



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

CITY COUNCIL MEETING AGENDA
Monday, February 26, 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 26, 2024 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

1. Conduct Oath of Office for City Councilor Rick Blake.

CALL OF ROLL:

POSITIVE HAPPENINGS IN THE CITY:

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

2. Approve Council minutes for Monday, February 12, 2024 Worksession and Regular meetings.

VERIFIED CLAIMS:

3. Approve the verified claims for the period February 6, 2024 to February 20, 2024 in the amount of \$1,550,174.43.

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

4. Review and acknowledge minutes for the following Boards & Commissions:
 - ~ December 27, 2024 Human Rights meeting
 - ~ January 16, 2024 Golf Board meeting
 - ~ January 10, 2024 Library Board meeting
 - ~ January 11, 2024 GREDA meeting

CONSENT AGENDA:

5. Consider approving the General Liability insurance coverage through the League of Minnesota Cities Insurance Trust.
6. Consider the sale of Pokegama Golf Carts
7. Consider approving the plans and specifications and ordering the advertisement for bids for CP 2010-1, 3rd Avenue/7th Street NE Project.

- [8.](#) Consider signing Club Prophet point of sale upgrade agreement
- [9.](#) Consider allowing the Police Department to sell a Glock 22 to a licensed dealer.
- [10.](#) Consider a lease with Tom Beaudry for the Pro Shop at Pokegama Golf Course
- [11.](#) Consider Golf Course job description and title change and authorize Human Resources to post, interview and hire for the open position.
- [12.](#) Consider Amendment 3 with ICS related to the Civic Center Project
- [13.](#) Consider adopting resolution of support for MACTA efforts to modernize public, education and Government Programming/Public Access Funding.
- [14.](#) Consider authorizing Grand Rapids Police Department to apply for the 2024 COPS Grant.
- [15.](#) Consider donating the Minolta RP 605Z Microfilm reader to the Itasca County Historical Society.
- [16.](#) Consider accepting a quote from Arena Warehouse for fiberglass facing for the dasher boards at Miner's Pavilion.
- [17.](#) Consider approving revised Grand Rapids Fire Department Organizational and Operating Policies and Procedures with an effective date of January 1, 2024
- [18.](#) Consider donating twenty-five (25) abandoned bikes to Boys and Girls Club of Grand Rapids and Greenway
- [19.](#) Consider approving final payment in the amount of \$4,260.00 for access control improvements
- [20.](#) Consider approving change orders for Yanmar Arena Project
- [21.](#) Consider approving appointment of Becky LaPlant, Election Judge

SET REGULAR AGENDA:

ADMINISTRATION:

- [22.](#) Consider the creation of a Climate Action Work Plan Committee
- [23.](#) Consider accepting the resignation from Greg Lease from his position as Patrol Officer with the GRPD; Authorize Human Resources to post, interview and hire for the open position of Police Officer.

CIVIC CENTER & PARKS:

COMMUNITY DEVELOPMENT:

- [24.](#) Consider adopting a resolution approving a Right of Entry Agreement with SE 7th Ave. Distribution LLC related to the L&M Distribution Center Project

COUNCIL:

25. Consider appointments to Boards & Commissions

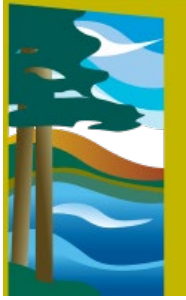
ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR MARCH 11, 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



CITY OF
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CITY COUNCIL WORKSESSION MINUTES
Monday, February 12, 2024
4:30 PM

Mayor Connelly called the Worksession to order at 4:30 PM.

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

STAFF: Barb Baird, Chad Sterle, Andy Morgan, Kevin Ott, Jeremy Nelson, Jeff Carlson, Chery Pierzina, Bob Cahill, Heath Smith, Mikki Norris, Tom Beaudry

BUSINESS:

1. Discuss Federal COP Grant.

Police Chief Andy Morgan provided background information relative to the Federal COP Grant. Specifically noted:

- ~ Purpose behind review
- ~ Organizational Chart
- ~ Overtime Budget Review
- ~ Staffing Level History
- ~ External Comparison
- ~ Funding Options

REVIEW OF REGULAR AGENDA:

Upon review, item #24 is pulled from the agenda to be brought back at a later date. No other changes or additions are noted.

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

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF
GRAND RAPIDS
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CITY COUNCIL MEETING MINUTES
Monday, February 12, 2024
5:00 PM

Mayor Connelly called the meeting to order at 5:15 PM.

Mayor Connelly announced that on February 2, 2024, the City Council appointed Rick Blake to fill a vacant Council seat, completing term through December 31, 2024.

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

STAFF: Andy Morgan, Kevin Ott, Mikki Norris, Barb Baird, Chad Sterle

CITY COUNCIL:

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

Motion made by Councilor Adams, Second by Councilor MacGregor to designate Councilor Sutherland as Mayor Pro-Tem for the 2024 calendar year. Voting Yea: Mayor Connelly, Councilor Adams, Councilor MacGregor, Councilor Sutherland

2. Appoint Council representatives to selected agencies

Motion made by Councilor Adams, Second by Councilor Sutherland to appoint members to select agencies as follows:

- ~ RAMS Board - Councilor Adams. Alternate: Mayor Connelly
- ~ WMMPB - Councilor MacGregor. Alternate: Councilor Blake
- ~ City/County Co-op - Councilor Blake and Mayor Connelly
- ~ Joint Gas Board - Councilor Adams
- ~ Fire Relief Association - Mayor Connelly and Finance Director Barb Baird
- ~ CGMC - Councilor Blake
- ~ LMC - Councilor MacGregor
- ~ ARDC - Councilor Adams
- ~ Range Mayor's Association - Mayor Connelly

Voting Yea: Mayor Connelly, Councilor Adams, Councilor MacGregor, Councilor Sutherland.

3. Appoint Council representatives to Boards and Commissions

Motion made by Councilor MacGregor, Second by Councilor Adams to appoint Council representatives to Boards & Commissions as follows:

- ~ GREDA - Councilors MacGregor and Sutherland

- ~ Human Rights Commission - Councilor Blake
 - ~ PUC - Councilor Adams
 - ~ Joint Greenway Park & Rec - Councilor Sutherland
 - ~ Civic Center Advisory Board - Councilor Sutherland
 - ~ Cable Commission - Councilor Blake. Alternate: Councilor MacGregor
- Voting Yea: Mayor Connelly, Councilor Adams, Councilor MacGregor, Councilor Sutherland

POSITIVE HAPPENINGS IN THE CITY:

1. Boy Scout troop toured City Hall, receiving an insider look at the Police Department.
2. PW received accolades for continued efforts to keep walking paths clear around the lake.
3. Welcome for snowmobilers day for special Olympics. Event is committed to GR for the next four years
4. Bill Schnell beginning program on KAXE to promote happenings in the city.

PUBLIC FORUM:

Julie Kennedy, PUC General Manager, provides brief update on Legionnaires disease in the City of Grand Rapids and current mitigation efforts.

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.

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

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.

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

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.

Adopted Resolution 24-11

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

Adopted Resolution 24-12

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)

Adopted Resolution 24-13

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

Adopted Resolution 24-14

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

This item was pulled from the agenda to be considered at a later date.

25. Consider a resolution approving a Use Agreement with ISD 318 related to Yanmar Arena

Adopted Resolution 24-15

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 adopting a resolution approving gambling application for Turn in Poachers.

Adopted Resolution 24-16

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.

Adopted Resolution 24-17

Motion made by Councilor Adams, Second by Councilor MacGregor to approve the Consent agenda as amended, with removal of item #24. Voting Yea: Mayor Connelly, Councilor Adams, Councilor MacGregor, Councilor Sutherland

SET REGULAR AGENDA:

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

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.

Motion made by Councilor MacGregor, Second by Councilor Sutherland to accept resignation of Matt O'Rourke and authorize filling the vacancy. Voting Yea: Mayor Connelly, Councilor Adams, Councilor MacGregor, Councilor Sutherland

There being no further business, the meeting adjourned at 5:35 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk

DATE: 02/22/2024
 TIME: 14:22:45
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/26/2024

| VENDOR # | NAME | AMOUNT DUE |
|---------------------------|---------------------------------|------------|
| ----- | | |
| GENERAL FUND | | |
| 0205640 | LEAGUE OF MN CITIES INS TRUST | 186,511.00 |
| | TOTAL | 186,511.00 |
| CITY WIDE | | |
| 0100072 | AVI SYSTEMS INC | 9,500.00 |
| 0715808 | GOVCONNECTION INC | 60.19 |
| 1915248 | SHI INTERNATIONAL CORP | 926.00 |
| 1920240 | CHAD B STERLE | 1,925.00 |
| | TOTAL CITY WIDE | 12,411.19 |
| ADMINISTRATION | | |
| 1301020 | MADDEN GALANTER HANSEN, LLP | 526.10 |
| 1405520 | NEOGOV | 2,019.62 |
| 1920065 | STAR TRIBUNE | 251.58 |
| | TOTAL ADMINISTRATION | 2,797.30 |
| BUILDING SAFETY DIVISION | | |
| 0118100 | ARAMARK UNIFORM SERVICES | 54.81 |
| 0401804 | DAVIS OIL INC | 40.20 |
| 0920060 | ITASCA COUNTY TREASURER | 492.80 |
| 1901535 | SANDSTROM'S INC | 100.93 |
| | TOTAL BUILDING SAFETY DIVISION | 688.74 |
| COMMUNITY DEVELOPMENT | | |
| 0401804 | DAVIS OIL INC | 131.14 |
| 0914717 | INT'L CODE COUNCIL | 675.00 |
| 0920060 | ITASCA COUNTY TREASURER | 177.48 |
| 2018225 | TREASURE BAY PRINTING | 18.00 |
| T001232 | RAPIDS BREWING COMPANY, LLC | 348.19 |
| | TOTAL COMMUNITY DEVELOPMENT | 1,349.81 |
| COUNCIL/COMMISSION/BOARDS | | |
| 0920060 | ITASCA COUNTY TREASURER | 988.82 |
| 1000067 | J&M DISPLAYS INC | 21,000.00 |
| 2018225 | TREASURE BAY PRINTING | 24.50 |
| | TOTAL COUNCIL/COMMISSION/BOARDS | 22,013.32 |

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 02/26/2024

| VENDOR # | NAME | AMOUNT DUE |
|------------------------|--------------------------------|------------|
| ----- | | |
| GENERAL FUND | | |
| FINANCE | | |
| 1309178 | MINNESOTA GFOA TREASURER | 210.00 |
| 1309330 | MINNESOTA SOCIETY OF CPA'S | 365.00 |
| 1309495 | MINUTEMAN PRESS | 250.32 |
| 1805195 | REDPATH AND COMPANY, LLC | 12,195.00 |
| | TOTAL FINANCE | 13,020.32 |
| | | |
| FIRE | | |
| 0118100 | ARAMARK UNIFORM SERVICES | 43.65 |
| 0401804 | DAVIS OIL INC | 95.19 |
| 0920060 | ITASCA COUNTY TREASURER | 191.13 |
| | TOTAL FIRE | 329.97 |
| | | |
| INFORMATION TECHNOLOGY | | |
| 0715808 | GOVCONNECTION INC | 1,602.62 |
| | TOTAL INFORMATION TECHNOLOGY | 1,602.62 |
| | | |
| PUBLIC WORKS | | |
| 0215147 | BOBCAT OF DULUTH INC | 262.88 |
| 0301685 | CARQUEST AUTO PARTS | 304.35 |
| 0315455 | COLE HARDWARE INC | 3.06 |
| 0315501 | COMPASS MINERALS AMERICA, INC. | 5,199.61 |
| 0401804 | DAVIS OIL INC | 2,687.80 |
| 0501650 | EARL F ANDERSEN | 3,196.80 |
| 0516550 | EPOKE NORTH AMERICA INC | 8,027.22 |
| 0601690 | FASTENAL COMPANY | 336.36 |
| 0907850 | INFINITY GRAPHIX & DESIGNS | 352.00 |
| 0914540 | INNOVATIVE OFFICE SOLUTIONS LL | 669.90 |
| 0920060 | ITASCA COUNTY TREASURER | 1,053.69 |
| 1200500 | L&M SUPPLY | 8.69 |
| 1301213 | MARTIN'S SNOWPLOW & EQUIP | 731.84 |
| 1415536 | NORTHLAND HYDRAULICS SERVICE | 3,836.55 |
| 1415544 | NORTHLAND PORTABLES | 255.00 |
| 1421155 | NUCH'S IN THE CORNER | 130.00 |
| 2018560 | TROUT ENTERPRISES INC | 2,175.00 |
| 2209421 | VIKING ELECTRIC SUPPLY INC | 177.20 |
| | TOTAL PUBLIC WORKS | 29,407.95 |
| | | |
| FLEET MAINTENANCE | | |

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 02/26/2024

| VENDOR # | NAME | AMOUNT DUE |
|-------------------|-------------------------------|------------|
| ----- | | |
| GENERAL FUND | | |
| FLEET MAINTENANCE | | |
| 0301685 | CARQUEST AUTO PARTS | 115.79 |
| 0315455 | COLE HARDWARE INC | 74.66 |
| 0914200 | INDUSTRIAL LUBRICANT COMPANY | 665.70 |
| 0920060 | ITASCA COUNTY TREASURER | 43.42 |
| 1301720 | MATCO TOOLS | 86.90 |
| 1309725 | MITCHELL1 | 1,908.00 |
| 1801615 | RAPIDS WELDING SUPPLY INC | 147.27 |
| | TOTAL FLEET MAINTENANCE | 3,041.74 |
| POLICE | | |
| 0114200 | ANDERSON GLASS | 450.00 |
| 0124550 | AXON ENTERPRISE INC | 29,569.91 |
| 0920060 | ITASCA COUNTY TREASURER | 6,455.18 |
| 1309332 | MN STATE RETIREMENT SYSTEM | 9,300.73 |
| 1920233 | STREICHER'S INC | 86.97 |
| | TOTAL POLICE | 45,862.79 |
| RECREATION | | |
| 0401804 | DAVIS OIL INC | 52.48 |
| 1309279 | MN DEPT OF NATURAL RESOURCES | 87.78 |
| 1415544 | NORTHLAND PORTABLES | 182.00 |
| 1901535 | SANDSTROM'S INC | 848.49 |
| | TOTAL RECREATION | 1,170.75 |
| PUBLIC LIBRARY | | |
| 0205640 | LEAGUE OF MN CITIES INS TRUST | 26,204.00 |
| | TOTAL | 26,204.00 |
| CENTRAL SCHOOL | | |
| 0118100 | ARAMARK UNIFORM SERVICES | 64.09 |
| 0205640 | LEAGUE OF MN CITIES INS TRUST | 28,592.00 |
| 1901535 | SANDSTROM'S INC | 69.51 |
| | TOTAL | 28,725.60 |

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 02/26/2024

| VENDOR # | NAME | AMOUNT DUE |
|--------------------------------|--------------------------------|------------|
| ----- | | |
| AIRPORT | | |
| 0205640 | LEAGUE OF MN CITIES INS TRUST | 18,713.00 |
| 0315455 | COLE HARDWARE INC | 21.48 |
| 0401804 | DAVIS OIL INC | 107.50 |
| 0920060 | ITASCA COUNTY TREASURER | 159.98 |
| | TOTAL | 19,001.96 |
| ECONOMIC DEVELOPMENT AUTHORITY | | |
| 0205640 | LEAGUE OF MN CITIES INS TRUST | 29.00 |
| | TOTAL | 29.00 |
| CIVIC CENTER | | |
| 0205640 | LEAGUE OF MN CITIES INS TRUST | 52,779.00 |
| | TOTAL | 52,779.00 |
| GENERAL ADMINISTRATION | | |
| 0221650 | BURGGRAF'S ACE HARDWARE | 167.66 |
| 0805640 | HERC-U-LIFT INC | 694.25 |
| 1200855 | LVC COMPANIES INC | 436.05 |
| 1201430 | LAKE SUPERIOR CUTTING EDGE LLC | 450.00 |
| 1415489 | NORTHERN LAUNDRY SYSTEMS | 318.00 |
| | TOTAL GENERAL ADMINISTRATION | 2,065.96 |
| STATE HAZ-MAT RESPONSE TEAM | | |
| 0205640 | LEAGUE OF MN CITIES INS TRUST | 563.00 |
| 0401804 | DAVIS OIL INC | 57.32 |
| 1415480 | NORTHERN HEALTH & FITNESS PLUS | 4,698.20 |
| | TOTAL | 5,318.52 |
| CEMETERY | | |
| 0205640 | LEAGUE OF MN CITIES INS TRUST | 4,779.00 |
| 0920060 | ITASCA COUNTY TREASURER | 33.95 |
| 1200500 | L&M SUPPLY | 15.99 |

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/26/2024

| VENDOR # | NAME | AMOUNT DUE |
|--------------------------------|--------------------------------------|------------|
| ----- | | |
| CEMETERY | | |
| 1415545 | NORTHLAND LAWN & SPORT, LLC | 275.71 |
| | TOTAL | 5,104.65 |
| DOMESTIC ANIMAL CONTROL FAC | | |
| 0118100 | ARAMARK UNIFORM SERVICES | 30.00 |
| 0205640 | LEAGUE OF MN CITIES INS TRUST | 3,510.00 |
| | TOTAL | 3,540.00 |
| GENERAL CAPITAL IMPRV PROJECTS | | |
| MAY MOBILITY | | |
| 1301895 | MAY MOBILITY, INC | 162,908.33 |
| | TOTAL MAY MOBILITY | 162,908.33 |
| EDA - CAPITAL PROJECTS | | |
| AIRPORT SOUTH INDUSTRIAL PARKS | | |
| 0205640 | LEAGUE OF MN CITIES INS TRUST | 1,361.00 |
| | TOTAL AIRPORT SOUTH INDUSTRIAL PARKS | 1,361.00 |
| CIVIC CENTER CAPITAL IMP PJT | | |
| IRA CIVIC CENTER RENOVATION | | |
| 0701650 | GARTNER REFRIGERATION CO | 4,260.00 |
| 0715808 | GOVCONNECTION INC | 2,319.66 |
| 1601750 | PAUL BUNYAN COMMUNICATIONS | 3,524.20 |
| | TOTAL IRA CIVIC CENTER RENOVATION | 10,103.86 |
| 2024 INFRASTRUCTURE BONDS | | |
| CP2010-3 3RD AVE NE RECON | | |
| 1900225 | SEH | 72,800.00 |
| | TOTAL CP2010-3 3RD AVE NE RECON | 72,800.00 |
| PIR-PERMANENT IMPRV REVOLV FND | | |
| HWY 169 S STREET LIGHTING | | |
| 0215460 | BOLTON & MENK, INC | 5,480.50 |

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 02/26/2024

| VENDOR # | NAME | AMOUNT DUE |
|--------------------------------|--|--------------|
| ----- | | |
| PIR-PERMANENT IMPRV REVOLV FND | HWY 169 S STREET LIGHTING | |
| | TOTAL HWY 169 S STREET LIGHTING | 5,480.50 |
| POKEGAMA GOLF COURSE | | |
| 0205640 | LEAGUE OF MN CITIES INS TRUST | 12,679.00 |
| | TOTAL | 12,679.00 |
| STORM WATER UTILITY | | |
| 0205640 | LEAGUE OF MN CITIES INS TRUST | 3,096.00 |
| 0401804 | DAVIS OIL INC | 835.00 |
| 0514798 | ENVIRONMENTAL EQUIPMENT AND | 1,345.81 |
| 0920060 | ITASCA COUNTY TREASURER | 405.96 |
| 2009725 | TITAN MACHINERY INC | 1,457.54 |
| | TOTAL | 7,140.31 |
| | TOTAL UNPAID TO BE APPROVED IN THE SUM OF: | \$735,449.19 |
| CHECKS ISSUED-PRIOR APPROVAL | | |
| PRIOR APPROVAL | | |
| 0100053 | AT&T MOBILITY | 4,263.68 |
| 0113105 | AMAZON CAPITAL SERVICES | 352.87 |
| 0119700 | ASSOCIATION OF MN BUILDING | 2,460.00 |
| 0201354 | B. BAIRD-PETTY CASH FUND | 15.00 |
| 0205640 | LEAGUE OF MN CITIES INS TRUST | 316,266.01 |
| 0215147 | BOBCAT OF DULUTH INC | 72,932.00 |
| 0301650 | JEFF CARLSON | 52.57 |
| 0305530 | CENTURYLINK QC | 259.00 |
| 0309600 | CIRCLE K/HOLIDAY | 1,160.51 |
| 0315454 | TRAVIS COLE | 92.00 |
| 0315543 | CONSTELLATION NEWENERGY -GAS | 983.78 |
| 0504615 | JUSTIN EDMUNDSON | 69.00 |
| 0514730 | ENTERPRISE FM TRUST | 11,044.89 |
| 0605191 | FIDELITY SECURITY LIFE | 92.74 |
| 0717988 | SHAWN GRAEBER | 92.00 |
| 0718015 | GRAND RAPIDS CITY PAYROLL | 297,297.05 |
| 0718070 | GRAND RAPIDS STATE BANK | 1,099.55 |
| 0805358 | JACKIE HEINRICH | 54.23 |
| 0900060 | ICTV | 9,935.05 |
| 0920059 | ITASCA COUNTY SHERIFFS DEPT | 989.45 |
| 1105225 | CITY OF KEEWATIN | 746.01 |
| 1118300 | JEAN KUMMEROW & ASSOCIATES LLC | 3,642.00 |

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

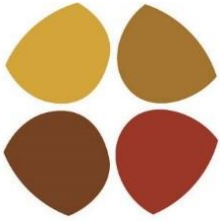
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INVOICES DUE ON/BEFORE 02/26/2024

| VENDOR # | NAME | AMOUNT DUE |
|------------------------------|--------------------------------|------------|
| ----- | | |
| CHECKS ISSUED-PRIOR APPROVAL | | |
| PRIOR APPROVAL | | |
| 1121695 | LANCE KUSCHEL | 92.00 |
| 1205097 | TIMM TRAINING & CONSULTING LLC | 600.00 |
| 1215250 | LOFFLER COMPANIES INC | 653.58 |
| 1301146 | MARCO TECHNOLOGIES, LLC | 319.21 |
| 1301223 | PAUL MARTINETTO | 92.00 |
| 1305046 | MEDIACOM LLC | 156.90 |
| 1309098 | MINNESOTA MN IT SERVICES | 460.71 |
| 1309167 | MN BUREAU OF CRIMINAL | 300.00 |
| 1309199 | MINNESOTA ENERGY RESOURCES | 2,502.20 |
| 1309266 | MN DEPT OF LABOR & INDUSTRY | 100.00 |
| 1309335 | MINNESOTA REVENUE | 4,234.00 |
| 1309715 | AMANDA MITCHELL | 46.00 |
| 1315650 | ANDY MORGAN | 40.62 |
| 1502645 | GARY O'BRIEN | 77.08 |
| 1518550 | MATTHEW O'ROURKE | 192.70 |
| 1520720 | KEVIN OTT | 35.00 |
| 1601305 | THOMAS J. PAGEL | 877.90 |
| 1605734 | JON PETERSON | 92.00 |
| 1618600 | BRYCE PRUDHOMME | 69.00 |
| 1621130 | P.U.C. | 50,511.59 |
| 1815225 | JEFF DAVID ROERICK | 69.00 |
| 1903555 | ERIK SCOTT | 62.98 |
| 1909500 | TONY SIMONSON | 4,581.21 |
| 1913090 | SEAN SMALLEN | 69.00 |
| 1913344 | HEATH SMITH | 52.57 |
| 2209665 | VISA | 11,018.15 |
| 2209705 | VISIT GRAND RAPIDS INC | 7,893.11 |
| 2301700 | WM CORPORATE SERVICES, INC | 3,911.82 |
| 2305300 | MATTHEW WEGWERTH | 326.00 |
| T001504 | LAGOM MODULAR | 1,389.52 |

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$814,725.24

TOTAL ALL DEPARTMENTS \$1,550,174.43



CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION MEETING MINUTES

Wednesday, December 27, 2023
4:00 PM

MISSION STATEMENT

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

CALL TO ORDER: Pursuant to due notice and call thereof, the Human Rights Commission will hold a regular meeting on Wednesday, December 27, 2023 at 4:00PM in City Hall Council Chambers at 420 North Pokegama Avenue, Grand Rapids, Minnesota.

