



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

CITY COUNCIL MEETING AGENDA
Monday, February 27, 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, February 27, 2023 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

1. Approve Council minutes for Monday, February 13, 2023 Worksession and Regular meetings, summary for Monday, February 13, 2023 Closed meeting and Tuesday, February 21, 2023 Special meeting.

VERIFIED CLAIMS:

2. Approve the verified claims for the period February 7, 2023 to February 21, 2023 in the total amount of \$849,765.57.

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

3. Review and acknowledge minutes for boards and commissions:
 - ~ January 3, 2023 Arts & Culture meeting
 - ~ January 20, 2023 Golf Board meeting
 - ~ January 25, 2023 PUC meeting
 - ~ January 25, 2023 Human Rights meeting
 - ~ January 26, 2023 GREDA meeting

CONSENT AGENDA:

4. Consider entering into a Fireworks Display Agreement with J&M Displays for a Fireworks Show to take place on July 4, 2023.
5. Consider approving amendment 5 to the cemetery sexton agreement with the City of Cohasset
6. Consider entering into Advertising Agreements with businesses at the IRA Civic Center.

- [7.](#) Consider adopting a resolution approving budgeted transfers from the General Fund to Special Revenue Funds-Domestic Animal Control Facility and Central School.
- [8.](#) Consider adoption of a resolution authorizing an application to the IRRR Development Infrastructure Grant program for the Forest Lake Redevelopment Project
- [9.](#) Consider adopting a resolution to authorize an operating transfer from the Capital Project Fund-Permanent Improvement Revolving Fund to the Capital Project Fund-General Capital Improvement Projects.
- [10.](#) Consider depositing the sum of \$3,623 of unclaimed currency that was originally turned into Grand Rapids Police Department.
- [11.](#) Consider adopting a resolution authorizing an operating transfer.
- [12.](#) Consider change orders for the IRA Civic Center Improvement Project
- [13.](#) Consider adopting a resolution setting a public hearing on the proposed vacation of an alley and public easement.

SET REGULAR AGENDA:

ADMINISTRATION:

- [14.](#) Consider retirement of Chief of Police Steve Schaar and direct staff to initiate interviews for the position of Chief of Police

CITY COUNCIL:

- [15.](#) Consider appointments to Boards and Commissions.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR MARCH 13, 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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CITY COUNCIL WORKSESSION MINUTES
Monday, February 13, 2023
4:00 PM

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

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

STAFF: Tom Pagel, Chad Sterle, Laura Pfeifer

BUSINESS:

1. Legislative Updates ~ Loren Solberg

Loren Solberg provides update on current Legislative session and the status of City priorities.

REVIEW OF REGULAR AGENDA:

Upon review, item #22a is added to consent. No other changes or additions are noted.

There being no further business, the meeting adjourned at 4:25 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF
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CITY COUNCIL CLOSED MEETING SUMMARY
Monday, February 13, 2023
4:00 PM

Mayor Christy called the meeting to order at 4:27 PM.

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

STAFF: Chad Sterle, Kimberly Gibeau

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

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

BUSINESS:

1. Conduct annual performance review Tom Pagel, City Administrator.

Council conducted discussion regarding the performance review of City Administrator Tom Pagel. A follow up meeting will be held Monday, February 27, 2023.

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

There being no further business, the meeting adjourned at 5:11 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF
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CITY COUNCIL MEETING MINUTES
Monday, February 13, 2023
5:00 PM

Mayor Christy called the meeting to order at 5:16 PM.

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

STAFF: Tom Pagel, Chad Sterle, Chery Pierzina, Laura Pfeifer, Will Richter, Rob Mattei, Kevin Ott

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

COUNCIL REPORTS:

Mayor Christy expresses condolences to Trast Family. Also noted that he attended ASV celebration for proposed expansion and Governors award.

Councilor Adams provides updates on recent events include Special Olympics, ALS fundraiser ride.

APPROVAL OF MINUTES:

1. Approve Council minutes for Monday, January 23, 2023 Regular meeting.

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

VERIFIED CLAIMS:

2. Approve the verified claims for the period January 18, 2023 to February 6, 2023 in the total amount of \$1,461,268.22.

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

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

3. Reviewed and acknowledged:
 - ~ October 20, 2022 PCA Board meeting
 - ~ December 14, 2022 Library Board meeting

- ~ December 28, 2022 Human Rights meeting
- ~ January 11, 2023 Library Board meeting
- ~ January 11, 2023 PUC meeting
- ~ January 12, 2023 GREDA meeting

CONSENT AGENDA:

4. Consider a request by the police department to accept a grant from USPCA AKC Reunite Adopt a K9 Cop in the amount of \$7500.00 and consider adopting a resolution to accept the same.

Adopted Resolution 23-07

5. Consider adopting a resolution supporting a request for funding from the Corridors of Commerce program

Adopted Resolution 23-08

6. Consider approving the General Liability insurance coverage through the League of Minnesota Cities Insurance Trust.
7. Consider approving the purchase of an electronic message board
8. Consider approving the plans and specifications and ordering the advertisement for bids for CP 2015-1, Sylvan Bay Overlays and Utilities.
9. Consider approving a commitment letter to the EV Smart program
10. Consider approving the plans and specifications and ordering the advertisement for bids for AP 2023-4, North Hangar Utilities
11. Consider Voiding Lost Accounts Payable Check and Issue a Replacement Check
12. Consider approving Temporary Liquor permit for IEDC event, scheduled for March 3, 2023.
13. Consider Amending Golf/Concession Contract
14. Consider accepting the resignation of Brian Olds from the part-time position of Hospital Security Officer
15. Consider hiring temporary Library employees through Personnel Dynamics
16. Considering authorizing staff to apply for a HMEP grant from the Minnesota Department of Public Safety and MBFTE
17. Consider authorizing Encompass Inc. to obtain quotes for the exterior repair of the Grand Rapids Library.
18. Consider authorizing the Fire Department to purchase a utility trailer from L&M Fleet Supply for our Hazmat Polaris Ranger.

19. Consider a proposal from Braun Intertec for special inspection and testing services on the IRA Civic Center Project
20. Consider change orders for the IRA Civic Center Improvement Project
21. Consider adopting a resolution accepting a donation of 20 SCBA bottles from Cohasset Fire Department to the Grand Rapids Fire Department.

Adopted Resolution 23-09

22. Consider adopting an ordinance repealing Chapter 2, Article 2, Division 2-V-3, Recreation, Parks and Civic Center Advisory Board and adopt the following new ordinance Chapter 5, Civic Center Advisory Board

Adopted City Ordinance 23-02-01

- 22a. Consider approving Agreement and Authorization for Access to the Employer Reporting and Information System for PERA.

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

SET REGULAR AGENDA:

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

ADMINISTRATION:

23. Consider hiring Sean Smallen as Police Officer

Motion made by Councilor MacGregor, Second by Councilor Sutherland to appoint Sean Smallen to the position of Police Officer as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

PUBLIC HEARINGS: (scheduled to begin no earlier than 5:30 PM)

24. Conduct a public hearing to consider a property tax abatement for certain property in the City and approving a Tax Abatement Agreement with Yanmar Compact Equipment North America, Inc.

Mr. Mattei provided background on project, plans and timeline for expansion, projected increase in employment and tax abatement information.

Rebecca Kurtz, Ehlers representative, is present for questions.

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

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

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

COMMUNITY DEVELOPMENT:

25. Consider adopting a resolution granting a property tax abatement for certain property in the City and approving a Tax Abatement Agreement with Yanmar Compact Equipment North America, Inc.

Motion made by Councilor Connelly, Second by Councilor Adams to adopt **Resolution 23-10** granting a property tax abatement for certain property in the City and approving Tax Abatement Agreement with Yanmar Compact Equipment North America Inc. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

There being no further business, the meeting adjourned at 5:55 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



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CITY COUNCIL MEETING MINUTES
Tuesday, February 21, 2023
7:30 AM

Mayor Christy called the meeting to order at 7:32 am.

PRESENT: Mayor Dale Christy, Councilor Dale Adams, Councilor Molly MacGregor

ABSENT: Councilor Tasha Connelly, Councilor Tom Sutherland

STAFF: Tom Pagel

CONSENT AGENDA:

1. Consider an agreement for a performance at GR Riverfest
2. An Agreement between the City and KAXE for GR Riverfest

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

There being no further business, the meeting adjourned at 7:41 am.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk

DATE: 02/23/2023
 TIME: 12:27:48
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 02/27/2023

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
CITY WIDE		
0715808	GOVCONNECTION INC	20.22
1915248	SHI INTERNATIONAL CORP	1,246.50
TOTAL CITY WIDE		1,266.72
ADMINISTRATION		
1920065	STAR TRIBUNE	251.58
TOTAL ADMINISTRATION		251.58
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM SERVICES	52.89
1901535	SANDSTROM'S INC	578.34
2018680	TRU NORTH ELECTRIC LLC	1,627.52
TOTAL BUILDING SAFETY DIVISION		2,258.75
COMMUNITY DEVELOPMENT		
0914717	INT'L CODE COUNCIL	270.00
TOTAL COMMUNITY DEVELOPMENT		270.00
COUNCIL/COMMISSION/BOARDS		
1801500	RAMS	950.00
TOTAL COUNCIL/COMMISSION/BOARDS		950.00
FINANCE		
1309178	MINNESOTA GFOA TREASURER	210.00
1309330	MINNESOTA SOCIETY OF CPA'S	355.00
1805195	REDPATH AND COMPANY, LLC	13,619.52
TOTAL FINANCE		14,184.52
FIRE		
0118100	ARAMARK UNIFORM SERVICES	27.56
1200500	L&M SUPPLY	221.19
1301014	MACQUEEN EMERGENCY GROUP	126.59
1301015	MACQUEEN EQUIPMENT INC	2,397.31
TOTAL FIRE		2,772.65

