

SIGNATURE **DATE**

ICS

SIGNATURE **DATE**

SIGNATURE **DATE**



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

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

DRAFT

Contract Change Order #001: CE #006 - PR 3 1st Level HVAC

CONTRACT COMPANY: Hart Electric 1959 Highway 37 Hibbing, Minnesota 55746	CONTRACT FOR: SC-S19041C-008:WS 08 Electrical - Hart Electric
DATE CREATED: 1/04/2023	CREATED BY: Sean Lewis (ICS - Park Rapids, MN)
CONTRACT STATUS: Draft	REVISION: 0
REQUEST RECEIVED FROM:	LOCATION
DESIGNATED REVIEWER: Sean Lewis (ICS - Park Rapids, MN)	REVIEWED BY:
DUE DATE: 01/09/2023	REVIEW DATE:
INVOICED DATE:	PAID DATE:
REFERENCE: 1st Level HVAC	CHANGE REASON: Client Request
PAID IN FULL: No	EXECUTED: No
ACCOUNTING METHOD: Amount Based	SCHEDULE IMPACT: 0 days
FIELD CHANGE: No	TOTAL AMOUNT: \$32,263.00

DESCRIPTION:
CE 006 - PR 3 1st Level HVAC
Please see the attached PR 3. Provide a detailed quote for cost changes.

ATTACHMENTS:
[Estimate 1462.pdf](#) [PR 03 1st level .pdf](#)

CHANGE ORDER LINE ITEMS:

CCO #001

#	Cost Code	Description	Type	Amount
1	5.13 - Electrical Service Upgrades	PR 3	Other	\$ 32,263.00
Subtotal:				\$32,263.00
Grand Total:				\$32,263.00

The original (Contract Sum)	\$ 917,315.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 917,315.00
The contract sum would be changed by this Change Order in the amount of	\$ 32,263.00
The new contract sum including this Change Order will be	\$ 949,578.00
The contract time will not be changed by this Change Order by 0 days	

Hart Electric
1959 Highway 37
Hibbing Minnesota 55746

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

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

SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____



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

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

DRAFT

Contract Change Order #001: CE #006 - PR 3 1st Level HVAC

CONTRACT COMPANY: Summit Companies - Duluth Office 1902 West First Street Duluth, Minnesota 55802	CONTRACT FOR: SC-S19041C-006:WS 06 Fire Protection - Summit
DATE CREATED: 1/04/2023	CREATED BY: Sean Lewis (ICS - Park Rapids, MN)
CONTRACT STATUS: Draft	REVISION: 0
REQUEST RECEIVED FROM:	LOCATION
DESIGNATED REVIEWER: Sean Lewis (ICS - Park Rapids, MN)	REVIEWED BY:
DUE DATE: 01/09/2023	REVIEW DATE:
INVOICED DATE:	PAID DATE:
REFERENCE: PR 3	CHANGE REASON: Client Request
PAID IN FULL: No	EXECUTED: No
ACCOUNTING METHOD: Amount Based	SCHEDULE IMPACT: 0 days
FIELD CHANGE: No	TOTAL AMOUNT: \$10,200.00

DESCRIPTION:
CE 006 - PR 3 1st Level HVAC
Please see the attached PR 3. Provide a detailed quote for cost changes.

ATTACHMENTS:
[PR 03 1st level .pdf](#)

CHANGE ORDER LINE ITEMS:

CCO #001

#	Cost Code	Description	Type	Amount
1	5--5.09 - Work Scope 09	PR 3	Other	\$ 10,200.00
Subtotal:				\$10,200.00
Grand Total:				\$10,200.00

The original (Contract Sum)	\$ 195,500.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 195,500.00
The contract sum would be changed by this Change Order in the amount of	\$ 10,200.00
The new contract sum including this Change Order will be	\$ 205,700.00
The contract time will not be changed by this Change Order by 0 days	

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

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

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

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 9, 2023

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

PREPARED BY: Chery Pierzina

BACKGROUND:

We have received a quote of \$338,581.00 for our Workers Compensation coverage through the League of Minnesota Cities Insurance Trust for 2023. This is a \$65,199.00 price increase or approximately 23% from last years' rate.

Each year a rate is set by job classification. The rate changes do not mean that our City's actual premium will necessarily increase or decrease by these exact amounts. The actual premiums are also affected by changes in city expenditures, property values, payroll, and other exposure methods, and also by changes in our experience rating. The League uses our actual claims for the three years preceding the present year (i.e. 2020, 2021, 2022) in figuring experience modification. This rate fluctuates based on claims made in previous years.

There is not an agent fee, since the Human Resources Officer performs the functions of the insurance agent.

This is a budgeted expenses in the 2023 budget.

REQUESTED COUNCIL ACTION:

Make a motion to approve the Workers Compensation coverage through the League of Minnesota Cities Insurance Trust for the 2023 plan year at the proposed rate of \$338,581.00 and authorize payment of the premium.

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

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

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

Agreement No.: WC 1000945_Q-7
 Agreement Period:
 From: 01/01/2023
 To: 01/01/2024

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

<u>PAYROLL DESCRIPTION</u>	<u>CODE</u>	<u>RATE</u>	<u>ESTIMATED PAYROLL</u>	<u>DEPOSIT PREMIUM</u>
----------------------------	-------------	-------------	--------------------------	------------------------

SEE ATTACHED SCHEDULE FOR DETAILS

Manual Premium				406,049
Credit		0.98		-8,121
Standard Premium				397,928
Deductible Credit		0.00%		0
Premium Discount				-44,478
Net Deposit Premium				\$353,450
Adjustment for Commission*				-7,069
Total Net Deposit Premium				\$346,381

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

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

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

OPTIONS

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

1. <input type="checkbox"/>	Regular Premium Option	Net Deposit Premium	Commission Adjustment	Total Net Deposit Premium
		353,450	-7,069	346,381

2. **Deductible Premium Option**
 Deductible options are available in return for a premium credit applied to your estimated standard Premium of \$ 397,928. The deductible will apply per occurrence to paid medical costs only. There is no aggregate limit.

	Deductible per Occurrence	Premium Credit	Credit Amount	Net Deposit Premium	Commission Adjustment	Total Net Deposit Premium
<input type="checkbox"/>	\$250	0.70%	-2,786	350,664	-7,013	343,651
<input type="checkbox"/>	\$500	1.20%	-4,775	348,675	-6,974	341,701
<input checked="" type="checkbox"/>	\$1,000	2.00%	-7,959	345,491	-6,910	338,581
<input type="checkbox"/>	\$2,500	3.50%	-13,927	339,523	-6,790	332,733
<input type="checkbox"/>	\$5,000	5.50%	-21,886	331,564	-6,631	324,933
<input type="checkbox"/>	\$10,000	8.00%	-31,834	321,616	-6,432	315,184
<input type="checkbox"/>	\$25,000	12.50%	-49,741	303,709	-6,074	297,635
<input type="checkbox"/>	\$50,000	17.50%	-69,637	283,813	-5,676	278,137

3. **Retrospective Rates Premium Option**

	Retro-Rated Minimum Factor	Est. Minimum Premium	Retro-Rated Maximum Factor	Est. Maximum Premium
<input type="checkbox"/>	0.431 %	171,507	1.300 %	517,306
<input type="checkbox"/>	0.384 %	152,804	1.500 %	596,892
<input type="checkbox"/>	0.311 %	123,756	2.000 %	795,856

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

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

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

 Signature Title Date

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

Item 17.

CONTINUATION SCHEDULE FOR QUOTATION PAGE

<u>REMUNERATION</u>	<u>RATE</u>	<u>CODE</u>	<u>DESCRIPTION</u>	<u>EST. PREM</u>
698,636	9.66	5506	STREET CONSTRUCTION	67,488
60,340	6.85	7403	AIRPORT OPERATIONS	4,133
POP 18,379	281.48	7708	FIREFIGHTERS (VOLUNTEER)	51,733
1,831,740	11.08	7720	POLICE	202,957
124,888	4.54	8227	CITY SHOP & YARD	5,670
468,921	0.76	8810	LIBRARY OR MUSEUM-PROF & CLERICAL	3,564
736,201	0.76	8810	CLERICAL OFFICE EMPLOYEES NOC	5,595
67,105	4.00	8831	ANIMAL CONTROL	2,684
97,641	7.54	9015	BUILDINGS-OPER BY OWNER	7,362
22,916	8.25	9016	SKATING RINK OPERATION	1,891
313,555	1.79	9060	CLUB-COUNTRY/GOLF	5,613
153,291	7.91	9102	PARKS	12,125
226,230	4.38	9182	CITY ARENA-OPERATIONS	9,909
122,365	10.63	9220	CEMETERY OPERATION	13,007
1,286,642	0.95	9410	MUNICIPAL EMPLOYEES	12,223
18,200	0.52	9411	ELECTED OR APPOINTED OFFICIALS	95
Manual Premium				406,049

DEFINITION OF CITY ENDORSEMENT

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

Grand Rapids-Itasca County Airport; Economic Development Authority



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 1/9/2023

AGENDA ITEM: Consider a request by the police department to apply for a matching grant through AKC Reunite Adopt a K-9 Cop sponsored by the United States Police Canine Association (USPCA).

PREPARED BY: Kevin Ott

BACKGROUND:

The Grand Rapids Police Department recently retired GRPD K-9 Radar in December of 2022. The police department is looking for ways to fund a new K-9, and found that the USPCA was accepting grant applications for police K-9 funding. The grant is a matching grant for up to \$7500.00. If awarded, the grant funds will be used to purchase a new K-9 and fund training for the K-9.

REQUESTED COUNCIL ACTION:

Make a motion allowing the police department to apply for the matching grant by AKC Reunite Adopt a K-9 Cop sponsored by the United States Police Canine Association.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 9, 2023

AGENDA ITEM: Consider approving Network Technician job description and authorization to post the position

PREPARED BY: Chery Pierzina

BACKGROUND:

At the earlier council work session, City and GRPU staff presented a collaboration concept for IT services. By combining the services and networks, both entities will be able to collaborate easier with programming and staff, while reducing the City's budget by an estimated \$180k. This savings is recognized after hiring an additional IT network technician.

REQUESTED COUNCIL ACTION:

Make a motion to (1) adopt the job description for Information Technology Network Technician; and (2) authorize City staff to begin the process of filling the Information Technology Network Technician position.

City of Grand Rapids Job Description

Job Title: Network Technician
Department: Information Technology
FLSA Status: Non-exempt
Approved By:
Approved Date:

Summary: This position is expected to perform computer support and related technology support services for the City, configuring hardware and software, making recommendations on technology related purchase, installing network infrastructure, performing diagnostics and troubleshooting, completing maintenance and repair of information technology hardware, acting as a front-line helpdesk support specialist, and related work as apparent or assigned. Work is performed under the general direction of the Director of Information Technology and Assistant Information Technology Director.