The meeting was called to order by Commission Chair Krumpotich at 4:02pm.

ROLL CALL:

PRESENT:

Commissioner Bernadine Joselyn
Commissioner Doug Learmont
Commissioner Edward Krumpotich
Commissioner Joan Gunderman
Commissioner Amy Blomquist
Commissioner Ronald Grossman

ABSENT:

Commissioner Angella Erickson
Commissioner Tasha Connelly
Commissioner Amanda Lussier

City Staff Present: Human Resource Officer Chery Pierzina

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

None.

SETTING THE AGENDA: (This is an opportunity to approve the regular agenda as presented or add/delete an Agenda item by a majority vote of the Commission members present.)

Motion made by Commissioner Krumpotich, Seconded by Commissioner Blomquist to add Agenda Item under Business, 3A) Reword/change the Kootasca Request from November 29th, 2023, to read "sponsorship" of their Event on January 6th, 2024. Voting Yea: Commissioner Joselyn, Commissioner Learmont, Commissioner Krumpotich, Commissioner Gunderman, Commissioner Blomquist and Commissioner Grossman.

PRESENTATION:

None.

APPROVE MINUTES:

1. Approve Minutes from November 29, 2023

Motion made by Commissioner Joselyn, Seconded by Commissioner Krumpotich to approve the Minutes from November 29, 2023. Voting Yea: Commissioner Joselyn, Commissioner Learmont, Commissioner Krumpotich, Commissioner Gunderman, Commissioner Blomquist and Commissioner Grossman.

FINANCIALS:

2. Approve Financials for December 2023

The Commission reviewed the December 2023 Financials, and noted that the year end balance does not reflect the Herald Review Invoice of \$465.55 which has not yet been paid. After the Herald Review Ad has been paid and the Kootasca invoice has been paid, the remainder will be zero.

Motion made by Commissioner Krumpotich, Seconded by Commissioner Gunderman to approve of the December 2023 Financials. Voting Yea: Commissioner Joselyn, Commissioner Learmont, Commissioner Krumpotich, Commissioner Gunderman, Commissioner Blomquist and Commissioner Grossman.

BUSINESS:

- 3A) Added Agenda Item: Reword/change Kootasca request from November 29th, 2023, to read "sponsorship" of their Event on January 6th, 2024 for \$1,037.45. The amount of the sponsorship is \$1,000 plus any remaining balance from the 2023 Budget which will be \$37.45. A notice stating that there could be a quorum at this event will be posted.

Motion made by Commissioner Krumpotich, Seconded by Commissioner Gunderman to reword/change the Kootasca Request from November 29th, 2023, to read "sponsorship" of their Event on January 6th, 2024, for \$1,037.45 (\$1,000 plus any remaining balance in the 2023 Budget which is \$37.45). Voting Yea: Commissioner Joselyn, Commissioner Learmont, Commissioner Krumpotich, Commissioner Gunderman and Commissioner Grossman. Voting Abstaining: Commissioner Blomquist.

3. 2024 Workplan Review

The Commission reviewed and discussed the 2024 Work Plan. It was brought up if the Protected Classes posts on Social Media would continue, they will check with Commissioner Erickson on this at the January meeting. The Commission would like to revisit and possibly come up with ideas to do other events for other classes in addition to Juneteenth and Indigenous

People's Day Events. The 2024 Work Plan needs to be presented to the City Council.

4. Remaining Budget

This was discussed during the Financials and 3A, \$37.45 will be added to the Kootasca sponsorship, leaving the 2023 Budget at Zero.

UPDATES:

5. Work Groups

- A) Community Event Work Group; Joselyn, Lussier and Gunderman
- B) Data and Demographics; Erickson, Krumpotich and Blomquist
- C) Programming and Presentations; Joselyn, Krumpotich and Erickson

A) The Work Group will discuss Juneteenth and Indigenous People's Day for 2024 by learning from the 2023 Events. They are also looking for more assistance with these events.

B) There was no recent meeting.

C) The Work Group will be looking at what presentations/events could be brought to the Community. During the 1st Quarter, they will try to arrange to have speakers come in and speak with the Commission.

CALLS/COMPLAINTS/INQUIRIES:

None.

SET AGENDA FOR NEXT MEETING:

BUSINESS:

- 4) Election of Officers
- 5) Revisit Work Groups
- 5) 2024 Workplan Review
- 6) Banner
- 7) Blanket Exercise

UPDATES:

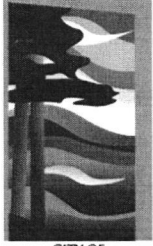
8) Work Groups

- A) Community Event Work Group; Joselyn, Lussier and Gunderman
- B) Data and Demographics; Erickson, Krumpotich and Blomquist
- C) Programming and Presentations; Joselyn, Krumpotich and Erickson

ADJOURN:

The meeting adjourned at 5:12pm.

Respectfully submitted by Cynthia Lyman



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

GRAND RAPIDS AREA LIBRARY BOARD MEETING MINUTES

**Wednesday, January 10, 2024
5:00 PM**

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Area Library Board will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Wednesday, January 10, 2024, at 5:00

CALL TO ORDER:

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

CALL OF ROLL:

Present: Barr, Casteel, Kee, Martin, Richards, Squadroni, Teigland

Absent: Blocker and Dobbs

ORGANIZATIONAL MEETING - ELECTION OF BOARD PRESIDENT, VICE PRESIDENT, AND SECRETARY.

Motion to elect Martin, Richards, and Kee as a slate.

Mover: Barr

Seconder: Teigland

Result: Passed 7-0

APPROVAL OF AGENDA:

Motion to approve agenda as presented

Mover: Richards

Seconder: Teigland

Result: Passed (unanimously)

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

APPROVAL OF MINUTES:

1. Consider approval of meeting minutes from the 12-13-2023 Library Board Meeting.

Motion to approve minutes as presented

Mover: Kee

Seconder: Richards

Result: Passed (unanimously)

COMMUNICATIONS:

None.

FINANCIAL REPORT & CLAIMS (Roll Call Vote Required):

2. Consider a motion to approve payment of bill list and financial reports.

Motion to approve payment of bill list and financial reports.

Mover: Richards

Seconder: Squadroni

Result: Passed 7-0 (roll-call)

CONSENT AGENDA (Roll Call Vote Required):

3. Consider a motion accepting donations to the library as listed.

Motion to approve consent agenda as presented.

Mover: Kee

Seconder: Barr

Result: Passed 7-0 (roll-call)

REGULAR AGENDA:

4. Review Library Board Roster / Introductions

Informational

5. Consider a motion authorizing the Volunteer Coordinator to sign a MOU with RSVP.

Motion to sign MOU with RSVP.

Mover: Richards

Secunder: Kee

Result: Passed (unanimously)

UPDATES:

STAFF REPORTS:

6. Review Library Reports and Statistics

Informational

ADJOURNMENT:

Chair Martin adjourned the meeting at 5:25 PM.

NEXT REGULAR MEETING IS SCHEDULED FOR FEBRUARY 14, 2024, AT 5:00 PM.

ATTEST: Will Richter, Director of Library Services

DATE: 01/05/2024
 TIME: 11:24:13
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 01/10/2024

| VENDOR # | NAME | AMOUNT DUE |
|----------------|--------------------------------|------------|
| ----- | | |
| PUBLIC LIBRARY | | |
| 0118100 | ARAMARK UNIFORM SERVICES | 112.48 |
| 0118660 | ARROWHEAD LIBRARY SYSTEM | 70.88 |
| 0201428 | BAKER & TAYLOR LLC | 2,112.40 |
| 0212124 | BLACKSTONE PUBLISHING | 141.00 |
| 0221650 | BURGGRAF'S ACE HARDWARE | 7.99 |
| 0305485 | CENGAGE LEARNING INC | 335.04 |
| 0405500 | DEMCO INC | 288.03 |
| 0421455 | DULUTH NEWS TRIBUNE | 346.84 |
| 0701650 | GARTNER REFRIGERATION CO | 3,452.46 |
| 0718060 | GRAND RAPIDS HERALD REVIEW | 96.95 |
| 0914540 | INNOVATIVE OFFICE SOLUTIONS LL | 371.84 |
| 0920059 | ITASCA COUNTY SHERIFFS DEPT | 10.00 |
| 1309495 | MINUTEMAN PRESS | 60.00 |
| 1401650 | NARDINI FIRE EQUIPMENT CO INC | 458.00 |
| 1605665 | PERSONNEL DYNAMICS LLC | 550.80 |
| 1612225 | PLAYAWAY PRODUCTS LLC | 331.45 |
| 1809158 | WILLIAM RICHTER | 4,979.45 |
| 1903225 | SCENIC RANGE NEWS FORUM | 25.00 |

TOTAL UNPAID TO BE APPROVED IN THE SUM OF: \$13,750.61

CHECKS ISSUED-PRIOR APPROVAL
 PRIOR APPROVAL

| | | |
|---------|--------------------------------|-----------|
| 0100053 | AT&T MOBILITY | 54.46 |
| 0113105 | AMAZON CAPITAL SERVICES | 30.29 |
| 0201428 | BAKER & TAYLOR LLC | 421.13 |
| 0605191 | FIDELITY SECURITY LIFE | 6.90 |
| 0718015 | GRAND RAPIDS CITY PAYROLL | 22,203.85 |
| 1209520 | EMILY LINDNER | 150.00 |
| 1301146 | MARCO TECHNOLOGIES, LLC | 119.08 |
| 1305725 | METROPOLITAN LIFE INSURANCE CO | 76.14 |
| 1309199 | MINNESOTA ENERGY RESOURCES | 215.26 |
| 1516220 | OPERATING ENGINEERS LOCAL #49 | 9,612.00 |
| 1601750 | PAUL BUNYAN COMMUNICATIONS | 323.02 |
| 1618119 | ISABELLA A PRATTO | 50.00 |
| 1618120 | MADELYN R PRATTO | 50.00 |
| 1621130 | P.U.C. | 2,173.98 |
| 2114356 | UNIQUE MANAGEMENT SERVICES | 209.70 |
| 2301700 | WM CORPORATE SERVICES, INC | 145.86 |

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$35,841.67

TOTAL ALL DEPARTMENTS \$49,592.28

RESOLUTION NO. 2024-1
A RESOLUTION ACCEPTING DONATIONS

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

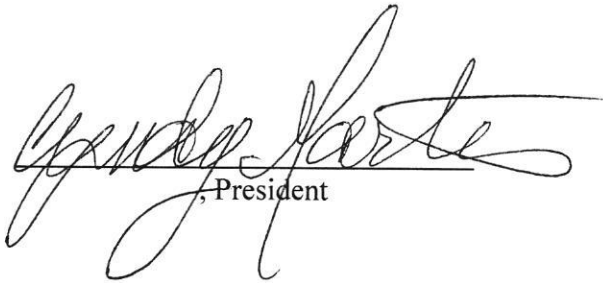
WHEREAS, every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members,

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

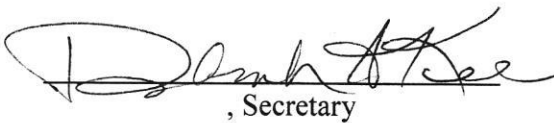
Grand Rapids Area Library Foundation – Children’s Library display (valued at \$1,440)

Carol Morrill - \$200.00 (undesignated)

Adopted this 10th day of January 2024



, President



, Secretary



GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

Thursday, January 11, 2024
4:05 PM

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Economic Development Authority will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Thursday, January 11, 2024 immediately following the Closed Meeting.

CALL TO ORDER

CALL OF ROLL

PRESENT

Commissioner Al Hodnik
Commissioner Mike Korte
Commissioner Tasha Connelly
Commissioner Wayne Bruns
Commissioner Tom Sutherland
Commissioner Bill Martinetto

ABSENT

President Sholom Blake

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

Approved with addition:

Consider approving payment to the Blandin Foundation in the amount of \$14,584.21.

Consider approving a Letter of Intent from Stewart and Janelle Bastain for a lot in Great River Acres.

APPROVE MINUTES

1. Consider approval of the minutes from the December 14, 2023 regular meeting.

Motion by Commissioner Korte, second by Commissioner Martinetto to approve the minutes from the December 14, 2023 regular meeting. The following voted in favor thereof: Bruns, Connelly, Hodnik, Martinetto, Korte, Sutherland. Opposed: None, motion passed unanimously.

APPROVE CLAIMS

2. Consider approval of claims in the amount of \$105,380.94

Motion by Commissioner Connelly, second by Commissioner Korte to approve claims in the amount of \$105,380.94. The following voted in favor thereof: Sutherland, Korte, Martinetto, Hodnik, Connelly, Bruns. Opposed: None, passed unanimously.

BUSINESS

- 3. Consider approval of a residential lease with HWY 35 LLC

Community Development Director Mattei provided background information. The lease will begin February 1st and is a year long lease at the rate of \$1,720.00 a month.

Motion by Commissioner Bruns, second by Commissioner Martinetto to approve a lease with Hwy 35 LLC. The following voted in favor thereof: Bruns, Connelly, Hodnik, Martinetto, Korte, Sutherland. Opposed: None, passed unanimously.

- 4. Consider approval of 2024 Central School Leases

The following leases are renewals Friesen/Squadroni, Mary Corwin, Salmela Photography, True North Salon, Deb's Christian Crafts, Growing Harmony, Embrace Mental Health, Wood Works Homes except 212B which is an additional lease with True North Salon.

Motion by Commissioner Connelly, second by Commissioner Korte to approve the 2024 Central School leases. The following voted in favor thereof: Bruns, Connelly, Hodnik, Martinetto, Korte, Sutherland. Opposed: None, motion passed unanimously.

- 5. Develop 2024 Work Plan

The Commissioners reviewed the rankings and suggested reviewing previous years items to see where the carry over items had been ranked. Mr. Mattei will update a couple of items and bring back a draft plan at the next meeting.

- 6. Consider approval of a Letter of Intent from Stewart and Janelle Bastian for Lot 2 Block 2 Great River Acres.

Motion by Commissioner Connelly, second by Commissioner Sutherland to approve the Letter of Intent with Stewart and Janelle Bastian. The following voted in favor there: Sutherland, Korte, Martinetto, Hodnik, Connelly. Opposed: None, Bruns abstained motion passed.

UPDATES

ADJOURN

There being no further business the meeting adjourned at 5:13 p.m.

MEMBERS & TERMS

- Tom Sutherland - 12/31/2023 Council Representative
- Tasha Connelly - 12/31/2023 Council Representative
- Mike Korte - 3/1/24
- Wayne Bruns - 3/1/25
- Sholom Blake - 3/1/25

Al Hodnik - 3/1/27
Bill Martinetto - 3/1/27

Item 4.



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

POKEGAMA GOLF COURSE BOARD MEETING MINUTES

**Tuesday, January 16, 2024
 7:30 AM**

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Pokegama Golf Course Board will be held on Tuesday January 16, 2024, at 7:30 AM at Pokegama Golf Course, 3910 Golf Course Road, Grand Rapids, Minnesota. Rick McDonald called the meeting to order at 7:30AM.

ROLL CALL: Rick McDonald, John Bauer, Tom Lagergren, John Ryan

PUBLIC INPUT: None

SETTING THE AGENDA: (This is an opportunity to approve the regular agenda as presented or add/delete an Agenda item by a majority vote of the Board members present.)

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

APPROVE MINUTES:

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

CLAIMS AND FINANCIAL STATEMENTS:

2. A review of the financials took place. Tom Lagergren made a motion to approve the claims in the amount of 43,824.92 Second by Rick McDonald Motion Approved.

VISITORS:

REPORTS:

BUSINESS:

3. Review Flooring quotes Quotes were received from

| | |
|-------------------------------|-------------------------|
| Northland Flooring and Design | \$14,020 plus sales tax |
| Floor to Ceiling | \$14,504 plus sales tax |

Rick McDonald made a motion to accept the low quote of \$14,020 from Northland Flooring. John Bauer second. Motion approved

Bob will bring this item to council for approval to move forward.

CORRESPONDENCE AND OPEN DISCUSSION:

ADJOURN: Motion made by John Bauer Second by Tom Lagergren Motion Carried.

Minutes respectfully submitted by Bob Cahill



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 26, 2024

AGENDA ITEM: Consider approving the General Liability insurance coverage through the League of Minnesota Cities Insurance Trust.

PREPARED BY: Barb Baird

BACKGROUND:

The City of Grand Rapids has had their general liability insurance with the League of Minnesota Cities Insurance Trust (LMCIT) for many years. The League's insurance is very comprehensive, and they have, for the past several years, given us a refund check at the end of the year which represents our portion of the refund to the cities insured by them because of lower than anticipated insurance claims. For 2023 the LMCIT property/casualty dividend refund for the City of Grand Rapids was \$14,187.

The premium for the 2024 plan year is \$338,816, which is \$28,641 more than in 2023. Our insurance agent is paid on a flat fee structure; this fee is included in this premium and has not increased from last year.

The general liability includes property, inland marine, general liability, glass, miscellaneous equipment, vehicles, etc. The premium is based on personnel costs, amount and value of property equipment and vehicles, the amount of capital construction and other factors. This coverage includes the City Hall, Public Library, Central School, Civic Center, various other City-owned properties and all City Departments (excluding Public Utilities). This amount is part of the 2024 adopted budget.

REQUESTED COUNCIL ACTION:

Make a motion to approve the general liability insurance coverage through the League of Minnesota Cities Insurance Trust for the 2024 plan year and authorize payment of the insurance premium for \$338,816.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 26, 2024

AGENDA ITEM: Consider the sale of Pokegama Golf Carts

PREPARED BY: Bob Cahill

BACKGROUND:

Having purchased 50 new club car golf cars, we are recommending selling 15 of the 2016 cars and 18 of the 2011 cars. Proceeds from this sale will be used to buy down the debt incurred by the purchase of the new cars. We recommend keeping 10 of the 2016 cars to increase our rental fleet from 50 to 60 as there have been times we've run out of cars for the guests. Itasca county is buying 4 of the 2011 DC club cars and we are retaining 3 of the 2011 club cars to be used as maintenance utility vehicles. Two quotes were received for the purchase of the cars and MOR Golf and Utility is offering the higher price.

REQUESTED COUNCIL ACTION:

Make a motion to approve the sale of 15, 2016 Club Car Precedent Golf Cars and 18, 2011 DC Club Car carts to MOR Golf and Utility, Lakeville, Minnesota for the combined price of \$49,650. See the attached Quotations.

Recommend that proceeds from this sale be applied toward the purchase price of the 50 new Club Car cart. A second quote was received from NB Golf Cars, headquarters in Des Moines, IA

Q U O T A T I O N

MOR GOLF AND UTILITY
 21730 Hanover Ave, Suite 200
 PO Box 648
 Lakeville, MN 55044 US
 Phone #: (952)985-1500
 Fax #: (952)985-5356

PHONE #: (218)326-1000 Ext: Steve DATE: 2/7/2024
 CELL #: ORDER #: 22296
 ALT. #: CUSTOMER #: 100129
 P.O.#: Purchase Fleet CP: Drew
 TERMS: Net 10th EOM LOCATION: 1
 SALES TYPE: Quote STATUS: Active

BILL TO 100129

Pokegama Golf Course
 City of Grand Rapids
 420 North Pokegama Ave
 Grand Rapids, MN 55744 USA

SHIP TO

Pokegama Golf Course
 City of Grand Rapids
 420 North Pokegama Ave
 Grand Rapids, MN 55744 USA

| MFR | PRODUCT NUMBER | DESCRIPTION | QTY | PRICE | NET | TOTAL |
|----------|----------------|--|-----|------------|------------|---------------|
| USED 897 | | Whole Unit Golf Cart "Trade-in offer" Purchase Outright | -15 | \$2,050.00 | \$2,050.00 | (\$30,750.00) |
| | | 2016 Club Car Precedent FLA electric 2-pass Beige color, beige canopy, seats, ERIC Charger | | | | |
| USED 897 | | Whole Unit Golf Cart "Trade-in offer" Purchase Outright | -18 | \$1,050.00 | \$1,050.00 | (\$18,900.00) |
| | | 2011 Club Car DS Model FLA electric 2-pass Beige color, beige canopy, seats, PD2 charger | | | | |
| | | Note: All golf cars must be free or any liens or encumbrance and be in fleet running condition with a working charger per golf cart. | | | | |
| | | Note: Pokegama GC to provide an invoice and document stating cars are owned free and clear by golf course. | | | | |
| | | Payable to account: TBD | | | | |

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.

SUBTOTAL: (\$49,650.00)
 TAX: \$0.00
 ORDER TOTAL: (\$49,650.00)

Authorized By: _____

Trade-ins

Greg Gilbertson <greg@nbgolfcars.com>

Thu 2/8/2024 4:24 PM

To:bob pokegamagolf.com <bob@pokegamagolf.com>

Good Afternoon, Bob,

I heard though the grapevine that you may have some trade-ins available. We're a Club Car dealer in southwest Minnesota. I wanted to extend an offer should you be interested.

Eighteen (18) 2011 DS Model FLA electrics; \$900/car trade value

Fifteen (15) 2016 Precedent FLA electrics; \$1,800/car trade value

Thanks much and please let me know if interested.

Greg Gilbertson
Fleet Sales Manager
NB Golf Cars
(507)275-3564 W
(605)690-7545 C
www.nbgolfcars.com



GOLF CARS

 Authorized Distributor

"Celebrating 50 Years in 2022"



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 26, 2024

AGENDA ITEM: Consider approving the plans and specifications and ordering the advertisement for bids for CP 2010-1, 3rd Avenue/7th Street NE Project.

PREPARED BY: Matt Wegwerth

BACKGROUND:

Plans and specifications are complete and the project is ready for advertising for bids. Plans can be reviewed in the office of the City Engineer.

REQUESTED COUNCIL ACTION:

Make a motion approving the plans and specifications and ordering the advertisement for bids for CP 2010-1, 3rd Avenue/7th Street NE Project.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 26, 2024

AGENDA ITEM: Consider signing Club Prophet point of sale upgrade agreement

PREPARED BY: Tom Beaudry

BACKGROUND:

The current website and point of sale system are not set up for online payments. By signing the upgrade agreement, the golf course will be able to utilize online payments through the website enhancing the guest experience.

REQUESTED COUNCIL ACTION:

Make a motion to sign upgrade for Club Prophet point of sale system,

Prepared by: Rich Mottura **Date: Feb 12, 2024**

| <u>Customer Information</u> | <u>Prepared For</u> |
|--|--|
| Pokegama Golf Course 3910 Golf Course Road Grand Rapids, MN 55744 USA | Tom Beaudry Director of Golf, PGA (218) 326-3444 tbeaudry@grandrapidsmn.gov |

The below monthly fees include software, training, 24/7 technical support and future software updates:

| Software Service and Support | | | | |
|-------------------------------------|---------|-----|---------------|----------------|
| Name | Price | Qty | Total Price | |
| Webstore | \$50.00 | 1 | \$50.00 | |
| | | | Total: | \$50.00 |

| Training, Installation and Setup | | | | |
|---|--------|-----|---------------|---------------|
| Name | Price | Qty | Total Price | |
| Remote Setup & Training | \$0.00 | 1 | \$0.00 | |
| Support & Software Updates | \$0.00 | 1 | \$0.00 | |
| | | | Total: | \$0.00 |

By signing and accepting below you are acknowledging that you have read and agree to the specific terms outlined in this document and wish to proceed.