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/27/2023

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
PUBLIC WORKS		
0104799	ADVANCED SERVICES INC	252.00
0112450	ALL FLAGS, LLC	474.85
0121721	AUTO VALUE - GRAND RAPIDS	46.54
0301685	CARQUEST AUTO PARTS	4.78
0315455	COLE HARDWARE INC	175.80
0601690	FASTENAL COMPANY	291.94
0609305	FIGGINS TRUCK & TRAILER REPAIR	206.27
0800040	H & L MESABI	1,702.00
0914200	INDUSTRIAL LUBRICANT COMPANY	517.92
1301213	MARTIN'S SNOWPLOW & EQUIP	320.51
1315690	MORTON SALT	2,159.19
1421155	NUCH'S IN THE CORNER	168.00
1421700	NUSS TRUCK GROUP INC	3,318.10
1903554	SCOTT'S AUTO ELECTRIC INC	30.00
2015600	TOPIARY ART WORK	1,403.28
2305453	WESCO RECEIVABLES CORP	9,464.00
	TOTAL PUBLIC WORKS	20,535.18
FLEET MAINTENANCE		
0121721	AUTO VALUE - GRAND RAPIDS	411.98
0301685	CARQUEST AUTO PARTS	60.94
1301720	MATCO TOOLS	68.20
1309725	MITCHELL1	1,788.00
1415030	NAPA SUPPLY OF GRAND RAPIDS	120.23
1801615	RAPIDS WELDING SUPPLY INC	103.62
	TOTAL FLEET MAINTENANCE	2,552.97
POLICE		
0121721	AUTO VALUE - GRAND RAPIDS	197.99
0301685	CARQUEST AUTO PARTS	163.77
0421470	DSC COMMUNICATIONS	930.00
1309332	MN STATE RETIREMENT SYSTEM	630.52
1605665	PERSONNEL DYNAMICS LLC	352.35
1618125	PRAXAIR DISTRIBUTION INC	91.91
1920233	STREICHER'S INC	3,219.48
1925500	SYMBOL ARTS, LLC	1,349.50
	TOTAL POLICE	6,935.52
RECREATION		
0104799	ADVANCED SERVICES INC	168.00

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INVOICES DUE ON/BEFORE 02/27/2023

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
RECREATION		
TOTAL RECREATION		168.00
CENTRAL SCHOOL		
0118100	ARAMARK UNIFORM SERVICES	55.73
1911545	SKOGLUND ELECTRIC LLC	250.00
TOTAL		305.73
AIRPORT		
0315455	COLE HARDWARE INC	69.54
0504825	EDWARDS OIL INC	1,394.10
1209735	LITTLE FALLS MACHINE INC	111.87
1301015	MACQUEEN EQUIPMENT INC	287.34
TOTAL		1,862.85
CIVIC CENTER		
GENERAL ADMINISTRATION		
0118100	ARAMARK UNIFORM SERVICES	121.92
0221650	BURGGRAF'S ACE HARDWARE	652.83
0315455	COLE HARDWARE INC	3.00
1200855	LVC COMPANIES INC	382.35
1201430	LAKE SUPERIOR CUTTING EDGE LLC	200.00
1901535	SANDSTROM'S INC	1,598.32
TOTAL GENERAL ADMINISTRATION		2,958.42
STATE HAZ-MAT RESPONSE TEAM		
1415480	NORTHERN HEALTH & FITNESS PLUS	3,698.00
TOTAL		3,698.00
DOMESTIC ANIMAL CONTROL FAC		
0118100	ARAMARK UNIFORM SERVICES	30.00
TOTAL		30.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/27/2023

VENDOR #	NAME	AMOUNT DUE

GO RFDG BONDS 2017B		
0508450	EHLERS AND ASSOCIATES INC	3,750.00
	TOTAL	3,750.00
AIRPORT CAPITAL IMPRV PROJECTS		
AP 2023-4 HANGAR UTILITIES		
0218115	BRAUN INTERTEC CORPORATION	2,285.00
	TOTAL AP 2023-4 HANGAR UTILITIES	2,285.00
2021 INFRASTRUCTURE BONDS		
CP2020/FD-1 NEW FIRE HALL		
0102697	ABSOLUTE FIRE PROTECTION INC	16,952.00
	TOTAL CP2020/FD-1 NEW FIRE HALL	16,952.00
CIVIC CENTER CAPITAL IMP PJT		
IRA CIVIC CENTER RENOVATION		
0205640	LEAGUE OF MN CITIES INS TRUST	799.00
0218115	BRAUN INTERTEC CORPORATION	415.00
1915248	SHI INTERNATIONAL CORP	5,980.00
2008225	THELEN HEATING & ROOFING	19,000.00
	TOTAL IRA CIVIC CENTER RENOVATION	26,194.00
2023 INFRASTRUCTURE BONDS		
CP2015-1 SYLVAN BAY OVR/UTIL		
0218115	BRAUN INTERTEC CORPORATION	5,960.00
	TOTAL CP2015-1 SYLVAN BAY OVR/UTIL	5,960.00
STORM WATER UTILITY		
0914200	INDUSTRIAL LUBRICANT COMPANY	517.92
	TOTAL	517.92
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$116,659.81
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T MOBILITY	4,001.02

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/27/2023

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0104095	DALE ADAMS	77.29
0104815	ADVANTAGE SYSTEMS GROUP	74.85
0113105	AMAZON CAPITAL SERVICES	105.49
0205640	LEAGUE OF MN CITIES INS TRUST	340,705.65
0305530	CENTURYLINK QC	259.00
0315543	CONSTELLATION NEWENERGY -GAS	1,666.45
0418360	DVS RENEWAL	75.00
0718015	GRAND RAPIDS CITY PAYROLL	283,575.36
0718070	GRAND RAPIDS STATE BANK	401.53
0900060	ICTV	9,490.65
1215250	LOFFLER COMPANIES INC	472.80
1301010	MOLLY MACGREGOR	242.36
1301146	MARCO TECHNOLOGIES, LLC	212.28
1301223	PAUL MARTINETTO	60.01
1305065	MEDTOX LABORATORIES INC	26.38
1309098	MINNESOTA MN IT SERVICES	453.21
1309173	MINNESOTA DEPT OF HEALTH	300.00
1309199	MINNESOTA ENERGY RESOURCES	218.72
1309291	MN POLLUTION CONTROL AGENCY	620.00
1309304	MN DEPT OF PUBLIC SAFETY	25.00
1309335	MINNESOTA REVENUE	1,171.00
1601305	THOMAS J. PAGEL	247.80
1609230	CHERY PIERZINA	2,299.72
1621130	P.U.C.	51,732.80
2000100	TASC	31.50
2000490	TDS Metrocom	646.79
2209665	VISA	8,778.86
2209705	VISIT GRAND RAPIDS INC	20,900.10
2301700	WM CORPORATE SERVICES, INC	3,134.14
T001466	BETTY GIGANTE	1,100.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$733,105.76
TOTAL ALL DEPARTMENTS		\$849,765.57



CITY OF
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ARTS & CULTURE COMMISSION
MEETING MINUTES
Tuesday, January 03, 2023
3:45 PM

CALL TO ORDER:

The Arts & Culture Meeting was called to order at 4:05pm.

ROLL CALL:

PRESENT

Commissioner Ed Zabinski
Commissioner Jennifer Gorman
Commissioner Kari Hedlund
Commissioner Myrna Peterson

City Administrator, Tom Pagel

ABSENT

Commissioner Aaron Squadroni

PUBLIC INPUT: (if anyone wishes to address the Commission) None.

SETTING THE AGENDA:

Motion made by Commissioner Hedlund, Second by Commissioner Zabinski to add the appointment of officers for the Arts & Culture Commission as an agenda item. All in favor, motion passed.

Motion made by Commissioner Zabinski, Second by Commissioner Gorman to nominate Commissioner Hedlund as the Commission Chair. All in favor, motion passed.

Motion made by Commissioner Hedlund, Second by Commissioner Zabinski to nominate Commissioner Gorman as the Commission's Vice Chair. All in favor, motion passed.

CORRESPONDENCE: None.

APPROVE MINUTES:

1. Approve Minutes from December 6, 2022

Motion made by Commissioner Gorman and Second by Commissioner Zabinski to approve the December 6, 2022 minutes. All in favor, motion passed.

FINANCIALS:

2. Approve the Financials for December 31, 2022

Motion made by Commissioner Peterson and Second by Commissioner Zabinski to approve the Financials for Dec 31, 2022. All in favor, motion passed.

BUSINESS:

3. New Commission Members & Welcome if Approved by City Council

At this time there are a couple of applications for new Commissioners and there would be room for two more. The Commission will have an orientation for the new Commissioners that have been approved by the City Council and visit with them at the next meeting.

4. Review Mayor's Art Award

Discussion regarding time to start to solicit for the Mayor's Art Award. Possibly speak to Emily Carlson regarding a story on the award. This item will be tabled until the next meeting when the updated Mayor's Art Award Policy can be reviewed by the Commission.

5. Riverfest

The discussion focused on the Commission's involvement in this year's Riverfest event. One suggestion was for the Commission to have some type of interactive art for the event attendees. Chalk art was mentioned and it could be made into a contest, possibly judged by the audience and the winners could be given gift cards. This would be not only low cost, but open to all ages and with no pre-registration.

