



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

CITY COUNCIL MEETING AGENDA
Monday, February 12, 2024
5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, February 12, 2024 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

PROCLAMATIONS/PRESENTATIONS:

CITY COUNCIL:

1. Designate a Councilmember to serve as Mayor Pro-Tem for 2024
2. Appoint Council representatives to selected agencies
3. Appoint Council representatives to Boards and Commissions

POSITIVE HAPPENINGS IN THE CITY:

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

4. Approve Council minutes for Monday, January 22, 2024 Regular meeting, January 29, 2024 Special meeting and January 29, 2024 Closed meeting summary.

VERIFIED CLAIMS:

5. Approve the verified claims for the period January 17, 2024 to February 5, 2024 in the total amount of \$721,795.76.

CONSENT AGENDA:

6. Consider Voiding Lost Accounts Payable Check and Issue a Replacement Check
7. Consider approving a Lease Agreement with the Northeast Higher Education District for use of the City's athletic fields.
8. Consider adopting a resolution approving budgeted transfers from the General Fund to Special Revenue Funds-Domestic Animal Control Facility and Central School.

- [9.](#) Consider approving On-Sale Wine license and 3.2 Beer License for Unwined Up North
- [10.](#) Consider approving the purchase of two pickup truck snowplows
- [11.](#) Consider approving the purchase of a new pressure washer
- [12.](#) Consider adopting a resolution approving the purchase of real property
- [13.](#) Consider approving the police department to sell 20 department owned rifles to a local firearms dealer and the purchase of twenty (20) ADAMS ARMS SBR-556 Rifles and necessary accessories from various vendors.
- [14.](#) Consider approving a Pierringer Release with Tony Simonson
- [15.](#) Consider renewing support agreement with AVI Systems.
- [16.](#) Consider the request to allow the Public Works Department to retire and sell equipment at auction.
- [17.](#) Consider approving correct 2024 Wage for Jon Peterson
- [18.](#) Consider adopting a resolution accepting a Development Partnership Grant with the Minnesota Dept. of Iron Range Resources and Rehabilitation (IRRR)
- [19.](#) Consider adopting a resolution authorizing the City to make application to the IRRRB Commercial Redevelopment Grant Program for the Evans Insurance Demolition Project
- [20.](#) Consider a memorandum of understanding with the GRPU
- [21.](#) Consider approving purchase of carpeting(golf)
- [22.](#) Consider approving golf GPS Agreement
- [23.](#) Consider approving purchase of outdoor furniture (golf)
- [24.](#) Consider approving revised Grand Rapids Fire Department Organizational and Operating Policies and Procedures with an effective date of January 1, 2024
- [25.](#) Consider a resolution approving a Use Agreement with ISD 318 related to Yanmar Arena
- [26.](#) Consider Change Order 23 with TNT related to the Civic Center Project.
- [27.](#) Consider approving Memorandum of Understandings (MOU) with the Patrol and Sergeant Unions
- [28.](#) Consider accepting the low quote from Ewen Stone Works for stonework at Yanmar Arena.
- [29.](#) Consider adopting a resolution approving the rental fees for meeting rooms at Yanmar Arena.
- [30.](#) Consider a resolution approving a gambling application for Turn in Poachers.

31. Consider adopting a resolution approving transfer from the Capital Project Fund-2022 Infrastructure/ARPA and Capital Project Fund-Permanent Improvement Revolving Fund to the Capital Project Fund-General Capital Improvement Fund.

SET REGULAR AGENDA:

ADMINISTRATION

32. Consider accepting the resignation from Matthew O'Rourke from his position as Patrol Sergeant with the GRPD; Authorize Human Resources to post, interview and hire for the open position of Patrol Sergeant and upcoming Police Officer position.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR FEBRUARY 26, 2024 AT 5:00 PM

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

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

ATTEST: Kimberly Gibeau, City Clerk



REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 8, 2024
AGENDA ITEM: Appoint Council representatives to selected agencies
PREPARED BY: Kimberly Gibeau

BACKGROUND:

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

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

NOTE: Current appointments made in 2023:

RAMS Board:	Councilor Adams & Mayor Christy (Alternate)
WMMPB:	Councilors MacGregor & Sutherland
City/County Co-Op:	Mayor Christy & Councilor MacGregor
Joint Gas Board:	Mayor Christy & Councilor Adams
Fire Relief Association:	Mayor Christy & Finance Director Barb Baird
CGMC:	Councilor MacGregor
LMC:	Councilor Connelly
ARDC:	Councilor Adams
Range Mayor’s Association:	Mayor Christy

REQUESTED COUNCIL ACTION:

Make a motion to appoint Council representatives and staff to select agencies for 2024 calendar year.



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REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 8, 2024

AGENDA ITEM: Appoint Council representatives to Boards and Commissions

PREPARED BY: Kimberly Gibeau

BACKGROUND:

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

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

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

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

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

NOTE: Current appointments made in 2023:

Greenway Park & Rec Joint Board:	Councilor Sutherland
Civic Center Board:	Councilor Sutherland
GREDA:	Councilors Sutherland and Connelly
PUC:	Councilor Adams
Cable Commission:	Councilor MacGregor and Councilor Adams (Alternate)
Human Rights Commission:	Councilor Connelly

REQUESTED COUNCIL ACTION:

Make a motion to appoint Council representatives to City Boards & Commissions for 2024 calendar year.



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

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

PRESENT: Councilor Dale Adams: Mayor Tasha Connelly, Councilor Molly MacGregor, Councilor Tom Sutherland. **ABSENT:** None.

STAFF: Tom Pagel, Chad Sterle, Will Richter, Rob Mattei, Barb Baird, Chery Pierzina, Dan Swenson, Eric Scott, Andy Morgan, Jeremy Nelson

PROCLAMATIONS/PRESENTATIONS:

1. Conduct Swearing In of Mayor Tasha Connelly.

Attorney Chad Sterle conducted the official swearing in of Mayor Tasha Connelly.

POSITIVE HAPPENINGS IN THE CITY:

Mayor Connelly provides information about the following:

~ Overview of Police Department, CSO Fischer's activities and commended for dedication to his work.

PUBLIC FORUM:

No one from the public wished to speak.

COUNCIL REPORTS:

Councilor MacGregor provided update on climate action plan, solar garden and autonomous vehicle projects.

Mayor Connelly provides overview of City Government Academy program to begin in April 2024 and encourages City residents to consider participating.

Mayor Connelly invites residents to enjoy a cake reception honoring former Mayor Christy.

APPROVAL OF MINUTES:

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

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

Councilor Sutherland

VERIFIED CLAIMS:

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

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

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

4. Acknowledged minutes for the following:

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

CONSENT AGENDA:

5. Consider entering into agreement with Paul Bunyan Communications.
6. Consider allowing the Police Department to sell a Glock 22 to a licensed dealer.
7. Consider approving final payment for Grand Rapids-Cohasset Industrial Park Infrastructure Project in the amount of \$254,351.01 and Balancing Change Order 3.
8. Consider renewing the Personnel Dynamics Contract.
9. Consider approving the purchase of an electronic message board
10. Consider appointing Election Judges for 2024 Elections
11. Consider approving the purchase of tool cabinets for Public Works
12. Consider approving purchase of replacement backup server.
13. Consider authorizing staff to seek quotes to complete stonework in the main lobby of Yanmar Arena.
14. Consider adopting a resolution and approve a Cooperative Agreement with the State of Minnesota for the Crystal Lake Fishing Pier.

Adopted Resolution 24-07

15. Consider entering into a Fireworks Display Agreement with J&M Displays for a Fireworks Show to take place on July 4, 2024.
16. Consider approving the purchase of twenty-three (23) Glock model 45 9mm handguns from Tactical Advantage and twenty-three (23) Trijicon optics, and flashlight from Glens Army

Navy and to allow the police department to sell 14 department owned firearms to a local firearms dealer.

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

Adopted Resolution 24-08

18. Consider submitting a Federal FY25 General Community Project Funding Request for improvements to Historic Central School
19. Consider accepting a quote from Rapid Garage Door for installing a new coil overhead door at Yanmar Arena.
20. Consider approving amended Council By-Laws
21. Consider approving an amended Earned Sick and Safe Time (ESST) policy and amended ESST Employee Notice.
- 21a. Consider increasing part-time DACF hourly wage.

Motion made by Councilor Adams, Second by Councilor Sutherland to approve the Consent agenda as amended by the addition of item #21a. Voting Yea: Councilor Adams, Mayor Connelly, Councilor MacGregor, Councilor Sutherland

SET REGULAR AGENDA:

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

ADMINISTRATION:

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

Motion made by Councilor Sutherland, Second by Councilor MacGregor to accept the resignation of Gary O'Brien from the Police Department and authorize staff to begin recruiting to fill the vacancy. Voting Yea: Councilor Adams, Mayor Connelly, Councilor MacGregor, Councilor Sutherland

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

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

Mayor Connelly stated the reason for the public hearing; City Clerk confirmed required notices have been made and no correspondence has been received.

Mr. Swenson presented background of public right of way vacation request.

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

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

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

COMMUNITY DEVELOPMENT:

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

Motion made by Councilor MacGregor, Second by Councilor Adams to **adopt Resolution 24-09**, approving public vacation right of way as presented. Voting Yea: Councilor Adams, Mayor Connelly, Councilor MacGregor, Councilor Sutherland

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

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

Mayor Connelly stated the purpose for the public hearing; City Clerk confirmed required notices have been made and no correspondence was received by the Clerk.

Dan Swenson provided background on amendments to ordinance and recommended approval.

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

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

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

COMMUNITY DEVELOPMENT:

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

Motion made by Councilor MacGregor, Second by Councilor Adams to **adopt City Ordinance 24-01-01**, amending Article VI Zoning within Chapter 30 Land Development Regulations. Voting Yea: Councilor Adams, Mayor Connelly, Councilor MacGregor, Councilor Sutherland

ADJOURNMENT:

There being no further business, the meeting adjourned at 5:31 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



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CITY COUNCIL CLOSED MEETING SUMMARY

Monday, January 29, 2024

4:00 PM

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

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

STAFF: Tom Pagel, Chery Pierzina, Barb Baird, Jeremy Nelson, Kimberly Gibeau

1. Conduct a closed meeting to discuss labor negotiations.

Mayor Connelly stated the reason for the closed meeting and called for a motion to close the meeting.

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

Discussed labor negotiations relative to the Police Department.

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

There being no further business, the meeting adjourned at 4:21 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF
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CITY COUNCIL SPECIAL MEETING MINUTES
Monday, January 29, 2024
5:00 PM

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

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

STAFF: Tom Pagel, Chery Pierzina

BUSINESS:

1. Consider adopting a resolution sponsoring a Safe Routes to School application for ISD 318

Administrator Pagel provides background information relative to Safe Routes to School grant application for ISD 318.

Motion made by Councilor Adams, Second by Councilor Sutherland to **adopt Resolution 24-10**, sponsoring Safe Routes to School application for ISD 318. Voting Yea: Councilor Adams, Mayor Connelly, Councilor MacGregor, Councilor Sutherland

2. Consider appointing election judges for 2024.

Motion made by Councilor MacGregor, Second by Councilor Sutherland to appoint election judges as presented. Voting Yea: Councilor Adams, Mayor Connelly, Councilor MacGregor, Councilor Sutherland

3. Conduct interviews and appoint City Councilmember for open seat.

Applicants present: Paul Bignall, Rick Blake, Amy Blomquist, Daniel Mertes, Roger McCabe, Susan Zeige. Absent: Charles Burress, Beau Casteel

Mayor Connelly provides information on time limit for answers to questions and sequence of questions. Interview of candidates begins at 5:06 pm and concluded at 6:10 PM.

Council discussed options for recessing and reconvening the special meeting, allowing for time to compile scoring for candidates.

Motion made by Councilor Adams, Second by Councilor MacGregor to recess the meeting at 6:17 PM and reconvene on Friday, February 2, 2024 at 7:30 AM to appoint a Councilmember

to serve the remaining term through December 31, 2024. Voting Yea: Councilor Adams, Mayor Connelly, Councilor MacGregor, Councilor Sutherland

Friday, February 2, 2024, 7:30 AM

Mayor Connelly reconvened the meeting on Friday, February 2, 2024 at 7:30 AM.

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

STAFF: Chad Sterle, Chery Pierzina, Andy Morgan

Council reviewed results of candidate interviews, discussing options for appointment.

Motion made by Councilor Adams, Second by Councilor MacGregor to appoint Rick Blake to fill the open City Council seat, term to expire December 31, 2024. Voting Yea: Councilor Adams, Mayor Connelly, Councilor MacGregor. Voting Nay: Councilor Sutherland

There being no further business, the meeting adjourned at 7:43 AM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk

DATE: 02/08/2024
 TIME: 13:02:05
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/12/2024

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
CITY WIDE		
0401740	DATEL CONSULTING GROUP LLC	267.00
0715808	GOVCONNECTION INC	995.63
0805450	FORTRA, LLC	232.05
1915248	SHI INTERNATIONAL CORP	25,932.00
1920240	CHAD B STERLE	3,120.00
	TOTAL CITY WIDE	30,546.68
SPECIAL PROJECTS-BUDGETED		
1900225	SEH	510.00
	TOTAL SPECIAL PROJECTS-BUDGETED	510.00
ADMINISTRATION		
1205090	LEAGUE OF MINNESOTA CITIES	50.00
	TOTAL ADMINISTRATION	50.00
BUILDING SAFETY DIVISION		
0221650	BURGGRAF'S ACE HARDWARE	65.93
0605652	FERGUSON WOLSELEY IND GROUP	141.29
1901535	SANDSTROM'S INC	319.02
2116420	UPKEEP TECHNOLOGIES, INC	1,686.00
	TOTAL BUILDING SAFETY DIVISION	2,212.24
COMMUNITY DEVELOPMENT		
0718060	GRAND RAPIDS HERALD REVIEW	75.39
1917750	SQUIRES, WALDSPURGER & MACE PA	2,117.25
	TOTAL COMMUNITY DEVELOPMENT	2,192.64
COUNCIL/COMMISSION/BOARDS		
0718060	GRAND RAPIDS HERALD REVIEW	216.00
1309275	LEAGUE OF MINNESOTA CITIES	30.00
2018225	TREASURE BAY PRINTING	278.00
2305711	WESTERN MESABI MINE PLANNING	900.00
	TOTAL COUNCIL/COMMISSION/BOARDS	1,424.00

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INVOICES DUE ON/BEFORE 02/12/2024

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
FINANCE		
0914540	INNOVATIVE OFFICE SOLUTIONS LL	65.75
	TOTAL FINANCE	65.75
FIRE		
0118100	ARAMARK UNIFORM SERVICES	59.56
0121721	AUTO VALUE - GRAND RAPIDS	289.90
0601346	FAIRVIEW HEALTH SERVICES	175.00
0718211	GREAT PLAINS FIRE INC	250.00
1801610	RAPIDS PLUMBING & HEATING INC	426.00
1815700	ROSENBAUER MINNESOTA LLC	98.95
1901535	SANDSTROM'S INC	236.41
	TOTAL FIRE	1,535.82
INFORMATION TECHNOLOGY		
0805450	FORTRA, LLC	232.05
1600200	PDQ.COM CORP	1,275.00
1915248	SHI INTERNATIONAL CORP	174.00
2112400	ULINE, INC	2,322.57
	TOTAL INFORMATION TECHNOLOGY	4,003.62
PUBLIC WORKS		
0221650	BURGGRAF'S ACE HARDWARE	97.88
0301685	CARQUEST AUTO PARTS	442.63
0315455	COLE HARDWARE INC	407.27
0315501	COMPASS MINERALS AMERICA, INC.	4,590.76
0401420	DAKOTA FLUID POWER, INC	556.25
0513233	EMERGENCY AUTOMOTIVE TECH INC	257.52
0601690	FASTENAL COMPANY	3,004.27
0718021	GRAND RAPIDS GM INC	222.29
0800040	H & L MESABI	2,230.00
1200500	L&M SUPPLY	4.98
1209735	LITTLE FALLS MACHINE INC	6,319.97
1301213	MARTIN'S SNOWPLOW & EQUIP	589.06
1315690	MORTON SALT	6,395.90
1415030	NAPA SUPPLY OF GRAND RAPIDS	11.20
1415545	NORTHLAND LAWN & SPORT, LLC	298.96
1421155	NUCH'S IN THE CORNER	126.00
1621125	PUBLIC UTILITIES COMMISSION	10,556.26
1900225	SEH	230.00
1911545	SKOGLUND ELECTRIC LLC	266.03

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 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/12/2024

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
PUBLIC WORKS		
1915248	SHI INTERNATIONAL CORP	4,255.36
2018560	TROUT ENTERPRISES INC	1,125.00
2209421	VIKING ELECTRIC SUPPLY INC	602.00
2305453	WESCO RECEIVABLES CORP	12,714.50
2501525	YANMAR COMPACT EQUIPMENT NORTH	3,003.30
	TOTAL PUBLIC WORKS	58,307.39
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	29.42
0415529	DONDELINGER FORD	52.78
0914200	INDUSTRIAL LUBRICANT COMPANY	1,267.75
1301720	MATCO TOOLS	157.45
1621125	PUBLIC UTILITIES COMMISSION	735.20
	TOTAL FLEET MAINTENANCE	2,242.60
POLICE		
0103325	ACHESON TIRE INC	35.00
0118625	ARROW EMBROIDERY/PHOTO EXPRESS	340.00
0121721	AUTO VALUE - GRAND RAPIDS	155.99
0218118	STEVEN ELDOR BREITBARTH	160.00
0221650	BURGGRAF'S ACE HARDWARE	49.94
0301685	CARQUEST AUTO PARTS	92.87
0409501	JOHN P. DIMICH	4,583.33
0920059	ITASCA COUNTY SHERIFFS DEPT	7,000.00
0920069	ITASCA GUN CLUB	500.00
1105445	DR MICHAEL KELLER, PHD	650.00
1618125	PRAXAIR DISTRIBUTION INC	99.25
1800149	RCB COLLECTIONS	25.00
1920233	STREICHER'S INC	2,679.99
2000400	T J TOWING	127.75
	TOTAL POLICE	16,499.12
RECREATION		
0221650	BURGGRAF'S ACE HARDWARE	131.91
1309240	MINNESOTA ICE ARENA MANAGERS	250.00
1309332	MN STATE RETIREMENT SYSTEM	1,292.55
1901535	SANDSTROM'S INC	654.26
	TOTAL RECREATION	2,328.72

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INVOICES DUE ON/BEFORE 02/12/2024

VENDOR #	NAME	AMOUNT DUE

CENTRAL SCHOOL		
0218745	ASHLEY BRUBAKER	182.43
0221650	BURGGRAF'S ACE HARDWARE	13.99
1801555	RAPID PEST CONTROL INC	70.00
	TOTAL	266.42
AIRPORT		
0301685	CARQUEST AUTO PARTS	46.14
0321505	CUMMINS INC	1,661.84
0504825	EDWARDS OIL INC	1,042.35
0705525	GENERAL AVIATION NEWS	183.00
2018680	TRU NORTH ELECTRIC LLC	653.45
T001502	MIDWEST FLYER MAGAZINE	46.50
T001503	NORTHSTAR MEDIA, INC	260.00
	TOTAL	3,893.28
CIVIC CENTER		
GENERAL ADMINISTRATION		
0221650	BURGGRAF'S ACE HARDWARE	242.79
0315455	COLE HARDWARE INC	21.33
0701650	GARTNER REFRIGERATION CO	2,883.73
1201430	LAKE SUPERIOR CUTTING EDGE LLC	250.00
1201730	LATVALA LUMBER COMPANY INC.	39.48
1415595	NORTHWOODS CLEANING COMPANY	6,846.58
1800655	R & R SPECIALTIES INC	1,169.75
1801610	RAPIDS PLUMBING & HEATING INC	5,844.10
2209421	VIKING ELECTRIC SUPPLY INC	364.00
	TOTAL GENERAL ADMINISTRATION	17,661.76
POLICE DESIGNATED FORFEITURES		
1920233	STREICHER'S INC	1,722.00
	TOTAL	1,722.00
CEMETERY		
2501525	YANMAR COMPACT EQUIPMENT NORTH	164.84
	TOTAL	164.84

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INVOICES DUE ON/BEFORE 02/12/2024

VENDOR #	NAME	AMOUNT DUE

GR/COHASSET IND PK INFRAST		
1900225	SEH	8,316.00
	TOTAL	8,316.00
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-IT DEPT		
1915248	SHI INTERNATIONAL CORP	16,660.40
	TOTAL CAPITAL OUTLAY-IT DEPT	16,660.40
CIVIC CENTER CAPITAL IMP PJT		
IRA CIVIC CENTER RENOVATION		
0114200	ANDERSON GLASS	4,500.00
0701650	GARTNER REFRIGERATION CO	4,000.00
1801610	RAPIDS PLUMBING & HEATING INC	1,779.50
1801613	RAPIDS PRINTING	204.24
1900225	SEH	436.25
2023500	218 ELECTRIC LLC	650.00
T001227	LANDWEHR CONSTRUCTION INC	10,166.99
	TOTAL IRA CIVIC CENTER RENOVATION	21,736.98
2023 INFRASTRUCTURE BONDS		
CP2015-1 SYLVAN BAY OVR/UTIL		
1900225	SEH	4,850.45
	TOTAL CP2015-1 SYLVAN BAY OVR/UTIL	4,850.45
STORM WATER UTILITY		
0301685	CARQUEST AUTO PARTS	33.98
	TOTAL	33.98
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$197,224.69
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0104095	DALE ADAMS	77.29
0113105	AMAZON CAPITAL SERVICES	272.64
0205640	LEAGUE OF MN CITIES INS TRUST	2,646.27
0305530	CENTURYLINK QC	51.00
0309600	CIRCLE K/HOLIDAY	1,052.38

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 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/12/2024

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL	APPROVAL	
PRIOR APPROVAL		
0315543	CONSTELLATION NEWENERGY -GAS	700.35
0718015	GRAND RAPIDS CITY PAYROLL	310,782.03
0815440	HOLIDAY STATIONSTORES LLC	214.50
0900060	ICTV	34,420.60
1201402	LAKE COUNTRY POWER	53.25
1205097	TIMM TRAINING & CONSULTING LLC	600.00
1301145	MARCO TECHNOLOGIES, LLC	107.54
1305065	MEDTOX LABORATORIES INC	131.90
1305725	METROPOLITAN LIFE INSURANCE CO	2,244.79
1309098	MINNESOTA MN IT SERVICES	460.71
1309199	MINNESOTA ENERGY RESOURCES	4,372.55
1309332	MN STATE RETIREMENT SYSTEM	2,070.00
1309335	MINNESOTA REVENUE	1,132.00
1309338	MN STATE TREAS/BLDG INSPECTOR	3,163.42
1309375	MINNESOTA UNEMPLOYMENT COMP FD	7,934.75
1309525	UNIVERSITY OF MN (MINITEX)	2,350.00
1315650	ANDY MORGAN	12.86
1321750	MUTUAL OF OMAHA	473.22
1415479	NORTHERN DRUG SCREENING INC	86.00
1503151	ODC - MOTOR VEHICLE	765.00
1516220	OPERATING ENGINEERS LOCAL #49	127,444.00
1601305	THOMAS J. PAGEL	1,073.34
1601750	PAUL BUNYAN COMMUNICATIONS	1,710.30
1621130	P.U.C.	11,267.60
1901325	ST CLOUD STATE UNIVERSITY	435.00
1921620	SUPERIOR USA BENEFITS CORP	195.00
2000100	TASC	33.75
2305825	WEX INC	6,237.03

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$524,571.07

TOTAL ALL DEPARTMENTS \$721,795.76



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 12, 2024

AGENDA ITEM: Consider Voiding Lost Accounts Payable Check and Issue a Replacement Check

PREPARED BY: Laura Pfeifer

BACKGROUND:

Accounts payable check #155058 issued to Bunes Septic Service, Inc. on November 21, 2023 for \$1,595.00 is lost. Colleen Casey on behalf of Bunes Septic Service, Inc. has completed an Affidavit of Lost Check for the lost check.

REQUESTED COUNCIL ACTION:

Make a motion to void lost accounts payable check #155058, issue a new check and waive bond requirements for the check issued to Bunes Septic Service, Inc. in the amount of \$1,595.00.

AFFIDAVIT

STATE OF) Minnesota
) SS
COUNTY OF) Itasca

Colleen Casey, being first duly sworn on oath, states that he/she resides at **20693 Bluebird Drive, Grand Rapids, MN, 55744** and that he/she is the payee named in a check number **155058**, issued to **Bunes Septic Service, Inc.**, drawn by **City of Grand Rapids** dated **November 21, 2023**, for the sum of **\$1,595.00**; that to my knowledge this check was never endorsed by me, that I did not authorize anyone to endorse it for me, and that the circumstances of the loss or destruction of the check are as follows:

Accounts Payable lost check

I am making this Affidavit in conjunction with my request that the **City of Grand Rapids** issue a duplicate check. I understand that I make this Affidavit under oath and that I may be subject to criminal penalty if my statements in this Affidavit are false.

SIGNED Colleen Casey

Subscribed and sworn to before me

This 1st day of February, 2024.

[Signature]
Notary Public





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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 12, 2024

AGENDA ITEM: Consider approving a Lease Agreement with the Northeast Higher Education District for use of the City's athletic fields.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

This is the annual Lease Agreement for ICC's use of Streetar Baseball Field. They are not fielding a girl's fastpitch team this year so they will not be using the softball fields at the Grand Rapids Sports Complex. The Lease reflects a 3% increase in fees over 2023.

REQUESTED COUNCIL ACTION:

Make a motion to approve a Lease Agreement with the Northeast Higher Education District for use of the City's athletic fields.

LEASE AGREEMENT

This lease, made this 1st day of February, 2024, between the City of Grand Rapids, a Municipal Corporation, hereafter called the "Lessor", and Minnesota North College including the campuses of Hibbing, Itasca, Mesabi Range, Vermilion, and Rainy River, hereafter called the "Lessee".

Whereas, Lessor owns and operates the Legion Baseball Field and the Grand Rapids Sports Complex; and

Whereas, Lessee has determined that the Legion Baseball Field and the Grand Rapids Sports Complex are suitable facilities for conducting their athletic programs; and

Whereas, Lessor and Lessee wish to enter into this Lease Agreement for the purpose of establishing the terms and conditions pursuant to which the Lessee shall lease the above-named facilities; and

NOW THEREFORE, for good and valuable mutual consideration, Lessor and Lessee mutually agree as follows:

ARTICLE I

1. Lease Agreement: In consideration of and subject to the mutual conditions and obligations of this Lease Agreement to be kept and performed, including the obligation to lease, Lessor does hereby lease to Lessee the Legion Baseball Field and the Grand Rapids Sports Complex Softball Fields solely to the extent of this Lease Agreement.

2. Lessee's Right of Possession and Use: Lessee shall have the right to possess and use the Legion Baseball Field and the Grand Rapids Sports Complex Softball Fields for the purposes, to the extent and at the times set forth in Exhibit A attached hereto, and incorporated by reference. Lessee's right to possess and use the aforementioned facilities shall be intermittent and confined to those portions of the facilities specifically identified in Exhibit A. Lessor and its licensees shall have the right to enter upon and use the aforementioned facilities at all times not consistent with Exhibit A. Lessee shall at all times comply with all statutes, ordinances, codes and regulations of any governmental authority concerning the use of the premises. Lessee shall not permit any hazardous or dangerous activity to be conducted at the aforementioned facilities or allow any activity which will increase insurance risks or premiums on the premises.

3. Schedule of Use: Lessee shall submit to Lessor annually before March 1 for Baseball and Softball schedules of all purposed uses for the upcoming seasons, which

schedules shall be subject to Lessor's approval. It is understood that ISD #318 baseball and softball teams receive priority scheduling rights.

4. Supervision: Safety: Lessee agrees to assume full responsibility for the supervision of all persons entering the aforementioned facilities in conjunction with the Lessee's activities or events, including participants, coaches and other staff and spectators. Lessee shall require that all such persons conduct themselves in an orderly and safe manner consistent with the policies for use of the aforementioned facilities.

5. Concessions: Lessor retains the exclusive right to operate all concessions at the aforementioned facilities either through representatives of Lessor or Lessor's assignees. This Lease Agreement does not confer upon the Lessee the right to operate concessions.

6. Gate Receipts and Admission Charges: The Lessee shall, with prior approval by the Lessor and at their own expense, have the right to charge admission fees for their events. Provisions for simultaneous events held at the Grand Rapids Sports Complex must be made for participants, coaches and spectators for those events.

ARTICLE II

1. Lease: Lessee shall pay to Lessor according to the following schedule: by August 1, 2024 Lessee shall pay \$4,125.00 for baseball and \$0.00 for softball.

*If seasons are cancelled by the Governor due to Covid-19, lease rates will be reduced by 25%.

Lease payments shall be payable to the City of Grand Rapids and mailed or delivered to: City Hall, 420 N Pokegama Avenue, Grand Rapids, MN 55744.

ARTICLE III

1. Maintenance and Repair: Lessor shall at all times during the term of this Lease Agreement, at Lessor's own cost and expense, repair and maintain the aforementioned facilities and any improvement or alterations except as otherwise provided in this Article.

2. Damages: Lessee shall reimburse Lessor for the reasonable cost to repair and restore the aforementioned facilities in the event of damage to the premises caused by participants, coaches or other staff, or spectators who are in or upon the aforementioned facilities in conjunction with any of the Lessee's activities or events.

3. Cleanup: Although Lessor retains ultimate responsibility for maintenance, Lessee shall perform routine cleanup after its use of the premises, including proper storage of equipment, pick up and proper disposal of litter.

4. Alterations, Improvements: Lessee shall not make alterations or improvements to the premises without the advanced written consent of Lessor.

5. Facility Preparation: The Lessor shall prepare the Grand Rapids Sports Complex softball fields including mowing, infield dragging, field painting, and disposal of garbage and rest room maintenance. An outfield fence shall be placed on the game field as needed. Lessee will perform infield dragging and field painting at Legion Field.

ARTICLE IV

1. Term: The term of this Lease Agreement shall be from April 1 - October 30, 2024.

ARTICLE V

1. Lessor's Access: The Lessor shall have the right to enter the leased premises for the purpose of inspecting, repairing, altering or improving the leased facilities or for any other purpose not inconsistent with Exhibit A.