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

Knowledge, Skills, Abilities and Competencies Required: The requirements listed below are representative of the knowledge, skill, ability and/or competency sets required to complete the essential functions at a satisfactory level.

- Comprehensive knowledge of the technical manuals, policies, practices, and procedures governing information technology in the public sector; Knowledge of computer technology and terminology.
- Thorough knowledge of networking, physical and virtual server systems, PC imaging, general corporate software, cellular devices, printers, PC maintenance.
- Thorough knowledge of TCP/IP protocol and ethernet topology.
- Thorough knowledge of voice, data, and video telecommunications – switches, routers, firewalls, fiber optic technology, modems, and PBX telephone systems.
- Thorough knowledge of system design, standard programming techniques, file access techniques and documentation procedures.
- Thorough knowledge of computer hardware and software capabilities and limitations.
- Thorough knowledge of all computers (networked and stand-alone), network cabling, related equipment, and software.
- Working knowledge of various software packages commonly used in a corporate network and the ability to learn new software quickly and efficiently.
- Comprehensive skills in designing, installing, and maintaining technical systems for use in the public sector, creating standard technical documentation, and operating standard office equipment and related hardware and software.
- Customer service skills and/or experience are necessary.
- Ability to think logically and analyze and interpret technical problems.
- Ability to organize and provide direction for both technical staff and end users. Good oral and written communication skills, strong interpersonal relations skills, research skills, time management skills, prioritizing skills, and user training skills.
- Valid driver's license.
- Ability to learn and facilitate the operation of various cyber security systems.
- Ability to operate telephone and recording equipment.

- Ability to calculate rates, ratios, and percentages.
- Ability to make arithmetic computations using whole numbers, fractions, and decimals.
- Ability to apply complex mathematical skill to network subnetting.
- Ability to effectively interact with staff, elected officials, end users, and associates.
- Ability to communicate effectively, both orally and in writing.
- Work with limited supervision and use discretion to act independently, within the boundaries of established policy and assigned duties, including, but not limited to, establishing priorities, and accomplishing objectives established by the Director or Assistant Director of Information Technology, demonstrating a creative balance of demands for service from all sectors of the City.
- A high degree of tact, good judgment and confidentiality is required; Keep open lines of communication and be open and flexible in dealing with problems.
- Ability to use problem solving skills, which is inherent in this position, including not only the expected problems with hardware and software, but also problems that involve projects, staff requests for assistance with computer use and administrative need for assistance.

Education and/or Experience

Associates/Technical degree in Information Technology, or related field and considerable experience working in information technology, or a minimum of five (5) years equivalent combination of education and experience, working in a technology-related field.

Valid driver's license in the State of Minnesota, or the ability to obtain within six (6) months.

Physical Demands This work requires the occasional exertion of up to 50 pounds of force; Work regularly requires standing, walking, speaking or hearing, using hands to finger, handle or feel, stooping, kneeling, crouching or crawling, and reaching with hands and arms, and occasionally requires sitting, climbing or balancing, pushing or pulling, lifting and repetitive motions; Work requires close vision, ability to adjust focus, depth perception and color perception; Vocal communication is required for expressing or exchanging ideas by means of the spoken word; Hearing is required to perceive information at normal spoken word levels; Work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, use of measuring devices, assembly or fabrication of parts within arm's length, operating machines, operating motor vehicles or equipment, and observing general surroundings and activities; Work frequently requires working near moving mechanical parts, exposure to fumes or airborne particles, and exposure to the risk of electrical shock, and occasionally requires exposure to outdoor weather conditions, and exposure to vibration; Work is generally in a moderately noisy location (e.g. business office, light traffic).

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

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 9, 2023

AGENDA ITEM: Consider approving computer agreements for 2023 with Harris Computer Systems for \$27,804.29.

PREPARED BY: Laura Pfeifer

BACKGROUND:

The City of Grand Rapids has had a software maintenance agreement with Harris Computer Systems (formerly Municipal Software Inc., MSI) since 1991 for accounting and time tracking software support. The amount of the agreements for 2023 total \$27,804.29. This includes the general software maintenance, TimeClock Plus for payroll and hosting the Employee Self-Service Portal for payroll.

REQUESTED COUNCIL ACTION:

Make a motion approving computer agreements for 2023 with Harris Computer Systems for \$27,804.29.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 1-9-23

AGENDA ITEM: Consider approval of special assessment lien releases.

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

In 2010 special assessments were levied against parcel number 91-674-0230, 91-674-0210, and 91-674-0220, for the new construction of utilities and street along Ridgewood Road. Because the lots were undeveloped the city approved deferral of the special assessments. In 2013 the property owner paid the deferred special assessments but the recorded lien on the properties were never removed by the city. There is an interested purchaser of the property and the liens need to be released by the city.

REQUESTED COUNCIL ACTION:

Make a motion to release the liens on parcel number 91-674-0230, 91-674-0210, and 91-674-0220, for the new construction of utilities and street along Ridgewood Road and direct the City Attorney to process the necessary documents with the Itasca County Records Office.

CITY OF GRAND RAPIDS, MINNESOTA

APPLICATION AND AUTHORIZATION FOR DEFFERRAL OF
PAYMENT OF TAX ON SPECIAL ASSESSMENTS FOR
RESIDENTIAL HOMESTEAD VACANT LAND

CITY ORDINANCE NO. 54

Date: 1/2/2010I, the undersigned, all owners must be identified and must sign declare under penalties of perjury that I reside at: 703 RIDGEWOOD ROAD, GRAND RAPIDS, MN 55744The Property Identification Number (PIN) is: 91-674-0210The legal description of the residential homestead vacant land is: LOT 1, BLOCK 2, RIDGEWOOD ACRESThat my interest in the ownership of the above property was acquired on: (SEE ATTACHED)The Deed Date is: 8/26/1974The Recorded Date is: 8/27/1974Micro No. 29674, is as follows:

1. Sole ownership (enter yes if applicable): YES
2. Joint tenancy, held with:
3. Other un/divided interest (specify):

That on January 2, 1975, or June 1, 1975, I owned and occupied the above property as my homestead and such occupancy began on August 8, 1974.

I/we understand that:

1. The deferral is for a maximum length of five years.
2. That during the deferral the assessment does not include interest.

RECEIVED JAN 13 2010

- 3. That if during the deferral the property is sold or transferred that the entire deferred assessment will be due in full at the date of the transaction, or closing.
- 4. The entire deferred assessment will be paid in full if the property loses its homestead status.
- 5. The entire deferred assessment will be paid in full if a structure is placed on the property. A structure is defined as "That which is built or constructed" in accordance with the 2007 Minnesota State Residential Code.
- 6. At the end of the five year deferral period the assessment will be spread over a 15 year period, with interest as adopted by the City Council, on the tax statement.

I/We understand and agree to the terms and conditions of the deferral above.

Michael Englund 1-4-10
 Owner Name, Date

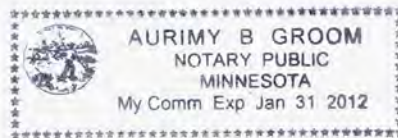
LeAnn Englund 1-4-10
 Owner Name, Date

_____, _____
 Owner Name, Date

STATE OF MINNESOTA)
) SS
 COUNTY OF ITASCA)

On this 4th day of January, 2009¹⁰, before me a Notary Public within and for said County and State, personally appeared, (insert names above), to me known to be the person(s) described in and who acknowledged the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Aurimy B Groom
 Notary Public



DRAFTED BY:
 Tom PAGER
 CITY ENGINEER
 420 N. POKEGAMA AVENUE
 GRAND RAPIDS, MN 55744

296716

Item 21.

This Indenture, Made this 26th day of August, 19 74,

between Arlo Johnson and Marlee Johnson, husband and wife
a/k/a Arlo R. Johnson and a/k/a Marlee I. Johnson

of the County of Itasca and State of Minnesota, parties
of the first part, and Michael D. Engebretson and Ladonna J. Engebretson
husband and wife of the County of
Itasca and State of Minnesota, parties of the second part,

Witnesseth, That the said parties of the first part, in consideration of the
sum of One Dollar (\$1.00) and other valuable consideration ~~of \$XXXXXX~~
to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowl-
edged, do hereby Grant, Bargain, Sell, and Convey unto the said parties of the second part as
joint tenants and not as tenants in common, their assigns, the survivor of said parties, and the heirs
and assigns of the survivor, Forever, all the tract or parcel of land lying and being in the
County of Itasca and State of Minnesota, described as follows, to-wit:

"The South three hundred feet (S 300') of the West three
hundred feet (W 300') of the Southeast Quarter of the
Northeast Quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$) Section Sixteen (16), Township
Fifty-five (55) North, Range Twenty-five (25), West of the
Fourth Principal Meridian, according to government survey
thereof on file and of record in the office of the Register
of Deeds of said county and state.

. Subject to easements, reservations and restrictions of
prior record."

STATE DEED TAX DUE \$~~6.80~~ 19.80 22⁰⁰



To Have and to Hold the Same, Together with all the hereditaments and appurtenances
thereunto belonging or in anywise appertaining, to the said parties of the second part, their assigns,
the survivor of said parties, and the heirs and assigns of the survivor, Forever, the said parties of the
second part taking as joint tenants and not as tenants in common.

And the said Arlo Johnson and Marlee Johnson, husband and wife
parties
of the first part, for themselves their heirs, executors and administrators do covenant
with the said parties of the second part, their assigns, the survivor of said parties, and the heirs and
assigns of the survivor, that they are well seized in fee of the lands and premises aforesaid
and have good right to sell and convey the same in manner and form aforesaid, and that the same
are free from all incumbrances,

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the
said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of
the survivor, against all persons lawfully claiming or to claim the whole or any part thereof, subject
to incumbrances, if any, hereinbefore mentioned, the said parties of the first part will Warrant
and Defend.

In Testimony Whereof, The said parties of the first part have hereunto set their
hand the day and year first above written.

Arlo Johnson
ARLO JOHNSON
Marlee Johnson
MARLEE JOHNSON

State of Minnesota, }
County of ITASCA } ss.

On this 26th day of August, 1974, before me,
Notary Public within and for said County, personally appeared
Arlo Johnson and Marlee Johnson, husband and wife

to me known to be the persons described in and who executed the foregoing instrument,
and acknowledged that they executed
the same as their free act and deed.

Engelbertson
Notary Public Itasca County, Minn.

My commission expires _____, 19_____.