Once it was determined, the chalk art area could be roped off. Another suggestion was that the canvas could be black chalkboard painted plywood which could be re-used from year to year. Approximately ten sheets of plywood and black paint will need to be authorized for purchase for the contest. The Commission should also request assistance from the new staff at KAXE.

UPDATES:

6. Pokegama Band Map

Commissioner Zabinski will follow through with the Pokegama Band Map and he will bring a report for the next meeting.

7. Review RFP's for Neighborhood Art

City Administrator Tom Pagel handed out the "Call for Artists" Request for Proposals for the Neighborhood Art Project. Commissioner Squadroni, who is not present this evening is requested to add more description to "The Sculpture Project" on page 2.

The Neighborhood Art Project from start to its completion will be approximately a year and a half. The Call for Artists, RFP, will go out in March and we will select about three that we'll give about 5 months for them to give us their design. This will be Phase 1. The challenge for the artists is to highlight what they've done and whether it would be a good fit for the selection criteria. The Commission can have engagement and discussion with them during the selection process.

ANNOUNCEMENTS:

Commissioner Zabinski will not be at the next meeting.

New Commission members may be approved as late as Jan 23rd 2023, and may be in attendance.

Commissioner Peterson wanted to reiterate what the Commission's role would be at Riverfest, to promote and assist with the funding of Live and Engaging Art as it will be a Community Art Event.

Also, Commissioner Peterson added that Jim Kaigle won the "GoMarti" Song Contest, who is a local resident.

SET AGENDA FOR NEXT MEETING:**BUSINESS:**

3. Welcome New Commission Members
4. Review Mayor's Art Award Policy and Scoresheet
5. Riverfest

UPDATES:

6. Pokegama Band Map
7. Review the Final RFP for the Neighborhood Art

ADJOURN:

Motion by Commissioner Gorman and Second by Commissioner Zabinski to adjourn at 4:45pm. All in favor, motion passed.

Respectfully submitted by Cynthia Lyman



GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

Thursday, January 26, 2023
4:00 PM

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Economic Development Authority will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Thursday, January 26, 2023 at 4:00 PM.

CALL TO ORDER

CALL OF ROLL

PRESENT

Commissioner Al Hodnik
Commissioner Mike Korte
President Sholom Blake
Commissioner Tasha Connelly
Commissioner Wayne Bruns
Commissioner Tom Sutherland

ABSENT

Commissioner Cory Jackson

SETTING OF THE REGULAR AGENDA - *This is an opportunity to approve the regular agenda as presented, or to add/delete an agenda item by a majority vote of the Commissioners present .*

APPROVE MINUTES

1. Consider approval of the minutes from the January 12th, 2023 regular meeting.

Motion by Commissioner Connelly, second by Commissioner Bruns to approve the minutes from the January 12th, 2023 regular meeting. The following voted in favor thereof: Hodnik, Blake, Bruns, Korte Connelly, Sutherland. Opposed: None, passed unanimously.

APPROVE CLAIMS

2. Consider approval of claims in the amount of \$32,835.24

Motion by Commissioner Hodnik, second by Commissioner Connelly to approve the claims in the amount of \$32,835.24. The following voted in favor thereof: Sutherland, Connelly, Korte, Bruns, Blake, Hodnik. Opposed: None, passed unanimously.

BUSINESS

3. Overview and update regarding proposed Sanford Fairview merger - Jean MacDonell, Pres. & CEO Fairview Range & Grand Itasca

Jean MacDonell, President and CEO of Fairview Range and Grand Itasca provided an update on the potential merger between Sandford and Fairview. There have information sessions for the public in Bemidji, St. Paul and Worthington. There will be a session next Tuesday in Grand Rapids at the Reif Center at 6:00 the public is encouraged to attend. Some of the concerns with the merger are the loss of jobs, keeping jobs local and the ability for doctors to still refer patients to Duluth. At this point a time has not been set for the merger to be completed.

UPDATES

4. Downtown Plan Update - Stephanie Falkers, SRF Consulting and Janna King, Economic Development Services

Janna King provided a power point presentation highlighting the feedback received from the public regarding what they would to see in the downtown, concerns they have about the downtown and ways to make it a destination. There were two public meetings and a stakeholders meeting which were very well attended. There will be another public meeting when the new downtown plan has been finalized.

ADJOURN

There being no further business the meeting adjourned a 5:11 p.m.

MEMBERS & TERMS

Tom Sutherland - 12/31/2023

Tasha Connelly - 12/31/2023

Cory Jackson - 3/1/23

Mike Korte - 3/1/24

Wayne Bruns - 3/1/25

Sholom Blake - 3/1/25

Al Hodnik - 3/1/27



**GRAND RAPIDS PUBLIC UTILITIES COMMISSION
SPECIAL
MEETING MINUTES**

Wednesday, January 25, 2023

8:00 AM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Work Session Meeting of the Grand Rapids Public Utilities Commission was held on Wednesday, January 25, 2023 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

CALL OF ROLL:

PRESENT

President Tom Stanley
Secretary Luke Francisco
Commissioner Nancy Saxhaug
Commissioner Rick Smith
Commissioner Dale Adams

Also present: Business Services Manager Jean Lane, Water/Wastewater Department Manager Steve Mattson, Administrative/HR Assistant Carrie Jo Kruger

BUSINESS:

1. Consider a motion to approve \$317,306.00 of verified claims for December 2022 and January 2023.

Motion made by Commissioner Smith, Seconded by Secretary Francisco to approve \$317,306.00 of verified claims for December 2022 and January 2023.

The motion carried by the following vote:

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

2. Commission Meeting Report Discussion

Brainstorming ideas and discussion for Commission meeting reports and how they are presented.

ADJOURNMENT:

By call of the chair, the regular meeting was declared adjourned at 9:23 AM.

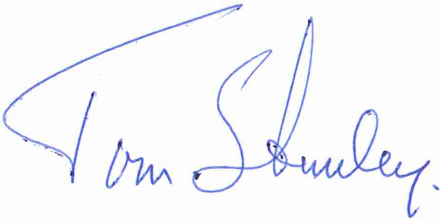
The next Regular Meeting of the Commission is scheduled for Wednesday, February 08, 2023 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

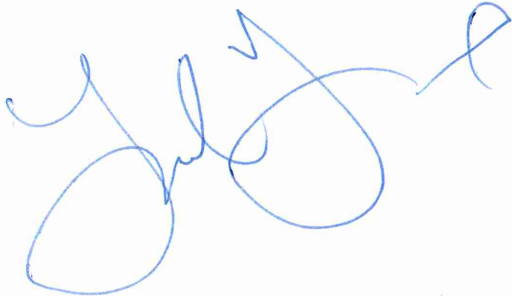
The next Special meeting/Work Session is scheduled for Wednesday, February 22, 2023 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The GRPUC has adopted a Meeting Protocol Policy, which informs attendees of the GRPUC's desire to conduct meetings in an orderly manner which welcomes all civil input from interested parties. If you are unaware of the policy, please contact our office at 218-326-7024 and we will provide you with a copy of the policy.

Respectfully submitted:


Carrie Jo Kruger, Administrative/HR Assistant







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

POKEGAMA GOLF COURSE BOARD MEETING MINUTES

Friday, January 20, 2023

7:30 AM

CALL TO ORDER: Pursuant to due notice and call thereof, a Special Board Meeting of the Pokegama Golf Course Board will be held on Friday, January 20, 2023 at 7:30 AM at Pokegama Golf Course, 3910 Golf Course Road, Grand Rapids, Minnesota. Pat called the meeting to order at 7:30AM.

ROLL CALL: Kelly Kirwin, Bob Cahill, Pat Pollard, 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.) Rick made a motion to accept as presented. Kelly second. Motion Carried.

APPROVE MINUTES:

1. Approve Golf Board Minutes for December 2022 Golf Board Meeting. Rick made a motion to approve the Minutes. Kelly Second. Motion Carried

CLAIMS AND FINANCIAL STATEMENTS:

2. A review of the financials took place. Kelly made a motion to approve the claims in the amount of \$30,065.04. Rick Second. Motion Carried.

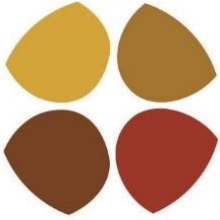
VISITORS: No visitors today

REPORTS: Bob Cahill Report: Year-end left us in a strong financial position. Happy to report it was another great year. The Trackman is going well, but a little slower so far. We expect this to pick-up now in the next few months. The Titleist rep and Ping rep are coming soon. New cameras are being installed.

CORRESPONDENCE AND OPEN DISCUSSION:

ADJOURN: At 7:40AM, Motion made by Rick. Second by Kelly. Motion Carried.

Minutes respectfully submitted by Kelly Kirwin



CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION MEETING MINUTES

Wednesday, January 25, 2023
4:00 PM

MISSION STATEMENT

The Mission of the Grand Rapids Human Rights Commission is to promote a community of harmony and respect for the rights and dignity of all.

CALL TO ORDER: Pursuant to due notice and call thereof, the Human Rights Commission will hold a regular meeting on Wednesday, January 25, 2023 at 4:00 PM in City Hall Council Chambers at 420 North Pokegama Avenue, Grand Rapids, Minnesota.

The meeting was called to order at 4:04pm.

ROLL CALL:

PRESENT

Commissioner Angella Erickson
Commissioner Bernadine Joselyn
Commissioner Doug Learmont
Commissioner, City Councilor Tasha Connelly
Commissioner Edward Krumpotich
Commissioner Amanda Lussier

City Attorney Chad Sterle

ABSENT

Commissioner Ashley Goodman
Commissioner Joan Gunderman

PUBLIC INPUT (if anyone wishes to address the Commission):

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 Commission members present.)