ARTICLE VI

1. Indemnity: Lessee shall protect, defend, hold harmless and indemnify Lessor against any and all claims, actions, losses, costs, expenses and liabilities, including reasonable attorneys' fees for defense, arising out of or in any way related to Lessee's use of the premises or any of Lessee's activities or events, save when said claim, action, loss, cost, expense or liability is proximately caused solely and exclusively by the negligence or breach of this Lease Agreement by Lessor. In case of any action or proceeding brought against Lessor by reason of a claim covered by this Paragraph 11.1, upon notice from Lessor, Lessee covenants to defend such action or proceeding by counsel reasonable satisfactory to Lessor.

2. Insurance: Lessee shall maintain throughout the term of this Lease Agreement policy of comprehensive general liability insurance with limits of as specified below for the calendar year 2024 and must name the City of Grand Rapids as an additional insured. The limit of such insurance policy shall not be less than the City's maximum limits of liability as set forth in **Minn. Stat. Sec. 466.04**. Said policy of insurance shall be evidenced by a certificate of insurance, which shall be placed on file with Lessor by Lessee prior to commencement of occupancy of the premises by Lessee. Each such policy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or

modified without giving Lessor thirty (30) days advance written notice of such change. The policy shall also contain a contractual liability endorsement evidencing insurance coverage for Lessee's indemnification obligation to Lessor under this Lease Agreement.

3. Liability to Lessee: Lessor shall not be liable to Lessee or to any employee, student or invitee of Lessee for any claim or cause of action arising out of death, injury, damage to property occurring in, on or about the leased premises except for damages, attributable exclusively to the negligence or breach of this Lease Agreement by Lessor, its employees or agents, by a court of competent jurisdiction.

4. Liability Limits Not Waived: Nothing in this Article VI shall cause either Lessor or Lessee to be subject to liability in excess of any statutory limits of liability applicable to Lessor or Lessee.

ARTICLE VII

1. No Partnership: Nothing contained in this Lease Agreement shall be deemed or construed to create a partnership or joint venture of or between Lessor and Lessee or to create any other relationship between the parties hereto other than that of Lessor and Lessee.

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

APPROVED:

1. LESSOR: City of Grand Rapids

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

By (authorized signature)
Title
Date

By (authorized signature)
Title
Date

2. Minnesota State: STATE OF MINNESOTA BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES, ON BEHALF OF Minnesota North College

By (authorized signature)
Title
Date

3. AS TO ENCUMBRANCE:

By (authorized signature)
Title
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature)
Title
Date

Exhibit A**Softball Uses at Grand Rapids Sports Complex Include:**

- Itasca Campus Women's Fastpitch Softball Practices – **Cancelled for 2024**
- Itasca Campus Women's Fastpitch Softball Regular Season and Post-Season Games (Field preparation to be performed by Lessor) – **Cancelled for 2024**
- Tournament games are NOT included in this lease and will be invoiced at \$100 per game
- Any home games hosted by Minnesota North College including Hibbing Campus, Mesabi Range Campus, Vermilion Campus and Rainy River Campus at \$100 per game (Field preparation to be performed by Lessee)

Baseball Uses at Legion Field Include:

- Itasca Campus Spring and Fall Baseball Practices
- Itasca Campus Baseball Regular and Post-Season Games (Field preparation to be performed by Lessee)
- Any home games hosted by Minnesota North College including Hibbing Campus, Mesabi Range Campus, Vermilion Campus and Rainy River Campus at \$100 per game (Field preparation to be performed by Lessee)
- will be invoiced at \$250 per game (Field preparation to be performed by Lessee)



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 12, 2024

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 2023 budget on December 19, 2022. The budget included an operating transfer in the amount of \$36,922 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 \$34,753. The budget also included an operating transfer in the amount of \$59,950 from the General Fund to the Special Revenue Fund-Central School. The actual revenue for Central School is more than budgeted so the required operating transfer is \$58,289.

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 \$34,753 and transfer from the General Fund to the Special Revenue Fund-Central School in the amount of \$58,289 as of December 31, 2023.

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

RESOLUTION NO. 24-

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 \$34,753 AND A TRANSFER FROM THE GENERAL FUND TO SPECIAL REVENUE FUND-CENTRAL SCHOOL IN THE AMOUNT OF \$58,289 AS OF DECEMBER 31, 2023

WHEREAS, on December 19, 2022, the Grand Rapids City Council approved the 2023 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, 2023:

- \$34,753 from the General Fund to the Special Revenue Fund- Domestic Animal Control Facility, and
- \$58,289 from the General Fund to the Special Revenue Fund-Central School

Adopted this 12th day of February 2024.

Tasha Connelly, 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 12, 2024

AGENDA ITEM: Consider approving On-Sale Wine license and 3.2 Beer License for Unwined Up North

PREPARED BY: Kimberly Gibeau

BACKGROUND:

The previous owners of Unwined Up North, Tia Marie, will be reclaiming the business and is requesting approval for new On-Sale Wine and 3.2 Beer licenses.

REQUESTED COUNCIL ACTION:

Make a motion to approve On-sale wine and 3.2 beer licenses for Unwined Up North.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 12th, 2024

AGENDA ITEM: Consider approving the purchase of two pickup truck snowplows

PREPARED BY: Matt Wegwerth

BACKGROUND:

The public works department needs to purchase 2 new snowplows for new trucks. The attached quote from Martin's Snowplow and Equipment will provide two 9'6" Western snowplows and accessories. These will be mounted to PW 290 and AP 72.

The quote is based on the Sourcewell Purchasing Cooperative, which the City of Grand Rapids is a member.

Total cost for two plows is \$21,727.30

REQUESTED COUNCIL ACTION:

Make a motion approving the purchase and payment of two Western Snowplows and accessories from Martin's Snowplow & Equipment in the amount of \$21,727.30.

E S T I M A T E

Item 10.



**MARTIN'S SNOWPLOW
AND EQUIPMENT**
105 East US 2
Cohasset, MN 55721
Phone #: (218)999-0770
Fax #: (218)999-5704

PHONE #: (218)360-0607
CELL #: (218)360-0607
ALT. #:
P.O.#: **MUNI DISC**
TERMS: **Net 10th EOM**
SALES TYPE: **Estimate**
TAG #:

DATE: **1/19/2024**
ORDER #: **15925**
CUSTOMER #: **101906**
CP: **DanM**
LOCATION: **1**
STATUS: **Active**
TECH: **DanM**

BILL TO 101906

CITY OF GRAND RAPIDS PUBLIC WORKS
500 SE 4TH STREET
GRAND RAPIDS, MN 55744 US

SHIP TO

CITY OF GRAND RAPIDS PUBLIC WORKS
500 SE 4TH STREET
GRAND RAPIDS, MN 55744 US

YEAR	MFR	MODEL NUMBER	DESCRIPTION	VIN/SERIAL #	MILEAGE/METER
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1: Job 1 Tech: DanM []

MFR	LOCATION	DESCRIPTION	QTY	PRICE	NET	TOTAL
WP		9'6" MVP 3 STEEL W/LED SNOWPLOW PACKAGE	1	\$9,800.75	\$9,800.75	\$9,800.75
WP	74495	BLADE ASSY - 9-1/2' MVP 3 MS S/N:			\$0.00	\$0.00
WP	74300-4	BIG BOX ASSY MVP3 S/N:			\$0.00	\$0.00
WP	72525	LIGHT KIT, LED, COMPLETE S/N:			\$0.00	\$0.00
WP	29070-1	MODULE 3 PORT - DRL/NON-DRL S/N:			\$0.00	\$0.00
WP	35500	CONTROL, PLOW, HANDHELD WP WESTERN S/N:			\$0.00	\$0.00
WP		RUBBER DEFLECTOR KIT - 18"	1	\$650.16	\$514.08	\$514.08
WP		SHOE KIT	1	\$327.34	\$258.82	\$258.82
****		WESTERN MUNICIPAL DISCOUNT/SOURCEWELL STATE BID	1	\$0.00	-\$795.00	(\$795.00)

Parts Job 1: \$9,778.65

LABOR	DESCRIPTION	HRS	RATE	AMOUNT	TOTAL
IN-03	BUILD TRUCK PLOW	2	\$110.00		\$220.00
IN-04	INSTALL SNOWPLOW MOUNT	2.5	\$110.00		\$275.00
IN-05	INSTALL TRUCK SIDE PLOW WIRING-LED	4.5	\$110.00		\$495.00
IN-12	DEFLECTOR INSTALL-V / NON-BOSS	0.75	\$110.00		\$82.50

Hours Job 1: 9.75 Labor Job 1: \$1,072.50

EXTRAS	DESCRIPTION	QTY	PRICE	AMOUNT	TOTAL
SS	SHOP SUPPLIES	1	\$10.00		\$10.00
ENV	ENVIRONMENTAL FEE	1		\$2.50	\$2.50

Extras Job 1: \$12.50

Subtotal Job 1: \$10,863.65

Prices reflected on this quote are valid for 30 days and while current supplies last. However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect.

TOTAL PARTS: \$9,778.65
TOTAL LABOR: \$1,072.50
TOTAL EXTRAS: \$12.50
SUBTOTAL: \$10,863.65

E S T I M A T E

Item 10.



MARTIN'S SNOWPLOW
AND EQUIPMENT
105 East US 2
Cohasset, MN 55721
Phone #: (218)999-0770
Fax #: (218)999-5704

PHONE #: (218)360-0607
CELL #: (218)360-0607
ALT. #:
P.O.#: MUNI DISC
TERMS: Net 10th EOM
SALES TYPE: Estimate
TAG #:

DATE: 1/19/2024
ORDER #: 15925
CUSTOMER #: 101906
CP: DanM
LOCATION: 1
STATUS: Active
TECH: DanM

TAX: \$0.00
ORDER TOTAL: \$10,863.65

Authorized By: _____



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 12th, 2024

AGENDA ITEM: Consider approving the purchase of a new pressure washer

PREPARED BY: Matt Wegwerth

BACKGROUND:

The public works department needs to replace the current trailer mounted pressure washer. The existing Landa unit was purchased in 1998 and has several needed repairs and safety concerns. This piece of equipment is primarily used for cleaning and steaming storm sewers and will be funded by the Stormwater Utility account.

Summary of quotes received is shown below:

Dakota Fluid Power - \$9,994.65

American Pressure Inc. - \$10,620.00

Staff recommend selecting the low quote from Dakota Fluid Power for a new Mi-T-M HVS series hot water pressure washer.

REQUESTED COUNCIL ACTION:

Make a motion approving the purchase and payment of a Mi-T-M pressure washer from Dakota Fluid Power in the amount of \$9,994.65.



Bill To:
Dakota Fluid Power, Inc.
34718 Industrial Blvd E
Cohasset, MN 55721
US

Sales Location:
Grand Rapids

Order Number	
2259045	
Order Date	Page
01/15/2024 11:06:31	1 of 2

Quote Expires On: 02/14/2024

Bill To:
 CITY OF GRAND RAPIDS
 ATTN: Accounts Payable
 420 N Pokegama Ave
 Grand Rapids, MN 55744-2658

Ship To:
 CITY OF GRAND RAPIDS
 Public Works
 500 Se 4th St
 Grand Rapids, MN 55744-3666

Ship To Phone: 218-326-7600

Customer ID: 116536 **TERMS:** Net 30

<i>PO Number</i>	<i>Required Date</i>	<i>Carrier Code</i>	<i>Taker / Salesman</i>
Pending Kevin	1/15/2024	Will Call	BRANDON.WELCH

<i>Quantities</i>					<i>Item ID</i> <i>Item Description</i>	<i>Pricing UOM</i> <i>Unit Size</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM Unit Size</i>	<i>Disp.</i>				
1.00	0.00	1.00	EA		HVS-3506-1H6G	EA	9,994.6500	9,994.65
				1.0	Hot Water Pressure Washer, 5.6@3500			
					5.6 GPM @ 3500 PSI, GX630 Honda, #1/#2 diesel or kerosene fired			
					Added Options:			
					HX-0140 - 250° Steam (\$35.38)			
					HX-0145 - Adjustable Thermostat (\$65.38)			
					HX-0146 - Hour Meter (\$106.92)			
					HX-0143 - Trapping Unloader (\$65.38)			

Total Lines: 1

SUB-TOTAL: 9,994.65
TAX: 0.00
AMOUNT DUE: 9,994.65
 U.S. Dollars

ALL SALES SUBJECT TO OUR TERMS AND CONDITIONS LOCATED AT:
www.dakotafluidpower.com/terms-and-conditions



Dakota Fluid Power, Inc.

Terms and Conditions

Item 11.

DEFINITIONS

"Seller" is defined as Dakota Fluid Power, Incorporated, and its Divisions.

"Customer" is defined as person or entity purchasing goods or service from Seller.

"Agreement" is defined as Terms and Conditions contained herein.

"EXW" (Ex Works) refers to international shipments; is an international trade term that describes an agreement in which the seller is required to make goods ready for pickup at his or own place of business. Exact definition differs by jurisdiction.

"FOB" is defined as Freight on Board, shipping point.

GENERAL - These terms and conditions of sale and warranty, and the Sellers Quote or Order Acknowledgement to which they have been incorporated by reference, shall constitute the final, complete and exclusive statement of this contract and may not be modified or rescinded, except by a written instrument signed by the parties. As an offer, the Sellers Quote or Order Acknowledgement expressly limits acceptance to these terms and conditions. As an acceptance of the Customer's offer, this acceptance is expressly conditioned on the Customer's assent to any additional or different terms contained herein. As a confirmation of an existing contract, the parties agree that the Sellers Quote or Order Acknowledgement and these terms and conditions of sale and warranty constitute the final, complete and exclusive terms and conditions of the contract between the parties. Any varying, differing or additional terms and conditions contained in the Customer's purchase order, request for quotation or elsewhere in any other document shall not be binding upon the Seller.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY See Warranties and Limitations (Separate Document)

PRICES/TAXES

Prices quoted by Seller in the quotation are:

- Subject to change without notice.
- Exclusive of all Federal, State, Municipal or other Government Excise Sales Use, Occupational or like taxes, now in force or to be enacted in the future.
- Subject to an increase equal in amount to any tax Seller may be required to collect to pay upon the sale of the items quoted.
- Quoted as EXW or FOB.

PRODUCTION ESTIMATES

- Production estimates are based on Seller's analysis and understanding of the work to be performed and assume various production factors including normal working conditions and the use of materials which conform to: (i) the specification contained herein, (ii) the specifications and supply of goods (iii) the standards of the industry. It is therefore EXPRESSLY UNDERSTOOD THAT PRODUCTION ESTIMATES ARE NOT GUARANTEED.
- Work tolerances, if any, to be obtained by the Goods are based on Seller's assumption that the material to be processed will have been properly processed through all previous operations, inspections and will be of quality standard, which will not impede achievement of the quoted tolerances.
- Seller's obligation with respect to production estimates shall be fully and completely satisfied when Customer has provided documentation of approval.

SHIPPING/DELIVERY ESTIMATES

- Any shipping date expressed is approximate and dependent upon prior sales and circumstances beyond Seller's control.
- The Shipping date will be computed from the date of receipt of all data required to enable complete engineering or acceptance of purchase order as provided in the Acceptance paragraph above, whichever is later.
- Seller shall not be liable for damages or delays in performance due to circumstances beyond its reasonable control, including without limiting the generality of the foregoing, any priority system established by any agency of the United States Government, acts of God, accidents, strikes, insurrections, war, shortages of materials, lack of transportation and failure of performance of subcontractors or suppliers for similar reasons. Failure of Seller to perform for these reasons shall not be grounds for Customer's cancellation of its order but the delivery date shall be extended accordingly and Seller will notify Customer of the causes of the anticipated delay. Customer's receipt of the Goods, upon their delivery, waives all of Customer's claims for delay. Damages under this section are limited to the terms of the Limitation of Liability section.
- Seller shall have the right to select the carrier unless the carrier is designated by Customer and upon delivery of the Goods by Seller to the carrier, the carrier shall be deemed to be the agent of Customer and thereafter risk of loss shall be on Customer.
 - Inspections/Acceptance - Customer shall be responsible for thoroughly inspecting each shipment of products upon receipt.
 - Partial shipments - Unless otherwise stated, Seller reserve the right to partial ship and bill accordingly.

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCASIONED BY DELAYS WHETHER OR NOT SUCH DELAYS ARE BEYOND SELLER'S CONTROL.

PAYMENT/TERMS

- Customer, if credit terms have been established, agrees that invoices are due within the terms established at time of order.
- Customer, without credit terms established, agrees to pay invoice at time of purchase.
- Interest may be charged at the rate of two percent (2.0%) per month or the maximum rate allowed under state law, if it is a lesser number, on any payments which are not received by the due date. Any expense of collection, including reasonable attorney's fees, shall be borne by Customer.
- International transaction payments shall be made via wire transfer, prior to shipment of product.
- Seller reserves the right to modify these terms for international business and special projects.

SPECIAL ORDERS

Customers that do not have credit terms with Seller, agree that Special Order parts are to be prepaid when order is placed and all shipping costs incurred with the order will be invoiced at delivery of said special order.

PROPERTY AND PATENT RIGHTS

- Seller retains for itself any and all property rights, including but not limited to all patent, copyright, and trade secret rights, to the Software Materials and to all designs, engineering details, documentation, and other data pertaining to any equipment designed in connection herewith and to all right of discovery, invention or patent rights arising out of the work done in connection herewith. Customer expressly agrees that it will not assert any property rights herein, except the right for itself and subsequent owners to use the equipment.
- Seller grants Customer a nonexclusive and nontransferable license to use one copy of the Software Materials for its own internal purposes for a term of 99 years. Pursuant to such license, Customer shall have the right to copy the Software Materials solely for back-up and archival purposes. Customer expressly agrees that it will not assert any property rights herein, except the right for itself and subsequent owners to use the equipment.
- Customer acknowledges that the Software Materials constitute valuable trade secrets of Seller and are unpublished works on which Seller, or Seller's vendor, holds the sole and exclusive copyright. Customer agrees to maintain and protect the confidentiality of these trade secrets and agrees not to disclose them or use them for any purpose not contemplated by this Agreement. Customer agrees to formulate and adopt appropriate safeguards in light of its own operating activities, to insure protection of the confidentiality of these trade secrets. Customer shall immediately notify Seller of any information which comes to its attention which indicates that there has been any loss of confidentiality of Seller's trade secret information.

DRAWINGS

Drawings will be provided by Seller only upon special request of Customer and subsequent approval of Seller.

- Seller may provide reproducible copies of specification sheets, which list all assemblies and components. Pertinent assembly drawings will be included in the instruction manual.
- Seller may provide original layout drawings, complete fixture drawings and lubrication diagrams with related information.

INSTALLATION/FIELD ENGINEER SERVICES

Unless otherwise specifically indicated, the quoted prices DO NOT include the services of Seller's field engineer to supervise the installation of equipment and instruct the operator in its proper use.

CUSTOMER'S USE AND OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

- All Customer's responsibility to provide anything that may be necessary to effectively protect all personnel from all bodily injury which otherwise may result from the method of particular use, operation, set-up or service of the Seller's products. If supplied or required, the operator's manual or machine manual, all applicable Safety Standards, OSHA regulations, other sources and other applicable regulations should be consulted to protect personnel.
- The proposed equipment or goods may not be used without all recommended or included safety devices.

RETURNS

Return of merchandise must be authorized in writing by Seller, have Seller's "Return Merchandise Authorization" (RMA) number and be accompanied by a copy of original packing slip verifying shipment from Seller's plant or warehouse. Any request to return goods must be made within ten (10) days from the receipt of the goods by Purchaser.

- All returns will be subject to inspection. Returns must be in original container and in a resalable condition; no signs of contamination or damage and with no visible signs of having been installed.
- Certain products purchased from Seller that has been removed from the original packaging may not be returnable.
- Special order parts are subject to vendor return policy and may not be returnable. There will be a 10% return fee on the part(s) in addition to any vendor return fees if the part is returnable. Return freight charges from Seller to manufacturer will be applied.
- There will be no returns on any parts after 30 Days from purchase.
- There will be no refunds on freight charges.

CANCELLATION

Non-Cancellable and Non-Returnable items may only be returned or cancelled upon the express written approval of Seller. If no such approval is granted, Customer remains responsible for payment of any and all invoices relating to such items. Any customized fabricated system sold to Customer shall be non-cancellable, non-returnable. In the event Seller grants Customer cancellation of an order or any part thereof, cancellation charges shall be paid by Customer to Seller as follows:

- Any and all work that is complete or scheduled for completion within thirty (30) days of the date of cancellation granted by Seller shall be invoiced to Customer and paid in full.
- For work-in-process, other than covered by item a) above, and any materials and supplies procured, or for which definite commitments have been made by Seller in connection with Customer's order, the Customer shall pay the actual costs and overhead expenses determined in accordance with Seller's normal accounting practices, plus a minimum of fifteen percent (15%), upon invoicing.
- All cost of storage, insurance, hauling, boxing or other costs in connection with material owned by Customer but on hand at Seller's premises on account of cancellation shall be borne by the Customer.

FOREIGN PRINCIPAL PARTY IN INTEREST; FREIGHT FORWARDER AND DOCUMENTATION (EX-WORKS)

It is specifically agreed that the Customer shall be the foreign principal party in interest and/or that its freight forwarder shall act as Customer's agent in such capacity for Export Administration Act or other applicable purposes, and Customer and freight forwarder shall assume responsibility for all export or routed transactions documentation. At Seller's request, Customer or its freight forwarder shall provide copies of any export, shipping, or import documentation prepared by Customer or its freight forwarder related to sales to them by Seller.

PERMITS, EXPORT, AND IMPORT LICENSES

Customer shall be responsible for obtaining any licenses or other official authorizations that may be required by the country of importation and/or under the Export Administration Regulations, International Traffic in Arms Regulations, Toxic Substances Control Act, or other applicable laws or regulations.

EXPORT CONTROLS AND RELATED REGULATIONS

Customer represents and warrants that it is not on, or associated with any organization on the United States Department of Commerce's Bureau of Industry and Security's Denied Persons List or Unverified List; or the United States Department of the Treasury's Office of Foreign Assets Control lists, Specially Designated Nationals, Specially Designated Global Terrorists, Specially Designated Narcotics Traffickers, Specially Designated Narcotic Traffickers-Kingpin, or Specially Designated Terrorists List; or the United States Department of State's Designated Foreign Terrorist Organizations, Embargoed Countries List, or Debarred Persons List; or is subject to a denial order issued by the United States Department of Commerce. Customer shall comply with all applicable laws and regulations of governmental bodies or agencies, including but not limited to all applicable export control laws of the United States or other governing agencies and their successors. CUSTOMER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

COUNTRY OF IMPORTATION AND ANTI-DIVERSION

Customer represents that it is purchasing products from the U.S. and importing them to the country specified in the Customer and Seller documentation. Customer agrees that the products will be shipped to the specified destination in compliance with the laws of such destination and the U.S., and that the products will not be directly or indirectly sold, exported, transferred, assigned, used, or otherwise disposed of in a manner which may result in any non-compliance with applicable U.S. laws and regulations relating to the product purchased by Customer. Any commodities, technology and software will be exported from the U.S. in accordance with the U.S. Export Administration Regulations and other applicable laws or regulations. Diversion contrary to U.S. law is prohibited. If requested by Seller, Customer shall provide documentation satisfactory to Seller verifying delivery at the designated country. Customer further agrees to inform Seller at the time of order of any North American Free Trade Agreement or other applicable documentation, packaging or product marking or labeling, but Seller shall not be responsible for providing any such documentation, packaging, marking or labeling other than such documents that are necessary under U.S. export laws and regulations for export, unless Seller expressly agrees, in writing, to do so.

INDEMNIFICATION

- Customer agrees to defend, indemnify and hold harmless the Seller, its parent and affiliates, and their officers, agents and employees, against all claims, losses, expense and causes of action of every kind, made or asserted by any third party arising out of, or in connection with this Agreement or the article(s) sold hereunder.
- Customer agrees to indemnify Seller for all costs incurred by Seller, including legal fees and court costs, as a result of any claim brought against Seller arising from Customer's conduct, including, but not limited to, Customer's misuse of the product or, for any custom-designed product, design decisions or product choices made by Customer.

WAIVERS

- Customer hereby waives, for itself and for any and all persons who may assert a claim or lien in Customer's place or stead, whether by subrogation or otherwise, any and all liens or claims of lien against the Seller for payments made by Customer's Workman's Compensation insurance carrier to Customer's employees for injuries alleged to have been caused by any article sold hereunder.
- Customer hereby waives, for itself and for any and all persons who may assert a claim or lien in Customer's place or stead, whether by subrogation or otherwise, any and all claims against Seller for contribution or for indemnity, whether such claims arise under contract, statute, common law, or otherwise.

U.S. FOREIGN CORRUPT PRACTICES ACT

Customer states that it is an independent contractor, and represents, warrants, and covenants that it has not paid, offered or agreed to pay, authorized the giving of, or caused to be paid, directly or indirectly, money or anything of value to any foreign official (as defined in the U.S. Foreign Corrupt Practices Act, as amended), in connection with the purchase and resale of the products ordered from Seller.

APPLICABLE LAW

This agreement, and all the rights and obligations hereunder, shall be construed pursuant to the laws of the State of South Dakota.



STATIONARY/PORTABLE HOT WATER PRESSURE WASHERS BASE UNIT REQUIREMENTS - SPECIFICATION NO. 4.12

Contract No. 203215 - Effective December 1, 2021

Customer should contact Contract Vendor for questions & assistance with quote

Vendor Name:	American Pressure Inc
Contact Person:	Ben Hagemann
Street Address:	3810 W Broadway
P.O. Box:	
City, State, Zip	Robbinsdale, MN 55422
Phone #:	763-521-4442
Toll Free #:	800-544-0836
Fax #:	763-521-4447
Email Address:	Ben@AmericanPressureInc.com

4.12	Information Requested	Answer
	Make & Model Number	API PGHW5-353E-120V
	UL-1776 or UL-60335-2-79 Certified? Yes/No	Yes
	Type (Portable or Stationary)	Stationary
	Water Volume (GPM - Gallons per Minute)	4.7 GPM
	Pressure (In PSI)	3500 PSI
	Hot Water Capable? (Yes/No)	Yes
	Heat Source (Electric, Fuel Oil, LP/Natural Gas)	Fuel Oil
	Approx. Temperature Rise (In Fahrenheit, range)	135°F +/- 5°
	Steam Capable? (Yes/No)	Optional
	Drive Type (Belt or Direct)	Belt
	Engine Make and Model	Honda GX630
	Engine Fuel Type and Capacity (Gas, Diesel, Electric)	Gasoline 4.75 Gallons
	Engine Displacement (or HP, if electric)	688 cm3

Engine Air or Water Cooled	Air
Engine Location	Side
Generator (to power burner)	Yes
Control Panel (Yes/No)	Yes
What does the Control Panel control?	Burner Control and Thermostat Adjustment
Number of Nozzles	5
Hose diameter	3/8" ID
Hose Type (1 or 2 Wire-braided? Other?)	2 Wire
Hose Length (In feet)	50'
High Pressure Hose Reel Included? (Yes/No)	No
Fill Hose Reel Included? (Yes/No)	No
Wand Type & Description	Variable Presssure 42"
Soap Injection Accessories Included? (Yes/No/NA)	Yes
Skid Size (length and width, in inches)	48"L x 32"W x 44"H
What is the estimated weight of the unit with the tanks full and ready to spray?	840 lbs
Warranty Length (In days, months, or years)	See Warranty File "Warranty.PDF"

BASE UNIT PRICE: \$ 10,620.00



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE:

February 12, 2024

AGENDA ITEM:

Consider adopting a resolution approving the purchase of real property

PREPARED BY:

Matt Wegwerth

BACKGROUND:

At the January 8, 2024 meeting, council entered into a purchase agreement with McKeon Roberts for real property located at 110 SW 15th Street, pin 91-028-3232.

In order to close on the purchase, the attached resolution needs to be completed.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution approving the purchase of real property located at 110 SW 15th Street, pin 91-028-3232.

RESOLUTION

**CITY OF GRAND RAPIDS
RESOLUTION REGARDING PROPERTY LOCATED AT
110 SW 15th STREET, GRAND RAPIDS, MN**

WHEREAS, the City of Grand Rapids and Mckeon H. Roberts worked together on the purchase of real property, for the of \$27,280.00, and other valuable consideration, as depicted in the attached Exhibit A parcel sketch and description.

WHEREAS, a purchase agreement for the property described as follows:

Proposed Parcel B Description:

That part of the unplatted part of the Northwest Quarter of the Southwest Quarter, Section 28, Township 55 North, Range 25 West of the Fourth Principal Meridian, Itasca County, Minnesota, bounded as follows:

On the North by the waters edge of an existing pond.

On the South and West by the Plat of MCGOWAN’S FIRST ADDITION TO GRAND RAPIDS, according to the plat on file and of record in the office of the Itasca County Recorder.

On the East by the east line of the vacated portion of MCGOWAN’S ADDITION TO GRAND RAPIDS, lying West and adjacent to Block 7 per Document No. 222009 found in Book No. MR72, Page 45.

EXCEPT

The East 104.00 feet of the North 412.00 feet lying West and adjacent to Block 7, MCGOWAN’S ADDITION TO GRAND RAPIDS according to the plat on file and of record in the office of the Itasca County Recorder.

Parcel contains 1.2 acres more or less.

Said purchase price shall include all improvements, fixtures, and appurtenances on the property, which shall be transferred with no additional monetary value, free and clear of all liens and encumbrances.

WHEREAS, the City and Mckeon H. Roberts signed a Purchase Agreement on December 18, 2023; and

WHEREAS, the City Council, at an open meeting of the City Council, addressed and approved the purchase of this property by unanimous vote, and

WHEREAS, the City Council, at an open meeting on February 12, 2024, of the City Council, addressed and approved said resolution by unanimous vote; and

WHEREAS, the City of Grand Rapids wishes to purchase and close upon the property; and

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

1. The City wishes to purchase and close upon the purchase of the property described above from the owner for the previously agreed upon terms of the executed Purchase Agreement.

ADOPTED by the City of Grand Rapids this ____ day of _____, 2024.

