



CITY COUNCIL MEETING AGENDA
Monday, August 14, 2023
5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, August 14, 2023 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

1. Approve minutes for Monday, July 24, 2023 Worksession and Regular meetings and August 7, 2023 Special meeting.

VERIFIED CLAIMS:

2. Approve the verified claims for the period July 18, 2023 to August 7, 2023 in the total amount of \$3,632,906.92.

CONSENT AGENDA:

3. Consider approval of Change Order #1 for CP 2022-1, Hwy 2 Lighting.
4. Consider the termination and resignation of seasonal employees from Public Works.
5. Consider accepting the Fire Relief Association Schedule Form for Lump-Sum Pension reporting Year 2023, 2022 Financial Statements and authorize the budgeted \$5,000 contribution to the Fire Relief Association.
6. Consider approving the purchase and execution of a three- year agreement with ESRI for GIS ELA software.
7. Consider approving Collection of Local Sales & Use Tax Agreement
8. Consider approving Redpath and Company, LLC Engagement Letter dated August 3, 2023 for audit year ending December 31, 2023.
9. Consider Voiding Lost Accounts Payable Check and Issue a Replacement Check
10. Consider approving a property damage release with Qwest Corporation

- [11.](#) Consider authorizing Mayor Christy to sign a Managed Account Program agreement with Marco for the library copier lease.
- [12.](#) Consider the retirement of part-time employee, Kent Baril, from the Pokegama Golf Course.
- [13.](#) Consider adopting a resolution vacating the plat of Forest Lake Addition recorded on July 13, 2023, as Document A000773304.
- [14.](#) Consider adopting a resolution accepting a Hazardous Materials Emergency Planning Grant
- [15.](#) Consider approving MAVO Systems proposal to remove paint containing asbestos in Room 128 of Civic Center
- [16.](#) Consider authorizing staff to solicit quotes for rubber flooring and furniture at the Civic Center
- [17.](#) Consider approving change order #3 for Becker Arena Products for dasher boards at the Civic Center.
- [18.](#) Consider adopting a resolution calling for a Public Hearing relating to the issuance of Street Reconstruction Bonds.
- [19.](#) Consider approving change orders for Civic Center project.

SET REGULAR AGENDA:

ADMINISTRATION:

- [20.](#) Consider appointment of Dan Swenson to the position of Assistant Community Development Director
- [21.](#) Consider adopting an ordinance regulating public use of cannabis.

COMMUNITY DEVELOPMENT:

- [22.](#) Consider adopting a resolution regarding the approval of a DEED Minnesota Investment Fund (MIF) application by the Grand Rapids Economic Development Authority for the L&M Fleet Supply Distribution Center project
- [23.](#) Consider adopting a resolution regarding the support of a Minnesota Department of Employment and Economic Development (DEED) Job Creation Fund application for the L&M Fleet Supply Distribution Center Project.

POLICE:

- [24.](#) Consider adopting a resolution accepting reimbursement for computer tower from Joint Powers Agreement Minnesota Internet Crimes Against Children Task Force

CITY COUNCIL:

- [25.](#) Consider appointing applicant to the Human Rights Commission
- [26.](#) Consider appointing applicant to the Grand Rapids Economic Development Authority

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

- [27.](#) Conduct a Public Hearing to consider the rezoning land from R-1 (One Family Residential) to R-4 (Multi-Family Residential, High Density)

COMMUNITY DEVELOPMENT:

- [28.](#) Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map, by rezoning land from R-1 (One Family Residential) to R-4 (Multi-Family Residential, High Density)

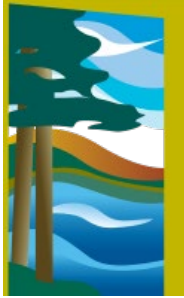
ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR AUGUST 28, 2023 AT 5:00 PM

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

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

ATTEST: Kimberly Gibeau, City Clerk



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

CITY COUNCIL WORKSESSION MINUTES

Monday, July 24, 2023

4:30 PM

Mayor Christy called the meeting to order at 4:30 PM.

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

STAFF: Chad Sterle, Erik Scott, Barb Baird, Andy Morgan

DEPARTMENT HEAD REPORT: Information Technology

Erik Scott, Director of IT, provided overview of Information Technology department activities for 2022 and 2023, including: Computer replacements in Police Squad cars, Upgrade of Laserfiche server system and added PUC, Moved from onsite email server to cloud server, Security updates at Golf Course, etc. A full report can be viewed at watchictv.org.

REVIEW OF REGULAR AGENDA:

Upon review, the addition of 8a. Addition of hiring new employee at the Golf Course.

Council discussed process of adding last minute items to the agenda.

ADJOURN:

There being no further business, the meeting adjourned at 4:59 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY COUNCIL MEETING MINUTES

Monday, July 24, 2023

5:00 PM

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

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

STAFF: Chad Sterle, Barb Baird, Andy Morgan, Kevin Ott, Will Richter

PUBLIC FORUM:

No one from the public was present.

APPROVAL OF MINUTES:

1. Approve Council minutes for Monday, July 10, 2023 Regular meeting and Closed meeting summary.

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

VERIFIED CLAIMS:

2. Approve the verified claims for the period of July 4, 2023 to July 17, 2023 in the total amount of \$3,322,728.24 of which \$258,817.50 are debt service payments.

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

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

3. The following Board and Commission minutes were reviewed and acknowledged:

- ~ May 4, 2023 Planning Commission
- ~ May 16, 2023 Arts & Culture Commission
- ~ May 17, 2023 Public Utilities Commission
- ~ May 31, 2023 Economic Development Authority
- ~ June 7, 2023 Human Rights Commission
- ~ June 14, 2023 Library Board
- ~ June 20, 2023 Golf Board

CONSENT AGENDA:

Item 1.

4. Consider approving temporary liquor license for St. Joseph's Church
5. Adopt a Resolution Accepting an FAA Grant in the amount of \$425,095 for the North Taxilane Reconstruction Project at the Grand Rapids/Itasca County Airport and authorize the Mayor and City Clerk to execute.

Adopted Resolution 23-46

6. Adopt a Resolution Accepting an FAA Grant in the amount of \$61,894 for the Crack Seal Project at the Grand Rapids/Itasca County Airport and authorize the Mayor and City Clerk to execute.

Adopted Resolution 23-47

7. Consider approving a joint powers agreement with Harris Township and Blackberry Township to regulate utility rates
8. Consider approving change orders related to IRA Civic Center project.
- 8a. Consider approving golf course employee hire.

Motion made by Councilor MacGregor, Second by Councilor Connelly to approve the Consent agenda as amended, adding item #8a. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor

SET REGULAR AGENDA:

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

POLICE:

9. Consider adopting a resolution accepting the donations from 2023 National Night Out Supporters of Barnaba 22 LLC, John Dimich Law and Blandin Paper Company.

Motion made by Councilor Adams, Second by Councilor MacGregor to **adopt Resolution 23-48**, accepting donations for National Night Out. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor

ADJOURNMENT:

There being no further business, the meeting adjourned at 5:07 PM.

Respectfully submitted:


Kimberly Gibeau, City Clerk



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

CITY COUNCIL SPECIAL MEETING MINUTES

Monday, August 07, 2023

7:30 AM

Mayor Christy called the meeting to order at 7:30 am.

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

STAFF: Tom Pagel, Chad Sterle, Rob Mattei

COMMUNITY DEVELOPMENT:

1. Consider adopting a resolution approving conveyance of certain property owned by the City to the Grand Rapids Economic Development Authority

Mr. Mattei provided overview of title issues related to subject property and process needed to correct in order to move forward including plat vacation and re-naming and recording.

Motion made by Councilor Connelly, Second by Councilor Sutherland to **adopt Resolution 23-49**, approving conveyance of certain property owned by the City to the Grand Rapids EDA. Voting Yea: Mayor Christy, Councilor Connelly, Councilor Sutherland

There being no further business, the meeting adjourned at 7:35 am.

Respectfully submitted:

Kimberly Gibeau
 Kimberly Gibeau, City Clerk

DATE: 08/10/2023
 TIME: 11:28:28
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 08/14/2023

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
0514200	ESC SYSTEMS SOUND & LIFE SAFE	395.50
2009525	TIMECLOCK PLUS LLC	432.00
TOTAL		827.50
CITY WIDE		
0508450	EHLERS AND ASSOCIATES INC	500.00
1915248	SHI INTERNATIONAL CORP	1,136.00
TOTAL CITY WIDE		1,636.00
SPECIAL PROJECTS-NON BUDGETED		
1201420	LAKE STATES CONSTRUCTION LLC	3,210.00
1801232	RADKO IRON & SUPPLY INC	515.76
2018680	TRU NORTH ELECTRIC LLC	6,293.98
TOTAL SPECIAL PROJECTS-NON BUDGETED		10,019.74
ADMINISTRATION		
1215630	LOREN SOLBERG CONSULTING, LLC	1,600.00
TOTAL ADMINISTRATION		1,600.00
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM SERVICES	60.82
0315455	COLE HARDWARE INC	18.98
0920060	ITASCA COUNTY TREASURER	122.12
1901535	SANDSTROM'S INC	79.44
TOTAL BUILDING SAFETY DIVISION		281.36
COMMUNITY DEVELOPMENT		
0718060	GRAND RAPIDS HERALD REVIEW	79.22
0920060	ITASCA COUNTY TREASURER	259.98
TOTAL COMMUNITY DEVELOPMENT		339.20
FINANCE		
0715814	GOVERNMENT FINANCE OFFICERS	190.00
1920240	CHAD B STERLE	46.00

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 08/14/2023

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
FINANCE		
TOTAL FINANCE		236.00
FIRE		
0103325	ACHESON TIRE INC	75.00
0112223	ALEX AIR APPARATUS 2 LLC	1,039.88
0118100	ARAMARK UNIFORM SERVICES	63.36
0221650	BURGGRAF'S ACE HARDWARE	251.83
0401804	DAVIS OIL INC	170.43
0514200	ESC SYSTEMS SOUND & LIFE SAFE	282.50
0609685	FIREMEN'S RELIEF ASSOCIATION	5,000.00
0920060	ITASCA COUNTY TREASURER	167.33
1200500	L&M SUPPLY	93.37
1815700	ROSENBAUER MINNESOTA LLC	1,086.94
1901535	SANDSTROM'S INC	893.22
TOTAL FIRE		9,123.86
PUBLIC WORKS		
0103325	ACHESON TIRE INC	2,220.54
0121721	AUTO VALUE - GRAND RAPIDS	456.96
0205090	BEACON ATHLETICS LLC	2,824.00
0212553	BLOOMERS GARDEN CENTER	265.20
0212554	BLOOMERS GARDEN & LANDSCAPING	9,325.85
0221650	BURGGRAF'S ACE HARDWARE	431.91
0301685	CARQUEST AUTO PARTS	290.61
0315455	COLE HARDWARE INC	71.31
0401804	DAVIS OIL INC	2,007.55
0421125	JOHN P DUBOVICH	450.00
0501650	EARL F ANDERSEN	1,165.20
0601690	FASTENAL COMPANY	731.83
0718010	CITY OF GRAND RAPIDS	140.43
0920060	ITASCA COUNTY TREASURER	2,103.22
1200500	L&M SUPPLY	59.98
1200800	LHB INC	1,778.00
1201730	LATVALA LUMBER COMPANY INC.	29.54
1205110	LEASE LANDSCAPING INC	733.25
1303039	MCCOY CONSTRUCTION & FORESTRY	858.17
1415544	NORTHLAND PORTABLES	2,095.00
1621125	PUBLIC UTILITIES COMMISSION	2,000.00
2000522	TNT CONSTRUCTION GROUP, LLC	1,239.00
2018560	TROUT ENTERPRISES INC	850.00
2515225	YODER BUILDING SUPPLIES INC	87.66
T001474	AM CONSTRUCTION SUPPLY INC	299.99

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INVOICES DUE ON/BEFORE 08/14/2023

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
PUBLIC WORKS		
TOTAL PUBLIC WORKS		32,515.20
FLEET MAINTENANCE		
0103325	ACHESON TIRE INC	1,065.00
0301685	CARQUEST AUTO PARTS	788.57
0315455	COLE HARDWARE INC	15.98
0914200	INDUSTRIAL LUBRICANT COMPANY	1,489.00
0920060	ITASCA COUNTY TREASURER	58.53
TOTAL FLEET MAINTENANCE		3,417.08
POLICE		
0103325	ACHESON TIRE INC	2,114.80
0121725	AUTOMOTIVE ELECTRIC LLC	125.88
0124550	AXON ENTERPRISE INC	2,472.45
0301685	CARQUEST AUTO PARTS	1,134.51
0315455	COLE HARDWARE INC	41.24
0409501	JOHN P. DIMICH	4,583.33
0718060	GRAND RAPIDS HERALD REVIEW	216.00
0920060	ITASCA COUNTY TREASURER	4,910.27
1401655	NARTEC INC	188.47
1618125	PRAXAIR DISTRIBUTION INC	88.94
1925500	SYMBOL ARTS, LLC	522.50
2000400	T J TOWING	499.00
2009525	TIMECLOCK PLUS LLC	216.00
2018225	TREASURE BAY PRINTING	195.00
TOTAL POLICE		17,308.39
GENERAL FUND-LIQUOR/CHART GAMB		
1415544	NORTHLAND PORTABLES	48.00
1901535	SANDSTROM'S INC	42.00
TOTAL		90.00
PUBLIC LIBRARY		
1309332	MN STATE RETIREMENT SYSTEM	2,036.57
TOTAL		2,036.57

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INVOICES DUE ON/BEFORE 08/14/2023

VENDOR #	NAME	AMOUNT DUE
CENTRAL SCHOOL		
0118100	ARAMARK UNIFORM SERVICES	64.09
0218745	ASHLEY BRUBAKER	258.48
1520350	OTIS ELEVATOR COMPANY	3,272.28
1801555	RAPID PEST CONTROL INC	70.00
2018680	TRU NORTH ELECTRIC LLC	500.00
TOTAL		4,164.85
AIRPORT		
0100035	ADB SAFEGATE AMERICAS LLC	252.56
0221650	BURGGRAF'S ACE HARDWARE	216.91
0315455	COLE HARDWARE INC	158.90
0504825	EDWARDS OIL INC	1,021.58
0920060	ITASCA COUNTY TREASURER	116.36
1405530	NEO ELECTRICAL SOLUTIONS LLC	5,872.17
TOTAL		7,638.48
CIVIC CENTER		
GENERAL ADMINISTRATION		
0221650	BURGGRAF'S ACE HARDWARE	189.91
0301685	CARQUEST AUTO PARTS	5.94
0601690	FASTENAL COMPANY	60.36
0805640	HERC-U-LIFT INC	152.00
1901535	SANDSTROM'S INC	626.30
1920240	CHAD B STERLE	430.00
TOTAL GENERAL ADMINISTRATION		1,464.51
STATE HAZ-MAT RESPONSE TEAM		
0112223	ALEX AIR APPARATUS 2 LLC	934.50
0312110	CLAREY'S SAFETY EQUIPMENT INC	479.31
TOTAL		1,413.81
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE	109.91
0315455	COLE HARDWARE INC	29.96
0401804	DAVIS OIL INC	1,392.86

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INVOICES DUE ON/BEFORE 08/14/2023

VENDOR #	NAME	AMOUNT DUE

CEMETERY		
0920060	ITASCA COUNTY TREASURER	59.10
TOTAL		1,591.83
DOMESTIC ANIMAL CONTROL FAC		
0118100	ARAMARK UNIFORM SERVICES	30.00
0701650	GARTNER REFRIGERATION CO	392.00
0920060	ITASCA COUNTY TREASURER	234.03
TOTAL		656.03
GO RFDG BONDS 2017B		
0508450	EHLERS AND ASSOCIATES INC	250.00
TOTAL		250.00
GO ST RECON & CIP 2018A		
0508450	EHLERS AND ASSOCIATES INC	250.00
TOTAL		250.00
GO & ABATEMENT BOND 2019A		
0508450	EHLERS AND ASSOCIATES INC	250.00
TOTAL		250.00
GO STREET RECONST BONDS 2020A		
0508450	EHLERS AND ASSOCIATES INC	250.00
TOTAL		250.00
GO & ABATEMENT BOND 2021B		
0508450	EHLERS AND ASSOCIATES INC	250.00
TOTAL		250.00

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INVOICES DUE ON/BEFORE 08/14/2023

VENDOR #	NAME	AMOUNT DUE

TXB GO TEMP BONDS 2022A		
0508450	EHLERS AND ASSOCIATES INC	250.00
	TOTAL	250.00
GO IMP BONDS 2009C		
0508450	EHLERS AND ASSOCIATES INC	250.00
	TOTAL	250.00
GO IMP, CIP & REFUNDING 2010A		
0508450	EHLERS AND ASSOCIATES INC	250.00
	TOTAL	250.00
GO IMP & RFNDING BONDS 2011B		
0508450	EHLERS AND ASSOCIATES INC	250.00
	TOTAL	250.00
GO IMPROVEMENT BONDS 2012A		
0508450	EHLERS AND ASSOCIATES INC	250.00
	TOTAL	250.00
GO STATE-AID BONDS 2012B		
0508450	EHLERS AND ASSOCIATES INC	250.00
	TOTAL	250.00
GO IMPRV RECONST BONDS 2013B		
0508450	EHLERS AND ASSOCIATES INC	250.00
	TOTAL	250.00

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INVOICES DUE ON/BEFORE 08/14/2023

VENDOR #	NAME	AMOUNT DUE

GO IMP BONDS 2014A		
0508450	EHLERS AND ASSOCIATES INC	250.00
	TOTAL	250.00
GO IMPRV RECONST BONDS 2016A		
0508450	EHLERS AND ASSOCIATES INC	250.00
	TOTAL	250.00
GO IMPRV RECONST BONDS 2017A		
0508450	EHLERS AND ASSOCIATES INC	250.00
	TOTAL	250.00
TIF 1-6 OLD HOSPITAL BONDS		
1105530	KENNEDY & GRAVEN, CHARTERED	276.00
	TOTAL	276.00
TIF 1-11 SAWMILL INN REDEVELOP		
0508450	EHLERS AND ASSOCIATES INC	140.00
	TOTAL	140.00
GENERAL CAPITAL IMPRV PROJECTS		
2022-1 HIGHWAY 2 LIGHTING		
1405530	NEO ELECTRICAL SOLUTIONS LLC	168,052.91
	TOTAL 2022-1 HIGHWAY 2 LIGHTING	168,052.91
GR/COHASSET IND PK INFRAST		
1900225	SEH	8,316.00
2000522	TNT CONSTRUCTION GROUP, LLC	362,309.37
	TOTAL	370,625.37

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INVOICES DUE ON/BEFORE 08/14/2023

VENDOR #	NAME	AMOUNT DUE
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-IT DEPT		
1915248	SHI INTERNATIONAL CORP	8,655.97
TOTAL CAPITAL OUTLAY-IT DEPT		8,655.97
CAPITAL OUTLAY-POLICE		
1915248	SHI INTERNATIONAL CORP	1,722.00
1920556	STOP STICK LTD	1,276.00
2309725	WITMER PUBLIC SAFETY GROUP INC	1,057.32
TOTAL CAPITAL OUTLAY-POLICE		4,055.32
AIRPORT CAPITAL IMPRV PROJECTS		
AP 2023-1 N BLDG TAXILANE REHB		
1900225	SEH	40,100.00
TOTAL AP 2023-1 N BLDG TAXILANE REHB		40,100.00
AP 2023-2 S TAXILANE CRCK SLNG		
1900225	SEH	9,350.00
TOTAL AP 2023-2 S TAXILANE CRCK SLNG		9,350.00
AP 2023-4 HANGAR UTILITIES		
1900225	SEH	395.70
2000522	TNT CONSTRUCTION GROUP, LLC	67,768.02
TOTAL AP 2023-4 HANGAR UTILITIES		68,163.72
2021 INFRASTRUCTURE BONDS		
CP2020/FD-1 NEW FIRE HALL		
0514200	ESC SYSTEMS SOUND & LIFE SAFE	1,786.56
TOTAL CP2020/FD-1 NEW FIRE HALL		1,786.56
CIVIC CENTER CAPITAL IMP PJT		
IRA CIVIC CENTER RENOVATION		
0218115	BRAUN INTERTEC CORPORATION	1,320.00
0315495	COMMERCIAL REFRIGERATION	326,367.75
0715808	GOVCONNECTION INC	1,102.18
0801670	HART ELECTRIC	107,700.00

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INVOICES DUE ON/BEFORE 08/14/2023

VENDOR #	NAME	AMOUNT DUE
CIVIC CENTER CAPITAL IMP PJT		
IRA CIVIC CENTER RENOVATION		
0900054	ICS CONSULTING LLC	67,098.67
1201683	LARSON ELEVATOR COMPANY	42,707.25
1801610	RAPIDS PLUMBING & HEATING INC	172,055.69
1915248	SHI INTERNATIONAL CORP	2,200.00
2000522	TNT CONSTRUCTION GROUP, LLC	596,478.61
2008225	THELEN HEATING & ROOFING INC	55,100.00
2209421	VIKING ELECTRIC SUPPLY INC	647.98
TOTAL IRA CIVIC CENTER RENOVATION		1,372,778.13
2022 INFRASTRUCTURE/ARPA		
FOREST LK UTILITY EXTENSIONS		
0218115	BRAUN INTERTEC CORPORATION	2,385.00
0301705	CASPER CONSTRUCTION INC	134,076.73
1900225	SEH	14,322.00
TOTAL FOREST LK UTILITY EXTENSIONS		150,783.73
21ST STREET IMPROVEMENTS		
1900225	SEH	19,229.85
2000522	TNT CONSTRUCTION GROUP, LLC	48,133.22
TOTAL 21ST STREET IMPROVEMENTS		67,363.07
2023 INFRASTRUCTURE BONDS		
CP2015-1 SYLVAN BAY OVR/UTIL		
0218115	BRAUN INTERTEC CORPORATION	922.50
1900225	SEH	55,780.18
2000522	TNT CONSTRUCTION GROUP, LLC	580,322.88
TOTAL CP2015-1 SYLVAN BAY OVR/UTIL		637,025.56
STORM WATER UTILITY		
0221650	BURGGRAP'S ACE HARDWARE	42.24
0301685	CARQUEST AUTO PARTS	9.44
0401804	DAVIS OIL INC	402.47
0514798	ENVIRONMENTAL EQUIPMENT AND	571.46
0801820	HAWK CONSTRUCTION INC	20,500.00
0920060	ITASCA COUNTY TREASURER	635.95
1621125	PUBLIC UTILITIES COMMISSION	2,200.00
1809154	RICHARD F RYSAVY	120.00