Motion made by Commissioner Joselyn, second by Commissioner Krumpotich to add Protective Class Media Posts to the Agenda. All in favor, motion passed.

PRESENTATION:

1. Monthly Speaker: January

None, but Commissioner Joselyn suggested that Seraphia Gravelle, who is at VEMA, Voices for Ethnic and Multicultural Awareness, could possibly come to be the monthly speaker in February. She could turn in an invoice for transportation and/or childcare to the city for reimbursement. There was also a suggestion that the Commission could view the Voices of Grand Rapids Event from a year ago for the race protected class.

APPROVE MINUTES:

Item 3.

2. Approve December 28, 2022 Minutes

Motion made by Commissioner Joselyn, second by Commissioner Connelly to accept the December 28, 2022 Minutes. All in favor, motion passed.

FINANCIALS:

3. Review Financials

The Commission reviewed the financials for the end of the year, December 2022.

BUSINESS:

4. Election of Officers

Nominations were taken from the floor and Commissioner Krumpotich was nominated for the Commission Chair.

Motion was made by Commissioner Erickson and Second by Commissioner Joselyn to nominate Commissioner Krumpotich as Commission Chair. All in favor, motion passed.

Nominations were taken from the floor and Commissioner Erickson and Commissioner Learmont were nominated as Commission Vice Chairs. Commissioner Learmont declined the nomination.

Motion was made by Commissioner Krumpotich and Second by Commissioner Joselyn to nominate Commissioner Erickson as Commission Vice Chair. All in favor, motion passed.

5. Introduction of New City Councilor to the Commission

There was no change to the appointment from the City Council to the Commission. City Councilor Connelly will continue to serve on the Human Rights Commission.

6. City Email

There are no issues with the City email.

UPDATES:

7. Human Rights Awareness Day - Recap

Discussion by the Commission regarding the Human Rights Awareness Day. There is one teacher still interested in having the presentation from the Commission for the 3 or 4 sections of their World History Class. The work group will continue tuning their presentation and check on scheduling with the teacher at ISD 318.

In order to have any form of press on the presentations, the ISD 318 would need to be contacted. It would all depend on their policies and procedures in order to move forward with any press idea. Commissioner Erickson would like to propose that after the second round of presentations, that the work group draft a letter to the ISD 318 Superintendent to arrange some form of press for the presentation.

Also, discussed was asking for someone to fill in for the presentation since Commissioner Gunderman will possibly be absent. Commissioner Lussier volunteered to assist with the presentation.

Item 3.

8. 2023 Workplan Finalization

Discussion from the Workplan of how does the Commission move forward with the protective classes. Questions were raised as to what is the education standpoint, the intent of having the monthly highlighted speakers and getting the public involved. It was said that the monthly speakers are a platform to highlight issues and that it reverts back to the Commission's mission statement.

The discussion then emphasized identifying work groups according to the WorkPlan. These work groups would assist with the Commission's focus to reaching out ahead of time to partner for upcoming events such as Indigenous People's Day and the Human Rights Awareness Day.

Here are the work groups that will parallel the Workplan:

Community Events: Commissioners Joselyn, Lussier & Erickson

Data and Demographics: Commissioners Erickson, Krumpotich & (Learmont-?)

Programming & Presentations: Commissioners Joselyn, Krumpotich & Erickson

Motion made by Commissioner Erickson and second by Commissioner Joselyn to adopt the 2023 Workplan. All in favor, motion passed.

9. Added Agenda Item Protective Class Media Post

The protective class media posts would consist of using the fliers created by Commissioner Erickson last year. The Commission would like to post and then rotate these on a monthly basis on the city's website and social media account, facebook and possibly the library's social media page.

Motion made by Commission Chair Krumpotich and second by Commissioner Lussier to approve the monthly protective class postings for the city webpage and the city's other social media. All in favor, motion passed.

CALLS/COMPLAINTS/INQUIRIES:

None

SET AGENDA FOR NEXT MEETING:

BUSINESS:

4. Work Groups

5. Web-based Posts: Monthly Protected Class

UPDATES:

6. Human Rights Awareness Day

ADJOURN:

Adjourn at 5:00pm.

Respectfully submitted by Cynthia Lyman



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 13, 2023

AGENDA ITEM: Consider entering into a Fireworks Display Agreement with J&M Displays for a Fireworks Show to take place on July 4, 2023.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

This is the same company we have hired for the past several years. We are planning to hold the event at Pokegama Golf Course on Tuesday, July 4, 2023. The Agreement for \$20,000 is attached for your review. We are requesting funding from our partners (Harris Township, City of Cohasset, and the GPLA) to help off-set the cost.

REQUESTED COUNCIL ACTION:

Make a motion to enter into a Fireworks Display Agreement with J&M Displays for a Fireworks Show to take place on July 4, 2023.



FIREWORKS DISPLAY AGREEMENT

Item 4.

THIS AGREEMENT is made and entered into this 9th day of February, 2023, by and between J&M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and City of Grand Rapids, Minnesota, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$20,000.00 program (the "Fireworks Program") submitted to and accepted by the Buyer, and which by reference is made a part hereof as Exhibit A. The display is to take place on the evening of July 4, 2023 at approximately 10:00 p.m., weather permitting.

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

I. FIRING OF DISPLAY

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

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

- The sum of \$_____ as a down payment upon execution of this Agreement. The balance of \$_____ shall be due and payable within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½ %) per month shall be added to the unpaid balance if the account is not paid in full with the fifteen (15) days from the date of the display. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.
- \$ 20,000.00 in full by April 25, 2023 (70 days prior to the display date). The Buyer will receive 8% prepayment bonus product in this fireworks display.
- \$_____ in full by _____ (30 days prior to the display date). The Buyer will receive 5% prepayment bonus product in this fireworks display.

III. LOYALTY PROGRAM

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

IV. POSTPONEMENT/CANCELLATION

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

A governmental or municipal Buyer, who in its discretion and control, acts or adopts a restriction on public gatherings shall not be relieved of its obligations under the Force Majeure provisions of this Agreement. A Buyer who anticipates any such restriction or potential cancellation shall immediately notify and contact Seller to discuss alternative arrangements.

- d. Unless specified above: Displays postponed to an alternate date will be charged and additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date; for Displays canceled and not rescheduled within the same calendar year, Seller shall be entitled to 20% of the contract price for out-of-pocket expenses incurred in preparation for the display.

V. INSURANCE and LIMITATIONS OF LIABILITY

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

The Seller agrees to defend, indemnify, and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney's fees that

may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks for the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

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

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

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

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

SELLER

BUYER

BY: _____

BY: _____

ROLE: _____

ROLE: _____

J&M Displays, Inc.

ENTITY: _____

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 27th, 2023

AGENDA ITEM: Consider approving amendment 5 to the cemetery sexton agreement with the City of Cohasset

PREPARED BY: Matt Wegwerth

BACKGROUND:

The City of Grand Rapids and the City of Cohasset have had an agreement for cemetery sexton services since 2011. The attached amendment covers the next 3 years, 2023-2025.

REQUESTED COUNCIL ACTION:

Make a motion approving amendment 5 to the cemetery sexton agreement with the City of Cohasset

**AMENDMENT NUMBER FIVE (5)
TO
THE MUTUAL AID AGREEMENT
FOR THE CITY OF GRAND RAPIDS' PUBLIC WORKS DEPARTMENT
AND THE CITY OF COHASSET PUBLIC WORKS DEPARTMENT**

THIS AMENDMENT is entered into this ____ day of _____, 2023, by the City of Grand Rapids (“Grand Rapids”) and the City of Cohasset (“Cohasset”), neighboring municipal corporations organized and existing under the laws of the State of Minnesota.

PURPOSE

The City of Cohasset has a need for part-time cemetery sexton services and the City of Grand Rapids has the ability to provide cemetery sexton services. Both parties have previously executed a mutual aid agreement, dated November 10, 2011. On February 21, 2014, both parties agreed to Amendment Number One (1) to provide cemetery sexton services through December 31, 2014. Amendment Number Two (2) replaced the previously expired amendment and was effective January 1, 2015 through December 31, 2017. Amendment Number Three (3) followed and was effective January 1, 2018 through December 31, 2019. Amendment Number Four (4) followed and was effective January 1, 2020 through December 31, 2022. Amendment Number Five (5) will replace the recently expired amendment and be effective January 1, 2023 through December 31, 2025.

SERVICES

The services shall include but not be limited to the following:

1. Sexton shall be available to the public to identify available cemetery plots for sale.
2. Coordinate disinterments, interments and re-interments.
3. Be responsible for paperwork and communications with funeral homes or families concerned.
4. Process necessary paperwork to transfer titles on plots.
5. Communicate with Cohasset Public Works to schedule burials.
6. Be accessible for day to day cemetery management tasks.

Services not provided:

Grand Rapids shall not be responsible for digging of graves, mowing, trimming and other grounds maintenance.

FEES

Fees to provide cemetery sexton services under this amendment shall be as follows:

January 1, 2023 through December 31, 2023	\$59.51 per hour
January 1, 2024 through December 31, 2024	\$61.30 per hour
January 1, 2025 through December 31, 2025	\$63.14 per hour

Fees for services shall be invoiced to the City of Cohasset on a monthly basis. Any unpaid invoice over 30 days of receipt shall earn interest at a rate of 1.5% per month.

DURATION

This amendment shall be effective on January 1, 2023 through December 31, 2025. Any party may withdraw from this amendment upon thirty (30) days written notice to the other party or parties to the agreement.

EXECUTION

Each party hereto has read, agreed to and executed this Amendment Number Four (4) on the date indicated.