Tasha Connelly, Mayor

ATTEST:

Chad Sterle, City Attorney

Tax Statements for the real property described in this instrument should be sent to:

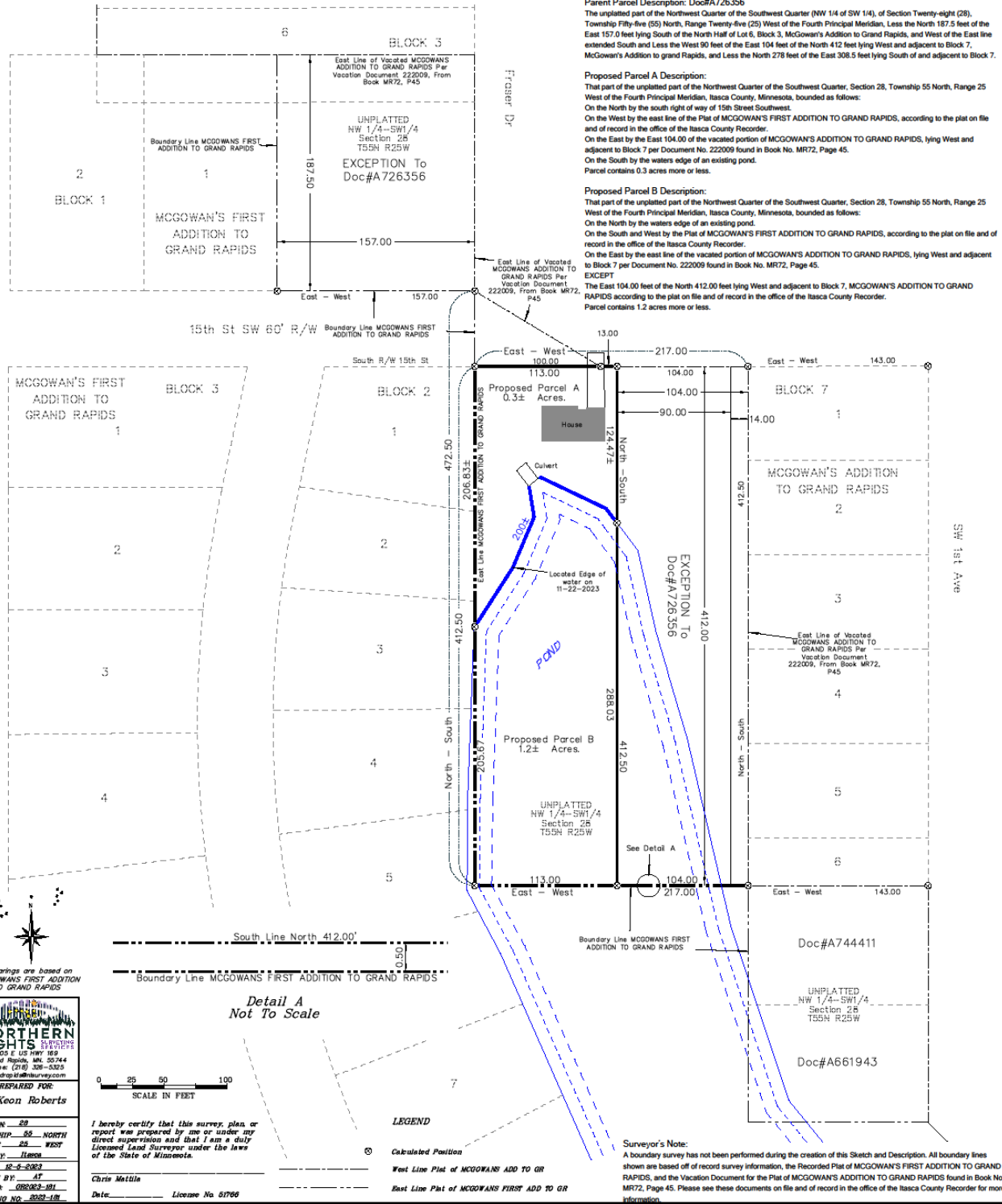
Public Works Director / City Engineer
ATTN: Matt Wegwerth
420 N Pokegama Avenue
Grand Rapids, MN 55744

THIS INSTRUMENT WAS DRAFTED BY:

STERLE LAW OFFICE
502 NW 5TH Avenue
Grand Rapids, MN 55744
218-326-9646

Exhibit A

PARCEL SKETCH AND DESCRIPTION For McKeon Roberts Within the Unplatted Part of the Northwest Quarter of the Southwest Quarter, Section 28, Township 55 North, Range 25 West, Itasca County, Minnesota





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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 12, 2024

AGENDA ITEM: Consider approving the police department to sell 20 department owned rifles to a local firearms dealer and the purchase of twenty (20) ADAMS ARMS SBR-556 Rifles and necessary accessories from various vendors.

PREPARED BY: Captain Jeremy Nelson

BACKGROUND:

Officers of the GRPD are currently issued department owned Smith and Wesson M&P AR-15 Patrol Rifles. These 20 rifles were purchased 01/19/2011 and several have failed mechanically and have been taken out of service. Also, these rifles do not meet the needs of GRPD members who are on the area SWAT Team.

Police rifles have a recommended service life of 6 to 10 years.

There are numerous studies that have been done and articles written about police officers having hearing loss due to several factors, including firearms training. Officers are required by OSHA and the MN POST Board to take training every year on hearing conservation. Firearm suppressors, in combination with earmuffs or ear plugs, during trainings, greatly reduce the potential for hearing damage.

In an effort to have all officers carry a department owned handgun of the same model and caliber, and to replace rifles that are at or over their recommended service life, GRPD firearms instructors and management have reviewed different models of firearms as possible replacements. The ADAMS ARMS SBR-556, with a Trijicon MRO Red Dot optic sight, a Streamlight TLR1 weapon mounted flashlight, and a suppressor meets the needs of Grand Rapids Police Department.

A quote has been received directly through ADAMS ARMS. The cost per rifle is \$1190.00. There is also a \$400.00 charge for shipping all 20 rifles.

A quote was received from Glens Army Navy for the Trijicon MRO Red Dot Optic for \$659.00 each, and for the Streamlight TRL-1 weapon mounted Flashlight for \$186.99 each.

A quote was received from T&M Shooting Sports, Inc from Little Falls MN, for Silencerco Model Saker 556k Suppressors for \$689.00 each.

Several other quotes, which are attached, were researched that were more expensive for different accessories and a similar rifle.

GRPD is requesting to purchase 20 ADAMS ARMS SBR-556 Rifles, for a total of \$24,200 directly from ADAMS ARMS, 20 Trijicon MRO Red Dot Optics and 20 Streamlight TLR-1 weapon mounted Flashlights from Glens Army Navy for \$16,900.00, and 22 Silencerco Model Saker 556k Suppressor from T&M Shooting Sports for \$15,158.00.

GRPD has obtained a quote from a local firearms dealer to sell the currently owned department issued rifles, when the new rifles arrive, and officers are trained with them. The total for selling the 20 GRPD owned M&P Rifles for approximately \$7500.00.

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

REQUESTED COUNCIL ACTION:

Make a motion to approve allowing the police department to sell 20 department owned rifles to a local firearms dealer and the purchase of twenty (20) ADAMS ARMS SBR-556 Rifles and necessary accessories from various vendors.



Adams Arms Holdings, LLC
 21228 Powell Road
 Brooksville, FL 34604
 P: 727-853-0550

Quote

Date	Quote #
1/31/2024	434

Name / Address
Grand Rapids MN PD Matt O'Roark 420 North Pokegama Av Grand Rapids, MN 55744

Ship To
Grand Rapids MN PD Matt O'Roark 420 North Pokegama Av Grand Rapids, MN 55744

P.O. No.	Payment Terms	Rep	FOB	Ship Via
	Net 30	LE	FACTORY	BEST WAY
Item	Description	Qty	Cost	Total
FGAA-00504	SBR-556-P2-11.5-MICRO ADJUSTABLE-LE ** NOTE ** FEDERAL EXCISE TAX EXEMPTION CERTIFICATE REQUIRED **	20	1,190.00	23,800.00
SHIPPING CHAR...	SHIP GROUND DIRECT TO DEPARTMENT	1	400.00	400.00
			Total	\$24,200.00

T & M Shooting Sports, Inc.

21845 Hwy 27
Little Falls MN 56345
320-632-9204
www.ShootingSportsLittleFalls.com

PROPOSAL

Item 13.

PROPOSAL	DATE
79380	1/24/2024 11:57 AM
ACCT	EMPL ID
9521	JDREED
PO	EXPIRES
	2/23/2024

Sold To: Grand Rapids PD
420 N Pokegama Ave
Grand Rapids MN 55744
USA

C 218-326-3464

QTY	ITEM	DESCRIPTION	PRICE EA	TOTAL
22			689.00	15,158.00
		Silencerco Model Saker 556K Silencer Cost \$689.00 Each		
		SUBTOTAL		15,158.00
		TOTAL		15,158.00

Silencer Quote 1/24/2024

Please make sure to notify Shooting Sports if you are accepting the proposal. After approval; items will be verified and an invoice will be sent. Thank you for your business.



SIGNATURE: _____

Order #: 240118-713-0
 Ship Date:

Quote

Page 1
 01/26/2024
 9:25 AM

Company Address

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

BILL TO:

Police Department Grand Rapids
 420 N Pokegama Ave
 Grand Rapids, MN 55744
 218-326-3464
 police@cityofgrandrapidsmn.com

SHIP TO:

Police Department Grand Rapids
 420 N Pokegama Ave
 Grand Rapids, MN 55744
 218-326-3464
 police@cityofgrandrapidsmn.com

NOTES:

Customer PO #:
 Sale Price Total: \$16,900.00
 Tax Amt: \$0.00
 Freight: \$0.00
 Shipping: \$0.00
 Sales Total: \$16,900.00

UPC	Item Description	Manufacturer	MFG #	Qty Ordered	Sale Price	Ext Sale Price	Discounts	Shipping
719307616035	1x25 MRO® HD 68 MOA Reticle w/ 2.0 MOA Dot, Lower 1/3 Co-Witness AC32069	Trijicon	MRO-C-2200053	20	\$659.00	\$13,180.00	\$419.80	\$0.00
080926692626	TLR-1 HL Long Gun Kit	Streamlight	69262	20	\$186.00	\$3,720.00	\$279.80	\$0.00
Grand Totals:	2			40	\$845.00	\$16,900.00	\$699.60	\$0.00

- End of Report -



- HOME
- FIRERAMS
- LOWER RECEIVERS
- UPPER RECEIVERS
- PARTS
- SIONICS MIL/LEO DISCOUNT
- LE AGENCY PURCHASES

CART

HOME / SHOP / CART

PRODUCT

PRICE

QUANTITY

SUBTOTAL

SIONICS Patrol SBR - 11.5"



Estimated Completion Date March 22, 2024 - March 27, 2024
 Choose a Gas Port Size: Silencer Dedicated Gas Port
 Upgrade to NP3 BCG? No
 Upgrade to Two-Stage Trigger? No
 Add Iron Sights? Yes - Add MBUS

\$1,309.90

+ 1 -

\$1,309.90

Coupon code

APPLY COUPON

UPDATE CART

25% Instant Savings on All Cold Steel and SOG Products [Get Code](#)

Optics / Weapon Lights

Streamlight TLR-1 HL Long Gun Kit Weapon Light LED with 2 CR123A Batteries with Remote Pressure Switch Aluminum Matte

★★★★★ (29) Write a Review Q&A (2)

Product #: 657643 Manufacturer #: 69262 UPC #: 080926692626



List Price: ~~\$67.00~~
Our Price: **\$219.99**

Available

Ships tomorrow from MidwayUSA

When will it arrive?

Color:
Matte Black

Battery Type:
CR123A

Bulb Color:
White

Strobe:

Winter Sale! 15% OFF Select Gear with Code: **WINTER** **SHOP NOW**

Offer ends 1/25/24 at 11:59 PM CT. Additional exclusions and restrictions apply.*

Trijicon + Red Dot Sights & Accessories Trijicon Red Dot Sights & Accessories + Red Dot Sights Trijicon MRO HD 1x25mm Red Dot Sights Trijicon MRO HD 1x25mm Red Dot Sights

Trijicon MRO HD 1x25mm Red Dot Sights, Color: Black, Battery Type: CR2032, Up to 38% Off — Free 2 Day Shipping w/ code ZDAYAIR — 4 models

4.4 rating with 16 reviews Review & Rate 10 Questions & 10 Answers

Add to compare



Trijicon MRO HD 1x25mm Red Dot Sights, 68 MOA



Free Two Day Shipping Best Rated

Free Express Shipping!

Select Two-Day Shipping and use coupon code **ZDAYAIR** during checkout to get a free shipping upgrade if eligible! See promotion details.

In Stock 4 Models Available

Show with deals only: Free 2 Day Shipping

Included Accessories Attachment/Mount Type Search All All part # or keyword

Code: TJ-RD-TRJ201-2300052
MPN: 2200052
UPC: 719307616038
Free Two Day Shipping

ADD TO CART

7 left, order now! Receive \$13.80 OP Bucks

Government Export Restriction
This item may be regulated for export by the U.S. Department of State or the U.S. Department of Commerce. Please see our [Export Policy](#) prior to placing your order.



Included Accessories: Lens Cloth , Lower 1/3 Co-Witness Mount AC32069 , MRO Manual , Trijicon Logo Sticker , Warranty Card
Attachment/Mount Type: 1/3 Co-Witness Mount
Code: TJ-RD-TRJ201-2200053
MPN: 2200053
UPC: 719307616035
Free Two Day Shipping

4 left, order now! Receive \$13.80 OP Bucks

ADD TO CART

Included Accessories: Lens Cloth , Low Mount AC32067 , MRO Manual , Trijicon Logo Sticker .

4 left, order now! Receive \$13.80 OP Bucks

Buy now, pay later



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[SILENCER TYPE](#) ▾

[FORMS](#)

[INFO](#) ▾

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OSS SUPPRESSORS HX-QD
5.56MM

\$899.00

Product Description The HX-QD 556 is the optimal choice for the widest range of 5.56 caliber rifles. Focusing strongly on a maximum sound performance, the HX-QD 556 is ideal for shooters who are more concerned with maximum suppression over size and weight. As with all of the OSS Helix style silencers, the patented Flow-Through technology of this silencer redirects the expanding gasses in a helical pattern allowing the gas to expand and cool as they move through the silencer body.

This unique design also means that the expanding gas generate torque on the silencer and snugging it onto the mount. As the gas moves through the 17-4 stainless and Grade 5 titanium coils, the resulting effect on the silencer tube is a remarkably cooler and extremely durable suppressor. Speaking of durability, the HX-QDs are built with a full auto rating and easily pass the US SOCOM reliability stress test – said differently, these cans are built for abuse.

Quantity	Description	Rate	Amount
Estimate of value for Grand Rapids turn in guns.	8- Glock 22 gen4 40 cal \$200 ea 1- Glock 23 gen3 40 cal \$225 3- Glock 17 gen4 9mm \$250 ea 1- Glock 17 gen5 9mm w/ RMR \$500 1- Glock 19 gen5 9mm w/ RMR \$500 19- S&W MP patrol carbine w/Red DOT \$300 ea	0.00	0.00
Total			\$0.00

P.O. No.	Terms	Project

Bill To

Grand Rapids Police
Dept
RE Bill Saw

PAID

218-244-2841
Certified Armorer and Gunsmith



www.janssenfabricating.com

Date	1/19/2024
Invoice #	807

Invoice



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE:

February 12, 2024

AGENDA ITEM:

Consider approving a Pierringer Release with Tony Simonson

PREPARED BY:

Matt Wegwerth

BACKGROUND:

On January 25th, 2024, a City plow truck damaged a vehicle parked in the Public Works employee parking lot. The accident was submitted to the League of Minnesota Cities Insurance Trust and they have denied the claim (see attached letter). The attached Pierringer Release covers the damage and releases the City.

REQUESTED COUNCIL ACTION:

Make a motion approving a Pierringer Release with Tony Simonson in the amount of \$4,562.21



February 1, 2024

Tony Simonson
33502 Pratt Road
Grand Rapids, MN 55744

Trust Member: City of Grand Rapids
Our Claim: CA 335624
Date of Loss: January 25, 2024

Greetings,

The League of Minnesota Cities Insurance Trust provides liability coverage for the City of Grand Rapids. This letter is regarding an incident on January 25, 2024, when your vehicle was involved in an incident with a City of Grand Rapids sanding vehicle. The LMCIT has investigated this matter and fail to find evidence confirming the city's equipment operator was negligent in operation of the sanding equipment.

After careful consideration and in review of all the facts of the incident, I did not find where city's equipment operator was negligent, carless, or failed to used due care in the operation of the sanding equipment. Weather conditions on January 24, 2024, through January 25, 2024, resulted in ice covered roads and parking surfaces throughout multiple municipalities in Northern Minnesota, including school opening delays and or closures. All schools in ISD 318 started two hours late on Thursday, January 25, 2024, due to icy road conditions as well.

For the reasons stated above, the LMCIT cannot make recommendation of payment for the vehicle damage you sustained in this incident. Should you have questions or wish to discuss this decision, please contact me at the number or email below.

Sincerely,

David Koepp | Adjuster P&C Claims

Tel: (612) 463-2715

dkoepp@lmc.org | www.lmc.org

League of Minnesota Cities

145 University Ave. West | St. Paul, MN 55103

Cc: City of Grand Rapids

DALES AUTO BODY, INC
 35030 US Hwy 2 West, GRAND RAPIDS, MN
 55744
 Phone: (218) 328-5734
 FAX: (218) 328-5490

Workfile ID: 6ec9
 PartsShare: 7LP Item 14.
 Federal ID: 41-1896234

Preliminary Estimate

Customer: SIMONSON, TONY

Written By: Dale Maunu

Insured: SIMONSON, TONY
 Type of Loss:
 Point of Impact:

Policy #:
 Date of Loss:

Claim #:
 Days to Repair: 0

Owner:
 SIMONSON, TONY
 33502 PRATT RD
 GRAND RAPIDS, MN 55744
 (218) 259-0223 Cell
 (218) 259-4870 Business

Inspection Location:
 DALES AUTO BODY, INC
 35030 US Hwy 2 West
 GRAND RAPIDS, MN 55744
 Repair Facility
 (218) 328-5734 Business

Insurance Company:

VEHICLE

2020 RAM 1500 Laramie Crew Cab 4WD w/5'7" Box 4D SHORT 8-5.7L Gasoline Sequential MPI

VIN: 1C6SRFJT2LN233676	Interior Color:	Mileage In:	Vehicle Out:
License:	Exterior Color:	Mileage Out:	
State:	Production Date:	Condition:	Job #:

TRANSMISSION

Automatic Transmission
 4 Wheel Drive

POWER

Power Steering
 Power Brakes
 Power Windows
 Power Locks
 Power Mirrors
 Heated Mirrors
 Power Driver Seat
 Power Passenger Seat
 Memory Package
 Power Adjustable Pedals

DECOR

Dual Mirrors
 Privacy Glass
 Console/Storage
 Overhead Console

Wood Interior Trim

CONVENIENCE

Air Conditioning
 Intermittent Wipers
 Tilt Wheel
 Cruise Control
 Rear Defogger
 Keyless Entry
 Alarm
 Message Center
 Steering Wheel Touch Controls
 Telescopic Wheel
 Heated Steering Wheel
 Climate Control
 Backup Camera
 Remote Starter
 Home Link

RADIO

AM Radio

FM Radio

Stereo
 Search/Seek
 Auxiliary Audio Connection
 Premium Radio
 Satellite Radio

SAFETY

Drivers Side Air Bag
 Passenger Air Bag
 Anti-Lock Brakes (4)
 4 Wheel Disc Brakes
 Traction Control
 Stability Control
 Front Side Impact Air Bags
 Head/Curtain Air Bags
 Hands Free Device
 Xenon or L.E.D. Headlamps

SEATS

Reclining/Lounge Seats

Leather Seats

Heated Seats
 Ventilated Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps
 Signal Integrated Mirrors
 California Emissions

TRUCK

Rear Step Bumper
 Power Rear Window
 Trailer Hitch
 Trailering Package

Preliminary Estimate

Item 14.

Customer: SIMONSON, TONY

2020 RAM 1500 Laramie Crew Cab 4WD w/5'7" Box 4D SHORT 8-5.7L Gasoline Sequential MPI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2		O/H front bumper				3.5	
3	Repl	Bumper chrome	5ZB88SZ0AD	1	1,205.00	Incl.	
4		Add for fog lamps				0.4	
5		Add for park sensor				m 0.6	
6		GRILLE					
7	Repl	Grille chrome surround w/o surround view	68404924AE	1	1,180.00	1.0	
8		FRONT LAMPS					
9	Repl	RT Headlamp assy	68316084AH	1	1,370.00	0.6	
10		Aim headlamps				0.5	
SUBTOTALS					3,755.00	6.6	0.0

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			3,755.00
Body Labor	6.6 hrs @	\$ 77.50 /hr	511.50
Subtotal			4,266.50
Sales Tax	\$ 3,755.00 @	6.8750 %	258.16
County Tax	\$ 3,755.00 @	1.0000 %	37.55
Grand Total			4,562.21

MN ST 60A.955 - A PERSON WHO FILES A CLAIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME.

Customer: SIMONSON, TONY

2020 RAM 1500 Laramie Crew Cab 4WD w/5'7" Box 4D SHORT 8-5.7L Gasoline Sequential MPI

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR3TM19, CCC Data Date 02/01/2024, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

PIERRINGER RELEASE


NOW, THEREFORE, for the sole consideration of the sum of \$4,562.21, Tony Simonson as the Releasing Party and the City of Grand Rapids, Minnesota as the Released Party in regards to the costs incurred by the accidental damage occurred to the parked vehicle on January 25, 2024, agree as follows:

The Releasing Party (Tony Simonson) hereby fully and forever release and discharge the City of Grand Rapids, its Public Works Department, its heirs, administrators, agents, assigns and successors of and from any and all claims, damages, demands, actions and rights of action of whatever nature (including any and all consequences thereof, including unforeseen consequences of known or unknown conditions, and all contractual claims, including attorney's fees, expenses, interest and costs and disbursements) which they may have.

In accepting the amount of this Release, the Releasing Party credit and satisfy any damages to said vehicle which may have been caused by the fault, if any, of the City of Grand Rapids as may be determined in any future legal action or proceeding.

This payment is a compromise of a disputed claim and payment is not to be construed as an admission of liability on the part of the City of Grand Rapids, and the City of Grand Rapids denies liability therefor and intends merely to avoid litigation and resolve this dispute.

Dated: 2-7, 2024



Tony Simonson

Dated: _____, 2024

CITY OF GRAND RAPIDS, MN

By: _____
Tasha Connelly, Mayor



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 2/12/2024

AGENDA ITEM: Consider renewing support agreement with AVI Systems.

PREPARED BY: Erik Scott

BACKGROUND:

We maintain an agreement with AVI Systems for support of the audio/visual systems in our two main meeting rooms. We need to renew this agreement for the Council Chambers and Fire Hall conference room for 2024. This is a budgeted item.

REQUESTED COUNCIL ACTION:

Make a motion to enter into an agreement with AVI Systems and authorize the Mayor to sign the agreement.

Retail Sales Agreement



Proposal Number: 1223740
Prepared For: City of Grand Rapids - MN
Attn: Erik Scott

Prepared By: Erik Speer
Phone: (952)905-7961
Email: Erik.Speer@avisystems.com

Proposal Date: November 16, 2023
City of Grand Rapids -Fire Hall/Council Chambers Support
Renewal 2024

Project:
Project Number:

AVI Systems Inc.
9675 W 76th St, Eden Prairie, MN 55344
Phone: (952)949-3700
Fax: (952)949-6000

INVOICE TO

Attn: Erik Scott
City of Grand Rapids - MN
420 N Pokegama Ave
Grand Rapids, MN 55744

Phone: (218) 326-7612
Email: escott@ci.grand-rapids.mn.us
Customer Number: 3230

SITE

Attn: Lisa Flaherty
City of Grand Rapids
420 N Pokegama Ave
Grand Rapids, MN 55744

Phone: (218)326-7612
Email: lflaherty@ci.grand-rapids.mn.us

COMMENTS

This contract covers the Fire Hall and Council Chambers for the dates of 2/1/2024 - 1/31/2024.

PRODUCTS AND SERVICES SUMMARY

PRO Support	\$9,500.00
Grand Total	\$9,500.00

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of CHECK. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems
PO Box 842607
Kansas City, MO 64184-2607

Item 15.

Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the Products and Services Summary above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the AVI General Terms & Conditions (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the T&Cs) are referred to collectively as the Agreement). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

	AVI Systems, Inc.
Company	Company
Signature	Signature
Printed Name	Printed Name
Date	Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

PRO SUPPORT:

<u>Model #</u>	<u>Mfg.</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
AVISSA1YR	AVI SYSTEMS	1 Year System Support Agreement	1	\$9,500.00	\$9,500.00

Refer to Page 1 for the Grand Total that includes Taxes, and Shipping & Handling.

CUSTOMER CARE

CUSTOMER CARE SERVICES TO BE PROVIDED

Customer Care is the ongoing care and maintenance services delivered to keep your System(s) functioning as originally designed and installed. AVI Systems will perform the services below, as further described in Definitions, for covered Systems.

Customer Care Entitlement Matrix

Entitlement	Definition	System Support	Unified Communications	Digital Media	Service Level
Incident Management	AVI Systems provides Priority Support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Included	Included	Included	Remote initiation within two (2) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Remote Support	AVI Systems provides remote Priority Support for supported systems to diagnose and resolve incidents.	Included	Included	Included	Remote response within (8) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Onsite Support	AVI Systems provides Priority Support for technician dispatch to the client location to diagnose and resolve an Incident.	Included	Included	Included	Onsite response within eight (8) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Advanced Parts Replacement	AVI Systems provides advanced replacement of failed hardware components. Does not include Consumables or Obsolete Equipment.	Included	Included	Included	Repair and/or replacement is manufacturer dependent. Loaner Equipment on Best Effort basis
Software Update Assistance	AVI Systems provides labor to implement updates of existing software to correct software errors and/or resolve incidents	Included	Included	Included	
System Training	AVI Systems conducts user training to cover operation of the system and how to contact AVI Systems for support. Technical, Administrative, or Product Specific training is available separate from this agreement.	Included	Included	Included	Remote user training, scheduled at least one (1) week in advance.
System Health Checks	AVI Systems personnel perform preventative maintenance. Includes cleaning, adjustments, functional tests, and replacement of parts to keep the system equipment in efficient operating	Included	Included	Included	One (2) System Health Checks per year, scheduled at least one (2) week in advance

	condition.					
Asset Management	AVI Systems tracks asset information for Systems.	Included	Included	Included		Item 15.

CUSTOMER CARE DEFINITIONS

System – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables, Owner Furnished Equipment, and Obsolete Equipment.

Priority Support – Means all work under AVI Systems support agreements with Customers is scheduled ahead of any other on-demand work.

Remote Support – Means a service whereby remote calls made to communications and terminal equipment via Customer provided IP connection to determine failures and remedies. Only available where equipment is capable and configured by AVI Systems to provide same.

Onsite Support - Service level response assumes client location is within 60 miles of an AVI Systems Service Center. Additional travel costs may apply if the client location is beyond 60 miles of an AVI Systems Service Center.

Consumables – Means parts such as recording media, batteries, projection lamps and bulbs, etc. Consumables are parts that are not included under this Agreement.

Obsolete Equipment – Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

Loaner Equipment – Defined as table top LCD projectors and flat screen monitors under 50”. Table top projectors are not integrated into a system. Flat screen monitors will be installed onto a wall if reasonably possible.

Best Effort – Means AVI Systems strives to provide the Service or repair any Incident in an appropriate and generally accepted manner using the resources available but makes no promise in this reference.

Advanced Parts Replacement - Provides for recycling of equipment covered in a system or consumables with no additional fees. Includes coverage for shipping to/from manufacturer for equipment sent to for warranty diagnosis, repair or exchange

Software Update Assistance – Defined as revisions of existing software which provide maintenance to correct software errors. Assumes software is provided at no charge by the manufacturer or covered under a valid manufacturer maintenance contract. Cascading software dependencies may impact ability to issue updates. Software and features which require additional licensing are not included under this Agreement. Changes to custom templates or scripts after initial deployment are available separate from this agreement.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 12, 2024

AGENDA ITEM: Consider the request to allow the Public Works Department to retire and sell equipment at auction.

PREPARED BY: Cynthia Lyman

BACKGROUND:

The Public Works Department would like to retire and sell the following pieces of equipment at auction:

2016 Polaris Brutus	#4XAB4PD16G7741500	Asset ID# 101-70-4030
Including Attachments:		
Spreader	#B3LS00203	
Broom	#BLRR01273	
Snowblower	#B3WR00307	
V-Plow	#B48H00113	
Finishing Mower	#B1S601238	

REQUESTED COUNCIL ACTION:

Make a motion to allow the Public Works Department to proceed with the retirement and sale of equipment at auction.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 2-12-24

AGENDA ITEM: Consider approving correct 2024 Wage for Jon Peterson

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

There was an error in the exempt, non-represented spreadsheet for wages in 2024. Jon Peterson's wage in 2024 should be \$91,926.00.

REQUESTED COUNCIL ACTION:

Make a motion to approve Jon Peterson's 2024 wage of \$91,926.00, effective the first full pay period after council approval with no retroactive pay to January 1, 2024.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 12, 2024

AGENDA ITEM: Consider adopting a resolution accepting a Development Partnership Grant with the Minnesota Dept. of Iron Range Resources and Rehabilitation (IRRR)

PREPARED BY: Dan Swenson, Assistant Community Development Director

BACKGROUND:

On December 18, 2023, the City Council authorized a grant application to IRRR to support the Development Partnership grant program for the Downtown Organization Project. The grant request of \$15,000 was approved by the IRRR Board.

State law requires that the City Council adopt a resolution to accept the Grant from IRRR.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution accepting the Development Partnership Grant from the Minnesota Department of Iron Range Resources and Rehabilitation (IRRR).

**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT**

Item 18.

PO ID 30000010016	PO Date January 16, 2024		Fiscal Year 2024	Grant Award \$15,000.00
Vendor ID 0000195352	Fund 2370	Fin Dept ID B4335310	Approp ID B43TCPR	Account 441352

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of the Department of Iron Range Resources and Rehabilitation ("hereinafter, Iron Range Resources and Rehabilitation or State") and Grand Rapids City of, 420 North Pokegama Avenue, Grand Rapids, Minnesota, 55744 ("GRANTEE").