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VENDOR #	NAME	AMOUNT DUE
STORM WATER UTILITY		
2000522	TNT CONSTRUCTION GROUP, LLC	1,961.00
2515225	YODER BUILDING SUPPLIES INC	333.07
TOTAL		26,775.63
TOTAL UNPAID TO BE APPROVED IN THE SUM OF: \$3,026,042.38		
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0104095	DALE ADAMS	77.29
0104200	ADESSA & THE BEAT	3,000.00
0113105	AMAZON CAPITAL SERVICES	772.60
0205640	LEAGUE OF MN CITIES INS TRUST	3,406.00
0215800	CITY OF BOVEY	229.11
0218755	CHARLES BRUEMMER	48.44
0301705	CASPER CONSTRUCTION INC	5,190.00
0305530	CENTURYLINK QC	48.68
0315515	COMPUTERSHARE TRUST CO, NA	400.00
0315543	CONSTELLATION NEWENERGY -GAS	274.18
0405200	CITY OF DEER RIVER	409.88
0514730	ENTERPRISE FM TRUST	2,878.26
0605191	FIDELITY SECURITY LIFE	106.54
0701505	JEREMY GAMBILL	218.00
0718015	GRAND RAPIDS CITY PAYROLL	304,382.69
0718070	GRAND RAPIDS STATE BANK	862.56
0809115	MN NORTH COLLEGE	477.50
0815200	GLEN HODGSON	38.51
0815440	HOLIDAY STATIONSTORES LLC	269.50
0900060	ICTV	38,048.96
0914295	JEFFREY INGLE	30.30
0920059	ITASCA COUNTY SHERIFFS DEPT	334.52
1101652	SAMUEL A KARKELA	248.93
1105225	CITY OF KEEWATIN	983.27
1105230	CHAD KEECH	327.50
1201402	LAKE COUNTRY POWER	53.30
1215250	LOFFLER COMPANIES INC	141.06
1301145	MARCO TECHNOLOGIES, LLC	72.60
1301146	MARCO TECHNOLOGIES, LLC	160.30
1301250	ROBERT MATTEI	463.60
1305046	MEDIACOM LLC	156.90
1305725	METROPOLITAN LIFE INSURANCE CO	2,155.42
1309162	MN BCA/TRAINING & EDUCATION	1,750.00
1309178	MINNESOTA GFOA TREASURER	250.00
1309199	MINNESOTA ENERGY RESOURCES	987.60
1309332	MN STATE RETIREMENT SYSTEM	2,184.00
1309335	MINNESOTA REVENUE	11,898.00
1309338	MN STATE TREAS/BLDG INSPECTOR	1,522.74

DATE: 08/10/2023
 TIME: 11:28:28
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 11

INVOICES DUE ON/BEFORE 08/14/2023

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR	APPROVAL	
PRIOR APPROVAL		
1309375	MINNESOTA UNEMPLOYMENT COMP FD	7,305.99
1321750	MUTUAL OF OMAHA	447.36
1401705	CITY OF NASHWAUK	1,334.06
1415479	NORTHERN DRUG SCREENING INC	28.00
1516220	OPERATING ENGINEERS LOCAL #49	121,170.00
1520720	KEVIN OTT	279.92
1601301	TOM PAGE SCULPTURE STUDIO	375.00
1601305	THOMAS J. PAGEL	1,073.34
1601750	PAUL BUNYAN COMMUNICATIONS	1,470.08
1621130	P.U.C.	15,575.00
2000100	TASC	31.50
2018555	CHAD TROUMBLY	218.00
2100265	U.S. BANK	500.00
2114360	UNITED PARCEL SERVICE	16.43
2209705	VISIT GRAND RAPIDS INC	56,509.20
2301700	WM CORPORATE SERVICES, INC	6,411.55
2305825	WEX INC	2,660.57
T001222	GREG MUELLER	375.00
T001353	EMBRACE MENTAL HEALTH, LLC	649.80
T001472	JANE SHADE	500.00
T001473	ANN KLEFSTAD	375.00
T001475	MELVIN HUMBLE	500.00
T001476	THREE B'S LLC	3,200.00
T001477	BROTHERS BURN MOUNTAIN, THE	1,000.00

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:\$606,864.54

TOTAL ALL DEPARTMENTS \$3,632,906.92



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 14, 2023

AGENDA ITEM: Consider approval of Change Order #1 for CP 2022-1, Hwy 2 Lighting.

PREPARED BY: Matt Wegwerth

BACKGROUND:

Due to manufacturing delays of lighting units, the project will not be able to meet the interim substantial completion and substantial completion dates. It has been determined the contractor shall have an extension of the contract time.

REQUESTED COUNCIL ACTION:

Make a motion approving Change Order #1 for CP 2022-1, Hwy 2 Lighting.



STATE AID FOR LOCAL TRANSPORTATION CHANGE ORDER

Rev. February 2018

SP/SAP(s)	SAP 129-010-005	MN Project No.:	SP 3103-70	Change Order No.	1
-----------	-----------------	-----------------	------------	------------------	---

Project Location	Along US Highway 2 From 12 th Avenue NW to 3 rd Avenue NW		
Local Agency	City of Grand Rapids	Local Project No.	CP 2022-1
Contractor	Neo Electrical Solutions	Contract No.	129-010-005
Address/City/State/Zip	2180 Jack Breault Drive / Hudson / WI / 54016		
Total Change Order Amount \$		\$0.00	

Issue: Due to extraordinary manufacturing delays of lighting units, the project will not be able to meet the substantial completion and final completion dates. The new final completion dates shall be revised from August 15, 2023, to November 30, 2023.

Resolution: In accordance with MnDOT Specification 1806: Determination and Extension of Contract Time, the Engineer has determined that the contractor shall have an extension of the contract time.


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

Due to this change, the contract time: (check one)	
<input type="checkbox"/> Is NOT changed	<input checked="" type="checkbox"/> May be revised as provided in MnDOT Specification 1806
Number of Working Days Affected by this Contract Change:	Number of Calendar Days Affected by this Contract Change: 107

Approved by City Engineer: 
Print Name: Matt Wegwerth

Date: 07.20.2023

Phone: 218.326.7626

Approved by Contractor: 
Print Name: PAUL BECKLIN

Date: 7-20-23

Phone: 612-366-6757

DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for:

<input checked="" type="checkbox"/>	Federal Funding
<input checked="" type="checkbox"/>	State Aid Funding
<input checked="" type="checkbox"/>	Local/Other Funds

District State Aid Engineer: Nathan Gannon

Digitally signed by
Nathan Gannon
Date: 2023.07.18
15:46:46 -05'00'

Date:



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 14, 2023

AGENDA ITEM: Consider the termination and resignation of seasonal employees from Public Works

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

Stephen McGee has worked as a Public Works seasonal employee since May 31, 2023. Public Works and Human Resources Officer Chery Pierzina recommend the termination of seasonal employment for Stephen McGee effective July 25, 2023.

Johnathon Sutherland has worked as a Public Works seasonal employee since May 31, 2023. Public Works and Human Resources Officer Chery Pierzina recommend accepting the resignation from seasonal employment for Johnathon Sutherland effective August 2, 2023.

REQUESTED COUNCIL ACTION:

Make a motion to approve the termination of Stephen McGee effective July 25, 2023 and the resignation from Johnathon Sutherland effective August 2, 2023.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 14, 2023

AGENDA ITEM: Consider accepting the Fire Relief Association Schedule Form for Lump-Sum Pension reporting Year 2023, 2022 Financial Statements and authorize the budgeted \$5,000 contribution to the Fire Relief Association.

PREPARED BY: Barb Baird

BACKGROUND:

Minnesota State Statute 69.772 requires the officers of the Fire Relief to certify the financial requirements of the Relief Association and minimum obligation of the City with respect to the Special pension fund.

Attached is the schedule Form for Lump-Sum Pension Reporting Year 2023 shows the plan liabilities and the required municipal contribution for 2024. The Fire Relief Association is requesting approval for the payment of the budgeted elective contribution of \$5,000. The 2022 Financial Report is on file for your review in the City Finance Department.

REQUESTED COUNCIL ACTION:

Make a motion accepting the Fire Relief Association Schedule Form for Lump-Sum Pension reporting Year 2023, 2022 Financial Statements and authorize the budgeted \$5,000 contribution to the Fire Relief Association.

Grand Rapids Fire Relief Association

2023 Schedule Form for Lump-Sum Pension Plans (SC-23)



Office of the State Auditor

Report created on 7/31/2023

Grand Rapids Fire Relief Association

Item 5.

2023 Schedule Form for Lump-Sum Pension Plans (Form SC-23)

Active Members

Annual benefit level in effect for 2023: \$6,500									
Minimum Retirement Age: 50									
Years Required for Full Vesting: 20						2023		2024	
Name	Status	Birth Date	Entry Date	Leaves of Absence and Breaks in Service (months)	Return to Service	Yrs Of Service	Accrued Liability	Yrs Of Service	Accrued Liability
Adam Kortekaas	Active		07/10/2001	12		21	114,317	22	123,353
Shawn Graeber	Active		01/15/2002	0		22	143,000	23	149,500
Jeff Ingle	Active		02/26/2002	91		14	76,211	15	84,104
John Linder	Active		01/13/2004	0		20	112,139	21	121,278
Andrew Horton	Active		10/25/2005	0		18	95,132	19	103,429
Chad Keetch	Active		05/01/2007	0		17	87,230	18	95,132
Bruce Baird	Active		08/12/2008	0		15	84,104	16	92,403
Tom Foss	Active		11/15/2010	0		13	68,706	14	76,211
Karl Gaalaas	Active		05/15/2012	0		12	54,708	13	61,045
Nate Morlan	Active		01/15/2013	24		9	42,262	10	48,366
Tony Clifton	Active		01/15/2013	37		8	33,377	9	38,675
Chad Troumbly	Active		01/29/2013	0		11	54,799	12	61,574
Will Richter	Active		06/09/2014	36		7	30,983	8	36,472
Jake Barsness	Active		07/28/2014	0		9	42,262	10	48,366
Lance Kuschel	Active		03/03/2015	0		9	42,262	10	48,366
William Thayer	Active		11/10/2015	0		8	36,472	9	42,262
Heath Smith	Active		08/01/2016	0		7	30,983	8	36,472
Jeff Cook	Active		04/11/2017	0		7	29,205	8	34,378
Ashley Moran	Active		06/13/2017	0		7	30,983	8	36,472
Sean Martinson	Active		06/13/2017	0		7	30,983	8	36,472
Connor Grigsby	Active		08/29/2017	0		6	20,354	7	24,458
Jeremy Gambill	Active		04/09/2018	0		6	25,784	7	30,983
Paul Martinetto	Active		04/09/2018	0		6	25,784	7	30,983
Cody Hauke	Active		10/09/2018	0		5	16,962	6	20,964
Sam Karkela	Active		05/28/2019	0		5	20,253	6	25,033
Kevin Kubeczko	Active		07/14/2020	0		3	11,798	4	16,202
Patrick Flaherty	Active		07/14/2020	0		3	10,797	4	14,827

Confirmation Id: ef08f557-d3ab-4591-9534-c8d9a84aab80

Type: Lump Sum

Form SC-23

Minnesota Office of the State Auditor

Grand Rapids Fire Relief Association

Item 5.

2023 Schedule Form for Lump-Sum Pension Plans (Form SC-23)

Active Members

Annual benefit level in effect for 2023: \$6,500									
Minimum Retirement Age: 50									
Years Required for Full Vesting: 20						2023		2024	
Name	Status	Birth Date	Entry Date	Leaves of Absence and Breaks in Service (months)	Return to Service	Yrs Of Service	Accrued Liability	Yrs Of Service	Accrued Liability
Jaime Turnbull	Active		02/15/2022	0		2	7,636	3	11,798
Matt Arford	Active		02/15/2022	0		2	7,414	3	11,454

Grand Rapids Fire Relief Association

Item 5.

2023 Schedule Form for Lump-Sum Pension Plans (Form SC-23)

Deferred Members

	Birth Date	Yrs Of Service		Deferred Interest Paid	Interest Period	Leaves Of Absence
	Entry Date	Benefit Level	Vesting Min Yrs Required	Interest Option		Member Status Name
Name	Separation Date	Vesting Percent	Return To Service	Months Of Service Paid	Liability Curr	Liability Next
Amanda MacDonell		11 Years 1 Months		Yes	FullMonths	0 Months
	10/11/2006	5,500	10 Years	Separate Vehicle		Deferred
	12/01/2017	64 %	No	Yes	52,954	55,602
	Rate of Return	-				
Bryan Zuehlke		18 Years 0 Months		Yes	FullMonths	0 Months
	01/09/2001	5,500	10 Years	Separate Vehicle		Deferred
	01/31/2019	92 %	No	Yes	116,142	121,949
	Rate of Return	-				
David Protelsch		12 Years 9 Months		No		18 Months
	02/27/2001	5,000	10 Years			Deferred
	05/27/2015	68 %	No	Yes	43,350	43,350
	Rate of Return	-				
Jason Hoerler		11 Years 0 Months		Yes	FullMonths	0 Months
	08/15/2006	5,500	10 Years	Separate Vehicle		Deferred
	08/31/2017	64 %	No	Yes	54,703	57,438
	Rate of Return	-				
Jeremiah Puelston		12 Years 5 Months		Yes	FullMonths	5 Months
	10/25/2005	5,500	10 Years	Separate Vehicle		Deferred
	09/11/2018	68 %	No	Yes	63,092	66,247
	Rate of Return	-				
Josh Adler		10 Years 0 Months		Yes	FullMonths	0 Months
	01/01/2011	5,500	10 Years	Separate Vehicle		Deferred
	01/02/2021	60 %	No	Yes	32,438	34,060
	Rate of Return	-				
Michael Liebel		20 Years 0 Months		Yes	FullMonths	0 Months
	09/14/1998	5,500	10 Years	Separate Vehicle		Deferred
	09/30/2018	100 %	No	Yes	149,852	157,344
	Rate of Return	-				

Grand Rapids Fire Relief Association

Item 5.

2023 Schedule Form for Lump-Sum Pension Plans (Form SC-23)

Deferred Members

	Birth Date	Yrs Of Service		Deferred Interest Paid	Interest Period	Leaves Of Absence
	Entry Date	Benefit Level	Vesting Min Yrs Required	Interest Option		Member Status Name
Name	Separation Date	Vesting Percent	Return To Service	Months Of Service Paid	Liability Curr	Liability Next
Robert Kuschel		20 Years 0 Months		Yes	FullMonths	6 Months
	07/10/2001	6,500	10 Years	Separate Vehicle		Deferred
	02/08/2022	100 %	No	Yes	126,053	132,356
Rate of Return	-					
Robert Rima		35 Years 0 Months		Yes	FullMonths	0 Months
	08/11/1987	6,500	10 Years	Separate Vehicle		Deferred
	08/31/2022	100 %	No	Yes	252,486	265,110
Rate of Return	-					
Travis Cole		11 Years 6 Months		Yes	FullMonths	0 Months
	08/12/2008	5,500	10 Years	Separate Vehicle		Deferred
	03/01/2020	64 %	No	Yes	49,540	52,017
Rate of Return	-					

Grand Rapids Fire Relief Association

Item 5.

2023 Schedule Form for Lump-Sum Pension Plans (Form SC-23)

Unpaid Installments

Name	Member Status	Birth Date	Entry Date	Separation Date	Amount Previously Paid	2023 Estimated Liability	2024 Estimated Liability
------	------------------	------------	------------	--------------------	------------------------------	-----------------------------	-----------------------------

No Unpaid Installments

Grand Rapids Fire Relief Association

Item 5.

2023 Schedule Form for Lump-Sum Pension Plans (Form SC-23)

Financial Projections

Calculation of Normal Cost

	2023	2024
Total Active Member Liabilities	1,386,900	1,561,032
Total Deferred Member Liabilities	940,610	985,473
Total Unpaid Installments	0	0
Grand Total Special Fund Liability	A. 2,327,510	B. 2,546,505
Normal Cost (Cell B - Cell A)		C. 218,995

Projection of Net Assets for Year Ending December 31, 2023

Special Fund Assets at December 31, 2022 (FIRE-22 ending assets)	1.	3,241,079
Projected Income for 2023		
Fire State Aid	D.	112,000
Supplemental State Aid (actual 2022 supplemental state aid)	E.	21,844
Municipal / Independent Fire Dept. Contributions	F.	5,000
Interest / Dividends	G.	89,866
Appreciation / (Depreciation)	H.	367,034
Member Dues	I.	0
Other Revenues	J.	0
Total Projected Income for 2023 (Add Lines D through J)	2.	595,744
Projected Expenses for 2023		
Service Pensions	K.	274,109
Member Names: Albert Morse		154,942
Anthony McInerney		31,000
James Gibeau		88,167
Other Benefits	L.	0
Administrative Expenses	M.	10,500
Total Projected Expenses for 2023 (Add Lines K through M)	3.	284,609
Projected Net Assets at December 31, 2023 (Line 1 + Line 2 - Line 3)	4.	3,552,214

Projection of Surplus or (Deficit) as of December 31, 2023

Projected Assets (Line 4)	5.	3,552,214
2023 Accrued Liability (Page 4, cell A)	6.	2,327,510
Surplus or (Deficit) (Line 5 - Line 6)	7.	1,224,704

Grand Rapids Fire Relief Association

Item 5.

2023 Schedule Form for Lump-Sum Pension Plans (Form SC-23)

Calculation of Required Contribution

Year Incurred	Deficit Information - Original		Deficit Information - Adjusted		
	Original Amount	Amount Retired as of 12/31/2022	Original Amount	Amount Retired as of 12/31/2023	Amount Left to Retire 1/1/2024
2014	0	0	0	0	0
2015	0	0	0	0	0
2016	0	0	0	0	0
2017	0	0	0	0	0
2018	0	0	0	0	0
2019	0	0	0	0	0
2020	0	0	0	0	0
2021	0	0	0	0	0
2022	0	0	0	0	0
2023			0	0	0
Totals	0	0	0	0	0

Normal Cost	8.	218,995
2022 Administrative Expense (FIRE-22)	2022 9.	10,429
2023 Projected Administrative Expense	2023	10,794
Amortization of Deficit (Total of Original Amount X 0.10)	10.	0
10% of Surplus	11.	122,470
Fire and Supplemental Aid	12.	133,844
Member Dues	13.	0
5% of Projected Assets at December 31st, 2023	14.	177,611
Required Contribution	15.	0

Grand Rapids Fire Relief Association

Item 5.

2023 Schedule Form for Lump-Sum Pension Plans (Form SC-23)

To be eligible for fire state aid this Schedule Form must be fully completed, certified by the relief association officers, forwarded to the municipal clerk/independent secretary on or before August 1, 2023, and submitted to the Office of the State Auditor.

Relief Association Officer Certification

I have obtained a copy of the schedule form with Confirmation Id ef08f557-d3ab-4591-9534-c8d9a84aab80 displayed in the lower left corner of each page.

We, the officers of the Grand Rapids Fire Relief Association certify that this Schedule Form was prepared under Minn. Stat. § 424A.092 and that:

- 1) The annual benefit level of \$6,500 per year of service was approved by the Relief Association's board of trustees and, if required by Minn. Stat. § 424A.092, ratified by the affiliated municipal governing board or independent nonprofit firefighting corporation;
- 2) We understand that this form shows that the Relief Association has a projected SURPLUS of \$1,224,704 and a projected funding ratio of 152.62 percent; and
- 3) The required 2024 contribution is \$0 based on the financial requirements of the Relief Association's Special Fund for the 2023 calendar year.

a97eb4d1-3baa-4fc4-a1d9-e6e4f0878290	Lance	Kuschel	07/27/2023
Signature of President	First Name	Last Name	Date
f99fb214-c53f-4190-900d-827d1d565e66	Anthony	Clifton	07/31/2023
Signature of Secretary	First Name	Last Name	Date
4e986390-65e7-4e19-ae27-d6c1949b50c8	William	Richter	07/27/2023
Signature of Treasurer	First Name	Last Name	Date

Municipal Clerk / Independent Secretary Certification*

I received the completed Schedule Form from the Grand Rapids Fire Relief Association with Confirmation Id ef08f557-d3ab-4591-9534-c8d9a84aab80 displayed in the lower left corner of each page.

I have reviewed Line 15 of the Schedule Form. If Line 15 shows a required contribution, I certify that I will advise the governing municipal body or the independent nonprofit firefighting corporation of any required contribution at its next regularly scheduled meeting.

b36d76cd-005d-476a-a6bd-b46b9d549698	Barbara	Baird	07/31/2023
Signature of Municipal Clerk / Secretary of independent nonprofit firefighting corporation	First Name	Last Name	Date

* See the form instructions for additional information about certification requirements.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 14, 2023

AGENDA ITEM: Consider approving the purchase and execution of a three- year agreement with ESRI for GIS ELA software.

PREPARED BY: Matt Wegwerth

BACKGROUND:

In 2021 the City approved a three-year agreement with ESRI for GIS software and purchased the Enterprise License Agreement (ELA) that allows for an unlimited number of users of the software rather than individual licenses. The attached agreement is the renewal of another three-year agreement at the rate of \$29,300.00 per year. This is an increase of \$1800.00 per year. The City has an agreement with PUC to share the licensing cost 50/50 each year. The total cost to the City each year will be \$14,650.00.

REQUESTED COUNCIL ACTION:

Make a motion approving the purchase and execution of a three-year agreement with ESRI for the GIS ELA software.



July 31, 2023

Mr. Mike LeClaire
City of Grand Rapids
420 N Pokegama Ave
Grand Rapids, MN 55744-2658

Dear Mike,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Angie Bramer



Quotation # Q-491068

Item 6.

Date: July 31, 2023

Customer # 21657 Contract # ENTERPRISE AGREEMENT

City of Grand Rapids
Engineering Dept
420 N Pokegama Ave
Grand Rapids, MN 55744-2658

ATTENTION: Mike LeClaire
PHONE: (218) 326-7623
EMAIL: mleclaire@ci.grand-rapids.mn.us

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 7/31/2023 To: 10/29/2023

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	\$29,300.00	\$29,300.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
168177	1	Year 2	\$29,300.00	\$29,300.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
168177	1	Year 3	\$29,300.00	\$29,300.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal: \$87,900.00

Sales Tax: \$0.00

Estimated Shipping and Handling (2 Day Delivery): \$0.00

Contract Price Adjust: \$0.00

Total: \$87,900.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Angie Bramer

Email:

abramer@esri.com

Phone:

(909) 793-2853 x8378

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



esri
 OF
 WHERE®

Item 6.