THIS INSTRUMENT WAS DRAFTED BY
JOHN P. WEBER, Attorney
(Name)
Coast to Coast Building
Grand Rapids, MN 55744
(Address)

296716

TAX STATEMENTS TO BE SENT TO:

Michael D. Engebretson
703 Ridgewood Road
Grand Rapids, MN 55744

Doc. No. 296716

WARRANTY DEED
Individual to Joint Tenants

TO

Office of Register of Deeds,
STATE OF MINNESOTA,
County of Itasca

I hereby certify that the within Deed was
filed in this office for record on
August 27, 1974,
at 2:30 o'clock P.M., and was duly
recorded in Book _____ of Deeds, page _____

OR

was duly recorded as instrument No. 296716

Michael D. Engebretson
Register of Deeds
By *James Beckwith* Deputy

No delinquent taxes and transfer entered.

Dated August 27, 1974
Michael D. Engebretson
County Auditor
By *Shirley K. ...* Deputy

OSWALD PUBLISHING CO., NEW ULM, MINN.

CITY OF GRAND RAPIDS, MINNESOTA

APPLICATION AND AUTHORIZATION FOR DEFFERRAL OF
PAYMENT OF TAX ON SPECIAL ASSESSMENTS FOR
RESIDENTIAL HOMESTEAD VACANT LAND

CITY ORDINANCE NO. 54

Date: 1/2/2010I, the undersigned, all owners must be identified and must sign declare under penalties of perjury that I reside at: 703 RIDGEWOOD ROAD, GRAND RAPIDS, MN 55744The Property Identification Number (PIN) is: 91-674-0230The legal description of the residential homestead vacant land is: LOT 3, BLOCK 2, RIDGEWOOD ACRESThat my interest in the ownership of the above property was acquired on: (SEE ATTACHMENTS)The Deed Date is: 8/26/1974The Recorded Date is: 8/27/1974Micro No. 296714, is as follows:

1. Sole ownership (enter yes if applicable): YES
2. Joint tenancy, held with:
3. Other un/divided interest (specify):

That on January 2, 1975, or June 1, 1975, I owned and occupied the above property as my homestead and such occupancy began on August 8, 1974.

I/we understand that:

1. The deferral is for a maximum length of five years.
2. That during the deferral the assessment does not include interest.

- 3. That if during the deferral the property is sold or transferred that the entire deferred assessment will be due in full at the date of the transaction, or closing.
- 4. The entire deferred assessment will be paid in full if the property loses its homestead status.
- 5. The entire deferred assessment will be paid in full if a structure is placed on the property. A structure is defined as "That which is built or constructed" in accordance with the 2007 Minnesota State Residential Code.
- 6. At the end of the five year deferral period the assessment will be spread over a 15 year period, with interest as adopted by the City Council, on the tax statement.

I/We understand and agree to the terms and conditions of the deferral above.

Michael D Englehorn 1-4-10
 Owner Name, Date

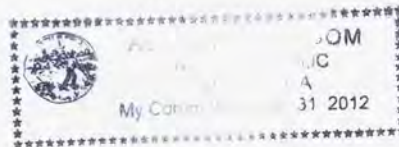
LaBonne Englehorn 1-4-10
 Owner Name, Date

_____, _____
 Owner Name, Date

STATE OF MINNESOTA)
) SS
 COUNTY OF ITASCA)

On this 4th day of January, 2009¹⁰, before me a Notary Public within and for said County and State, personally appeared, (insert names above), to me known to be the person(s) described in and who acknowledged the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Aurmy B Hoover
 Notary Public



Drafted By:
 Tom Page
 City Engineer
 420 N Pokegama Avenue
 Grand Rapids, MN 55744

296716

Item 21.

This Indenture, Made this 26th day of August, 19 74,

between Arlo Johnson and Marlee Johnson, husband and wife
a/k/a Arlo R. Johnson and a/k/a Marlee I. Johnson

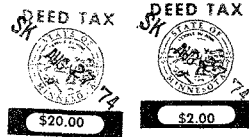
of the County of Itasca and State of Minnesota, parties
of the first part, and Michael D. Engebretson and Ladonna J. Engebretson
husband and wife of the County of
Itasca and State of Minnesota, parties of the second part,

Witnesseth, That the said parties of the first part, in consideration of the
sum of One Dollar (\$1.00) and other valuable consideration = ~~XXXXXX~~
to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowl-
edged, do hereby Grant, Bargain, Sell, and Convey unto the said parties of the second part as
joint tenants and not as tenants in common, their assigns, the survivor of said parties, and the heirs
and assigns of the survivor, Forever, all the tract or parcel of land lying and being in the
County of Itasca and State of Minnesota, described as follows, to-wit:

"The South three hundred feet (S 300') of the West three
hundred feet (W 300') of the Southeast Quarter of the
Northeast Quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$) Section Sixteen (16), Township
Fifty-five (55) North, Range Twenty-five (25), West of the
Fourth Principal Meridian, according to government survey
thereof on file and of record in the office of the Register
of Deeds of said county and state.

. Subject to easements, reservations and restrictions of
prior record."

STATE DEED TAX DUE \$~~6.00~~ ^{\$} ~~12.00~~ 22⁰⁰



To Have and to Hold the Same, Together with all the hereditaments and appurtenances
thereunto belonging or in anywise appertaining, to the said parties of the second part, their assigns,
the survivor of said parties, and the heirs and assigns of the survivor, Forever, the said parties of the
second part taking as joint tenants and not as tenants in common.

And the said Arlo Johnson and Marlee Johnson, husband and wife
parties
of the first part, for themselves their heirs, executors and administrators do covenant
with the said parties of the second part, their assigns, the survivor of said parties, and the heirs and
assigns of the survivor, that they are well seized in fee of the lands and premises aforesaid
and have good right to sell and convey the same in manner and form aforesaid, and that the same
are free from all incumbrances,

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the
said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of
the survivor, against all persons lawfully claiming or to claim the whole or any part thereof, subject
to incumbrances, if any, hereinbefore mentioned, the said parties of the first part will Warrant
and Defend.

In Testimony Whereof, The said parties of the first part have hereunto set their
hand S the day and year first above written.

Arlo Johnson
ARLO JOHNSON
Marlee Johnson
MARLEE JOHNSON

State of Minnesota, } ss.
County of ITASCA

On this 26th day of August, 1974, before me,
a Notary Public within and for said County, personally appeared
Arlo Johnson and Marlee Johnson, husband and wife
to me known to be the persons described in and who executed the foregoing instrument,
and acknowledged that they executed
the same as their free act and deed.

Engene J. Roststein
Notary Public Itasca County, Minn.

My commission expires _____, 19____.

THIS INSTRUMENT WAS DRAFTED BY
JOHN P. WEBER, Attorney
(Name)
Coast to Coast Building
Grand Rapids, MN 55744
(Address)

FD-302 (Rev. 1-25-70)
Notary Public

TAX STATEMENTS TO BE SENT TO:

Michael D. Engebretson
703 Ridgewood Road
Grand Rapids, MN 55744

296716

WARRANTY DEED

Individual to Joint Tenants

TO

Office of Register of Deeds,
STATE OF MINNESOTA,
County of Itasca

I hereby certify that the within Deed was
filed in this office for record on
August 27, 1974
at 2:30 o'clock P. M., and was duly
recorded in Book _____ of Deeds, page _____

OR

296716

was duly recorded as instrument No. _____
Michael D. Engebretson
Register of Deeds
By *Jane M. M. M.* Deputy

No delinquent taxes and transfer entered.

Dated August 27, 1974

Michael D. Engebretson
County Auditor
By *Shirley Christ* Deputy

CITY OF GRAND RAPIDS, MINNESOTA

**APPLICATION AND AUTHORIZATION FOR DEFFERRAL OF
PAYMENT OF TAX ON SPECIAL ASSESSMENTS FOR
RESIDENTIAL HOMESTEAD VACANT LAND**

CITY ORDINANCE NO. 54

Date: 1/2/2010

I, the undersigned, all owners must be identified and must sign declare under penalties of perjury that I reside at: 703 RIDGEWOOD ROAD, GRAND RAPIDS, MN 55744

The Property Identification Number (PIN) is: 91-674-0220

The legal description of the residential homestead vacant land is: LOT 2, BLOCK 2, RIDGEWOOD ACRES

That my interest in the ownership of the above property was acquired on: (SEE ATTACHED)

The Deed Date is: 8/26/1974

The Recorded Date is: 8/27/1974

Micro No. 296716, is as follows:

1. Sole ownership (enter yes if applicable): YES
2. Join tenancy, held with:
3. Other un/divided interest (specify):

That on January 2, 1975, or June 1, 1975, I owned and occupied the above property as my homestead and such occupancy began on August 8, 1974.

I/we understand that:

1. The deferral is for a maximum length of five years.
2. That during the deferral the assessment does not include interest.

RECEIVED JAN 13 20

- 3. That if during the deferral the property is sold or transferred that the entire deferred assessment will be due in full at the date of the transaction, or closing.
- 4. The entire deferred assessment will be paid in full if the property loses its homestead status.
- 5. The entire deferred assessment will be paid in full if a structure is placed on the property. A structure is defined as "That which is built or constructed" in accordance with the 2007 Minnesota State Residential Code.
- 6. At the end of the five year deferral period the assessment will be spread over a 15 year period, with interest as adopted by the City Council, on the tax statement.

I/We understand and agree to the terms and conditions of the deferral above.

Michael D Engelhardt 1-4-10
Owner Name, Date

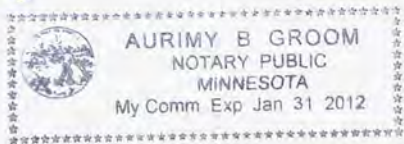
Ladonna Engelhardt, 1-4-10
Owner Name, Date

_____, _____
Owner Name, Date

STATE OF MINNESOTA)
) SS
COUNTY OF ITASCA)

On this 4th day of January, 2009, before me a Notary Public within and for said County and State, personally appeared, (insert names above), to me known to be the person(s) described in and who acknowledged the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Aurimy B Groom
Notary Public



Drafted By:
Tom Page
City Engineer
420 N Pokegama Avenue
Grand Rapids, MN 55744

296716

Item 21.