If you would rather print and sign this document, please fax to 724-274-0387 or email to sales@clubprophetsystems.

| | |
|--|---------------------|
| | |
| Authorized Signature for Pokegama Golf Course | Today's Date |



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 26, 2024

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

PREPARED BY: Chief Andy Morgan

BACKGROUND:

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

After over nine and a half (9.5) years with Grand Rapids Police Department, Officer Greg Lease will resign on March 6, 2024. He has been issued the following firearms.

| Make / Model | Caliber | Serial Number |
|--------------|---------|---------------|
| Glock 22 | 40cal | VCA987 |

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

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

REQUESTED COUNCIL ACTION:

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 2-26-24

AGENDA ITEM: Consider a lease with Tom Beaudry for the Pro Shop at Pokegema Golf Course

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

Part of the employment of a Golf Course Director requires that the employee independently operate the Pro Shop with sales of merchandise. In order to do this the Director of Golf must lease space from the City. The attached lease formalizes the lease between the City and Tom Beaudry, Director of Golf.

REQUESTED COUNCIL ACTION:

Make a motion to approve a lease with Tom Beaudry for the Pro Shop at Pokegema Golf Course.

LEASE AGREEMENT

This Lease Agreement, by and between the City of Grand Rapids, Minnesota, hereinafter referred to as "Lessor" and **Thomas Beaudry, Sole Proprietor**, hereinafter referred to as "Lessee", entered into this **22nd** day of **January, 2024**.

ARTICLE 1 - LEASED PREMISES

1.1 In consideration of and subject to the mutual covenants, condition and obligations of this Lease Agreement to be kept and performed, the Lessor does hereby lease and demise to Lessee the Golf Pro Shop at Pokegama Golf Course Clubhouse, consisting of 351 square feet, in Grand Rapids, Minnesota.

ARTICLE 2 - TERM

2.1 The Term of this Lease Agreement shall commence on **April 1, 2024**, and shall continue through **Lessee's** employment as the Director of Golf, unless earlier terminated in accordance with the provisions of this Lease Agreement.

ARTICLE 3 -RENT

3.1 Beginning July 1, 2024, Lessee shall pay to Lessor as rent for the leased premises the sums hereinafter provided in this Article 3.

The term "operating costs for the Pokegama Clubhouse" as used in this Article 3 shall exclude all costs related to be incurred by Lessor, including by way of illustration but not limitation, (1) all utility charges (sewer, water, electricity, heat, garbage collection); and (2) maintenance, insurance, repairs, parts and supplies, equipment and tools, and electrical maps, tubes, starters and ballasts. The term "operating costs for the Pokegama Clubhouse" shall not include the original capital investment or associated debt service.

The term "rented square footage in the Pokegama Clubhouse" as used in the Article 3 shall exclude common areas, exterior grounds.

3.2 Calendar year **2024** base rent shall be based on 351 square feet in the amount of **\$16.73** per square foot annually, payable in equal monthly installments beginning on the **1ST** day

of **July, 2024** and continuing on the first day of each month thereafter through **Term of this Agreement**. Rent shall increase \$0.25/SF annually. Rent payments shall be in 1/12 installments paid monthly. Additionally, tenant is solely responsible for paying any, and all, property or personal property taxes associated with the rental space.

3.3 Lessee shall pay as additional rent a late charge in the amount of 1.5% of the monthly rental payment in the event that the monthly rental payment is received after the fifth day of the month due. This late charge shall be exclusive of any other remedy which Lessor may have for Lessee's failure to timely pay rent.

3.4 Rental payments shall be made to the order of the City of Grand Rapids and mailed or delivered to: **City Finance Director, 420 N. Pokegama Avenue, Grand Rapids, MN 55744.**

3.5 Lessee shall timely pay when due any personal property or real property tax on the leasehold estate.

ARTICLE 4 - IMPROVEMENTS

4.1 In taking possession of the leased premises, Lessee acknowledges that same were on the date of occupancy in good, clean and tenable condition, subject only to the repairs or improvements which Lessor has agreed to make at Lessor's expense and which are set forth on Exhibit "C" attached hereto, if there are any.

4.2 At the expiration or termination of the term of this Lease Agreement, all improvements and alterations made to the leased premises by Lessee shall remain with the leased premises and shall be the property of Lessor. Lessee shall, at its expense, remove Lessee's goods and effects, including trade fixtures (e.g., items such as chairs, sinks, stations, furniture, shelving units), machinery, and equipment, and quit and deliver up the leased premises to Lessor, peaceably and quietly in as good order and condition as same were in on the original date of occupancy, reasonable wear and tear excepted. Any property left in the leased premises at the expiration or termination of this term of this lease shall be deemed to have been abandoned and shall become the property of Lessor to be disposed of as Lessor deems expedient, with all costs of cleanup and

disposal of goods abandoned at the leased premises to be paid by Lessee. Lessee shall not permit any mechanic's or materialmen's liens to stand against the leased premises or against the Pokegama Clubhouse and Lessor may require appropriate assurances by way of bond, deposit or other reasonable procedure to protect against such liens and may, should such liens arise out of Lessee's acts hereunder, pay and discharge same and such amounts shall become due and payable to Lessor from Lessee with interest at the rate of eight percent (8%), or such greater amount as shall then be permitted by law, per annum.

ARTICLE 5 - MAINTENANCE, REPAIRS

5.1 Lessee shall at all times be responsible for maintaining at its own expense the leased premises in a clean, orderly and safety condition, except as hereinafter provided. Lessee shall be responsible, at its own expense, to clean and maintain all trade fixtures, machinery and equipment furnished by Lessee within the leased premises. Lessee shall be responsible to deposit normal office waste and rubbish at a location at the Pokegama Clubhouse as designated by Lessor.

ARTICLE 6 - UTILITIES

6.1 Lessor shall furnish such heat, water, sewer, electricity, elevator services, central air conditioning and garbage removal in and about the leased premises as shall be necessary, in Lessor's judgment, for comfortable occupancy of the leased premises, under normal business conditions. Lessor's obligation to provide electricity to the leased premises shall include only electricity for standard building lighting and office use.

6.2 Lessee shall conserve heat, water and electricity and shall not neglect or misuse water, fixtures, electrical lights, or other equipment or facilities furnished in conjunction with Lessor's provisions of utilities pursuant to this Article.

6.3 In the event energy use restrictions are established by Federal or State authorities or that an energy supply emergency is declared by Federal or State authorities, Lessor may reduce the quantity or quality of any utilities or other services to be provided under this Article as may be necessary to comply with directives and regulations promulgated by said authorities.

6.4 Lessor shall be responsible to provide light, heat and other utility services to the common areas of the Pokegama Clubhouse as, in Lessor's discretion, is appropriate. The cost of providing such heat, lighting and other utilities shall be included within "operating costs".

ARTICLE 7 - BUILDING USE, REGULATIONS, SECURITY

7.1 Lessee shall establish the hours of operation of the Pro Shop subject to the right of Lessor to establish minimum hours of operation. Lessee shall purchase for his own account inventory for the Pro Shop, shall exclusively determine the types and quantities of merchandise available for sale and the pricing thereof, and shall be exclusively responsible for profits, losses, damage or shrinkage relating to inventory. Lessee shall also determine the services to be offered at the Pro Shop, subject to Lessor's right to determine minimum range of services to be offered. Lessee shall have use of the driving range when providing golf lessons. Lessor shall not authorize any other individual to operate a Pro Shop, including the Pro Shop services and activities listed this Paragraph, during the term of this Lease Agreement.

7.2 Lessor and Lessee may mutually agree that revenues from Pro Shop sales and services shall be collected through Lessor's cash register. Lessor shall then reimburse Lessee for cash proceeds received by Lessor from Pro Shop sales, provided that Lessor shall not be obligated to reimburse Lessee for checks which are not honored and paid or charge sales, including credit card charges, for which Lessor does not receive cash payment.

Income received by Lessee from operation of the Pro Shop is not income from Lessor employment. Lessor shall not be obligated to withhold federal or state income taxes, FICA, PERA, or any other payroll withholdings from said income.

Lessee shall hold harmless, indemnify and defend Lessor against any and all claims, damages, losses or judgments against Lessor arising out of merchandise sold or services provided by Lessee through the Pro Shop. Lessee shall obtain and keep in force a policy of comprehensive general liability insurance, which policy shall name Lessor as an additional insured, with limits of liability not less than Lessor's maximum limits of liability as set forth in Minn. Stat. Sec. 466.04. Lessee shall keep on file at the office of the City Clerk a current certificate of insurance evidencing that said policy is in full force and effect and providing that Lessor shall receive 30 days' advance notice prior to cancellation of said policy.

ARTICLE 8 - COMMON AREAS, EXTERNAL GROUNDS

8.1 Lessee's use of the common areas and external grounds of Pokegama Clubhouse shall be in compliance with rules and regulations which may be promulgated from time by Lessor.

ARTICLE 9 - INSURANCE

9.1 Lessor shall maintain general liability, fire and extended coverage insurance on the Pokegama Clubhouse, including common areas and exterior grounds, and Lessor's fixtures and equipment and Lessor shall cause Lessee to be named as an additional insured. Lessee shall insure its own personal property on the premises as it sees fit. All personal property placed upon or in the leased premises or common areas or external grounds shall be at the risk of Lessee or the owner of the personal property and Lessor shall not be liable to Lessee or any other party for any damage or destruction of said personal property arising from any cause whatsoever. Lessee shall maintain at its own cost and expenses general liability insurance required herein. All insurance coverage is subject to approval of the City of Grand Rapids and shall be maintained by Lessee at all times this Agreement is in effect. Lessee further agrees that to protect themselves as well as the City of Grand Rapids under the indemnity Contract set forth above, the Lessee shall at all times during the term of the Agreement have and keep in force insurance protection as specified by Minn. Stat. Cpt. 466.04, subd. 1 as may be modified from time to time by the State Legislature and Lessee shall name Lessor as an additional insured on said policy. Throughout the term of this Lease Agreement, Lessee shall provide Lessor with evidence that Lessee has obtained the insurance required by this Article and that Lessor is an additional insured under said policies of insurance. All costs incurred by Lessor in maintaining insurance coverage pursuant to this Article shall be included within "operating costs".

9.2 Notwithstanding anything in this Lease Agreement to the contrary, Lessor shall not be liable to Lessee and Lessee shall not be liable to Lessor for any damage to or destruction of the Pokegama Clubhouse by fire or other perils or for any claim or cause of action arising out of any death, injury or damage to property in, on or about the leased premises or the common areas or exterior grounds of Pokegama Clubhouse. Lessor and Lessee shall furnish to each other appropriate written consents from their respective insurers to this waiver of liability provision.

ARTICLE 10 - LESSOR ACCESS

10.1 Lessor, its agents and employees shall have the right to enter the leased premises upon reasonable advance notice for the purpose of inspection, cleaning, repairing, altering or improving the premises, or to exhibit the premises to prospective tenants. Lessor's reserved rights hereunder shall include, without limitation, free, unhampered and unobstructed access to the airways, equipment ducts, stairways, access panels and all utilities and services to the Pokegama Clubhouse. There shall be no diminution of rent and no liability on the part of Lessor by reason of any inconvenience, annoyance or injury to business caused by Lessor's reasonable exercise of rights reserved by Lessor in this Article.

ARTICLE 11 - FIRE OR OTHER CASUALTY: CONDEMNATION

11.1 If during the term of this Lease the leased premises shall be damaged or destroyed by fire or other casualties so that the premises shall thereby be rendered unfit for use or occupation, Lessor 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 such premises 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) Lessor may terminate this lease and end the term hereof, and in case of such termination and cancellation the rent shall be paid to the date of such fire or other casualty and all other further obligations on the part of either party hereto shall cease. Lessor is required to notify Lessee of whether it will repair or terminate within thirty (30) days of the date of such damage or destruction. Provided, however, that in the event the premises are not so restored within one hundred eighty (180) days after the occurrence, Lessee may, at its option, terminate this lease.

11.2 Lessee shall be entitled in any full or partial taking by eminent domain to take that portion of the net award representing payment for Lessee's leasehold interest, trade fixtures, moving expenses or business interruption. All amounts paid pursuant to an agreement with a condemning authority in connection with any taking shall be deemed to constitute an award on account of such taking. Lessee agrees that this Lease shall control rights of Lessor and Lessee in any such award, and any contrary provision of any present or future law is hereby waived. If any taking shall result in Lessee being deprived of space in excess of 5 percent of the space then leased

to Lessee, Lessee shall have the right on thirty (30) days advance written notice, to terminate the obligations hereunder effective as of such taking. If Lessee continues occupancy following a partial taking, rent will be adjusted of a pro-rata basis for the remainder of the lease term.

ARTICLE 12 - QUIET POSSESSION

12.1 Lessor hereby warrants and covenants that it has full authority to execute this Lease Agreement and further agrees that Lessee, upon paying rent and performing the covenants and conditions of this Lease Agreement, shall quietly have, hold and enjoy the leased premises during the term hereof.

ARTICLE 13 - TERMINATION OF AGREEMENT:

13.1 Lessee shall notify Lessor on or before July 1 of any calendar year of intent to voluntarily terminate his employment with City, with said termination to be effective as of December 31 of the same calendar year, unless a lesser amount of notice time is agreed to by City.

13.2 This Agreement shall terminate on the effective date of Lessee’s termination of employment with the City.

ARTICLE 14 - NOTICE

14.1 Any notice, demand, request or other communication which may or shall be given or served by Lessor or Lessee pursuant to this Lease Agreement shall be deemed to have been given or served on the date the same is deposited in the United States mail, registered or certified, postage prepaid and addressed as follows:

To Lessee:

Thomas Beaudry
2512 Horseshoe Lake Road
Grand Rapids MN 55744

To: Lessor

City Administrator
City Hall

420 N. Pokegama Avenue
Grand Rapids, MN 55744

ARTICLE 15 - ASSIGNMENT, SUBLETTING

15.1 Lessee agrees that neither the leased premises nor any part thereof shall be sublet nor shall this Lease Agreement be assigned by Lessee without prior written consent of Lessor, which consent shall not be unreasonably withheld. If Lessor does give consent, such consent shall not release Lessee from its obligation hereunder, unless a release is specifically given by Lessor.

ARTICLE 16 - NO PARTNERSHIP

16.1 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.

ARTICLE 17 - DEFAULT BY LESSEE

17.1 Lessor and Lessee agree that this Lease Agreement is made upon the condition that if the Lessee shall neglect or fail to keep, observe and perform any of the covenants and agreements contained in this Lease Agreement which are to be kept, observed or performed by Lessee, so as to be in default, or if the leasehold interest of Lessee shall be taken by execution or other legal process of law, or if Lessee shall petition to be or be declared to be bankrupt or insolvent according to law, or if Lessee shall vacate said premises or abandon the same for a period of 45 days during the term of this Lease Agreement, then and in any of said cases the Lessor may, at its option, immediately or at any time thereafter without further notice or demand, enter into and upon the leased premises, or any part thereof, in the name of the whole, and take absolute possession of the same without such re-entry working a forfeiture of the rents to be paid and the covenants to be performed by Lessee for the full term of this Lease Agreement, and may, at Lessor's election, lease or sublet the leased premises, or any part thereof, on such terms and conditions and for such rents and for such time as the Lessor may elect, and after crediting the rent actually collected by Lessor from such reletting, collect the balance of rent owed pursuant to this Lease Agreement from Lessee, charging Lessee such reasonable expenses as the Lessor may expand in putting the

premises in tenable condition and collecting said rentals from Lessee, including reasonable attorney's fees.

Alternatively, Lessor may at its election and upon written notice to Lessee declare this Lease Agreement forfeited and void under the condition set forth above, and Lessor may re-enter and take full and absolute possession of said premises as the owner thereof, free from any right or claim of Lessee or any person or persons claiming through or under Lessee, and such election and re-entry shall be and constitute an absolute bar to any right to enter by Lessee. The commencement by Lessor of any action to recover possession of the leased premises or any part thereof shall not be deemed an election by Lessor to treat this Lease Agreement as void and terminated, without the written notice above specified.

In the event of termination or re-entry by Lessor for default by Lessee, Lessor shall make every reasonable effort to re-rent, lease or sublet the premises. Lessor, at its option, may make such alterations, repairs, replacements and/or decorations to the leased premises as Lessor, in its sole judgment, considers advisable and necessary for the purpose of reletting the premises; and the making of such alterations, repairs, replacements and/or decorations shall not operate to be construed to release Lessee for liability hereunder as aforesaid.

ARTICLE 18 - DEFAULT BY LESSOR, LESSEE

18.1 Lessor shall not be deemed to be in default under this Lease Agreement until Lessee shall have given Lessor written notice specifying the nature of the default and Lessor shall have not cured such default within ten (10) 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 a character as to reasonably require more than ten (10) days to cure.

18.2 Except with respect to the payment of rent, for which no notice of default shall be necessary, Lessee shall not be deemed to be in default under this Lease Agreement until Lessor shall have given Lessee written notice specifying the nature of default and Lessee shall have not cured such default within ten (10) 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 a character as to reasonably require more than ten (10) days to cure.

ARTICLE 19 - WAIVER, MODIFICATION, ENTIRE AGREEMENT

19.1 No waiver of any condition, covenant, right of option of this Lease Agreement by the Lessor shall be deemed to imply or constitute a further waiver of any like condition or covenant of said Lease Agreement.

19.2 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 hereto in the same manner as the execution of this Lease Agreement. The Grand Rapids Economic Development Authority shall consider the recommendation of all interested parties in determining whether to approve any amendment or modification of this Lease Agreement.

19.3 Neither Lessor nor any agent or employee of Lessor has made any representations or promises with respect to the leased premises or the Pokegama Clubhouse except as herein expressly set forth, and no rights, privileges, easements or licenses are acquired by Lessee except as herein expressly set forth.

ARTICLE 20 - WINDOW TREATMENT

20.1 Lessee, at its expense, may install shades, drapes or window coverings and, if installed, Lessee shall maintain said window coverings in an attractive and safe condition, provided however, in the sole judgment of Lessor said window coverings are in harmony with the exterior and interior appearance of Pokegama Clubhouse and will create no safety or fire hazard.

ARTICLE 21 - DISCRIMINATION PROHIBITED: The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap, or disability, familial status or recipients of public assistance; and shall comply with all nondiscrimination requirements of Federal, State and local law.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first written above.

LESSOR:

LESSEE:

Mayor, City of Grand Rapids

City Clerk/Treasurer

BY: _____

Date: _____

Its _____

Date: _____



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 26, 2024

AGENDA ITEM: Consider Golf Course job description and title change and authorize Human Resources to post, interview and hire for the open position.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

Previously the Pokegama Golf Course had a position titled Lead Cashier. The Golf Board and Tom Beaudry, the Director of Golf, have reviewed the duties of this position, and recommend renaming the position to Assistant Golf Professional and updating the job description. There are no wages changes associated with this change and this is a budgeted position in 2024.

This is currently an open position; therefore, we are requesting authorization for Human Resources to begin the process of posting, interviewing, and hiring for the open position of Assistant Golf Professional.

REQUESTED BOARD ACTION:

Make a motion to approve the job description and title change for the position of Assistant Golf Professional and authorize Human Resources to begin the process of posting, interviewing, and hiring for the open position of Assistant Golf Professional.

City of Grand Rapids Job Description

Job Title: Assistant Golf Professional
Department: Pokegama Golf Course
FLSA Status: Full Time Seasonal; Hourly; Non-Exempt
Approved By: City Council
Approved Date: _____

Position Summary:

The Assistant Golf Professional assists the Director of Golf with all golf shop activities and outside services operations and is responsible for ensuring that pass-holders and guests receive outstanding customer service, which meets or exceeds their expectations. The Assistant Golf Professional is instrumental in organizing and implementing golf events, tournaments, outings, leagues, teaching clinics and other golf programs designed to improve Pokegama Golf Courses products and services, as well as its competitive position in the marketplace.

Supervision Received:

Works under the supervision of the Director of Golf.

Supervision Exercised:

Supervises golf shop staff, outside services, starters, rangers.

Essential Duties and Responsibilities:

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

- Assist in implementing applicable operating and safety policies and procedures pertaining to golf shop and outside service activities. Ensure procedures are followed to open, close, and secure the golf shop and storage buildings.
- Handle cash flow in the golf shop, ensuring that cash and credit card charges balance with sales receipts, in accordance with operating procedures.
- Monitor the performance of assigned staff including golf shop attendants, starters, rangers, and outside service staff to ensure customer service standards and productivity goals are achieved.
- Ensure the golf shop, storage areas, cart shed, and grounds are maintained per Pokegama Golf Course cleanliness and appearance standards. Maintain clean, presentable, and fully stocked merchandise displays.
- Ensure accurate tracking of types and quantity of golf rounds played. Monitor customer preferences, usage patterns, and satisfaction with Pokegama Golf Course products and services. Assess the quality of internal and/or external customer service and speed of play. Recommend plans for continued improvement.

- Interact with pass-holders and guests in a congenial and professional manner.
- Maintain pleasant and professional telephone manners at all times. Schedule tee times and handle customer inquiries and/or feedback in accordance with Pokegama Golf Course standards.
- Plan and conduct individual and group lesson programs and golf clinics.
- Assist with organizing and implementing tournaments, group outings and special events. Ensure efficient operation and coordination of golf shop, cart service and other services as applicable.
- Be fully knowledgeable of golf shop merchandise. Sell merchandise and/or provide suggestions to patrons as appropriate to meet their needs.
- Assist with organizing and maintaining ancillary services such as the handicapping system, membership programs, and driving range facilities.
- Assure the efficient and timely submission of all required reports.
- Perform additional duties as required.

Education/Qualifications/Certifications:

- Preferred 1 year experience in the golf or hospitality industry.
- Valid Minnesota driver's license, or the ability to obtain.
- Demonstrated experience and capability in the areas of retailing, marketing, and/or sales, customer service, and guest relations preferred.
- Demonstrated quality written, verbal, interpersonal communication skills.
- Ability to analyze and solve problems; efficiently handle multiple duties under pressure with minimal supervision;
- Work flexible and irregular hours as required including evenings, holidays, and weekends.
- Positive attitude, professional manner, and appearance in all situations.

Knowledge, Skills, Abilities and Competencies Required:

The requirements listed below are representative of the knowledge, skill, ability and/or competency sets required to complete the essential functions of the job at a satisfactory level.

- Read and write (English).
- Communicate verbally with staff members and/or customers with or without the use of two-way radios.
- Give and/or follow verbal and written instructions.
- Supervise subordinates.
- Visually inspect all work areas, golf course and grounds.
- Give physical demonstrations of the golf swing.
- See players on the golf course, and the ability to follow the flight of golf balls.
- Operate vehicles and equipment for several hours at a time.
- Perform mathematical calculations involving fractions, decimals, and percentages.
- Retrieve, read and interpret information from technical source.

- Ability to operate general office machines such as typewriters, personal computers, printers, copiers, fax machines, calculators, telephones, etc. Internet software; Outlook; Excel Spreadsheet software and Word Processing software. VDT glare screen and wrist rest.
- Ability to operate Golf clubs and golf carts.

Physical Requirements:

This work requires standing, walking, pushing, pulling, lifting, grasping, bending, and kneeling for up to five (5) hours at a time. Lifting up to 100 pounds occasionally, 50 pounds frequently, and 20 pounds constantly. Work regularly requires sitting, speaking, or hearing, using hands, handle or feel and repetitive motions. Work frequently requires reaching with hands and arms and requires standing, walking and lifting. Work has standard vision requirements. Vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly, or quickly. Hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound. Work requires preparing and analyzing written or computer data, operating machines and observing general surroundings and activities. Work has exposure to environmental conditions. The regular, on-going work environment of this position requires inside work and also outdoor activities. May be exposed to inclement weather, potentially dangerous chemicals, solvents, pesticides, herbicides, and fertilizers, misdirected golf balls, sharp and rapid equipment movement on a daily basis. Injury may result as a result of exposure to the above if safety policies and practices are not properly followed.