**SMALL ENTERPRISE AGREEMENT
 COUNTY AND MUNICIPALITY GOVERNMENT
 (E214-1)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities**Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 50 ArcGIS Online Viewers
 50 ArcGIS Online Creators
 10,000 ArcGIS Online Service Credits
 50 ArcGIS Enterprise Creators
 2 ArcGIS Insights in ArcGIS Enterprise
 2 ArcGIS Insights in ArcGIS Online
 5 ArcGIS Location Sharing User Type Extension (Online)
 5 ArcGIS Location Sharing User Type Extension
 (Enterprise)
 2 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 2 ArcGIS Utility Network User Type Extensions (Enterprise)
 2 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 14, 2023

AGENDA ITEM: Consider approving Collection of Local Sales & Use Tax Agreement

PREPARED BY: Kimberly Gibeau

BACKGROUND:

The Minnesota Department of Revenue requires an agreement with the City of Grand Rapids in order to act as collection agent for the local sales and use tax which began April 1, 2023.

The agreement is attached for review.

REQUESTED COUNCIL ACTION:

Make a motion to approve an agreement between the Minnesota Department of Revenue and City of Grand Rapids for Collection of a Local Sales and Use Tax.



Agreement Between the Minnesota Department of Revenue and City of Grand Rapids for Collection of a Local Sales and Use Tax

Introduction

This agreement concerns administration of local taxes identified below:

- Grand Rapids sales tax
- Grand Rapids use tax

Laws of Minnesota 2021, First Special Session, Chapter 14, Article 8, Section 7 authorize the above taxes. The taxes are imposed by Grand Rapids Ordinance 22-11-02 adopted November 28, 2022.

Administration, collection and enforcement

The Department of Revenue (department) will administer, collect, and enforce the Grand Rapids taxes identified in the introduction, as authorized under:

- Minnesota Statutes, section(s) 297A.99, and
- any other governing laws or statutes identified in the introduction

The administration, collection, and enforcement process will follow:

- Minnesota Statutes, Chapters 297A, 289A, and 270C
- Minnesota rules Chapter 8130, and
- Administrative procedures

Local tax administration also includes processing refunds, litigation, and authority to enter into settlement agreements on behalf of Grand Rapids. If the local tax revenues collected are not sufficient to cover actions taken, Grand Rapids must provide the department with sufficient funding to process all adjustments.

Grand Rapids agrees to update the ordinance listed above as needed to remain consistent with current language and definitions used in the governing Minnesota Statutes. Grand Rapids further agrees to take corrective action within 90 days if notified by the department of required ordinance language changes. The department will not enforce or engage in compliance activities for local taxes administered by the department if any portion of Grand Rapids's ordinance is not consistent with the governing Minnesota statutes. Local special taxes imposed before 2010 are not subject to this limitation.

Registration of vendors

The department is responsible for notifying vendors that are registered for state sales and use tax of their obligations to collect and remit Grand Rapids taxes covered by this agreement. The department is

also responsible for informing newly registered businesses of their obligations to collect and remit Grand Rapids sales and use taxes covered by this agreement.

Accounts registered for state sales and use tax who have a ZIP Code in the Grand Rapids tax jurisdiction will be registered for the Grand Rapids taxes by the department. We will mail an informational notice of registration to these businesses.

Outreach and education

The department will register and notify all vendors that are currently registered for state sales and use tax and the general public about the Grand Rapids taxes by posting a notice on the department's website (www.revenue.state.mn.us). Other notifications will be made at the time of registration, through the department's website.

Grand Rapids acknowledges that there is no cost-effective way to identify specific vendors located outside the Grand Rapids taxing jurisdiction who are required to be registered for Grand Rapids taxes. Identification of these vendors will be voluntary by vendor response to general notifications by the department and through other contacts that the vendor has with the department or the Streamlined Sales Tax Governing Board's (SSTGB) central registration system.

Publicity

If Grand Rapids maintains an official website, it will display (on its main web page) a link to a notice that residents and businesses may reference for more information about the local taxes. Grand Rapids will briefly describe the taxes and provide a link to the department's website (www.revenue.state.mn.us). Also state in the description that local use taxes on purchases of goods and services made outside of the political subdivision that are used in the political subdivision, are subject to local use taxes.

Local governments that bill residents and businesses for utilities must include a notice of the local taxes at least once per year. The notice must include a brief description of both the local sales and use taxes, and reference the department's website link.

Returns and remittance

Vendors will collect and remit Grand Rapids taxes covered by this agreement as part of their Minnesota sales and use tax returns, which include simplified electronic returns (SER's) authorized by the SSTGB. Revenues collected by the department are deposited in the State Treasury and credited to a special account. The department will draw from this account to recover department costs as provided in this agreement, and to transmit collections to Grand Rapids. Grand Rapids will accrue no interest on this amount.

Transmittal of tax

The department will transmit the taxes reported on returns monthly through the automatic clearinghouse system.

For each month of collection, the department will transmit taxes reported for that month in one monthly payment. The transmittal will be sent approximately 40 days after month end. The department retains a fee for administering, collecting, and enforcing the Grand Rapids taxes as provided in this agreement. The department sends notification each month to Grand Rapids with the month's sales and use tax collections and the administrative fees deducted.

Reports

Upon request, the department will provide Grand Rapids with a report showing information about taxpayers and the amount of taxes remitted. This report can be requested once per year at no additional cost. Grand Rapids must submit a written request via email or US mail. The department will consider requests for more frequent reports for an additional administrative fee.

Disclosure

Grand Rapids understands that any local sales and use tax account information given to it by the department is subject to the classification and disclosure provisions in Minnesota Statutes, chapters 13 and 270B. Pursuant to Minnesota Statutes, section 270B.12, subdivision 2, such information can only be used to the extent necessary to administer the local sales or use tax.

The department will provide disclosure training materials to Grand Rapids's designated representative. Grand Rapids must train any employees with a business need to access not public Minnesota sales and use tax information provided by the department. All employees who have a business reason to access not public tax information must complete the required training annually. New employees and other users who did not previously have a business reason to access not public tax information must complete the training before they may be granted access it.

Grand Rapids must update its disclosure authorization form by December 31 of each year, providing a list of all personnel who are trained and authorized to view not public Minnesota sales and use tax information. If an authorized employee or official no longer needs access to tax information due to a change of duties, separation from employment, or any other reason, it is Grand Rapids's obligation to instruct the department's local tax liaison to terminate access rights for that individual by the start of the next calendar quarter.

Failure to conduct the required disclosure trainings or update the user access list as described above will result in the department suspending Grand Rapids's access to not public Minnesota sales and use tax information until such training is completed.

Inspection of records and audit information

The department will allow Grand Rapids to inspect and audit all data, records, and other information relating to its local sales or use tax, the cost of collecting the tax, and the performance by the department under this agreement. Grand Rapids will submit any requests to inspect the sales or use tax data to the department in writing, as prescribed by the department.

Reimbursement of costs

The department will review its own direct and indirect costs for administering, collecting, and auditing local taxes as needed and adjust costs accordingly. If changes are required, the department will notify Grand Rapids of the estimated cost for administering, collecting, and enforcing the local taxes at least 180 days prior to when the change will be implemented.

For each month of collection, the following calculation of reimbursement for administrative costs will apply.

Minnesota Statutes, section 297A.99, subdivision 11 states the Department shall deduct the direct and indirect costs to administer local taxes. Grand Rapids will pay a flat rate of 1.35% of sales taxes collected to cover the administration, collection, and auditing of all local sales taxes administered by the department. Any changes required to balance costs and fees will be communicated according to the notification schedule noted above. Any shortfalls or reserves will be managed across years to the extent possible.

Termination of a local tax

The department will provide a report to Grand Rapids after the last month that the tax is in effect. The report will indicate the total amount of Grand Rapids taxes, corresponding adjustments made, prior month corrections, and administrative fees retained. In addition, when a tax ends, the department will work with Grand Rapids to determine a reserve amount the department will retain which will be used as a fund to make adjustments or refunds. Please see the Responsibilities section below for more details. The portion of this fund not used for refunds or adjustments will be transmitted to Grand Rapids at the close of the period of limitations. The account remains open for a period equal to the statute of limitations provided in Minnesota Statutes, section 289A.40, for sales and use tax returns. The account will be reconciled and Grand Rapids will be notified of the final settlement.

Responsibilities

When the boundary limits for Grand Rapids change, it is the responsibility of Grand Rapids to notify and provide the department with the updated boundary information. The department will only update the rate calculator and ZIP Code guide upon receiving this information. Minnesota Statute requires that the department notify vendors of their tax obligations when boundaries change. Vendors not notified will be relieved of liability until notification occurs. The department will not engage in compliance activities for vendors in the new boundary area who have not been formally notified of the change.

If Grand Rapids updates or amends the city ordinance relating to the Grand Rapids tax covered by this agreement, Grand Rapids must provide a draft of the changes to the department for review before it is made final. The department will review the changes to ensure compliance with governing statutes. Grand Rapids will then provide the department with a signed copy of the revised or amended ordinance.

Grand Rapids must provide the department with current contact information annually and advise when any changes occur. This includes, but is not limited to, the contact person, phone number, address, and email.

Grand Rapids will notify the department prior to the 90-day notification requirement for when the tax will end. The department will work with Grand Rapids to project an estimated amount to retain for the reserve fund. This amount retained will allow for adjustments and refunds as mentioned in the

"Termination of local tax" section. In the event the Department does not retain enough revenues to cover any adjustments once the tax ends, a bill will be sent for the outstanding amount. See Minnesota Statutes, section 297A.99 subdivision 9.

Effective date

This agreement is effective the day following imposition of the tax and supersedes any previous agreement.

Modifications

Any portion of this agreement may be modified. Modifications must be in writing and signed by the Commissioner of Revenue and an authorized representative of Grand Rapids.

Minnesota Department of Revenue

Signature: _____

Paul Marquart
Commissioner of Revenue

Date: _____

Grand Rapids Representative

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 14, 2023

AGENDA ITEM: Consider approving Redpath and Company, LLC Engagement Letter dated August 3, 2023 for audit year ending December 31, 2023.

PREPARED BY: Barb Baird

BACKGROUND:

The City's current engagement letter is for the years 2020 through 2022. We have requested a new engagement letter to include the audit year 2023. The letter defines the agreement with respect to the terms and objectives of the engagement letter and the nature and limitation of services Redpath and Company, LLC will provide to the City of Grand Rapids for year ending December 31, 2023. The letter is attached for your review.

REQUESTED COUNCIL ACTION:

Make a motion approving Redpath and Company, LLC Engagement Letter dated August 3, 2023 for audit year ending December 31, 2023, and authorize the necessary signatures.

August 3, 2023

Barbara Baird, Finance Director
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662

This letter defines the agreement with respect to the terms and objectives of our engagement and the nature and limitations of the services Redpath and Company, LLC will provide to the City of Grand Rapids, Minnesota for the year ended December 31, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City of Grand Rapids, Minnesota as of and for the year ended December 31, 2023. The public utilities commission component unit will be audited by other auditors. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Grand Rapids, Minnesota's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Grand Rapids, Minnesota's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Budgetary Comparison Schedules presented as RSI
- Schedule of Changes in the Total OPEB Liability and Related Ratios
- Schedules of Proportionate Share of Net Pension Liability
- Schedules of Pension Contributions

- Schedule of Changes in Net Pension Liability and Related Ratios

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Grand Rapids, Minnesota's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- Combining and Individual Nonmajor Fund Financial Statements and Schedules
- Schedule of expenditures of federal awards

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- Introductory Section
- Statistical Section

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

We will also issue a report on compliance based on the *Minnesota Legal Compliance Audit Guide for Cities*, promulgated by the State Auditor pursuant to Minnesota Statute 6.65.

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance; and the minimum procedures for auditors as prescribed by Minnesota Statute 6.65, and will include tests of your accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have

a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Audit Procedures – Internal Control

We will obtain an understanding of the entity and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Grand Rapids, Minnesota's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Grand Rapids, Minnesota's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Grand Rapids, Minnesota's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

The *Minnesota Legal Compliance Audit Guide for Cities* requires that we test whether the entity has complied with certain provisions of Minnesota statutes. Our audit will include such tests of the accounting records and other procedures as we consider necessary in the circumstances.

Other Services

We will also assist with the following other services based on information provided by you:

- preparation of the financial statements, the schedule of expenditures of federal awards and related notes in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance
- preparation of pension related workpapers and journal entries
- preparation of OPEB related workpapers and journal entries

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the services defined above. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, the schedule of expenditures of federal awards, and related notes, the other services listed above, and any other nonattest services we provide. You will be required to acknowledge in the management representation letter our assistance with the nonaudit services listed above, that you have reviewed and approved those services prior to the issuance of the financial statements, and that you have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review upon the commencement of our audit.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Grand Rapids, Minnesota; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Redpath and Company and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to oversight agencies, regulators, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Redpath and Company personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Unless additional work is requested or required, our fee for these services will be as follows:

	<u>2023</u>
City financial audit and financial statement preparation	\$49,500
GASB 68 assistance	1,600
Out-of-pocket expenses	<u>3,100</u>
Subtotal	54,200
PUC delay fee	<u>2,250</u>
 Total excluding single audit	 <u><u>\$56,450</u></u>
 Federal single audit, if needed ⁽¹⁾	 \$5,500 - \$7,500
 ⁽¹⁾ Assumes one major program	

Out-of-pocket costs, such as confirmation and courier fees, will be billed in addition to the fees stated above. We bill our fees monthly as work progresses and expect payment within thirty (30) days. Each invoice includes a detailed description of the services provided. Amounts over thirty (30) days will be considered delinquent. We reserve the right to assess a 1.5% per month service charge on any balance older than thirty (30) days. In the event it becomes necessary to refer this account to an attorney for collection (whether or not suit is commenced), you will be responsible for payment of all reasonable costs of such collections, including reasonable attorney fees. Our policy is to suspend work if your account becomes overdue by sixty (60) days or more, and work will not be resumed until your account is paid in full. Should we elect to discontinue services, you will be responsible for all time and expenses incurred through the date of termination regardless of whether we have issued a report or other final product.

The above fees are based on the anticipated scope of services, anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered. The following circumstances may result in a change in scope of services and an increase in fees:

- Significant audit adjustments, internal control deficiencies or compliance findings,
- New accounting standards,
- Failure to complete the preparation work by the applicable due dates,
- Inaccurate records,
- Turnover in your staff,
- Significant unanticipated or undisclosed transactions, issues, or other such unforeseeable circumstances,

- Delays causing scheduling changes or disruption of previously scheduled timing of work (fieldwork),
- Circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit
- Fraud or misuse of public funds

Our fees do not include bookkeeping or accounting assistance, preparation of audit workpapers, reconciliations or similar assistance (unless otherwise noted in the sections above). Our fees for such services will be dependent on the level of effort required.

Services requested by you that are not included in this engagement letter will be billed dependent on the level of effort required and will be subject to all the terms of this letter.

Our fees and rates are adjusted annually for general economic factors.

If we are requested or required to provide documents or testimony to support litigation proceedings as a professional service on your behalf (that is, litigation in which we are not a party as a result of our engagement), you will be billed for our time at the current standard rates and all out-of-pocket expenditures, including copying costs and legal fees.

Record Keeping Responsibilities

The AICPA Code of Professional Conduct requires Redpath and Company to maintain our independence with regards to certain attestation services provided to the City of Grand Rapids, Minnesota. These rules require the City of Grand Rapids, Minnesota to take responsibility for all nonattest services. Redpath and Company cannot serve as custodian for your data in such a way that your data is incomplete and accessible only through Redpath and Company or the Redpath portal. As such, any financial report, reconciliation, document, and calculation (depreciation schedules, journal entries, etc.) that we prepare or update on your behalf will be sent to you at the completion of each attest or nonattest service. You are responsible for downloading and maintaining these records as well as all supporting documents generated in the normal course of business until the retention period expires.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by oversight agencies, regulators, or pass-through entities. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Confidentiality

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Privacy

We have established policies and procedures to ensure that the entity's non-public information is private and secure at all times. We maintain physical, electronic and procedural controls to comply with standards in safeguarding your information from loss, misuse, alteration or destruction (unless the destruction is according to our records retention schedule). We do not sell information to third parties. We do not disclose non-public information except as necessary to provide our services (see Confidentiality above) and as required by law. We do not disclose non-public information we receive to our affiliates unless authorized.

Dispute Resolution

In the event of a dispute over fees for our engagement, the City of Grand Rapids, Minnesota and our firm mutually agree to try in good faith to resolve the dispute through mediation by selecting a third-party to help reach an agreement, in accordance with the following paragraph (Mediation). If we are unable to resolve the fee dispute through mediation, then, with the consent of both parties, such disputes may be settled by binding arbitration. We both acknowledge that should a dispute over fees arise that cannot be resolved through mediation, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. Instead, we are accepting the use of arbitration for resolution.

We believe that most disagreements can be resolved to mutual satisfaction in a friendly, non-threatening environment. While we do not expect there to be any problems whatsoever with our relationship, misunderstandings can occur. Therefore, we agree that any dispute arising under this agreement (including the scope, nature and quality of services to be performed by us, our fees or other terms of the engagement) shall be submitted to mediation. A competent

and impartial third-party, acceptable to both parties, shall be appointed to mediate, and each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceeding shall be commenced under this agreement until at least sixty (60) days after the mediator's first meeting with the involved parties. If the dispute requires litigation, the court shall be authorized to impose all defense costs against any non-prevailing party found not to have participated in the mediation process in good faith.

Non-Solicitation of Employees

In recognition of the importance of our employees, it is hereby agreed that the City of Grand Rapids, Minnesota will not solicit our employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Redpath and Company for a period of twelve months following the date of the conclusion of this engagement. If the City of Grand Rapids, Minnesota violates this non-solicitation clause, the City of Grand Rapids, Minnesota agrees to pay Redpath and Company a fee equal to 25% of the hired person's last annual salary at Redpath and Company at the time of violation so as to reimburse Redpath and Company for the costs of hiring and training a replacement.

Reporting

We will issue a written report upon completion of our Single Audit and our audit of the City of Grand Rapids, Minnesota's financial statements which will also address other information in accordance with AU-C 720, *The Auditor's Responsibilities Relating to Other Information Included in Annual Reports*. Our reports will be addressed to the City Council of the City of Grand Rapids, Minnesota. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing on internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of

internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Grand Rapids, Minnesota and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign this letter and return it to us via email.

Sincerely,

REDPATH AND COMPANY



Rebecca M. Petersen, CPA

RMP/ajf

Response

This letter correctly sets forth the understanding of the City of Grand Rapids, Minnesota.

Management signature

Governance signature

Title

Title

Date

Date

Nonaudit Services

The individual(s) assigned to oversee the nonaudit services is the Finance Director, unless indicated below:

_____ (name and title)



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 14, 2023

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

PREPARED BY: Laura Pfeifer

BACKGROUND:

Accounts payable check #153445 issued to Latvala Lumber on June 21, 2023 for \$58.06 is lost. Jeff Wunderlich from Latvala Lumber has completed an Affidavit of Lost Check for the lost check.

REQUESTED COUNCIL ACTION:

Make a motion to void lost accounts payable check #153445, issue a new check and waive bond requirements for the check issued to Latvala Lumber in the amount of \$58.06.

AFFIDAVIT

Item 9.

STATE OF) Minnesota

) SS

COUNTY OF) Itasca

Jeff Wunderlich, being first duly sworn on oath, states that he/she resides at **1922 Glenwood Drive, Grand Rapids, MN, 55744** and that he/she is the payee named in a check number **153445**, issued to **Latvala Lumber**, drawn by **City of Grand Rapids** dated **6/21/23**, for the sum of **\$58.06**; that to my knowledge this check was never endorsed by me, that I did not authorize anyone to endorse it for me, and that the circumstances of the loss or destruction of the check are as follows:

Accounts Payable lost check

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

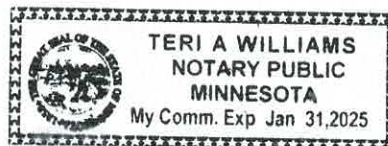
SIGNED

Jeff Wunderlich

Subscribed and sworn to before me

This 28th day of July, 2023

Teri A. Williams
Notary Public





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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 14, 2023

AGENDA ITEM: Consider approving a property damage release with Qwest Corporation

PREPARED BY: Matt Wegwerth

BACKGROUND:

In 1998, Lumen Company bored underground communication lines for Qwest Corporation in or near the 7th Street Southwest / 6th Avenue Southwest intersection. During this installation, a communication line damaged a storm sewer pipe. In the summer of 2023, a sink hole developed due to this damage. The City hired TNT Construction to repair the pipe. A claim was submitted to Qwest and they have agreed to pay the repair invoice. In order for payment to be released, a property damage release needs to be approved. Attached is a copy of this release and the invoice from TNT.

REQUESTED COUNCIL ACTION:

Make a motion approving a property damage release with Qwest Corporation

For and in consideration of the sum of Eleven Thousand Seven Hundred Six Dollars and 00/100 Cents (\$11,706.00) the adequacy and receipt of which is hereby acknowledged that the City of Grand Rapids her/his/their representatives, successors, predecessors, heirs, executors, and administrators (hereafter "Claimant") release, acquit and forever discharge Qwest Corporation and their parents, subsidiaries, affiliates, agents, employees, servants, officers, directors, shareholders, successors, heirs, executors, administrators, insurers and all other persons, firms, corporations, associations or partnerships (hereafter and collectively "Released Party") of and from any and all property damage only claims, actions, causes of action, demands, rights, damages, costs, Claimant now has/have or which may hereafter accrue on account of or in, in any way growing out of the resulting or to result from the accident, casualty or event which occurred or was discovered on or about the 10^h Day of July, 2023, on or near 7th Street Southwest and 6th Avenue, Grand Rapids Minnesota.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed property damage only claim, and that the payment made is not to be construed as an admission of liability on the part of the party or the parties hereby released, and that said releases deny liabilities therefore and intend merely to avoid litigation and buy their peace.

Claimant undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the Claimant, and that this Property Damage Only Release contains the entire agreement between the parties hereto, and that the terms of this Property Damage Only Release are contractual and not a mere ritual.

Claimant hereby represents and warrants that there are no liens of any kind applicable to the consideration of this settlement and/or that any applicable liens will be fully satisfied and extinguished out of the funds received as the consideration of this agreement.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF FINANCIAL GAIN, ANY MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this _____ day of _____, 20__.

CAUTION: READ BEFORE SIGNING BELOW

Witness

Print Name

Signature

STATE OF _____

COUNTY OF _____

On the _____ day of _____ 20__ , before me personally appeared _____ to me known to be the person(s) named herein and who executed the foregoing Release and acknowledged to me that he/she/they voluntarily executed same.