This Indenture, Made this 26th day of August, 19 74,

between Arlo Johnson and Marlee Johnson, husband and wife
a/k/a Arlo R. Johnson and a/k/a Marlee I. Johnson

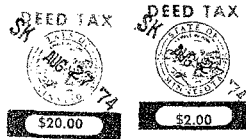
of the County of Itasca and State of Minnesota, parties
of the first part, and Michael D. Engebretson and Ladonna J. Engebretson
husband and wife of the County of
Itasca and State of Minnesota, parties of the second part,

Witnesseth, That the said parties of the first part, in consideration of the
sum of One Dollar (\$1.00) and other valuable consideration = ~~XXXXXX~~ DOLLARS,
to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowl-
edged, do hereby Grant, Bargain, Sell, and Convey unto the said parties of the second part as
joint tenants and not as tenants in common, their assigns, the survivor of said parties, and the heirs
and assigns of the survivor, Forever, all the tract or parcel of land lying and being in the
County of Itasca and State of Minnesota, described as follows, to-wit:

"The South three hundred feet (S 300') of the West three
hundred feet (W 300') of the Southeast Quarter of the
Northeast Quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$) Section Sixteen (16), Township
Fifty-five (55) North, Range Twenty-five (25), West of the
Fourth Principal Meridian, according to government survey
thereof on file and of record in the office of the Register
of Deeds of said county and state.

. Subject to easements, reservations and restrictions of
prior record."

STATE DEED TAX DUE \$~~60.00~~ [#] ~~19.80~~ 22⁰⁰



To Have and to Hold the Same, Together with all the hereditaments and appurtenances
thereunto belonging or in anywise appertaining, to the said parties of the second part, their assigns,
the survivor of said parties, and the heirs and assigns of the survivor, Forever, the said parties of the
second part taking as joint tenants and not as tenants in common.

And the said Arlo Johnson and Marlee Johnson, husband and wife
parties
of the first part, for themselves their heirs, executors and administrators do covenant
with the said parties of the second part, their assigns, the survivor of said parties, and the heirs and
assigns of the survivor, that they are well seized in fee of the lands and premises aforesaid
and have good right to sell and convey the same in manner and form aforesaid, and that the same
are free from all incumbrances,

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the
said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of
the survivor, against all persons lawfully claiming or to claim the whole or any part thereof, subject
to incumbrances, if any, hereinbefore mentioned, the said parties of the first part will Warrant
and Defend.

In Testimony Whereof, The said parties of the first part have hereunto set their
hand the day and year first above written.

Arlo Johnson
ARLO JOHNSON
Marlee Johnson
MARLEE JOHNSON

296716

Item 21.

State of Minnesota, }
County of ITASCA } ss.

On this 6th day of August, 1974, before me,
a Notary Public within and for said County, personally appeared
Arlo Johnson and Marlee Johnson, husband and wife
to me known to be the persons described in and who executed the foregoing instrument,
and acknowledged that they executed
the same as their free act and deed.

Eugene D. Kautler
Notary Public Itasca County, Minn.

My commission expires _____, 19____.

THIS INSTRUMENT WAS DRAFTED BY
JOHN P. WEBER, Attorney
(Name)
Coast to Coast Building
Grand Rapids, MN 55744
(Address)

TAX STATEMENTS TO BE SENT TO:

Michael D. Engebretson
703 Ridgewood Road
Grand Rapids, MN 55744

296716

Doc. No

WARRANTY DEED

Individual to Joint Tenants

TO

Office of Register of Deeds,
STATE OF MINNESOTA,
County of Itasca

I hereby certify that the within Deed was
filed in this office for record on

August 27, 1974,
at 2:30 o'clock P.M., and was duly
recorded in Book _____ of Deeds, page _____

OR

296716

was duly recorded as instrument No

Howard A. Engebretson
Register of Deeds.
By *Eugene D. Kautler* Deputy

No delinquent taxes and transfer entered.

Dated August 27, 1974

Ed Hultin
County Auditor

By *Shirley K. Kautler* Deputy

SEWALD PUBLISHING CO., NEW ULM, MINN.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 9, 2023
AGENDA ITEM: Consider hiring Paul Martinetto as Building Inspector
PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

On September 12, 2022, City Council directed staff to initiate the hiring process of a Building Inspector.

City staff have interviewed six (6) candidates and are recommending the hiring of Paul Martinetto for the Building Inspector position. Paul's application is attached for reference. Paul brings considerable construction experience within our community and currently works as a Paid On-Call Firefighter with the City of Grand Rapids. His first day of employment as a Building Inspector with the City will be no later than January 30, 2023.

REQUESTED COUNCIL ACTION:

Make a motion to approve the hiring of Paul Martinetto as Building Inspector in accordance with the attached offer letter/agreement.



0 N. Pokegama Ave
Rapid, MN 55744
(218)326-7600
(218)326-7608 Fax
www.cityofgrandrapidsmn.com

Employment Application

An Equal Opportunity Employer

Please complete by printing in ink or typing. Application must be signed for employment consideration.

We welcome you as an applicant for employment with the City of Grand Rapids. It is the City's policy to provide equal opportunity in employment. The City will not discriminate on the basis of race, color, creed, age, religion, national origin, marital status, disability, sex, sexual orientation, familial status, status with regard to public assistance, local human rights commission activity or any other basis protected by law.

Please furnish complete information on the application form, so we may accurately and completely assess your qualifications. You may attach any other information that provides additional detail about your qualifications for employment in the position you seek. Please refer to the Applicant Data Practices Advisory for guidance regarding how your application information will be used, the consequences of providing or not providing information, and more.

The City of Grand Rapids accommodates qualified persons with disabilities in all aspects of employment, including the application process. If you believe you need a reasonable accommodation to complete the application process, please contact City Administration at 218-326-7600.

PERSONAL INFORMATION

NAME Last Martinetto			First Paul	Middle Richard	POSITION APPLIED FOR: Building inspector
MAILING ADDRESS [REDACTED]			TODAY'S DATE: 9/26/22		DATE AVAILABLE TO WORK:
CITY Grand Rapids	STATE MN	ZIP 55744	STATUS DESIRED: <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Seasonal		
HOME PHONE [REDACTED]	OTHER PHONE		EMAIL ADDRESS: [REDACTED]		
Are you a U.S. citizen or do you have legal Authorization to work in the U.S? Proof of age and/or eligibility to work may be requested.		YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	Do you have a valid driver's license? (For driving positions only)	
Will your continued employment require employer sponsorship?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are you under 18 years of age? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

EDUCATIONAL INFORMATION

School Name, City and State		Major Area of Study
High School: <i>Grand Rapids High School</i> <i>Grand Rapids MI</i>	Diploma <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO GED <input type="checkbox"/> YES <input type="checkbox"/> NO	
College: <i>Blaze Community College</i>	Degree Completed: <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> Associates <input type="checkbox"/> Bachelors <input type="checkbox"/> Masters <input type="checkbox"/> Other <input type="checkbox"/> NO # of years completed _____ Semester/Credit hours earned _____	
Graduate School:	Degree Completed: <input type="checkbox"/> YES <input type="checkbox"/> Associates <input type="checkbox"/> Bachelors <input type="checkbox"/> Masters <input type="checkbox"/> Other <input type="checkbox"/> NO # of years completed _____ Semester/Credit hours earned _____	
Technical or Vocational Programs: <i>Pennsylvania EMT/Paramedic</i>	(indicate type of certificate earned) <i>EMT, Paramedic</i>	

List any other courses, seminars, workshops, or training you have that may provide you with skills related to this position:

Fire Dept Trainings & Seminars
Building Workshops / Presentations

List any current licenses or certificates you possess which may be related to this position:

Firefighter 1 & 2
Paramedic

List any current registration(s) or membership(s) related to the position for which you are applying:

EMPLOYMENT EXPERIENCE

CURRENT EMPLOYMENT INFORMATION			
EMPLOYER	DATES EMPLOYED		JOB TITLE:
	FROM	TO	
Martinetto Contracting	2011	Current	Carpenter
ADDRESS	NAME OF LAST SUPERVISOR:		
20692 Melroy Road	Pete Martinetto		
CITY, STATE, ZIP	DESCRIBE YOUR WORK IN THIS JOB:		
Green Rapids MI 55704	Building residential houses remodels/additions Decks windows siding roofing framing finish carpentry painting block piers/plans		
TELEPHONE Area Code + Number	Working with a small crew trying to provide customers with the custom built home/desired contracting with subs on the job site, ensuring all aspects of the build to continue to produce the best results. Keeping & staying up to date with latest trends & techniques.		
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other			
PAY INFORMATION			
STARTING:	CURRENT: 30/hr		
REASON FOR LEAVING:	N/A		

PREVIOUS EMPLOYMENT INFORMATION			
List all positions held including full-time, part-time, military, summer, volunteer work and any periods of unemployment. Explain any period of unemployment. Attach additional sheet if necessary.			
EMPLOYER	DATES EMPLOYED		JOB TITLE:
	FROM	TO	
City of Grand Rapids	April 2019	Current	Fire fighter
ADDRESS	NAME OF LAST SUPERVISOR:		
400 N Polkoyman Ave	Frank's Cole		
CITY, STATE, ZIP	DESCRIBE YOUR WORK IN THIS JOB:		
Grand Rapids MI 55744	Part of the city of GR with emergency/fire response. Protecting life & property working as a team staying up to date on training performing under pressure in stressful situations being empathetic & compassionate to citizens/personnel Doing a variety of roles/jobs per needs of call Being smart & sure the customer is satisfied w/ job & return home to family		
TELEPHONE Area Code + Number			
216-326-7600			
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input type="checkbox"/> Full-time <input checked="" type="checkbox"/> Part-time <input type="checkbox"/> Other			
PAY INFORMATION			
STARTING: 19	CURRENT: 21/hr		
REASON FOR LEAVING:	N/A		

EMPLOYER	DATES EMPLOYED		JOB TITLE:
	FROM	TO	
Al's restoration	2006	2009	Laborer Brick/stone mason
ADDRESS	NAME OF LAST SUPERVISOR:		
26915 Reilly Beach rd	AL Lawler		
CITY, STATE, ZIP	DESCRIBE YOUR WORK IN THIS JOB:		
Beverly MI 55709	Brick laying real & cultured stone Block foundation concrete slabs chimney repairs		
TELEPHONE Area Code + Number			
216-256-0279			
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other			
PAY INFORMATION			
STARTING: 12	CURRENT: 15/hr		
REASON FOR LEAVING:	Went to work for family business		

PREVIOUS EMPLOYMENT INFORMATION CONTINUED			
List all positions held including full-time, part-time, military, summer, volunteer work and any periods of unemployment. Explain any period of unemployment. Attach additional sheet if necessary.			
EMPLOYER	DATES EMPLOYED		JOB TITLE:
	FROM	TO	
ADDRESS			NAME OF LAST SUPERVISOR:
CITY, STATE, ZIP	DESCRIBE YOUR WORK IN THIS JOB:		
TELEPHONE Area Code + Number			
May we contact this employer? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other			
PAY INFORMATION			
STARTING:	CURRENT:		
REASON FOR LEAVING:			

EMPLOYER	DATES EMPLOYED		JOB TITLE:
	FROM	TO	
ADDRESS			NAME OF LAST SUPERVISOR:
CITY, STATE, ZIP	DESCRIBE YOUR WORK IN THIS JOB:		
TELEPHONE Area Code + Number			
May we contact this employer? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other			
PAY INFORMATION			
STARTING:	CURRENT:		
REASON FOR LEAVING:			

EMPLOYER	DATES EMPLOYED		JOB TITLE:
	FROM	TO	
ADDRESS			NAME OF LAST SUPERVISOR:
CITY, STATE, ZIP	DESCRIBE YOUR WORK IN THIS JOB:		
TELEPHONE Area Code + Number			
May we contact this employer? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other			
PAY INFORMATION			
STARTING:	CURRENT:		
REASON FOR LEAVING:			

UNPAID EXPERIENCE

Describe any unpaid or volunteer experience relevant to the position for which you are applying (you may include, if you wish, information which would reveal race, sex, religion, age, disability, or other protected status).