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

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

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 2-26-24

AGENDA ITEM: Consider Amendment 3 with ICS related to the Civic Center Project

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

During the construction phase of the Civic Center project, there was additional professional services provided by ICS. The attached amendment details the need for additional compensation related to their services.

REQUESTED COUNCIL ACTION:

Make a motion to approve Amendment 3 with ICS related to the Civic Center Project.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 26, 2024

AGENDA ITEM: Consider adopting resolution of support for MACTA efforts to modernize public, education and Government Programming/Public Access Funding.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

The Minnesota Association of Telecommunications Administration has been working on several items to change language that would allow franchise and PEG fees to be captured on services that include streaming, not just cable television.

Beth George of ICTV is requesting the City Council adopt a resolution in support of these changes.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution of support for MACTA efforts to modernize public, education and Government Programming/Public Access Funding.

Councilor introduced the following resolution and moved for its adoption:

CITY OF GRAND RAPIDS

RESOLUTION NO. 24-

A RESOLUTION OF SUPPORT FOR MACTA EFFORTS TO MODERNIZE PUBLIC, EDUCATION, AND GOVERNMENT (PEG) PROGRAMMING/PUBLIC ACCESS FUNDING

WHEREAS, community television programming allows community members to stay connected and entertained through public, education, and government (PEG) programming; and

WHEREAS, public access television programming includes local community and nonprofit submissions, City Council and board and commission meetings, and community events; and

WHEREAS, public access television programming has primarily been funded through franchise fees which allow cable providers to utilize the public right-of-way for private use; and

WHEREAS, with the recent consumer trend of moving from traditional cable providers to digital/video streaming services, the funds available for public access television programming has decreased; and

WHEREAS, the Minnesota Association of Community Telecommunications Administrators (MACTA) is a statewide organization of municipal and nonprofit staff that advocates for cities and their residents: and

WHEREAS, MACTA is launching a campaign to create legislative changes at the state and federal level that will respond to consumer changes and allow current practices to modernize in response to these shifts; and

WHEREAS, MACTA is working with Minnesota cities to gain support for their legislative efforts.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GRAND RAPIDS, MINNESOTA THAT: The City Council offers their support to the Minnesota Associate of Community Telecommunications Administrators (MACTA) effort to modernize local access funding through legislative change.

Adopted by the City Council of Grand Rapids, Minnesota this 26th day of February, 2024.

Tasha Connelly, Mayor

Attested:

Kimberly Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 26, 2024

AGENDA ITEM: Consider authorizing Grand Rapids Police Department to apply for the 2024 COPS Grant.

PREPARED BY: Chief Andy Morgan

BACKGROUND:

Grand Rapids Police Department is interested in applying for the 2024 COPS Grant offered by U.S. Department of Justice. This program furthers the COPS Office's goal of advancing public safety through community policing by funding additional full-time law enforcement positions to meet law enforcement agencies' community policing strategies.

In efforts of preparation for the grant opening, police leadership has done considerable work to better understand this opportunity. If successful, the grant would provide a total of \$125,000 over three (3) years to assist local agencies in offsetting costs associated with officer wages and benefits. Upon conclusion of the three (3) year grant period, the total financial responsibility would stand with the employer.

Grand Rapids Police Department was successful in receiving the COPS Grant in 2011 and Officer Tim Dirkes was hired.

The COPS Grant is expected to open in May of 2024. Grant notifications would occur in the Fall of 2024. Any additions to GRPD staff would not be expected until 2025.

GRPD will continue to work closely with internal and external partners to apply for two (2) 2024 COPS Grants.

REQUESTED COUNCIL ACTION:

Make a motion to authorize Grand Rapids Police Department to apply for the 2024 COPS Grant.



Fact Sheet

cops.usdoj.gov

2023 COPS Hiring Program

Strengthening Community Policing by Hiring Officers

The FY 2023 COPS Hiring Program (CHP) is designed to advance public safety through community policing by addressing the full-time sworn officer needs of state, local, and tribal law enforcement agencies nationwide. CHP provides funds directly to law enforcement agencies to hire new or rehire additional career law enforcement officers and to increase their community policing capacity and crime-prevention efforts.

The FY 2023 CHP award program is an open solicitation. All local, state, and tribal law enforcement agencies that have primary law enforcement authority are eligible to apply. All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

WHEN: Deadline for first part of application in Grants.gov is **May 4, 2023**, at 4:59 p.m. ET. Deadline for completed application in JustGrants is **May 11, 2023**, at 4:59 p.m. ET. **Start EARLY.** This is more than a one-day process.

WHERE: 1. Register at www.grants.gov.
2. Complete the application in the [JustGrants Justice Grants System](#).

HOW: Online only. No hard copies sent by U.S. Mail or electronic copies sent via email.

Supporting Local Law Enforcement in Advancing Community Policing so Communities can Thrive

More than 25 years after its establishment by the Violent Crime Control and Law Enforcement Act of 1994, the COPS Office continues to support the efforts of law enforcement agencies across the country to develop creative and innovative ways to meet long-standing challenges in their communities. To date, the COPS Office has been appropriated more than \$20 billion to advance community policing including grants awarded to more than 13,000 state, local, and tribal law enforcement agencies to fund the hiring and redeployment of more than 136,000 officers.

COPS Office hiring programs like CHP assist law enforcement agencies in advancing public safety by enhancing their community policing efforts. In a changing economic climate, these programs help state, local, and tribal law enforcement agencies maintain sufficient sworn personnel levels to keep their communities safe.

Funding Provisions

FY 2023 CHP awards will provide up to 75 percent of the entry-level salary and fringe benefits for each approved position for a three-year period. There is a minimum 25 percent

local cash match (cost share) requirement unless a waiver is approved. The maximum federal share per officer position is \$125,000 over the three-year period unless a local match waiver is approved. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the recipient agency.

CHP awards provide funding for three years (36 months) of entry-level salary for each position awarded. The award period of performance is five years (60 months) to accommodate the hiring process. Agencies must retain each CHP-funded position for 12 months following the three years of funding for that position. The additional officer positions should be added to your agency's law enforcement budget with state or local funds (or both) over and above the number of locally funded officer positions that would have existed in the absence of the award. Absorbing CHP-funded positions through attrition (rather than adding the extra positions to your budget with additional funding) does not meet the retention requirement.

Funding under this program may be used to do the following: (1) hire new officers (including filling existing officer vacancies that are no longer funded in an agency's budget); (2) rehire officers already laid off (at the time of application) as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions unrelated to the receipt of award funding; or (3) rehire officers scheduled to be laid off (at the time of application) on a specific future date as a result of state, local, or BIA budget reductions unrelated to the receipt of award funding. CHP applicants may request funding in one or more of these three hiring categories.

The COPS Office may grant a waiver of some or all of an applicant's local match requirement. During the application review process, waiver requests will be evaluated based on a demonstration of severe fiscal distress.

The COPS Office statutory nonsupplanting requirement mandates that CHP funds must be used to supplement (increase) state, local, or BIA funds that would have been dedicated toward sworn officer positions if federal funding had not been awarded. CHP award funds must not be used to supplant (replace) local funds that agencies otherwise would have devoted to sworn officer hiring. The hiring or rehiring of officers under CHP must be in addition to, and not in lieu of, officers who otherwise would have been hired or rehired with state, local, or BIA funds.

Applicants are required to affirm in their CHP award application that their agency plans to retain any additional officer positions funded following the expiration of the award and identify their planned sources of retention funding.

Highlights of FY 2023 CHP

Additional consideration in the application review process will be given to applicants that propose a community-based approach to the following problem/focus areas: Building Legitimacy and Trust, Violent Crime (particularly gun violence), Police-Based Response to Persons in Crisis, and Combating Hate and Domestic Extremism. If awarded CHP funding, recipients that chose any of these specific community policing problem areas will not be allowed to change the problem area post-award.

Additional consideration will also be given to applicants that meet any of the following criteria:

- **Executive Order 14074 "Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety."** Applicants that demonstrate or seek to support the policies of the executive order
- **Persistent Poverty.** Applicants in an area with persistent poverty
- **Preventing Radicalization of Personnel.** Applicants seeking support for screening and counseling programs to identify and prevent the radicalization of applicants and personnel who endorse violent and hateful extremist movements
- **Community-based Hires.** Applicants that commit to recruiting officers from the community in which they will serve
- **Community-based Officer Relocation.** Applicants that commit to recruiting officers who are willing to relocate to areas characterized by fragmented relations between police and community residents or to areas of high crime
- **Diversity Training.** Agencies that require evidence-based cultural sensitivity training for officers
- **Safe Harbor.** Applicants in states with certain anti-human trafficking laws that treat minors engaged in commercial sex as victims (referred to as "safe harbor" laws) and permit individuals to vacate arrest or prosecution records for nonviolent offenses as a result of being trafficked

- **Catastrophic Incident.** Applicants that experienced an unanticipated catastrophic event or Attorney General–declared area in crime-related crisis
- **Hiring Veterans.** Applicants that commit to hiring at least one military veteran
- **Rural Designation.** Applicants from rural areas
- **Agency Not Funded in FY22.** Applicants that did not receive a CHP award in FY 2022

CHP recipients who use CHP funding to deploy school resource officers (SRO) will be required to submit a memorandum of understanding (MOU) between the law enforcement agency and the school partners. In addition, all applicants who receive FY 2023 CHP funding for SROs will be required to send each awarded SRO position to a training sponsored and subsidized by the COPS Office. Additional information about this training requirement will be provided to recipients at the time of award.

Contact the COPS Office

For more information about COPS Office programs and resources, please contact the COPS Office Response Center at AskCOPSRC@usdoj.gov or 800-421-6770.

How to Apply

Step 1. Register with the SAM (System of Award Management) database or confirm or renew your existing SAM registration.

Step 2. Confirm your entity’s electronic business point of contact (E-Biz POC) in SAM is accurate.

Step 3. Register with Grants.gov or confirm your existing registration.

Step 4. Submit the first part of your application in Grants.gov. **Deadline to complete this step is May 4, 2023, at 4:59 p.m. ET.**

Step 5. Onboard your agency to the JustGrants Justice Grants System.

Step 6. Complete and submit the second part of your application in JustGrants (<https://www.justicegrants.usdoj.gov>).

Further instructions and explanations of the application process can be found on the COPS Office website at <https://cops.usdoj.gov>.

Complete application packages for the FY 2023 CHP solicitation are due by **May 11, 2023, at 4:59 p.m. ET.**



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 26, 2024

AGENDA ITEM: Consider donating the Minolta RP 605Z Microfilm reader to the Itasca County Historical Society.

PREPARED BY: Barb Baird

BACKGROUND:

In 2009, the city implemented Laserfiche as the official data retention system for the City. Since that time the need for microfilming data ceases to exist. We have been placing all of our financial documents in Laserfiche. If city staff has a need to look at old documents on microfilm, the library received a grant to purchase a new microfilm reader that we could use.

We reached out to the Itasca County Historical Society to see if they had a need for the microfilm reader. Lilah Crowe stated that they would be happy to use it as a back up when more than one reader is needed.

REQUESTED COUNCIL ACTION:

Make a motion to approve the donation of the Minolta RP 605Z Microfilm reader to the Itasca County Historical Society.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 26, 2024

AGENDA ITEM: Consider accepting a quote from Arena Warehouse for fiberglass facing for the dasher boards at Miner's Pavilion.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

When we purchased a used set of dasher boards for Miner's Pavilion back in 2017, we knew we would eventually have to replace the poly facing with fiberglass (UV rays breakdown poly over time). Arena staff replace half of the facing in 2020 and now the other half needs replacing. I am proposing that we use funds from the Parkland Dedication account to cover this expense. Two quotes were received, one from Becker Arena Products for \$17,330.00 and the other from Arena Warehouse for \$14,362.60. I am recommending that we accept the low quote.

REQUESTED COUNCIL ACTION:

Make a motion to accept the quote from Arena Warehouse for \$14,362.60 for fiberglass facing for the dasher boards at Miner's Pavilion.

Arena Warehouse, LLC

1661 Donway Court NE
Alexandria, MN 56308

320-815-2369

jeff@arenawarehouse.com

www.arenawarehouse.com



Estimate

Item 16.

| Date | Estimate # |
|-----------|------------|
| 1/17/2024 | 302 |

| Customer |
|---|
| City of Grand Rapids, MN Attn: Dale Anderson 1401 NW 3rd. Ave. Grand Rapids, MN 55744 |

| Project |
|---------|
| |

| Description | Qty | Price | Total |
|--|-----|--------------|-------------|
| 1/4" x 42" H x 96" L White Fiberglass Facing | 36 | 297.00 | 10,692.00 |
| 1/4" x 8" x 96" White Fiberglass Kickplate | 36 | 65.85 | 2,370.60 |
| Shipping to Grand Rapids, MN 55744 | 1 | 1,300.00 | 1,300.00 |
| We look forward to working with you. | | Total | \$14,362.60 |

Signature _____

QUOTE

Phone: 952-890-2690
Fax: 952-890-2680
Page: 1 of 2
Quote Date: Feb 20, 2024

Sourcewell ID: 25394

6005040

| | |
|---|---|
| <p>Quote To: 208054</p> <p>City Of Grand Rapids 420 North Pokegama Attn: Accounts Payable Grand Rapids MN 55744 United States of America</p> <p>Email: Phone: 2183267612 Fax:</p> | <p>Expires: Mar 5, 2024</p> <p>Reference:</p> <p>Quoted By: Damon Evans damon.evans@beckerarena.com 952-567-7720</p> <p>Sales Person: Damon Evans 952-567-7720 damon.evans@beckerarena.com</p> <p>Terms: Net 30 Days</p> |
|---|---|

| Line | Part | Description | Qty | Unit Price | Discount % | Net Price | |
|------|----------|-------------------------------------|-------|------------|------------|-----------|-----|
| 1 | 44.10480 | FIBERGLASS SHEET .25 X 42" X 96" | 36.00 | 365.00 | 0.00 | 13,140.00 | USD |
| 2 | 44.10484 | FIBERGLASS KICKPLATE .25 X 8" X 96" | 36.00 | 80.00 | 0.00 | 2,880.00 | USD |

COLOR: WHITE

| Line (2) - Miscellaneous Charge - | |
|--|------------|
| Description | Ext. Price |
| 1.) ASO Shipping and Handling | 1,310.00 |

Please note: Any applicable taxes, duties and customs charges are not included in your quote and will be added at the time of invoice.

| | |
|-----------------------------|-----------|
| Lines Total | 16,020.00 |
| Line Miscellaneous Charges | 1,310.00 |
| Quote Miscellaneous Charges | 0.00 |

Customer acceptance signature and Date: _____ / /

Quote Total 17,330.00 \$

BECKER ARENA PRODUCTS INC. STANDARD TERMS AND CONDITIONS OF SALE - EFFECTIVE JANUARY 2021

1. Definitions. In these terms "Seller" means the seller of the Goods as defined herein; "Buyer" means the entity purchasing the Goods, including any successors thereof; "Goods" means the goods, products and materials manufactured, imported, supplied and/or delivered for or by Seller to Buyer, as such were approved by Seller in reply to Buyer's order and accordingly listed in the Approval of Order; "Approval of Order", in respect of any Buyer's order, means the instrument issued by Seller, bearing the same reference number of such order and specifying, among any other terms, the items of Goods, including their respective price and quantity, which shall be supplied to Buyer upon such order; "Contract" means the contract for the supply of Goods which have been ordered by Buyer and specified in Seller's Approval of Order, which contract is concluded based on these Terms and Conditions of Sale unless otherwise specified in the Approval of Order.

2. Payment. Payment for Goods shall be due on or prior to the delivery date of Goods and no discount may be taken. Payments received after the due date thereof shall bear a service charge from their due date, at the maximum lawful interest rate applicable, and if none at the annual rate of 5% above the base rate from time to time of the central bank of the place of Buyer's incorporation. All payments shall be made to Seller's designated bank account in the same currency and for the same amounts as specified in the Approval of Order.

3. Prices, Duties and Taxes. Prices specified in the Approval of Order are net, excluding packaging, and shall be deemed Ex-works (Incoterms 2000 as amended). Prices are based, inter alia, on production costs for supplies, labor, deliveries, duties, and services current on the order date. In the event of material increase in any such costs, Seller reserves the right either to adjust the prices for Goods accordingly, or to cancel any certain part of the sales relating to undelivered Goods. Duties, taxes, fees, levies and other compulsory payments applicable to the sale of Goods any time, as well as freight, express, insurance and delivery charges, shall all be borne and paid in full by Buyer, unless otherwise expressly stipulated.

4. Delivery. Delivery dates noted on the Approval of Order are estimates only, and are not guaranteed, and are all subject to adjustment as determined by the Seller acting reasonably. The acceptance of shipment by a common carrier or by any licensed public truckman shall constitute proper delivery. Risk associated with the Goods shall pass to Buyer on delivery or with the passing of title in the Goods, whichever occurs first; provided however, that where delivery is delayed due to circumstances caused by or within the responsibility of Buyer, risk of loss shall pass to Buyer upon Seller's notification that Goods are ready for dispatch.

5. Retention of Title. Title shall pass to Buyer only upon full payment by Buyer for the Goods and following payment of any other outstanding debt by Buyer to Seller. Buyer shall, at Seller's request, take any measures necessary under applicable law to protect Seller's title in the Goods, and lawfully notify Buyer's present or potential creditors of Seller's title on and interest in the Goods. Buyer acknowledges that so long as title has not been transferred in the Goods, it holds the Goods as bailee and fiduciary agent for the Seller and shall safely and securely store and keep the Goods separate and in good condition, clearly showing the Seller's ownership of the Goods and shall respectively record the Seller's ownership of the Goods in its books. Notwithstanding the above, Buyer may use Goods for its own use, or sell Goods, as fiduciary agent for the Seller, to a third party in the normal course of business by bona fide sale at market value, whereby proceeds of such usage or sale of Goods, as the case may be, shall, to the extent of the amount being owed by Buyer to Seller at the time of receipt of such proceeds, be held by Buyer on trust for Seller and specifically ascertained, until payment in full for all payable debts by Buyer to Seller.

6. Warranty.

a) If applicable, Seller warrants that Goods as set out in the warranty applicable thereto given by Seller to Buyer, subject always to the terms and conditions thereof, and subject to use, storage and application thereof in accordance with and based on Seller's standard tolerances, instructions of use and recommendations.

b) Unless otherwise restricted by mandatory applicable law, THE WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY QUALITY AND FITNESS FOR USE AND FOR PURPOSE, ANY ADVICE AND RECOMMENDATION AND ANY OBLIGATIONS OR LIABILITIES WHICH MAY BE IMPUTED TO SELLER, ANY AND ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED, DENIED AND EXCLUDED. BUYER EXPRESSLY AGREES THAT NO WARRANTY THAT IS NOT SPECIFICALLY STATED IN THIS AGREEMENT WILL BE CLAIMED OR OTHERWISE ADHERED TO BY BUYER AND/OR BY ANYONE ACTING ON BUYER'S BEHALF AND/OR BY ANYONE DERIVING THE LEGALITY OF ITS CLAIM FROM BUYER, NOR THAT WILL ANY SUCH WARRANTY BE VALID. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, USE OR HANDLING OF ANY AND ALL GOODS SPECIFIED OR CONTEMPLATED BY THIS CONTRACT. NO WARRANTY IS MADE WITH RESPECT TO ANY OF THESE GOODS WHICH HAVE BEEN SUBJECT TO ACCIDENT, NEGLIGENCE, ALTERATION, IMPROPER CARE, IMPROPER STORAGE, IMPROPER MAINTENANCE, ABUSE OR MISUSE.

7. Claims and Liability.

a) Unless Seller shall within 30 days after delivery of the Goods, receive from Buyer written notice of any matter or thing by reason whereof it is alleged that Goods are not in accordance with the Contract, Goods delivered shall be deemed to have been supplied, delivered and accepted in all respects in full conformity with the Contract and Buyer shall be entitled neither to reject the same nor to raise any claim for damages or for other remedy in respect of any alleged negligence and/or breach of warranty and/or any condition.

b) In any claim, brought subject to the conditions above, Buyer must prove to the satisfaction of Seller that it followed Seller's instructions for use, care, storage, maintenance, handling and application of the Goods.

c) Unless otherwise specifically restricted by mandatory applicable law, Seller's liability under any claim and in connection with any possible allegation, whether based on negligence, contract, or any other cause of action, shall, if the Seller shall be liable hereunder, be limited to either (i) the replacement of the Goods or the supply of equivalent goods; (ii) the repair, or payment of the cost of repair, of the Goods; or (iii) credit in an amount equal to the purchase price specified in Seller's pertinent invoice, or in an amount of equivalent goods, all at Seller's sole option. Buyer acknowledges that the remedy available to him as specified herein, is in lieu of any remedies that may be otherwise available to him, now or in the future, whether in law or in equity, relating to any loss or damage, whether directly or indirectly, arising from the purchase and/or the use of Goods, including without limitation, any actual or contingent damages, loss of production, loss of profit, loss of use, loss of contracts or any other consequential or indirect loss whatsoever, whether pecuniary or non-pecuniary, and it is acknowledged and agreed by Buyer that in no circumstances shall Seller be liable for any such damages. Should any limitation on Seller's liability hereunder be held ineffective under applicable law, than Seller's liability shall in any event be limited to the minimum amount of damages to which Seller may limit its liability, where such is greater than the purchase price as specified in Seller's pertinent invoice. Additionally, any action against Seller must be commenced within one year after the cause of action accrues.

d) Buyer, for himself and for any other party which may claim either under or through Buyer, or independently of Buyer, including Buyer's employees, directors, officers, representatives and personnel, shall indemnify and hold Seller harmless, from and against any claim or liability for damages in any way relating to the supply or use of the Goods, including claims for negligence and including but not limited to, any claim in connection with the design, manufacture, use, care, storage, delivery, application or maintenance of any Goods sold hereunder, whether alleged to have been committed by Seller or by any other person whatsoever. Buyer's undertaking as specified in this subsection shall extend and inure to the benefit of Seller and of Seller's successors at any time, as well as to Seller's

personnel, representatives, managers, directors and officers. Nothing contained herein shall take effect to exclude or limit liability where liability may not be excluded or limited under applicable law, including, without limitation, for death, personal injury and fraudulent misrepresentations.

e) Any and all warranties, undertakings, guarantees, or assurances provided herein by Seller, are specifically limited to Buyer herein, and not imputed by Seller, whether directly or indirectly, expressly or impliedly, to any other person or entity, including any subsequent buyer or user, bailee, licensee, assignee, employee and agent of Buyer.

8. Default. Upon failure of Buyer to pay any amounts due to Seller, or in the event of any breach or anticipated breach by Buyer of any Contract with Seller, or if Buyer shall either (i) become insolvent, (ii) call a meeting of its creditors, or (iii) make any assignment for the benefit of creditors, or if (iv) a bankruptcy, insolvency, reorganization, receivership or reorganization proceeding shall be commenced by or against Buyer, then, in each such occasion, Seller may, at its sole discretion, opt to (1) cancel this and any other Contract with Buyer (without waiving any of Seller's rights to pursue any remedy against Buyer); (2) claim return of any Goods in the possession of Buyer, the title of which has not passed to Buyer, and enter Buyer's premises (or the premises of any associated company or agent where such Goods are located), without liability for trespass or any alleged damage, to retake possession of such Goods; (3) defer any shipment hereunder; (4) declare forthwith due and payable all outstanding bills of Buyer under this or any Contract; and/or (5) sell all or part of the undelivered Goods, without notice at public and/or on private sale, while Buyer shall be responsible for all costs and expenses of such sale and be liable to Seller for any shortfall in the discharge of the amounts due to Seller.

9. Independent Delivery. Each delivery of Goods shall (without prejudice to Seller's rights under clause 8 hereinabove) be considered a separate contract and the failure of any delivery shall not vitiate any contract as to deliveries of other Goods and payment therefor.