Recitals

1. Under Minn. Stat. § 298.22, subd. 13, Taconite Environmental Protection Fund (Minn. Stat. § 298.223) and pursuant to Iron Range Resources and Rehabilitation Board Resolution No. 23-033 the State is empowered to enter into this grant contract agreement.
2. As part of its mission, Iron Range Resources and Rehabilitation will grant funds for local economic development projects located within the Taconite Assistance Area defined in Minn. Stat. Sec. 273.1341. The State has determined that complete of this project will support those purposes.
3. The State is in need of the duties specified in Exhibit A, which is attached and incorporated into this grant contract agreement.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn. Stat. Sec. 16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract

1.1 Effective date:

January 26, 2024, Per Minn. Stat. Sec. 16B.98, Subd. 5, **the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.** Per, Minn. Stat. Sec. 16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 Expiration date:

December 30, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms.

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will: perform the duties specified in Exhibit A which is

attached hereto and incorporated into this grant contract. The grantee will comply with required grants management policies and procedures set forth through Minn. Stat. Sec. 16B.97, Subd. 4 (1).

Item 18.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) Compensation

The Grantee will be paid according to the breakdown of costs contained in Exhibit B, which is attached hereto and incorporated into this grant contract.

(b) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will be according to the breakdown of costs contained in Exhibit B; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$15,000.00 and be in accordance with the breakdown of costs contained in Exhibit B.

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the breakdown of costs contained in Exhibit B.

(b) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements

(a) Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

(b) Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.

(c) Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.

(d) The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#). Link: [Targeted Vendor list](#)

(e) The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

(f) The grantee must maintain support documentation of the purchasing and/or bidding process utilized to contract services must be included in their financial records, including support documentation justifying a single/sole source bid, if applicable.

(g) Notwithstanding (a) - (d) above, the State may waive bidding process requirements when it is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.

(h) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; [Minn. Stat. §§177.41](#) through [177.44](#), and per Iron Range Resources and Rehabilitation Board Resolution No. FY96-005, which is attached hereto and incorporated by reference into this grant contract as Exhibit C. Consequently, the bid request must state the project is subject to the payment of *prevailing wages*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

(i) The grantee must not contract with vendors who are suspended or debarred in MN:
Link: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Shawn Herhusky, , , , , 218-735-3067, shawn.herhusky@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Rob Mattei, 420 North Pokegama Avenue, Grand Rapids, Minnesota, 55744, 218-326-7600, rmattei@ci.grand-rapids.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. Sec. 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. Ch.13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights

The State shall own all rights, title and interest in any intellectual property that is derived or developed pursuant to this grant contract, including but not limited to copyrights, patents, trade secrets, trademarks and service marks in any works or documents created and paid for pursuant to this contract.

11 Workers Compensation

The Grantee certifies that it is in compliance with Minn. Stat. Sec.176.181, Subd. 2, pertaining to

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

12 Publicity and Endorsement

12.1 Publicity

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

12.2 Endorsement

The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

14.1 (a) Termination by the State

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

(b) Termination by the Commissioner of Administration

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

14.2 Termination for Cause

(a) Grounds

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that the purposes for which the funds were granted have not been or will not be fulfilled, or when it reasonably appears that funds have been misused or misappropriated by the Grantee.

(b) Criminal Conviction

Pursuant to Minn.Stat.16B.991, this grant contract will immediately be terminated if the recipient is convicted of a criminal offense related to a state grant agreement.

(c) Clawback

If the grant contract is terminated by the State pursuant to this section, the State shall be entitled to clawback all grant funds distributed to Grantee that did not fulfill the purpose of the grant.

14.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract if:

(a) It does not obtain funding from the Minnesota Legislature.

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

Item 18.

15 Data Disclosure

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

16 Provisions

Specifically, but without limitation, GRANTEE shall comply with and, to the extent required by law shall require its contractors and subcontractors performing work on the Project to comply with: Minn. Stat. Sec. 181.59 (Non-discrimination); Minn. Stat. Sec.116J.871 and 177.43 (Prevailing Wages); Minn. Stat. Sec. 574.26 (Payment and Performance Bonds); Minn. Stat. Sec. 363A.36 (Certificate of Compliance for private entities); and Minn. Stat. Sec.116L.66 (Job Listings for grants of \$200,000 or more to any private entity), and the American's with Disabilities Act 42 U.S.C.A. Sect. 12101.

The grant is subject to the provisions in Minn. Stat. Sec. 16B.97 and .98.

This document may be executed in counterparts. The parties may provide electronic signatures pursuant to the authority of Minn. Stat. Ch. 325L.

1. STATE ENCUMBRANCE VERIFICATION

3. STATE AGENCY

Individual certifies that funds have been encumbered as required by Minn. Stat." 16A.15

Electronically Approved and Signed
Signed: Bob Scuffy
Title: Accounting Director
Date: January 16, 2024

Electronically Approved and Signed
By: Ida Rukavina
Title: Commissioner
Date: January 26, 2024

2. GRANTEE

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

By: _____

Title: _____

Date: _____

Item 18.

By: _____

Title: _____

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative

EXHIBIT A: DUTIES

The Grantee, who is not an Agency employee, will use the Department of Iron Range Resources and Rehabilitation (Agency) monies provided to Grand Rapids City of to hire a consultant to assist with drafting a preliminary work plan, identifying key areas of responsibility, developing an advisory committee, and other duties as needed by the Grantee.

The agency requires a 1:1 match per project. In-kind materials and/or labor ARE NOT eligible towards the project.

Eligible expenses are outlined in the budget of the application and included in Exhibit B. Related expenses must be pre-approved by the agency's Authorized Representative.

REPORTING REQUIREMENTS:

The grantee will submit a progress report to the Department of Iron Range Resources and Rehabilitation prior to the grant reaching 12 months, and annually thereafter until grant funds have been expended and all of the terms of the grant agreement have been met.

The grantee will submit a final report to the agency prior to final disbursement of grant funds.

The agency's authorized representative may conduct a site visit or call as a monitoring requirement for the project.

ACKNOWLEDGEMENT:

As a condition of receiving grant funding, grantee agrees to acknowledgment of the grant by displaying signage that is clearly visible to the public. Signage will be provided by Iron Range Resources and Rehabilitation, and may be in the form of a plaque, construction site board, window decal, or other signage.

EXHIBIT B: PAYMENTS

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$15,000.

The Department of Iron Range Resources and Rehabilitation will promptly pay the Grantee after the Grantee:

1. Presents itemized invoices for the services actually performed and the agency's Authorized Representatives accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: reimbursement upon submission of invoices upon completion of stages of work on the project and/or completion of the entire project done in accordance with this Agreement.

2. Presents certified payroll records for construction projects where prevailing wage laws apply.

Expense Description	Funding Source: Applicant	Funding Source: IRRR	Funding Source:	Funding Source:	Funding Source:	Total Funding
Consultant Services		\$15,000	\$55,000	\$15,000		\$85,000
<i>Total</i>		15,000	55,000	15,000		85,000

EXHIBIT C:
Department of Iron Range Resources and Rehabilitation
Prevailing Wage Conditions for New Construction

IRON RANGE RESOURCES AND
REHABILITATION BOARD OF THE STATE
OF MINNESOTA

Resolution No.: FY96-005

WHEREAS, the Board is authorized and required under the provisions of Minnesota Statutes: Section 298.22, subdivision 2; Section 298.223, Subdivision 2; and Section 298.296, subdivision 2, to approve projects before any funds made available to the Commissioner under any such section (hereafter referred to as "IRRRB Funds") may be expended; and

WHEREAS, the Board met in open session on Friday, March 22, 1996, at Room 229, in the State Capitol Building, St. Paul, Minnesota, to consider the approval of various projects to be financed with IRRRB Funds, and at such meeting considered and discussed whether or under what circumstances wages should be paid to workers on IRRRB funded projects at rates which are consistent with the prevailing wage requirements for projects subject to Minnesota Statutes Sections 177.41 to 177.44;

WHEREAS, the Board on Monday, April 29, 1996, met in open session at the IRRRB Building at Eveleth, Minnesota, and further considered the matter of its policy on prevailing wages; and

WHEREAS, on the basis of such discussions and considerations the Board has determined that a policy statement regarding the payment of prevailing wages on IRRRB funded projects should be adopted so that it can be referred to and incorporated by reference as a condition of the Board's approval of specific projects which from time to time hereafter are submitted to it by the Commissioner for approval;

NOW, THEREFORE, BE IT RESOLVED that when the Board determines to invoke or apply a prevailing wage condition on a project, it intends that substantially the following language be inserted in the contract:

This Board's approval of funding for this project is subject to the further condition that the Grantee/Borrower must, before any IRRRB funds are paid or released, first certify to the commissioners of labor and industry and of Iron Range Resources and Rehabilitation that it will pay or require to be paid to all laborers, workers and mechanics performing work at the Project Site being financed in whole or in part with such IRRRB funds, wages at a rate not less than the prevailing wage rates as defined in Minnesota Statutes § 177.42, subdivision 6, as amended. The term "Project Site" shall include not only the immediate physical location at which the improvements funded in whole or in part by these approved IRRRB funds are to be made, but also any other areas of substantially concurrent construction work within the same building or on the same or a connected parcel of land which is being done by the grantee/borrower or by a private business entity in association with the Grantee's/Borrower's project or in contractual reliance upon its being done.

BE IT FURTHER RESOLVED that this resolution may hereafter be referenced and referred to as "Resolution 96-005"
PASSED AND ADOPTED BY VOTE OF THE IRON RANGE RESOURCES AND REHABILITATION BOARD
THIS 29th DAY OF APRIL, 1996

AYES: _____
NAYS: _____
ABSTENTIONS: _____
ABSENT: _____

Signed: _____
Representative Irv Anderson
Chairman of the Board

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

CITY OF GRAND RAPIDS, MINNESOTA
RESOLUTION NO. 24-

A RESOLUTION ACCEPTING A \$15,000.00 GRANT FROM THE MINNESOTA DEPARTYMENT OF IRON RANGE RESOURCES AND REHABILITATION DEVELOPMENT PARTNERSHIP PROGRAM FOR THE GRAND RAPIDS EDA DOWNTOWN ORGANIZATION PROJECT

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

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

NOW THEREFORE, BE IT RESOLVED, that the City of Grand Rapids accepts the \$15,000 grant award from the Minnesota Department of Iron Range Resources and Rehabilitation for costs associated with the Grand Rapids EDA downtown organization project.

Adopted this 12^h day of February, 2024.

Tasha Connelly, Mayor

Attest:

Kim Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 12, 2024

AGENDA ITEM: Consider adopting a resolution authorizing the City to make application to the IRRRB Commercial Redevelopment Grant Program for the Evans Insurance Demolition Project

PREPARED BY: Dan Swenson, Assistant Community Development Director

BACKGROUND:

The Grand Rapids Economic Development Authority (GREDA) is working with Sam Evans, second generation Grand Rapids owner of Evans Insurance Agency in the redevelopment of a site in Downtown Grand Rapids. This site, the 300 block on the north side of TH2/TH169 near the Itasca County Courthouse, is identified as an opportunity site for redevelopment in the recently completed update of the Grand Rapids Downtown Plan.

The project will involve a site that includes two parcels. The former use of one parcel was a gas station and café. The prior demolition also involved the MPCA approved remediation of a registered Brownfield site through removal of buried tanks and cleanup of associated ground contamination. The other parcel the site is comprised of, 311 NE 4th St., includes a vacant 1,200 sq. ft. substandard, blighted, brick building constructed in 1915.

The Evans Insurance project will require the demolition of the existing structure in order to accommodate the development of the site as planned, which includes a new 1,664 sq. ft. building, paved parking area and a landscaped pocket park with a pollinator garden, pathways, and picnic tables. The project will also involve the installation of a solar array to provide clean, sustainable energy to the facility. All new construction within the City of Grand Rapids is required to comply with the State Building Code, including the State Energy Codes.

Evans Insurance currently employs two employees in addition to the owner. They plan to add one more full-time employee in this new location. With continued growth, the business will have space in the new building to accommodate five employees.

This proposed project is consistent with and furthers the goals and objectives within City of Grand Rapids Comprehensive Plan and Downtown Plan.

REQUESTED COUNCIL ACTION:

Make a motion to adopt the resolution authorizing the City to make application to the IRRRB Commercial Redevelopment Grant Program for the Evans Insurance Demolition Project.

CITY OF GRAND RAPIDS, MINNESOTA
RESOLUTION NO. 24-

STATE OF MINNESOTA)
COUNTY OF ITASCA)
CITY OF GRAND RAPIDS)

**RESOLUTION AUTHORIZING THE CITY TO MAKE APPLICATION TO THE
IRRRB COMMERCIAL REDEVELOPMENT GRANT PROGRAM FOR THE EVANS
INSURANCE DEMOLITION PROJECT**

WHEREAS THE Grand Rapids City Council approves of the above application,
because it supports community and economic development that is consistent with the
Comprehensive Plan.

NOW THEREFORE BE IT RESOLVED that the City Council of Grand Rapids,
Minnesota does hereby adopt this resolution.

Upon vote taken thereon, the following voted:

For:

Against:

Whereupon said Resolution No. _____ was declared duly passed and adopted this
12TH day of February 2024

Mayor

Attest: _____
City Clerk



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 2-12-24

AGENDA ITEM: Consider a memorandum of understanding with the GRPU

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

The number of shared services and staff between the GRPU and City have increased dramatically over that past several years. To assist with allocation of costs, city staff have prepared the attached Memorandum of Understanding (MOU). This MOU identifies which entity is responsible for the service and how the costs are shared.

REQUESTED COUNCIL ACTION:

Make a motion to approve a MOU between the GRPU and City regarding shared services.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this 29th day of December 2023 between the City of Grand Rapids, Minnesota, (City) and the Grand Rapids Public Utilities (GRPU).

This MOU establishes the framework for collaboration between the City and GRPU to benefit their property taxpayers and utility ratepayers. This MOU intends to outline the various areas of collaboration as they may change over time. The Parties agree to quarterly invoicing, an annual review of the MOU, and a six-month written notice of anticipated changes. Updates and changes will be recognized in a subsequent MOU on or before December 31 of each year. This original MOU shall become effective on January 1, 2024. Either party may terminate the MOU with a one-year written notice. In the absence of such notification, the latest documented revision of this MOU will remain in effect.

Now, therefore, the parties agree to the various areas of collaboration as follows:

Information Systems (IS) Services

Key Contacts:

City: Matt Wegwerth Public Works Director/City Engineer mwegwerth@grandrapidsmn.gov 218.326.7625	GRPU: Julie Kennedy GRPU General Manager jakennedy@grpuc.org 218.326.7687
--	---

Employees in the IS Department shall be GRPU employees. The Parties agree to share costs associated with IS staff and software applications. The cost-sharing shall follow the spreadsheet template developed annually by the Key Contacts which details the proposed IS projects and system maintenance, software licenses, and utility locating services breakdown.

Information Technology (IT) Services

Key Contacts:

City: Lasha Karels Assistant IT Director lkarels@grandrapidsmn.gov 218.326.7620	GRPU: Julie Kennedy GRPU General Manager jakennedy@grpuc.org 218.326.7687
---	---

Employees in the IT Department shall be City employees. The ERP Special Project Coordinator employee shall be a GRPU employee. Cost sharing shall be split 50/50 based on the actual cost of the department and ERP Project employee, less expenditures that only benefit one Party.

Human Resources

Key Contacts:

City: Tom Pagel
City Administrator
tpagel@grandrapidsmn.gov
218.326.7626

GRPU: Julie Kennedy
GRPU General Manager
jakennedy@grpuc.org
218.326.7687

The Human Resource Officer shall be a City employee. Generally, the HR Officer will spend two days at the GRPU and three days at City Hall. Correspondingly, the cost-sharing shall be split 40/60.

Fleet Maintenance

Key Contacts:

City: Matt Wegwerth
Public Works Director/City Engineer
mwegwerth@grandrapidsmn.gov
218.326.7625

GRPU: Julie Kennedy
GRPU General Manager
jakennedy@grpuc.org
218.326.7687

The Public Works Fleet Maintenance employees shall be City employees. Public Works will perform maintenance on GRPU fleet vehicles, as requested. Work performed will be billed on an hourly basis and for those specific products used on GRPU vehicles. General shop product expenditures will be cost-shared based on the spreadsheet developed by the Key Contacts which details the number of vehicles serviced for each department.

Street Light Maintenance

Key Contacts:

City: Matt Wegwerth
Public Works Director/City Engineer
mwegwerth@grandrapidsmn.gov
218.326.7625

GRPU: Chad Troumbly
GRPU Electric Manager
cmtroumbly@grpuc.org
218.326.7182

The journey electric lineworkers shall be GRPU employees. GRPU will perform maintenance on City streetlights, as requested. Work performed will be billed on an hourly basis.

PW/PU Shared Facility

Key Contacts:

City: Matt Wegwerth
Public Works Director/City Engineer
mwegwerth@grandrapidsmn.gov
218.326.7625

GRPU: Julie Kennedy
GRPU General Manager
jakennedy@grpuc.org
218.326.7687

GRPU Electric and Water Departments and the City Public Works Department run operations from the Public Works / Public Utilities Combined Service Center (CSC). GRPU will manage the CSC buildings and bill rent based on the actual costs of building upkeep, which includes capital maintenance building projects. The City will manage the groundskeeping of the CSC property and bill based on hours worked and 50/50 split of actual product expenditures.

Storm Water Utility (SWU) Billing

Key Contacts:

City: Matt Wegwerth
Public Works Director/City Engineer
mwegwerth@grandrapidsmn.gov
218.326.7625

GRPU: Jean Lane
GRPU Business Svcs Manager
jmlane@grpuc.org
218.326.7199

GRPU will invoice customers monthly and collect payment for the City’s Stormwater Utility. GRPU will provide quarterly deposits of the SWU revenue collected to the City. Annually, any uncollectible accounts will be returned to the City for special assessment consideration. The cost shall be based on the actual cost of providing the billing and payment collection service.

IN WITNESS WHEREOF, the City and GRPU have caused this MOU to be duly executed by their respective authorized officers.

CITY OF GRAND RAPIDS

GRAND RAPIDS PUBLIC UTILITIES

By: _____
Name: Tom Pagel
Title: City Administrator
Date: 12/29/2023

By: _____
Name: Julie Kennedy
Title: GRPU General Manager
Date: 12/29/2023

MOU HISTORY:
Original: 12/29/2023
Revised:



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 12, 2024

AGENDA ITEM: Consider approving purchase of carpeting(golf)

PREPARED BY: Bob Cahill

BACKGROUND:

Clubhouse carpeting is included in the 2024 golf course cip for \$15,000. We are replacing the 2010 original carpet which covers the entire (minus the restrooms)main floor of the clubhouse. Two quotes have been received. (see attached). The low quote of \$14,020 is from northland flooring and design of grand rapids.

REQUESTED COUNCIL ACTION:

Make a motion to approve the purchase of clubhouse carpeting from vendor Northland Flooring & Design of Grand Rapids, Minnesota for the low quote price of \$14,020 inclusive of installation, sales tax, removal and disposal of existing carpet. This item is on the 2024 Golf Course CIP approved budget.



21844 US Highway 169
 Grand Rapids, MN 55744
 Phone: (218) 999-7666
 Fax: (218) 999-7667
 Email: northfd@paulbunyan.net

January 11, 2024

To: **Pokegama Golf Course**
 Attn: **Bob Cahill**

Project: **Pokegama Golf Course - Pro Shop Carpet Replacement**
 Location: **Grand Rapids, MN**

Have seen addenda(s): **N/A**

We are bidding section(s): **Carpet Tile**

Total Base Bid (material and labor):	\$14,020.00
---	--------------------

Alternate (Deduct carpet from Pro Shop and Office): Deduct \$2,860.00

**Carpet pricing is based off of an equivalent to the Mohawk Here to There carpet tile.*

**Demo of existing finishes and adhesives are included in my bid.*

**All work is to be completed during regular business hours in one phase.*

If you have any questions or need additional information, please call.

Thank you for the opportunity to bid on this project.

Jake Skelly

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 www.floortoceiling-gr.com "we cover it all"

1001 NW 4th Street
 Grand Rapids, MN 55744 Ph: (218) 327-1136 Fax: (218) 327-3315

S O L D T O	NAME <i>Pokegama Golf Course</i>	INVOICE NO. 320 121259
	ADDRESS <i>3910 Golf Course Rd</i>	ORDER DATE <i>12-14-23</i>
	CITY-STATE-ZIP <i>GR Mn 55744</i>	SOLD BY <i>Bob</i>
	DELIVER-INSTALL ADDRESS <i>Bob Lahill 218-398-5210</i>	PICK-UP INSTALL DATE
	DELIVER-INSTALL PHONE NO. - NAME-DELY. TIME & ETC. <i>*Whole Building*</i>	ESTIMATE NO.
		CUST. ORDER NO.

TERMS: BALANCE DUE UPON RECEIPT OF GOODS
 DELY. PICK-UP INSTALL CASH CHARGE

QUANTITY	DESCRIPTION	FCS NUMBER	PRICE	AMOUNT
	<i>Mohawk - Here to There</i>			<i>\$8,289.⁰⁰</i>
	<i>#958 Tacil 24" x 24"</i>			
	<i>carpet tile</i>			
	<i>Mohawk Empress</i>			<i>\$600.⁰⁰</i>
	<i>Carpet tile Glue</i>			
	<i>Installation</i>			<i>\$4,367.⁰⁰</i>
	<i>tear out + disp. old carpet tile</i>			<i>\$1,248.⁰⁰</i>
	<i>* Bid Does Not Include *</i>			
	<i>Furniture Moving</i>			

REMARKS: <i>2 extra ctns. to save for Repairs = \$684.⁰⁰</i>	SUB-TOTAL
	SALES TAX
	TOTAL <i>\$14,504.⁰⁰</i>
	DEPOSIT
RETURNS - <small>Must be made within 30 days. Subject to restocking charge. Subject to managers approval.</small>	Received by: <i>X</i>
BALANCE DUE	

All claims and returned goods MUST be accompanied by this bill.

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 www.floortoceiling-gr.com "we cover it all"

1001 NW 4th Street
 Grand Rapids, MN 55744 Ph: (218) 327-1136 Fax: (218) 327-3315

S O L D T O	NAME <i>Pokegama Golf Course</i>	INVOICE NO. 320 121262
	ADDRESS <i>3910 Golf Course Rd</i>	ORDER DATE <i>12-14-23</i>
	CITY-STATE-ZIP <i>GR Mn 55744</i>	SOLD BY <i>Bob</i>
	DELIVER-INSTALL ADDRESS <i>Bob Lahill 218-398-5210</i>	PICK-UP INSTALL DATE
	DELIVER-INSTALL PHONE NO. - NAME-DELY. TIME & ETC. <i>*No Trns Shop + office*</i>	ESTIMATE NO.
		CUST. ORDER NO.

TERMS: BALANCE DUE UPON RECEIPT OF GOODS
 DELY. PICK-UP INSTALL CASH CHARGE

QUANTITY	DESCRIPTION	FCS NUMBER	PRICE	AMOUNT
	<i>Mohawk - Here to There</i>			<i>\$6,545.⁰⁰</i>
	<i>#958 Tacil 24" x 24"</i>			
	<i>carpet tile</i>			
	<i>Mohawk Empress</i>			<i>\$400.⁰⁰</i>
	<i>carpet tile Glue</i>			
	<i>Installation</i>			<i>\$3,189.⁰⁰</i>
	<i>tear out + disp. Old carpet tile</i>			<i>\$911.⁰⁰</i>
	<i>* Bid Does Not Include *</i>			
	<i>Furniture Moving</i>			

REMARKS: <i>2 extra ctns to save for Repairs = \$684.⁰⁰</i>	SUB-TOTAL
	SALES TAX
	TOTAL <i>\$11,045.⁰⁰</i>
	DEPOSIT
RETURNS - <small>Must be made within 30 days. Subject to restocking charge. Subject to managers approval.</small>	Received by: <i>bob@pokegama.golf.com</i>
BALANCE DUE	

All claims and returned goods MUST be accompanied by this bill.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 12, 2024
AGENDA ITEM: Consider approving golf GPS Agreement
PREPARED BY: Bob Cahill

BACKGROUND:

The golf course would like to continue to lease GPS units from GPS Technologies, Inc of Omaha, NE. These units will be replacing those we have had from this vendor for many years. The lease is for 60 GPS units for \$5,400 per year for four years. Additionally we are accepting the \$49.00 per cart installation fee. 50% of this fee is due upon execution of this agreement.

REQUESTED COUNCIL ACTION:

Make a motion to approve the attached Agreement between GPS Technologies and Pokegama Golf Course. This item is in the 2024 Pokegama Golf Course approved budget.

This agreement is by and between GPS Technologies, Inc. of 4205 South 94th Street, Omaha, NE 68127 herein after referred to as "GPS" and **Pokegama Golf Course of 3910 Golf Course Road, Grand Rapids, MI 55744** herein after referred to as "COURSE". "GPS" is to supply the iPar7 golf cart mounted yardage display without Club House Pro Shop Tracking herein after referred to as "UNITS".

"GPS" agrees to lease to the "COURSE" **sixty (60) "UNITS"** to be installed on the "COURSE" cart fleet. "GPS" will provide **2 "UNITS"** as backups at no cost to "COURSE". "GPS" will retain ownership of "UNITS", and "COURSE" will maintain "UNITS" based on the terms and conditions described below.

INSTALLATION: "COURSE" agrees to pay the one-time installation fee of **\$49.00 per cart**. "COURSE" is to remit the first half of this payment, **\$1,470.00**, to "GPS" upon execution of this agreement. "COURSE" is to remit the second half of this payment, **\$1,470.00**, when installation of "UNITS" is complete. "COURSE" is to provide "GPS" with two "COURSE" personnel to assist with installation.

TERMS AND OVERVIEW: Beginning May 2024, "COURSE" will make four (4) annual lease payments of \$5400.00 (\$7.50/cart per month). Payments are due May 1, 2024; May 1, 2025; May 1, 2026; and May 1, 2027. The lease will terminate April 30, 2028.

If any "COURSE" lease payments are 30 days in arrears, "GPS" has the option within 15 days after sending a written notice to "COURSE" to remove all "UNITS" covered under this agreement. "COURSE" is responsible for all expenses incurred by "GPS" for removal of "UNITS" and repair or replacement of non-operating "UNITS".

"GPS" has the right to assign this agreement at any time to a third-party financial interest under the same terms and conditions set forth in this agreement.

ADDITIONAL CHARGES: "COURSE" is responsible for all shipping charges to, and from, "GPS". "COURSE" is responsible for all local, state, or federal fees/taxes that may be assessed.

END OF LEASE TERM: At the end of the lease term, lease renewal options will be available and will require an updated lease agreement. Should "COURSE" not elect to renew the lease, "COURSE" is to remove and return to "GPS" all "UNITS" in working order within 15 days of the end of the Lease Term.

CART FLEET CHANGE: "COURSE" is to notify "GPS" forty-five (45) days prior to a cart fleet change. "COURSE" agrees to pay "GPS" a fee of \$49.00 per cart for "GPS" personnel to install "UNITS" on new cart fleet. "COURSE" is responsible for all shipping charges for new wiring. "COURSE" is to provide "GPS" with two "COURSE" personnel to assist with installation.

REPAIR/REPLACEMENT: "GPS" will repair, or replace, any non-operating "UNIT", at no cost to "COURSE", unless "UNIT" is damaged. This damage includes but is not limited to 1) damage due to excess water, rain, or hail; 2) damage due to impact by golf ball or club; 3) damage due to deliberate abuse; 4) damage due to "COURSE" created electrical issues; 5) loss due to theft or fire. "COURSE" is responsible for repair or replacement cost for damaged "UNITS". Refer to Exhibit A for repair costs.

When repairs are needed, "COURSE" will contact "GPS" to relay nature of the problem and the serial number of each "UNIT". "GPS" will provide a Return Authorization Number (RA#) to "COURSE" before return of "UNITS". After receipt and inspection of returned "UNITS", "GPS" will determine if "UNIT" was damaged. "GPS" will contact "COURSE" and provide details of required work and cost. "COURSE" will provide "GPS" with authorization to repair.

This agreement shall be governed by and subject to the laws of the State of Iowa, irrespective of the place of execution or performance. The parties hereto consent and submit to the jurisdiction and venue of the Circuit Court of Carroll County, Iowa for the adjudication of any dispute between the parties arising out of, or relating to, or in connection with, this agreement or an alleged breach hereof, and further agree that any process of such court issued in connection with the adjudication of any dispute may be served upon any party hereto by certified or registered mail, at such party's address hereinabove set forth, and such service by mail shall be of the same force and effect as if such process had been personally served on such party in the State of Iowa.

SIGNATURES: By signing here, "COURSE" agrees to the terms contained in this Lease Agreement and also acknowledges receipt of a copy of this Lease Agreement.

By Robert Pudenz
GPS Technologies, Inc.

Date 10/17/2023

By _____
Pokegama Golf Course

Date _____

**EXHIBIT A
REPAIR/REPLACEMENT iPar7**

REPAIR/REPLACEMENT: "GPS" will repair, or replace, any non-operating "UNIT", at no cost to "COURSE", unless "UNIT" is damaged. This damage includes but is not limited to 1) damage due to excess water, rain, or hail; 2) damage due to impact by golf ball or club; 3) damage due to deliberate abuse; 4) damage due to "COURSE" created electrical issues; 5) loss due to theft or fire. "COURSE" is responsible for repair or replacement cost for damaged "UNITS". Refer to Exhibit A for repair costs.

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"COURSE" is to contact "GPS" at 402-502-9047, or by email at backhauschris1@gmail.com

Shipping address to return "UNITS" for repair is:

GPS Technologies, Inc.
4205 South 94th Street
Omaha, NE 68127

The following schedule is a list of parts and their cost to use as a guideline. "GPS" will contact "COURSE" for a Purchase Order Number before any repair work is done to cover the shipping charges, repair, or replacement cost.

iPar7 PARTS COST SCHEDULE:

<u>PART DESCRIPTION</u>	<u>COST</u>
Display/LCD	\$99.00
Processor Board	\$129.00
Case (front or back)	\$35.00
Modem Board	\$129.00
GPS Wiring	



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 12, 2024

AGENDA ITEM: Consider approving purchase of outdoor furniture (golf)

PREPARED BY: Bob Cahill

BACKGROUND:

Premium recycled plastic outdoor furniture is included in the 2024 golf course CIP for \$25,000 two quotes have been received for the furniture. This furniture has a 15 year warranty. It is maintenance free outdoor furniture that does not require painting and withstands Minnesota's winter climate. The low quote is from By the Yard, a Jordan based Minnesota manufacturer of the product. Their inclusive price is \$25,002.40 the quotes are attached.