CITY OF GRAND RAPIDS

CITY OF COHASSET

By: _____
Mayor Dale Christy

By: _____
Mayor Andy MacDonell

Its: _____

Its: _____



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: Feb. 27, 2023

AGENDA ITEM: Consider entering into Advertising Agreements with businesses at the IRA Civic Center.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

Advertising is great source of revenue at the Civic Center. The following businesses wish to enter into Agreements to have dasher board ads and/or a back-lit wall signs:

- Boonedox Builders
- Teachers Union of ISD 318
- Lakeview Behavioral Health

REQUESTED COUNCIL ACTION:

Make a motion to enter into Advertising Agreements with businesses at the IRA Civic Center.

AGREEMENT FOR RENTAL OF WALL LIGHTED SIGN

Item 6.

WHEREAS, the City of Grand Rapids, acting through the IRA Civic Center, Lessor, owns a multi-purpose facility known as the Civic Center; and

WHEREAS, it will be beneficial to certain business to acquire the privilege of using the advertising signs contained on the interior walls and/or dasherboard in the IRA Civic Center for a certain period of years; and

WHEREAS, the Lessor desires to lease the available advertising sign to certain Lessees.

NOW, THEREFORE, IT IS HEREBY AGREED by the IRA Civic Center only, Lessor, and **Lakeview Behavioral Health**, Lessee, that the Lessee shall lease for a period of 2 (two) years according to the terms set forth herein and upon the following terms and conditions:

1. Signs will be placed on the interior walls and/or dasherboard of the IRA Civic Center only, and Lessor shall have the final decision as to exact location of each sign. The choice of each sign and location shall be on a "FIRST COME, FIRST SERVED" basis. Lessor reserves the right to take into consideration actual placement of signs to insure maximum utilization of all advertising areas on the interior walls and/or dasherboard of the IRA Civic Center.
2. The Lessee shall pay to the Lessor in consideration of the sign and/or dasherboard, the sum of \$300.00 in cash to the Lessor at the commencement of the rental term as set forth below.
3. The Lease term for the advertising space shall be as follows: January 1, 2023 to December 31, 2024. This contract will be automatically be renewed by the Lessor and Lessee yearly unless the Lessee provides written notice to the Lessor of their intent not to renew said lease. This written notice must be provided no later than December 1 of the year prior to the Lessee's cancellation. For example, if the lease has been automatically renewed for a third year, which would end December 31, 2022, the Lessee must notify the Lessor in writing no later than December 1, 2024 for cancellation effective December 31, 2024.
4. Lessee shall have the first right to rent the advertising signs to Lessee for successive years. Although the signed contract is due within 30 days, lessee will be invoiced and payment in full is due July 1, 2022. The Lessor reserves the right to sell sign space if the payment is not received by July 1, 2022.
5. The Advertising logo and design to be used on the signs shall be provided by the Lessee and subject to approval by the Lessor. The Lessor will not unreasonably withhold its approval of any design submitted by Lessee, however, Lessor reserves the right to set standards for the substance and appearance of any advertising to be placed in the IRA Civic Center pursuant to this Agreement.
6. The expense of setup and art work of the sign shall be borne by the Lessee.

- 7. This agreement shall not be changed unless done so in writing by the Lessee.
- 8. The Lessee's advertising space cannot be sublet or resold.
- 9. All signs and materials are the property of the Lessor.
- 10. All maintenance of the signs will be the responsibility of the IRA Civic Center.
- 11. Lease rates and terms are \$300.00 per year for the remainder of 2022 and \$600.00 per year for 2023 and 2024 for a 4 x 5 interior wall sign advertisement.

BY: WJ Wilkerson
 Lessee

DATE: 1/24/23

CITY OF GRAND RAPIDS (Lessor)

BY: _____
 Mayor

DATE: _____

 Tom Pagel, City Administrator

Dated this _____ day of _____, 20__.

AGREEMENT FOR RENTAL OF WALL LIGHTED SIGN

WHEREAS, the City of Grand Rapids, acting through the IRA Civic Center, Lessor, owns a multi-purpose facility known as the Civic Center; and

WHEREAS, it will be beneficial to certain business to acquire the privilege of using the advertising signs contained on the interior walls and/or dasherboard in the IRA Civic Center for a certain period of years; and

WHEREAS, the Lessor desires to lease the available advertising sign to certain Lessees.

NOW, THEREFORE, IT IS HEREBY AGREED by the IRA Civic Center only, Lessor, and **Education MN #1314 Grand Rapids Bigfork**, Lessee, that the Lessee shall lease for a period of 2 (two) years according to the terms set forth herein and upon the following terms and conditions:

1. Signs will be placed on the interior walls and/or dasherboard of the IRA Civic Center only, and Lessor shall have the final decision as to exact location of each sign. The choice of each sign and location shall be on a "FIRST COME, FIRST SERVED" basis. Lessor reserves the right to take into consideration actual placement of signs to insure maximum utilization of all advertising areas on the interior walls and/or dasherboard of the IRA Civic Center.
2. The Lessee shall pay to the Lessor in consideration of the sign and/or dasherboard, the sum of \$200.00 in cash to the Lessor at the commencement of the rental term as set forth below.
3. The Lease term for the advertising space shall be as follows: January 1, 2023 to December 31, 2024. This contract will be automatically be renewed by the Lessor and Lessee yearly unless the Lessee provides written notice to the Lessor of their intent not to renew said lease. This written notice must be provided no later than December 1 of the year prior to the Lessee's cancellation. For example, if the lease has been automatically renewed for a third year, which would end December 31, 2024, the Lessee must notify the Lessor in writing no later than December 1, 2024 for cancellation effective December 31, 2024.
4. Lessee shall have the first right to rent the advertising signs to Lessee for successive years. Although the signed contract is due within 30 days, lessee will be invoiced and payment in full is due December 1, 2022. The Lessor reserves the right to sell sign space if the payment is not received by December 1, 2022.
5. The Advertising logo and design to be used on the signs shall be provided by the Lessee and subject to approval by the Lessor. The Lessor will not unreasonably withhold its approval of any design submitted by Lessee, however, Lessor reserves the right to set standards for the substance and appearance of any advertising to be placed in the IRA Civic Center pursuant to this Agreement.
6. The expense of setup and art work of the sign shall be borne by the Lessee.

- 7. This agreement shall not be changed unless done so in writing by the Lessee.
- 8. The Lessee's advertising space cannot be sublet or resold.
- 9. All signs and materials are the property of the Lessor.
- 10. All maintenance of the signs will be the responsibility of the IRA Civic Center.
- 11. Lease rates and terms are \$200.00 for the remainder of 2022 and \$800 for 2023 for a dasherboard advertisement.

BY: Carole Cuzzo ^{Edmund} President
 Lessee

DATE: 10/31/22

CITY OF GRAND RAPIDS (Lessor)

BY: _____
Mayor

DATE: _____

Tom Pagel, City Administrator

Dated this _____ day of _____, 20__.

AGREEMENT FOR RENTAL OF DASHER BOARD ADS

WHEREAS, the City of Grand Rapids, acting through the IRA Civic Center, Lessor, owns a multi-purpose facility known as the Civic Center; and

WHEREAS, it will be beneficial to certain business to acquire the privilege of using the advertising signs contained on the interior walls and/or dasherboards in the IRA Civic Center for a certain period of years; and

WHEREAS, the Lessor desires to lease the available advertising sign to certain Lessees.

NOW, THEREFORE, IT IS HEREBY AGREED by the IRA Civic Center only, Lessor, and **Boonedox Builders**, Lessee, that the Lessee shall lease for a period of 2 (two) years according to the terms set forth herein and upon the following terms and conditions:

1. Signs will be placed on the interior walls and/or dasherboard of the IRA Civic Center only, and Lessor shall have the final decision as to exact location of each sign. The choice of each sign and location shall be on a "FIRST COME, FIRST SERVED" basis. Lessor reserves the right to take into consideration actual placement of signs to insure maximum utilization of all advertising areas on the interior walls and/or dasherboard of the IRA Civic Center.
2. The Lessee shall pay to the Lessor in consideration of the sign and/or dasherboard, the sum of \$400.00 in cash to the Lessor at the commencement of the rental term as set forth below.
3. The Lease term for the advertising space shall be as follows: January 1, 2023 to December 31, 2024. This contract will be automatically be renewed by the Lessor and Lessee yearly unless the Lessee provides written notice to the Lessor of their intent not to renew said lease. This written notice must be provided no later than December 1 of the year prior to the Lessee's cancellation. For example, if the lease has been automatically renewed for a third year, which would end December 31, 2023, the Lessee must notify the Lessor in writing no later than December 1, 2024 for cancellation effective December 31, 2024.
4. Lessee shall have the first right to rent the advertising signs to Lessee for successive years. Although the signed contract is due within 30 days, lessee will be invoiced and payment in full is due January 31, 2022. The Lessor reserves the right to sell sign space if the payment is not received by January 31, 2022.
5. The Advertising logo and design to be used on the signs shall be provided by the Lessee and subject to approval by the Lessor. The Lessor will not unreasonably withhold its approval of any design submitted by Lessee, however, Lessor reserves the right to set standards for the substance and appearance of any advertising to be placed in the IRA Civic Center pursuant to this Agreement.
6. The expense of setup and art work of the sign shall be borne by the Lessee.

- 7. This agreement shall not be changed unless done so in writing by the Lessee.
- 8. The Lessee’s advertising space cannot be sublet or resold.
- 9. All signs and materials are the property of the Lessor.
- 10. All maintenance of the signs will be the responsibility of the IRA Civic Center.
- 11. Lease rates and terms are \$1,000.00 per year for 2023 and 2024 for two dasherboard advertisements.