*Coaching - Dealing with schedules, plans, & time management.
Learning to handle difficult situations with people of all ages.
Being a leader & good role model*

MILITARY EXPERIENCE

Did you serve in the U.S. Armed Forces? Yes No

Describe your duties:

Do you wish to apply for Veteran's Preference points: Yes No

If you answered "yes," you must complete the enclosed application for Veterans' Preference Points, and submit the application and required documentation to the City of Grand Rapids by the application deadline of the position for which you are applying.

AUTHORIZATION

PLEASE READ CAREFULLY BEFORE SIGNING

I certify that all information I have provided in this application for employment is true and complete to the best of my knowledge. Any misrepresentation or omission of any fact in my application, resume or any other materials, or during any interviews, can be justification for refusal of employment, or if employed, will be grounds for dismissal, regardless of length of employment or when the misrepresentation or omission is discovered.

I understand that submission of an application does not guarantee employment. I acknowledge that I have received a copy of the job description summary for the position/s for which I am applying. I further acknowledge my understanding that employment with the City of Grand Rapids is "at will," and that employment may be terminated by either the City of Grand Rapids or me at any time, with or without notice. I understand that none of the documents, policies, procedures, actions, statements of the City of Grand Rapids or its representatives used during the employment process is deemed a contract of employment, real or implied. I further understand that this "at will" employment relationship may not be changed by any written document or by conduct unless such change is specifically acknowledged in writing by an authorized executive of the City of Grand Rapids. In consideration for employment, if employed, I agree to conform to the rules, regulations, policies, and procedures of the City of Grand Rapids at all times and understand that such obedience is a condition of employment.

I understand that if offered a position with the City of Grand Rapids, I may be required to submit to a pre-employment medical and psychological examination, drug screening and background check as a condition of employment. I understand that unsatisfactory results from, refusal to cooperate with, or any attempt to affect the results of these pre-employment tests and checks will result in withdrawal of any employment offer or termination of employment if already offered.

With my signature below, I am providing the City of Grand Rapids authorization to verify all information I provided within this application packet, including contacting current or previous employers. However, I understand that if, in the Employment Experience section I have answered "No" to the question, "May we contact your current employer?," contact with my current employer will not be made without my specific authorization.

I have read the included Applicant Data Practices Advisory, and I further understand that criminal history checks may be conducted (after I have been selected for an interview, in the case of non-public safety positions) and that a conviction of a crime related to this position may result in my being rejected for this job opening. I also understand it is my responsibility to notify the City of Grand Rapids in writing of any changes to information reported in this application for employment.

[Signature]
Signature

9/26/22
Date

Name and number of person completing this form if other than applicant:

IMPORTANT FACTS ABOUT INFORMATION ON YOUR APPLICATION

This application is to assist in the process of referring you for possible employment. Certain information requested on the application is private; that is, it may be released only to you or to agencies where you may be considered for employment (to comply with M.S. 13.43, Subd 2)

Private Data	Why We Ask For It	Are You Legally Obligated	What May Happen If
		To Provide It?	You Don't Provide It
Name	To distinguish you from all other applicants	Yes	Failure to provide information may be cause for rejecting an application.
Address	To be able to send you notices	Yes	Failure to provide information may be cause for rejecting an application.
Home Telephone	To be able to contact you to determine availability for interview and to notify you when we need you to work on short notice	No	We may not be able to employ you in certain jobs where you may be required to come to work on short notice.

EQUAL EMPLOYMENT OPPORTUNITY INFORMATION

The information asked of you will be used to evaluate our overall efforts in reaching all segments of the population. The following information is VOLUNTARY and CONFIDENTIAL. This information is NOT A PART of the application file and is REMOVED from the application when received by our office. The City of Grand Rapids appreciates your cooperation in our efforts to ensure affirmative action and equal opportunity.

Position(s) for which you are applying: *Building Inspector*

Gender: Male Female

With which racial/ethnic group do you identify?

Black or African American
 Hispanic or Latino
 American Indian or Alaskan Native through Tribal affiliation or community recognition
 Caucasian/White
 Asian
 Native Hawaiian or other Pacific Islander
 Two or more races

Disability status, defined as:

- 1) Has a physical or mental condition that substantially or materially limits a major life activity (such as walking, talking, seeing, hearing or learning);
- 2) Has a history of a disability (such as cancer that is in remission);
- 3) Is regarded as having such an impairment.

Do you claim disability status? Yes No

VETERANS' PREFERENCE

Complete this form ONLY if you are claiming Veterans' Preference

NOTE: VETERAN'S PREFERENCE POINTS CANNOT BE CONSIDERED WITHOUT SUPPORTING DOCUMENTATION. ATTACH COPY OF "MEMBER COPY 4" VETERAN'S DD214, OR OTHER DOCUMENTATION VERIFYING SERVICES.

You must submit a PHOTOCOPY of your "Member Copy 4" of your DD214 or other documentation verifying service to substantiate the services information requested on the form. Claims not accompanied by proper documentation will not be processed. For assistance in obtaining a copy of your "Member Copy 4" of your DD214, or other documentation verifying service, contact your County Veterans' Service Office.

The City of Grand Rapids operates under a point preference system, which awards points to qualified veterans to supplement their application. Ten (10) points are granted to non-disabled veterans on open competitive examinations; Fifteen (15) points are awarded if the veteran has a service connected compensable disability as certified by the U.S. Department of Veterans Affairs (USDVA).

To qualify for preference for a **competitive exam**, you must have earned a passing score and been separated under honorable conditions from any branch of the armed forces of the United States after having served on active duty for 181 consecutive days, or by reason of disability incurred while serving on active duty, or after having served the full period called or ordered for federal active duty and be a United States citizen or resident alien. Veteran's preference may be used by the surviving spouse of a deceased veteran, who died on active duty or as a result of active duty, any by the spouse of a disabled veteran who is unable to qualify because of the disability.

To qualify for preference on a **promotional exam**, a veteran must have earned a passing exam score and received a USDVA active duty service connected disability rating of 50% or more. For a promotional exam, a qualified disabled veteran is entitled to be granted five (5) points. Disabled veterans eligible for such preference may use the five points preference only for the first promotion after securing employment with the City of Grand Rapids.

Claims must be made on the form below and submitted with your application by the application deadline of the position for which you are applying. If the "Member Copy 4" DD214, or other documentation verifying service, is submitted to our office separate from this sheet, please attach a note with it indicating the position for which you are applying and your present address.

Name: (Last)	(First)	(MI)	Position for which you applied:		
			Closing Date:		
Address: (Street)	(City)	(State)	(Zip)	Phone Number:	Are you a US Citizen or Resident Alien?
					<input type="checkbox"/> Yes <input type="checkbox"/> No

VETERAN (10 POINTS):

("Member Copy 4" of DD214 or DD215, or other documentation verifying service, must be submitted to receive points)
 Honorably discharged veteran Yes No

DISABLED VETERAN (15 POINTS):

("Member Copy 4" of DD214, or other documentation verifying service, and USDVA letter of disability rating decision of 10% or more must be submitted to receive points)
 Percent of Disability: _____ %
 Have you ever been promoted within the City of Grand Rapids employment: Yes No

SPOUSE OF DECEASED VETERAN (10 points or 15 if the veteran was disabled at time of death):

("Member Copy 4" of DD214 or DD215, or other documentation verifying service, photocopy of marriage certificate, spouse's death certificate and proof veteran died on or as a result of active duty must be submitted to receive points. You are ineligible to receive points if you have remarried or were divorced from the veteran.)

Date of Death: _____ Have you remarried? Yes No

SPOUSE OF DISABLED VETERAN (15 points):

("Member Copy 4" of DDE214 or DD215, or other documentation verifying service, and USDVAQ letter of disability rating decision of 10% or more must be submitted to receive points).

How does Veteran's disability prevent performance of a stated job "requirement?" Due to the veteran's service-connected disability the veteran is unable to qualify for this position because (be specific):

Thank you for your military service and for your interest in employment with the City of Grand Rapids. Please contact our Administration office at 218-326-7600 if you have questions regarding veteran's preference.

AFFIDAVIT: I hereby claim Veteran's Preference points for this examination and swear/affirm that the information given is true, complete and correct to the best of my knowledge. I hereby acknowledge that I am responsible to obtain the required Veterans' Preference verification documents and submit them to the City of Grand Rapids by the required deadline.

Signature

Date

Chery Pierzina

From: Chery Pierzina
Sent: Monday, December 19, 2022 8:25 AM
To: 'martinettotaxidermy@gmail.com'
Subject: Revised Offer Letter - City of Grand Rapids Building Inspector
Attachments: Martinetto, Paul (Offer Letter).pdf

*Chery Pierzina
12-19-2022*

Good Morning Paul,

As discussed on Saturday, December 17, 2022, the City of Grand Rapids amends your Offer Letter dated, December 15, 2022, as follows:

1. Your date of employment is to be determined and your starting hourly salary will be \$28.86 per hour or \$60,027.64 annually. Upon securing your Building Official Limited license, the City of Grand Rapids will increase your salary to \$32.11 per hour or \$66,798.77 annually. This salary increase will occur regardless of the date the Building Official Limited license is obtained. For example, if the Building Official Limited license is obtained within three (3) months, the salary increase will occur at that time. If the Building Official Limited license is obtained within six (6) months, the salary increase will occur at that time, and so on and so forth.
2. The employee shall follow the Flexible Time Off schedule as indicated in the Offer Letter dated December 15, 2022, however, the City of Grand Rapids will deposit 40 hours of Flexible Time Off (FTO) into the employee's FTO bank at the time of hire, which may be used at the employee's leisure.
3. The City of Grand Rapids will consider Work from Home (WFH) requests on a case-by-case basis.

After reviewing the information contained in this email, if you have any questions, please feel free to give me a call at 218-256-8747.

Please respond to this revised offer, which has been communicated via email, by no later than Monday, December 19, 2022, at 11:30 a.m.