REQUESTED COUNCIL ACTION:

Make a motion to approve the purchase of Outdoor Furniture from vendor By The Yard for the inclusive price of \$25,002.40 it includes shipping and sales tax. This item is on the 2024 Golf Course CIP approved budget.



By the Yard
 3283 Bluff Dr
 Jordan, MN, 55352-9375
 Phone: (877) 220-0448
 Web: <https://bytheyard.net/>

Quote

Order No.: QT004513
 Order Date: 11/20/2023
 Delivery Date:
 Expiration Date: 1/31/2023
 Customer ID: 196245

BILL TO:	SHIP TO:
Pokegama Golf Course 3910 Golf Course Rd Grand Rapids MN 55744-9680 (218) 326-3444 bob@pokegamagolf.com	Pokegama Golf Course 3910 Golf Course Rd Grand Rapids MN 55744-9680 (218) 326-3444 bob@pokegamagolf.com

CUSTOMER P.O. NO.	TERMS	SALESPERSON
	Due with Order	Jeanne Tripi
FOB POINT	SHIPPING TERMS	SHIP VIA
	Actual Comm charges on line item	Freight Shipment

QTY.	UOM	ITEM	PRICE	DISC	DISC PRICE	EXTENDED PRICE
40.0000	EACH	CRC-20 WW B: Capri Dining-Height Stationary Chair - Weathered Wood - Boxed	399.00	15%	339.15	13566.00
2.0000	EACH	FHT4096 WW B: 40" x 96" Rectangular Farmhouse Dining-Height Table - Weathered Wood - Boxed - Umbrella Hole: TBD	2199.00	15%	1869.15	3738.30
6.0000	EACH	SPT40 WW B: 40" Square Unframed Dining-Height Table - Weathered Wood - Boxed - Umbrella Hole?	899.00	15%	764.15	4584.90
1.0000	EACH	SHIPPING: Smaller items and most accessory pieces will arrive fully assembled. All other items will require some assembly, you'll find the instructions in a manila envelope with all the hardware you'll need.	1288.00	0%	1288.00	1288.00

NOTE: Please note: By the Yard will be increasing pricing in February 2024. To retain quoted prices, please order by the end of January for May delivery!

Total Weight (LBS):	2354	Sales Total:	23,177.20
Total Volume (CUBEIN):	0	Freight & Misc.:	0.00
		Less Discount:	0.00
		Tax Total:	1,825.20
		Total (USD):	25,002.40

QUOTE GOOD FOR 30 DAYS

Lake Country Hearth & Patio
 2307 W. US Hwy. 2
 Grand Rapids, MN 55744
 PH: 218-326-4644
 lakecountryhearthpatio.com

4149

TO
 Pokegama Golf Course

DATE 12-8-2023
 CUSTOMER ORDER NO.
 SALESPERSON Andrea Lessin
 VIA

TERMS

QUANTITY	DESCRIPTION	PRICE	AMOUNT
40	Farmhouse Arm Chair	308.00	\$12,320.00
6	Farmhouse Table - 42" Sq.	1205.00	7230.00
2	Farmhouse Table - 36" x 96"	1965.00	3930.00
			\$23,480.00
		freight	969.00
		6.875 MN sales tax	1680.86
		Total	\$26,129.86

Colors to be determined.
 All furniture fully assembled.
 One time special pricing.
 Shipping date to be determined.
 To be delivered direct to Golf Course on a
 53 foot truck with liftgate.
 Permanent signage to be displayed in furniture location areas
 "Comfort Craft Outdoor Furniture Supplied by Lake Country Hearth
 and Patio, Grand Rapids" style of sign and locations to
 be determined and supplied by Lake Country Hearth and
 Patio.

Thank You



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 2-12-2024

AGENDA ITEM: Consider approving revised Grand Rapids Fire Department Organizational and Operating Policies and Procedures with an effective date of January 1, 2024

PREPARED BY: Travis Cole-Fire Chief

BACKGROUND:

The City Council establishes policy for fire department employees that sets a minimum level of attendance for calls, drills, and meetings all firefighters must maintain to serve as an employee of the fire department and earn a year of pension service credit. It has come to my attention that our current policy which excused firefighters from calls when working needs revision to make sure service credit is determined based on the same number of calls for every firefighter. After discussions with the City Administrator and City Attorney, I am recommending the following change: all firefighters must attend a minimum of 40% of all calls, meetings, and drills on an annual basis to maintain good standing as a fire department employee and earn a year of service credit.

This change balances fire department and employee needs in a way that ensures an adequate response to fire calls to protect the community and maintain our ISO rating.

REQUESTED COUNCIL ACTION:

Make a motion to approve revised Grand Rapids Fire Department Organizational and Operating Policies and Procedures effective as of January 1, 2024.

**GRAND RAPIDS
FIRE DEPARTMENT**

**ORGANIZATIONAL
AND
OPERATING
POLICIES AND PROCEDURES**

APPROVED BY CITY COUNCIL:
~~April 26, 2010~~ February 12, 2024

~~January 10~~

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MISSION STATEMENT

The Grand Rapids Fire Department is dedicated to serve the City of Grand Rapids and the surrounding protection area in the areas of fire suppression, heavy rescue, and fire prevention and education. It is our goal to always provide the best service possible for the best dollar value to our customers.

SECTION 100

GRAND RAPIDS FIRE DEPARTMENT ORGANIZATIONAL STATEMENT

The Grand Rapids Fire Department was established to deal with interior structure fire fighting as well as exterior fires. The department also responds to rescue emergencies, special hazardous conditions, and mutual aid.

The department consists of up to 30 members, with the option of 2 trainees, ~~and an Honorary Fire Chaplain~~. Officers include: Chief, First Assistant Chief, Second Assistant Chief, 2 Captains, ~~Fire Prevention and Education Officer~~, Safety Officer, and Hazardous Materials ~~Officer~~ Team Lead. All firefighters are paid on an hourly basis for fire fighting, training and maintenance work.

Meetings and training are scheduled three nights monthly. The second Tuesday of every month is for business brought before the department and internal affairs. The third and fourth Tuesday's of each month are used for training and all aspects of the fire service. All members are required ~~to attend 50% of all fires, drills, and meetings within a six-month period, and are required~~ to attend at least one (1) ~~mandatory~~ training session and one business meeting per quarter during the year. Guidelines for training are established to coincide with N.F.P.A. and or O.S.H.A. recommendations. All members are encouraged to attend state and sectional fire schools for advanced training in specific areas.

Requirements for Service Credit

Service credit is determined on an annual basis. Firefighters earn service credit by attending 40% or more of dispatched fire calls, drills, including

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hazmat, and meetings during a calendar year. A fire fighter who retires with a partial year shall be at or above 40% at time of retirement to be a member in good standing.

The Fire Chief will monitor attendance with the following benchmarks and outcomes:

July 1 – Firefighters with an attendance percentage less than 40% will receive a verbal warning and reminder of the service credit requirements.

End of the year – Firefighters with an attendance percentage less than 40% will receive a written warning and lose a year of service credit.

Firefighters who lose a year of service credit are placed on probation and must have an attendance percentage of 40% or greater at the end of the year to avoid termination.

New members are not allowed to do any interior fire fighting until sufficient training has enabled them to qualify for hazardous duties. New members are under a one-year probation and are trained under the supervision of the fire captains and officers.

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SECTION 101

QUALIFICATIONS FOR EMPLOYMENT

New Members

All persons seeking to join the Grand Rapids Fire Department, as of the latest revision date of this policy, must live within a ~~six-eight (68)~~ minute travel time to a Grand Rapids fire station if employment is offered to them. And complete a pre-employment screening to include physical, physiological evaluation and criminal background check, as ordered by the City of Grand Rapids.

Candidates may apply and test for the eligibility list even though they live outside of the ~~six-eight (68)~~ minute travel time. The applicant must reside within the travel time by the date of employment, or he/she will be bumped down the eligibility list and the next qualified candidate shall be selected for employment.

Calculation of Travel Time

The travel time of a member will be calculated as:

Continuous time from the parking area of the members' dwelling unit to the parking area of a Grand Rapids fire station, traveling at the maximum speed limit allowable. Travel time shall be measured by the Chiefs or Captains (or his/her subordinate) using a non-emergency vehicle, with the applicant having the option to ride along.

Travel time shall consist of three (3) separate trips, driven on any weekday (Monday-Friday) at 9:00 a.m., 4:00 p.m., and 9:00 p.m. Should any of these trips fall within the six-eight (68) minute time line; the applicant will qualify for the travel time allowable.

No person shall be eligible to remain a member of the City of Grand Rapids Fire Department unless the person resides at a location requiring not more than six-eight (68) minutes travel time, as described above, from the person's residence to the Grand Rapids Fire Hall.

All new members of the department shall meet the travel time required by the Grand Rapids Fire Department, and shall not be less than Eighteen (18) years of age, and able bodied.

At least eighty-five percent (85%) of members shall be actual residents of the ~~six-eight~~ (68) minute travel time. Not more than fifteen percent (15%), rounded to the nearest whole number of members may be outside the ~~six-eight~~ (68) minute travel time and shall live within a ten (10) minute travel time of the Grand Rapids Fire Hall. New firefighters shall not be allowed to live within 8-10 minutes of travel time until all training and probation period has been completed.

All firefighters must receive approval from the Chief to move outside the ~~six-eight~~ (68) minute travel time.

~~Since the Grand Rapids Fire Department responds to two stations this is critical to provide the correct response to both stations.~~

~~It is the intent of the Grand Rapids Fire Department to have a maximum of ten (10) firefighters assigned to the Southside.~~

~~Seniority will take precedent in any move outside the established travel time.~~

Employment on the department shall automatically terminate not more than ninety (90) days after an employee's residence moves outside the (68) minute response and or 10 minute response time and/or does not meet the percentage qualifications. However, an employee may be granted a leave of absence for not more than six months, provided further that not more than (4) members may be on leave of absence at the same time.

Applicants for reinstatement to employment in the department must meet the same qualifications as new applicants for membership.

Accepted applicants shall serve a six-month probationary period. Upon completion of probationary period the Fire Chief will review performance and report probationary status to appropriate city personnel.

Any employee or officers of the Fire Department who shall be absent from more than ~~fifty-forty~~ percent (50/40%) of the fire rosters during a six-month period is subject to disciplinary action, and it shall be the duty of the 2nd Asst. Chief to inform the Fire Chief of such absenteeism. Fire rosters shall mean signing of the fire report during or after returning from the alarm, one mandatory training session and business meeting per quarter, Haz-Mat drills, Haz-mat calls and attendance of monthly meetings.

SECTION 102

EMPLOYEE TRAINING REQUIREMENTS

The Grand Rapids Fire Department conducts two drills per month. From time to time, one of these drills may be used for maintenance.

~~0-5 year members are expected to attend 70% of the drills.~~

All employees are required to attend one (1) ~~mandatory~~ drill and one (1) business meeting per quarter.

All training sessions are based on NFPA and/or OSHA requirements and follow the general firefighting curriculum approved through any of the Fire Training Programs of the Minnesota State Colleges and Universities.

~~The Grand Rapids Fire Department maintains an up-to-date library of training material. Each employee is encouraged to use this library at anytime.~~

All new firefighters will complete a MnSCU sponsored or other qualified ~~NFPA 1001~~ Firefighter 1&2 course within the first eighteen months of acceptance of the fire department. All firefighters must attempt to attend all training sessions conducted in-house by the Grand Rapids Fire Department.

All new firefighters will successfully complete a Minnesota State Fire Certification Board or other IFSAC (International Fire Service Accreditation Congress) approved Firefighter 1 level of certification within three (3) years of acceptance of the fire department.

~~Any firefighter having less than fifteen (15) years of service as of January 1, 2009, will be required to acquire an IFSAC or MSFCB Firefighter 1 Certification within the next two (2) years of service.~~

All fire personnel will be required to attend annual refresher classes on hazardous materials, blood borne pathogens, airborne pathogens and confined space awareness.

.

Firefighters are encouraged to attend state fire schools, sectional schools and any other schools that would benefit them and the fire department.

All new firefighters must complete, or at least be enrolled in, Haz-Mat Technician Level training within the first 36 months of entry date. Firefighters are expected to attend regularly scheduled Haz-Mat trainings to be eligible to respond to State Haz-Mat incidents

All new firefighters will obtain ~~First Responder First Aid training~~ or equivalent level within their first year

Any outside training for first aid must be approved by the one of the Captains or chief officers for reimbursement.

SECTION 103

STANDBY REQUIREMENTS

Certain holidays and weekends present a staffing problem for the Grand Rapids Fire Department. These times require a standby crew in case of an emergency. This is done on a rotation basis at the following times:

1. Opening weekend of fishing
2. Memorial Day weekend
3. Fourth of July
4. Labor Day weekend
5. The first weekend of deer season

Each standby crew will consist of at least five firefighters. If fire conditions warrant an expanded crew, the chief or other officers can do this. At least one of the five firefighters will be a pump operator and one will be an officer.

Standby rosters are posted each January. Members are responsible for finding a replacement of equal or higher rank if they are unable to cover their schedule time. Each firefighter must sign in each day by noon at the fire hall on their standby weekends.

When on call on a standby weekend, the firefighter must be able to respond within ~~six-eight~~ (68) minutes to the fire hall.

Standby hours are from 6:00 p.m. to 6:00 p.m. For Memorial Day weekend standby is from 6:00 p.m. Friday evening to 6:00 p.m. Monday evening, which would be a three-day weekend. When the 4th of July falls on a Friday, thru Monday this will also become a three day weekend, either starting Thursday at 6:00 p.m. to 6:00 p.m. on Sunday or starting at 6:00 p.m. Friday to 6:00 p.m. Monday. A two-day weekend would be from 6:00 p.m. Friday to 6:00 p.m. Sunday. Sign in shall be by 6:00 p.m. of the first standby day and before 12:00 p.m. for each consecutive day.

On standby weekends all members will report to the Main Fire Station.

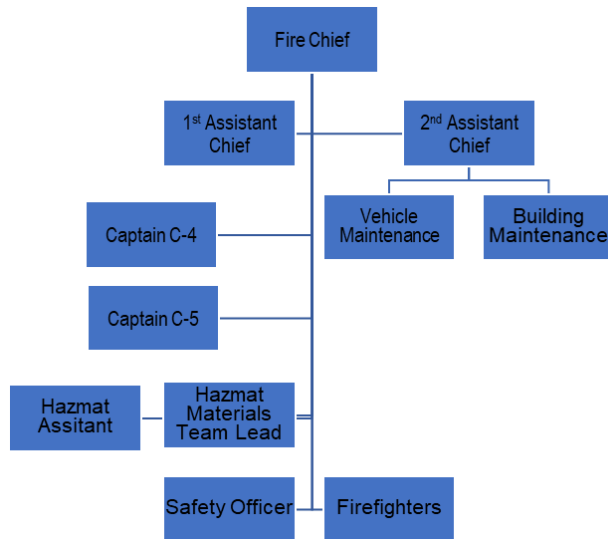
Consumption of alcohol, or illegal drugs by standby crew on required standby weekends is prohibited.

Disciplinary action will be taken for not adhering to standby requirements.

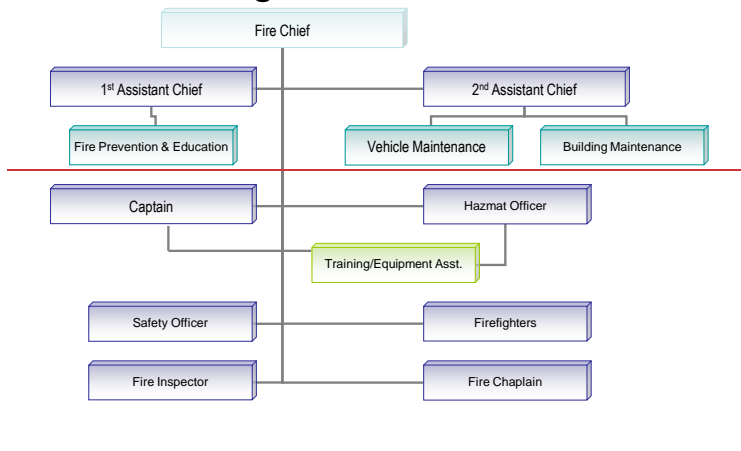
Disciplinary action will be taken for missed standby.

SECTION 104

OFFICER AND NON-OFFICER POSITIONS



**Grand Rapids Fire Department
Organization Chart**



The Grand Rapids Fire Department Officer core shall consist of the following officers:

<u>Line Officers</u>	<u>Call Code</u>
Fire Chief	C-1
1 st Assistant Chief	C-2
2 nd Assistant Chief	C-3
Captain	C-4
Safety Officer <u>Captain</u>	_____
_____C-5	
<u>Non-Line Officers</u>	<u>Call Code</u>
* Fire Prevention & Education <u>Safety</u>	_____
_____C-6	
Hazardous Materials Officer <u>Team Lead</u>	_____C-7

Other Positions

Maintenance Position

Janitorial Position

Firefighter

~~Fire Chaplain~~

Hazmat Assistant

*Safety Officer, ~~Fire Prevention & Education Officer~~, and Hazmat ~~Officer~~ Materials Team Lead may qualify for Line Officer based on minimum qualifications listed in -their position descriptions and approval from the Fire Chief.

Applications shall be accepted for each position upon the vacancy of that position. All applicants will be considered based on the job descriptions of minimum desire qualifications and essential and peripheral job duties and requirements.

SECTION 105

GENERAL EMPLOYEE MEETING SCHEDULE

There shall be three regularly scheduled meetings of the Fire Department each month. The second Tuesday shall be the business meeting. The third and fourth Tuesdays shall be training. Drills dates and time can be changed by fire chief as needed.

All members are required to attend at least one business meeting per quarter.

Special meetings of the fire department shall be called by the Chief or his or her designee at the request of three officers.

The annual meeting will be held the second Tuesday of January, at which time the officers will give their annual reports. In conjunction with this meeting the Grand Rapids Fire Department Relief Association will hold its annual meeting and elect officers for the coming year. Notice will be sent to the members' last known address or in their inter department mail at least thirty (30) days prior to this meeting.

Other functions such as regional, state and sectional fire schools, other special schools and meetings may be attended by members. From time to time certain functions may require attendance of all members or selected members of the Fire Department.

SECTION 106

CONDUCT OF FIREFIGHTERS

Members of the Fire Department shall conduct themselves in a creditable manner as listed below at all fires, meetings, at conventions or any other gathering when representing the Fire Department:

Chain of Command

- Firefighter must use the “Chain of Command” at all times
- “Chain of Command” means any matter that needs the attention or action by the Chief will be brought to the reporting person’s most immediate supervisor
- Any issues or concerns that affect the Firefighter’s performance shall be immediately brought to the attention of the Firefighter’s most immediate supervisor
-

106.1 – Social Media Policy

PURPOSE

To manage audio, photographs and electronic images taken by GRFD employees. To guarantee professionalism and the privacy rights of department personnel, patients, fire victims, and the public that we serve.

PROCEDURE

A. Under no circumstances will employees be allowed to use a voice recorder, personal camera, video recorder, or the camera/video function of a personal cellular phone, PDA, or any other digital imaging device while at any incident unless directed to do so by the Fire Chief or Incident Commander.

B. All scene photography/video and audio shall be for clinical, documentation, or training purposes only, and conducted by or at the direction of Grand Rapids Fire Department personnel in charge of the scene, using approved department equipment.

C. All audio and photographs containing individually identifiable patient information are covered by HIPAA privacy laws and must be protected in the same manner as patient care reports and documentation.

D. Any on-scene recordings and images or any other images taken by an employee in the course and scope of their employment are the sole property of the Grand Rapids Fire Department, and are under the control of the Fire Chief; this includes any recordings and images taken inadvertently with a member’s personally owned camera, cell phone camera, or any other digital imaging device.

E. No recordings or images taken by an employee in the course and scope of their employment may be used, printed, copied, scanned, e-mailed, posted, shared, reproduced or distributed in any manner without approval from the Fire Chief. This prohibition includes the posting of any Grand Rapids Fire Department audio or photographs on personal Web sites such as, but not restricted to: Face Book, MySpace, YouTube, other public safety agency Websites, or e-mailing to friends, relatives or colleagues.

F. Any fire department member who has taken any media (audio, visual, etc.) at any incident must report the taking of such media to the Incident Commander immediately following the return of personnel to quarters, or as soon as practical thereafter. All digital images belonging to the Grand Rapids Fire Department will be downloaded as soon as possible, and will be cataloged and stored in a secure database and/or area with controlled access. After being downloaded, images will be erased from phones, cameras, or any other media device.

G. The use of unauthorized helmet cameras is strictly prohibited.

H. Personal use of department cameras is strictly prohibited.

This includes, but is not limited to, written, auditory and/or visual messages communicated via or on Department resources or via personal devices, such as cell phones, PDAs, etc., and/or social media (Twitter, Facebook, MySpace, YouTube, etc.). Any written, auditory and/or visual messages communicated by a member that are relative to the Grand Rapids Fire Department in any capacity are the *sole property* of the Grand Rapids Fire Department.

J. Violation of this policy or failure to permit inspection of any device covered in this policy may result in disciplinary action.

SECTION 107**RESPIRATORY PROTECTION PLAN AND PROGRAM**

All members of the Grand Rapids Fire Department are required to be knowledgeable and to understand SCBA's. We utilize MSA units of the pressure demand type. Individuals will attend training at least on a quarterly basis.

First year members are not able to make entries into burning buildings until they have had proper training.

SCBA's are to be cleaned properly after each use and inspected on a monthly basis. An inspection sheet will be kept on file. Individuals are assigned their own masks. Any SCBA found to be malfunctioning or visibly impaired should be pulled from service until repaired. SCBA's in service can be found in storage racks on each truck or in cases where applicable.

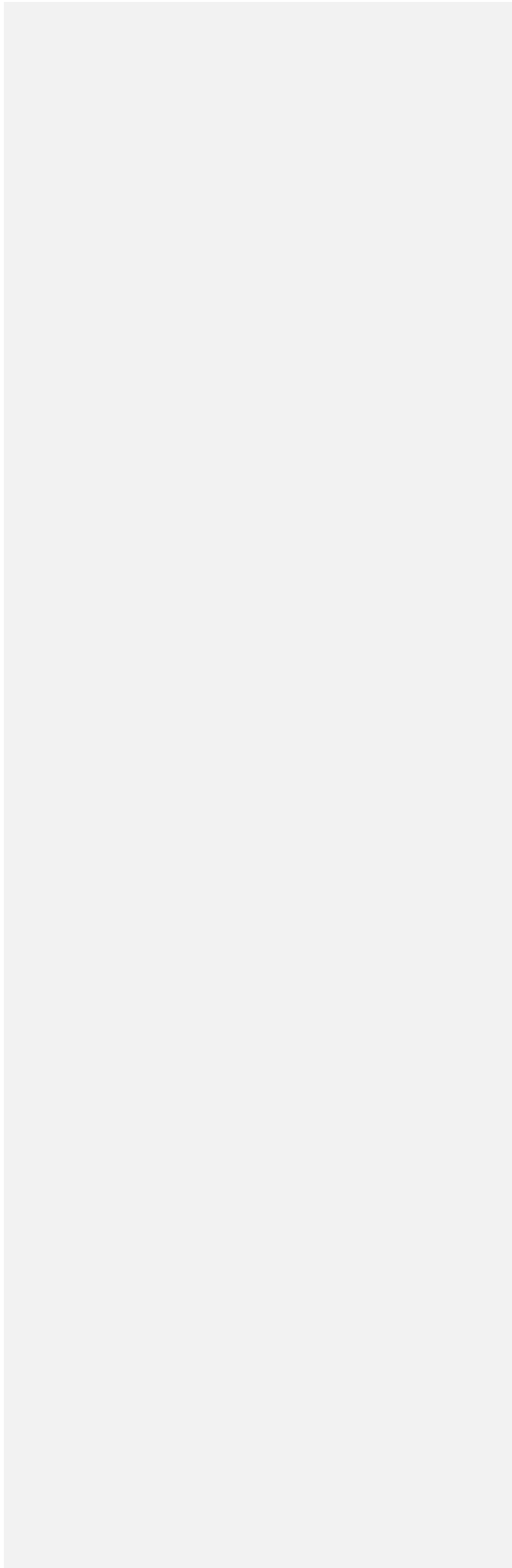
No person shall be allowed to have facial hair, which will impair the sealing of the face piece. Individuals are required to meet physical standards before being allowed to use SCBA's. Each year firefighters are to successfully pass a respiratory fit test for SCBA use.

Please refer to page 6-125 of the City of Grand Rapids Employee Handbook for further information regarding the Respiratory Protection Program.

SECTION 108

AIRBORNE PATHOGENS PROGRAM DIRECTIVE

Please refer to page 6-129 in the City of Grand Rapids Employee Handbook for information relating to the Airborn Pathogen Program.



SECTION 109**PHYSICAL MEDICAL REQUIREMENTS**

The City of Grand Rapids has established a program of pre-employment and regular medical examinations for the employees whose regular work may require unusual and strenuous physical activity.

It is designed to protect both employee and employer through early detection and treatment of conditions that could be aggravated by the physical requirements of the job.

The employee's personal physician may do the medical examination. If there is any controversy over the results of the medical examination and/or recommendation, the City may request another examination by a physician of its choice.

The City Council shall appoint a committee consisting, at least, of the City Administrator or Human Resources Director, City Attorney, a physician not involved in the case, and employee representative, to make a recommendation to the City Council regarding the future employability of this person.

The Fire Department requires an entrance exam to be completed within the first year of membership on the department. At a minimum, the Fire Department shall conduct medical evaluations annually in accordance to OSHA 1910.134 for its members. Beginning at age thirty-five (35), members shall be given a stress test conducted every five years (or earlier as required by a medical physician) until the time of their exit exam. Each firefighter will be required to have an exit exam, which includes a PSA test. All exams are not to exceed the "Report of Medical Examination." The Fire Department will not pay for any extended testing unless the physician conducting the exam requires further testing. Any further tests requested by you will be at your expense.

SECTION 110**HEPATITIS B IMMUNIZATION PROGRAM**

PURPOSE: To establish guidelines for employee screening for Hepatitis B immunity and vaccine administration.

POLICY:

- I. Employees who perform tasks requiring exposure to blood and other potentially infectious materials per exposure determination will be offered the Hepatitis B Vaccine free of cost.
- II. Following a review of the disease and vaccine information, the employee will sign a consent to receive the vaccine. (See “information on Hepatitis B and the Vaccine”.)
- III. If an employee declines immunization, he/she will sign a statement to that effect. If the employee chooses to be immunized in the future, this procedure will be followed.
- IV. Three IM dose of vaccine will be given – the initial dose, at one month and at six months. The vaccine will be administered deep intramuscular in the deltoid muscle.
- V. Approximately 1-2 months after completion of the 3-dose series, an antibody titer will be determined. Should a less than adequate titer ($< \text{or } = 10\text{MIU/ml}$) be detected, an additional series of 3 injections will be administered followed by repeat antibody testing as before.
- VI. Information attesting to the employees’ antibody status (positive or negative) will be documented in the employee’s medical record.
- VII. Should an exposure ever occur the post-exposure algorithm will be followed.

INFORMATION ON HEPATITIS B AND THE VACCINE

THE DISEASE

Hepatitis B is a viral infection that affects the liver. The incubation period ranges from 40 to 180 days. The course of acute hepatitis can be mild and completely without outward symptoms, or it can be severe, prolonged and possibly fatal. Health care workers can be exposed to Hepatitis B from contaminated needle punctures or blood spills on broken skin or mucous membranes. Other body fluids, such as bloody urine, bloody wound drainage, or semen, may also be infectious. The greatest threat to health care workers is the nearly one million Hepatitis B carriers in the country, 80 to 90 percent of whom are not identified.

RECOMBINANT HEPATITIS B VACCINE

The vaccine is for protection against Hepatitis B. The vaccine is recommended for those with frequent exposure to the above sources. Three doses of vaccine are required: The initial dose, a second dose a month later and a third dose five months later. A booster dose may be needed at a later time for continued protection. Documentation of exposure incidents must continue even after the vaccine is completed.

Hepatitis B vaccine will not prevent hepatitis caused by other agents, such as Hepatitis A virus, non-A, non-B Hepatitis virus or by other viruses known to infect the liver. Although information available to date indicates that the vaccine is highly effective in protecting against Hepatitis B, it has not proven totally effective in preventing Hepatitis B among all persons vaccinated (those who are immune-suppressed or those with presence of any serious active infection). Hepatitis B vaccine is prepared from recombinant yeast cultures and is free of association with human blood or blood products.

Follow-up studies indicate that the most common side effect is injection site soreness. Less common local reactions are redness, swelling and warmth, which usually subside within 48 hours. Low-grade fever occurs occasionally. Other complaints include malaise, fatigue, headache, nausea, dizziness and joint pain. These symptoms are infrequent and limited to the first few days following the vaccine. Rash has been reported rarely.

PRECAUTIONS

Recombinant Hepatitis B Vaccine is contraindicated for individuals who are hypersensitive to yeast or any component of the vaccine. Any serious active infection prior to receipt of the vaccine is reason to delay the vaccine.

Employees with a history of cardiopulmonary disease are at risk from a possible febrile or systemic reaction and must consult their private physicians prior to receipt of the vaccine and have an authorization from their private physician for administration of the vaccine.

**HEPATITIS B IMMUNIZATION
CONSENT OR DECLINATION**

HEPATITIS B VACCINE – ACCEPTANCE

I **WANT TO RECEIVE** the Hepatitis B Vaccine and I understand it is my responsibility to contact the Employee Health Nurse for an appointment. I have read and have had explained to my satisfaction, the administration of the vaccine including the risks, benefits and possible adverse effects associated with the vaccine.

Name (Please Print)	Signature	
Department	Date	Witness

HEPATITIS B VACCINE – DECLINATION

Please sign if you **DO NOT** want the vaccine at this time. I understand that due to my occupational exposure to blood or other potentially infectious materials, I may be at risk of acquiring Hepatitis B Virus (HBV) infection. I have been given the opportunity to be vaccinated with Hepatitis B Vaccine, at no charge to myself. However, I decline Hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring Hepatitis B, a serious disease. If, in the future, I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with Hepatitis B Vaccine, I can receive the vaccination series at no charge to me.