BY: _____
Lessee

DATE: _____

CITY OF GRAND RAPIDS (Lessor)

BY: _____
Mayor

DATE: _____

Tom Pagel, City Administrator

Dated this _____ day of _____, 20____.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 24, 2023

AGENDA ITEM: Consider adopting a resolution approving budgeted transfers from the General Fund to Special Revenue Funds-Domestic Animal Control Facility and Central School.

PREPARED BY: Barb Baird

BACKGROUND:

The City adopted the 2022 budget on December 20, 2021. The budget included an operating transfer in the amount of \$35,589 from the General Fund to the Special Revenue Fund-Domestic Animal Control Facility. Our actual revenues were more than budgeted, so the operating transfer is \$34,657. The budget also included an operating transfer in the amount of \$56,540 from the General Fund to the Special Revenue Fund-Central School. The actual expenditures for Central School is more than budgeted and this amount also included \$18,301 of accounts payable from 2021, so the required operating transfer is \$90,285.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution approving budgeted transfers from the General Fund to Special Revenue Funds-Domestic Animal Control Facility in the amount of \$34,657 and transfer from the General Fund to the Special Revenue Fund-Central School in the amount of \$90,285 as of December 31, 2022.

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

RESOLUTION NO. 23-

A RESOLUTION AUTHORIZING THE FOLLOWING BUDGETED OPERATING TRANSFERS FROM THE GENERAL FUND TO THE SPECIAL REVENUE FUND- DOMESTIC ANIMAL CONTROL FACILITY IN THE AMOUNT OF \$34,657 AND A TRANSFER FROM THE GENERAL FUND TO SPECIAL REVENUE FUND-CENTRAL SCHOOL IN THE AMOUNT OF \$90,285 AS OF DECEMBER 31, 2022

WHEREAS, on December 20, 2021, the Grand Rapids City Council approved the 2022 budget that included the following transfers:

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes the following budgeted operating transfers as of December 31, 2022:

- \$34,657 from the General Fund to the Special Revenue Fund- Domestic Animal Control Facility, and
- \$90,285 from the General Fund to the Special Revenue Fund-Central School

Adopted this 27th day of February 2023.

Dale Christy, Mayor

Attest:

Kim Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 27, 2023

AGENDA ITEM: Consider adoption of a resolution authorizing an application to the IRRR Development Infrastructure Grant program for the Forest Lake Redevelopment Project

PREPARED BY: Matt Wegwerth

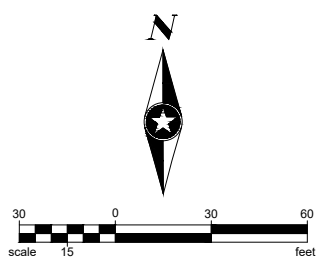
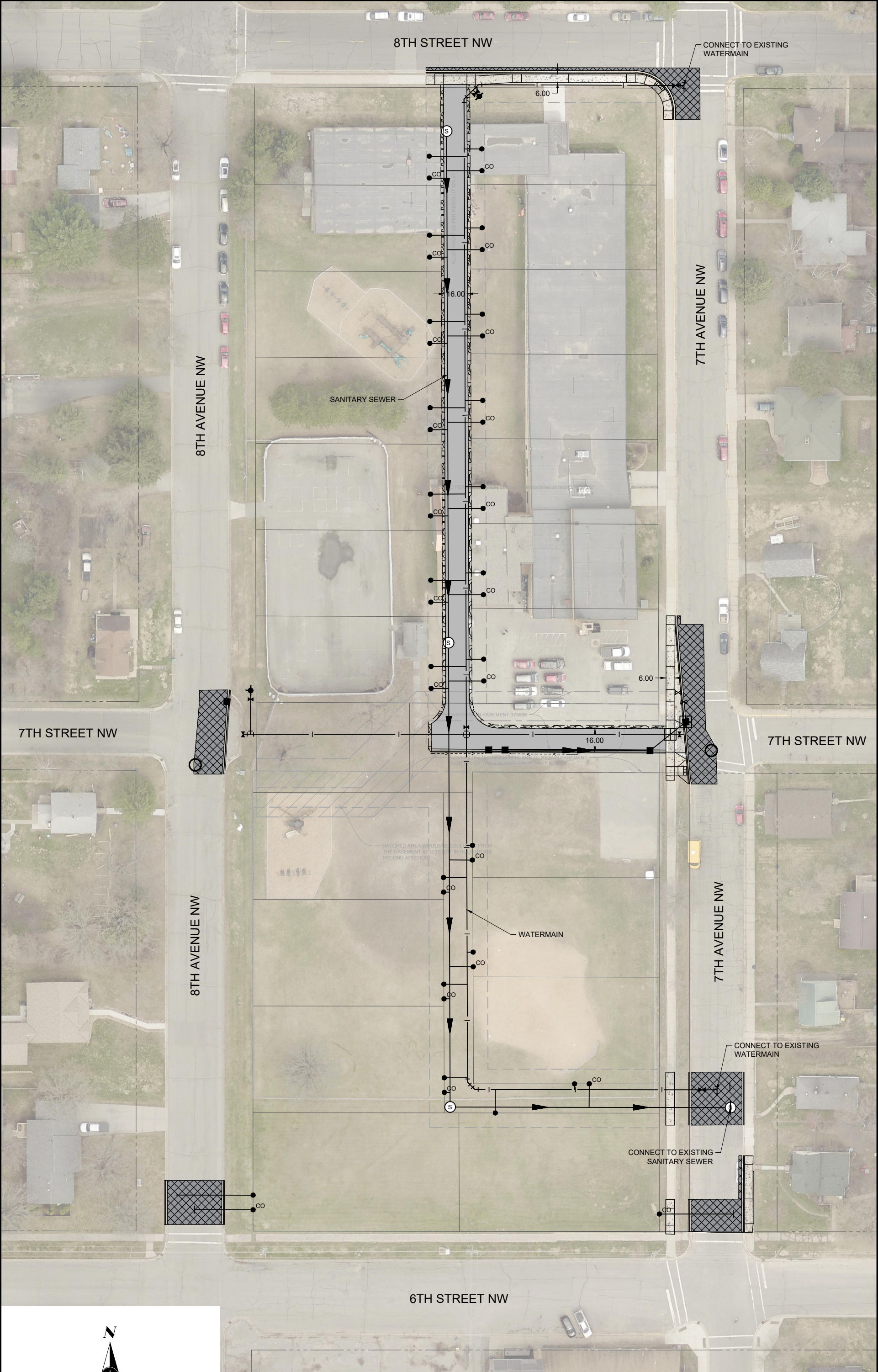
BACKGROUND:


The proposed project involves the installation of water, sanitary sewer and roadway for 23 residential lots at the former Forest Lake Elementary School site.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution authorizing an application to the IRRR Development Infrastructure Grant program for the Forest Lake Redevelopment Project

Save: 2/15/2023 9:54 AM mtludac Plot: 2/15/2023 9:55 AM X:\F\JGG\GRANR\1710255-final-dsgn\51-drawings\10-Civil\cad\dwg\exhibit\Forest Lake Layout Update.dwg




FILE NO. _____
DATE: 2/15/2023

SITE LAYOUT
FOREST LAKE - EXHIBIT A
GRAND RAPIDS, MINNESOTA

EXHIBIT
NO. A

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

RESOLUTION NO. 23-__

**A RESOLUTION OF SPONSORSHIP
FOR DEVELOPMENT INFRASTRUCTURE GRANT APPLICATION
(FOREST LAKE UTILITIES)**

WHEREAS, the City of Grand Rapids supports the grant application made to the Minnesota Department of Iron Range Resources and Rehabilitation Development Infrastructure Grant Program. The application is for the installation of water and sanitary sewer for 23 residential home sites at the former Forest Lake Elementary School, and

NOW, THEREFORE, BE IT RESOLVED, if the City of Grand Rapids is awarded a grant by the Minnesota Department of Iron Range Resources and Rehabilitation, the City of Grand Rapids agrees to accept the grant award, and may enter into an agreement with the State of Minnesota for the above referenced project. The City of Grand Rapids will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

BE IT FURTHER RESOLVED, the City Council of the City of Grand Rapids names the fiscal agent for the City of Grand Rapids for this project as:

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

Adopted by the Council this 27th day of February, 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: February 27, 2023

AGENDA ITEM: Consider adopting a resolution to authorize an operating transfer from the Capital Project Fund- Permanent Improvement Revolving Fund to the Capital Project Fund-General Capital Improvement Projects.

PREPARED BY: Barb Baird

BACKGROUND:

At the January 25, 2021 City Council Meeting the City Council approved the SLA 2022-1 with SEH related to CP 2022-1, the Highway 2 Lighting Project. This project is being funded by a Local Partnership Program funds grant. The grant does not include the SLA costs with SEH and will be paid by funds out of the Capital Project Fund- Permanent Improvement Revolving Fund. We are recommending an operating transfer in the amount of \$21,668.88 as of December 31, 2022 for engineering costs incurred.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution to authorize an operating transfer from the Capital Project Fund- Permanent Improvement Revolving Fund to Capital Project Fund-General Capital Improvement Projects in the amount of \$21,668.88 as of December 31, 2022.

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

RESOLUTION NO. 23-

A RESOLUTION AUTHORIZING AN OPERATING TRANSFER FROM THE CAPITAL PROJECT FUND-PERMANENT IMPROVEMENT REVOLVING FUND TO THE CAPITAL PROJECT FUND-GENERAL CAPITAL IMPROVEMENT PROJECTS IN THE AMOUNT OF \$21,668.88

WHEREAS, at the January 25, 2021 City Council meeting, the Council approved the SLA 2022-1 with SEH related to CP 2022-1, the Highway 2 Lighting Project, and

WHEREAS, the City of Grand Rapids secured Local Partnership Program funds which does not include the costs of the SLA agreement with SEH, and

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes an operating transfer from the Capital Project Fund-Permanent Improvement Revolving Fund to the Capital Project Fund-General Capital Improvement Projects in the amount of \$21,668.88, as of December 31, 2022.