10. Cancellation. Orders manufactured in whole or in part, pursuant to Buyer's specifications, may not be cancelled except with Seller's prior written consent, on terms which will compensate Seller for any resulting losses.

11. No-Assignment. No rights or obligations of Buyer arising out of this Contract may be assigned without the express prior written consent of Seller.

12. Force Majeure. Should Seller be prevented from effecting deliveries of the Goods or any of them by reason of either an act of god, insurrection, riot, war hostilities, terror attacks, warlike operations, piracy, arrests, restraints or detentions by any competent authority, strikes or combinations or lock-out of workmen, fire, floods, droughts, earthquakes, permanent or temporary delay or inability to obtain labor, material or services through Seller's usual and regular sources, or any other circumstances (whether of a nature similar to those specified, or not) beyond the absolute control of the Seller, then, in each such case, the obligation of the Seller to effect deliveries hereunder shall be suspended until after such prevention shall cease to continue. Should any deliveries under this Contract be suspended under this clause for more than 90 days – either party may withdraw from this Contract and be relieved from any liability; provided however, that Buyer shall nevertheless accept delivery and pay for such Goods once the Seller is able to deliver in accordance with the period(s) of shipment named in this Contract. Seller shall not be liable for, and be relieved from, any loss or damages of any kind resulting from the causes mentioned hereinabove.

13. Advice. Any provisions specified or implied by herein or elsewhere notwithstanding, any advice, recommendation, information, assistance or service provided by Seller in relation to the Goods or in respect of their use or application is given in good faith, shall be deemed accepted by Buyer without imputation of any liability to Seller, and it shall be the responsibility of Buyer to confirm the accuracy and reliability of the same in light of the use of which Buyer makes or intends to make of the Goods.

14. Entire Agreement. This Contract merges the entire terms and conditions for sale of the Goods. In the event of any conflict between the terms herein and any provisions included in the Approval of Order, the latter shall govern and prevail. Subject to the foregoing, nothing specified in, or referred to by, any other document, record or instrument whatsoever, which relates to and/or which otherwise subsists in connection with the sale of Goods herein, whether expressly or impliedly, including any written order, request or other standard or specific terms of any entity, shall or may be interpreted to attribute to Seller and/or to Seller's affiliates or representatives (i) any liability, obligation, commitment and/or undertaking, and/or (ii) any waiver in connection with or of any right, whether contractual, proprietary, in-personam and/or equitable, including but not limited to, any and all intellectual property rights in connection with the Goods, which are and shall always remain in the Seller's exclusive and complete ownership under all circumstances whatsoever, notwithstanding any sale of Goods hereunder and whether the Goods shall be standard Goods or manufactured to a specific order. No modification or waiver of any provision hereof shall become valid and effective except upon a written instrument duly signed beforehand by Seller. No waiver by either party of any default of the other party shall be deemed a waiver of any subsequent or other default. If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, the balance of this Contract shall continue in full force and effect without the provision.

15. Law and Arbitration. This Contract shall be governed by and construed in accordance with the laws of the state of Seller's incorporation. Any dispute arising out of or in connection with this Contract shall, if so determined by the Seller, be finally settled by arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce ("ICC"), as shall be in effect from time to time, and if so determined, the balance of this Section shall apply. The arbitration shall be held at such location in the state of Seller's incorporation as shall be determined by Seller, in its sole discretion. The arbitrator shall be mutually appointed by Seller and Buyer within 21 (twenty-one) days following a written demand for arbitration by either of the parties. Failing to reach an agreement regarding the nomination of an arbitrator, the head of the relevant ICC national committee (located in the Seller's country of incorporation; and absent such local committee in that specific country – the ICC UK Committee (www.iccuuk.net)) shall appoint an arbitrator at the request of any of the parties, a copy of which request for the appointment of an arbitrator shall be provided by the requesting party to the other party. Awards may be enforced in accordance with the 1958 New York Convention and judgment may be entered upon any award in any court having jurisdiction over the parties and/or their assets. The arbitrator's fees shall be paid by both parties in equal parts unless otherwise determined by the arbitrator. This provision shall survive any termination of any of the terms and conditions herein and shall be deemed to constitute an independent arbitration agreement between Buyer and Seller for all purposes and intents.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 2-26-2024

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 with the understanding that should a firefighter fall below 40% for the calendar year 2024, those calls, meeting and drills in January and February under the old policy will be considered.

**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.

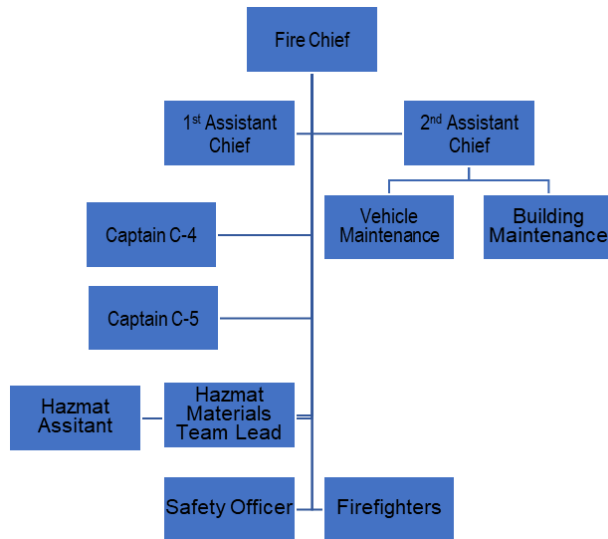
Consumption of alcohol, or illegal drugs by standby crew on required standby weekends is prohibited.

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

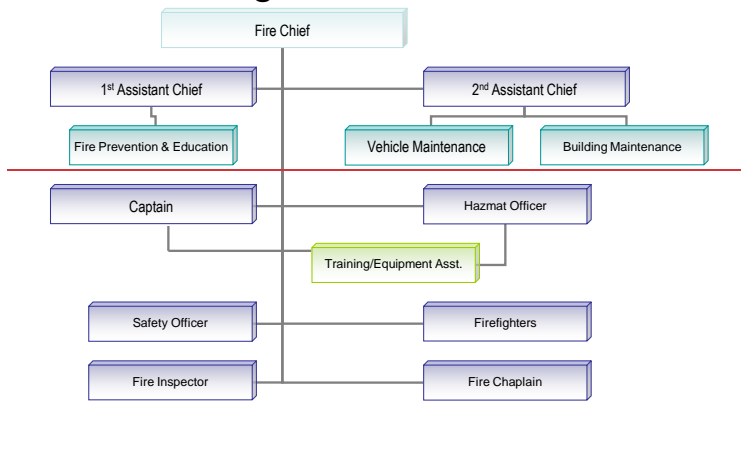
Disciplinary action will be taken for missed standby.

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.

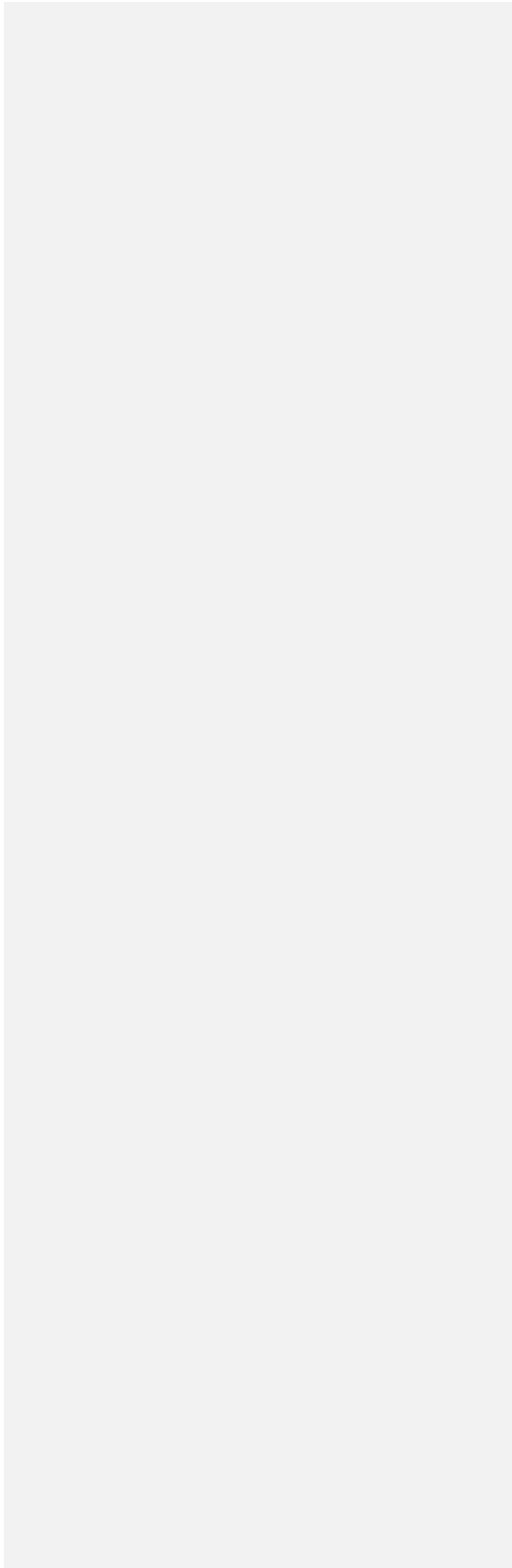
No person shall be allowed to have facial hair, which will impair the sealing of the face piece. Individuals are required to meet physical standards before being allowed to use SCBA's. Each year firefighters are to successfully pass a respiratory fit test for SCBA use.

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**HEPATITUS 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.

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

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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- (copius 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~~~~114~~, #115, #~~111~~, ~~Suburban-117~~w/ air trailer.
3. Commercial / Industrial fires: #~~114~~21~~116~~, #~~116~~~~115~~, #119, #~~114~~, #~~111~~~~115~~, #~~112~~, #~~114~~, ~~Suburban-117~~ w/ air trailer.
4. Grass fires: #~~114~~~~116~~ (or #~~115~~)~~115~~, #111, #113, #~~112~~, #~~21~~ #117. If additional personnel are needed, #~~116~~~~114~~~~114~~ will respond upon request of an officer.
5. Rescues: #114, #~~115~~~~116~~ (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~~~~115~~~~114~~, #~~111~~~~114~~, #~~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.

Formatted: Superscript

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: February 26, 2024

AGENDA ITEM: Consider donating twenty-five (25) abandoned bikes to Boys and Girls Club of Grand Rapids and Greenway

PREPARED BY: Chief Andy Morgan

BACKGROUND:

Grand Rapids Police Department is frequently called upon by concerned citizens regarding abandoned bikes. Abandoned bikes often found in all corners of town and are even routinely fished from the river after being thrown from the walking bridges. Responding law enforcement contact nearby residents in attempts to find the bike owner. Often such efforts are fruitless.

GRPD then stores the abandoned bikes with the hopes that the rightful owner will surface. The bike pile grows.

Statute and associated policy require that lost / abandoned property is held for sixty (60) days. All twenty-five (25) bikes have been held more than sixty (60) days.

GRPD has contacted the Boys and Girls Club of Grand Rapids and Greenway to see if they were interested in receiving such a donation. The Boys and Girls Club is excited to receive the bikes and intends on providing them to area families.

REQUESTED COUNCIL ACTION:

Make a motion to donate twenty-five (25) abandoned bikes to Boys and Girls Club of Grand Rapids and Greenway



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 26, 2024

AGENDA ITEM: Consider approving final payment in the amount of \$4,260.00 for access control improvements

PREPARED BY: Glen Hodgson

BACKGROUND:

As part of the Yanmar Arena project, on October 9, 2023 the Council accepted a quotation from Gartner Refrigeration to install an access control system (essentially a FOB system) for 2 exterior doors at the Arena. This work has proceeded to completion and both Dale Anderson and I recommend approval of the final payment.

The amount of this final payment is \$4,260.

Original Quotation Amount = \$18,260.

Final Quotation Amount = \$18,260.

No balancing change order is required for this quotation.

REQUESTED COUNCIL ACTION:

Make a motion approving final payment in the amount of \$18,260.00 for access control improvements.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 26, 2024

AGENDA ITEM: Consider approving change orders for Yanmar Arena Project

PREPARED BY: Glen Hodgson

BACKGROUND:

A total of 4 change orders related to the Yanmar Arena project are presented for Council approval.

Change Order 12 for Work Scope 7 (Mechanical) with Rapids Plumbing and Heating:

- Provides for plumbing changes that Arena Staff requested as additional work. This additional work included:
 - Water supply lines for concession equipment
 - Installation of a mop sink and faucet for building maintenance purposes
 - Repairs in the east lobby bathrooms and locker rooms
- Increases the Rapids Plumbing and Heating contract by \$9,672.00.

Change Order 24 for Work Scope 3 (General Construction) with TNT Construction Group:

- Is the long-awaited change order to authorize improvements in the lower lobby.
- Major components of this work include:
 - Laminated wall panels to match the wood-faced panels in the upper lobby.
 - New solid surface countertops.
 - New acoustical ceiling panels.
 - Demolition necessary to complete the above
 - Other work in the lower lobby (painting, epoxy flooring, stonework) has been previously approved by the Council.
- Increases TNT's contract by \$117,398.00.

Change Order 25 for Work Scope 3 (General Construction) with TNT Construction Group:

- Provides additional wall covering and window sills in the upper lobby.

- This proposed work is located just outside the elevator in the upper lobby at and below the handicapped viewing windows. The existing sheet rock wall at this location is already showing signs of wear and damage from contact by rink viewers. Laminated wall panels matching other walls in the upper lobby are proposed to prevent wall damage.
- Increases TNT's contract by \$5,610.00

Change Order 26 for Work Scope 3 (General Construction) with TNT Construction Group:

- Authorizes installation of a concrete masonry unit parapet wall at the southwest corner of the building roof as required by the relocation of RTU (roof-top air handling unit) 2.
- Increases TNT's contract by \$4,950.00.

In total, these four change orders increase the project cost by \$137,630.00. Sufficient funds remain in the project contingency to cover these costs.

REQUESTED COUNCIL ACTION:

Make a motion approving all 4 of these change orders.



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

Contract Change Order #026: CE #083 - FWO; CMU parapet at RTU 2

| | | | |
|-------------------------------|---|-------------------------|---|
| CONTRACT COMPANY: | TNT Construction Group, LLC 40 County Road 63 Grand Rapids, Minnesota 55744 | CONTRACT FOR: | SC-S19041C-003:Work Scope 03 - General Construction - TNT |
| DATE CREATED: | 2/22/2024 | CREATED BY: | Austin May (ICS - Park Rapids, MN) |
| CONTRACT STATUS: | Pending - In Review | REVISION: | 0 |
| REQUEST RECEIVED FROM: | | LOCATION | |
| DESIGNATED REVIEWER: | | REVIEWED BY: | |
| DUE DATE: | | REVIEW DATE: | |
| INVOICED DATE: | | PAID DATE: | |
| REFERENCE: | | CHANGE REASON: | Field Work Order |
| PAID IN FULL: | No | EXECUTED: | No |
| ACCOUNTING METHOD: | Amount Based | SCHEDULE IMPACT: | 0 days |
| FIELD CHANGE: | No | TOTAL AMOUNT: | \$4,950.00 |

DESCRIPTION:
CE #083 - FWO; CMU parapet at RTU 2
Added structural members for the RTU-2.

ATTACHMENTS:
[Re_IRA Civic Center- Grand Rapids_CE #083 - FWO_CMU parapet at RTU 2 Status changed from Under Review to Revise and Resubmit.msg](#)
[TNT CE 83 Rev 2.pdf](#)

CHANGE ORDER LINE ITEMS:
CCO #026

| # | Cost Code | Description | Type | Amount |
|---------------------|-------------------------|---------------------------|-------|-------------------|
| 1 | 5--5.03 - Work Scope 03 | FWO; CMU parapet at RTU 2 | Other | \$ 4,950.00 |
| Subtotal: | | | | \$4,950.00 |
| Grand Total: | | | | \$4,950.00 |

| | |
|---|-----------------|
| 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 | \$ 4,950.00 |
| The new contract sum including this Change Order will be | \$ 2,848,240.36 |
| The contract time will not be changed by this Change Order by 0 days | |

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

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

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

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



TNT Construction Group

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

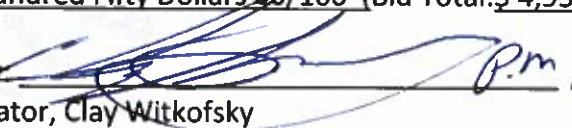
Proposal/Change order

- Today's Date 1-25-24
- Proposal submitted to: ICS
- Project name: IRA Civic Center Bid Pack 2
- Project Location: Grand Rapids MN
- Description of work: RTU 2 block work CE 83
- Date of drawings: N/A
- Addendums

Proposal Includes,

| | |
|---------------|----------|
| Bedrock Flint | 4,500.00 |
| TNT O&P | 450.00 |

We propose hereby to furnish equipment, material, and labor for the sum of:
Four Thousand Nine Hundred Fifty Dollars 00/100 (Bid Total:\$ 4,950.00)

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: _____

Rapids Plumbing and Heating, Inc.
 25767 US Highway 2
 Grand Rapids, MN 55744 US
 218-326-0073
 billing@rapidsplumbingandheating.com

Invoice

BILL TO
 City of GR
 Attn: Accounts Payable
 420 N Pokegama Ave
 Grand Rapids, MN 55744

SHIP TO
 City of GR
 IRA Civic Center
 1401 NW 3rd Ave
 Grand Rapids, MN 55744

| INVOICE # | DATE | TOTAL DUE | DUE DATE | TERMS | ENCLOSED |
|-----------|------------|------------|------------|----------------|----------|
| 21748 | 01/23/2024 | \$2,654.00 | 02/01/2024 | Due on receipt | |

| DATE | ACTIVITY | DESCRIPTION | AMOUNT |
|------------|--------------------|--|----------|
| 01/22/2024 | Extra | This work is extra and is not under Arena project. | 0.00 |
| | Labor Hours | - Added water piping in new concession area to feed coffee machine. - Added water piping to feed slushy machine in main lobby concession area. - Replaced abandoned main underground water line serving locker room "D" with new above ground water line in new shooting room. | 1,215.00 |
| | Materials | | 1,439.00 |

Thank you for your business.

| | |
|--------------------|-------------------|
| SUBTOTAL | 2,654.00 |
| TAX | 0.00 |
| TOTAL | 2,654.00 |
| BALANCE DUE | \$2,654.00 |

All credit card payments will be charged an extra 4%.

Invoice

Rapids Plumbing and Heating, Inc.
 25767 US Highway 2
 Grand Rapids, MN 55744 US
 218-326-0073
 billing@rapidsplumbingandheating.com

BILL TO
 City of GR
 Attn: Accounts Payable
 420 N Pokegama Ave
 Grand Rapids, MN 55744

SHIP TO
 City of GR
 IRA Civic Center
 1401 NW 3rd Ave
 Grand Rapids, MN 55744

| INVOICE # | DATE | TOTAL DUE | DUE DATE | TERMS | ENCLOSED |
|-----------|------------|------------|------------|----------------|----------|
| 21749 | 01/23/2024 | \$2,788.00 | 02/01/2024 | Due on receipt | |

| DATE | ACTIVITY | DESCRIPTION | AMOUNT |
|------------|--------------------|---|----------|
| 01/22/2024 | Extra | This work is extra and is not under the Arena project. Approved by Dale Anderson. | 0.00 |
| | Labor Hours | - Added floor mounted mop sink and faucet under stairwell. - Relocated existing electric water heater to make more accessible. | 1,620.00 |
| | Materials | | 1,168.00 |

Thank you for your business.

| | |
|--------------------|-------------------|
| SUBTOTAL | 2,788.00 |
| TAX | 0.00 |
| TOTAL | 2,788.00 |
| BALANCE DUE | \$2,788.00 |

All credit card payments will be charged an extra 4%.

Rapids Plumbing and Heating, Inc.
 25767 US Highway 2
 Grand Rapids, MN 55744 US
 218-326-0073
 billing@rapidsplumbingandheating.com

Invoice

BILL TO
 City of GR
 Attn: Accounts Payable
 420 N Pokegama Ave
 Grand Rapids, MN 55744

SHIP TO
 City of GR
 IRA Civic Center
 1401 NW 3rd Ave
 Grand Rapids, MN 55744

| INVOICE # | DATE | TOTAL DUE | DUE DATE | TERMS | ENCLOSED |
|-----------|------------|------------|------------|----------------|----------|
| 21747 | 01/23/2024 | \$4,230.00 | 02/01/2024 | Due on receipt | |

| DATE | ACTIVITY | DESCRIPTION | AMOUNT |
|------------|--------------------|---|--------------------|
| 01/22/2024 | Extra | This work is extra, not under Arena project. Approved by Dale Anderson. | 0.00 |
| | Labor Hours | East rink toilet and urinal repair (main lobby restrooms and locker rooms). | 1,080.00 |
| | Materials | | 1,447.00 |
| | | | Subtotal: 2,527.00 |
| | Labor Hours | West rink toilet repair and 3 faucet replacement. | 930.00 |
| | Materials | | 773.00 |
| | | | Subtotal: 1,703.00 |

Thank you for your business.

| | |
|--------------------|-------------------|
| SUBTOTAL | 4,230.00 |
| TAX | 0.00 |
| TOTAL | 4,230.00 |
| BALANCE DUE | \$4,230.00 |

All credit card payments will be charged an extra 4%.



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

Contract Change Order #025: CE #109 - PR 69 (Upper Lobby) Solid surface sills and wall covering

| | | | |
|-------------------------------|---|-------------------------|---|
| CONTRACT COMPANY: | TNT Construction Group, LLC 40 County Road 63 Grand Rapids, Minnesota 55744 | CONTRACT FOR: | SC-S19041C-003:Work Scope 03 - General Construction - TNT |
| DATE CREATED: | 2/22/2024 | CREATED BY: | Austin May (ICS - Park Rapids, MN) |
| CONTRACT STATUS: | Pending - In Review | REVISION: | 0 |
| REQUEST RECEIVED FROM: | | LOCATION | |
| DESIGNATED REVIEWER: | | REVIEWED BY: | |
| DUE DATE: | | REVIEW DATE: | |
| INVOICED DATE: | | PAID DATE: | |
| REFERENCE: | | CHANGE REASON: | Client Request |
| PAID IN FULL: | No | EXECUTED: | No |
| ACCOUNTING METHOD: | Amount Based | SCHEDULE IMPACT: | 0 days |
| FIELD CHANGE: | No | TOTAL AMOUNT: | \$5,610.00 |

DESCRIPTION:
CE #109 - PR 69 (Upper Lobby) Solid surface sills and wall covering
This CE is for the added wood veneer panel and sill top on the 2nd level lobby space in the handicap area overlooking the arena.