Thank you.

Chery Pierzina
Human Resources Officer
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662
Office: 218-326-7606
Fax: 218-326-7608

*Accepted
Paul Martinetto
12-19-2022*

From: Chery Pierzina
Sent: Thursday, December 15, 2022 3:47 PM

To: 'martinettotaxidermy@gmail.com' <martinettotaxidermy@gmail.com>

Subject: Offer Letter - City of Grand Rapids Building Inspector

Good Afternoon Paul,

As discussed earlier today, attached you will find the offer letter for the position of Building Inspector for the City of Grand Rapids Community Development Office.

After reviewing, if you have any questions, please feel free to give me a call at 218-256-8747.

Please respond to the Offer Letter by no later than Monday, December 19, 2022, at 9:00 a.m.

Thank you,

Chery Pierzina

Human Resources Officer

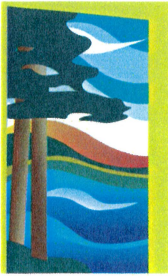
City of Grand Rapids

420 North Pokegama Avenue

Grand Rapids, MN 55744-2662

Office: 218-326-7606

Fax: 218-326-7608



See Attached
email for revisions
CP
12-19-2022

Item 22.

December 15, 2022

Mr. Paul Martinetto
710 SW 6th Avenue
Grand Rapids, MN 55744

Dear Paul:

Please consider this letter as a conditional offer of employment for the position of Building Inspector for the City of Grand Rapids Community Development Department. Following is an outline of the terms and conditions of your pending employment. Your appointment to the position of Building Inspector will be presented to the City Council at the Council Meeting held on Monday, January 9, 2023, and will be subject to a background check, driver's license check, and pre-employment drug screening.

Should you accept this conditional offer, your date of employment is to be determined and your starting hourly salary will be \$28.86. Future salary and cost of living adjustments will be subject to completion of a six (6) month probationary period and satisfactory performance evaluations.

- Please sign and return the Background Check Authorization and Authorization for Driver's License Check forms.
- You will need to stop by Northern Drug Screening located at 111 NE 10th Avenue in Grand Rapids, for a pre-employment drug screening. They are open Monday through Friday from 8:00 a.m. to 4:00 p.m. Please let them know you need a pre-employment drug screening for the City of Grand Rapids.
- I will be scheduling some time for a meeting with you to discuss your transition to the City and look forward to talking with you. Detailed information about your benefits and City policies are attached and additional information will be provided to you during this meeting.

On behalf of the City of Grand Rapids, welcome and congratulations! We look forward to working with you in this new capacity.

If you have any questions, feel free to give me a call at (218) 326-7606 or (218) 256-8747.

Your signature below will indicate your agreement with the terms and conditions of employment.

Paul Martinetto Date

Sincerely,



Chery Pierzina
Human Resources Officer
(218) 256-8747 cell

*See Attached email
for revisions*

cc: Personnel File
Payroll



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 9, 2023

AGENDA ITEM: Consider accepting feasibility report and ordering plans and specifications for CP 2015-1, Sylvan Bay Overlays and Utilities.

PREPARED BY: Matt Wegwerth

BACKGROUND:

CP 2015-1, Sylvan Bay Overlays and Utilities, includes pavement reconstruction and utility replacement on 1st Street SW, 12th Avenue SW, 11th Avenue SW and 10th Avenue SW.

Total project cost is \$4,451,246, with the City's share being \$1,947,833. Remainder of the project will be funded by Grand Rapid Public Utilities. City's share will be funded with bonds.

REQUESTED COUNCIL ACTION:

Make a motion accepting feasibility report and ordering plans and specifications for CP 2015-1, Sylvan Bay Overlays and Utilities.



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

Feasibility Report

For:

Sylvan Bay Overlays and Utilities

(1st Street SW, 12th Avenue SW, 11th Avenue SW and 10th Avenue SW)

City Project 2015-1

January 9, 2023

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PROJECT NEED	10
COST EFFECTIVENESS	10
APPENDIX A -Detailed Project Costs.....	11

EXECUTIVE SUMMARY

City Project 2015-1, Sylvan Bay Overlays and Utilities Project, involves the reconstruction of 0.90 miles of roadway, storm sewer, sanitary sewer, water main and associated appurtenances. The improvements are located in the Sylvan Bay area of southwest Grand Rapids. *The locations and detail associated with the proposed improvements are represented on the figures within the body of this report.*

The Engineering Departments opinion of cost for City Project 2015-1 is as follows:

Opinion of Cost

Construction Cost	\$3,233,634
10% Contingency	\$323,363
Engineering	\$646,727
Legal/Publishing/Easement	\$5,000
Administration	\$64,673
Cost of Issuance	\$129,345
Arts and Culture	\$48,505
Total Project Cost	\$4,451,246

This project will be financed as follows:

Proposed Financing

GRPU – Sanitary	\$814,878
GRPU – Water	\$1,004,455
GRPU - Street	\$684,081
G.O. Bonding	\$1,947,833
Total	\$4,451,246

This project is feasible. It will complete necessary pavement rehabilitation as well as replace aging utilities.

Regards,

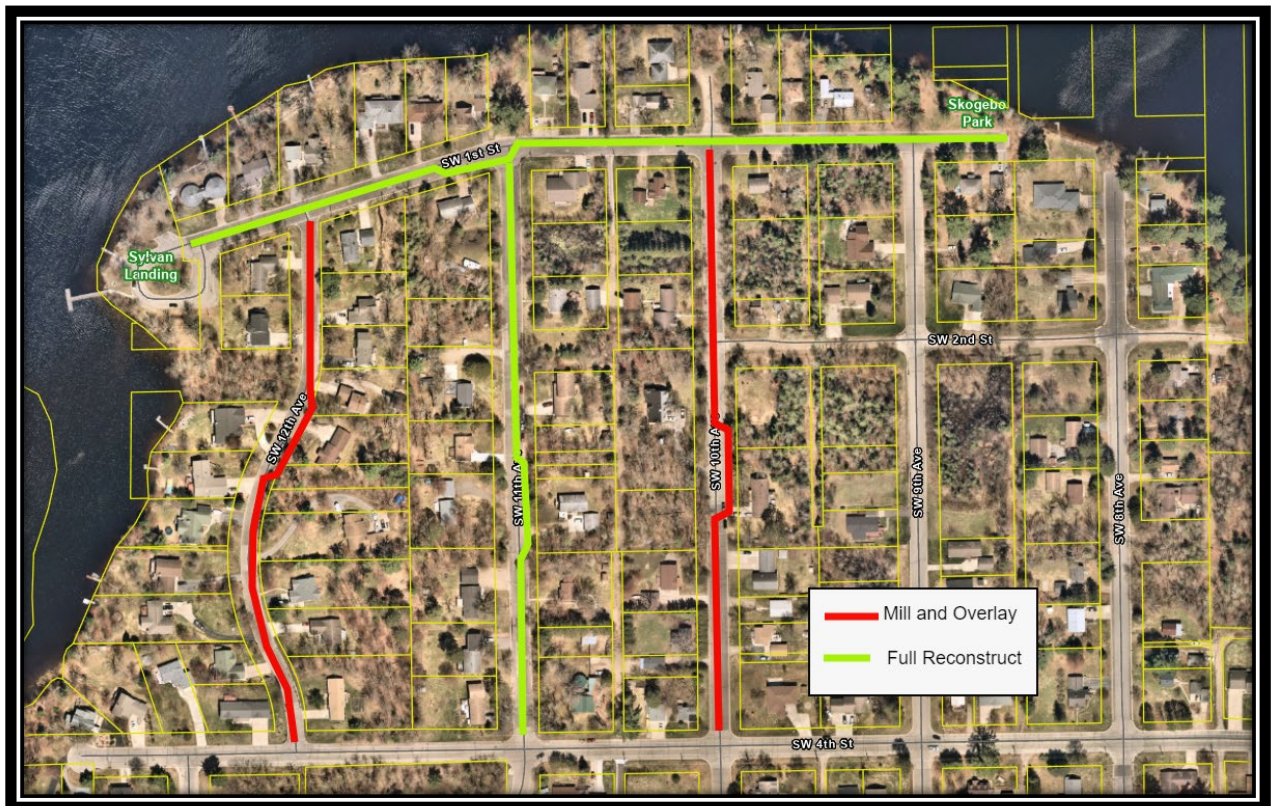


Matt Wegwerth, PE
Public Works Director / City Engineer

- Cc: Tom Pagel, City Administrator
- Barb Baird, Finance Director
- Julie Kennedy, GRPU General Manager
- Steve Mattson, GRPU Water and Sewer Department Manager

PROJECT BACKGROUND AND SCOPE

The project involves pavement rehabilitation of 12th Avenue SW, 10th Avenue SW and the full reconstruction of 11th Avenue SW and 1st Street SW. The project will include the improvements of roadway, storm sewer, sanitary sewer, water main, street lights, sidewalks, and associated appurtenances. See figure below for general location and extent of work.

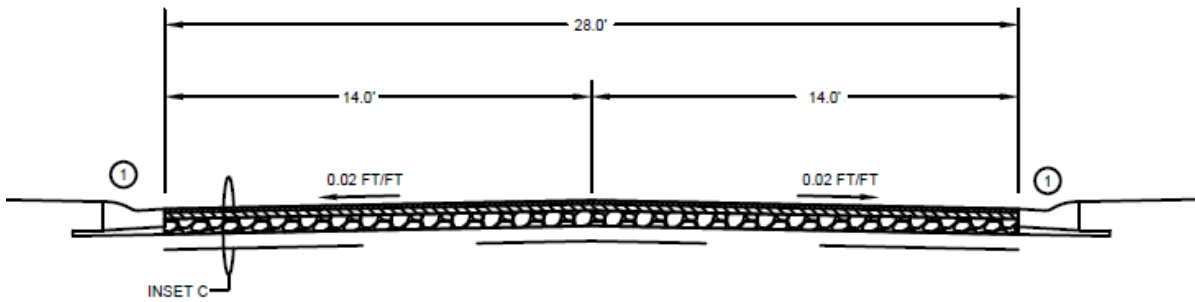


PROJECT DESCRIPTION

ROADWAY

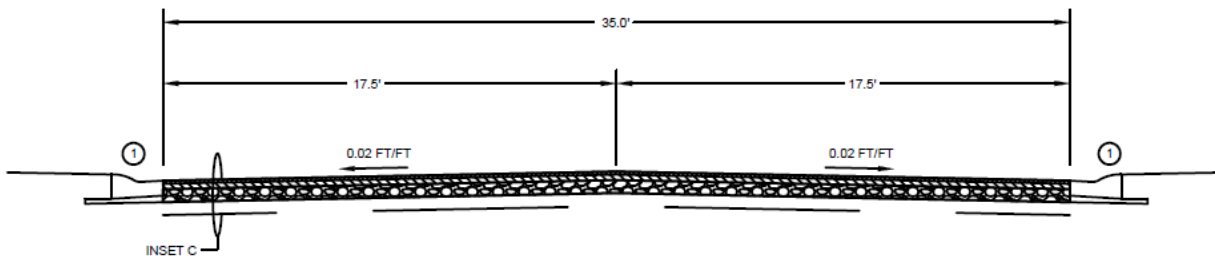
12th Avenue SW and 10th Avenue SW, The pavement on both streets will be milled/reclaimed, new aggregate base and bituminous pavement placed. 12th Avenue SW will remain 30' face to face and 10th Avenue SW will remain 37' face to face. Spot repairs to the subgrade and curb and gutter will be made as needed along with storm sewer replacement.