Name (Please Print)	Signature	
Department	Date	Witness

PREVIOUS IMMUNIZATION/DISEASE

History of Hepatitis B Yes ___ No ___ Date _____
 History of Vaccination Yes ___ No ___ Dates _____
 Number of Injections: _____

Please submit documentation of above to the Employee Health Nurse as soon as possible.

IMMUNIZATIONS GIVEN

1 st dose:	Date _____	Location: _____	Lot# _____	Expiration _____
2 nd dose:	Date _____	Location: _____	Lot# _____	Expiration _____
3 rd dose:	Date _____	Location: _____	Lot# _____	Expiration _____

Post vaccination testing: Antibody positive _____ Antibody negative _____ (if negative, repeat vaccination)

4 th dose	Date _____	Location: _____	Lot# _____	Expiration _____
5 th dose	Date _____	Location: _____	Lot# _____	Expiration _____
6 th dose	Date _____	Location: _____	Lot# _____	Expiration _____

Post vaccination testing: Antibody positive _____ Antibody negative _____ (if negative, repeat vaccination)

SECTION 111

FIT TEST PROGRAM

See Appendix A of the City's Personnel Policy Manual:
Workplace Safety Policy, **page 6-126, Fit Test**

SECTION 112

**GRAND RAPIDS FIRE DEPARTMENT RELIEF ASSOCIATION
BYLAWS**

EXHIBIT I

Formatted: Underline

CONSTITUTION

OF

GRAND RAPIDS FIRE DEPARTMENT RELIEF ASSOCIATION

ARTICLE I

This association is named and shall be known as the "Grand Rapids Fire Department Relief Association" and its general object and purpose shall be to create, establish and maintain a fund for the relief and support of sick, injured or disabled members of the Association and their families; such fund to be provided by donations, assessments of its members and other proper means.

ARTICLE II

The property and monies of the Association shall be kept in the "Special Fund", which shall consist of all monies now due or hereafter become due, such as fees, dues, donations and monies raised through the efforts of the members of the Association and interest on all monies loaned from such fund and the same way may be expended for any purpose authorized and permitted by these articles and By-laws which shall be adopted and in conformity thereto.

ARTICLE III

Section 1. — All persons becoming regular members of the Fire Department shall become members of this Association on the date of acceptance into the department.

Section 2. — Resignation or removal from the Grand Rapids Fire Department or moving from the vicinity of Grand Rapids to take up residence elsewhere shall terminate the membership of the member so resigning, expelled or moving; provided, however, that any member who has served at least the minimum number of years required for vesting of pension rights may remain as a member of the Grand Rapids Fire Department Relief Association and be placed on the early vested pension roll, subject to such regulations as may from time to time be imposed.

ARTICLE IV

Section 1. — The government and management of the business and affairs of the Association is vested in a Board of Directors. The said board shall consist of six members, to be elected annually by the members of such Firemen's Relief Association from its own members at their annual meeting in January of each year

~~in the City of Grand Rapids, Minnesota, also the following ex-officio members, via; the President or Mayor and Financial Director or Clerk of the City of Grand Rapids, Minnesota and Chief of the fire department of said city. Such directors to be elected each for a term of one year and shall hold office until the successor shall be elected and qualified. A member of the board of directors may be removed for cause upon a two-thirds vote of those present and voting.~~

~~Section 2. — The board of directors of the Association shall have power from time to time to make such By-laws for the government of the Association and the management of its affairs, as the said board may deem proper; but not By-laws that shall be inconsistent to any provisions of this Constitution. No such By-laws shall be adopted except upon a vote of at least two-thirds of the members of the board.~~

~~Section 3. — The officers of the Association shall consist of a President, Vice President, Secretary and Treasurer, all of whom shall be elected annually by the board of directors of said Association from among their own members, at their annual meeting in January of each year in the city of Grand Rapids, Minnesota and shall hold office until the successor is elected and qualified. The duties of the officers shall be prescribed by the By-laws.~~

~~Section 4. — It shall be the duty of the board of directors to prepare modes and plans for the safe and profitable investment of all funds of the Association, in accordance to their investment policy and whenever loans or investments are made, to investigate and pass upon the securities offered and to attend to the drawing and execution of the necessary papers. The board shall order an audit of the books and accounts of the secretary and the treasurer as required by law and shall submit a written report of the condition of the Association to the members at the annual meeting.~~

~~Section 5. — The investment of the funds of the Association shall be in the exclusive control of the board of directors, in conformance with state statutes.~~

~~Section 6. — The members of the board shall act as trustees with Fiduciary obligation to the members of the Association, to the city of Grand Rapids and to the state of Minnesota.~~

ARTICLE V

~~Section 1. — Any member of the Association upon retiring from active duty with the fire department and upon receiving his pension from the Relief Association shall become an Honorary Life Member of the Association without further remuneration of benefits available. Any member resigning from the fire department may be awarded Honorary Life Membership by vote of fire department members.~~

ARTICLE VI

~~Section 1. — This constitution may be amended at any regular or special meeting of the members of the Grand Rapids Relief Association by a two-thirds vote of the members of the board. One month's notice shall be given in writing of such proposed amendment, before a vote can be taken thereon.~~

EXHIBIT I

BY LAWS

OF

GRAND RAPIDS FIRE DEPARTMENT RELIEF ASSOCIATION

ARTICLE I DUTIES OF OFFICERS

~~Section 1. — Duties of the President. The duties of the president of said Association shall be to preside at all meetings of the board of directors, appoint all committees, sign all orders on the treasurer of the Association and perform such other duties as usually pertain to such office.~~

~~Section 2. Duties of the Vice President. The vice president, in the absence or disability to act of the president, shall perform and discharge the duties of the president. In case of the absence of both the president and vice president, the board of directors shall elect a president pro tem, who shall discharge and perform such duties.~~

~~Section 3. Duties of the Secretary. The secretary shall keep a correct record of all meetings and proceedings of the board of directors; he shall immediately pay over to the treasurer of the Association all monies that may come into his hands belonging to the Association, keep a correct roll of all members of the Association, the date of joining, resignation, discharge, assessments made and paid, relief furnished and to whom furnished, and the nature and amount thereof and keep a complete record of all investments made and redeemed. He shall make a report to the board, at each annual meeting, of the membership and financial condition of the Association. His books shall at any time be subject to inspection by any member of~~

~~the board and public examiner; he shall draw and sign all orders on the treasurer, perform and discharge such other duties as usually pertain to such office. He shall give a surety bond in such sum as the board of directors may direct, such bond to be paid for by the Association and filed with the treasurer of the Association.~~

~~Section 4. — Duties of the Treasurer. The treasurer shall keep a true and correct record and account of all monies by him received for said Association and pay them out only on the order of the board of directors. He shall make and submit his report at each annual meeting of the board of directors. He shall deposit all monies of the Association in the name of the Association in such bank or banks as the board of directors may direct or designate or invest same in the name of the Association in such manner as the board of directors shall direct.~~

~~The treasurer shall be the custodian of and responsible for the safekeeping of all funds and securities belonging to the Association, collect the interest and premiums on all securities when due, he shall provide the secretary with memorandum of all monies collected and deposited belonging to the Association monthly at least three days previous to the regular meeting of the board of directors, giving date and amount of such deposits and from what source collected. He shall give a surety bond to the Association with sufficient sureties to be approved by the board, in such sum as the board shall require, conditioned that he will faithfully discharge and perform all the duties of this office, during his continuance therein and safely keep and pay over to his successor in office or such other person or persons as the board may direct, all monies or securities that may come into his hands by virtue of his said office, such bond to be paid for by the Association and filed with the president.~~

ARTICLE II EXECUTIVE COMMITTEE

~~Section 1. — The president shall, at the annual meeting in January of each year, appoint a committee of three members of the board. It shall be duty of this executive committee to devise modes and plans for the safe and profitable investments of the unappropriated funds of the Association and whenever investments or loans are made, to investigate and pass upon the securities offered and attend to the drawing and executing of the necessary papers, subject, however, to the provision that all acts of the executive committee shall be subject to the approval of the board of directors. They shall order an audit of the books and accounts of the secretary and treasurer annually and a written report shall be submitted of the same to the board of the Association, at its annual meeting in January of each year.~~

ARTICLE III

MEETINGS

Section 1. — The regular quarterly meetings of the board of directors shall be held on the second Tuesday of each quarter and the annual meetings on the regular monthly meeting of January of each year; and special meetings may be held at such times as the president or a majority of the members of the board may deem necessary. Provided, however, that in case an alarm of fire should be sounded during any meeting of the board, such meeting shall stand adjourned until such time as the president shall reconvene it.

Section 2. — Any reconvened meeting held as provided in Section 1 of this article shall be deemed an adjourned meeting.

Section 3. — A majority of the members of the board shall constitute a quorum and may transact business at any meeting of the board, except such business as is otherwise especially provided for.

Section 4. — All meetings shall be conducted according to Robert's Rules of Order, as revised.

Section 5. — The order of business shall be:

1. Call to order
2. Reading of the minutes of previous meeting
3. Treasurer's report
4. Report of committees
5. Applications for relief
6. Applications for membership
7. Balloting for members
8. Unfinished business
9. New business
10. Election of officers
11. Miscellaneous business
12. Adjournment

ARTICLE IV FUNDS

Section 1. — All property and monies of the Association shall be kept in a fund as established in the Constitution of the Grand Rapids Fire Department Relief Association.

Section 2. — No disbursement of funds of this Association shall be made except by checks drawn by the Treasurer. Except when issued for pensions and other fixed charges, the exact amount of which has previously determined and authorized by

~~the board of directors, no check shall be issued until the claim to which it relates has been approved by the board of directors.~~

~~Section 3. All monies belonging to this Association shall be deposited to the credit of this Association in such banks, trust companies, savings and loan associations or other depositories as the board of trustees may designate.~~

ARTICLE V APPLICATION FOR BENEFITS

~~Section 1. Only members in good standing shall be entitled to have or receive any benefits from the funds of this Association.~~

~~Section 2. All applications for disability, death or pension benefits shall be made in writing on forms furnished by the secretary.~~

~~Section 3. Applications for Disability Benefits. All applications for disability benefits shall be referred to a disability committee consisting of three members of the board to be appointed by the president, which committee shall examine into and report upon such application to the board before the board acts upon the same. In case any question shall arise in regard to any application for disability benefits the president shall appoint a special investigating committee, who shall make an investigation of the facts and report the same to the board. Such committee shall consist of three members of the board.~~

~~Section 4. Report of Disability. Any member of the Association contracting sickness or injury resulting in inability to perform the duties of a firefighter shall within 30 days notify the secretary of the Association within 30 days after the date for which disability benefits is asked. No applications for disability benefits will be allowed to exceed 30 days previous to the date on which the secretary was notified of such sickness or injury.~~

~~Section 5. Time for Disability Benefits. No application shall be allowed for disability benefits for a period of less than seven days disability or for a period longer than 104 weeks, commencing from the time of first illness or injury as herein provided.~~

ARTICLE VI DISABILITY BENEFITS

~~Section 1. Permanent Disability. If a member of this Association shall become totally and permanently disabled, to the extent that a physician or surgeon acceptable to the board of directors shall certify that such disability will permanently prevent said member from performing his duties in the Grand Rapids Fire Department, then the Association shall pay to such member the sum of \$ _____ for each year of active service with the Grand Rapids Fire Department prior to the~~

~~onset of the disability. A member who receives such a disability pension payment shall have the amount paid deducted from any vested pension accrual and, if the member should subsequently recover and return to active duty in the Grand Rapids Fire Department, for any accrued service pension credit.~~

ARTICLE VII
DEATH BENEFITS

~~Section 1. — Upon the death of any member of this Association who is in good standing at the time of his death, the Association shall pay to the member's designated beneficiary, and if none then to the member's surviving spouse, and if none then to the member's estate, the sum of \$ _____ for each year of active service in the Grand Rapids Fire Department.~~

ARTICLE VIII
PENSION BENEFITS

~~Section 1. — The association shall pay to each member who shall have served as an active firefighter in the Grand Rapids Fire Department for a period of 20 years or more the sum of \$ _____ per year for each full year of active service, as a retirement benefit. The retirement benefit shall be payable upon the member ceasing active service in the Grand Rapids Fire Department, but not earlier than the member's 50th birthday.~~

~~Section 2. — A member of the Association who shall have served in the Grand Rapids Fire Department for at least 20 years, but has not reached the age of 50 years, may retire from said department and be placed on the deferred pension roll. When the member reaches the age of 50 years, upon application therefore the member shall be paid the sum of \$ _____ for each full year of active service. During the time the member is on the deferred pension roll, the Association shall add to the amount payable to such member interest, compounded annually, at the rate of 5% per year. *Fully vested members will be eligible to receive the final year on a pro-rated basis.~~

~~Section 3. — If a member shall have served for more than 10 years but less than 20 years, as an active member of the Grand Rapids Fire Department, the member may retire from said fire department and be placed on the early vested pension roll. When the member reaches the age of 50 years and provided that at that time the member has been a member of the Association for at least 10 years, the member shall upon application therefore, be paid a retirement pension benefit in the following manner:~~

- ~~A. — For active duty of more than 10 years, but less than 11 years, 60% of the amount per full year of active service which would have been earned, had the member served for 20 years or more;~~

- ~~B. For active duty of more than 11 years, but less than 20 years, 4% of the amount per full year of active service which would have been earned, had the member served for 20 years or more, shall be added for each additional year of service between 11 and 20 years;~~
- ~~C. Any member on the early vested pension roll will not be eligible to receive interest on the member's accrued assets.~~

~~Section 4. No less than 90 days before becoming eligible to receive a lump sum pension, a member of this Association must make in writing a request for pension benefits. This association has the right to distribute said lump sum up to 60 days prior to the member's 50th birthday or up to 60 days after the member's 50th birthday.~~

~~ARTICLE IX~~
~~AMENDMENT~~

~~Section 1. The By laws of this Association may be amended at any regular or special meeting of the Association by a favorable vote of two-thirds of the members present and voting, provided that a quorum is present; and provided further that notice of any proposed amendment or amendments shall be given by reading the same at a regular or special meeting not more than 31 days next preceding the date upon which such amendment or amendments are to be acted upon, and that a notice be mailed to each member at his last known address not less than 10 days prior to such meeting; and provided further, that is such amendment or amendments shall change the amount of benefits of pensions, approval of the City Council of Grand Rapids must be obtained before such change may take effect.~~

Section 113

Alcohol Use Policy for the Grand Rapids Fire Department

The Grand Rapids Fire Department, in accordance with the City of Grand Rapids' Drug and Alcohol Policy, maintains a strict policy regarding the use of alcohol while participating in Fire Department functions including:

1. The response to fire and other emergency incidents;
2. Participation in Fire Department training activities; and
3. Participation in other activities where the firefighter is serving as a representative of the Grand Rapids Fire Department, such as sponsored events as section schools/seminars, conventions and/or meetings.

To secure compliance with the above policy a firefighter who has consumed alcoholic beverages during the four hours prior to being called to an emergency shall upon arriving at the fire hall, in response to that emergency call, immediately notify the fire officer in charge if any of the following conditions exist:

1. That the firefighter has consumed alcohol during the preceding four hours
2. That the firefighter was using any prescription or nonprescription medication that contains alcohol and is labeled with a warning regarding drowsiness, driving, or operation of machinery;

A firefighter who fails to comply with these requirements is subject to disciplinary action.

When a Fire Officer/ Senior Fire Fighter is notified of either condition 1 or 2 above, it will be necessary for a qualified operator to administer a preliminary breath test prior to that firefighter participating in a fire call response. He/she shall document the identity of the person being tested, the date and time of the test, and the test result. The operator shall sign this form, and he/she shall ask the person being tested to also sign. If the subject being tested should refuse to sign, that refusal shall also be documented.

If the firefighter disagrees with this result administered by the preliminary breath test, and if it is practical, the firefighter shall be administered an Intoxilyzer 5000 test at the Itasca County Jail to determine the level of intoxication. This test is solely used to determine the alcohol concentration of the tested firefighter, and whether or not he/she

may respond to a call for service, and the results of the test will not be used for any other purpose by the Grand Rapids Fire Department.

This policy states:

The Grand Rapids Fire Department has a Zero Tolerance policy regarding the operation of any Fire Department motor vehicles. Zero Tolerance is defined and enforced by stating that any Fire Department member, who has consumed any amount of alcohol in the four hours prior to the emergency call and gives a sample breath that shows any indication of the presence of alcohol, will be precluded from the operation of Fire Department motor vehicles.

The standard for allowing a firefighter to participate in an emergency call, other than being allowed to operate Fire Department motor vehicles, is .039 or less.

If the alcohol concentration indicates a level of .04 or higher but less than **.060**, the firefighter will not be allowed to participate in the emergency call. However, the firefighter will be allowed to remain at the Fire Hall and perform his/her regular duty within that building and get credit for doing so.

If the alcohol concentration indicates a level of **.060** or higher, the firefighter will not be allowed to participate in the emergency call, nor get credit for responding. A ride home will be provided to the firefighter as soon as possible, in no case will a firefighter be able to drive home from the fire activity.

A firefighter who has consumed any alcohol in the preceding four hour period, or is using prescription or nonprescription medication that contains alcohol will be administered a preliminary breath test as soon as practical by a qualified operator to determine whether (or not) the firefighter will be allowed to participate in the emergency call. If a qualified operator is not present during the call, or for any reason cannot test the firefighter in question, that firefighter must remain at the Grand Rapids Fire Hall and not attend the call.

Any firefighter who, in an emergency response setting, during training, activity, or either officially or unofficially observes any indications that another firefighter is under the influence of alcohol or drugs, shall immediately report those observations to the fire officer in charge. Such indications include the odor of alcohol on the breath, slurred speech, unsteady gait, or disorientation. A firefighter who observes such indications and fails to report them as required is subject to disciplinary action.

If the fire officer in charge has reasonable suspicion that a firefighter may be under the influence of alcohol and/or drugs during an emergency response, the fire officer shall ensure the firefighter is relieved of duty and kept in a safe area where a preliminary breath test can be administered to determine whether or not alcohol is present.

Grounds for reasonable suspicion of being under the influence of alcohol and/or drugs include, but are not limited to, odor of alcohol on one's breath, slurred speech, unsteady ~~gait~~gait, and disorientation.

The fire officer in command may require that the individual immediately submit to a preliminary breath test. The individual's refusal to submit to such a test is immediate grounds for disciplinary action. The fire officer or senior officer shall document the time and date, observed behavior, witnesses, what was done, and the substance of any conversation conducted with the firefighter. Documentation should immediately be forwarded to the fire chief.

If the Grand Rapids Fire Department should need to invoke mutual aid from any other fire department, and any member of the Grand Rapids Fire Department believes any firefighter from another jurisdiction is under the influence of alcohol and/or drugs, that firefighter shall be removed from duty and placed in a safe setting as not to endanger that firefighter, any other firefighters, or any member of the public.

EFFECTIVE DATE. This Alcohol Use Policy shall be in full force and affect after its passage and after a signed acknowledgement of policy change has been received and on file for all members of the Grand Rapids Fire Department.

ADOPTED AND PASSED by the City Council of the City of Grand Rapids on the ____ day of _____, 2010.

Dale Adams, Mayor

ATTEST:

Shawn Gillen, City Administrator

GRAND RAPIDS
FIRE DEPARTMENT

APPENDIX
TO
CITY POLICY MANUAL

APPENDIX

GENERAL OVERVIEW

STATEMENT OF GUIDELINES – GRAND RAPIDS FIRE DEPARTMENT

100 GENERAL DEPARTMENTAL INFORMATION

200 GENERAL ADMINISTRATION

300 HAZARDOUS MATERIALS

400 OCCUPATIONAL SAFETY AND HEALTH

500 MAINTENANCE

600 EMERGENCY OPERATIONS

700 COMMUNICATIONS

800 FIRE PREVENTION**STATEMENT OF GUIDELINES AND PROCEDURES**

This manual was developed as a guide with specific and general information for the Grand Rapids Fire Department. Copies will be given to all new Fire Department members and will be available for reference from the 2nd Asst. Chief or Chief at all times. This manual will be updated from time to time as the needs or guidelines change. Each member of the Grand Rapids Fire Department is required to have knowledge of the information in this outline.

100 GENERAL DEPARTMENTAL INFORMATION**101 UNIFORM GUIDELINES**

All members of the Grand Rapids Fire Department will have one complete uniform. This uniform consists of a long sleeve white shirt with patches, pins, and badge displayed as listed below, dark navy pants, dark blue tie with fire axe tie clasp, blue socks, black shoes or boots, and jacket. (The Grand Rapids Fire Department provides shirt, tie, pants, and jacket.)

The fire department will also furnish patches, badges, pins and a fire axe tie clasp. Members who leave with less than ten (10) years of service, or are terminated, shall be required to return all issued department clothing.

When in uniform, it is expected that each person will conduct themselves in a manner that will not degrade the fire service, the Grand Rapids Fire Department or the City of Grand Rapids.

Uniforms will be required for funerals of active and retired members.

Department shirt patches, pins, and badge placement is as follows:

1. GRFD PATCH ON RIGHT AND LEFT SHOULDER SLEEVE.
2. AMERICAN FLAG OVER RIGHT POCKET.
3. NAME TAG UNDER FLAG ABOVE RIGHT POCKET.
4. GRFD PINS/BUGLES ON RIGHT AND LEFT LAPELS.
5. GRFD BADGE ON LEFT SIDE OVER POCKET.
6. TIE CLASP (FIRE AXE) ON TIE.

102 CONTROL OF APPARATUS/EQUIPMENT/FIRE HALL

No person, persons, firm, company, or corporation, shall in any manner, have any control over, or interfere with, take, use, or have, for any object or purpose, any of the fire apparatus, equipment, and/or fire hall except the officers and members of the Fire Department, and persons specifically authorized by the City Council. No member of the Fire Department or City Officer shall loan or allow use of said fire apparatus, equipment, and/or fire hall, except by the order of the City Council and the consent of the Fire Chief.

102.1 RATE SCHEDULE FOR FIRE DEPARTMENT APPARATUS

For those instances where the fire department is eligible to receive reimbursement for the use of apparatus and/or personnel, the following rate schedule shall be applied, unless an executed contract between the City of Grand Rapids and the responsible party exists prior to the event occurring:

- Type 1 Engine (~~#11621~~, #115, #111, ~~#114~~): _____ \$300.00 per hour
- Type 4 Engine (#113): _____ \$150.00 per hour
- ~~Type 6 Engine (#117): _____ \$100.00 per hour~~
- Type 2 Water Tender (#111): _____ \$175.00 per hour
- ~~Type 3 Water Tender (#112): _____ \$150.00 per hour~~
- Aerial Device (Tower #119): _____ \$350.00 per hour
- ~~Rescue Vehicle (#114): _____ \$175.00 per hour~~
- Support Vehicles (#118, ~~Hazmat 2#117~~): _____ \$100.00 per hour

Personnel: Current hourly rate as approved by city council

103 USE OF FIRE HALL AND EQUIPMENT

Members may be allowed to use tools in the fire hall and tools may be checked out, if approved by an officer or maintenance staff.

Members are allowed to use one bay at the fire hall as long as they are returned to their original condition and kept clean.

Equipment that is carried on the fire apparatus will not be checked out or removed from the fire hall.

Audio-visual equipment and books may be checked out with permission from an officer. This does not include TV's, VCR's, or computer equipment.

The use of the fire hall and tools is a privilege and should not be abused.

104 PERSONAL VEHICLES

The Grand Rapids Fire Department has an excellent working relationship with the Grand Rapids Police Department, Sheriff's Department, and the State Patrol. It is expected that at all times a firefighter will use good judgment while responding to a fire call. We realize, of course, that there are various types of emergencies from a simple grass fire to a fire involving life safety, which may dictate your response.

It is important to remember that your private vehicle is not an emergency vehicle and you must obey traffic laws. If you abuse these privileges, you will be ticketed.

~~Parking for fire calls and meetings has been designated in the following locations:~~

- ~~1. Two (2) stalls directly in front of the fire hall.~~
- ~~2. Four stalls on 1st Street east of the fire hall.~~
- ~~3. Twelve stalls behind the fire hall.~~

~~Double parking will be allowed if no other space is available. Parking for non-emergency use should be limited to the parking lot to the rear of the fire hall.~~

Minnesota has issued a special license plate for firefighters. These may be purchased from the Department of Motor Vehicle Registration Office, and with appropriate signatures from the Fire Chief. These plates will transfer to new vehicles. Specialized firefighter license plates must be returned to the DMV upon date of retirement or termination of employment from the Grand Rapids Fire Department. The Fire Chief shall notify the Department of Motor Vehicle Registration Office upon retirement or discontinuation of employment of firefighters who have been issued firefighter license plates.

~~The Grand Rapids Fire Department requires a vehicle identification sticker for parking in designated areas. These can be obtained from the 2nd Assistant Chief.~~

~~No parking of personal vehicles shall be allowed between stalls or in front of doors of the fire hall(s) at any time.~~

105 DONATION GUIDELINE

The Grand Rapids Fire Department does not donate to any outside organizations. Any other donations will be considered only if a motion is made from the floor at a regularly scheduled business meeting.

In the case of retirement, weddings, hospitalizations, illnesses or funerals of members and their immediate family, the department will give flowers or an appropriate gift not to exceed sixty dollars (~~\$60~~100.00). This is a separate fund established by donations approved from each firefighter.

~~106 — TELEPHONE USE~~

~~The telephone and fax machine located in the offices should be used for fire department business only. The fire hall number is 326 2832 and is unlisted, the fax machine number is 326 7655.~~

200 GENERAL ADMINISTRATION**201 GENERAL CONTROL OF DEPARTMENT**

The department and every member thereof shall be, at all times, under the control and subject to the orders of the City Council. The Council hereby reserves the power to suspend or remove any member of the department, including any or all officers, whenever it shall deem it necessary for the welfare of the city to do so.

202 ASSISTANCE IN TIME OF FIRE

In the case of fire, or when said department is engaged in the extinguishment of fires, or the saving of life or property, the Chief is hereby authorized and given full authority to call upon any or all able-bodied citizens of the public to assist in such extinguishment of fire or saving of life and property, and when such residents are so engaged they shall be subject to the orders of the Chief. Such help shall receive compensation equal to that of member fire fighters.

203 GENERAL EMPLOYEE PAYROLL GUIDELINES

Regular Pay:

1. All fires, drills, business meetings, rescues, mutual aid.
2. If a truck leaves the ~~north or south~~ hall an incident number will be assigned and all responding members will be paid.
3. If a truck does not leave the ~~north or south~~ hall, or we are cancelled immediately, there is no incident number assigned and no pay to members will be issued.

Introductory Firefighter- An employee hired by the City of Grand Rapids as a firefighter or firefighter trainee; can be placed as an Introductory firefighter at the rate of pay established by the council for a period of one year. The employee will work on the training requirements and general operations of the Fire Department during this introductory time period. Upon successful completion of this time period; the employee can be moved up to Intermediate firefighter. The Fire Chief has the discretion to increase the introductory period within reason, or move the employee to Intermediate firefighter at a time they deem appropriate.

3- **Intermediate Firefighter-** A firefighter or firefighter trainee that has successfully completed the Introductory Firefighter can be moved up to the Intermediate firefighter at the rate of pay established by the council for a period of one year. The employee will continue to work on training and advanced operations at all emergency scenes. Upon successful completion of this time period; the employee can be moved up to the current full pay of Firefighter established by the city council. The Fire Chief has the discretion to increase the intermediate period within reason, or move the employee to full pay Firefighter at a time they deem appropriate.

School, Training, F.D. Business:

1. You will receive classroom hour pay at our regular rate.
2. In addition, you will receive attendance credit for fire calls when on fire department business, providing you return within a reasonable time frame. Examples given:

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- A. Sectional schools: leave Friday p.m. and return Sunday p.m.
- B. Saturday meeting, return Saturday p.m.
- C. Exception will be allowed if the meeting ends at 5:00 p.m. or later and you are 100 miles away or more.
- D. Weather problems.

Standby Weekends:

- 1. 8 hours per day at regular rate, plus fire calls.
- ~~2.~~ 4 hours per day at regular rate, plus fire calls for half day standbys

Other duties:

- 1. Special meetings
- 2. Assignment per officers
- 3. Tours

Other duties – No payroll or by the discretion of the Chief:

- 1. Open House
- 2. Parades
- 3. Conventions
- 4. Stock car races

Please use the City of Grand Rapids Travel Expense Report for all meetings and schools. Any and all receipts for expenses incurred must accompany the Travel Expense Report. Reports can be obtained from the Captain. The Chief **Officers** must authorize any expense report and then forward to the Finance Dept. for processing.

300 HAZARDOUS MATERIAL GUIDELINES

301 SUGGESTED OPERATING GUIDELINES FOR HAZARDOUS MATERIALS RESPONSE

IS THERE A HAZARD?

INPUT FORM:

- a. Preplanning
- b. Placards
- c. Labels
- d. NFPA 704 System
- e. Physical characteristics

IDENTIFY THE PRODUCT.

INPUT FORM:

- a. Shipping papers
- b. Involved Personnel
- c. Preplanning
- d. Markings
- e. Labels

DETERMINE HAZARDS PRESENT.**INPUT FORM:**

- a. Chemtrec
- b. Technical Resources
- c. Right to Know Laws
- d. Manufacturer
- e. Shipper
- f. Carrier

WHAT ARE THE OBJECTIVES?**RESCUE:**

- a. Protective Equipment
- b. EMS Requirements
- c. Heavy Rescue Equipment
- d. Medical Transportation Available
- e. Is Proper Material Available to Handle Decontamination?

ALTERNATIVES:**INPUT FORM:**

- a. Type of Incident
- b. Physical Properties
- c. Hazards
- d. Terrain
- e. Life Hazards

CONTROLLING THE INCIDENT:

- a. Can leak be plugged?
- b. Can the area be diked?
- c. Can the product be covered?
- d. Can it be diluted?
- e. Can it be transported?
- f. Can foam be applied?
- g. Can cooling water be applied to point of flame impingement?

EXTINGUISHMENT:

- a. Controlled burn?
- b. Proper extinguishing agents available
- c. Extinguish flammable liquid not gas

REVISIONS:

- a. Select best alternatives
- b. Continually review objectives
- c. Revise as necessary

EXPOSURE PROTECTION:

- a. What and where are they?
- b. How can they be protected?
- c. What are the risks?