ATTACHMENTS:
[St. Germaines.PDF](#) [TNT RFP 69.pdf](#) [17073.3 - RFP 69 - Solid Surface Sill and Wall Covering.pdf](#)

CHANGE ORDER LINE ITEMS:
CCO #025

| # | Cost Code | Description | Type | Amount |
|---------------------|-------------------------|---|-------|-------------------|
| 1 | 5--5.03 - Work Scope 03 | PR 69 (Upper Lobby) Solid surface sills and wall covering | Other | \$ 5,610.00 |
| Subtotal: | | | | \$5,610.00 |
| Grand Total: | | | | \$5,610.00 |

| | |
|---|-----------------|
| 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 | \$ 5,610.00 |
| The new contract sum including this Change Order will be | \$ 2,848,900.36 |
| The contract time will not be changed by this Change Order by 0 days | |

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

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

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

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



TNT Construction Group

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

Proposal/Change order

- Today's Date: 2-2-24
- Proposal submitted to: ICS
- Project name: IRA Civic Center Bid Pack 2
- Project Location: Grand Rapids MN
- Description of work: RFP 69
- Date of drawings: N/A
- Addendums

Proposal Includes, Pricing RFP 69

| | |
|---------------|----------|
| St. Germain's | 5,100.00 |
| TNT O&P | 510.00 |

We propose hereby to furnish equipment, material, and labor for the sum of:
Five Thousand Six Hundred Ten Dollars 00/100 (Bid Total:\$ 5,610.00)

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: _____



Change Order

Order#: 6

Order Date: 02/02/2024

To: TNT Construction Group, LLC
40 Co Rd 63
Grand Rapids MN 55744

Project: 48463
IRA Civic Center Renovation
1401 NW 3rd Ave
Grand Rapids MN 55744

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached

Ordered By: 189 Christian Heifner

Customer Order:

Specifications Attached

| Description of Work | Amount |
|--------------------------------------|----------|
| ADD 217 SSF Sill & Hardstop Wainscot | 4,010.00 |
| Install | 1,090.00 |

Notes

RFP 069 - 218 Public Space - Elevation 3/A6.2
ADD Corian Sill & Apron
ADD WA Hardstop Wainscot & Channel
Delivered & Installed by St Germain's

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

\$5,100.00

| | |
|--|-------------|
| The original Contract Sum was | \$74,765.00 |
| Net change by previous Change Orders | \$12,620.00 |
| The Contract Sum prior to this Change Order | \$87,385.00 |
| The Contract Sum will be changed by this Change Order | \$5,100.00 |
| The new Contract Sum including this Change Order will be | \$92,485.00 |
| The Contract Time will be changed by | 0 Days |

Owner: _____ Date: _____

Contractor: _____ Date: _____

RFP Request for Proposal



Project Name IRA Civic Center - Grand Rapids

Project No 017073.30

Location Grand Rapids, MN

Owner City of Grand Rapids

Const. Manager ICS

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within ten days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.


RFP No 69

| RFP Date | RFP Title |
|----------|---|
| 1/9/2024 | Solid Surface Sill and Wall Covering |

RFP Description

Provide labor & material pricing as per the attached DSGW RFP 69 Memo, dated 01/09/2024

RFP Attachments

- 1  17073.30 RFP 69 Memo.pdf
- 2
- 3

| RFP Cost | RFP Status | RFP Approved Date | RFP Requested By |
|----------|------------|-------------------|------------------|
|----------|------------|-------------------|------------------|

Owner Contractor Architect Existing Condition



MEMO

project IRA Civic Center Renovaton
project # 017073.30
date 01/09/2024
subject RFP # 69 - Solid Surface Sill and Wall Covering
from John E. Erickson DSGW Architecture
to ICS
cc file

Drawing Sheets:

A2.2 Level 2 Floor Plan

1. 1/A2.2: Shows location of modification. Add solid surface sill laminate wall covering.

A6.2 Int. Elevations / Building Section

1. 2/A6.2: Shows location of modification in elevation.

A6.4 Wall Sections

1. 6/A6.4: Add wall covering and solid surface sill laminate wall covering.

A8.1 Details

1. 9/A8.1: Add laminate panel wall covering.
2. 12/A8.1: Add solid surface sill laminate wall covering.

Attachments:

- *Architectural Drawing Sheets: A2.2, A6.2, A6.4 and A8.1 (30x42)(4 pages)*

END OF MEMO

Project Name:
 IRA Civic Center
 - Renovation

Bid Package
 #2

Project Location:
 1401 NW 3rd Ave
 Grand Rapids, MN
 55744

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 THE CONSULTANT HAS REVIEWED THE PROJECT ONLY FOR CONFORMANCE WITH THE MINNESOTA STATE ARCHITECTURE ACT AND DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED HEREIN.

| BID PRICE | REVISION/NO. | DATE |
|-----------|--------------|------------|
| \$\$\$ | 001 | 2020/01/13 |
| \$\$\$ | 002 | 2020/01/13 |
| \$\$\$ | 003 | 2020/01/13 |
| \$\$\$ | 004 | 2020/01/13 |
| \$\$\$ | 005 | 2020/01/13 |
| \$\$\$ | 006 | 2020/01/13 |
| \$\$\$ | 007 | 2020/01/13 |
| \$\$\$ | 008 | 2020/01/13 |
| \$\$\$ | 009 | 2020/01/13 |
| \$\$\$ | 010 | 2020/01/13 |
| \$\$\$ | 011 | 2020/01/13 |
| \$\$\$ | 012 | 2020/01/13 |
| \$\$\$ | 013 | 2020/01/13 |
| \$\$\$ | 014 | 2020/01/13 |
| \$\$\$ | 015 | 2020/01/13 |
| \$\$\$ | 016 | 2020/01/13 |
| \$\$\$ | 017 | 2020/01/13 |
| \$\$\$ | 018 | 2020/01/13 |
| \$\$\$ | 019 | 2020/01/13 |
| \$\$\$ | 020 | 2020/01/13 |

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.

Signature: _____
 Printed Name: Jason E. Erickson, MCAH, LEED AP
 Date: 07/01/22 Reg. No.: 2020

Project Information:
 Project No.: 017073.30
 Drawn By: GIP
 Checked By: JEE
 Date: July 1, 2022

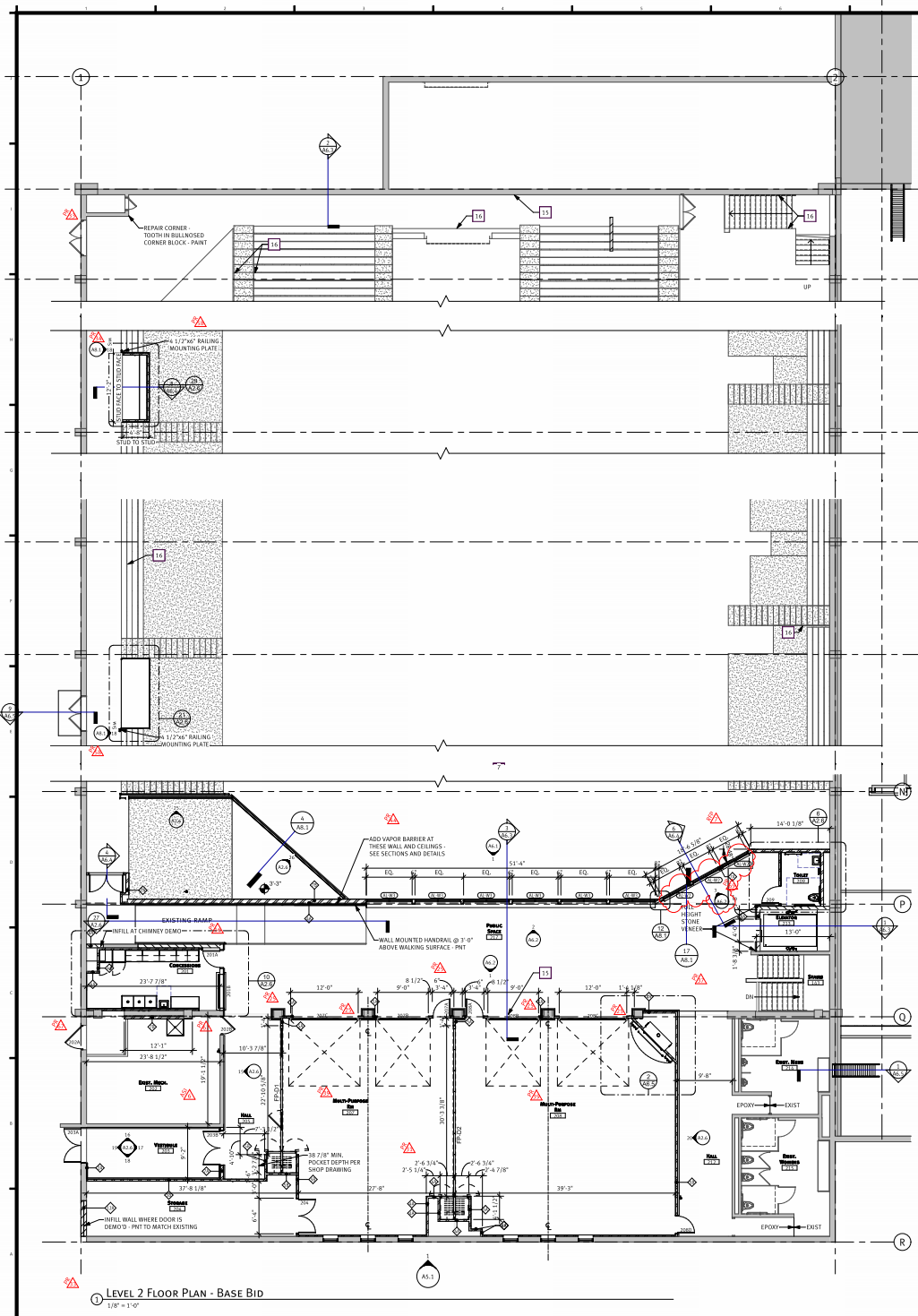
Sheet Title:
 Level 2 Floor Plan

Sheet Number:

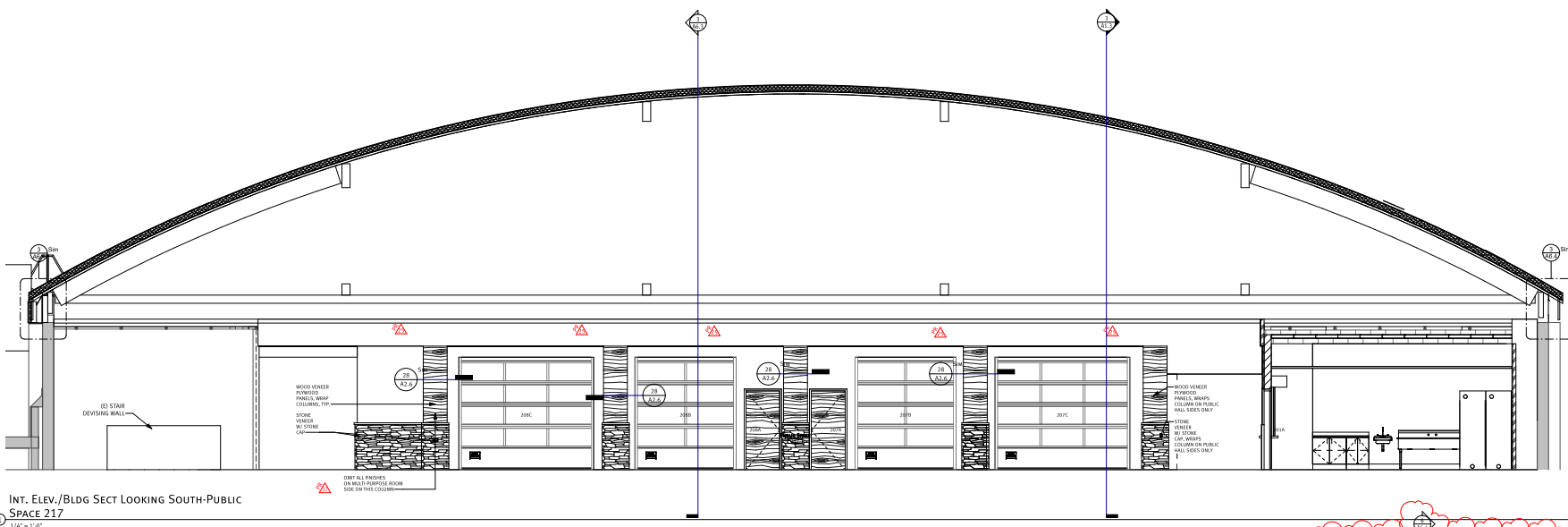


PERSPECTIVE-BASE BID

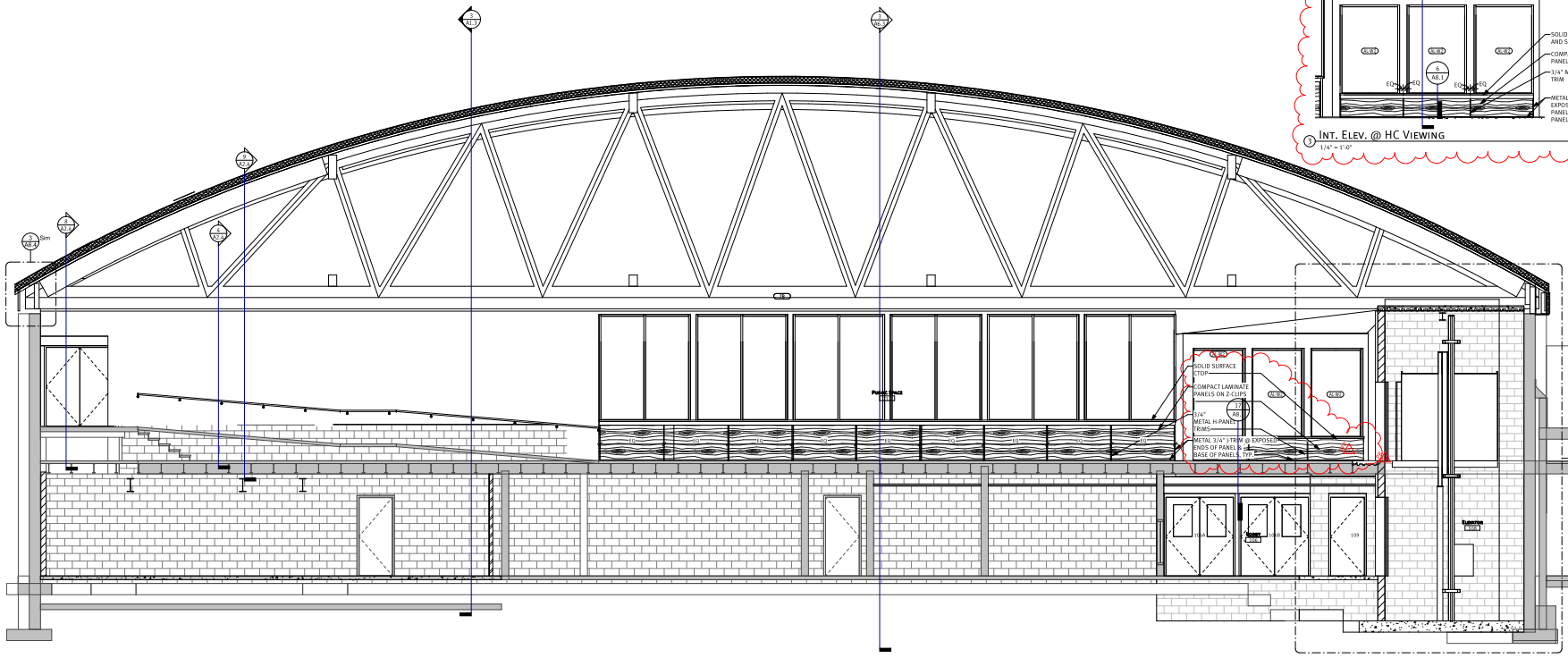
- FLOOR PLAN NOTES**
- 1 PROVIDE NEW FLOOR OVER AREA OF EXISTING GLAZED BLOCK. SEE INTERIOR ELEVATIONS. FIELD VERIFY DIMENSIONS OF EXISTING GLAZED BLOCK AREA.
 - 2 PROVIDE NEW FINISH WRAPPING COLUMN FACE. SEE INTERIOR ELEVATIONS. FIELD VERIFY DIMENSIONS.
 - 3 DEMO EXISTING PLAM CUPS. PROVIDE NEW COUNTERTOP AROUND COLUMN. SEE INTERIOR ELEVATIONS. FIELD VERIFY DIMENSIONS.
 - 4 DEMO EXISTING PLAM CUPS & PLAM ACCENT PANEL. PROVIDE NEW COUNTERTOP & WALL FINISH OVER EXIST. SEE ELEVATIONS. EXIST. COUSING DOOR TO REMAIN.
 - 5 PROVIDE NEW PAINT FINISH ON INTERIOR SIDE OF EXIST. HAN WINDOW FRAME.
 - 6 PROVIDE NEW PAINT FINISH ON EXIST. METAL DOORS AND FRAME SYSTEM (BOTH SIDES).
 - 7 DEMO EXISTING FLOOR COVERING & ASSOCIATED BASE & PROVIDE NEW EPOXY FLOOR FINISH & VINYL WALL BASE. ADD ALUMI. PROVIDE INTEGRAL EPOXY FLASH COVE BASE.
 - 8 PROVIDE NEW FINISH FLOOR ALL WALLS.
 - 9 PROVIDE NEW PAINT FINISH ON EXIST. METAL DOORS AND FRAME SYSTEM INTERIOR SIDE ONLY.
 - 10 DEMO EXISTING PLAM CUPS & BASE CABS. SEE ELEVATIONS FOR NEW CASTWORK.
 - 11 DEMO EXISTING CARPET GRILLE STRIPS & REPLACE WITH NEW CARPET STRIPS (OVER EXISTING SYSTEM).
 - 12 DEMO EXISTING PERIMETER RUBBER TILES & PROVIDE NEW EPOXY FINISH W/ INTEGRAL FLASH COVE BASE.
 - 13 DEMO EXISTING FLOOR COVERING & ASSOCIATED BASE & PROVIDE NEW EPOXY FLOOR FINISH & INTEGRAL FLASH COVE EPOXY BASE.
 - 14 REMOVE EXISTING SIGNAGE & PROVIDE NEW W/ DIMENSIONAL LETTER SIGNAGE ABOVE DOOR TO READ "BILL WILSON/ALD VENUE".
 - 15 PAINT GABLE END WALL INTERIOR "WHITE".
 - 16 PAINT EXISTING RAILINGS IN THE VIEW SEATING AREA INCLUDING BUT NOT LIMITED TO AT THE TOP ROW OF SEATING, ISLE WAYS AND STAR HANDRAILS.



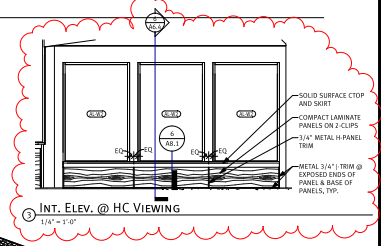
LEVEL 2 FLOOR PLAN - BASE BID
 1/8" = 1'-0"



INT. ELEV./BLDG SECT LOOKING SOUTH-PUBLIC SPACE 217
 1/4" = 1'-0"



OBSERVATION DECK 206 - NORTH
 1/4" = 1'-0"



INT. ELEV. @ HC VIEWING
 1/4" = 1'-0"

Item 20.

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 ARCHITECTURE
 enriching communities

dsgw
 ARCHITECTURE
 enriching communities

CMTA
 COMMUNITY MANAGEMENT TEAM

Northland
 CONSULTING ENGINEERS

Project Name:
 IRA Civic Center
 - Renovation

Bid Package
 #2

Project Location:
 1401 NW 3rd Ave
 Grand Rapids, MN
 55744

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 THE CLIENT HAS REVIEWED THIS PLAN AND APPROVES IT FOR THE PROJECT ONLY. THIS PLAN IS NOT TO BE USED FOR ANY OTHER PROJECTS WITHOUT THE WRITTEN PERMISSION OF ICS CONSULTING.

| BID PACKAGE | REVISION/ISSUE | NO. | DATE |
|-------------|----------------|-----|------------|
| ISS | ISS | 1 | 2021/01/13 |
| ISS | ISS | 2 | 2021/01/01 |
| ISS | ISS | 3 | 2021/01/06 |
| ISS | ISS | 4 | 2021/01/09 |

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.

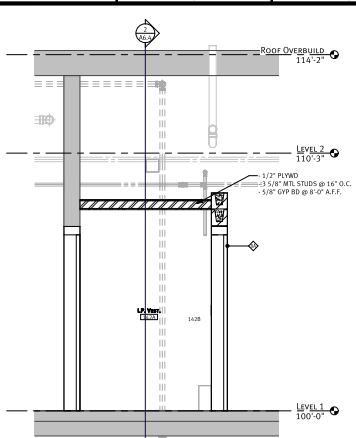
Signature:
 Printed Name: John S. Erickson, MCAH, LEED AP
 Date: 07/01/22 Reg. No.: 30220

Project Information:
 Project No.: 017073.30
 Drawn By: GJP
 Checked By: JEE
 Date: July 1, 2022

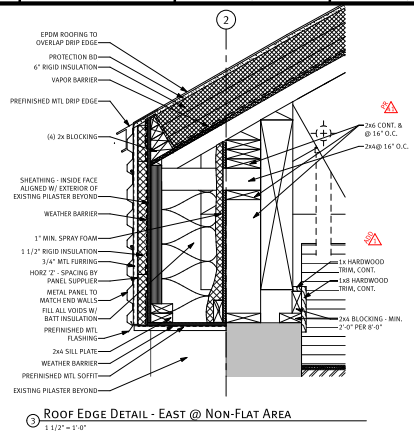
Sheet Title:
 Int. Elevations / Building Section

Sheet Number:

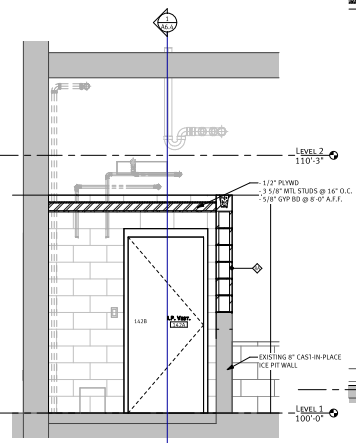
151



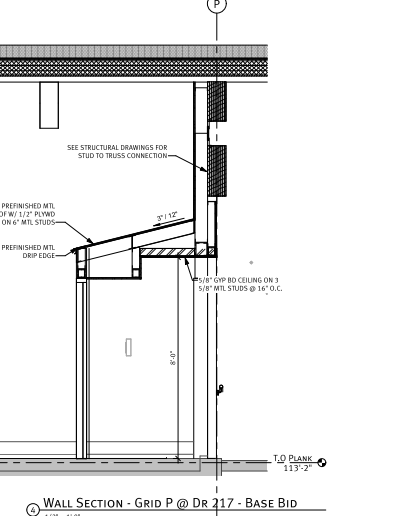
N-S Wall Section @ Ice Plant Vestibule
142A
1/2" = 1'-0"



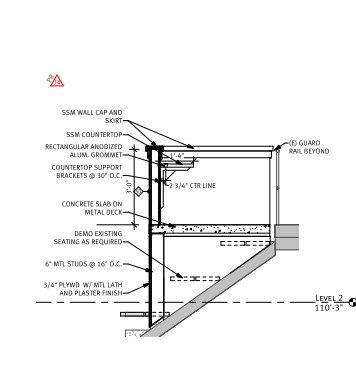
Roof Edge Detail - East @ Non-Flat Area
1 1/2" = 1'-0"



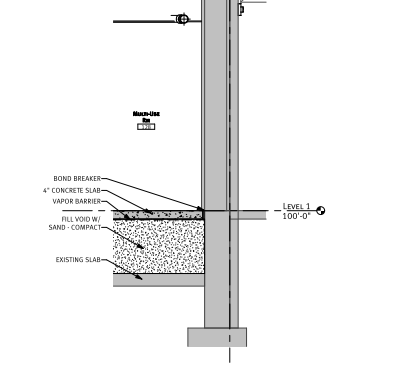
E-W Wall Section @ Ice Plant Vestibule
142A
1/2" = 1'-0"



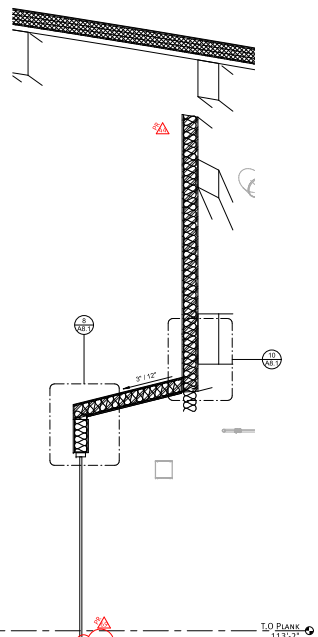
Wall Section - Grid P @ Dr 217 - Base Bid
1/2" = 1'-0"



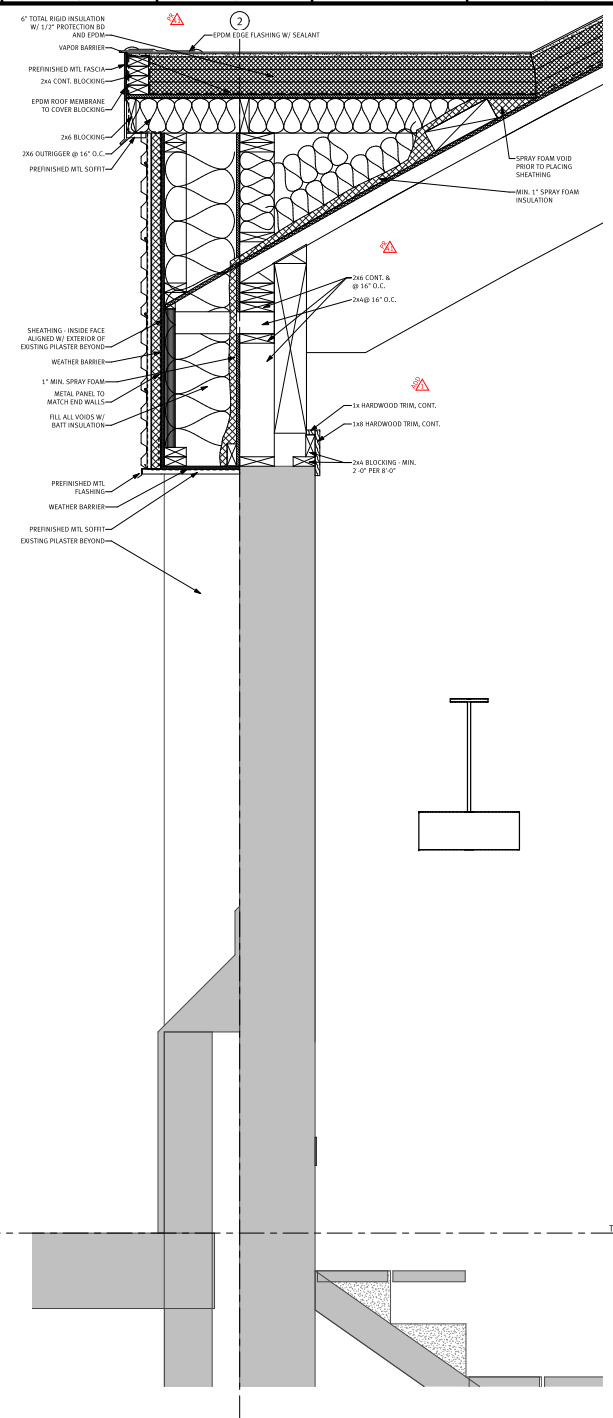
Press Box Section
1/2" = 1'-0"



Section @ Alt. #3
1/2" = 1'-0"



Wall Section @ HC Seating Pub Space 217
1/2" = 1'-0"



Wall Section - East Wall
1 1/2" = 1'-0"

Item 20.