My term expires _____, 20__ .

Notary Public _____



Item 10.

RECEIVED

JUL 27 2023

CITY OF GRAND RAPIDS

40 COUNTY ROAD 63

GRAND RAPIDS, MN 55744

INVOICE

Invoice No.

2330

SOLD TO GRAND RAPIDS PUBLIC WORKS
ATTN: ACCOUNTS PAYABLE
420 N POKEGAMA AVE
GRAND RAPIDS, MN 55744

SHIP TO MISC COMMERCIAL

ACCOUNT NO	PO NUMBER	JOB NUMBER	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
GRAN09		23307		Net 30	7/24/2023	1

JULY 11, 2023 LABOR, EQUIPMENT AND MATERIALS TO REPAIR STORM SEWER THAT HAD BEEN DRILLED THROUGH BY UTILITY COMPANY. REMOVE AND REPLACE PIPE AND LOWERED PHONE LINE BELOW PIPE

LABOR AND MATERIALS TO FORM AND POUR CURB

JULY 21, 2023 LABOR, EQUIPMENT AND MATERIALS TO ASPHALT PATCH BACK THE STREET AFTER ALL REPAIR INSTALLATIONS HAD BEEN DONE

PER ATTACHED SERVICE ORDERS

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	LS - JULY 11, 2023 LABOR, EQUIPMENT AND MATERIALS TO REPAIR STORM SEWER THAT HAD BEEN DRILLED THROUGH BY UTILITY COMPANY. REMOVE AND REPLACE PIPE AND LOWERED PHONE LINE BELOW PIPE	7,706.00	7,706.00
	1	LS - LABOR AND MATERIALS TO FORM AND POUR CURB	917.00	917.00
	1	LS - JULY 21, 2023 LABOR, EQUIPMENT AND MATERIALS TO ASPHALT PATCH BACK THE STREET AFTER ALL REPAIR INSTALLATIONS HAD BEEN DONE	3,083.00	3,083.00

TOTAL AMOUNT 11,706.00



40 County Road 63 • Grand Rapids, MN 55744

SERVICE ORDER

Item 10.

EQUAL OPPORTUNITY EMPLOYER

No 15982

TO:

TERMS:

PHONE		DATE OF ORDER - - 23	
ORDER TAKEN BY		CUSTOMER ORDER NUMBER	
<input type="checkbox"/> DAY WORK	<input type="checkbox"/> CONTRACT	<input type="checkbox"/> EXTRA	
JOB NAME/NUMBER			
JOB LOCATION City of Grand Rapids 6th St SW			
JOB PHONE		STARTING DATE	

QTY.	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK			
1	4x8 SHEET Hard Board		32 ⁰⁰	FORM + FOUR CURBS			
1	yard CON. 5" w/ 10% chgr		299 ⁰⁰				
2	gallons white pigM	26 ⁰⁰	52 ⁰⁰	At 6th AVE SW + 7th street SW.			
TOTAL MATERIAL			383 ⁰⁰				
HR.	EQUIPMENT	RATE	AMOUNT	HRS.	LABOR	RATE	AMOUNT
				2	JEREMY C.	89	178 ⁰⁰
				2	JOLY M	89	178 ⁰⁰
				1	LEVI G	89	89 ⁰⁰
				1	HUNTER C	89	89 ⁰⁰
TOTAL LABOR							534 ⁰⁰
TOTAL MATERIALS							383 ⁰⁰
TOTAL EQUIP.							-
TAX							-
TOTAL							917 ⁰⁰

THANK YOU!



REQUEST FOR COUNCIL ACTION

AGENDA DATE: 08/14/2023

AGENDA ITEM: Consider authorizing Mayor Christy to sign a Managed Account Program agreement with Marco for the library copier lease.

PREPARED BY: Will Richter

BACKGROUND:

The library copier lease with Marco is up for renewal. In order to process the renewal paperwork City Council approval is needed for Mayor Christy to sign the agreement.

REQUESTED COUNCIL ACTION:

Make a motion to authorize the Mayor to sign a Managed Account Program agreement with Marco for the library copier lease.



MAP Agreement

APPLICATION NO.

2998290

AGREEMENT NO.

500-0698638

Item 11.

Meter Reading Contact Person: Lasha Karels lkarels@ci.grand-rapids.mn.us

Managed Account Program

Phone: 800.892.8548 | Fax: 800.847.3087

The words "User," "Lessee," "you" and "your" refer to **Customer**. The words "Owner," "Lessor," "we," "us" and "our" refer to **Marco Technologies LLC**.

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
CITY OF GRAND RAPIDS			140 NE 2ND ST	
CITY	STATE	ZIP	PHONE	
GRAND RAPIDS	MN	55744	(218)326-7643	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
**NOTE: LIBRARY ON INVOICES				
CITY	STATE	ZIP	E-MAIL	
			lkarels@ci.grand-rapids.mn.us	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

EQUIPMENT WITH CONSOLIDATED MINIMUMS

MAKE/MODEL/ACCESSORIES	SERIAL NUMBER	START METER COLOR	START METER BW
1 KONICA - A7R0017 (C258) - [140 NE 2ND ST GRAND RAPIDS, MN 55744-2826]	A7R0017005760		
Minimum Payment* \$	119.08	Color Print Allowance	145
		B&W Print Allowance	2,800
		Excess Color Print Charge* \$	0.051000
		Excess B&W Print Charge* \$	0.008000
*plus applicable taxes			

MARCO SUPPORT DESK (By selecting "YES" you agree that the Marco Support Desk Monthly Fee will be added to this Agreement's monthly invoice.)

	Do you wish to enroll in the Marco Support Desk for equipment listed herein?	Number of Devices Enrolled:	Marco Support Desk Device Monthly Fees		
	<input type="checkbox"/> Yes OR <input type="checkbox"/> No	1	1 - 5 Devices: \$10	6 - 15 Devices: \$20	16+ Devices: \$30
	If enrolled, the equipment on this Agreement will qualify for Marco Support Desk. If no box is checked, then you have elected to waive Marco Support Desk coverage for equipment listed herein.				

FREQUENCY OF MINIMUM PAYMENT

Please Check One: ☒ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually
(If no box is checked, frequency will be Monthly)

METER READING FREQUENCY

Please Check One: ☐ Monthly ☐ Quarterly ☐ Semi-Annually ☒ Annually
(If no box is checked, frequency will be Monthly)

TERM

Term in Months 24
If you are exempt from sales tax, attach your certificate.

SUPPLIES COVERAGE LEVELS

Please Check One: ☒ All Inclusive ☐ HP OEM ☐ No Supplies Included
(If no box is checked, no supplies will be included) (Billed at Standard Pricing)

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

OWNER ACCEPTANCE

Marco Technologies LLC			
OWNER	SIGNATURE	TITLE	DATED

PRIVACY AND INFORMATION SECURITY

You acknowledge that the Equipment you have received may be equipped with a hard drive that may store personal and confidential information ("PCI") and you understand the privacy and information security risks associated with PCI that may be stored on your Equipment. You agree to be responsible for safeguarding any PCI and you agree to indemnify and hold Marco Technologies LLC harmless from any loss, misappropriation or breach of the PCI that may be stored on your Equipment.

CITY OF GRAND RAPIDS	X	TITLE
CUSTOMER (as referenced above)	SIGNATURE	DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO, AND TO USE ELECTRONIC SIGNATURES, COMMUNICATIONS AND RECORDS.

CITY OF GRAND RAPIDS	X	TITLE
CUSTOMER (as referenced above)	SIGNATURE	DATED

FEDERAL TAX I.D. #

PRINT NAME

TERMS AND CONDITIONS (Continued on Page 2)

1. **AGREEMENT:** You agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its rental, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards, free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to secure this interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.
4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.
5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBRENT THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or a substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.
7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. You agree to provide updated annual and/or quarterly financial statements to us upon request.
8. **END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of any term, and you timely return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is returned. As long as you have given us the required written notice, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**
9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.
10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.
11. **WARRANTY DISCLAIMERS:** WE ARE RENTING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.
12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Owner or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Owner or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**
13. **MAINTENANCE AND SUPPLIES:** You have elected to enter into a service and maintenance arrangement with Supplier, and if indicated by the selection of a Supplies Coverage Level on page 1, for maintenance, inspection, adjustment, parts replacement (excluding ink print heads), drums, cleaning material required for proper operation and toner and developer (collectively, the "Services and Supplies"). Paper, staples and MICR cartridges must be separately purchased by you. Imager network support on connected Equipment is not included and will be billable at the prevailing hourly rate, at your expense. Supplies for equipment may or may not be included in this Agreement. If included, the amount payable under this Agreement for Supplies is based on the industry standard and the manufacturer estimated yield for black toner and developer based on an average per page coverage of 6% and for color toner and developer based on an average per page coverage of 20%. If your toner and developer usage exceeds the average page coverage amount, we in our sole discretion reserve the right to increase the amount payable under this Agreement for Supplies in order to adjust for any increased toner and developer usage in excess of the industry standard. You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Services or Supplies. Supplier will be solely responsible for performing all Services and providing all Supplies. You agree not to hold Owner (if different from Supplier) or any assignee of this Agreement responsible for Supplier's Service and Supplies obligations. As a convenience to you, we will provide you with one invoice covering amounts owing for your renting of the Equipment under this Agreement and the amounts owing to Supplier for the Services and Supplies. If necessary, Supplier's obligations to you for the Services and Supplies may be delegated by us to another company. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of prints shown on page 1 of this Agreement for each applicable print type. Regardless of the number of prints made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on any Equipment capable of reporting meters electronically using our electronic meter collection method. You consent to implementation of a data collection agent ("DCA") for such purposes. For any Equipment that does not report into the DCA, you agree to provide the meters in a manner satisfactory to us. If we are unable to gather a meter reading from you using DCA methods, you will be assessed a \$3 fee per month per device for us to collect your meter reads. You agree to pay the applicable excess print charge for each metered print that exceeds the applicable minimum number of prints. Prints made on equipment marked as not financed under this Agreement will be included in determining your print and excess charges. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the Minimum Payment and the Excess Print Charge(s) by a maximum of 15% of the existing Minimum Payment or Excess Print Charge(s). In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.
14. **SUPPLIES LEVEL COVERAGE INFORMATION:** All inclusive is defined as including all colors (cyan, magenta, yellow and black) of toners, developers, drums and drums kits. HP OEM is defined as including all colors (cyan, magenta, yellow and black) of HP Original Equipment Manufacturer toners, developers, drums and drums kits. No Supplies included is defined as not including any toners, developers, drums or drums kits.
15. **MARCO SUPPORT DESK:** If you selected "yes" on page 1, you will have access to the Marco Support Desk, Monday – Friday from 7:00 am to 5:00 pm CST via phone or internet for the following matters: 1) Required reconfiguration of Equipment imagers on your network for printing and scanning because of replaced or upgraded workstations and/or servers and IP address changes (One attempt (thirty (30) minutes) to reconfigure scan to email resulting from changes made by your internet service provider); 2) Reinstallation and configuration of manufacturer companion software for Equipment and drivers hereunder on additional or upgraded workstations for the following: Sharpdesk, PC Fax Drivers, EFI Command Workstation, EFI Remote scan, and Marco installed meter monitoring software; 3) Other printing or scanning software related issues as applicable to the normal function of imager(s) for the Equipment; and 4) Request support for the Software identified on page one of this Agreement, if you have a current support agreement with Software provider. Device network support on connected Equipment and reconfiguration to imagers required because of changes to your network, including but not limited to, different or upgraded network operating systems are not included in this Agreement and may be purchased separately at our prevailing rates. Any such purchase shall be subject to the terms of this Agreement.



STATE AND LOCAL GOVERNMENT ADDENDUM

Item 11.

AGREEMENT NO.

Phone: 800.892.8548 | Fax: 800.847.3087

Addendum to Agreement # _____ and any future supplements/schedules thereto, between
CITY OF GRAND RAPIDS _____, as Customer and Marco Technologies LLC, as Lessor
("Agreement"). The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS.** YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

LESSOR ACCEPTANCE

Marco Technologies LLC

LESSOR

X

SIGNATURE

TITLE

DATE

CUSTOMER ACCEPTANCE

CITY OF GRAND RAPIDS

CUSTOMER

X

SIGNATURE

TITLE

DATE

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 14, 2023

AGENDA ITEM: Consider the retirement of part-time employee, Kent Baril, from the Pokegama Golf Course

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

Kent Baril has worked part-time at the Pokegama Golf Course since August 23, 2011. He has recently provided notice of his intent to retire on October 31, 2023.

REQUESTED COUNCIL ACTION:

Make a motion to accept the retirement of Kent Baril, from the position of part-time golf course maintenance worker, effective October 31, 2023.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 14, 2023

AGENDA ITEM: Consider adopting a resolution vacating the plat of Forest Lake Addition recorded on July 13, 2023, as Document A000773304.

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

As was discussed at the August 7, 2023 City Council Special Meeting, some errors in the recording of documents during the conveyance of the former Forest Lake School site from the School District to the City and then from the City to GREDA have caused title issues that require the vacation of the recently recorded plat of Forest Lake Addition.

Following the recording of this action by the City Council and the action taken by the Council on August 7th, a new plat of the same name will be recorded again to resolve this issue.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution vacating the plat of Forest Lake Addition recorded on July 13, 2023, as Document A000773304

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

RESOLUTION NO. 23-__

A RESOLUTION VACATING PLAT ENTITLED FOREST LAKE ADDITION, RECORDED AS DOCUMENT NUMBER A000773304 ON JULY 13, 2023, IN THE COUNTY OF ITASCA, MINNESOTA

WHEREAS, it has been discovered that, due to errors in the previous filing and recording of documents, title was not vested with the Grand Rapids Economic Development Authority for the lands included within their plat entitled Forest Lake Addition at the time the Plat was recorded in the Office of the Itasca County, MN Recorder on July 13, 2023, as Document A000773304; and

WHEREAS, the City of Grand Rapids desires to take necessary steps to correct the chain of title so that the Grand Rapids Economic Development Authority possesses clear title to the property in question and can proceed with the filing of a new plat under the same name.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA: that the City Council does hereby vacate the plat entitled Forest Lake Addition recorded in the Office of the Itasca County, MN Recorder on July 13, 2023, as Document A000773304.

Adopted by the City Council this 14th day of August 2023.

Dale Christy, Mayor

ATTEST:

Kim Gibeau, City Clerk

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

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 8/14/2023

AGENDA ITEM: Consider adopting a resolution accepting a Hazardous Materials Emergency Planning Grant

PREPARED BY: Travis Cole-Fire Chief

BACKGROUND:

The Grand Rapids Fire Department has applied and been awarded \$32,637 of funding for the Hazardous Material Chemical Assessment Team to be reimbursed at an 80/20 match, used for training and educational purposes. The twenty percent funding match is accounted for within the Hazmat Team regular budget.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution accepting a Hazardous Materials Emergency Planning Grant on behalf of the Hazardous Material Chemical Assessment Team.

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

RESOLUTION NO. 23-

A RESOLUTION ACCEPTING A \$26,110 GRANT FROM THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY, THROUGH THE STATE FIRE MARSHAL DIVISION FOR A HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS (HMEP) GRANT WITH A REQUIRED LOCAL MATCH OF \$6,527.50 FOR THE GRAND RAPIDS FIRE DEPARTMENT

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

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

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the listed donation and terms of the donor as follows:

- The Minnesota Department of Public Safety through the State Fire Marshal Division (HMEP) has granted the Grand Rapids Fire Department a \$26,110 grant for the Cold Zone Conference and International Hazardous Materials Conference with a local match requirement of \$6,527.50.

Adopted this 14th day of August 2023

Dale Christy, Mayor

Attest:

Kimberly Gibeau, City Clerk

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

2021 HMEP Grant Year 3 Request for Reimbursement form - STATE TEAMS ONLY

Name: _____ Title/Position: _____

Agency/Fire Department: _____

Street Address: _____

City, State, Zip: _____

HMEP Grant Award (reimbursable) amount: \$ _____

Grant Soft Match Required by Department: \$ _____

Total Grant Allocation (award + match): \$ _____

Training Course(s) Awarded: _____

Fire Departments must complete and return this form to receive the reimbursement award:

I certify that the items for which this grant award reimbursement request is made in the amount of \$ _____ and grant soft match of \$ _____ has been paid for by the municipality on behalf of the _____ Agency/Fire Department **in accordance to the HMEP Grant Guidelines**. There were no other state or federal grant dollars used to pay for the training in which we are seeking reimbursement from the Minnesota Board of Firefighter Training and Education.

Remember to include:

- Copy of invoice(s) associated with the HMEP approved grant expenses.
- Copy of course roster(s) and date(s) of training.
- Documentation of Soft Match related expenses paid by the municipality.
- Please confirm your Federal Tax ID # and State Vendor # is correct.

Your 2021 HMEP Grant Year 3 Request for Reimbursement Form and copies of related expenses must be submitted to the MBFTE by September 30, 2023.

Federal Tax Identification Number: _____

State Vendor Number: _____

Signature of Municipality Finance Director/Clerk/Treasurer: _____

Title: _____

Date: _____ Contact phone # _____

**Send request to: MBFTE, 445 Minnesota Street, Suite 146, Saint Paul, MN 55101
or E-mail to: fire-training.board@state.mn.us or FAX to: 651-215-0525**

To be completed by MN Board of Firefighter Training and Education (MBFTE)

MBFTE Executive Director's Signature: _____

Award Amount paid: \$ _____ Date: _____

MINNESOTA DEPARTMENT OF PUBLIC SAFETY



Alcohol and
Gambling
Enforcement

Bureau of
Criminal
Apprehension

Driver
and Vehicle
Services

Emergency
Communication
Networks

Homeland
Security and
Emergency
Management

Minnesota
State Patrol

Office of
Communications

Office of
Justice Programs

Office of
Pipeline Safety

Office of
Traffic Safety

State Fire
Marshal



State Fire Marshal

445 Minnesota Street • Suite 145 • Saint Paul, Minnesota 55101-5145

Phone: 651-201-7200 • Fax: 651-215-0525

www.dps.state.mn.us

June 30th, 2023

Grand Rapids Hazmat

Attn: Travis Cole

104 SE 11th Street

Grand Rapids, MN 55744

The Minnesota State Fire Marshal Division is pleased to notify you that we have approved your request for funding for your Hazardous Materials Emergency Preparedness (HMEP) Grant.

- Total Grant Allocation (award + match): \$32,637.50
- Total Grant Award (80%) (reimbursable amount): \$26,110.00
- Total Grant Match Required (20%): \$6,527.50

Awarded funds MUST be spent on the approved budgeted items that you listed in your request for funding submission by September 30th, 2023. Reimbursements must be requested no later than November 1st, 2023.

This is a reimbursement program, and the funds will be disbursed upon receipt of the signed, completed forms, along with the proper supporting documentation (by November 1st, 2023).

If you have any questions regarding your award, please contact State Emergency Response Teams Coordinator John Kreuser at john.kreuser@state.mn.us or (612) 619-8964.

Respectfully,

John Kreuser
State Emergency Response Teams Coordinator



REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 14, 2023

AGENDA ITEM: Consider approving MAVO Systems proposal to remove paint containing asbestos in Room 128 of Civic Center

PREPARED BY: Kimberly Gibeau

BACKGROUND:

The proposed cost of this work is \$3,680.00. There are sufficient funds remaining in the project contingency to cover this work.

REQUESTED COUNCIL ACTION:

Make a motion to approve MAVO Systems proposal to remove paint containing asbestos in Room 128 of the Civic Center.

MAVO**SYSTEMS***Environmental/Specialty Contracting Services***PROPOSAL**DATE: **May 18, 2023**

PROPOSAL SUBMITTED TO:	ICS	DESCRIPTION OF WORK:	Asbestos wall paint
ADDRESS:			
CITY, STATE, ZIP:		SITE LOCATION:	IRA Civic Center
ATTENTION:	Sean Lewis	ADDRESS:	1401 NW 3rd Avenue
PHONE NO:	218.766.5779	CITY, STATE, ZIP:	Grand Rapids, MN

Mavo Systems, Inc. proposes the following scope of work including labor, materials, equipment, OSHA air sampling, disposal and insurance to perform the following scope of work:

Scope of Work:

Provide services to remove asbestos containing wall paint from mechanical room wall. Work will be performed using full enclosure removal methods. All work will be completed in compliance of all federal, state and local regulations governing asbestos abatement.

Lump Sum Price:**\$3,680.00****Notes:**

Add \$1150 for 3rd party clearance testing if not provided by owner.

Terms of Payment: Net 30 days**Payment(s) to be made as follows:**

In the event payment(s) are not made as outlined herein, the undersigned agrees to pay all costs of collection and attorney's fees incurred by Mavo Systems, Inc. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All material is guaranteed to be specified. The Work will be performed with due professional care, in a workmanlike, professional, timely and diligent manner and in accordance with standards of care, skill and diligence consistent with recognized and sound industry practices, procedures and techniques. This warranty excludes all implied warranties. All agreements contingent upon strikes, accidents or delays beyond our control.

Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation. Owner agrees to supply Mavo Systems, Inc. with 110 volt power and potable water to complete the cleaning process. Mavo Systems adheres to all state tax laws. If applicable, sales tax will be added/charged.

Authorized Signature

John Kraskey

Note: This proposal may be withdrawn by us if not accepted within 60 days

John Kraskey - Project Mgr

Acceptance of Proposal:

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

Signature required prior to work performance

Date of Acceptance:

Signature

MAVO SYSTEMS, INC.

OFFICE NO.: (218) 626-1586

2385 Becks Road

FAX NO.: (218) 626-1384

Duluth, MN 55810

EMAIL ADDRESS: JKASKEY@MAVO.COM



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 14, 2023

AGENDA ITEM: Consider authorizing staff to solicit quotes for rubber flooring and furniture at the Civic Center

PREPARED BY: Kimberly Gibeau

BACKGROUND:

The estimated cost for rubber flooring is \$80,000.00. In accordance with the City Purchasing Policy, competitive written quotations will be solicited from appropriate vendors. The rubber flooring is to be installed in locations with “skate traffic” and will protect both floor substrate and skates.

Furniture will be funded by the FFE line item in the project budget. That line item includes \$100,000. Furniture can and will be procured through the Minnesota Cooperative Purchasing Venture (aka “State Bid”)

REQUESTED COUNCIL ACTION:

Make a motion to authorize staff to solicit quotes for rubber flooring and furniture at the Civic Center.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 14, 2023

AGENDA ITEM: Consider approving change order #3 for Becker Arena Products for dasher boards at the Civic Center.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

A copy of the change order is attached. Please note that this copy references "Change Order rev 1." This is a typo from Becker. I have requested that they furnish a new change order with the appropriate number.