EVACUATION:

- a. What should be evacuated?
- b. Who will evacuate?
- c. Where will evacuees go?
- d. How will they get there?
- e. Who will care for them?

WATER SUPPLY:

- a. Is sufficient supply available?
- b. Can it be relayed or trucked?
- c. Is a back-up supply needed?

CONTAINMENT AND CONTROL:

- a. Is diking necessary?
- b. Where will vapors travel?
- c. Are they flammable or toxic?
- d. Are they water reactive?
- e. Hazardous to health?
- f. Unstable?
- g. Is protective clothing available?
- h. Equipment available?
- i. Resources available?

DECONTAMINATION:

- a. Is it necessary?
- b. Establish hot, warm, cold zone?
- c. Is wash water available?

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d. Complete mitigation of incident?

S.O.G.'S FOR CLANDESTINE DRUG LABS

- Consult with law enforcement prior to any mitigation attempts

MONITOR FOR (AT LEAST) THE FOLLOWING:

- Lower explosive limits
- Ammonia ppm
- Hydrogen Chloride/Hydrochloric acid Phosgene – in Nazi method
–Phosphine – in cold method –
- Presence of chemicals Presence of hazardous materials (PID monitor)

DEALING WITH ANHYDROUS AMMONIA

- Full turn-out gear and SCBA (even when handling 20# cylinders)
- Remove cylinder(s) from scene (downwind)
- Bleed valve (stand up-wind) with a minimum of turn-outs, SCBA, and Butyl rubber gloves
- Use fog spray to knock down and neutralize anhydrous ammonia- (copious amounts of water – 600 to 1ratio)
- Gross decon (minimum) for level “A” personnel handling chemicals.

400 OCCUPATIONAL SAFETY AND HEALTH

401 PROTECTIVE EQUIPMENT NOTIFICATION AND PROTOCOL

The Grand Rapids Fire Department shall inform the firefighters about special hazards to which they may be exposed.

The Grand Rapids Fire Department must develop and make available for inspection by firefighters written procedures that describe the action that is to be taken in situations involving the special hazards and shall include these procedures in the training and education programs. A special section of this manual refers to special hazards.

Protective Clothing

The Grand Rapids Fire Department shall provide and assure the use of protective clothing for the head, body and extremities consisting of at least the following components:

Foot and leg protection
Hand protection
Body protection
Eye, face and head protection

The requirements in each of these areas are quite detailed, but in general, the provision of a fire helmet, bunker coat, full-length boots or bunker pants and gloves will meet the requirements of the standard.

Respiratory Protection Devices

Approved self-contained breathing apparatus with full face piece or with approved helmet or hood configuration, shall be provided and worn by firefighters when working inside buildings or confined spaces where toxic products of combustion oxygen deficiency may be present. Such apparatus will also be worn during emergency situations involving toxic substances. Each firefighter will be responsible for the care of their own mask.

Self-contained breathing apparatus shall have a minimum service life rating of 30 minutes. The Grand Rapids Fire Department shall assure that the self-contained breathing apparatus ordered or purchased after July 1, 1981 for use by firefighters performing interior structural fire fighting operations are in accordance with OSHA and NFPA standards, of the pressure-demand or other positive-pressure, self-contained breathing apparatus shall be worn by firefighters performing interior structural fire fighting.

SCBA Usage and Responsibilities

1. SCBA and protective hood are to be worn at all times when doing interior structural fire fighting and involving toxic related hazards.
2. Before anyone uses breathing apparatus, they are to be knowledgeable on operation.
3. Breathing apparatus is to be cleaned and put back in operational condition after use.
4. Breathing apparatus shall not be taken off at the fire scene and left in dirt or snow conditions. They shall be properly stored.
5. Any problems with apparatus should be reported. Each unit is numbered on the back plate of the harness.

6. When alarm on unit sounds; do not continue to work. Leave area immediately. No one is to enter a hazardous area alone or remain in alone.; Each must accompany another person. When one runs low on air, he or she shall exit the hazardous area accompanied by another firefighter.
7. Never lose a lifeline to the outside. Hold onto the hose at all times.
8. Air bottles are to be filled to capacity –2216 PSI.
9. When opening air cylinder before use, audible alarm must sound. If not, it may not be used.
10. Anything, which comes between your skin and the contacting rubber of the protective mask, is not allowed as per policy established (OSHA).
11. Each member will be required to have a fit test each year as required by OSHA 1910.134. This will be paid for by the department.

500 MAINTENANCE**501 APPARATUS AND EQUIPMENT**

Each member will be assigned to a piece of fire apparatus for maintenance. This will be on a rotating basis, which is coordinated by the Second Assistant Chief.

Each crew will follow a maintenance schedule when working on apparatus.

Apparatus should be started at least monthly and run until normal engine temperature is reached.

After each run, the crew shall make sure that their assigned equipment is ready to respond. This includes water, fuel, all equipment in place and apparatus are either in park or first gear, depending on the transmission, and parking brake set.

Air packs, P.A.S.S. devices, small engines and ladders will be inspected on a monthly basis. This will be done after the business meeting, which is held the second Tuesday of the month.

One maintenance person supervised by the 2nd Asst. Chief will be in charge of all apparatus, small equipment, building and grounds maintenance.

One maintenance person supervised by the 2nd Asst. Chief will be in charge of janitorial duties of the buildings.

600 EMERGENCY OPERATIONS**601 STANDARD OPERATING GUIDELINES FOR FIRE APPARATUS RESPONSE**

Drivers and/or operators of fire apparatus must have required training and approval of officer(s) before being allowed to operate any fire department apparatus. Each operator must complete an approved emergency vehicle operations driving course; pump operators must complete basic and an equivalent advanced pump operations course before they are eligible to drive pumping apparatus.

The fire department recognizes a zero tolerance for apparatus operations while being impaired. Operators of any fire department apparatus shall not be under the influence of alcohol, illegal drugs, or other prescribed medication that will interfere with the safe operation of a vehicle. Failure to comply with the city's policy on vehicle usage will result in disciplinary action.

Upon returning to quarters, it is the driver/operator's responsibility to ensure that the apparatus is replenished and ready to be put back in-service; this includes signing-off on the Run List Check Sheet for items such as: fuel, water, all fire fighting equipment, and cleanliness of the vehicle. The Run Sheet Check List shall be attached to the Incident Report. Any mechanical issues or physical damage shall be reported immediately to the vehicle maintenance staff and the Fire Chief or person in-charge of the incident.

If a line officer is not present at the fire scene, the senior ranking firefighter of the first arriving apparatus will be in command of the incident.

The driver / operator of any apparatus should know the directions to the scene prior to responding from the fire hall.

The normal apparatus roll-out response shall be as follows:

1. Structure fires outside hydrant areas: #~~114~~21, ~~116~~, #111, #~~115~~ #~~114~~, #~~112~~, ~~Suburban-117~~ w/ air trailer followed by #113.
2. Structure fires inside hydrant areas: #~~114-21~~~~116~~, #119, #~~116~~14, #115, #~~111~~, ~~Suburban-117~~ w/ air trailer.
3. Commercial / Industrial fires: #~~114~~21~~116~~, #~~116~~15, #119, #~~114~~, #~~111~~15, #~~112~~, #~~114~~, ~~Suburban-117~~ w/ air trailer.
4. Grass fires: #~~114~~16 (or #~~115~~)~~115~~, #111, #113, #~~112~~, #~~21~~ #117. If additional personnel are needed, #~~116~~14~~114~~ will respond upon request of an officer.
5. Rescues: #114, #~~115~~16 (or #~~115~~), #~~119~~21, #~~111~~, #113, #~~111~~. For rescue calls requested by mutual aid departments: #~~114-119~~ and #118, other apparatus as requested by Officer in-charge.
6. Car fires inside hydrant areas: #~~114~~21~~116~~ (or #~~115~~), #~~116~~15~~114~~, #~~111~~14, #~~119~~, #113.
7. Car fires outside hydrant areas: #~~114~~21~~116~~ (or #115), #111, #~~114~~, #113.
- ~~8. Aircraft emergencies at the airport: Rescue 2, #114116, #111, #116114, #115, #119, #112, Hazmat 2 w/ air trailer.~~
- ~~9-8.~~ #118 will normally respond to all calls with an officer. In the absence of an officer in #118 or on an apparatus, an officer will respond in ~~Hazmat 2~~ or #117.
- ~~10-9.~~ Mutual Aid calls: Only apparatus as requested by other agencies and #118 (or ~~Hazmat 2~~ or #117 w/ officer). ~~Hazmat-117 2~~ w/ air trailer (if air trailer is requested).

There may be deviations made from this response guideline by the person in-charge of the incident if necessary.

602 STANDARD OPERATING GUIDELINES FOR POSITIONING OF APPARATUS ON FIRE GROUND

Structural Fires – Engineers/Officers shall determine the safest and most effective location to position the apparatus so that all aspects of fire extinguishments can be achieved without endangering personnel and equipment.

Operating IN or NEAR moving traffic – (highways, streets, driveway, etc.).

Engineers/Officers shall determine the positioning of apparatus and other emergency vehicles at a vehicle related incident on any street, road, or highway in a manner that best protects the incident scene and the work area. Such positioning shall afford protection to fire department personnel, ambulance service personnel, law enforcement officials, tow service operators and the motoring public from the hazards of working in or near moving traffic.

602.1

Backing of Fire Department Apparatus:

Because of safety concerns when backing a fire apparatus, and the inability of the driver to view all activities occurring behind the apparatus, the following procedures shall be used while backing any fire apparatus.

- a. The driver shall activate emergency lights prior to and during the backing of any apparatus.
- b. No fire department apparatus shall be backed up for any reason without the help of a safety person ("spotter").
- c. The safety person ("spotter") shall make sure there are no problems or obstructions that could interfere with safe backing of the apparatus.
- d. The safety person ("spotter") shall remain in full view of the driver, through the side mirrors, until the apparatus is positioned in the desired location.
- e. The driver shall immediately stop movement of the apparatus if the safety person ("spotter") is not in visual contact.
- f. Both the driver and safety person ("spotter") shall be responsible for safety and the conditions of all property while backing the apparatus.
- g. If conditions exist that make use of spotters impossible, all drivers, before attempting to back up any fire department vehicle, shall make a circle of safety to see that; no person or persons are directly behind the vehicle or in its intended path of travel; all equipment is secured and that all compartment doors are securely closed; any physical obstructions are moved out of the way. The emergency vehicle driver should also note all potential obstructions in the intended path of travel.
- h. Once the vehicle has been backed into position and parked, the driver shall exit the vehicle and perform a walk-around to check for proper placement and assure that there are no safety or property concerns.
- i. Any accident or property damage involving a department apparatus should be reported immediately to the Fire Chief or Fire Officer in-charge by the driver and "spotter".
- j. In the event of a personal injury or significant property damage accident, department members involved shall immediately notify law enforcement officials and the Fire Chief or Fire Officer in-charge. The involved apparatus should not be moved unless at the request of a law enforcement officer or for the safety of the employees or public.

602.2**S.O.G.'s for Highway Safety Incident Management****I. Overview**

This procedure identifies parking practices for Grand Rapids Fire Department apparatus and vehicles that will provide maximum protection and safety for personnel operating in or near moving vehicle traffic. It also identifies several approaches for individual practices to keep firefighters safe while exposed to the hazardous environment created by moving traffic.

It shall be the policy of the Grand Rapids Fire Department to position apparatus and other emergency vehicles at a vehicle-related incident on any street, road, or highway in a manner that best protects the incident scene and the work area. Such positioning shall afford protection to fire department personnel, law enforcement officers, other emergency service personnel and the motoring public from the hazards of working in or near moving traffic.

II. Safety Benchmarks

All emergency personnel are at a great risk of injury or death while operating in or near moving traffic. There are several specific tactical procedures that the Grand Rapids Fire Department shall take to protect all crewmembers and emergency service personnel at the incident scene including:

1. Never trust approaching traffic.
2. Avoid turning your back to approaching traffic.
3. Establish an initial "block" with the first arriving apparatus.
4. Always wear Class III high visibility reflective vests during operations.
5. Always wear structural firefighting helmet.
6. Wear full protective clothing plus the highway safety vest at all vehicle related emergencies between the hours of dusk and dawn or whenever lighting levels are reduced due to inclement weather conditions.
7. Turn off all sources of vision impairment to approaching motorists at nighttime incidents, including headlights and spotlights.
8. Use fire apparatus and law enforcement vehicles (if possible) to initially redirect the flow of moving traffic.
9. Establish advance warning and adequate transition area traffic control measures upstream of incident to reduce travel speeds of approaching motorists.
10. Use traffic cones and/or illuminated traffic cones where appropriate for sustained highway incident traffic control and direction.
11. Establish a fire department member (as needed) to the "Flagger" function to monitor approaching traffic and activate an emergency signal if the

actions of a motorist do not conform to the established traffic control measures in place at the highway scene.

III. Apparatus and Emergency Vehicle Benchmarks

Listed below are the benchmarks for Safe Parking of **apparatus and emergency vehicles** when operating in or near moving traffic.

1. Always position first-arriving apparatus to protect the scene, patients, and emergency personnel. The goal is to effectively block all exposed sides of the work zone, prioritizing from the most critical or highest traffic volume flow to the least critical traffic direction.
 - a. Initial apparatus placement should provide a work area protected from traffic approaching in at least one direction.
 - b. Angle apparatus on the roadway with a “block to the left” or “block to the right” to create a physical barrier between the crash scene and approaching traffic.
 - c. Allow apparatus placement to slow approaching motorists and redirect them around the scene.
 - d. Use fire apparatus to block at least one additional traffic lane more than already obstructed by the crashed vehicle(s).
 - e. When practical, position apparatus in such a manner to protect the pump operator position from being exposed to approaching traffic.
2. Positioning of larger apparatus must create a safe parking area for EMS units and other emergency vehicles. Operating personnel, equipment and patients should be kept within the “shadow” created by the blocking apparatus at all times.
3. When blocking with apparatus to protect the emergency scene, establish a sufficient size work zone that includes all damaged vehicles, roadway debris, patient triage and treatment areas, extrication work areas, personnel and tool staging areas, and the ambulance loading zone.
4. Crew members in apparatus must exit and enter their units with extreme caution, remaining alert to moving traffic at all times.
5. Protective clothing, Class III safety vest, and helmet must always be donned prior to exiting the vehicle.
6. Traffic cones shall be deployed from the rear of the blocking apparatus toward approaching traffic to increase the advance warning provided for approaching motorists.

7. Personnel should place cones and retrieve cones while facing oncoming traffic. Cones shall be placed at acceptable intervals upstream of the blocking vehicle to allow adequate advance warning to drivers.

IV. Incident Command Benchmarks

The Incident Commander and/or the initial arriving company officer must complete critical benchmarks to assure that a safe and protected work environment for emergency personnel is established and maintained, including;

1. Assure that first-arriving apparatus establishes an initial block to create an initial safe work environment.
2. Assign a parking location for ambulances, as well as later arriving apparatus.
3. Assure that all ambulances on-scene are placed within the protected work area (shadow) of the larger apparatus.
4. Assure that all patient loading into Med Units is done from within the protected work zone.
5. The Incident Commander and/or the initial company officer must operate as the Scene Safety Officer until this assignment has been delegated.
6. Command shall stage unneeded emergency vehicles off the roadway or return these units to service whenever possible.

V. Emergency Crew Personnel Benchmarks

Listed below are benchmarks for safe actions of individual when operating in or near moving vehicle traffic.

1. Always maintain an acute awareness of the high risk of working in or near moving traffic. Response personnel should be aware that motorists who are approaching or have entered the scene may be confused or inattentive; therefore, all responders must be able to react accordingly.
2. Never trust moving traffic from any direction!
3. Always look before you move!
4. Always keep an eye on moving traffic!
5. Avoid turning your back on moving traffic!

6. Always look before opening doors and stepping out of apparatus into any moving traffic areas!
7. Always be alert to the proximity of moving traffic while walking around fire apparatus!

603 STANDARD OPERATING GUIDELINES FOR ACCOUNTABILITY PROGRAM

Each member will be assigned ~~two~~^{three} nametags to be attached to the bottom back of their helmets.

Firefighters will be responsible to report any missing tag or tags to the Safety Officer immediately. Firefighters are responsible for the safe working order of their P.A.S.S. (**Personal Alert Safety System**) device.

Upon responding to any fire call, it is the firefighters responsibility to remove one tag from their helmet and place it on the designated vehicle placard.

Prior to exiting on scene, each firefighter shall remove their lanyard from their P.A.S.S. (**Personal Alert Safety System**) device. The lanyards shall be placed on the ring by the operator. P.A.S.S. devices can only be **deactivated** when in staging.

Upon arriving on scene, the driver of each fire apparatus is responsible to make sure vehicle placards are brought to the staging officer in a responsible period of time.

Initial firefighters may enter the hot zone without going through staging as long as it is obvious that manpower is needed or instructed by an officer.

Responding firefighters after the initial response shall report to staging upon arrival.

Firefighters entering any collapse zone, building or hazardous area are responsible for removing their second tag and handing it to designated personnel at entry points (i.e. officer, fan operator, safety officer) before entry is made.

Once a firefighter leaves any building, collapse zone or hazardous area, they must retrieve their entry tag immediately. Firefighters leaving the hot zone will report immediately to the staging officer.

The driver of ~~2nd Rescue 114~~^{responding engine} will assume the staging officer position at all fire scenes unless directed otherwise. Although Rescue 114 will normally be the staging vehicle and area, staging may be moved upon an officer's request.

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604 MUTUAL AID

The Grand Rapids Fire Department is a member of the Itasca County Fire Chiefs Association and Itasca County Fire Chiefs Mutual Aid Association. This agreement includes all sixteen fire departments in Itasca County. In addition, we provide mutual aid to Hill City and Jacobson fire departments in Aitkin County, and Floodwood Fire Department in St. Louis County.

Mutual Aid agreements may be made by the Grand Rapids City Council with other agencies for emergency services provided by the fire department.

605 RADIO PROCEDURES

Radios are located in all fire apparatus, the fire station, and with each ~~line~~ firefighter. Apparatus radios should be operated by a firefighter other than the driver when responding to a fire call. When speaking into radio, speak clearly and precisely. Do not use to excess. Radio use should pertain to fire department business only.

There are several extra ~~hand held~~ handheld radios located in ~~other~~ apparatuses should a firefighter forget their radio. Radio must be returned to that truck upon completion of the call.

700 COMMUNICATION

701 FIRE DEPARTMENT ACTIVITIES

The Grand Rapids Fire Department is involved throughout the year in various activities that are determined by the membership to coincide with the values of the department. These activities may or may not be pre-scheduled or reoccurrences. Examples of these activities include but are not limited to:

Firefighters Annual Banquet – normally held in the spring of each year. All active and retired firefighters are invited, city council members, law enforcement personnel, EMS personnel and other agencies that the department may work with. Other guests may be invited at the request of the chief. Committee members will review all invitations before they are mailed.

Adult Picnic – normally held in the summer. This picnic is for active fire department personnel and their spouses or guest and retired firefighters.

Appreciation Night – normally held in February. This is limited to active members and their spouse or guest.

Venison Feed – normally held on the first Wednesday of December. All active and retired firefighters are invited, along with city officials, law enforcement, EMS and DNR personnel and others at the discretion of the committee.

Committee chairpersons are encouraged to keep updated information regarding their event in a file folder that can be accessed by department personnel for future use.

702 PARADE UNIT REPRESENTATION

The Grand Rapids Fire Department maintains a parade unit, Engine #1, which was an original engine of the Grand Rapids Fire Department. We also have a refurbished hose pull cart to be used in parades.

The intent of the Grand Rapids Fire Department is to show the evolution of the fire service. For local parades we will use the hose cart, Engine #1 and a new engine.

We have also developed period uniforms to be worn by the parade participants. They include: long underwear shirts and blue pants with suspenders for the hose cart, double-breasted uniform jackets and box type hats for Engine #1, and your current uniform or acceptable fire department apparel for the newer vehicles.

Engine #1 is available for other parades, fire musters, etc. The fire department will pay the standard government rate per mile to anyone who pulls the trailer with their own vehicle to an event. Room and board will be paid for trips that are deemed to be overnight events.

It is the responsibility of all members of the department to help in the maintenance and preparation of the parade units. .

It is important to remember that you represent the Grand Rapids Fire Department and the City of Grand Rapids when involved in these activities. Please act accordingly.

~~Each year a rotating list of firefighters will be assigned to the three (3) area parades: Deer River parade, Grand Rapids parade and Bovey parade.~~

800 FIRE PREVENTION

The Grand Rapids Fire Department shall remain proactive in fire prevention and education measures by providing prompt and courteous service to the citizens of the communities that request our services.

A. Requests for Public Education/Fire Hall Tours:

All requests for public education shall be arranged through the ~~Fire Prevention & Education Officer~~ Chief or Officers. Once arrangements have been made, a Request for Public Education Form shall be posted in the radio room. ~~The Fire Prevention & Education Officer~~ Captains will provide age appropriate teaching materials and any other items needed for public education events. All Grand Rapids Fire Fighters are encouraged to help with Public Education events. Any GRFD member submitting a request for public education may be required to assist ~~Fire Prevention & Education Officer~~ the Captains in the instructing of the group(s).

B. Sparky the Fire Dog:

Sparky the Fire Dog costume is available to use for any Fire Prevention & Education public request. Use of the Sparky the Fire Dog costume requires the user to read and understand the operator's manual. Grand Rapids Fire Department members are encouraged to operate the Sparky the Fire Dog Costume. No children under the age of 16 are permitted to operate the Sparky the Fire Dog Costume.

~~C. Fire Safety House:~~

~~All requests for use of the Fire Safety House will be arranged through the Fire Prevention & Education Officer. Any fees associated with the use of the Fire Safety House are explained in the Fire Safety House Request Form. Other information about the Fire Safety House Request Form can be found on the Grand Rapids Fire Safety House Policy and Request Form.~~

~~D.~~ Requests for Smoke Detectors and CO Alarms:

Any request from the public for information regarding Smoke Alarms and CO Detectors should be arranged through ~~Fire Prevention & Education~~ a Chief Officer. Each Smoke Alarm and/or Co Detector given to the public will be logged in the receipt book maintained by the ~~Fire Prevention & Education Officer~~ Chief Officers.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 2-12-24

AGENDA ITEM: Consider a resolution approving a Use Agreement with ISD 318 related to Yanmar Arena

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

Last summer the City and ISD 318 entered into a State approved Use Agreement for Yanmar Arena. City staff was notified by the State several weeks ago that they needed a change to the use agreement in Article 11 – Lease, Item 4. See attached document.

REQUESTED COUNCIL ACTION:

Make a motion to approve a resolution approving a Use Agreement with ISD 318 related to Yanmar Arena.

ISD Board Member Nuhring introduced the following resolution and moved its adoption:
City Council Member _____ introduced the following resolution, City Council Member _____ seconded the motion and moved its adoption:

RESOLUTION APPROVING IRA CIVIC CENTER LEASE AGREEMENT

THIS LEASE AGREEMENT, by and between the City of Grand Rapids, Minnesota a municipal corporation, hereinafter referred to as the “City”, and Independent School District No. 318, Grand Rapids, Minnesota, hereinafter referred to as the “School”, entered into this ____ day of _____, 2024.

RECITALS

WHEREAS, City owns and operates the IRA Civic Center; and

WHEREAS, School has determined that the IRA Civic Center is a suitable facility for conducting SCHOOL's various academic and athletic programs and ceremonial events; and

WHEREAS, School wishes to lease the IRA Civic Center, on occasion in its entirety and on other occasions specific portions thereof; and

WHEREAS, City and School wish to enter into this Lease Agreement for the purpose of establishing the terms and conditions pursuant to which School shall lease the IRA Civic Center or portions thereof;

NOW THEREFORE, for good and valuable mutual consideration, City and School mutually agree as follows:

ARTICLE I - AGREEMENT TO LEASE

WHEREAS, the City is a Statutory City organized under *Minnesota Statute Chapter 412*, with the authority to provide for the economic development and general welfare of the City, in accordance with statutory authority, including the ability to enter contracts; and Lease Agreement.

WHEREAS, in consideration of and subject to the mutual covenants, conditions and obligations of this Lease Agreement to be kept and performed, including the obligation to lease, City does hereby lease to School the IRA Civic Center solely to the extent specified in this Lease Agreement.

1. In consideration of and subject to the mutual covenants, conditions and obligations of this Lease Agreement to be kept and performed, including the obligation to lease, City does hereby lease to School the IRA Civic Center solely to the extent specified in this Lease Agreement.
2. The City is in the process of remodeling the IRA Civic Center on City-owned real property located at 1401 Third Avenue NW, Grand Rapids, MN 55744 (the “Property”); and
3. Pursuant to 2020 Laws of Minnesota, Chapter 3, Art. 1, Section 21, Subdivision 21, the City was awarded a grant from the State of Minnesota in the amount of \$5 million (the “State Grant”) for the purpose of design, construction, and equipping of capital improvements to the IRA Civic Center, thereon (the “Project”), as set forth in that certain Grant Agreement – Construction Grant for the IRA Civic Center, SPAP-20-0014-P-FY23, dated October 22, 2020 (the “State Grant Agreement”).
4. Under the provisions of *Minnesota Statutes, Sections 471.15 to 471.191*, the City is authorized to remodel the Property as a civic center, and to thereafter expend funds for the operation and maintenance of the civic center and the operation of the Governmental Program (as defined in the State Grant Agreement) as a part of its program of public recreation, and to directly operate such program; and

5. Conditions Precedent. All obligations of the Parties set forth herein are subject to the conditions precedent that the Parties shall have received the following (unless waived in writing by the Parties):
 - a. Resolution of the School authorizing body the terms and conditions of this Agreement;
 - b. Resolution of the Grand Rapids City Council authorizing the approval of the terms and conditions of this Agreement;
 - c. A favorable written opinion of City of Grand Rapids legal counsel that all necessary approvals, including, but not limited to, the Minnesota Department of Department of Management and Budget (“MMB”) have been received by the City to move forward with this Agreement.

6. No Joint Venture. Nothing herein contained shall be construed to place the parties in a relationship of partners or joint ventures and neither party shall have the power to obligate or bind the other in any manner whatsoever.

7. Dispute Resolution. Parties agree to negotiate all disputes between them in good faith for a period of Thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.

8. State Grant Agreement Requirements. In addition to the requirements related to the State Grant and the State Grant Agreement set forth elsewhere in this Agreement, the provisions set forth in this Section are required under the State Grant Agreement.
 - a. The Parties acknowledge and recognize that this Agreement is subject to the terms and conditions of the State Grant Agreement. Accordingly, this Agreement must be approved in writing by the Commissioner of Management and Budget (“Commissioner”), and absent such approval it is null and void and of no force or effect. The Parties agree to cooperate to obtain all necessary approvals and signatures under the State Grant Agreement.
 - b. The Parties acknowledge and recognize that the terms, conditions and provisions of the State Grant Agreement control over any inconsistent provisions in this Agreement.
 - c. The Parties acknowledge that the City is a public body with authority under the Act to own the Civic Center and operate the Governmental Program, as defined in the State Grant Agreement.
 - d. This Agreement may be terminated by the City if there is an Event of Default by the School, or in the event that the City is no longer authorized by law to own the Property or operate the Civic Center.
 - e. This Agreement will automatically and immediately terminate upon a termination of the Governmental Program, as defined in the State Grant Agreement, or change in such Governmental Program that no longer allows the City to continue to own or operate The Civic Center for the Governmental Program. The City will give the School as much notice as possible and, to the extent permitted by law, the Parties shall use good faith efforts to enter into a new agreement with the same or substantially similar terms as this Agreement.
 - f. The School is prohibited from creating or allowing any voluntary lien or encumbrance or any involuntary lien or encumbrance upon the Property, except with the advance written consent of the Commissioner.
 - g. Any changes, alterations, or modifications to this Agreement must be agreed to, in writing, by the Commissioner.

13. Compliance as to Bonds.

- a. Subject to direction from Minnesota Management and Budget, interest on any bonds issued by the State for the Project is intended to be excludable from gross income for federal income tax purposes ("Tax-Exempt Bonds") and if the City or the Commissioner determines, based upon the written notice of nationally recognized bond counsel, that any action under this Agreement creates a significant risk that interest on any Tax-Exempt Bonds will not be excludable from gross income for federal income tax purposes, the Parties shall negotiate in good faith to agree on alternative action to avoid such a result. In no event shall the foregoing agreement require any Party to amend or modify any material term of this Agreement.
- b. The School irrevocably waives any claim for depreciation or investment credit with respect to the Property and shall not deduct any payments to the City provided for in this Agreement as rent.

14. REPORTING AND PROGRAM OVERSIGHT

- a. General Documentation. School shall promptly submit to City, upon written request, any such documentation, information and reports as are needed by City to fulfill its reporting requirements under the Grant Agreement.
 - b. Initial Report. Upon execution of this Lease, School shall provide City with an initial program evaluation report to show, among other things, anticipated revenue and expenses.
 - c. Annual Reporting. On an annual basis, not later than the date necessary for City to fulfill its reporting requirements under Section 2.04 of the Grant Agreement, School shall submit to City the following information (the "Annual Report"):
 - A) A report of major activities at the Property for the current fiscal year of School, and a description of how the major activities meet the elements of the Governmental Program.
 - B) School's annual budget including revenues and expenses for the current fiscal year that show that forecast revenues (from all sources) will be equal to or exceed forecast program expenses.
 - C) School's projected budgets for funding operations of the Property for the next fiscal year that show that forecast revenues (from all sources) will be equal to or greater than forecast program expenses.
15. Assignment. This Agreement may not be assigned by either Party without the written consent of the other Party.
16. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the City and the School and approved in writing by the Commissioner of Minnesota Management and Budget.
17. Records—Availability and Retention. Pursuant to *Minn. Stat. § 16C.05, subd. 5*, the School agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the School and involve transactions relating to this Contract. The School agrees to maintain these records for a period of six years from the date of termination of this Agreement.
18. Events of Default. An Event of Default includes: the failure of either Party to observe or perform its obligations hereunder and the breach or default of this Agreement by either Party.