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CMTA

Northland

Project Name:
IRA Civic Center
- Renovation

Bid Package
#2

Project Location:
1401 NW 3rd Ave
Grand Rapids, MN
55744

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THE FOLLOWING HAS BEEN PREPARED FOR THE PROJECT ONLY. THE USER ASSUMES ALL LIABILITY FOR THE ACCURACY OF THE INFORMATION AND THE USER'S OBLIGATION TO OBTAIN NECESSARY PERMITS AND REGULATORY APPROVALS.

| BID PACKAGE | REVISION/ISSUE | NO. | DATE |
|-------------|----------------|-----|------------|
| ISS | PK | 1 | 2020/06/22 |
| ISS | PK | 41 | 2020/06/26 |
| ISS | PK | 44 | 2020/07/19 |
| ISS | PK | 45 | 2020/07/19 |

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.

Signature:
Printed Name: James E. Erickson, ARCH, LEED AP
Date: 07/01/22 Reg. No.: 3000

Project Information:
Project No.: 017073.30
Drawn By: GJP
Checked By: JEE
Date: July 1, 2022

Sheet Title:
Wall Sections

Sheet Number:

Project Name:
IRA Civic Center
- Renovation

Bid Package
#2

Project Location:
1401 NW 3rd Ave
Grand Rapids, MN
55744

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| REV | NO. | DESCRIPTION | DATE |
|-----|-----|-------------------|----------|
| REV | 01 | ISSUED FOR PERMIT | 02/01/22 |
| REV | 02 | ISSUED FOR PERMIT | 02/01/22 |
| REV | 03 | ISSUED FOR PERMIT | 02/01/22 |
| REV | 04 | ISSUED FOR PERMIT | 02/01/22 |
| REV | 05 | ISSUED FOR PERMIT | 02/01/22 |
| REV | 06 | ISSUED FOR PERMIT | 02/01/22 |
| REV | 07 | ISSUED FOR PERMIT | 02/01/22 |
| REV | 08 | ISSUED FOR PERMIT | 02/01/22 |
| REV | 09 | ISSUED FOR PERMIT | 02/01/22 |

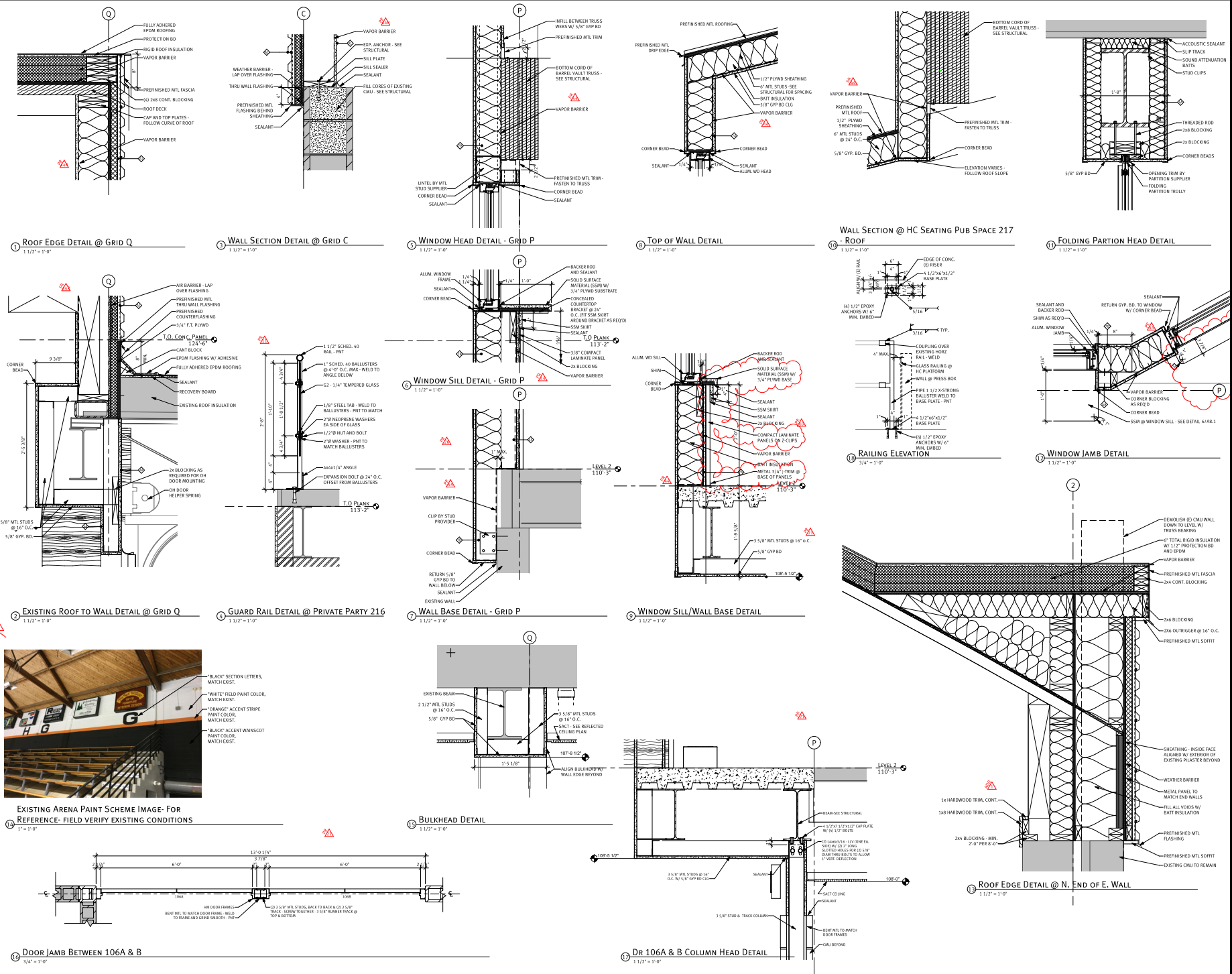
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.

Signature:
Printed Name: James E. Erickson, ARCH, LEED AP
Date: 07/01/22 Reg. No.: 3000

Project Information:
Project No.: 017073.30
Drawn By: GJP
Checked By: JEE
Date: July 1, 2022

Sheet Title:
Details

Sheet Number:





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

Contract Change Order #024: CE #108 - Phase 2 (PR 53 select scope) East Lobby Finishes

| | | | |
|-------------------------------|---|-------------------------|---|
| CONTRACT COMPANY: | TNT Construction Group, LLC 40 County Road 63 Grand Rapids, Minnesota 55744 | CONTRACT FOR: | SC-S19041C-003:Work Scope 03 - General Construction - TNT |
| DATE CREATED: | 2/22/2024 | CREATED BY: | Austin May (ICS - Park Rapids, MN) |
| CONTRACT STATUS: | Pending - In Review | REVISION: | 0 |
| REQUEST RECEIVED FROM: | | LOCATION | |
| DESIGNATED REVIEWER: | | REVIEWED BY: | |
| DUE DATE: | | REVIEW DATE: | |
| INVOICED DATE: | | PAID DATE: | |
| REFERENCE: | | CHANGE REASON: | Client Request |
| PAID IN FULL: | No | EXECUTED: | No |
| ACCOUNTING METHOD: | Amount Based | SCHEDULE IMPACT: | 0 days |
| FIELD CHANGE: | No | TOTAL AMOUNT: | \$117,398.00 |

DESCRIPTION:
CE #108 - Phase 2 (PR 53 select scope) East Lobby Finishes
See the attached PR. Provide a Quote with a detailed cost breakdown for the following scopes: PLAM panels, solid surface tops, new SACT, and related demolition for these scopes. Exclude stone masonry. Painting, epoxy flooring, and vinyl wall base were already done in 2023.

ATTACHMENTS:
[RFP 53 revised 2-12-24.pdf](#) [17073.3 - RFP 53 - Lower Level Lobby Remodel.pdf](#)

CHANGE ORDER LINE ITEMS:
CCO #024

| # | Cost Code | Description | Type | Amount |
|---------------------|-------------------------|--|-------|---------------|
| 1 | 5--5.03 - Work Scope 03 | Phase 2 (PR 53 select scope) East Lobby Finishes | Other | \$ 117,398.00 |
| Subtotal: | | | | \$117,398.00 |
| Grand Total: | | | | \$117,398.00 |

| | |
|---|-----------------|
| 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 | \$ 117,398.00 |
| The new contract sum including this Change Order will be | \$ 2,960,688.36 |
| The contract time will not be changed by this Change Order by 0 days | |

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

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

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

| | | | | | |
|-----------|------|-----------|------|-----------|------|
| SIGNATURE | DATE | SIGNATURE | DATE | SIGNATURE | DATE |
|-----------|------|-----------|------|-----------|------|



TNT Construction Group

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


Proposal/Change order

- Today's Date 2-12-24
- Proposal submitted to: ICS
- Project name: IRA Civic Center Bid Pack 2
- Project Location: Grand Rapids MN
- Description of work: RFP 53
- Date of drawings: N/A
- Addendums

Proposal Includes,

| | |
|---|-----------|
| Schaefer Acoustics ACT | 16,348.00 |
| St. Germain | 83,880.00 |
| TNT O&P | 10,022.00 |
| TNT Labor Demo Plam Tops, Install and maintain floor protection. | |
| Supervision 53 hrs. @ 92 | 4,876.00 |
| Demo ceiling tiles for Scheafer 16 @ 92 | 1,472.00 |
| 1 dumpster | 800.00 |

We propose hereby to furnish equipment, material, and labor for the sum of:
One Hundred Seventeen Thousand Three Hundred Ninety Eight DOLLARS 00/100
 (Bid Total: \$ 117,398.00)

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>

RFP Request for Proposal



Project Name IRA Civic Center - Grand Rapids

Project No 017073.30

Location Grand Rapids, MN

Owner City of Grand Rapids

Const. Manager ICS

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within ten days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

RFP No 53

| RFP Date | RFP Title |
|-----------|---------------------------|
| 8/23/2023 | Lower Level Lobby Remodel |

RFP Description

Provide labor & material pricing for the Lower Level Lobby remodel as per that attached drawing sheets A9.1 & A9.2 and as noted below:

A9.1 - LOBBY & CONCESSIONS PLANS & ELEVATIONS

1. ADDED sheet.

A9.2 - LOBBY & CONCESSION INTERIOR FINISH MATERIAL & DETAILS

1. ADDED sheet.

RFP Attachments

1  DSGW ASI 53 Drawings - A9.1 & A9.2.pdf

2

3

| RFP Cost | RFP Status | RFP Approved Date | RFP Requested By |
|----------|------------|-------------------|------------------|
|----------|------------|-------------------|------------------|

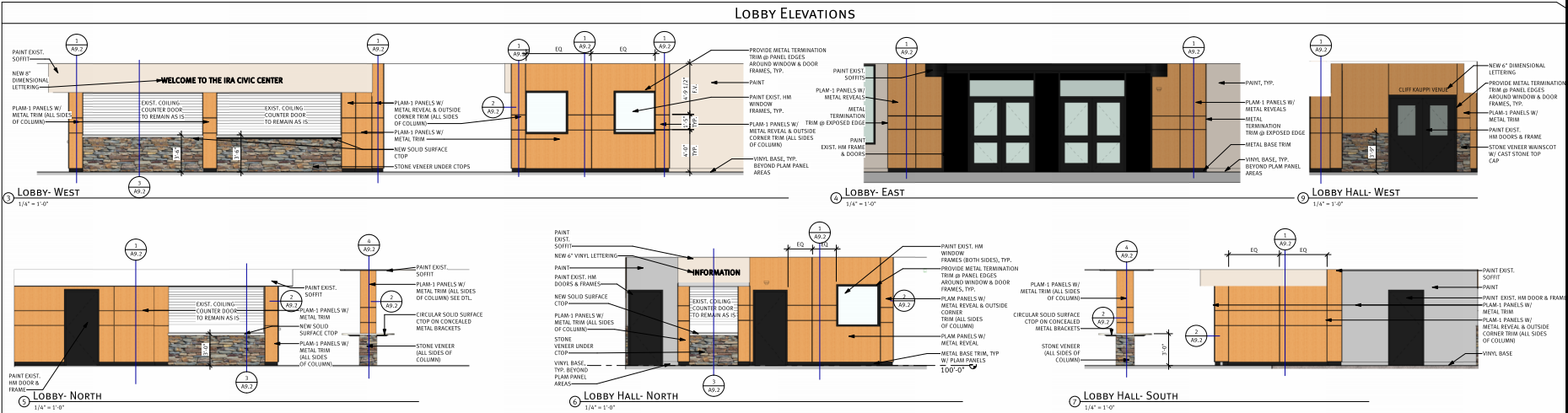
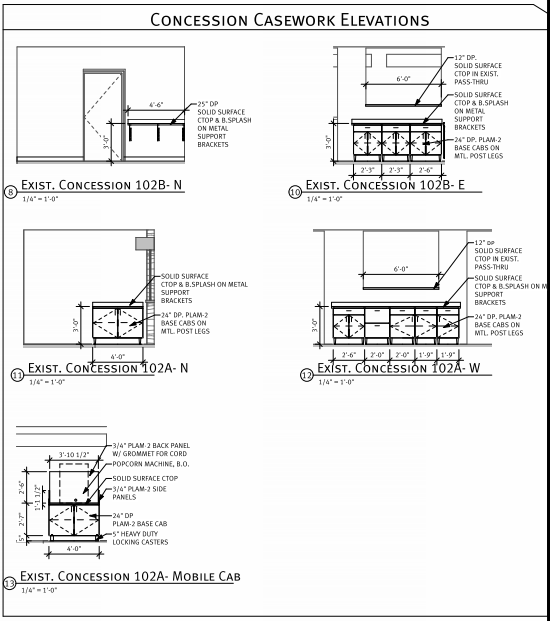
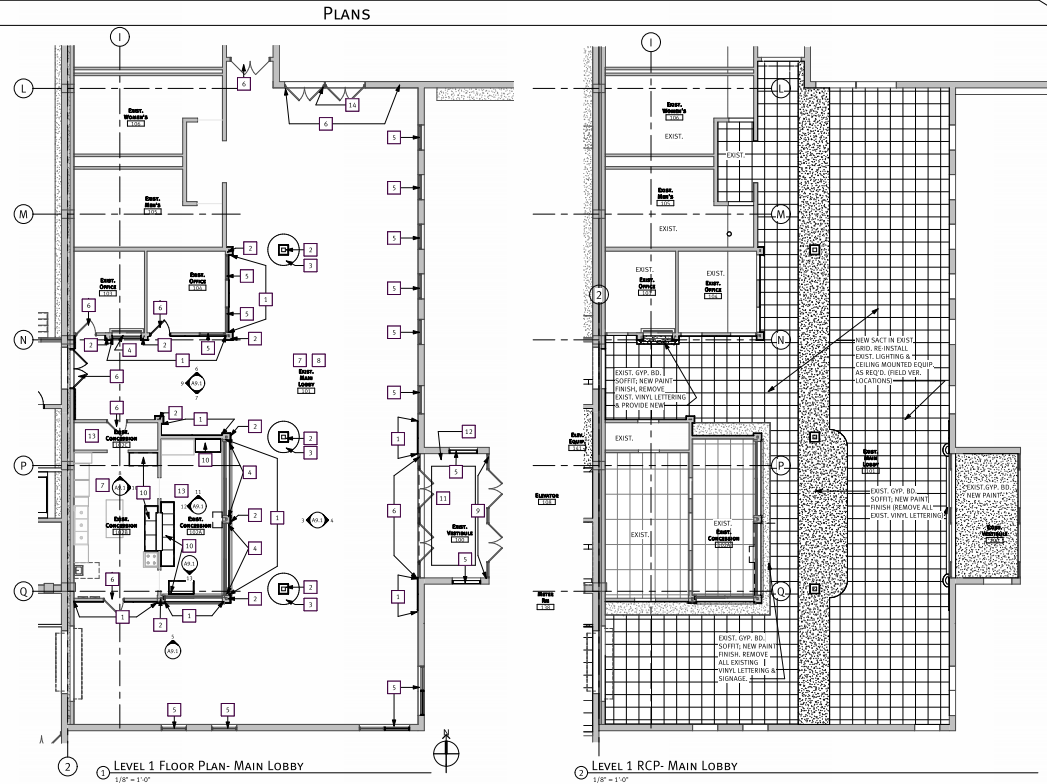
Owner Contractor Architect Existing Condition

- ### DEMO GENERAL NOTES
1. DEMOLITION NOTES AND PLANS ARE PROVIDED AS A GUIDE ONLY. CONTRACTOR TO VERIFY EXISTING CONDITIONS AND EXAMINE DRAWINGS AND DETAILS TO DETERMINE EXISTING AND ANY UNUSUAL DEMOLITION TO ACCOMMODATE NEW CONSTRUCTION.
 2. CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF ALL ASPECTS OF DEMOLITION AND RECONSTRUCTION. CONTRACTOR TO COORDINATE NEW WORK PLAN DEMOLITION AND INSTALLATION OF NEW MATERIALS AND FINISHES, AS REQUIRED, WHETHER INDICATED ON DRAWINGS OR NOT.
 3. DEMOLITION NOTES WITHOUT LEGEND INDICATE THAT THE NOTE APPLIES TO THE ENTIRE ROOM.
 4. CONTRACTORS SHALL COORDINATE ALL DEMOLITION WORK FINISHING AND SEQUENCING WITH OWNER PRIOR TO START OF CONSTRUCTION.
 5. VERIFY EXISTING WALL TYPE BY WALL TYPE OR WALL EXTENSION AREA. IF EXISTING WALL TYPE DOES NOT MATCH THE CALLED OUT WALL TYPE, INITIAL RECORD TO MATCH EXISTING WALL TYPE AND/OR.
 6. VERIFY EXISTING WALL MATERIALS TO BE REMOVED (SPERMALD, STG, GIB, BRICK, ETC.).
 7. PROVIDE TRANSITION STRIP AT AREAS OF NEW FLOORING MEETING EXISTING FLOORING AND AT NEW DOOR OPENINGS IN EXISTING WALLS. PATCH FLOOR AS REQUIRED.
 8. PATCH FLOORS AS NEEDED FOR NEW FINISHES.
 9. REMOVE EXISTING WALL MOUNTED ITEMS SUCH AS GRAB BARS, HORIZONTAL BARER TOWEL DISPENSERS, TOILET PAPER DISPENSERS, SOAP DISPENSERS, PAPER HAND DRYERS, ETC. IN DEMOLITION AREA. PATCH EXISTING WALLS AS REQUIRED.
 10. PATCH DOORS, WALLS & CEILING DISTORTED BY DEMOLITION. PATCH TO MATCH EXISTING FINISHES AS REQUIRED.
 11. REMOVE ALL FINISHES, ADHESIVE, OR OTHER MATERIALS THAT COME INTO CONTACT WITH NEW FINISHES SCHEDULED IN EXISTING OR NEWLY RELOCATED SPACES.
 12. VERIFY ANY ITEMS TO BE RETAINED FOR OWNERS USE PRIOR TO REMOVAL.
 13. PROVIDE PROTECTION AND BE RESPONSIBLE FOR OWNER'S EQUIPMENT, FURNITURE AND ANY EXISTING ITEMS TO BE REMOVED OR REPAIR OR REPLACE ANY DAMAGED AREAS AS A RESULT OF THE WORK. ALL EXISTING FINISHES TO BE REMOVED SHALL BE CLEANED AT THE CONSTRUCTION. DOCUMENT ANY EXISTING CONDITIONS OR DAMAGES PRIOR TO THE START OF CONSTRUCTION.
 14. SEE DETAILS 11A.1 AND 21A.1 FOR EXTERIOR DEMOLITION OF CMU WALL AT EXTERIOR EAST WALL.

- ### FLOOR PLAN GENERAL NOTES
- A. INTERIOR DIMENSIONS ARE TO FINISHED FACE OF STUD WALL, FACE OF MASONRY WALLS TO CENTERLINE OF COLUMN OR TO OTHER END POINTS UNLESS OTHERWISE NOTED. DIMENSIONS LABELED AS CLEAR ON CLR INDICATE CLEARANCE TO FINISHED FACE OF WALL. DIMENSIONS LABELED AS FINISH FACE OF EXISTING WALL IF APPLICABLE. FIELD VERIFY ALL EXISTING DIMENSIONS.
 - B. FURNITURE & EQUIPMENT SHOWN IS FOR REFERENCE ONLY AND IS NOT INCLUDED IN THE CONTRACT.
 - C. VERIFY LOCATIONS OF ALL WALL & CEILING MOUNTED EQUIPMENT.