The change order has two parts:

1. We are proposing to add black, powder coated finish to the glass supports/stanchions at the ends of the rink. There is a maintenance advantage to the black color in that puck marks will not need to be cleaned off the stanchions as often compared to the originally specified aluminum finish. The added cost for the black finish is \$2,428.
2. We are proposing to delete the concert lift-out stairs that are included in the original contract. Civic Center staff suggest that equivalent stairs can be provided in-house. The cost savings to delete these stairs is \$4,800.

The net dollar effect of the change order is a savings of \$2,372.00. The revised contract amount is therefore \$268,362.11.

REQUESTED COUNCIL ACTION:

Make a motion to approve change order #3 as presented.

CHANGE ORDER #3

Date: August 10th, 2023

Rink: IRA Civic Center

Job Name/Location: Grand Rapids, MN

Contact: Dale Anderson

Job Number: 065622-1-1

We hereby agree to make the change(s) specified below:

Powder Coat Aluminum Supports:

Becker Arena Product will furnish the aluminum face plates and termination supports with a black powder coated finish in lieu of the standard anodized finish detailed in the contract. All other features remain the same. Roud support posts remain with an anodized finish.

TOTAL ADD TO ORDER **\$2,428.00** Accept _____

Concert Lift-Out Stairs

Becker Arena products to remove eight (8) sets of stairs from scope of work. Concert lift-out stairs to be provided by others. BAP not responsible for any inspection or code discrepancies.

TOTAL DEDUCT FROM ORDER **[\$4,800]** Accept _____

NOTE: This value does not include any other adds or deducts that have been presented through other change orders. All change orders will be recorded before final invoicing.

TYPICAL LEAD TIME FOR THIS CHANGE ORDER ONCE RETURNED SIGNED _____

Note: this change order becomes part of and in conformance with the existing contract

WE AGREE hereby to make the change(s) specified above.

Date 8.10.23

Dan Mehren
BECKER ARENA PRODUCTS AUTHORIZED SIGNATURE

Confidential: This document contains proprietary and confidential information that is owned and is of significant value to Becker Arena Products, Inc. No unauthorized use, disclosure or reproduction of any of this information is permitted without the prior written consent of Becker Arena Products, Inc.

<p>ACCEPTED- The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.</p>	<p>DATE: _____</p> <p>_____ AUTHORIZED SIGNATURE</p>
--	---

DEPENDING ON THE SCOPE OF CHANGES THIS CHANGE ORDER MAY HAVE AN IMPACT ON YOUR DELIVERY TIMELINE AND PRICE. PLEASE RETURN SIGNED WITHIN 24 HOURS TO ACCOMMODATE YOUR REQUESTED CHANGES.

Confidential: This document contains proprietary and confidential information that is owned and is of significant value to Becker Arena Products, Inc. No unauthorized use, disclosure or reproduction of any of this information is permitted without the prior written consent of Becker Arena Products, Inc.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 14, 2023

AGENDA ITEM: Consider adopting a resolution calling for a Public Hearing relating to the issuance of Street Reconstruction Bonds.

PREPARED BY: Barb Baird

BACKGROUND:

As authorized under Minnesota Statutes, Section 475.58, subdivision 3b, the City previously prepared an amended five-year street reconstruction plan describing the streets to be reconstructed, the estimated costs of the plan, and the planned reconstruction of other streets in the City over the five-year period of 2020 through 2025.

The City Council held a duly noticed public hearing on the Original Plan on September 14, 2020, and unanimously approved the Plan.

The City now finds that it is necessary to further amend the Original Plan to provide for the planned reconstruction of other streets in the City over the five-year period of 2023-2027, and to provide for the issuance of general obligation bonds to finance a portion of the Costs in an amount not to exceed \$2,300,000, and further finds and determines that it is in the best financial interests of the City that the City hold a public hearing on the Plan and the issuance of Bonds.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution calling for a Public Hearing relating to the issuance of Street Reconstruction Bonds on August 28, 2023, commencing at or after 5:00 P.M., at the City Hall.

CITY OF GRAND RAPIDS, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION CALLING A PUBLIC HEARING RELATING
TO THE ISSUANCE OF STREET RECONSTRUCTION
BONDS**

BE IT RESOLVED by the City Council (“Council”) of the City of Grand Rapids, Itasca County, Minnesota (“City”).

Section 1. Background; Findings.

1.01. The Council has found and determined that certain streets in the City are in need of reconstruction, repair and improvement.

1.02. As authorized under Minnesota Statutes, Section 475.58, subdivision 3b (the “Act”), the City previously prepared an amended five year street reconstruction plan describing the streets to be reconstructed, the estimated costs of the plan (the “Costs”), and the planned reconstruction of other streets in the City over the five-year period of 2020 through 2025 (the “Original Plan”).

1.03. The Council held a duly noticed public hearing on the Original Plan on September 14, 2020, and unanimously approved the Plan.

1.04. The City now finds that it is necessary to further amend the Original Plan to provide for the planned reconstruction of other streets in the City over the five-year period of 2023-2027 (the “Plan”), and to provide for the issuance of general obligation bonds to finance a portion of the Costs in an amount not to exceed \$2,300,000 (the “Bonds”), and further finds and determines that it is in the best financial interests of the City that the City hold a public hearing on the Plan and the issuance of Bonds as provided in the Act.

Section 2. Public Hearing Authorized.

2.01. The City hereby authorizes its staff and consultants to prepare the Plan for street reconstruction projects in the City over the five-year period in accordance with the Act, and to place a copy of the Plan on file with the City Clerk by no later than the date of publication of the hearing notice.

2.02. As required by the Act, a public hearing on the Plan and the issuance of the Bonds to finance the Costs will be conducted at City Hall on August 28, 2023, commencing at or after 5:00 P.M. The City Administrator is authorized and directed to cause notice of the hearing to be published in substantially the form attached hereto as Exhibit A not less than 10 nor more than 28 days prior to the date of the hearing.

Sec. 3. Miscellaneous.

3.01. As provided in the Act, the Bond will not be issued without the approval of a majority of the voters at a special election if within 30 days after approval of the Plan and authorization of the issuance of the Bonds, a petition requesting such an election signed by a number of voters equal to 5% of the votes cast in the last previous City general election, is filed with the City Clerk.

Adopted by the City Council of the City of Grand Rapids, Minnesota, this 14th day of August, 2023.

Mayor

Attest:

City Clerk

EXHIBIT A
CITY OF GRAND RAPIDS
ITASCA COUNTY, MINNESOTA

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Grand Rapids, Minnesota will conduct a public hearing at the City Hall, 420 North Pokegama Avenue, Grand Rapids, Minnesota on Monday, August 28, 2023, commencing at or after 5:00 P.M., to consider a proposed amendment to the City's amended street reconstruction plan for the years 2023-2027 (the "Plan") and the issuance of general obligation street reconstruction bonds in an estimated aggregate principal amount not to exceed \$2,300,000 (the "Bonds"). A draft copy of the Plan is on file with the City Clerk and is available for public inspection at City Hall during regular business hours.

The Plan proposes to finance the construction of street reconstruction projects by the issuance of the Bonds under the provisions of Minnesota Statutes, Section 475.58, subdivision 3b. The Bonds will not be issued without approval of the voters at a special election if within 30 days after adoption of the resolution approving the Plan and authorizing issuance of the Bonds, a petition requesting such an election is signed by a number of voters equal to 5% of the votes cast in the last previous general City election and is filed with the City Clerk.

Any person wishing to express a view about the Plan may present written or oral testimony at the public hearing.

At the time and place fixed for the public hearing, the City Council will give all persons who appear at the hearing an opportunity to express their views with respect to the proposal. In addition, interested persons may direct any questions or file written comments respecting the proposal with the City Clerk, at or prior to said public hearing.

BY ORDER OF THE CITY COUNCIL OF
THE CITY OF GRAND RAPIDS,
MINNESOTA

/s/ Tom Pagel
City Administrator

Published: August 16, 2023.



REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 14, 2023

AGENDA ITEM: Consider approving change orders for Civic Center project.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

Attached are 5 proposed change orders for the Civic Center project. Some of these have multiple components that I will describe below. Please place these on the Council agenda for approval.

Change Order 9 for Work Scope 8 (Electrical) with Hart Electric includes 3 components:

- “Component 1” provides for a necessary upsizing of the electrical power circuit for the elevator. This work increases the contract by \$8,000.00.
- “Component 2” provides for additional (recessed) lighting under the private suite (Room 216.) This work increases the contract by \$4,408.00.
- “Component 3” covers the fairly minor electrical changes required for the renovation of the north restrooms in the west venue. This work increases the contract by \$571.00.
- In total, this change order increases Hart’s contract amount by \$12,979.00.

Change Order 7 for Work Scope 7 (Mechanical) with Rapids Plumbing and Heating involves only one change:

- Revisions to the intake and exhaust ductwork, blower motor, and electric unit heater in and above the Ice Plant (Room 142) are proposed to provide a more effective and efficient ammonia ventilation system.
- This work increases the RPH contract by \$26,662.32.

Change Order 2 for Work Scope 6 (Fire Suppression) with Summit Companies also involves only one change:

- The change in the floor plan in the upper lobby concessions room added fire sprinkler work.
- This work increases the Summit contract by \$400.00.

Change Order 14 for Work Scope 3 (General Construction) with TNT Construction Group includes 2 components:

- “Component 1” provides for the demolition and removal of the old ticket booth and vestibule in the northwest corner of the west venue. The ticket booth and vestibule are no longer in use, so removal will “clean up” that corner of the venue. This work increases the contract by \$3,215.00.
- “Component 2” provides for additional spray foam insulation and vapor barrier along the edges and gable ends of the new roof system. The changes will result in better insulation and moisture control at the roof edges and end walls. This work increases the contract by \$9,715.60.
- In total, this change order increases TNT’s contract by \$12,930.60.

Change Order 15 for Work Scope 3 (General Construction) with TNT Construction Group involves one change:

- We need to add structural steel beams on the south flat roof to better support Roof Top (HVAC) Unit 2. This proposed change order #15 is part of that addition. The purpose of this change order is to authorize the contractor to order the structural steel. More work will be covered by an upcoming change order. We wish to expedite the steel supply chain by processing this change order separately.
- This work increases TNT’s contract by \$22,372.00.

The total net change to the project cost for all 5 of these change orders is an increase of \$75,343.92. Sufficient funds remain in the project contingency to cover these costs.

REQUESTED COUNCIL ACTION:

Make a motion to approve change orders for Civic Center project as presented.



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

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

DRAFT

Contract Change Order #009: CE #011 - PR 8 Elevator Alternate Electrical | CE #051 - PR 35 Party Room 216 Soffit Arena Side | CE #054 - PR 38 North Restrooms Renovation

CONTRACT COMPANY:	Hart Electric 1959 Highway 37 Hibbing, Minnesota 55746	CONTRACT FOR:	SC-S19041C-008:WS 08 Electrical - Hart Electric
DATE CREATED:	8/10/2023	CREATED BY:	Sean Lewis (ICS - Park Rapids, MN)
CONTRACT STATUS:	Draft	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:	Sean Lewis (ICS - Park Rapids, MN)	REVIEWED BY:	
DUE DATE:	08/15/2023	REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:	Multiple bundled changes	CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$12,979.00

DESCRIPTION:

CE #011 - PR 8 Elevator Alternate Electrical

See the attached PR 8. Provide a Quote with a detailed cost breakdown.

CE #051 - PR 35 Party Room 216 Soffit Arena Side

See the attached PR. Provide a Quote with a detailed cost breakdown.

CE #054 - PR 38 North Restrooms Renovation

See the attached PR. Provide a Quote with a detailed cost breakdown.

ATTACHMENTS:

[Estimate 1527.pdf](#) [Estimate 1526.pdf](#) [17073.30 - RFP 38 Family Toilet Room Remodel.pdf](#) [Estimate 1493-R2.pdf](#) [017073.30 RFP 35 - Party Room 216.pdf](#) [17073.30 - RFP 8 Elevator Alternate Electrical.pdf](#)

CHANGE ORDER LINE ITEMS:

CCO #009

#	Cost Code	Description	Type	Amount
1	5--5.08 - Work Scope 08	PR 8 Elevator Alternate Electrical	Other	\$ 8,000.00
2	5--5.08 - Work Scope 08	PR 35 Party Room 216 Soffit Arena Side	Other	\$ 4,408.00
3	5--5.08 - Work Scope 08	PR 38 North Restrooms Renovation	Other	\$ 571.00
Subtotal:				\$12,979.00
Grand Total:				\$12,979.00



The original (Contract Sum)	\$ 917,315.00
Net change by previously authorized Change Orders	\$ 7,934.65
The contract sum prior to this Change Order was	\$ 925,249.65
The contract sum would be changed by this Change Order in the amount of	\$ 12,979.00
The new contract sum including this Change Order will be	\$ 938,228.65
The contract time will not be changed by this Change Order by 0 days	

ICS
104 Park Ave N, Suite 201
Park Rapids, Minnesota 56470

Hart Electric
1959 Highway 37
Hibbing Minnesota 55746

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

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

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

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

DRAFT**Contract Change Order #007: CE #043 - PR 28 Refrigeration (Ammonia) Ventilation**

CONTRACT COMPANY:	Rapids Plumbing and Heating 25767 US Hwy 2 Grand Rapids, Minnesota 55744	CONTRACT FOR:	SC-S19041C-007:WS 07 - Mechanical - Rapids P & H
DATE CREATED:	8/03/2023	CREATED BY:	Sean Lewis (ICS - Park Rapids, MN)
CONTRACT STATUS:	Draft	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:	Sean Lewis (ICS - Park Rapids, MN)	REVIEWED BY:	
DUE DATE:	08/04/2023	REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:	PR 28 Refrigeration Ventilation	CHANGE REASON:	Existing Condition
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$26,662.32

DESCRIPTION:

CE #043 - PR 28 Refrigeration (Ammonia) Ventilation
See the attached PR. Provide a Quote with a detailed cost breakdown.

ATTACHMENTS:

[IRA RFP ^N28 Ammonia Ductwork Revision.docx](#) [17073.30 - RFP 28 Ammonia Exhaust Duct Revision.pdf](#)

CHANGE ORDER LINE ITEMS:**CCO #007**

#	Cost Code	Description	Type	Amount
1	5--5.07 - Work Scope 07	PR 28 Refrigeration (Ammonia) Ventilation	Other	\$ 26,662.32
Subtotal:				\$26,662.32
Grand Total:				\$26,662.32

The original (Contract Sum)	\$ 836,440.00
Net change by previously authorized Change Orders	\$ 137,289.96
The contract sum prior to this Change Order was	\$ 973,729.96
The contract sum would be changed by this Change Order in the amount of	\$ 26,662.32
The new contract sum including this Change Order will be	\$ 1,000,392.28
The contract time will not be changed by this Change Order by 0 days	



ICS
104 Park Ave N, Suite 201
Park Rapids, Minnesota 56470

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

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

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

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

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

DRAFT**Contract Change Order #002: CE #021 - PR 16 Concession 201/200/202
Floor Plan revisions**

CONTRACT COMPANY:	Summit Companies - Duluth Office 1902 West First Street Duluth, Minnesota 55802	CONTRACT FOR:	SC-S19041C-006:WS 06 Fire Protection - Summit
DATE CREATED:	8/10/2023	CREATED BY:	Sean Lewis (ICS - Park Rapids, MN)
CONTRACT STATUS:	Draft	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:	Sean Lewis (ICS - Park Rapids, MN)	REVIEWED BY:	
DUE DATE:	08/15/2023	REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:	PR 16 Concessions changes	CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$400.00

DESCRIPTION:

CE #021 - PR 16 Concession 201/200/202 Floor Plan revisions
See the attached PR 16. Provide a Quote with a detailed cost breakdown. PR 16R is attached with the revised RCP to correspond.

ATTACHMENTS:

[IRA Civic Center - Fire Sprinkler - PR#16.pdf](#) [017073.30 RFP 16R - Concessions 201-200-202 Floor Plan Revisions.pdf](#) [017073.30 RFP 16 - Concessions 201-200-202 Floor Plan Revisions.pdf](#)

CHANGE ORDER LINE ITEMS:**CCO #002**

#	Cost Code	Description	Type	Amount
1	5--5.06 - Work Scope 06	PR 16 Concession 201/200/202 Floor Plan revisions	Other	\$ 400.00
Subtotal:				\$400.00
Grand Total:				\$400.00

The original (Contract Sum)	\$ 195,900.00
Net change by previously authorized Change Orders	\$ 10,200.00
The contract sum prior to this Change Order was	\$ 206,100.00
The contract sum would be changed by this Change Order in the amount of	\$ 400.00
The new contract sum including this Change Order will be	\$ 206,500.00
The contract time will not be changed by this Change Order by 0 days	



ICS
104 Park Ave N, Suite 201
Park Rapids, Minnesota 56470

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

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

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

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

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

DRAFT**Contract Change Order #015: CE #062 - PR 45 RTU 2 structural reinforcement**

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:	8/11/2023	CREATED BY:	Sean Lewis (ICS - Park Rapids, MN)
CONTRACT STATUS:	Draft	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:	Sean Lewis (ICS - Park Rapids, MN)	REVIEWED BY:	
DUE DATE:	08/15/2023	REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:	PR 45R RTU 2 Structural Reinforcement	CHANGE REASON:	Existing Condition
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$22,372.00

DESCRIPTION:

CE #062 - PR 45 RTU 2 structural reinforcement

See the attached PR. Provide a Quote with a detailed cost breakdown. PR 45R is attached.

EXCLUDES ASSOCIATED CMU FOR EXISTING PARAPET MODIFICATIONS AND PAINTING (to be negotiated at a later date).

ATTACHMENTS:[JRK 2.pdf](#) [JRK.pdf](#) [JRK 3.pdf](#) [NIE.pdf](#) [TNT PARTIAL RFP 45R.pdf](#) [17073.30 - RFP 45R RTU-2.pdf](#) [17073.30 - RFP 45 RTU-2.pdf](#)**CHANGE ORDER LINE ITEMS:****CCO #015**

#	Cost Code	Description	Type	Amount
1	5--5.03 - Work Scope 03		Other	\$ 22,372.00
Subtotal:				\$22,372.00
Grand Total:				\$22,372.00

The original (Contract Sum)	\$ 2,370,100.00
Net change by previously authorized Change Orders	\$ 173,950.32
The contract sum prior to this Change Order was	\$ 2,544,050.32
The contract sum would be changed by this Change Order in the amount of	\$ 22,372.00
The new contract sum including this Change Order will be	\$ 2,566,422.32
The contract time will not be changed by this Change Order by 0 days	



ICS
104 Park Ave N, Suite 201
Park Rapids, Minnesota 56470

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

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

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

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103

TNT CONSTRUCTION GROUP LLC

Grand Rapids, MN (218) 326-4184

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 8-11-23
- Proposal submitted to: ICS
- Project name: IRA Civic Center Bid Pack 2
- Project Location: Grand Rapids MN
- Description of work: RFP 45
- Date of drawings: N/A
- Addendums

Proposal Includes, Pricing per RFP 45R

JRK	7,425.00
JRK #2	328.00
JRK #3	716.00
NIE	7,250.00
TNT O&P	1571.00
TNT wood materials	206.00
TNT Labor 53 @ 92	4,876.00

TNT Labor is to demo and dispose of 2 courses of 6" block, cut back metal decking while not starting foam on fire, Install new angle to carry decking per detail, Install rough carpentry materials, **EXCLUDES PEELING RUBBER BACK, CUTTING FOAM BACK, MASONRY, PAINTING.**

We propose hereby to furnish equipment, material, and labor for the sum of:

Twenty Two Thousand Three Hundred Seventy Two Dollars 00/100 (Bid Total: \$ 22,372.00)

Signed and prepared by:

Project Manager/Estimator, Clay Witkowsky

clay@tnt-cg.com

218-398-2141 Mobile. 218-326-1881 Office. 218-326-9296 Fax.

Proposal

JRK Steel Inc.



IRA - SB-11 | August 1, 2023

JRKSteel.com

Overview	Proposal overview Project: IRA - SB-11 Location: Grand Rapids, MN Valid until: 8/31/2023
Sections	Sections included --- New Mech Support Steel
Items	Items included and not included Included: Priming Included: Standard Delivery Included: Fasteners (JRK Work Only) Not Included: Installation Not Included: Field Measurement
Price	Total price Base Bid: \$6,210.27 Tax: add tax if applicable Total: \$6,210.27
Terms	Terms & Conditions --- Price is valid for 30 days --- All steel to receive 1 coat of shop primer --- Change orders will not be delivered until approved to bill --- Payment to JRK STEEL INC is the responsibility of the customer & is NOT contingent upon payment from the owner. Payment is due for all materials (Including Joist & Deck) Within 30 days of delivery. --- This price is valid if Shop drawings are approved within 30 days of submittal --- Signed proposal is required if approved
Signature	Sign and return if approved

brayden@jrksteel.com | 218-576-9809

5900 Main St, Duluth, MN 55807

Proposal

JRK Steel Inc.



TNT - Angle | August 2, 2023

JRKSteel.com

Overview	Proposal overview Project: TNT - Angle Location: Grand Rapids, MN Valid until: 9/1/2023
Sections	Sections included --- L5x5x3/8 angle @ 20'-0
Items	Items included and not included Included: Priming Not Included: Standard Delivery Not Included: Installation Not Included: Field Measurement
Price	Total price Base Bid: \$273.91 Tax: add tax if applicable Total: \$273.91
Terms	Terms & Conditions --- Price is valid for 30 days --- All steel to receive 1 coat of shop primer --- Change orders will not be delivered until approved to bill --- Payment to JRK STEEL INC is the responsibility of the customer & is NOT contingent upon payment from the owner. Payment is due for all materials (Including Joist & Deck) Within 30 days of delivery. --- This price is valid if Shop drawings are approved within 30 days of submittal --- Signed proposal is required if approved
Signature	Sign and return if approved

brayden@jrksteel.com | 218-576-9809

5900 Main St, Duluth, MN 55807

Proposal

JRK Steel Inc.