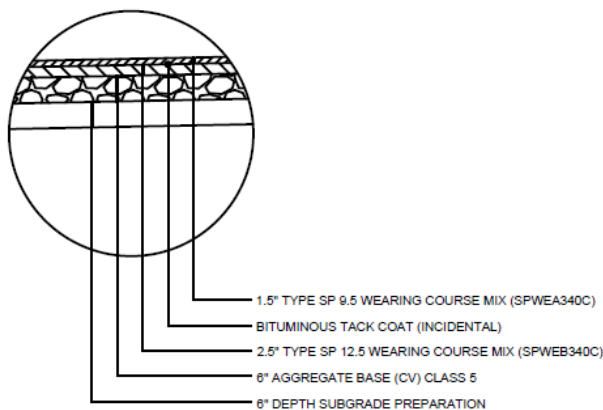
① SPOT CURB REPLACEMENT

PROPOSED PARTIAL RECONSTRUCT
(BITUMINOUS PAVEMENT AND AGGREGATE BASE)
12TH AVENUE SW



① SPOT CURB REPLACEMENT

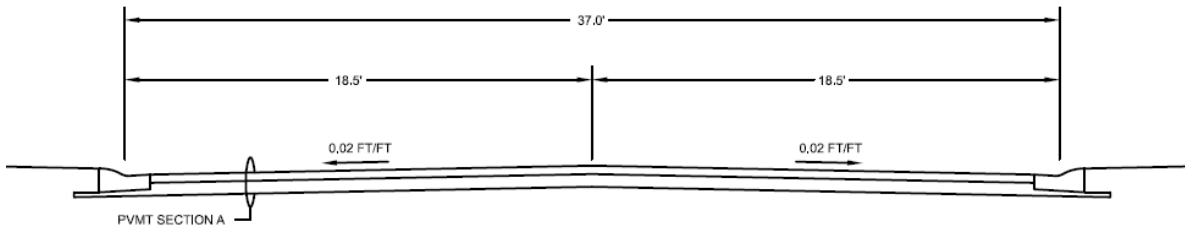
PROPOSED PARTIAL RECONSTRUCT
(BITUMINOUS AND AGGREGATE BASE)
10TH AVENUE SW



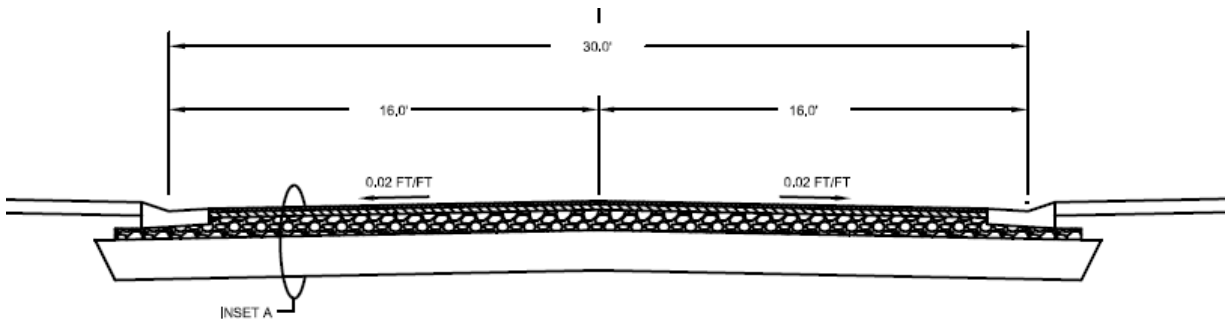
INSET C

1st Street SW and 11th Avenue SW, The pavement on both streets will be fully reconstructed after utilities are replaced. Streets will be narrowed from 37' face to face to 32' face to face to meet current standards.

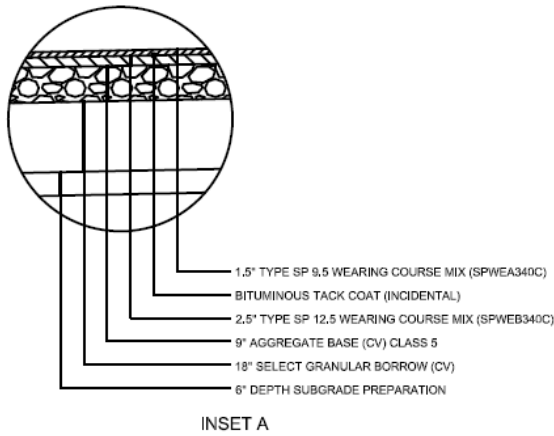




EXISTING TYPICAL SECTION
1ST STREET SW, 11TH AVENUE SW & 10TH AVENUE SW

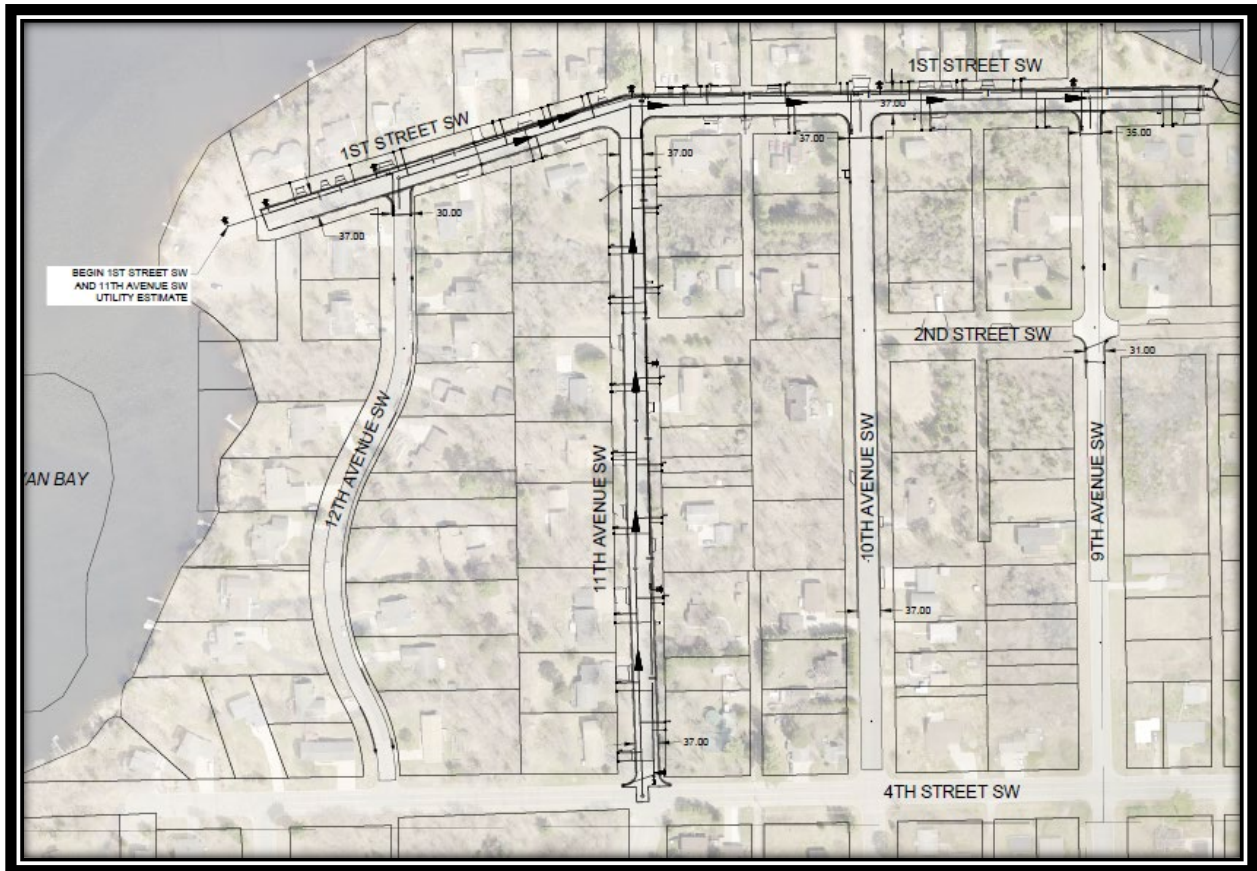


PROPOSED TYPICAL SECTION
1ST STREET SW & 11TH AVENUE SW



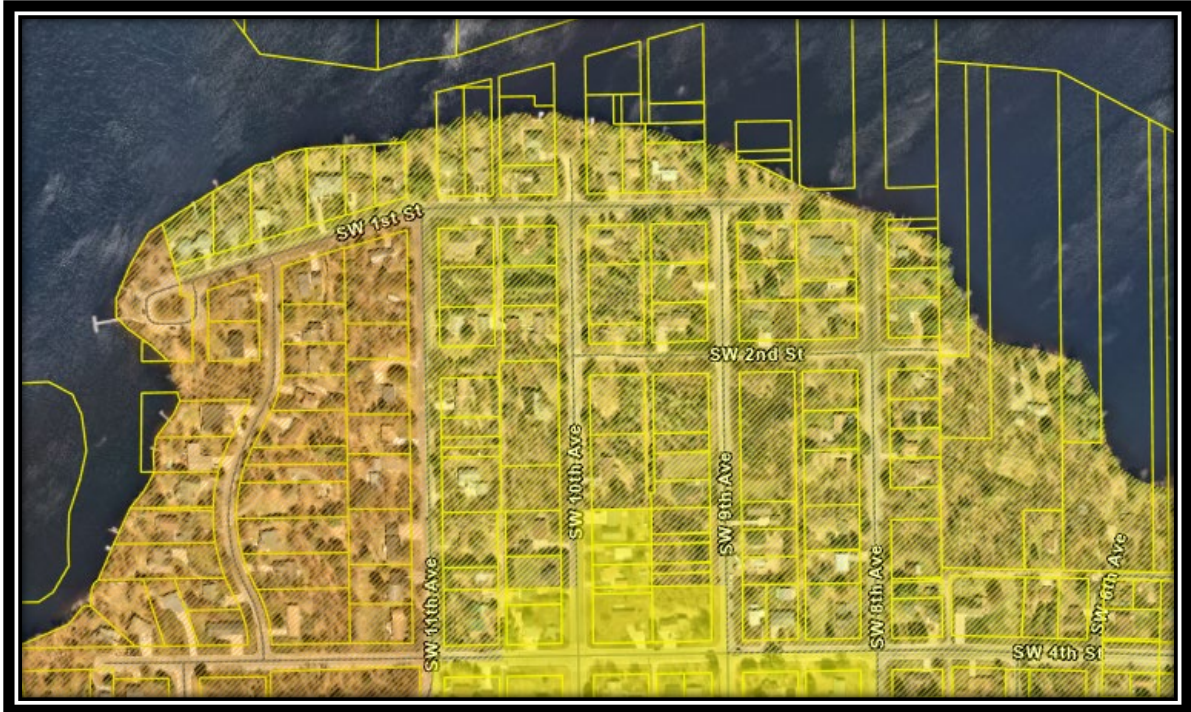
WATER MAIN AND SANITARY SEWER

Water main and sanitary sewer will be replaced on 11th Avenue SW, from 4th Street SW to 1st Street SW, and on 1st Street SW from the Sylvan Landing to 9th Avenue SW. See below for proposed locations.