- ### FLOOR PLAN NOTES
1. PROVIDE NEW FINISH OVER AREA OF EXISTING GLAZED BLOCK. SEE CONCRETE ELEVATIONS. FIELD VERIFY DIMENSIONS OF EXISTING GLAZED BLOCK AREA.
 2. PROVIDE NEW FINISH WRAPPING COLUMN FACE. SEE INTERIOR ELEVATIONS. FIELD VERIFY DIMENSIONS.
 3. DEMO EXISTING PLAM CTDPS. PROVIDE NEW COUNTERTOP AROUND COLUMNS. SEE INTERIOR ELEVATIONS. FIELD VERIFY DIMENSIONS.
 4. DEMO EXISTING PLAM CTDPS & PLAM ACCENT PANEL. PROVIDE NEW NEW CTDPS AT WALL FINISH OVER EXIST. SEE ELEVATIONS. EXIST. CTDPS COLING DOOR TO REMAIN.
 5. PROVIDE NEW PAINT FINISH ON INTERIOR SIDE OF EXIST. HM WINDOW FRAME.
 6. PROVIDE NEW PAINT FINISH ON EXIST. METAL DOORS AND FRAME SYSTEM (BOTH SIDES).
 7. DEMO EXISTING FLOOR COVERING & ASSOCIATED BASE & PROVIDE NEW EPXY FLOOR FINISH & VINYL WALL BASE. ADD ALTR. PROVIDE INTEGRAL EPXY FLASH COVE BASE.
 8. PROVIDE NEW PAINT FINISH ON ALL WALLS.
 9. PROVIDE NEW PAINT FINISH ON EXIST. METAL DOORS AND FRAME SYSTEM INTERIOR SIDE ONLY.
 10. DEMO EXISTING PLAM CTDPS & BASE CABS. SEE ELEVATIONS FOR NEW CASEWORK.
 11. DEMO EXISTING CARPET GRILLE STRIPS & REPLACE WITH NEW CARPET STRIPS (REMOVE EXISTING SYSTEM).
 12. DEMO EXISTING PERIMETER RUBBER TUBES & PROVIDE NEW EPXY FINISH IN INTEGRAL FLASH COVE BASE.
 13. DEMO EXISTING FLOOR COVERING & ASSOCIATED BASE & PROVIDE NEW EPXY FLOOR FINISH & INTEGRAL FLASH COVE EPXY BASE.
 14. REMOVE EXISTING SIGNAGE & PROVIDE NEW PROFESSIONAL LETTER SIGNAGE ABOVE DOOR TO READ "BILL MCCOYLAND VENUE."

- ### ELECTRICAL GENERAL NOTES
1. LIGHTING: DISCONNECT LIGHTING FROM CEILING SYSTEM AS REQUIRED TO FACILITATE FLOOR REPAIRS. CLEAR EXISTING FIXTURES AND RECONNECT AS REQUIRED TO EXISTING CIRCUITS AND CONTROLS.
 2. POWER: REFER TO ARCHITECTURAL PLANS FOR LOCATIONS ASSOCIATED WITH NEW WALL FINISHES AND SYSTEMS. ON ASSOCIATED REMOVED WALLS, REMOVE EXISTING DEVICES AND COORDINATE, PROVIDE ROSE EXTENSIONS, AND REPLACE DEVICES IN ROOM WITH NEW COORDINATE COORDINATION BY ARCHITECT.
 3. LOW VOLTAGE (LV) SYSTEMS: DISCONNECT AND RECONNECT LV SYSTEM DEVICES AS REQUIRED TO FACILITATE CEILING AND REPAIRS.
 4. GENERAL: COMPLETE FLOOR ORIENTATION SEE VISIT TO FINISHES SCOPE OF WORK REQUIRED FOR ITEMS NOTED ABOVE. ANY ADDITIONAL ITEMS NOT LISTED ABOVE AND DISCOVERED DURING THE VISIT THAT ARE IMPACTED BY THE ARCHITECTURAL SCOPE IDENTIFIED, SHALL BE INCLUDED. UPDATE ALL CONTRACTED DOCUMENTS TO INCLUDE FINAL AS CONSTRUCTION CONDITIONS.



Item 20.

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ARCHITECTURE
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CMTA

Northland
CONCRETE CONTRACTORS
CONCRETE CONTRACTORS OF MINNESOTA
CONCRETE CONTRACTORS OF MINNESOTA

Project Name:
**IRA Civic Center
- Renovation**

Bid Package
#2

Project Location:
**1401 NW 3rd Ave
Grand Rapids, MN
55744**

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| BID PRICE | REVISIONS | NO. | DATE |
|-----------|-----------|-----|--------|
| 000 | 000 | 000 | 000000 |

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.

Signature: *[Signature]*

Printed Name: **John E. Erickson, ARCH, LEED AP**

Date: **07/01/22** Reg. No. **3000**

Project Information:
Project No.: **017073.30**
Drawn By: **Author**
Checked By: **Checker**
Date: **July 1, 2022**

Sheet Title:
Lobby & Concession Plans & Elevations

Sheet Number: 157



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 26, 2024

AGENDA ITEM: Consider approving appointment of Becky LaPlant, Election Judge

PREPARED BY: Kimberly Gibeau

BACKGROUND:

In continued efforts to maintain party balance, city staff are requesting the appointment of Becky LaPlant to serve as election judge in the 2024 elections.

REQUESTED COUNCIL ACTION:

Make a motion to appoint Becky LaPlant as election judge for 2024 elections.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 26, 2024

AGENDA ITEM: Consider the creation of a Climate Action Work Plan Committee

PREPARED BY: Dan Swenson, Assistant Community Development Director

BACKGROUND:

At the City Council Meeting on Monday, January 24, 2022 the Council Approved a resolution declaring a climate emergency in Grand Rapids, Minnesota.

Part of the resolution detailed completing and implementing a Climate Action Plan. Over the past few months, city staff have been trying to address the best way to complete the plan.

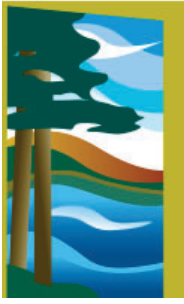
Staff would like the Council to consider creating a Climate Action Work Plan Committee of four residents and one council member.

The city and public works staff would serve as staff liaisons throughout the process of creating the plan.

Attached is the January 24, 2022 RCA and Resolution.

REQUESTED COUNCIL ACTION:

Make a motion to establish the committee and solicit applications through the 7th of March.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 24th , 2022

AGENDA ITEM: Consider adopting a resolution declaring a climate emergency in Grand Rapids, Minnesota.

PREPARED BY: Matt Wegwerth

BACKGROUND:

Grand Rapids has just this past year experienced numerous climate change related impacts including a record June heat wave, dangerous air quality from drought-fueled forest fires where even healthy people were encouraged to remain inside, and water restrictions from the same drought, making it clear that the climate crisis is not only a future issue — it is affecting us here and now. Recent scientific research indicates that to achieve the goal of limiting temperature increase to 1.5 degrees Celsius, carbon emissions must be halved by 2030 and reach net zero global emissions by 2050. Transition to a clean energy economy, if not carefully planned, would have a disruptive effect on impact on the livelihoods of many in our community while a well-planned transition may provide expanded job opportunities for local residents;

Attached is a resolution declaring that a climate emergency threatens our city, region, state, nation, humanity and the natural world and that the City commits to working for a just transition and climate emergency mobilization efforts and will:

- Complete and Implement a Climate Action Plan
- Fully Implement our autonomous electric vehicle shuttle pilot program
- Continue serving as a regional leader and share our experience with the Grand Rapids Solar Garden project and autonomous electric vehicle project so other communities may learn from us and implement similar ideas

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution declaring a climate emergency in Grand Rapids, Minnesota.

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

RESOLUTION NO. 22-

RESOLUTION DECLARING A CLIMATE EMERGENCY IN GRAND RAPIDS, MINNESOTA

WHEREAS Grand Rapids has just this past year experienced numerous climate change related impacts including a record June heat wave, dangerous air quality from drought-fueled forest fires where even healthy people were encouraged to remain inside, and water restrictions from the same drought, making it clear that the climate crisis is not only a future issue — it is affecting us here and now;

WHEREAS extreme weather will create new challenges for Grand Rapids' infrastructure and finances and will pose a threat to the economic vitality of our residents and businesses;

WHEREAS the greatest burden from an inadequate response to the climate crisis will be felt by historically marginalized or underserved communities as well as the youngest generation, including the children and grandchildren of Grand Rapids;

WHEREAS in Minnesota, the ten warmest and wettest years ever recorded have all occurred since 1998, warming surface waters are leading to a significant loss of fish habitat for many prominent species as well as increasing the risk of harmful algae blooms, forests are changing as native northern species are strained by warming temperatures, crops are stressed by cycles of drought and floods, home insurance rates are rising far faster than the national average from an average of \$368 in 1998 to \$1348 in 2015, and faster warming winters are leading to new pests as well as shorter winter recreation seasons;

WHEREAS, the bi-partisan Next Generation Energy Act, passed by the Minnesota State Legislature and signed by then Governor Tim Pawlenty in 2007, committed our State to achieving to an 80% reduction in greenhouse gas (GHG) emissions by 2050 and with interim goals of 15% and 30% below 2005 GHG emissions levels by 2015 and 2025, respectively, with cities being key drivers of achieving these goals;

WHEREAS, our State did not meet its 2015 goal, and is not yet on track to reach our future targets;

WHEREAS, in April 2016 world leaders from 175 countries, including the United States, recognized the threat of climate change and the urgent need to combat it by signing the Paris Agreement, agreeing to "pursue efforts to limit the temperature increase to 1.5 degrees Celsius";

WHEREAS, we have already reached a temperature increase of nearly 1.1 degrees Celsius (nearly 2 degrees Fahrenheit) as compared to pre-industrial times and the death and destruction already wrought by this level of global warming demonstrate that the Earth is already too hot for safety and justice, as attested by increased and intensifying wildfires, floods, rising seas, diseases, droughts, and extreme weather;

WHEREAS, in August 2021 the Intergovernmental Panel on Climate Change (IPCC), the United Nations body responsible for assessing the science related to climate change, released a report that

stated “It is unequivocal that human influence has warmed the atmosphere and land,” and that “Human influence has warmed the climate at a rate that is unprecedented in at least the last 2000 years,” and “with every additional increment of global warming, changes in extremes continue to become larger”;

WHEREAS, recent scientific research indicates that to achieve the goal of limiting temperature increase to 1.5 degrees Celsius, carbon emissions must be halved by 2030 and reach net zero global emissions by 2050;

WHEREAS, a transition to a clean energy economy, if not carefully planned, would have a disruptive effect on impact on the livelihoods of many in our community while a well-planned transition may provide expanded job opportunities for local residents;

WHEREAS, 2,012 jurisdictions in 34 countries including Minnesota leaders Duluth, Minneapolis, and Crystal Bay Township, have already declared climate emergencies in order to focus attention on the need for rapid action to address climate change;

NOW, THEREFORE, BE IT RESOLVED, that Grand Rapids declares that a climate emergency threatens our city, region, state, nation, humanity and the natural world.

BE IT FURTHER RESOLVED, Grand Rapids commits to working for a just transition and climate emergency mobilization effort and will:

- Complete and Implement a Climate Action Plan
- Fully Implement our autonomous electric vehicle shuttle pilot program
- Continue serving as a regional leader and share our experience with the Grand Rapids Solar Garden project and autonomous electric vehicle project so other communities may learn from us and implement similar ideas

BE IT FURTHER RESOLVED, Grand Rapids calls on the Minnesota legislature and executive branch to immediately and aggressively support cities of all sizes around Minnesota to both mitigate and adapt to the effects of climate change including providing funding and resources for the development and implementation of climate action plans.

BE IT FURTHER RESOLVED, Grand Rapids calls on the federal government to immediately commit resources to support the climate mitigation and adaptation efforts of cities large and small, to invest in the infrastructure needed for a sustainable future, to ensure that investment is at the scale needed, and to provide the necessary global leadership to keep global warming to 1.5 degrees Celsius (2.7 degrees Fahrenheit).

Adopted by the Council this 24th day of January, 2022

Dale Christy, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

Council member seconded the foregoing resolution and the following voted in favor thereof: ;and the following voted against the 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 26, 2024

AGENDA ITEM: Consider accepting the resignation from Greg Lease from his position as Patrol Officer with the GRPD; Authorize Human Resources to post, interview and hire for the open position of Police Officer.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

Greg Lease is resigning from his position as Patrol Officer with the City of Grand Rapids Police Department. His last day of employment will be March 6, 2024.

Greg was hired in June 2014. He's worked for 10 years for the Police Department. In his resignation letter, Greg stated he enjoyed his time at GRPD and feels blessed to have met and worked with the Police Department. He also thanked the PD for the opportunities that have been given to him. Greg has done a terrific job working for the GRPD and we wish him all the best.

Due to this resignation, GRPD has an open full-time Patrol Officer position. We are requesting authorization for Human Resources to begin the process of posting, interviewing, and hiring for the open position of Patrol Officer, by using the applications received from our recent Patrol Officer posting.

REQUESTED COUNCIL ACTION:

Make a motion to (1) accept the resignation from Greg lease from his position as Patrol Officer with the Grand Rapids Police Department effective March 6, 2024; (2) authorize Human Resources to use the applications received from our recent Patrol Officer posting to fill this Patrol Officer vacancy, and begin interviewing and hiring for this position.

02-21-24

Chief Morgan

I have been given the tentative start date at Itasca County Sheriff's Department of March 4, 2024. In an effort to afford you as close to a two week notice as possible, today I am submitting notice of my employment ending with the Grand Rapids Police Department.

I have enjoyed my time here at GRPD and am blessed to have met and worked with you all. I look forward to working with the great members of this department in the future, albeit in a different capacity. Thank you for the opportunities that have been given to me. I wish you all well!



Greg Lease



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 26, 2024

AGENDA ITEM: Consider adopting a resolution approving a Right of Entry Agreement with SE 7th Ave. Distribution LLC related to the L&M Distribution Center Project

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

Engineering and Community Development have been working together since late last summer on a FAA process to clear encumbrances to the City owned parcel 91-033-1406. This parcel was originally purchased with FAA funds when a crosswind runway was planned for a location to the south of the crosswind runway which has been constructed. The development site for the L&M Distribution Center project, which is 45 acres in total, incorporates 4 acres of 5 acre parcel.

The FAA has indicated that they will complete their release of their encumbrances on the parcel by the end of April. At that time, GREDA will acquire the parcel from the City and then sell it to SE 7th Ave. Distribution.

L&M Supply's design/build contractor, Ryan Companies, would like to access the parcel prior to the end of April in order to begin clearing the trees within the development limits of the project. The proposed Right of Entry Agreement will facilitate that.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution approving a Right of Entry Agreement with SE 7th Ave. Distribution LLC related to the L&M Distribution Center Project.

CITY OF GRAND RAPIDS, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING A RIGHT OF ENTRY
AGREEMENT WITH SE 7TH AVE DISTRIBUTION LLC
RELATED TO THE L & M SUPPLY PROJECT**

BE IT RESOLVED by the City Council (the “City Council”) of the City of Grand Rapids, Minnesota (the “City”) as follows:

Section 1. Recitals.

1.01. The City manages and maintains certain property owned jointly by the City and Itasca County (the “County”) legally described in Exhibit A attached hereto (the “Property”) pursuant to a Grand Rapids/Itasca County Airport Joint Powers Cooperative Agreement, which the Grand Rapids Economic Development Authority (the “Authority”), a body corporate and politic organized and existing under the laws of the State of Minnesota, has proposed to purchase and sell to SE 7th Ave Distribution LLC, a Minnesota limited liability company, or an affiliate thereof or an entity related thereto (the “Developer”).

1.02. The Developer intends to construct, improve and equip on the Property and on adjacent property an approximately 210,000 square foot warehouse and distribution center (the “Project”) to be owned by the Developer and operated by L & M Supply, Inc., a Minnesota corporation (the “Tenant”), in connection with the expansion of the Tenant’s existing business, pursuant to a Development Assistance Agreement between the City, the Authority and the Developer (the “Contract”).

1.03. The Developer would like to begin work on the Project, specifically site clearance and grading (the “Site Preparation Activities”), pursuant to the Contract prior to purchasing the Property. To facilitate that work, the City is now presented with a Right of Entry Agreement by and between the City and the Developer related to the Property (the “Right of Entry”).

1.04. The City finds that it is in the best interest of the City and its residents for the City to allow the Developer and its employees, officers, contractors, subcontractors, representatives, and agents on the Property in order to commence the Site Preparation Activities at the Developer’s sole risk and expense.

Section 2. Right of Entry Approved.

2.01. The City hereby approves the Right of Entry substantially in accordance with the terms set forth in the form presented to the City Council, together with any related documents necessary in connection therewith, and without limitation all documents, exhibits, certifications or consents referenced in or attached to the Right of Entry (collectively, the “Right of Entry Documents”) and hereby authorizes the Mayor and the City Administrator to negotiate the final terms thereof and, in their discretion and at such time as they may deem appropriate, to execute the Right of Entry Documents on behalf of the City, and to carry out, on behalf of the City, the City’s obligations thereunder when all conditions precedent thereto have been satisfied.

2.02. The approval hereby given to the Right of Entry Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the City and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval of such document

in accordance with the terms hereof. This resolution shall not constitute an offer and the Right of Entry Documents shall not be effective until the date of execution thereof as provided herein. In the event of absence or disability of the officers, any of the documents authorized by this Resolution to be executed may be executed without further act or authorization of the City Council by any duly designated acting official, or by such other officer or officers of the City Council as, in the opinion of the City Attorney, may act in their behalf.

2.03. Upon execution and delivery of the Right of Entry Documents, the officers and employees of the City are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the City to implement the Right of Entry Documents.

Adopted on February 26, 2024 by the City Council of the City of Grand Rapids, Minnesota.

Mayor

City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The property located in the City of Grand Rapids, Itasca County, Minnesota legally described as:

COUNTY PID NUMBER 91-033-1406

East 330 feet of the South one-half (S½) of the Southeast Quarter, Northeast Quarter (SE¼ NE¼) of Section Thirty-three (33), Township Fifty-five (55), Range Twenty-five (25) west of the Fourth Principal Meridian.

Abstract Property.

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement (this “Agreement”) is made and entered into as of this ____ day of January, 2024, by and between the CITY OF GRAND RAPIDS, MINNESOTA, a municipal corporation and political subdivision under the laws of the State of Minnesota (the “City”), and SE 7th AVE DISTRIBUTION LLC, a Minnesota limited liability company (“Developer”).

RECITALS

- A. The City manages and maintains certain property jointly owned as by the City and Itasca County (the “County”) legally described in Exhibit A attached hereto (the “Property”) pursuant to a Grand Rapids/Itasca County Airport Joint Powers Cooperative Agreement (“Cooperative Agreement”).
- B. Pursuant to Section 1 of the Cooperative Agreement, the City is responsible for the operation, maintenance, and management of the Property.
- D. The City has entered or plans to enter into a Purchase Agreement with the Grand Rapids Economic Development Authority, a public body corporate and politic under the laws of the State of Minnesota (the “EDA”), for the EDA to acquire the Property. The EDA has entered or plans to enter into a Purchase Agreement with Developer (the “Developer Purchase Agreement”), for the Developer to acquire the Property from the EDA. Prior to the Closing Date (as defined in the Developer Purchase Agreement), the City must remove certain restrictions from the Property, and to remove those restrictions, the City must receive approval from the Federal Aviation Administration (the “FAA”).
- E. Developer entered into the Development Assistance Agreement, (the “Contract”), with the City and EDA to develop the Project (as defined in the Contract) on the Property. Developer would like to begin work on the Property pursuant to the Contract.
- F. The City has agreed to allow Developer and its employees, officers, contractors, subcontractors, representatives, and agents on the Property in order to commence site clearance and grading at the Developer’s sole risk and expense (the “Site Preparation Activities”).

TERMS

The City and Developer agree as follows:

1. **Right of Entry.** The City hereby agrees to permit Developer and its employees, officers, contractors, subcontractors, and agents to enter upon the Property for the purpose of conducting the Site Preparation Activities. The Site Preparation Activities shall be paid for by Developer and shall be conducted in accordance with the Contract. Developer shall undertake the Site Preparation Activities in conformity with all applicable federal, state and local laws, ordinances, rules and regulations. Under no circumstances shall Developer commence construction of any buildings on the Property prior to receipt of a building permit from the City.
2. **Scope of Right of Entry.** The grant of this right of entry to Developer shall not confer any estate, title, or exclusive possessory rights in the Property upon Developer.
3. **Indemnification.** Except for any willful misrepresentation or willful or wanton misconduct of the City or the EDA, their agents, officials, and employees, and except for any breach by any of the City or the EDA, their agents, officials, and employees of their obligations under this Agreement, Developer

agrees to indemnify, defend and hold harmless the City and the EDA, their agents, officials, and employees from and against any liens, claims, losses, judgments, causes of actions, costs or expenses, or damages directly attributable by Developer's exercise of its right to enter and conduct the Site Preparation Activities upon the Property.

4. Improvements. The Developer agrees that no building, structure, or other above or below ground obstruction that may interfere with the purposes for which this right of entry is granted may be placed, erected, installed, or permitted upon the Property. The Developer further agrees that, in the event that the terms of this section are violated, the Developer shall correct such violation, at its sole expense, as soon as reasonably practicable following receipt of written notice from the City.

5. [Reserved.]

6. Term. This Agreement shall automatically terminate on July 31, 2024 or upon the closing on the sale of the Property to Developer, whichever occurs first.

7. Insurance. Before commencing any work on the Property, Developer or its subcontractors shall furnish the City and the EDA with certificates of insurance demonstrating that Developer or its subcontractors have obtained commercial general liability and property damage insurance coverage with a liability limit of at least \$1,500,000 and showing the City and the EDA as additional named insureds. Such certificates shall contain a statement that the insurance coverage shall not be changed or canceled without at least 10 days' prior written notice to the City and the EDA. Certificates of insurance shall be signed by an authorized representative of each insurer and all coverage shall be written on policy forms and by insurers acceptable to the City and the EDA.

8. Binding Effect: Modification. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their successors and permitted assigns and may only be modified by written agreement of the parties. This Agreement may not be assigned, transferred, or conveyed by either party without the prior written consent of the other, which consent may be granted in such other party's sole and absolute discretion.

9. Governing Law. The laws of the State of Minnesota shall govern this Agreement.

10. Risk. Developer acknowledges that it is proceeding at its own risk in starting work in advance of the closing on the purchase of the Property, and understands that this Agreement imposes no obligation on the City or the EDA to take any action or do anything that would compromise the City's and the EDA's ability to exercise its legislative discretion.

11. Mechanics' Liens. Developer shall not permit any mechanics', materialmen's or other liens to stand against the Property or any part thereof for work or materials furnished to Developer in connection with the right of entry granted pursuant to this Agreement and Developer agrees to indemnify, defend and hold harmless the City and the EDA from and against the same.

12. Default. If any default is made by Developer in any of the agreements contained in this Agreement which is not cured within thirty (30) days of written notice from the City, it shall be lawful for the City to declare the term ended and to enter the Property either with or without legal process, and to remove Developer or any other person occupying the Property, using such force as may be necessary, without being liable for prosecution, or for damages, and to repossess the Property free and clear of any rights of Developer.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

CITY OF GRAND RAPIDS, MINNESOTA

By: _____
Its: Mayor

By: _____
Its: City Administrator

SE 7TH AVE DISTRIBUTION LLC

By: _____

Its: _____

EXHIBIT A**Legal Description of the Property**

An area of land lying over, under, and across the following described property located in Itasca County, Minnesota:

East 330 feet of the South one-half (S $\frac{1}{2}$) of the Southeast Quarter, Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Thirty-three (33), Township Fifty-five (55), Range Twenty-five (25) west of the Fourth Principal Meridian.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 26, 2024

AGENDA ITEM: Consider appointments to Boards & Commissions

PREPARED BY: Kimberly Gibeau, City Clerk

BACKGROUND:

We have term expirations for March 1st on several Boards and Commissions. Council members review applications, making contact with applicants and return to Council meetings to make appointment recommendations. The following boards and commissions have applicants and terms expiring March 1, 2024.

Planning Commission
Human Rights Commission
Golf Board
PUC

REQUESTED COUNCIL ACTION:

Make a motion to appoint applicants to Boards & Commissions.