IRA - Added Angle | August 10, 2023

JRKSteel.com

Overview	Proposal overview Project: IRA - Added Angle Location: Grand Rapids, MN Valid until: 9/9/2023
Sections	Sections included --- 3 - L4x4x1/4 @ 10'-0
Items	Items included and not included Included: Priming Included: Standard Delivery Included: Fasteners (JRK Work Only) Not Included: Installation Not Included: Field Measurement
Price	Total price Base Bid: \$715.97 Tax: add tax if applicable Total: \$715.97
Terms	Terms & Conditions --- Price is valid for 30 days --- All steel to receive 1 coat of shop primer --- Change orders will not be delivered until approved to bill --- Payment to JRK STEEL INC is the responsibility of the customer & is NOT contingent upon payment from the owner. Payment is due for all materials (Including Joist & Deck) Within 30 days of delivery. --- This price is valid if Shop drawings are approved within 30 days of submittal --- Signed proposal is required if approved
Signature	Sign and return if approved

brayden@jrksteel.com | 218-576-9809

5900 Main St, Duluth, MN 55807



NORTHERN INDUSTRIAL
ERECTORS, INC

2500 Glenwood Drive
PO Box 308
Grand Rapids, MN 55744
218-326-8466 FAX 218-326-5045

July 31, 2023

Clay Witkofsky
TNT Construction

RE: Revised S2.6; Added RTU support 7-26-23 / IRA Civic Center

Clay,

This proposal is for the additional labor and equipment required for the additional steel supports per revised S2.6

Lump Sum adder: \$ 7,250.00

Breakdown of installation changes:

- Mob / demob
- Crane 8 hours
- Labor 30 hours

Price Excludes: Demo, grouting, shoring, supply of anchors/epoxy

Comments: Please ensure the fabricator / supplier has included the supply of the anchors required

Regards,

Derek Bostyancic



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

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

DRAFT

Contract Change Order #014: CE #049 - PR 33 Upper Level NW Vestibule Removal | CE #057 - PR 41 Roof Edge Details

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:	8/10/2023	CREATED BY:	Sean Lewis (ICS - Park Rapids, MN)
CONTRACT STATUS:	Draft	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:	Sean Lewis (ICS - Park Rapids, MN)	REVIEWED BY:	
DUE DATE:	08/15/2023	REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:	Multiple bundled changes	CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$12,930.60

DESCRIPTION:

CE #049 - PR 33 Upper Level NW Vestibule Removal
See the attached PR. Provide a Quote with a detailed cost breakdown.

CE #057 - PR 41 Roof Edge Details

See the attached PR. Proceeding with a time and materials field work order with additional work.

ATTACHMENTS:

[7-18-23 added spray foam 2784.00.pdf](#) [7-13-23 added spray foam 2876.00.pdf](#) [7-12-23 added foam with credit also 2682.00.pdf](#) [6-27-23 added foam at gable wall 1373.60.pdf](#) [Bedrock.pdf](#) [TNT RFP 33.pdf](#) [17073.30 - RFP 33 Level 2 Vestibule Removal.pdf](#) [17073.30 - RFP 41 Barrel Roof Edge Details.pdf](#)

CHANGE ORDER LINE ITEMS:

CCO #014

#	Cost Code	Description	Type	Amount
1	5--5.03 - Work Scope 03	PR 33 Upper Level NW Vestibule Removal	Other	\$ 3,215.00
2	5--5.03 - Work Scope 03	PR 41 Roof Edge Details	Other	\$ 9,715.60
Subtotal:				\$12,930.60
Grand Total:				\$12,930.60

The original (Contract Sum)	\$ 2,370,100.00
Net change by previously authorized Change Orders	\$ 173,950.32
The contract sum prior to this Change Order was	\$ 2,544,050.32
The contract sum would be changed by this Change Order in the amount of	\$ 12,930.60
The new contract sum including this Change Order will be	\$ 2,556,980.92
The contract time will not be changed by this Change Order by 0 days	



ICS
104 Park Ave N, Suite 201
Park Rapids, Minnesota 56470

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

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

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

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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 14, 2023

AGENDA ITEM: Consider appointment of Dan Swenson to the position of Assistant Community Development Director

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

On April 24, 2023, the City Council directed staff to initiate the hiring process for an Assistant Community Development Director.

Since this time, City staff have interviewed five (5) candidates and are recommending the appointment of Dan Swenson to the position of Assistant Community Development Director. Dan's application and offer letter are attached for reference. Dan has a bachelor's degree in Urban and Regional Studies. He brings considerable experience and expertise and will be an excellent fit for this role. His first date of employment will be September 29, 2023.

REQUESTED COUNCIL ACTION:

Make a motion to appoint Dan Swenson to the position of Assistant Community Development Director in accordance with the attached offer letter, subject to a background check and a six-month probationary period.

June 6, 2023

Mr. Tom Pagel, City Administrator
City of Grand Rapids
420 North Pokagama Avenue
Grand Rapids, MN 55744

RE: Cover Letter for Assistant Community Development Director Application

Dear City Administrator Mr. Tom Pagel:

I am writing to express my interest in the Assistant Community Development position currently available at your organization. With a track record of success in community development, I believe I would be an excellent fit for this role.

Throughout my career, I have consistently demonstrated my passion for community involvement and have supported a variety of important initiatives. My previous experience includes working with numerous organizations, including non-profits, municipalities, and community development corporations. During my work with these groups, I have honed my abilities in community outreach, event organization, and program management. I am well-equipped to develop programs and initiatives that foster a sense of community and help people realize their full potential.

In addition to my professional skills, I am deeply committed to the ideals of community development in Grand Rapids. I believe that every individual should have access to affordable housing, health care, and education regardless of background, race, or socio-economic status. As someone who has lived and worked in this community for many years, I understand the importance of building strong relationships and networks, and I am eager to continue doing so to create a better environment.

I am excited about the opportunity to work with a forward-thinking and innovative team, and I believe that my background and experience make me an excellent candidate for the community development position at your organization. Thank you for your consideration, and I look forward to discussing the potential for contributions and collaboration further.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Swenson", with a stylized flourish extending to the right.

Dan Swenson



420 N. Pokegama Ave
Grand Rapids, MN 55744
(218)326-7600
(218)326-7608 Fax
www.cityofgrandrapidsmn.com

Employment Application

An Equal Opportunity Employer

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

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

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

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

PERSONAL INFORMATION

NAME Last Swenson			First Daniel	Middle Lowell	POSITION APPLIED FOR: Assistant Community Development Director	
MAILING ADDRESS [REDACTED]					TODAY'S DATE: 06/06/2023 DATE AVAILABLE TO WORK: 09/06/2023	
CITY [REDACTED]			STATE [REDACTED]		ZIP [REDACTED]	
HOME PHONE [REDACTED]			OTHER PHONE [REDACTED]		STATUS DESIRED: <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Seasonal	
Are you a U.S. citizen or do you have legal Authorization to work in the U.S.? Proof of age and/or eligibility to work may be requested.					YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
Will your continued employment require employer sponsorship?					YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
Do you have a valid driver's license? (For driving positions only)					YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
Are you under 18 years of age?					YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	

EDUCATIONAL INFORMATION

School Name, City and State		Major Area of Study
High School: Grand Rapids Senior High Grand Rapids, MN	Diploma <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO GED <input type="checkbox"/> YES <input type="checkbox"/> NO	
College: University of Minnesota - Duluth	Degree Completed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> Associates <input checked="" type="checkbox"/> Bachelors <input type="checkbox"/> Masters <input type="checkbox"/> Other <input type="checkbox"/> NO # of years completed _____ Semester/Credit hours earned _____	B.A. Urban and Regional Studies, Minor(s) Sociology and Geography
Graduate School:	Degree Completed: <input type="checkbox"/> YES <input type="checkbox"/> Associates <input type="checkbox"/> Bachelors <input type="checkbox"/> Masters <input type="checkbox"/> Other <input type="checkbox"/> NO # of years completed _____ Semester/Credit hours earned _____	
Technical or Vocational Programs:	(indicate type of certificate earned)	

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

Minnesota DNR Shoreland Training
Land Use Planning Training and Workshops with Attorney's Jay Squires and Scott Anderson
Floodplain Workshops
ArcMap and associated GIS training
MPCA Stormwater Training

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

MPCA Subsurface Sewage Treatment System Inspector (C9357)

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

Minnesota Association of County Planning and Zoning Officers

EMPLOYMENT EXPERIENCE

CURRENT EMPLOYMENT INFORMATION				
EMPLOYER Itasca County		DATES EMPLOYED		JOB TITLE: Environmental Services Administrator
		FROM	TO	
ADDRESS 123 NE 4th Street		3/2014 7/2016	7/2016 Current	NAME OF LAST SUPERVISOR: Brett Skyles
CITY, STATE, ZIP Grand Rapids, MN 55744		DESCRIBE YOUR WORK IN THIS JOB: <ul style="list-style-type: none"> • Manages department budgets of Solid Waste, Planning and Zoning and Grants in excess of \$3,000,000 • Professional land use planner for the County and administers the Zoning, Sanitation and Solid Waste Ordinances • Uses LEAN techniques to decrease expenditures by \$250,000 and reduced staffing levels by two • Manages operations of the Planning Zoning, Solid Waste and Sanitation Departments • Established a fund in excess of \$2,000,000 in Solid Waste Department from contract savings • Serves as staff liaison for Solid Waste Management Committee, Planning Commission/Board of Adjustment, the County Administrator, County Board Members, Mississippi Headwaters Board and other committees as assigned • Develops and works on special economic development projects in conjunction with the County Administrator and County Board Members • Serves as Floodplain Manager for County • Supervises seven employees 		
TELEPHONE Area Code + Number 218-327-2857				
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other				
PAY INFORMATION				
STARTING: n/a	CURRENT: \$110,156.80			
REASON FOR LEAVING: New Challenge				

PREVIOUS EMPLOYMENT INFORMATION				
List all positions held including full-time, part-time, military, summer, volunteer work and any periods of unemployment. Explain any period of unemployment. Attach additional sheet if necessary.				
EMPLOYER Itasca County		DATES EMPLOYED		JOB TITLE: Land Use Planning and Assessment Director
		FROM	TO	
ADDRESS 123 NE 4th Street		6/2015	7/2016	NAME OF LAST SUPERVISOR: Irene Koski
CITY, STATE, ZIP Grand Rapids, MN 55744		DESCRIBE YOUR WORK IN THIS JOB: <ul style="list-style-type: none"> • Managed operations of the Planning, Zoning, Solid Waste and Sanitation Departments • Developed responsible budgets for the Solid Waste, Planning and Zoning, and Assessor's Department which allowed for a net decrease in expenditures • Oversaw and worked with the County Assessor to ensure proper policies and procedures were developed and followed • Acted as staff liaison to the Planning Commission and Board of Adjustment • Assisted the County Administrator on special economic development issues dealing with competitive rail service, recycling centers and new landfill projects • Served as staff liaison and manages \$572,000 of Aquatic Invasive Species programming aid • Professional land use planner for the County and administers the Zoning, Sanitation and Solid Waste Ordinances • Served as Floodplain Manager for County 		
TELEPHONE Area Code + Number 218-327-2857				
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other				
PAY INFORMATION				
STARTING: n/a	CURRENT: n/a			
REASON FOR LEAVING: Voluntarily left to perform role of Environmental Services Administrator				

EMPLOYER Itasca County		DATES EMPLOYED		JOB TITLE: Assistant Planning, Zoning, Sanitation Administrator
		FROM	TO	
ADDRESS 123 NE 4th Street		7/2011	2/2014	NAME OF LAST SUPERVISOR: Don Dewey
CITY, STATE, ZIP Grand Rapids, MN 55744		DESCRIBE YOUR WORK IN THIS JOB: <ul style="list-style-type: none"> • Managed daily workflow of five employees • Facilitated meetings of the Planning Commission and Board of Adjustment • Performed complex writing analyses of Zoning Ordinances and the Comprehensive Land Use Plan • Managed department budget of \$450,000 		
TELEPHONE Area Code + Number 218-327-2857				
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other				
PAY INFORMATION				
STARTING: n/a	CURRENT: n/a			
REASON FOR LEAVING: Promotion				

PREVIOUS EMPLOYMENT INFORMATION CONTINUED

List all positions held including full-time, part-time, military, summer, volunteer work and any periods of unemployment. Explain any period of unemployment. Attach additional sheet if necessary.

EMPLOYER Itasca County		DATES EMPLOYED		JOB TITLE: Assessor/Appraiser II			
		FROM	TO				
ADDRESS 123 NE 4th Street		9/2009	6/2011	NAME OF LAST SUPERVISOR: Larry Daigle			
CITY, STATE, ZIP Grand Rapids, MN 55744		DESCRIBE YOUR WORK IN THIS JOB: <ul style="list-style-type: none"> • Appraised and classified over 1,500 improved parcels annually • Performed complex sales reviews of property within assigned jurisdiction and lakeshore property within County 					
TELEPHONE Area Code + Number 218-327-2861							
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other							
PAY INFORMATION							
STARTING: n/a	CURRENT: n/a						
REASON FOR LEAVING: Promotion							

EMPLOYER Minnesota Department of Natural Resources - Lands and Minerals		DATES EMPLOYED		JOB TITLE: Realty Specialist			
		FROM	TO				
ADDRESS 1201 US HWY 2		9/2008	9/2009	NAME OF LAST SUPERVISOR: Joe Rokala			
CITY, STATE, ZIP Grand Rapids, MN 55744		DESCRIBE YOUR WORK IN THIS JOB: <ul style="list-style-type: none"> • Project Manager and Negotiator for DNR acquisition projects • Prepared complex written responses for DNR tax-forfeiture reviews, road vacations and special provisions for utility licenses • Reviewed, processed and finalized complex utility licenses for DNR administered lands and public waters 					
TELEPHONE Area Code + Number 218-328-8780							
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other							
PAY INFORMATION							
STARTING: n/a	CURRENT: n/a						
REASON FOR LEAVING: Job changed with travel to St. Paul							

EMPLOYER Itasca County		DATES EMPLOYED		JOB TITLE: Assessor/Appraiser I			
		FROM	TO				
ADDRESS 123 NE 4th Street		5/2006	9/2008	NAME OF LAST SUPERVISOR: Larry Daigle			
CITY, STATE, ZIP Grand Rapids, MN 55744		DESCRIBE YOUR WORK IN THIS JOB: <ul style="list-style-type: none"> • Appraised and classified over 1,500 improved parcels annually • Performed complex sales reviews of property within assigned jurisdiction and lakeshore property within County 					
TELEPHONE Area Code + Number 218-327-2861							
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other							
PAY INFORMATION							
STARTING: n/a	CURRENT: n/a						
REASON FOR LEAVING: Job Opportunity with MNDNR							

UNPAID EXPERIENCE

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

Fishing for Vets
Youth Football Coach
Youth Hockey Coach

MILITARY EXPERIENCE

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

Describe your duties:

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

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

AUTHORIZATION

PLEASE READ CAREFULLY BEFORE SIGNING

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

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

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

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

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


Signature

06/06/2023

Date

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

IMPORTANT FACTS ABOUT INFORMATION ON YOUR APPLICATION

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

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

EQUAL EMPLOYMENT OPPORTUNITY INFORMATION

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

Position(s) for which you are applying: Assistant Community Development Director

Gender: ☒ Male ☐ Female

With which racial/ethnic group do you identify?

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

Disability status, defined as:

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

Do you claim disability status? ☐ Yes ☒ No



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

ADMINISTRATION DEPARTMENT

420 NORTH POKEGAMA AVENUE, GRAND RAPIDS, MINNESOTA 55744-2662

August 9, 2023

Mr. Dan Swenson



Dear Dan,

Please consider this letter as a conditional offer of employment for the position of Assistant Community Development Director for the City of Grand Rapids Community Development Department. Following is an outline of the terms and conditions of your pending employment. Your appointment to the position of Assistant Community Development Director is subject to approval of the City Council at their Monday, August 14, 2023, meeting, as well as a background check.

Start Date: Your first date of employment will be September 29, 2023.

Compensation: Your beginning salary will be \$96,989.00. Your job description will be a Grade 14. Future cost of living adjustments will be subject to satisfactory performance evaluations, will be considered at the same time as other management employees, and will normally be completed on the same base percentage or dollar amount as other management employees, subject to City Council discretion. This is typically effective January 1st of each year.

Pension: Upon employment, you will be eligible to participate in PERA. A deferred compensation plan is also available for your participation.

Insurance: You will be enrolled in the Operating Engineers Local 49 Health & Welfare Fund. The City covers 100% of the premium regardless of how many eligible family members. Your coverage will begin on November 1, 2023.

To assist with the health insurance transition the City will reimburse you for the cost of health insurance in October through your previous employer with COBRA. For more information, go to: <https://health49.org/>.

Flexible Time Off: Upon employment, you will be credited with fifteen years of service, and will accrue FTO based on fifteen (15) years of service or 9.23 hours per 80-hour pay period. The City will deposit 40 hours of FTO effective September 29, 2023. You will be eligible to utilize FTO immediately.

Emergency Medical Bank: You will accrue EMB, a non-severable benefit at 2.4616 hours per 80-hour pay period. The City will also deposit 80-hours of EMB effective September 29, 2023. In order to utilize EMB for a health event, you must first utilize 40-hours of FTO.

Contingent Upon: Your appointment will be presented and recommended to the City Council at their August 14, 2023 meeting. Your appointment is also subject to a background check and a six-month probationary period.

Please sign the attached Background Check Authorization and Authorization for Driver's License Check forms and return them to me at your earliest convenience.

I will be scheduling some time for a meeting with you to discuss your transition to the City and look forward to talking with you. Detailed information about your benefits and City policies will be provided to you during this meeting.


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

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

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

Dan Swenson

Date

Sincerely,

Chery Pierzina
Human Resources Officer

cc: Personnel File
Payroll



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 14, 2023

AGENDA ITEM: Consider adopting an ordinance regulating public use of cannabis.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

As of August 1, 2023, adult use of cannabis is legal in the State of Minnesota. Many municipalities around the state are choosing to regulate public use of cannabis in areas of public property, community events not previously authorized to allow public cannabis consumption, etc.

Attached is a draft ordinance that specifically outlines use of cannabis in public.

REQUESTED COUNCIL ACTION:

Make a motion to adopt an ordinance regulating public use of cannabis within the City of Grand Rapids.

Councilor introduced the following Ordinance and moved for its adoption:

Item 21.

ORDINANCE NO. 23-08-04

AN ORDINANCE AMENDING CHAPTER 42, ARTICLE 42-III OF THE GRAND RAPIDS CITY CODE BY ADDING SEC. 42-81, ENTITLED USE OF CANNABIS IN PUBLIC

THE CITY OF GRAND RAPIDS DOES ORDAIN:

SECTION 1. Chapter 42, Article 42-III, of the Grand Rapids City Code, is hereby amended to add Section 42-81 entitled "Use of Cannabis in Public" as follows:

SECTION 2. Use of Cannabis in Public.

Subd. 1 It is unlawful to use cannabis flower, cannabis products, lower-potency hemp edibles and hemp-derived consumer products, as defined in Minn. Stat. Section 342.01, in public places anywhere in the City of Grand Rapids.

Subd. 2 As used in this Section, public places include all areas contained within the City boundaries, except the following:

- A. Private residences, including the curtilage and yard; and
- B. Private property not generally accessible by the public, unless a person is explicitly prohibited from consuming cannabis flower, cannabis products, lower-potency hemp edibles or hemp-derived consumer products on the property by the owner of the property; and
- C. The premises of an establishment or event licensed to permit onsite consumption of cannabis flower, cannabis products, lower-potency hemp edibles or hemp-derived consumer products.

Subd. 3 Violation of this Section is a petty misdemeanor, as defined by Minnesota law. This Section may be enforced by the City's Administrative Citations and Civil Penalties pursuant to Section 42-81.

SECTION 2. This Ordinance shall become effective after passage and publication according to law.

Adopted by the City Council this 14th day of August 2023.

Dale Christy, Mayor

Attest:

Kimberly Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 14, 2003

AGENDA ITEM: Consider adopting a resolution regarding the approval of a DEED Minnesota Investment Fund (MIF) application by the Grand Rapids Economic Development Authority for the L&M Fleet Supply Distribution Center project

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

GREDA has been engaged in discussions for the past many months with L&M Fleet Supply Inc. presenting site and business assistance options for their development of a new, state of the art, 200,000 square foot distribution center to serve their growing network of 12 retail stores in Northern Minnesota, Wisconsin, and the upper peninsula of Michigan.

Presently, L&M Fleet Supply employs 245 in the Grand Rapids area, including 62 administrative/professional, 81 in distribution and 102 in retail.

This project represents a capital investment of approximately \$55 million spread across building construction and significant equipment purchases. The proposed modern, efficient, and data-driven distribution center will allow L&M to retain and grow their business and provide additional distribution jobs in Grand Rapids and will have the added benefit of achieving the expansion of the industrial park area in southeast Grand Rapids.

GREDA has secured a 45-acre industrial zoned site for this project along the east side of the 7th Ave. SE (Airport Rd.) at its intersection with 29th St. SE. GREDA's due diligence work of preparing a survey of the property, a soils investigation, wetland survey and phase 1 environmental study have all been completed.

With this project, L&M Fleet Supply will retain and relocate the 81 positions currently employed in their existing warehouse and distribution center. In addition to retaining those employees, L&M will add 30-45 positions in the new distribution center project location and 5-8 additional positions in their Grand Rapids corporate headquarters over the three-year phase in.

The estimated annual net increase in payroll after full implementation is \$2,637,180. L&M Fleet Supply provides benefits for all of its full-time employees, including Medical & Dental Insurance, Life Insurance, an employee discount, and a generous 401k Retirement Plan.

We estimate the renovation, site improvements and internal building layout modifications will employ approximately 20 full-time temporary jobs for the duration of the project. The construction of the distribution center has an estimated construction budget of \$38.4 million.

Through a consultation with the Itasca County Assessor, the estimated post development assessed value of the distribution center will be approximately \$18,000,000. At current tax rates, this capital improvement will generate an additional \$661,000 of annual local and state property tax revenue.

The GREDA request to the DEED MIF program will be for \$2,000,000. If successful, the MIF funds will be awarded to GREDA as a grant. With those funds, GREDA would provide a no interest loan to L&M for equipment purchases. One half of that debt will have forgivable terms based on meeting employment goals.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution regarding the approval of a DEED Minnesota Investment Fund (MIF) application by the Grand Rapids Economic Development Authority for the L&M Fleet Supply Distribution Center project

**RESOLUTION NO. 23-
CITY OF GRAND RAPIDS, MINNESOTA**

RESOLUTION REGARDING THE APPROVAL OF A MINNESOTA INVESTMENT FUND APPLICATION
IN CONNECTION WITH THE GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY FOR THE PROJECT
ENTITLED L&M SUPPLY DISTRIBUTION

WHEREAS, the City of Grand Rapids, Minnesota (the “City”), desires to assist L&M Fleet Supply Inc. (L&M), which proposes the development of a 200,000 square foot distribution center in Grand Rapids to improve the distribution of products to their growing network of retail stores; and,

WHEREAS, the City of Grand Rapids understands that L&M, through and with the support of the Grand Rapids Economic Development Authority, wishes to apply to the Minnesota Department of Employment and Economic Development’s Minnesota Investment Fund Program for project financing; and,

WHEREAS, the City of Grand Rapids held a City Council meeting on August 14, 2023 to consider this matter.