Adopted this 27th day of February 2023.

Dale Christy, Mayor

Attest:

Kim Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 27, 2023

AGENDA ITEM: Consider depositing the sum of \$3,623 of unclaimed currency that was originally turned into Grand Rapids Police Department.

PREPARED BY: Captain Andy Morgan

BACKGROUND:

People frequently come across lost or abandoned property while in town. Occasionally those people honorably then travel to the Police Department to turn in such lost property. Grand Rapids Police Department then provides considerable efforts in identifying the rightful owner and returning the property.

Occasionally currency is the item that is turned in. With no pieces of owner identity attached, the Police Department is extremely limited in efforts of returning the currency to the rightful owner. Below you will find ten (10) events where currency was turned in with no owner information available. Some of these events date back to 2011.

Police Report	Amount	Findings
11013054	\$480.00	Deceased victim on check forgery
16006338	\$600.00	Theft case- owner of money is unknown
19007881	\$56.00	Found Wallet- No identification
20004353	\$269.00	Theft case- owner of money is unknown
20004899	\$72.00	Theft of Vehicle- owner of money is unknown
20007357	\$17.00	Theft case- owner of money is unknown
21000524	\$622.00	Found- owner is unknown
21005798	\$1,210.00	Found- owner is unknown
21006044	\$197.00	Found- owner is unknown
22000120	\$100.00	Found- owner is unknown
	\$3,623.00	

Grand Rapids Ordinance 14.11.03 addresses how to properly deposit currency if the lawful owner cannot be found. The above identified currency is to be deposited into the general fund

pursuant Grand Rapids Ordinance 14.11.03 City Attorney Sterle has been consulted in this matter and agrees with this request.

REQUESTED COUNCIL ACTION:

Make a motion to deposited the sum of \$3,623 of unclaimed currency that was originally turned into Grand Rapids Police Department into the City's General Fund.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 27, 2023

AGENDA ITEM: Consider adopting a resolution authorizing an operating transfer.

PREPARED BY: Barb Baird

BACKGROUND:

At the December 20, 2021 Council Meeting several budgeted operating transfers were approved for various projects. The requested transfer from the General Fund to the Capital Equipment Replacement Fund in the amount of \$20,000 was not enough to cover the necessary equipment for Information Technology. To cover the increase in the costs of the equipment, an additional transfer of \$10,000 needs to be made from the General Fund to the Capital Equipment Replacement Fund.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution authorizing an operating transfer from the General fund to the Capital Equipment Replacement Fund to in the amount of \$10,000 for equipment purchases necessary for Information Technology as of December 31, 2022.

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

RESOLUTION NO. 23-

A RESOLUTION TO AUTHORIZE THE FOLLOWING BUDGETED OPERATING TRANSFER FROM THE GENERAL FUND TO THE CAPITAL EQUIPMENT REPLACEMENT FUND IN THE AMOUNT OF \$10,000 FOR EQUIPMENT PURCHASED FOR INFORMATION TECHNOLOGY AS OF DECEMBER 31, 2022

WHEREAS, on December 20, 2021, the Grand Rapids City Council approved the General Fund transfer, in the amount of \$20,000,

WHEREAS, there was additional costs on the equipment purchased for Information Technology, and are requesting the following transfer,

\$10,000 from the General Fund to the Capital Equipment Replacement Fund,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes the following budgeted transfer from the General Fund to the Capital Equipment Replacement Fund in the amount of \$10,000 for additional costs on equipment purchased for Information Technology as of December 31, 2022.

Adopted this 27th day of February 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: 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: 2-27-23

AGENDA ITEM: Consider change orders for the IRA Civic Center Improvement Project

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

Attached is CO 4 with Hart Electric, CO 3 with TNT which provide details and cost increases/decreases related to each change order.

REQUESTED COUNCIL ACTION:

Make a motion to approve CO 4 with Hart Electric, CO 3 with TNT.



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

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

DRAFT

Contract Change Order #003: CE 012 - PR 9 Change Stone to Hudson LedgeStone

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:	2/21/2023	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:	02/28/2023	REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:	Stone Masonry	CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$12,692.00

DESCRIPTION:
 CE 012 - PR 9 Change Stone to Hudson LedgeStone
 Provide a Quote with detailed cost breakdown to change the Stone to Hudson LedgeStone.

ATTACHMENTS:
[IRA Stone .msg](#) [SKM_C3350i23010309030.pdf](#) [17073.30 - RFP 9 Cultured Stone.pdf](#)

CHANGE ORDER LINE ITEMS:
CCO #003

#	Cost Code	Description	Type	Amount
1	5--5.03 - Work Scope 03	Change Stone to Hudson LedgeStone	Other	\$ 12,692.00
Subtotal:				\$12,692.00
Grand Total:				\$12,692.00

The original (Contract Sum)	\$ 2,370,100.00
Net change by previously authorized Change Orders	\$ 14,170.00
The contract sum prior to this Change Order was	\$ 2,384,270.00
The contract sum would be changed by this Change Order in the amount of	\$ 12,692.00
The new contract sum including this Change Order will be	\$ 2,396,962.00
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**

SIGNATURE **DATE**

SIGNATURE **DATE**



TNT Construction Group

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

Proposal/Change order

- Today's Date: 2-16-23
- Proposal submitted to: ICS
- Project name: IRA Civic Center Bid Pack 2
- Project Location: Grand Rapids MN
- Description of work: RFP 9
- Date of drawings: N/A
- Addendums

Proposal Includes, Pricing per RFP 9

Change to Hudson Ledge stone	
Bedrock Flint sub contractor	11,539.00
TNT 10% O&P	1,153.00

We propose hereby to furnish equipment, material, and labor for the sum of:
Ten Thousand Six Hundred Sixty Seven Dollars 00/100 (Bid Total:\$ 12,692.00)

Signed and prepared by: 
 Project Manager/Estimator, Clay Witkofsky
clay@tnt-cg.com
 218-398-2141 Mobile. 218-326-1881 Office. 218-326-9296 Fax.
 Hammerlund Inc. UNION CONTRACTOR
 40 County Road 63, Grand Rapids, MN 55744
 Web site: <http://hammerlundconstruction.com>

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

Acceptance of proposal: Signed _____ Date: _____



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 #004: CE 004 - ASI 2 Doors and Hardware Changes

CONTRACT COMPANY:	Hart Electric 1959 Highway 37 Hibbing, Minnesota 55746	CONTRACT FOR:	SC-S19041C-008:WS 08 Electrical - Hart Electric
DATE CREATED:	2/21/2023	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:	02/28/2023	REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:	SI 2	CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$2,169.00

DESCRIPTION:
 CE #004 - ASI 2 Doors and Hardware Changes
 Please see the attached ASI 2. Provide a detailed Quote with cost breakdown.

ATTACHMENTS:
[Estimate 1470.pdf](#) [017073.30 ASI 2R - Door and Door Hardware Changes.pdf](#)

CHANGE ORDER LINE ITEMS:

CCO #004

#	Cost Code	Description	Type	Amount
1	5--5.08 - Work Scope 08	ASI 2 Doors and Hardware Changes	Other	\$ 2,169.00
Subtotal:				\$2,169.00
Grand Total:				\$2,169.00

The original (Contract Sum)	\$ 917,315.00
Net change by previously authorized Change Orders	(\$11,145.00)
The contract sum prior to this Change Order was	\$ 906,170.00
The contract sum would be changed by this Change Order in the amount of	\$ 2,169.00
The new contract sum including this Change Order will be	\$ 908,339.00
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 _____

Hart Electric

10963 Meadowlark Lane
Hibbing, MN 55746

Item 12.

Estimate

Date	Estimate #
2/10/2023	1470

Name / Address
City of Grand Rapids 420 North Pokegama Avenue Grand Rapids MN 55744

			Project
Description	Qty	Cost	Total
RE: CE 004 (Door operator)			
Labor Add	19	90.00	1,710.00
Material Add		245.00	245.00
Tax Add		17.00	17.00
Overhead and Profit Add		197.00	197.00
Estimator: Jeff Hart 218 966-6402		Total	\$2,169.00

E-mail
hartelect@hotmail.com



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 27, 2023

AGENDA ITEM: Consider adopting a resolution setting a public hearing on the proposed vacation of an alley and public easement.

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

The Grand Rapids Economic Development Authority is preparing a proposed new subdivision of the former Forest Lake School site. In order to clear title to this property prior to the recording of this new plat, it will be necessary to vacate an alley and a watermain easement that currently exist.

Minnesota Statute provides the City Council authority to initiate the vacation of public right of way and public easements. The attached resolution initiates the process and established the public hearing date for the Council's consideration of the vacation. Prior to that public hearing, the Planning Commission will be reviewing this and providing a recommendation.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution setting a public hearing on the proposed vacation of N/S Alley in Block 5, Grand Rapids Second Division and a watermain easement recorded as Document No. 375506.