19. Force Majeure. The Parties shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either Party is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the Party affected by force majeure shall give written notice with explanation to the other Party immediately.
20. Governing Law. This Contract shall be deemed to have been made and accepted in Itasca County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.
21. Data Practices. The Parties acknowledge that this Contract is subject to the requirements of *Minnesota's Government Data Practices Act (Act), Minnesota Statutes, Section 13.01 et seq.* The School agrees to abide by the applicable provisions of the Act, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. The School understands that all of the data created, collected, received, stored, used, maintained or disseminated by the School in performing those functions that the City would perform is subject to the requirements of the Act, and the School must comply with those requirements as if it were a government entity. This does not create a duty on the part of the School to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Contract.
22. No Waiver. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.
23. Severability. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
24. Entire Contract. These terms and conditions constitute the entire Contract between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
25. Recitals. The Recitals set forth above are incorporated into and are made a part of this Amendment.
26. Headings and Captions. Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
27. Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any Party of Parties, and any undischarged obligations of City and the School arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
28. Execution. This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.
29. School's Right of Possession and Use: School shall have the right to possess and use the IRA Civic Center for the purposes, to the extent and at the times set forth in Exhibit A attached hereto and incorporated

herein by reference. School's right to possess and use the IRA Civic Center shall be intermittent and confined to those portions of the IRA Civic Center specifically identified in Exhibit A or necessary to carry out School's intended uses as identified in Exhibit A. City and its licensees shall have the right to enter upon and use the IRA Civic Center at all times not inconsistent with Exhibit A. School shall at all times comply with all statutes, ordinances, codes and regulations of any governmental authority concerning the use of the premises. School shall not permit any hazardous or dangerous activity to be conducted at the IRA Civic Center or any activity which will increase insurance risks for premiums on the premises.

30. Schedule of Use: School shall submit to City annually before April 1 a schedule of all proposed ice uses for the following year, which schedule shall be subject to City's approval. School's ice uses shall be given priority scheduling by the City.

31. Supervision, Crowd Control:

- a. Safety: City shall be responsible to summon appropriate medical personnel in the event any such persons require medical attention.
- b. Crowd Control: School shall monitor and oversee spectator activity for the purpose of maintaining orderly behavior and compliance with any policies for the use of the IRA Civic Center which may be promulgated by City from time-to-time. City shall provide City Police Officer services at the request of School during boys' high school hockey games and tournaments. Reimbursement to City of said Police Officer services is deemed included in the rental amount set forth in Paragraph 2.1 hereof. City Police Officers are present for the purpose of maintaining order and security for the safety of persons in attendance by enforcing all applicable ordinances and statutes and arresting persons suspected of violation of law.

32. Parking Lot: School, its participants, staff and spectators shall have the right to use the IRA Civic Center parking lot in conjunction with School's activities and events at the IRA Civic Center, subject to parking lot utilization policies which may be promulgated by City from time-to-time. Said use shall be in common with other invitees of City who may be using the IRA Civic Center.

33. Concessions: City retains the exclusive right to operate all concessions at the IRA Civic Center, either through representatives of City or City's assignees. This Lease Agreement does not confer upon School the right to operate concessions at the IRA Civic Center.

ARTICLE II – LEASE

1. Lease: School shall pay to City monthly lease payments, including annual three percent increase for the period of July 2022 through July 2026, in accordance with the following table:

Period	
July 1, 2022 through June 30, 2023	\$177,186.78
July 1, 2023 through June 30, 2024	\$182,502.38
July 1, 2024 through June 30, 2025	\$187,977.45
July 1, 2025 through June 30, 2026	\$193,616.78
July 1, 2026 through June 30, 2027	\$199,425.28

In addition, any increase or alteration in use by School during 2022 – 2023 or subsequent years shall subject the payment amount to further review and renegotiation by the parties, provided that in no event

shall the rents be decreased to less than the above amount or that stated in Section 2.1 together with the aforementioned annual three percent increases.

If hockey season is cancelled or altered due to a pandemic, the monthly lease rates shall be reduced by thirty-seven percent for any months 'In Pause' from November 1st through March 30th.

- 2. Usage: School may use the premises only for the purposes described in this Agreement and shall not sublet or otherwise rent the ice to the public or any other outside group.
- 3. Lease Renegotiations: Lease renegotiations due to the increase or alteration in use by School shall be conducted in accord with this Section. For the 2027-2028 lease period, the parties shall conduct any renegotiations during the month of March, 2027. If the parties are unable to reach agreement after any such renegotiation, then this agreement shall terminate as of June 30, 2027.
- 4. Within thirty (30) days of the end of each 12 month period in the Lease term, starting on the Effective Date of the Lease (each such 12 month period shall be referred to herein as "Lease Year"), City agrees to provide the Commissioner of the Department of Management and Budget, his or her successor or assigns, a reconciliation of all rent received under all use agreements for the Property and the operating and maintenance expenses for the Property for the then just-completed Lease Year ("Reconciliation Statement"). If for any Lease Year the rent collected for Facility for the prior Lease Year exceeds the operating and maintenance expenses for the Facility for such prior Lease Year, based upon the City's Reconciliation Statement, then City shall immediately refund to School any overpayment. School shall provide evidence of such refund to the Commissioner of the Department of Management and Budget, his or her successor or assigns, within 30 days of the end of such Lease Year.

ARTICLE III – MAINTENANCE, REPAIR

- 1. Maintenance, Repair: City shall at all times during the term of this Lease Agreement, at City's own cost and expense, repair and maintain the IRA Civic Center, any improvements or alterations thereto, all fixtures and equipment therein, and the exterior of the building and the parking lot, except as otherwise provided in this Article.
- 2. Damages: School shall reimburse City for the reasonable cost to repair and restore the IRA Civic Center in the event of damage to the premises caused by negligence on the part of participants, coaches or other staff, or spectators who are in or upon the IRA Civic Center in conjunction with any of School's activities or events.
- 3. Clean up: Although City retains ultimate responsibility for maintenance, School shall perform routine clean up after its use of the premises, including proper storage of all equipment, pick up and proper disposal of litter.
- 4. Alterations, Improvements: School shall not make alterations or improvements to the premises without the advance written consent of City.

ARTICLE IV -UTILITIES

1. City shall furnish such heat, air conditioning, water, sewer, electricity and garbage collection as shall be necessary, in City's judgment for the comfortable use and occupancy of the premises under normal conditions.
2. School shall conserve heat, water, and electricity, and shall not neglect or misuse, water fixtures, electric lights, or other equipment or facilities furnished in conjunction with City's provision of utilities pursuant to this Article.

ARTICLE V - TERM

1. The term of this Lease Agreement shall be from July 1, 2022 through June 30, 2027, except that this Lease Agreement may terminate pursuant to the terms and conditions contained in this Agreement.
2. Notwithstanding anything to the contrary contained herein, City is not required to renew this Lease with School, and may at that time, in its sole option and discretion (i) decide to self-operate the Governmental Program in the Property, (ii) contract with some other entity to operate the Governmental Program in the Property, or (iii) determine that the Property is no longer needed or useful for the operation of the Governmental Program and sell its interest in the Property.

ARTICLE VI - DEFAULTS

1. On the occurrence of either of the following: (a) a lease payment from the School to the City shall remain unpaid in whole or in part for more than thirty (30) days after it is due and payable; or (b) the School's violation or default in any of covenants, agreements, stipulations or conditions herein, and such violation or default shall continue for a period of thirty (30) days after written notice from the City of such violation or default; then it shall be optional for the City to declare this Lease Agreement forfeited and the terms, including School's right of use and possession of the IRA Civic Center, ended.
2. City shall not be deemed to be in default under this Lease Agreement until the School has given the City written notice specifying the nature of the default, and the City does not cure such default within thirty (30) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of such character as to reasonably require more than thirty (30) days to cure.

ARTICLE VII - ASSIGNMENT, SUBLETTING

1. School shall not assign any rights or duties under this Lease Agreement or sublet the leased premises, or any part thereof, nor allow any other person to occupy or use the leased premises without the prior written consent of City, which consent shall not unreasonably be withheld. A consent to one assignment, sublease or other occupation or use by any other person or entity shall not be a consent to any subsequent assignment, sublease, occupation or use by persons other than School. This Lease Agreement shall not be assignable, as to the interest of School, by operation of law, without the written consent of City. If City does give consent to assignment, subletting or occupation by another, such consent shall not release School from its obligations hereunder unless a release is specifically given by City.

ARTICLE VIII - CITY'S ACCESS

1. City, its agents and employees shall have the right to enter the leased premises upon reasonable advance notice for the purpose of inspecting, repairing, altering or improving the leased premises, or for any other purpose not inconsistent with Exhibit A. There shall be no diminution of rent and no liability on the part of City by reason of any inconvenience, annoyance or injury caused by City's reasonable exercise of the rights reserved by City in this Article.

ARTICLE IX - FIRE AND OTHER CASUALTY

1. If during the term of this Lease Agreement the leased premises or any portion thereof shall be damaged or destroyed by fire or other casualty so that the said leased premises or a portion thereof shall thereby be rendered unfit for use or occupation, City shall have the option to either (a) repair such damage with all reasonable diligence and restore the premises to substantially the condition immediately prior to such event, and until said premises shall have been duly repaired and restored, the rent herein reserved, or a just and proportionate part thereof, according to the nature and extent of the injury which has been sustained, shall be abated, or (b) City may terminate this lease and end the term thereof, and in case of such termination, the rent shall be paid to the date of such fire or casualty and all other further obligations on the part of either party hereto shall cease.

ARTICLE X - HOLDING OVER

1. Any holding over by School of the leased premises after the expiration or termination of the term of this Lease Agreement without consent of City shall constitute a default by School hereunder and School shall be liable and responsible for all damages and costs sustained by City thereby. Said holding over shall constitute School to be a tenant from month-to-month, subject to all the conditions, provisions and obligations of this Lease Agreement and so far as the same can be applicable to a month-to-month tenancy.

ARTICLE XI - INDEMNIFICATION, INSURANCE

1. Indemnity: School shall protect, defend, hold harmless and indemnify City against any and all claims, actions, losses, costs, expenses and liabilities, including reasonable attorney's fees for defence, arising out of or in any way related to School's use of the premises or any of School's activities or events, save when said claim, action, loss, cost, expense or liability is proximately caused solely and exclusively by the negligence or breach of this Lease Agreement by City. In case of any action or proceeding brought against City by reason of a claim covered by this Agreement, upon notice from City, School covenants to defend such action or proceeding by counsel reasonable satisfactory to City.
2. Insurance: School shall maintain through the term of this Lease Agreement a policy of comprehensive general liability insurance with limits of at least \$1,000,000 per person, \$1,000,000 per occurrence, or City's statutory limits of liability pursuant to Minnesota Statutes, whichever is greater. As to each such policy City shall be named as an additional insured. Said policy of insurance shall be evidenced by a certificate of insurance which shall be placed on file with City by School prior to commencement of occupancy of the premises by School. Each such policy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving City thirty (30) days advance written notice of such change. The policy shall also contain a contractual liability

endorsement evidencing insurance coverage for School's indemnification obligation to City under this Lease Agreement.

3. **Liability to School:** City shall not be liable to School or to any employee, student or invitee of School for any claim or cause of action arising out of death, injury, damage to property occurring in, on or about the leased premises except for damages attributable exclusively to the negligence or breach of this Lease Agreement by City, its employees or agents, by a court of competent jurisdiction.
4. **Liability Limits Not Waived:** Nothing in this Article XI shall cause either City or School to be subject to liability in excess of any statutory limits of liability applicable to City or School.

ARTICLE XII - MISCELLANEOUS

1. **Notices:** All notices herein provided for shall be sent by registered mail, postage prepaid, return receipt requested, and shall be deemed to have been given when sent, and if by School to City shall be addressed to City at the place herein provided for the payment of rent, and if given by City to School shall be addressed to: Superintendent, Independent School District 318, Administration Building, 820 NW 1st Avenue, Grand Rapids, MN 55744.
2. **Waiver, Modification:** No waiver of any condition, covenant, right or option of this Lease by City shall be deemed to imply or constitute a further waiver of any like condition or covenant of said Lease Agreement. No amendment or modification of this Lease Agreement shall be valid or binding unless expressed in writing and executed by duly authorized representatives of the parties in the same manner as the execution of this Lease.
3. **Representations:** Neither City nor any agent or employee of City has made any representations or promises with respect to the leased premises or the IRA Civic Center except as herein expressly set forth, and no rights, privileges, easements or licenses are required by School except as herein expressly set forth.
4. **Cumulative Rights:** No right or remedy herein conferred on and reserved to the School or the City is intended to be exclusive of any other right or remedy hereof provided by law, but each shall be cumulative in addition to every other right or remedy given herein or not or hereafter existing by law or in equity or by statute.
5. **Approvals:** Wherever the City's or the School's approval or consent shall be required herein, such approval or consent shall not be arbitrarily or unreasonably conditioned, delayed, or withheld and shall be deemed to have been given, unless within twenty (20) days of the request therefor, the City or the School, as appropriate, notifies the requesting party that the City or the School, as appropriate, is denying such approval or consent, stating in such notice that reasonable grounds therefor.
6. **Successors, Assigns:** This Lease Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. However, nothing in this paragraph shall be deemed to avoid the necessity of School obtaining written consent from City to assign or sublet this Lease Agreement.
7. **No Partnership:** Nothing contained in this Lease Agreement shall be deemed or construed to create a partnership or joint venture of or between City and School or to create any other relationship between the parties hereto other than that of City and School.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY: CITY OF GRAND RAPIDS

BY: _____
Its Mayor

BY: _____
Its City Clerk

Date: _____

SCHOOL:

BY: Mark V. Schrecc

Its School Board Chair

BY: [Signature]

Its Superintendent

Date: 1/22/24



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 2-12-24

AGENDA ITEM: Consider Change Order 23 with TNT related to the Civic Center Project.

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

Attached is Consider Change Order 23 with TNT related to the Civic Center Project. It is related to bringing existing doors into code compliance.

There are sufficient project funds to cover this expense.

REQUESTED COUNCIL ACTION:

Make a motion to approve Change Order 23 with TNT related to the Civic Center Project.



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

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

DRAFT

Contract Change Order #023: CE #106 - PR 67 Existing Mechanical 202 Door Hardware

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:	1/25/2024	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:	02/06/2024	REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:	PR 67 code required existing door hardware change	CHANGE REASON:	Inspector/Code Required
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$6,140.00

DESCRIPTION:
 CE #106 - PR 67 Existing Mechanical 202 Door Hardware
 See the attached PR. Provide a Quote with a detailed cost breakdown.

ATTACHMENTS:
[RFP 67 TNT.pdf](#), [7203 IRA Civic Center RFP#67.doc](#), [17073.3 - RFP 67 - Existing Mech 202 Door Hardware.pdf](#)

CHANGE ORDER LINE ITEMS:
CCO #023

#	Cost Code	Description	Type	Amount
1	5--5.03 - Work Scope 03		Other	\$ 6,140.00
Subtotal:				\$6,140.00
Grand Total:				\$6,140.00

The original (Contract Sum)	\$ 2,370,100.00
Net change by previously authorized Change Orders	\$ 473,190.36
The contract sum prior to this Change Order was	\$ 2,843,290.36
The contract sum would be changed by this Change Order in the amount of	\$ 6,140.00
The new contract sum including this Change Order will be	\$ 2,849,430.36
The contract time will not be changed by this Change Order by 0 days	



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

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

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

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

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE 180



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: 1-8-24
- Proposal submitted to: ICS
- Project name: IRA Civic Center Bid Pack 2
- Project Location: Grand Rapids MN
- Description of work: RFP 67
- Date of drawings: N/A
- Addendums

Proposal Includes Pricing RFP 67

Northern door	4,200.00
TNT O&P	420.00
TNT Labor 16@95	1520.00

We propose hereby to furnish equipment, material, and labor for the sum of:
Three Thousand Five Hundred Three Dollars 00/100 (Bid Total:\$ 6,140.00)

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: _____



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 2-12-24

AGENDA ITEM: Consider approving Memorandum of Understandings (MOU) with the Patrol and Sergeant Unions

PREPARED BY: Tom Pagel, City Administrators

BACKGROUND:

Attached are MOUs with the Patrol and Sergeant Unions related to modifications on years of service benefits. Generally, these MOU's will reduce pay rates from 10, 15, and 20 years of service to 6, 7, and 8 years of service. This will be identical to Itasca County's pay scales for years of service. In addition, the MOU for the Patrol Union will grant 1:1 years of service credit to new employees who worked at a different agency.

With this adjustment to sergeants, it is necessary to increase Captain Jeremy Nelson's wage to \$101,933.97 to eliminate wage compression.

REQUESTED COUNCIL ACTION:

Make a motion to approve MOU's with the Patrol and Sergeant Unions with edits by Susan Hanson, Labor Attorney, if necessary and increase Jeremy Nelson's salary to \$101,933.97 effective the first full pay period after council approval.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the City of Grand Rapids (hereafter “City”) and Law Enforcement Labor Services, Inc. (Local No. 239) (hereafter “Union”).

WHEREAS, the City and the Union are parties to a collective bargaining agreement (“CBA”) in effect January 1, 2023 until December 31, 2025; and

WHEREAS, the City values its existing police officers; and

WHEREAS, the City has experienced unique attraction challenges in the Patrol Officer classification given a limited applicant pool; and

WHEREAS, the City has two open positions and potentially four; and

NOW THEREFORE, the parties agree as follows:

1. Effective the first pay period after the full execution of this Memorandum of Understanding, Article 11, Section 11.5 “Length of Service Credit for New Employees” of the CBA will be modified as follows:

Section 11.5. Length of Service Credit for New Employees.

Patrol Officers of the City shall receive length of service credit for previous full-time experience in law enforcement, corrections and mental health profession at a one-year to one-year basis up to a maximum of 8 years. The Employee will also receive year for year credit, up to a maximum of eight years, for placement in the Flexible Time Off table and will continue to move through the table year as if they had been with the City.

The Length of Service Credit will continue to apply as an Employee moves through the wage steps; longevity pay will be based on the number of years with the City of Grand Rapids.

2. Effective the first pay period after the full execution of this Memorandum of Understanding, Article 11, Section 11.1 “Police Union Wage Schedule 2023-2025” of the CBA for years 2024 and 2025 will be deleted and the following shall be added:

POLICE OFFICERS									
RATES OF PAY									
CONTRACT 2023-2025									
	Cola	First Year	Start of 2nd Year	Start of 3rd Year	Start of 4th Year	Start of 5th Year	Start of 6th Year	Start of 7th Year	Start of 8th Year
Effective 1/1/2024	2.75%						2.75%	2.75%	2.75%
Officer		\$ 30.72	\$ 31.48	\$ 32.19	\$ 32.81	\$ 34.02	\$ 34.96	\$ 35.92	\$ 36.91
School Resource Officer****		31.97	32.73	33.44	34.06	35.27	36.21	37.17	38.16
Investigator****		32.87	33.69	34.44	35.11	36.41	\$ 37.42	\$ 38.45	\$ 39.50
Effective 1/1/2025	3%						3.00%	3.00%	3.00%
Officer		\$ 32.34	\$ 33.13	\$ 33.86	\$ 34.50	\$ 35.74	\$ 36.82	\$ 37.92	\$ 39.06
School Resource Officer****		33.59	34.38	35.11	35.75	36.99	38.07	39.17	40.31
Investigator****		34.60	35.45	36.23	36.91	38.25	\$ 39.39	\$ 40.57	\$ 41.79

***The base rate of pay for officers assigned by the Chief as School Resource Officer shall be one dollar (\$1.25) above the wage schedule for Police Officer.

****The base rate of pay for officers assigned by the Chief as Investigator shall be equal to a wage of 7% above the highest base wage schedule (non-longevity schedule) for Police Officer.

3. This Memorandum of Understanding shall be applied prospectively only. No employee shall be eligible for back wages, retroactive pay, or retroactive accrual of Flexible Time Off or other benefits except as provided herein.

4. This Memorandum of Understanding represents the full and complete agreement between the parties regarding this matter. This Memorandum of Understanding supersedes any discrepancies between the earlier agreed upon Memorandum of Understandings.

FOR THE CITY OF GRAND RAPIDS

FOR LELS, LOCAL NO. 239

_____ Name

_____ Name

_____ Date

_____ Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the City of Grand Rapids (hereafter “City”) and Law Enforcement Labor Services, Inc. (Local No. 345) (hereafter “Union”).

WHEREAS, the City and the Union are parties to a collective bargaining agreement (“CBA”) in effect January 1, 2023 until December 31, 2025; and

WHEREAS, the City values its existing police officers; and

WHEREAS, the City has experienced unique attraction challenges in the Patrol Officer classification given a limited applicant pool; and

WHEREAS, the City has two open positions and potentially four; and

NOW THEREFORE, the parties agree as follows:

1. Effective the first pay period after the full execution of this Memorandum of Understanding, Article 11, Section 11.1 “Wage Schedule 2023-2025” of the CBA for years 2024 and 2025 will be deleted and the following added:

POLICE SERGEANTS						
ARTICLE 11 - RATES OF PAY						
CONTRACT 2023-2025						
	COLA	6 MONTHS PROBATION	AFTER PROBATION	6 YEARS	7 YEARS	8 YEARS
Effective 1/1/2024	2.75%			2.75%	2.75%	2.75%
		36.52		37.53	38.56	39.62
			38.36	39.41	40.50	41.61
Effective 1/1/2025	3.00%			3.00%	3.00%	3.00%
		37.62		38.75	39.91	41.11
			39.51	40.69	41.91	43.17

3. This Memorandum of Understanding shall be applied prospectively only. No employee shall be eligible for back wages, retroactive pay, or other benefits, except as provided herein.

4. This Memorandum of Understanding represents the full and complete agreement between the parties regarding this matter. This Memorandum of Understanding supersedes any discrepancies

between the earlier agreed upon Memorandum of Understandings.

FOR THE CITY OF GRAND RAPIDS

FOR LELS, LOCAL NO. 345

Name

Name

Date

Date



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 12, 2024

AGENDA ITEM: Consider accepting the low quote from Ewen Stone Works for stonework at Yanmar Arena.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

At the January 22nd City Council meeting, staff were authorized to seek quotes to complete stonework in the main lobby at Yanmar Arena. I reached out to three local contractors and received the following quotes (one contractor declined):

- Ewen Stone Works \$13,450.00
- Al's Restoration \$13,899.00

The quotes are attached for your review.

REQUESTED COUNCIL ACTION:

Make a motion accepting the low quote from Ewen Stone Works to complete stonework at Yanmar Arena.

ESTIMATE

Item 28.

Ewen Stone Works, LLC.

32505 Lakeview Trail
Grand Rapids, MN 55744
(218) 259-5103
turboewen@gmail.com

Name IRA Civic center
Address q/o Dale Anderson
Phone _____
Email _____ 1-31-24

ITEM	QTY	PRICE	TOTAL
- lay real thin veneer	1		\$ 13,450
Hudson ledge stone on			
all Area's on print			
- lay real thin veneer			
on 3 columns			
- Includes All material & labor			
			<u>\$ 13,450</u>



30 YEARS EXPERIENCE

2/6/2024

TO: CITY OF GRAND RAPIDS

SCOPE OF WORK: IRA CIVIC CENTER STONE INSTALLATION

INSTALL FOND DU LAC NATURAL STONE, HUDSON LEDGESTONE IN LOWER LOBBY
IN 4 AREAS AND 3 COLUMNS AS SHOWN ON PRINTS.

GENERAL CONTRACTOR TO INSTALL 5/8 BACKER BOARD FOR INSTALLATION OF
STONE.

INSTALL INDIANA LIMESTONE SILLSTONE ON TOP OF STONE BY DOOR TO ICE
ARENA.

PRICE INCLUDES LABOR, MATERIALS AND SHIPPING.

TOTAL: \$13,899.00

ALAN LAUER
AL'S RESTORATION LLC
26915 REILLY BEACH ROAD
BOVEY MN 55709

PROPOSAL

Item 28.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 12, 2024

AGENDA ITEM: Consider adopting a resolution approving the rental fees for meeting rooms at Yanmar Arena.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

Staff is recommending the following rental fees for use of the meeting rooms / conference space at Yanmar Arena:

- Entire Meeting Room
 - \$250 for half day
 - \$450 for full day
- East or West Meeting Room
 - \$150 for half day
 - \$250 for full day
- Entire Upper Lobby for a banquet
 - \$1,000 plus \$9/table and \$1/chair
- Visiting Team Meals
 - \$150 if bringing food in
 - \$50 if being catered by a business in Grand Rapids

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution approving the rental fees for meeting rooms at Yanmar Arena.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 2-12-24

AGENDA ITEM: Consider a resolution approving a gambling application for Turn in Poachers.

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

Turn in Poachers is having a banquet in March. They would like a charitable gambling permit. To receive a permit from the State the City needs to pass the attached resolution.

REQUESTED COUNCIL ACTION:

Make a motion to approve a resolution approving a gambling application for Turn in Poachers.

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 24-

RESOLUTION APPROVING TURN IN POACHERS PREMISES PERMIT

WHEREAS, the Turn In Poachers organization has presented the City Council of Grand Rapids a LG220 Premises Permit application to conduct gambling at Timberlake Lodge Hotel, 144 Southeast 17th Street, Grand Rapids, Minnesota; and

WHEREAS, the Gambling Control board may not issue a Premises Permit without City Council approval.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Grand Rapids approves the LG220 Premises Permit Application for Turn in Poachers to conduct gambling at the Timberlake Lodge Hotel, 144 SE 17th Street, Grand Rapids, Minnesota.

Adopted by the Council this 12th day of February 2024.

Tasha Connelly, Mayor

ATTEST:

Kimberly Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 12, 2024

AGENDA ITEM: Consider adopting a resolution approving transfer from the Capital Project Fund-2022 Infrastructure/ARPA and Capital Project Fund-Permanent Improvement Revolving Fund to the Capital Project Fund-General Capital Improvement Fund.

PREPARED BY: Barb Baird

BACKGROUND:

When the City received the Federal ARPA funds \$300,000 of the proceeds was allocated to the Autonomous Vehicle/ May Mobility Project. We need to transfer \$217,651 to cover expenses through 2023.

On January 25, 2021, the City approved the funding sources for the Hwy 2 Lighting Project that included funding from the Permanent Improvement Revolving fund. This project is complete and needs funding in the amount of \$7,889 to close it out.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution approving transfer from the Capital Project Fund-2022 Infrastructure/ARPA to the Capital Project Fund-General Capital Improvement in the amount of \$217,651 and transfer from Capital Project Fund-Permanent Improvement Revolving Fund to the Capital Project Fund-General Capital Improvement Fund in the amount of \$7,889 as of December 31, 2023.

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

RESOLUTION NO. 24-

A RESOLUTION AUTHORIZING AN OPERATING TRANSFER FROM THE CAPITAL PROJECT FUND- 2022 INFRASTRUCTURE/ARPA FUND TO THE CAPITAL PROJECT FUND-GENERAL CAPITAL IMPROVEMENT FUND IN THE AMOUNT OF \$217,651 AND AN OPERATING TRANSFER FROM THE CAPITAL PROJECT FUND- PERMANENT IMPROVEMENT REVOLVING FUND TO THE CAPITAL PROJECT FUND- GENERAL CAPITAL IMPROVEMENT FUND IN THE AMOUNT OF \$7,889 AS OF DECEMBER 31, 2023

WHEREAS, on January 25, 2021, the City approved the funding sources for the Hwy 2 Lighting Project, and

WHEREAS, with the Autonomous Vehicle Project the City approved ARPA funds in the amount of \$300,000, and

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes the operating transfers as of December 31, 2023:

- \$217,651 from the Capital Project Fund-2022 Infrastructure/ARPA Fund to the Capital Project Fund-General Capital Improvement Fund, and
- \$ 7,889 from the Capital Project Fund-Permanent Improvement Revolving Fund to the Capital Project Fund-General Capital Improvement Fund

Adopted this 12th day of February 2024.

Tasha Connelly, 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 12, 2024

AGENDA ITEM: Consider accepting the resignation from Matthew O'Rourke from his position as Patrol Sergeant with the GRPD; Authorize Human Resources to post, interview and hire for the open position of Patrol Sergeant and upcoming Police Officer position.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

Matthew O'Rourke is resigning from his position as Patrol Sergeant with the City of Grand Rapids Police Department. His last day of employment will be March 16, 2024. Matt was hired on June 1, 2010. He's worked 13 plus years for the Police Department, most recently filling the role of Patrol Sergeant. In his resignation letter, he stated he was grateful for the support and encouragement provided by Captain Ott, Captain Nelson, and Chief Morgan. He's done an outstanding job working for the GRPD and we wish him all the best.

Due to this resignation, GRPD has an open full-time Patrol Sergeant position. We are requesting authorization for Human Resources to begin the process of posting, interviewing, and hiring for the open position of Patrol Sergeant.

Filling the Patrol Sergeant position will result in a promotion for one of our current Police Officers. As a result, we also request authorization for Human Resources to use the applications received from our current open Patrol Officer position, to fill the upcoming Patrol Officer vacancy, and begin interviewing and hiring for the upcoming Patrol Officer vacancy.

REQUESTED COUNCIL ACTION:

Make a motion to (1) accept the resignation from Matthew O'Rourke from his position as Patrol Sergeant with the Grand Rapids Police Department effective March 16, 2024; (2) authorize Human Resources to begin the process of posting, interviewing, and hiring for the open position of Patrol Sergeant; and (3) authorize Human Resources to use the applications received from our current open Patrol Officer position, to fill the upcoming Patrol Officer vacancy, and begin interviewing and hiring for the upcoming Patrol Officer vacancy.



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

GRAND RAPIDS POLICE DEPARTMENT

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

Dear Capt. Ott,

I am writing to inform you I am resigning from my position as a Patrol Sergeant with the City of Grand Rapids Police Department. My last day will be March 16th, 2024.

I want to take this opportunity to thank you and Chief Morgan for promoting me to sergeant over 2 years ago. It was a goal/ dream of mine to become a sergeant, and this could not have happened without you and Chief Morgan having trust and faith in me. I am grateful for the support and encouragement provided by you, Chief Morgan, and Capt. Nelson throughout my 13 plus years of employment with the City of Grand Rapids. I would also like to thank everyone in the Grand Rapids Police Department for their support over the years. I can honestly and truly say that it was a pleasure to work with everyone on the team.

My new job will keep me in the Grand Rapids area. Please let me know if there is anything I can do to ensure a smooth transition for my replacement. I am happy to assist in any way I can, and look forward to working with the Grand Rapids Police Department and its members in the future.

Thank you again for everything.

Sincerely,

 1/22/24

Matthew O'Rourke