NOW, THEREFORE, BE IT RESOLVED that, after due consideration, the Mayor and City Council of the City of Grand Rapids, Minnesota, hereby express their approval of the Minnesota Investment Fund application from the Grand Rapids Economic Development Authority to the Minnesota Department of Employment and Economic Development’s Minnesota Investment Fund Program to assist with this project.

Sworn and Executed Under My Hand this 14th day of August 2023.

Dale Christy, Mayor

ATTEST:

Kim Gibeau, City Clerk



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 14, 2023

AGENDA ITEM: Consider adopting a resolution regarding the support of a Minnesota Department of Employment and Economic Development (DEED) Job Creation Fund application for the L&M Fleet Supply Distribution Center Project.

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

As we've just discussed, we have been engaged in discussions focused on support of an L&M Fleet Supply plan to construct a proposed 200,000 square foot, \$55M distribution center in Grand Rapids. Over the past year, multiple sources of business assistance from DEED, IRRR, the City and GREDA have been discussed with L&M.

One of those sources is the DEED Job Creation Fund (JCF), a program that offers rebates directly to the business over a period of up to seven years, based upon the number and wages of new jobs created by the project. The JCF also provides sales tax rebates for materials used in real property improvement, such as the proposed development of the distribution center.

DEED has estimated that, exclusive of the sales tax rebate, the JCF program has the potential to provide up to \$850,000 to support this project.

The City Council is required to provide a resolution of support for the JCF application for this project with findings of fact that support the resolution, which is attached for the Council's consideration.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution regarding the support of a Minnesota Department of Employment and Economic Development (DEED) Job Creation Fund application for the L&M Fleet Supply Distribution Center Project.

CITY OF GRAND RAPIDS, MINNESOTA

RESOLUTION NO. 23-

RESOLUTION REGARDING THE SUPPORT OF A JOB CREATION FUND APPLICATION IN
CONNECTION WITH THE L&M SUPPLY DISTRIBUTION CENTER PROJECT

WHEREAS, the City of Grand Rapids, Minnesota (the "City"), desires to assist L&M Fleet Supply, Inc., a privately held retail company with locations in Northern Minnesota, Wisconsin and the upper peninsula of Michigan, to construct a state of the art 200,000 square foot distribution center in the City; and

WHEREAS, the City of Grand Rapids understands that L&M Fleet Supply, through and with the support of the City, intends to submit to the Minnesota Department of Employment and Economic Development an application for an award and/or rebate from the Job Creation Fund Program; and,

WHEREAS, the City of Grand Rapids held a city council meeting on August 14, 2023 to consider this matter.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND RAPIDS, Minnesota, that, after due consideration, the Mayor and City Council of the City of Grand Rapids, Minnesota, hereby adopts the following findings of fact related to the project proposed by L&M Fleet Supply, Inc. and its application for an award and/or rebate from the Job Creation Fund Program and express their approval.

The City Council hereby finds and adopts the reasons and facts supporting the following findings of fact for the approval of the Job Creation Fund Program application:

1. Finding that the project is in the public interest because it will encourage the growth of commerce and industry, prevent the movement of current or future operations to locations outside Minnesota, result in increased employment in Minnesota, and preserve or enhance the state and local tax base
 - L&M Fleet Supply is a major employer in the City of Grand Rapids with 245 full time employees including 62 administrative/professional, 81 in distribution and 102 in retail, with those employees earning a living wage and benefits. The proposed project would retain those 81 distribution jobs and increase that total employment by approximately 31 new employees over the next two years.
 - The new direct jobs proposed by L&M Fleet Supply would add approximately \$2.4M of payroll to our local economy, which will support other local business and lead to the creation of indirect employment.
 - The proposed L&M Fleet Supply project represents a capital investment of \$55M in the Grand Rapids facility, including equipment and building construction. This

investment will generate approximately \$600,000 of additional local taxes, annually.

2. Finding that the proposed project, in the opinion of the City Council, would not reasonably expected to occur solely through private investment within the reasonably foreseeable future.
 - Due to the increased costs of construction L&M Supply's proposed investment in the Grand Rapids Distribution Center Facility far exceeds the cost of leasing similar existing spaces in other communities more centrally located in their distribution network area. But for the financial assistance provided by the Job Creation Fund and other assistance proposed by the State of Minnesota and the City of Grand Rapids, the project is not likely to be attract the required investment and the facility would likely be located in existing warehouse space in larger markets within northwest Wisconsin.
3. Finding that the proposed project conforms to the general plan for the development or redevelopment of the City as a whole.
 - Consistent with the stated goals within the *City of Grand Rapids Comprehensive Plan*, the proposed project will support the growth of existing industries in Grand Rapids and further diversify the area's economic base, acting to shield it from market fluctuations experienced by natural resource based industries such as forest product manufacturing and mining.
4. Finding that the proposed project will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the redevelopment or development of the project by private enterprise.
 - The proposed project will support and grow our local economy and population, which will, in turn, strengthen and diversify our community.

Sworn and Executed Under My Hand this 14 day of August 2023.

Dale Christy, Mayor

ATTEST:

Kim Gibeau, City Clerk



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 14, 2023

AGENDA ITEM: Consider accepting reimbursement for computer tower from Joint Powers Agreement Minnesota Internet Crimes Against Children Task Force

PREPARED BY: Chief Andy Morgan

BACKGROUND:

The purpose of the Minnesota Internet Crimes Against Children (ICAC) Task Force is to work with local law enforcement agencies to investigate and prosecute crimes committed against children and the criminal exploitation of children that is committed and / or facilitated by or through the use of computers and disrupt and dismantle organizations engaging in these activities. Grand Rapids Police Department has been involved in a long-standing JPA with ICAC, with the current agreements extending to 2027.

Grand Rapids Police has a considerable history working with ICAC as cases surface. This is a pivotal partnership, committed to successfully criminal investigation, which then brings prosecutions of these heinous crimes against our children. Unfortunately, the Police Department has been responsible for multiple of these investigations. Specialty computers capable of running the required software are needed for viewing the downloaded content of suspect owned computers and cellular devices are required to analyze evidentiary material.

With the appropriate research and consulting with City IT Department, a Custom Workstation TS P360 Tower was found to be the most appropriate. The cost was \$1,456.00. Per the JPA, ICAC has agreed to reimburse the City for the full cost of the computer.

REQUESTED COUNCIL ACTION:

Make a motion to accept reimbursement from the Minnesota Internet Crimes Against Children Task Force for \$1,456.00 for Custom Workstation TS P360 Tower.

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

RESOLUTION NO. 23-

A RESOLUTION ACCEPTING A DONATION OF \$1,456 FROM THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY-BUREAU OF CRIMINAL APPREHENSION TO THE GRAND RAPIDS' POLICE DEPARTMENT'S INVESTIGATION TEAM

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

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

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the listed donation and terms of the donor as follows:

- The MN Department of Public Safety-Bureau of Criminal Apprehension has donated \$1,456.00 to the Grand Rapids Police Department for use by the investigators in Crimes Against Children Task Force.

Adopted this 14th day of August, 2023

Dale Christy, Mayor

Attest:

Kimberly Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 14, 2023

AGENDA ITEM: Consider appointing applicant to the Human Rights Commission

PREPARED BY: Kimberly Gibeau

BACKGROUND:

There is currently one vacancy on the Human Rights Commission with an unexpired term through March 1, 2023. We have received one application from Amy Blomquist and Councilor Connelly agreed to conduct an interview.

Ms. Blomquist's application is attached for your review.

REQUESTED COUNCIL ACTION:

Make a motion to appoint applicant to the Human Rights Commission with a term to expire March 1, 2024.

Published on *Grand Rapids Minnesota* (<https://cityofgrandrapidsmn.com>)

[Home](#) > [Resources](#) > [Application](#) > [Webform results](#) > Application

Submission information

Form: [Boards and Commissions Application](#) [1]
Submitted by Visitor (not verified)
Wed, 08/09/2023 - 9:29am
205.149.156.154

CONTACT INFORMATION

Full Name

Amy M Blomquist [REDACTED]

Phone Number

[REDACTED]

Email

[REDACTED]

Address:

[REDACTED]

BOARDS AND COMMISSIONS

Please select all Boards & Commissions on which you would like to serve.

Boards & Commissions

POLICE COMMUNITY ADVISORY BOARD73|HUMAN RIGHTS COMMISSION

BACKGROUND INFORMATION

Occupation:

Community Engagement Coordinator

Qualifications:

- 25+ years serving people in poverty and current continued employment
- Minnesota Reading Corps
- 11 years as a Mental Health Practitioner for NorthHomes Children and Family Services
- House parent for Bright Horizons Group Home for several years
- Educational Autism Para for Cedar Grove Elementary School in Panama City Florida.

I served on the Itasca County Housing Authority Board as the Resident Commissioner for 3 years until I moved out of Public Housing.

Additional Comments:

My son in law is a nationalized Mexican immigrant. I am a parent to 2 mixed sons and a step parent to two step children one black and one mixed. I love so much of our community and the idea of having a voice for all important issues. I have attended a meeting of the commission and had ideas and information that I realized I may be able to positively contribute to this agenda.

City Relationships:

Yes

If yes to previous question:

My cousin is married to Mayor Christy.

Residency:

No

DATA AUTHORIZATION:

- Phone Number
- Email Address
- Work number if provided

AGREE:

- I agree to inform the City Clerk's office of any change indicated above.
- I agree to relinquish and waive all claims that may arise against the City, its agents or employees for releasing any and all authorized data referenced above relating to this application.
- I understand and agree that as a member of a City of Grand Rapids Commission/Board that I will be utilizing my private email address for official City business. I further understand that pursuant to Minnesota Statutes Chapter 13 (Data Practices), that upon request from City Administration that I must provide emails relative to City business to fulfill all data practice requests. Failure to do so could be deemed a Misdemeanor pursuant to Minnesota Law.
- I agree that by submitting this application, I am stating that the statements and information provided are true and correct to the best of my knowledge.

Source URL:<https://cityofgrandrapidsmn.com/node/791/submission/1059>

Links

[1] <https://cityofgrandrapidsmn.com/bc/webform/boards-and-commissions-application>



REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 14, 2023

AGENDA ITEM: Consider appointing applicant to the Grand Rapids Economic Development Authority

PREPARED BY: Kimberly Gibeau

BACKGROUND:

We currently have one vacancy on the Grand Rapids EDA with an expiration date of March 1, 2029. We have one applicant submitted by Bill Martinetto. Mayor Christy has conducted an interview with Mr. Martinetto and is recommending appointment.

REQUESTED COUNCIL ACTION:

Make a motion to appoint Mr. Bill Martinetto to the Grand Rapids Economic Development Authority, term to expire March 1, 2029.



APPLICATION FOR CITY BOARDS AND COMMISSIONS

Return to:
City Administration Office
420 N. Pokegama Avenue
Grand Rapids, MN 55744
218-326-7600

Personal Information:

Name: William Martinetto	Date: 2/21/2023
Address: [REDACTED]	Phone: [REDACTED]
Employer: Rapids Brewing Company	Evening Phone: [REDACTED]
Occupation: Owner/GM	E-Mail: [REDACTED]

Please rank in order the Boards/Commissions on which you would like to serve (leave blank any on which you do not wish to serve):

<input type="checkbox"/>	Arts & Culture Commission	Parks, Recreation & Civic Center Board	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Economic Development Authority	Planning Commission	<input type="checkbox"/>
<input type="checkbox"/>	Golf Course Board	Police Community Advisory Board	<input type="checkbox"/>
<input type="checkbox"/>	Human Rights Commission	Public Utilities Commission	<input type="checkbox"/>
<input type="checkbox"/>	Library Board		<input type="checkbox"/>

Do you have special qualifications that you feel would help you be particularly effective on a City Board or Commission? (i.e. work experience, volunteer experience, education, hobbies, etc?) Starting and operating a business in downtown Grand Rapids, undergrad education in finance, accounting and economics, an MBA, and a strong desire to see GR grow and redevelop.

How did you become interested in serving on a Board or Commission?

My interest stems from my desire to help in the development and redevelopment of the GR area in any way that I can. Starting and operating a business in GR was a great catalyst for this desire.

Are you related to any City employee or elected official? YES ☒ NO ☐

If yes, to whom and how are you related? Paul Martinetto - Brother

Are you a Resident ☒ or Non-Resident ☐ ?

Do you own property or own a business within the Grand Rapids city limits?

YES ☒ NO ☐ If yes, please explain: Rapids Brewing Company

Data Authorization:

If appointed, I, William Martinetto, authorize the City of Grand Rapids to release the following private data upon request made to the City (check all that apply).

Home Phone # _____

Work Phone# _____

Cell Phone # 616-888-8884

I also authorize the City of Grand Rapids to release such authorized private data referenced above to members of the general public, City staff, Mayor and City Council members upon request for such data. The person(s) receiving such private data must use it only for lawful purposes.

This authorization shall be modified or cancelled only upon written notice to the City Clerk, City of Grand Rapids.

I agree to inform the City Clerk's office of any change indicated above.

I agree to relinquish and waive all claims that may arise against the City, its agents or employees for releasing any and all authorized data referenced above relating to this agreement.

I recognize and agree that I will be issued a City of Grand Rapids official email and will utilize it for official business of Boards & Commissions only.

2/21/20

Date



Signature



CITY OF
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IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 14, 2023

AGENDA ITEM: Conduct a Public Hearing to consider the rezoning land from R-1 (One Family Residential) to R-4 (Multi-Family Residential, High Density)

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

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

REQUESTED COUNCIL ACTION:

Conduct a Public Hearing to consider the rezoning land from R-1 (One Family Residential) to R-4 (Multi-Family Residential, High Density)



Public Hearing

Zoning Map Amendment

August 14, 2023

Christian Conner & Luke Schumacher
Parcel 91-030-1410/1702 Golf Course Rd.
and

expanded by recommendation of the Planning Commission to include
Parcel 91-030-1412/1616 Golf Course Rd.

R-1 (Single-Family Residential)
to
R-4 (Multi-Family Residential, High Density)



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Zoning Map Amendment

Petitioned Zoning Map Amendment

- **Petitioner:** Christian Conner and Luke Schumacher (property owners) of Parcel No. 91-030-1410
- **Requested Zoning Map Amendment:** rezoning from current R1 (One Family Residential) to that of R-4 (Multi-Family Residential, High Density)
- **Subject Property:** 7.2 acres – 1702 Golf Course Road.
- **Present Use:** Single Family Residence
- **Intended Use:** There is no planned change of use at this time.

Expanded Zoning Map Amendment

- **Planning Commission:** Recommended the proposed zoning map amendment also include Parcel No. 91-030-1412
- **Recommended Zoning Map Amendment:** rezoning from current R1 (One Family Residential) to that of R-4 (Multi-Family Residential, High Density)
- **Subject Property:** 4.9 acres – 1616 Golf Course Road.
- **Present Use:** Single Family Residence
- **Intended Use:** There is no planned change of use at this time.



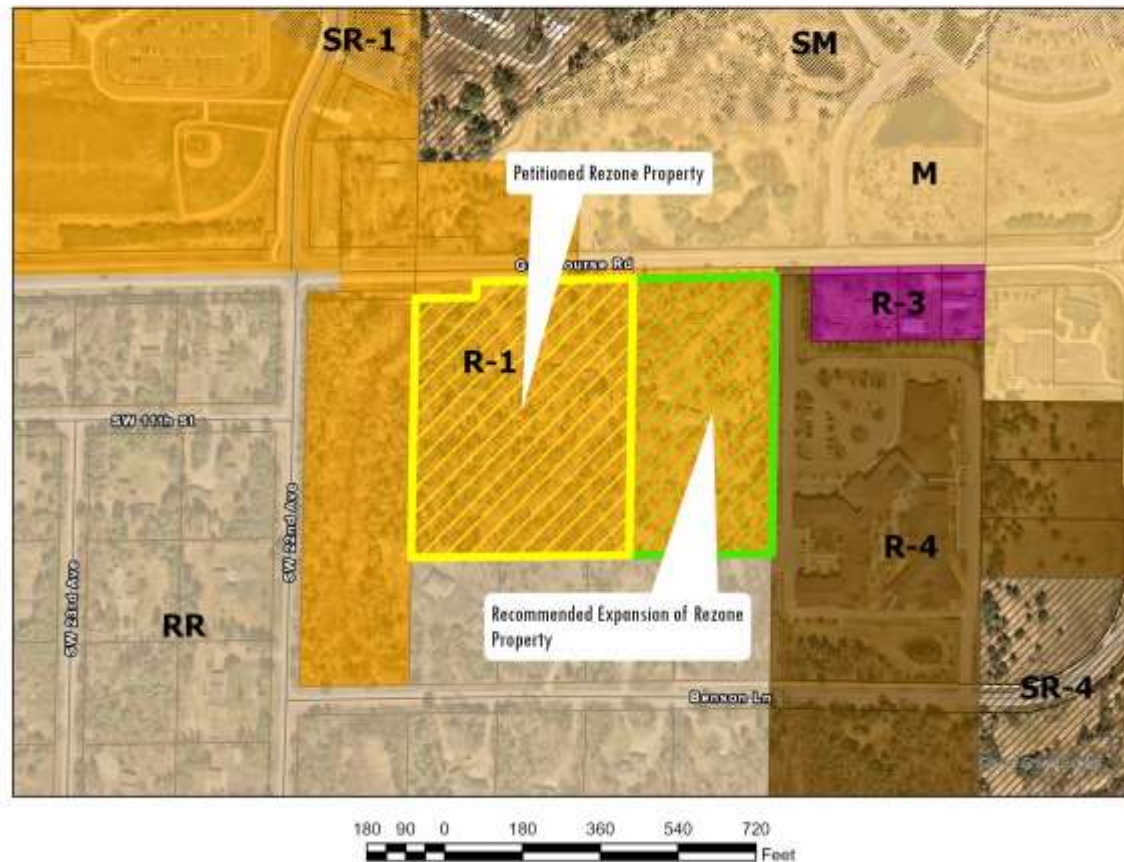
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Zoning Map Amendment

Item 27.

Surrounding Zoning:

Existing Zoning Surrounding the Subject Property





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Zoning Map Amendment

R-4/SR-4 Inventory

1.3% of the City's total land area is zoned R-4 or SR-4.

Currently:

R-4 Districts = 127.7 Acres,
none is being marketed for sale.

SR-4 Districts = 45.3 Acres,
15.1 Acres is being marketed for sale. (GREDA)

One other parcel, a LB zoned property, which could accommodate multi-family development, is being marketed for sale.

Existing R-4 and SR-4 Zoning Districts
City Wide





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Zoning Map Amendment

Maximum Density (Housing Units) currently available for purchase and being considered with this rezoning

Property	Zoning	Area (acres)	Maximum Density
GREDA Parcel	SR-4	15.1	132
Conner	Proposed R-4	7.2	125
Shields	Proposed R-4	4.9	85
Vorandesoto	LB	5.3	76
			418

The property owned by Shields is the expanded area of the rezone, recommended by the Planning Commission. Assuming the Shields maintain their current single-family use, which is also a permitted use in R-4 zoning, the combined GREDA, Conner and Vorandesoto available properties could support a maximum of 333 new housing units.



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Zoning Map Amendment

Summary of Updated Recommendations

In general, the following housing targets have been used for Grand Rapids and Cohasset over the 5-year projection period extending from 2022 to 2027:

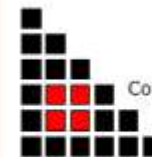
- ▶ 20 to 25 owner-occupancy units/year for 5-year total of 100 to 125 units
- ▶ 50 to 65 renter-occupancy units/year for 5-year total of 250 to 325 units
- ▶ 70 to 90 total housing units/year for 5-year total of 350 to 450 units

This document is an abbreviated update to the 2019 Housing Studies that had been prepared for Grand Rapids and Cohasset. The 2019 Studies had included specific recommendations for the Grand Rapids Market Area, which includes both Grand Rapids and Cohasset. The topics summarized in the 2019 Studies have been revised or modified in 2022 to reflect current market conditions.

Grand Rapids and Cohasset HOUSING STUDIES LIMITED UPDATE

September 2022 Draft

A limited update of the 2019 Housing Studies completed for
the Cities of Grand Rapids and Cohasset, MN



Community Partners Research, Inc.
Lake Elmo, MN
(651) 777-1813



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Zoning Map Amendment

Section 30-512 Table 2A Development Regulations

Yard and Bulk Requirement comparison between requested zoning and existing:

	R-4 (requested)	R1 (existing)
Min. Lot Size	Gross area -15,000 s.f. Area/unit -2,500 s.f., Width- 100 ft.	Gross area- 8,400 s.f. Width - 50 ft.
Min. Yard Setbacks	front-35 ft., int. side-20 ft., street side-30 ft., rear- 35 ft.	front-30 ft., int. side-6-9 ft., street side-15 ft., rear- 30 ft.
Max. Lot Coverage	building-35%	building-N/A
Building Size	max. height- 45 ft., min. dimension- 24 ft.	max. height- 30 ft., min. dimension- 24 ft.