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

RESOLUTION NO. 23-__

A RESOLUTION SETTING A PUBLIC HEARING ON THE PROPOSED VACATION OF THE N/S ALLEY IN BLOCK 5, GRAND RAPIDS SECOND DIVISION AND A WATERMAIN EASEMENT RECORDED AS DOCUMENT NO. 375506

WHEREAS, the Grand Rapids Economic Development Authority is in the process of developing a subdivision of the former location of Forest Lake Elementary School, which is generally comprised of two adjacent blocks (Block 5 of Grand Rapids Second Division and Block 9 of Houghton’s Second Addition to Grand Rapids); and

WHEREAS, there are an easement and an alley right of way that will no longer be needed upon approval of the proposed subdivision; and

WHEREAS, the City Council pursuant to Minnesota Statute 412.851 desires to consider the vacation of the N/S Alley in Block 5, Grand Rapids Second Division and a watermain easement recorded as Document No. 375506 on October 4, 1985.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA: The City Council will consider the vacation of such alley and easement and a public hearing shall be held on such proposed vacation on the 24th day of April 2023

Adopted by the Council this 27th day of February 2023.

Dale Christy, Mayor

ATTEST:

Kim Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 27, 2023

AGENDA ITEM: Consider retirement of Chief of Police Steve Schaar and direct staff to initiate interviews for the position of Chief of Police

PREPARED BY: Chery Pierzina, Human Resource Officer

BACKGROUND:

On July 12, 2021, City Council appointed Steve Schaar to the position of Chief of Police. Based on the Employment Agreement with Steve Schaar, which was also approved on July 12, 2021, the term of his Employment Agreement was for a period of time beginning August 1, 2021, through April 30, 2023.

Steve Schaar began his career with the City of Grand Rapids as a Patrol Officer on October 13, 1996. Over the years, Steve has served in every aspect of the Police Department, becoming a Sergeant in 2008, Assistant Chief of Police in 2010, and Chief of Police in 2021. Steve has proven himself to be extremely dedicated to the City. He has served Grand Rapids and the surrounding communities with wisdom and integrity for 27 years. A copy of the Employment Agreement with Steve Schaar is attached.

The structural process for filling the Chief position is to interview our two Captains. Our current Captains are Kevin Ott and Andy Morgan. City Administrator Tom Pagel is requesting that the Mayor and one appointed council member be on the interview committee, along with the City Attorney and Human Resources Officer. The two interviews will be conducted on Thursday, March 9, 2023, from 4:00 pm to 6:00 pm.

REQUESTED COUNCIL ACTION:

Make a motion to acknowledge the retirement of Steve Schaar, in accordance with his Employment Agreement, effective April 30, 2023; Appoint the Mayor, and one additional Council Member to the interview committee for the position of Chief of Police, and direct staff to initiate interviews with Captain Andy Morgan and Captain Kevin Ott, for the position of Chief of Police.

EMPLOYMENT AGREEMENT

This Employment Agreement (hereinafter, the “Agreement”) is made and entered into effective as of the 12th day of July, 2021 by and between the City of Grand Rapids, a Minnesota municipal corporation (hereinafter called “Employer”), and Steve Schaar (hereinafter called “Employee”):

WHEREAS, the current Chief of Police is Scott Johnson, and Scott Johnson will be retiring on July 31, 2021.

WHEREAS, the Employee is currently the Assistant Chief of Police.

WHEREAS, Employer desires to employ the services of Employee as Chief of Police of the City of Grand Rapids, Minnesota beginning on August 1, 2021 upon the retirement of the current Chief of Police; and

WHEREAS, it is the desire of the governing board, hereinafter called “Council,” to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, the Employee has expressed his intent and desire to retire upon reaching retirement age on April 30, 2023; and

WHEREAS, it is the desire of the Council to continue to retain the services of Employee and to provide inducement for him to remain in such employment for approximately two years until the Employee reaches retirement age on April 30, 2023; and

WHEREAS, Employee desires to retain employment with the City as Chief of Police beginning on August 1, 2021 and for approximately two years until the Employee reaches retirement age on April 30, 2023; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. TERM

The term of this Agreement shall be for a period commencing August 1, 2021 through April 30, 2023, unless terminated earlier by either party as set forth in Section 7. All compensation, benefits, and requirements of the Agreement shall remain in effect until April 30, 2023 which is the expiration of the term of the Agreement unless terminated earlier by either party as set forth in Section 7, to the extent permitted under this Agreement.

Section 2. POSITION.

Employer agrees to employ Employee as its Chief of Police. Employee agrees to serve as Chief of Police in accordance with state statutes, City ordinances and policies, to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

Section 3. COMPENSATION

A. Base Salary: Effective August 1, 2021 Employer Agrees to pay Employee an annual base salary of \$108,696.00 payable in installments in accordance with Employer's standard payroll procedures. This annual base salary is subject to confirmation the City maintains compliance with the Minnesota Government Pay Equity Act with this salary provided to the Employee.

B. Effective January 1, 2022 and January 1, 2023, the Employee's annual base salary will be increased by the average increase provided to all other exempt employees of the City, except for increases provided through binding interest arbitration pursuant to Minn. Stat. 179A.16. All salary increases shall be consistent with the increases allowed by state statute.

Section 4. FLEXIBLE TIME OFF AND EXTENDED MEDICAL BENEFIT

The employee shall continue to accrue Flexible Time Off (FTO) and Extended Medical Benefit (EMB) in accordance with the City of Grand Rapid's Personnel Policy Manual.

Section 5. RETIREMENT

A. The Employer agrees to enroll the Employee into the applicable Minnesota State Retirement System and to make all the appropriate contributions on the Employee's behalf, for share required of the Employer. This includes but is not limited to MSRS and all State/Federal withholdings (Social Security, FICA, etc.).

B. Upon the Employee's retirement on April 30, 2023, the Employee will be entitled to the additional payments outlined below:

1. The Employee will receive a lump sum payment of \$15,000, subject to State/Federal withholdings, on May 1, 2023, following his retirement.
2. The Employee will receive a lump sum payment of \$15,000, subject to State/Federal withholdings, on January 1, 2024, following his retirement.
3. The Employee will receive a lump sum payment of \$15,000, subject to State/Federal withholdings, on January 1, 2025, following his retirement.
4. The Employee will receive a lump sum payment of \$15,000, subject to State/Federal withholdings, on January 1, 2026, following his retirement.

C. The payments outlined above amount to \$60,000 total. These payments will be due to the Employee by the Employer only if the Employee retires on April 30, 2023. In the event the employee is terminated from employment, or this Agreement is terminated prior to April 30, 2023, the Employee will not be entitled to the retirement payments outlined above. In the event the Employee does not retire on April 30, 2023, the Employee will not be entitled to the retirement payments outlined above, and the Employee will be immediately returned to a position of employment with the City, other than the Assistant Chief of Police position, as that position will be eliminated.

Section 6. TERMINATION

For the purpose of this agreement, termination shall occur when:

1. The Employee's death
2. The Employee's disability, which means the Employee's inability to perform the essential functions of the Employee's duties to the Employer by reason of the Employee's illness or injury, which inability has continued for a period of 120 consecutive days or 150 non-consecutive days in a 12 month period.
3. Employee's unwillingness to perform all or substantially all of the Employee's duties to the employer, which failure persists for 5 business days after written notice to the Employee.
4. Employee's documented acts of dishonesty by the Employee in connection with the performance of the Employee's duties to the Employer.
5. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting.
6. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as a representative of the majority of the governing body that the Employee resigns.
7. Breach of contract declared by either party with a 30 day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided.
8. In any event, this contract shall terminate no later than April 30, 2023 and shall be considered null and void as of that date.

Section 7. GENERAL CONDITIONS OF EMPLOYMENT

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, for any reason, subject only to the provisions of this Agreement, statutory requirements, and sixty (60) days advance written notice from Employer to Employee. Furthermore, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with Employer, subject only to the provisions of this Agreement.

Section 8. NOTICES

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows (or such other address of which such party shall have given written notice in the manner provided herein):

- (1) EMPLOYER: City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662
- (2) EMPLOYEE: Steven D. Schaar
36210 Columbus Avenue
Cohasset, MN 55721

Alternatively, notice required pursuant to this Agreement may be personally serviced in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 9. GENERAL PROVISIONS

A. **Integration:** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of this agreement. Such amendments shall be incorporated and made a part of this agreement.

B. **Binding:** This agreement shall be binding on the Employer and the Employee.

C. **Severability:** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

D. This Agreement shall be governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the City of Grand Rapids, Minnesota, has caused this agreement to be signed and executed in its behalf by its City Administrator and duly attested by its City Clerk, approved to form by the City Attorney and the Employee has signed and executed this agreement, both in duplicate, effective as of the day and year first above written.

EMPLOYER:

CITY OF GRAND RAPIDS, MN

By: Dale Christy
Dale Christy (Jul 13, 2021 19:47 CDT)

Dale Christy, Mayor

Date: Jul 13, 2021

EMPLOYEE:

[Signature]

Steve Schaar

Date: 7/17/21

ATTEST:

By: [Signature]
Kim Gibea (Jul 13, 2021 08:19 CDT)

CITY CLERK

Approved as to Form: _____

City Attorney



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 27, 2023

AGENDA ITEM: Consider appointments to Boards and Commissions.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

Each year on March 1st, several boards and commissions have member terms expiring. The following individuals have requested appointment/re-appointment as indicated.

<u>Board/Commission</u>	<u>Name</u>	<u>Appt. Type</u>	<u># vacancies as of March 1st</u>
Golf Board	Rick McDonald	Re-appointment	2
Human Rights Commission	Angella Erickson	Re-appointment	3
	Joan Gunderman	Re-appointment	
Planning Commission	Rick Blake	Appointment	4
	Pat Goggin	Re-appointment	
	Ted Hubbes	Re-appointment	
Public Utilities Commission	Luke Francisco	Re-appointment	1

REQUESTED COUNCIL ACTION:

Make a motion to appointment members to Boards and Commissions as presented.