ZONING

The zoning within the project area is a mix of Shoreland One-Family Residence, One and Two-Family Residence and Shoreland One and Two-Family Residence, See zoning maps below.



- Zoning
- Shoreland One-Family Residence
 - One and Two-Family Residence
 - Shoreland One and Two-Family Residence

PUBLIC MEETINGS

A neighborhood meeting has not been held for this project. During the design phase, a public meeting will be coordinated to gather input.

PROJECT SCHEDULE

The project is tentatively scheduled to advance as follows:

Feasibility Report to council	January 9, 2023
Order Plans & Specifications	January 9, 2023
Approve Plans and Advertise for Bids	February 2023
Open Bids	March 2023
Award Contract	April 2023
Construction Begins	May 2023
Substantial Completion	August 2023

PROJECT COST AND FINANCING

The project will be funded by the City of Grand Rapids and the Grand Rapids Public Utilities. The City no longer specially assesses for reconstruction projects.

The Engineering Departments opinion of cost for City Project 2015-1 is as follows:

Opinion of Cost

Construction Cost	\$3,233,634
10% Contingency	\$323,363
Engineering	\$646,727
Legal/Publishing/Easement	\$5,000
Administration	\$64,673
Cost of Issuance	\$129,345
Arts and Culture	\$48,505
Total Project Cost	\$4,451,246

This project will be financed as follows:

Proposed Financing

GRPU – Sanitary	\$814,878
GRPU – Water	\$1,004,455
GRPU - Street	\$684,081
G.O. Bonding	\$1,947,833
Total	\$4,451,246

PROJECT NEED

The roadways and utilities have reached the point of needing to be replaced. The Engineering Department supports the improvements as described in this report.

COST EFFECTIVENESS

The materials and methods that will be employed to construct these improvements have been proven to be a cost effective means by which to provide adequate pavements and utility mains.

APPENDIX A -Detailed Project Costs

Project Cost			
Construction Cost	\$3,233,634	Street Lighting	
10% Contingency	\$323,363	Construction Cost	\$70,300
Engineering	\$646,727	Non- Construction	\$26,471
Legal/Publishing/Easement	\$5,000	Total Storm Sewer	\$96,771
Administraion	\$64,673		
Cost of Issuance	\$129,345	Sanitary Sewer Main	
Arts and Culture	\$48,505	Construction Cost	\$591,973
Total Project Cost	\$4,451,246	Non- Construction	\$222,905
% Non-Construction	37.65%	Total Sanitary - GRPU	\$814,878
Streets		Water Main	
Construction Cost	\$1,028,749.50	Construction Cost	\$729,692
Non- Construction	\$387,372	Non- Construction	\$274,763
Total Streets	\$1,416,121	Total Water Main	\$1,004,455
Storm Sewer		GRPU Streets	
Construction Cost	\$315,965	Construction Cost	\$496,954
Non- Construction	\$118,975	Non- Construction	\$187,126
Total Storm Sewer	\$434,940	Total Water Main	\$684,081



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 9, 2023

AGENDA ITEM: Consider approving a Supplemental Letter Agreement with SEH related to CP 2015-1

PREPARED BY: Matt Wegwerth

BACKGROUND:

CP 2015-1, Sylvan Bay Overlays and Utilities, includes pavement reconstruction and utility replacement on 1st Street SW, 12th Avenue SW, 11th Avenue SW and 10th Avenue SW.

Attached proposal is for design and construction services.

Design Services - \$226,354.38

Construction Services - \$242,522.55

Miscellaneous Services - \$5,000

REQUESTED COUNCIL ACTION:

Make a motion approving a Supplemental Letter Agreement with SEH related to CP 2015-1

Supplemental Letter Agreement No. 2015-1 Phase 1

January 9, 2023

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

RE: Sylvan Bay
City Project 2015-1 Phase 1

Dear Mayor Christy,

City Project 2015-1 Phase 1 includes 12th Avenue SW and 11th Avenue SW from 4th Street SW to 1st Street SW, and from Sylvan Bay landing and all of 1st Street SW. 12th Avenue SW would include a partial reconstruct, 11th Avenue SW and 1st Street SW would include a full reconstruct and new utilities including water, sanitary sewer, and storm sewer. 11th Avenue SW may also include a sidewalk. 10th Avenue SW from 4th Street SW to 1st Street SW will be included as an Add Alternate as a partial reconstruct.

The City Engineer has requested that we prepare this Supplemental Letter Agreement (SLA) for the design and construction administration of the project area for your consideration. Our estimated work scope and fees for this project are listed below.

SEH Work Scope

The services included in this SLA are for design, construction services, and miscellaneous services as listed in accordance with the Master Engineering Services Contract between The City of Grand Rapids (“Client”) and Short Elliott Hendrickson Inc. (“Consultant”), effective January 4, 2021

Project Schedule

Accept Feasibility Report	January 2023
Council orders plans and specifications	January 2023
Council approves plans and specifications and authorizes bid	March 2023
Advertise in Herald Review (GR – official newspaper)	March/April 2023
Bid opening	May 2023
Council considers award of contract	May/June 2023
Construction	Summer 2023
Substantial completion	September 2023

Fee Schedule

The fees for design will be as listed in the Master Engineering Services Contract for a Reconstruction Project (design fee = 7.0% of low construction bid, construction administration fee =7.5% of actual construction cost). The current estimate of the construction cost is estimated to be \$3,233,634 which equates to an estimated SEH design fee of \$226,354.38 and an estimated SEH construction administration fee of \$242,522.55.

The fees for the miscellaneous services are listed in the Master Engineering Services Agreement that is in place between the City of Grand Rapids and Short Elliott Hendrickson, Inc. (SEH) (hourly work as shown in Exhibit "B"). The estimated fee for this work is \$5,000.00.

In accordance with the Master Engineering Services Contract between The City of Grand Rapids ("Client") and Short Elliott Hendrickson Inc. ("Consultant"), effective January 4, 2021, this Supplemental Letter Agreement dated December 19, 2022 authorizes and describes the scope and schedule for the Consultant's work on the project described.

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

Sincerely,
Short Elliott Hendrickson Inc.



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

City of Grand Rapids Authorization:

Kim Johnson-Gibeau
City Clerk

Dale Christy
Mayor of Grand Rapids

C: SEH contract file

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

RESOLUTION NO.23-__

**A RESOLUTION INTENDING TO REIMBURSE EXPENDITURES FOR THE
Sylvan Bay Overlays and Utilities
City Project 2015-1**

WHEREAS, the City Council accepted the Feasibility Report for the Sylvan Bay Overlay and Utilities Project; and

WHEREAS, the construction described in the Feasibility Report is the most cost effective solution; and

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

1. Such improvement is hereby ordered as proposed in accordance with the Feasibility Report and referred to therein.
2. The City Engineer is hereby designated as the City's representative for this improvement and he or his designee shall prepare plans and specifications for the making of such improvement.
3. The City reasonably intends to make expenditures for Sylvan Bay Overlays and Utilities, City Project 2015-1, and reasonably intends to reimburse itself for such expenditures from the proceeds of debt to be issued by the city in the maximum principal amount of \$1,947,833.
4. The Council shall let the contract for all or part of such improvement, or otherwise as authorized by Minn. Stat. 429.041, subd. 2, no later than January 9th, 2024.

Adopted by the Council this 9th day of January, 2023.

Dale Christy, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 9, 2023

AGENDA ITEM: Consider adopting a resolution approving reimbursement of expenditures for CP 2015-1, Sylvan Bay Overlays and Utilities

PREPARED BY: Matt Wegwerth

BACKGROUND:

CP 2015-1, Sylvan Bay Overlays and Utilities, includes pavement reconstruction and utility replacement on 1st Street SW, 12th Avenue SW, 11th Avenue SW and 10th Avenue SW.

In order to bond for the City's share of the project, a reimbursement resolution is necessary.

The City's share is \$1,947,833.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution approving reimbursement of expenditures for CP 2015-1, Sylvan Bay Overlays and Utilities



APPLICATION FOR CITY BOARDS AND COMMISSIONS

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

Personal Information:

Name: Amanda Lamppa	Date: 1.4.2023
Address: [REDACTED]	Day Phone: [REDACTED]
Employer: IEDC	Evening [REDACTED]
Occupation: Project Manager	E-Mail alamppa@itascadv.org

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

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

Do you have special qualifications that you feel would help you be particularly effective on a City Board or Commission? (i.e. work experience, volunteer experience, education, hobbies, etc?) **I have served and or worked on various Arts boards for 2 decades- likewise have a passions for making grand rapids look & feel be unique**

How did you become interested in serving on a Board or Commission?
natural tendency to get involved in arts and beautification of assets

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

If yes, to whom and how are you related? _____

Are you a Resident or Non-Resident ?

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

YES NO If yes, please explain: 801 SW 5th Ave has been my home for over 20 years

Data Authorization:

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

Home Phone # 218.259.6611

Work Phone# 218.328.8352

Cell Phone # 218.259.6611

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

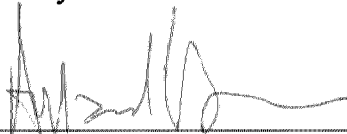
This authorization shall be modified or cancelled only upon written notice to the City Clerk, City of Grand Rapids.

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

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

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

1/4/20
Date


Signature