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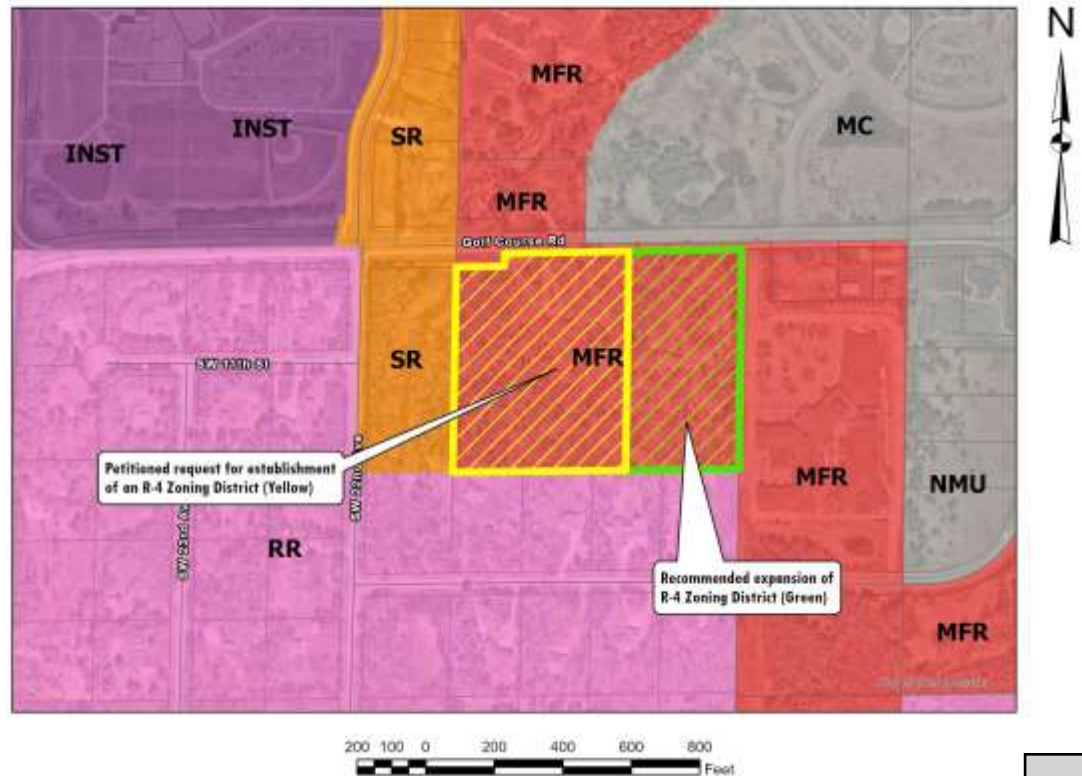
Zoning Map Amendment

Comprehensive Plan Future Land Use Map

The Future Land Use map contained within the 2020 Comprehensive Plan shows the subject properties located within an area indicated as future “Multi-Family Residential”, which was a “future land use”. This designation was intended to provide the full array of opportunity for housing types, as Multi-Family zoning permits both multi-family and single-family development.

The Future Land Use Map identifies the desired future primary uses and is intended to inform and guide future zoning designations.

2020 Grand Rapids Comprehensive Plan
Future Land Use Map





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Zoning Map Amendment

Comprehensive Plan:

Chapter 4 – Land Use Chapter 5 - Housing

Goal 4: Protect and enhance the character, amenities, variation, and livability of residential areas. A range of residential land uses allows for lifecycle housing choices and options within a variety of housing markets. Grand Rapids' housing options stretch across the entire residential land use transect, from rural to dense multi-family.

- a. Integrate a range of housing types while retaining the character of distinct neighborhoods.** Introducing new housing types to the area can provide opportunities to increase housing options and can improve livability; however, potential impacts to existing neighborhood character must be considered. Allowing for some variety of housing within neighborhoods will promote inclusive and economically integrated neighborhoods. A variety of housing options can be achieved while enhancing neighborhood character.

Implementation Strategy	On-Going Action	Short Term Action	Long Term Action	Responsible Parties
Development and Land Use Regulation: Zoning	Continue to evaluate rezoning proposals for compatibility with surrounding existing and planned uses and connections to infrastructure systems.	Pursue zoning amendments for use and development standards as warranted. Examples include updates to building height requirements.	Continue to utilize evaluation criteria through the rezoning process. Update the criteria as needed.	Primary: Community Development, Engineering Secondary: Planning Commission
Density and Market Demand	Guide residential development areas and zone changes that are consistent with the Future Land Use Map to create a diverse yet integrated housing landscape. Monitor the housing demand, density needs and emerging trends to ensure regulations create opportunities.	Plan housing development contingencies that include aggressive economic growth scenarios. Stage residential development consistent with the Future Land Use Map and policies. Consider service needs as part of the review. Consider that new housing will be multi-generational, rather than responding only to current market conditions, in development review and permitting.	Assist the development of housing in the downtown and Mississippi riverfront to maximize community benefits.	Primary: Community Development Secondary: Housing and Redevelopment Authority (HRA)



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Zoning Map Amendment

Planning Commission Considerations/Findings of Fact:

The Planning Commission reviewed the proposed zoning map amendment at their July 6th meeting.

Based upon their review of these considerations and their findings of fact, the Planning Commission approved a motion recommending approval of the petitioned zoning map amendment submitted by Conner and Schumacher. Additionally, the Planning Commission recommended the rezoning of the Shields parcel, for continuity and consistency with the Comprehensive Plan recommendations.

The Planning Commissions Findings of Fact are incorporated into the draft Ordinance to be considered following this public hearing.

PLANNING COMMISSION

Considerations

ZONING MAP AMENDMENT

1. Will the change affect the character of neighborhoods?

Why/Why not?

2. Would the change foster economic growth in the community?

Why/Why not?

3. Would the proposed change be in keeping with the spirit and intent of the ordinance?

Why/Why not?

4. Would the change be in the best interest of the general public?

Why/Why not?

5. Would the change be consistent with the Comprehensive Plan?

Why/Why not?



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Item 27.

Questions?

MEMORANDUM

TO: Rob Mattei
Director of Community Development

FROM: Chad Jorgenson, PE, PTOE (Lic. IA, MN, SD)

DATE: August 10, 2023

RE: Proposed Golf Course Road Multifamily Development Traffic Impact Assessment
SEH No. ITASC 172481 14.00

The following memorandum provides findings related to a traffic impact analysis for potential development of one and redevelopment of two parcels located near and along CSAH 23 (Golf Course Road) in the City of Grand Rapids, MN.

The parcels, shown in **Figure 1**, show a total of 342 units of multi-family housing. 132 units are proposed to be located north of SW 8th Street and 210 units are proposed to be located just east of 22nd Avenue on the south side of CSAH 23 (Golf Course Road).

Figure 1: Proposed Development



Impacts from the trips generated from the proposed development to the surrounding roadway network were evaluated and summarized in the following sections.

Engineers | Architects | Planners | Scientists

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

218.322.4500 | 888.908.8166 fax | sehinc.com

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

DATA COLLECTION AND EXISTING CONDITIONS

13-hour traffic counts along CSAH 23 (Golf Course Road) were obtained in May, 2023 when school was in session at the following intersections:

- CSAH 23 (Golf Course Road) and 22nd Avenue
- CSAH 23 (Golf Course Road) and the Grand Itasca Clinic and Hospital Access
- CSAH 23 (Golf Course Road) and Lakewood Avenue

Based on the existing counts, the AM peak hour was found to be 7:30 AM to 8:30 AM, the school dismissal peak hour was found to be from 2:45 PM to 3:45 PM and the PM peak hour was found to be from 4:00 PM to 5:00 PM.

Average Annual Daily Traffic (AADT) volume information was pulled from MnDOT's Traffic Mapping Application to determine existing daily roadway volumes along the surrounding roadways. From this application the roadways surrounding the proposed development had the following AADT volumes:

- CSAH 23 (Golf Course Road) west of 22nd Avenue: **5,217 vehicles per day in 2022**
- 22nd Avenue north of CSAH 23 (Golf Course Road): **465 vehicles per day in 2022**
- County Road 76 north of CSAH 23 (Golf Course Road): **4,050 vehicles per day in 2020**

The existing daily roadway capacity of a two-lane roadway is approximately 10,000 to 12,000 vehicles per day while a three-lane roadway can serve up to 18,000 vehicles per day. The existing roadway AADT volumes are well below the thresholds where traffic operations would begin to deteriorate.

TRIP GENERATION AND DISTRIBUTION

Trip generation estimates for the proposed development were calculated using the *Institute of Transportation Engineers' (ITE) Trip Generation Manual, 11th Edition*. **Table 1** shows the trip generation estimates for the proposed development for the AM peak hour, school dismissal peak hour, and PM peak hour, and daily trips generated.

Table 1 – Trip Generation Estimates

Land Use	Number of Units	Daily Trips*	AM Peak Hour*			SD Peak Hour			PM Peak Hour*		
			Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit
Multifamily	132	599	49	11	38	24	7	17	51	31	20
Multifamily	125	568	46	11	35	23	7	16	49	30	19
Multifamily	85	386	31	7	24	16	5	11	33	20	13
Total	342	1,553	126	29	97	63	19	44	133	81	52

Trips from the proposed development sites were distributed through the adjacent roadway network based upon the collected intersection counts, and the parcels' relative location to surrounding development. Based upon this information it was assumed that 70% of the traffic travels to and from the east and 30% of the traffic to and from the west.

It is anticipated that a single access point will be provided to serve the two parcels located just east of 22nd Avenue on the south side of CSAH 23 (Golf Course Road). CSAH 23 (Golf Course Road) is designated as a major collector roadway and therefore access management best practices should be considered when evaluating new developments along the corridor. Limiting the amount of access onto CSAH 23 (Golf Course Road) will likely improve safety as well as lead to an increase in operational performance of the corridor.

OPERATIONAL ANALYSIS

Traffic operations analysis was conducted to determine the level of service (LOS), delay, and queuing information for the AM, SD and PM peak hour conditions.

LOS is a qualitative rating system used to describe the efficiency of traffic operations at an intersection. Six LOS are defined, designated by letters A through F. LOS A represents the best operating conditions (no congestion), and LOS F represents the worst operating conditions (severe congestion). For the purposes of this analysis, it was assumed that an intersection operating at LOS D or better, for all approaches and the overall intersection, represent acceptable operating conditions.

LOS for intersections is determined by the average control delay per vehicle. The range of control delay for each LOS is different for signalized and unsignalized intersections. The expectation is that a signalized intersection is designed to carry higher traffic volumes and will experience greater delays than an unsignalized intersection. Driver tolerance for delay is greater at a signal than at a stop sign; therefore, the LOS thresholds for each LOS category are lower for unsignalized intersections than for signalized intersections. **Table 2** shows the LOS thresholds for signalized and unsignalized intersections.

Table 2 – Level of Service Thresholds

Level of Service	Average Vehicle Delay (sec/veh)	
	Signalized Intersection	Unsignalized (Stop or Roundabout) Intersection
A	0 to 10	0 to 10
B	> 10 and ≤ 20	> 10 and ≤ 15
C	> 20 and ≤ 35	> 15 and ≤ 25
D	> 35 and ≤ 55	> 25 and ≤ 35
E	> 55 and ≤ 80	> 35 and ≤ 50
F	> 80	> 50

The following scenarios were analyzed as part of this analysis:

- 2023 Existing Conditions
- 2023 Conditions including proposed development traffic.

Intersections analyzed as part of this analysis include the following:

- CSAH 23 (Golf Course Road) and 22nd Avenue
- CSAH 23 (Golf Course Road) and Proposed site access point
- CSAH 23 (Golf Course Road) and the Grand Itasca Clinic and Hospital Access
- CSAH 23 (Golf Course Road) and Lakewood Avenue

2023 Existing Conditions

During all analyzed peak hours, all study intersections operate acceptably with all approaches operating at LOS C or better. During the AM peak hour and school dismissal peak hours, the southbound 22nd Avenue approach operates at LOS B and LOS C, respectively due to school pick up and drop off operations. **Table 3** shows the 2023 existing traffic operations at the study intersections during the AM, SD, and PM peak hours.

Table 3 – 2023 Existing Traffic Operations

Intersections:	Approach	AM PEAK HOUR		SD PEAK HOUR		PM PEAK HOUR	
		Approach (sec/LOS)	Intersection (sec/LOS)	Approach (sec/LOS)	Intersection (sec/LOS)	Approach (sec/LOS)	Intersection (sec/LOS)
CSAH 23 at 22 nd Avenue (Minor Stop)	EB	0.9 / A	3.3 / A	0.8 / A	3.3 / A	0.4 / A	1.0 / A
	WB	0.9 / A		0.9 / A		0.9 / A	
	NB	0.0 / A		0.0 / A		0.0 / A	
	SB	12.2 / B		15.5 / C		8.0 / A	
CSAH 23 at Proposed Site Driveway (Minor Stop)	EB	0.8 / A	0.8 / A	0.7 / A	0.7 / A	0.5 / A	0.7 / A
	WB	0.9 / A		0.8 / A		0.8 / A	
	NB						
	SB						
CSAH 23 at Grand Itasca Hospital Access (Minor Stop)	EB	2.1 / A	1.7 / A	1.0 / A	1.4 / A	0.7 / A	1.6 / A
	WB	1.0 / A		0.7 / A		0.7 / A	
	NB						
	SB	9.4 / A		7.7 / A		7.7 / A	
CSAH 23 at Lakewood Ave (Minor Stop)	EB	4.6 / A	5.1 / A	4.8 / A	4.8 / A	4.2 / A	4.6 / A
	WB	5.6 / A		5.0 / A		5.2 / A	
	NB	3.8 / A		3.6 / A		3.5 / A	
	SB	3.6 / A		3.3 / A		3.6 / A	

2023 Existing Conditions with proposed development

Under the 2023 conditions with the addition of the proposed development, operations are comparable to the existing 2023 base conditions without the additional development. With additional through traffic traveling along CSAH 23 (Golf Course Road), delays for the minor street stop-controlled approaches increase slightly.

All intersection approaches operate at LOS C or better under all peak hours analyzed. **Table 4** shows the 2023 existing traffic operations with the proposed development at the study intersections during the AM, SD, and PM peak hours.

The proposed developments are expected to generate an estimated 1,553 vehicles per day with an estimated 1,100 vehicles (70%) expected to travel to the east along CSAH 23 (Golf Course Road). The additional 1,100 vehicles translates to a 20% increase in traffic volumes. The estimated additional daily traffic volumes bring the projected AADT along CSAH 23 (Golf Course Road) to 6,317 vehicles per day on the west end of the corridor and to 11,723 vehicles per day on the east end of the corridor, well within the carrying capacity of a three lane roadway.

As traffic volumes continue to grow along CSAH 23 (Golf Course Road), all minor street stop-controlled intersections along CSAH 23 (Golf Course Road) should be monitored for excessive delay and safety concerns. The southbound approach of 22nd Avenue to CSAH 23 (Golf Course Road) should be monitored as longer delays are currently present during school pick-up and drop off times. Improvements to be considered at this intersection include converting the north leg of the intersection to a right-in/right-out intersection and allow motorists to utilize the CSAH 76 roundabout to make a U-turn to travel east along CSAH 23 (Golf Course Road).

Table 4 – 2023 Existing Traffic Operations

Intersections:	Approach	AM PEAK HOUR		SD PEAK HOUR		PM PEAK HOUR	
		Approach (sec/LOS)	Intersection (sec/LOS)	Approach (sec/LOS)	Intersection (sec/LOS)	Approach (sec/LOS)	Intersection (sec/LOS)
CSAH 23 at 22 nd Avenue (Minor Stop)	EB	1.1 / A	3.3 / A	0.9 / A	3.3 / A	0.5 / A	1.0 / A
	WB	1.0 / A		0.8 / A		0.9 / A	
	NB	0.0 / A		0.0 / A		0.0 / A	
	SB	21.6 / C		17.7 / C		9.9 / A	
CSAH 23 at Proposed Site Driveway (Minor Stop)	EB	1.0 / A	0.8 / A	0.8 / A	0.7 / A	0.5 / A	0.7 / A
	WB	1.2 / A		0.9 / A		1.2 / A	
	NB	7.0 / A		6 / A		4.6 / A	
	SB						
CSAH 23 at Grand Itasca Hospital Access (Minor Stop)	EB	2.4 / A	1.7 / A	1.0 / A	1.4 / A	0.6 / A	1.6 / A
	WB	1.1 / A		0.8 / A		0.7 / A	
	NB						
	SB	12.2 / B		9.1 / A		9.6 / A	
CSAH 23 at Lakewood Ave (Minor Stop)	EB	5.0 / A	5.1 / A	5.0 / A	4.8 / A	4.2 / A	4.6 / A
	WB	6.0 / A		5.3 / A		5.4 / A	
	NB	5.1 / A		4.1 / A		3.6 / A	
	SB	4.4 / A		3.5 / A		4.0 / A	

CONCLUSIONS AND RECOMMENDATIONS

The proposed development including redevelopment of three parcels into total of 342 units of multifamily housing is not anticipated to have a detrimental impact on the existing operations of the surrounding roadway.

The developments are estimated to generate 1,553 trips per day adding approximately 1,100 daily trips to CSAH 23 (Golf Course Road) bringing the projected AADT along the corridor to 6,317 vehicles per day on the west end and 11,723 vehicles per day on the east end of the corridor just west of US 169. These projected traffic volumes are well within the carrying capacity of a three-lane roadway which can serve up to 18,000 vehicles per day.

Operational and safety performance of the minor street stop-controlled intersections along the corridor should be monitored as volumes increase along the corridor. The southbound approach of 22nd Avenue to CSAH 23 (Golf Course Road) should be monitored as longer delays are currently present during school pick-up and drop off times. Improvements to be considered at this intersection include converting the north leg of the intersection to a right-in/right-out intersection and allow motorists to utilize the CSAH 76 roundabout to make a U-turn to travel east along CSAH 23 (Golf Course Road).

CMJ

c: Sara Christenson – SEH
Karin Grandia – Itasca County
Ryan Sutherland – Itasca County
Matt Wegwerth – City of Grand Rapids.
Tom Pagel – City of Grand Rapids

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From: [Dale Christy](#)
To: [Rob Mattei](#)
Subject: Fw: [Dale Christy] Rezone Opposition Parcel 91-030
Date: Thursday, August 10, 2023 8:22:28 PM

FYI-I received this today and thought I'd pass it along as we just talked about it earlier today.

From: grandrapids-mn@municodeweb.com <grandrapids-mn@municodeweb.com>
Sent: Thursday, August 10, 2023 3:45 PM
To: Dale Christy <dchristy@grandrapidsmn.gov>
Subject: [Dale Christy] Rezone Opposition Parcel 91-030

Mona Karkela (karkela@mchsi.com) sent a message using the contact form at <https://link.edgepilot.com/s/ce6efcd9/Fd0ddbIUM02VdJn34-2zHQ?u=https://cityofgrandrapidsmn.com/>.

Grand Rapids City Council
 City Hall

Grand Rapids, MN 55744

August 10, 2023

To the Members of the Grand Rapids City Council and Chris Connor and Luke SDchumacher:
 This letter is in opposition to the rezone of Parcel 91-030 from their currently established R1 (Shoreland One-Family Residential) zoning designation to an R-4 (Multiple-family Residential-high density) zoning district as outlined on the attached Notice posted in the Grand Rapids Paper on August 2, 2023. While the local community may be unable to prevent development, that will be detrimental to the area, nearly all residents in the surrounding neighborhoods are completely opposed to the addition of multi-family housing that will cause traffic and safety problems, create even more problems with grade school traffic that is already causing major traffic issues, destroy local wildlife habitat, and potentially lower the property values of the existing community.

Traffic and safety of pedestrians are major areas of concern. While the traffic may be lighter on average, the local neighborhood traffic will disproportionately surge during morning and evening rush hours, causing traffic issues during critical times for the existing area neighborhoods. The traffic surge during morning rush hours will also negatively impact safety for children, since students walk to school in the mornings. In general, the area traffic is continuing to increase, and heavy traffic is already common at times due to the aforementioned school traffic, hospital traffic (ambulance, especially), which may not have been anticipated during the last rezoning approval.

Wildlife has been observed in the area, and any development will destroy their habitat. Any planned development of the property should consider the continuing impact to local wildlife habitat. This area may also have several endangered species, which should be investigated by the appropriate agency prior to approving development.

Property values are likely to go down in the area if multi-family apartments or condominiums are built. Multifamily dwellings are inconsistent with the neighborhoods developed in the area. I was disappointed that so few notices were mailed and I had to be informed by my close neighbors who will be impacted. There was no indication of where the notifications were sent, but I suspect none were delivered into our neighborhood...

I urge you to disapprove the proposed rezoning, and from recent discussions with my neighbors, I know my opinions are shared by many who are not able to attend this meeting or write letters and emails.

Thank you for your continued service and support of our communities.

Best regards,
Mona J. Karkela 2162 Benson Lane, Grand Rapids, MN 55744 218-327-8167



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 14, 2023

AGENDA ITEM: Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map, by rezoning land from R-1 (One Family Residential) to R-4 (Multi-Family Residential, High Density)

PREPARED BY: Rob Matte, Director of Community Development

BACKGROUND:

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

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

REQUESTED COUNCIL ACTION:

Make a motion regarding adoption of an ordinance, amending the Official Zoning Map, by rezoning land from R-1 (One Family Residential) to R-4 (Multi-Family Residential, High Density) and authorize its publication in summary form.

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

ORDINANCE NO. 23-_____

AN ORDINANCE OF THE CITY OF GRAND RAPIDS, MINNESOTA, APPROVING THE REZONING OF LAND FROM R-1 (ONE FAMILY RESIDENTIAL) TO R-4 (MULTI-FAMILY RESIDENTIAL, HIGH DENSITY)

WHEREAS, on July 6, 2023, the Planning Commission approved a motion forwarding a favorable recommendation to the City Council regarding the rezoning of property legally described as,

The North Half of the Southeast Quarter of the Northeast Quarter, less and except the East 484 feet thereof, Section 30, Township 55 North, Range 25, West of the Fourth Principal Meridian, less the West 330 feet of the East 814 feet of the North Half of the Southeast Quarter of the Northeast Quarter, Section 30, Township 55 North, Range 25, West of the Fourth Principal Meridian, Itasca County, Minnesota.

AND

The West 330' of the East 814 feet of the North Half of the Southeast Quarter of the Northeast Quarter, Section 30, Township 55 North, Range 25, West of the Fourth Principal Meridian, Itasca County, Minnesota.

from its current zoning designation of R-1 (One-Family Residential) to R-4 (Multi-Family Residential, High Density), and

WHEREAS, the City Council conducted a public hearing on that request at their regular meeting on August 14, 2023 and all were heard, and

WHEREAS, the City Council did concur with the recommendations of the Planning Commission, and determined that the Zoning Map Amendment would be in the best interest of the community.

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

That the property legally described above and as shown on the attached "Exhibit A", is rezoned from its current designation of R-1 (One Family Residential) to R-4 (Multi Family Residential, High Density) based on the following findings of fact;

- The proposed rezoning would not have an adverse affect the character of neighboring area as it will allow for a mixture of housing types that are already present in the surrounding area.
- The change would foster economic growth by allowing for the much-needed development of new housing.
- The change would be in keeping with the spirit and intent of the Zoning Ordinance by fostering development that is orderly and consistent with the needs of the community and have yard and bulk standards that fit the surrounding area.
- The change would be in the best interest of the general public by supporting the development of new housing, which is much needed in the City.
- That the change would be consistent with the Comprehensive Plan, as this zoning change supports the intended future development of the site as multi-family residential.

This Ordinance shall become effective after its passage and publication.

Adopted by the City Council this 14th day of August 2023.

Dale Christy, Mayor

ATTEST:

Kim Gibeau, City Clerk

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

Exhibit "A"

Existing Zoning Surrounding the Subject Property

