



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

**CITY COUNCIL MEETING AGENDA**  
**Monday, January 24, 2022**  
**5:00 PM**

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, January 24, 2022 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, January 10, 2022 City Council Regular Meeting.

VERIFIED CLAIMS:

2. Approve the verified claims for the period January 4, 2022 to January 18, 2022 in the total amount of \$3,698,563.70 of which \$2,477,755.00 are debt service payments.

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

3. December 8, 2021 Library Board Minutes  
November 2, 2021 Arts & Culture Minutes  
November 18, 2021 GREDA Minutes  
September 2, 2021 Planning Commission Minutes

CONSENT AGENDA:

4. Approve amended concessionaire agreement with Pokegama Grill
5. Consider adopting a resolution accepting two (2) Visa gift cards in the amount of \$50.00 each from Carol and Dennis Olson.
6. Consider adopting a resolution accepting a donation of \$1,500.00 from Minnesota Power to be used in purchasing an (1) Zoll AED Plus Unit
7. Consider adopting a Resolution Requesting Coverage for ICTV, a Nonprofit Corporation.
8. Consider adopting resolutions to accept and execute the MNDOT Airport Maintenance and Operation Grant Contract #1047460 and authorize the Mayor and City Clerk to sign such contract.

- [9.](#) Adopt a resolution for amended HMEP grant from the MN Department of Public Safety
- [10.](#) Consider authorizing the Grand Rapids Fire Department to submit an entry into the Year of Giving Campaign.
- [11.](#) Consider entering into a support agreement with AVI Systems Inc.
12. PW PT Eligibility List for Winter Maintenance
- [13.](#) Adopt a resolution amending the City Wide fee schedule to include fee for Citation Hearing Fee
- [14.](#) Consider adopting a resolution approving a loan to the Capital Equipment Fund in the amount of \$386,595.
- [15.](#) Consider accepting the resignation of Tom Foss from the Haz-Mat Equipment/Training Assistant position.
- [16.](#) Approve Eagle Club Systems Agreement
- [17.](#) Approve purchase of Toro Greensmower
- [18.](#) Consider approving Trackman Virtual Golf Agreement
- [19.](#) Approve purchase of Turfwerks Topdresser
- [20.](#) Consider adopting a resolution approving budgeted transfers from the General Fund to Special Revenue Funds-Domestic Animal Control Facility and Central School.
- [21.](#) Consider adopting a resolution declaring a climate emergency in Grand Rapids, Minnesota.
- [22.](#) Consider designating Community Festivals for the City of Grand Rapids

SET REGULAR AGENDA:

CIVIC CENTER & PARKS:

- [23.](#) Consider a resolution requesting amendments to Local Sales and Use Tax Authorization
- [24.](#) Consider an amendment to the professional services agreement with ICS for the IRA Civic Center

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

- [25.](#) Consider conducting the Public Hearing for CP 2003-18, 21<sup>st</sup> Street SW Extension.

ENGINEERING PUBLIC WORKS:

- [26.](#) Consider adopting a resolution ordering CP 2003-18, 21<sup>st</sup> Street SW Extension and the plans and specifications for the project to be completed.

- [27.](#) Consider approving SLA 2003-18 amendment with SEH for design and construction engineering services related to CP 2003-18, 21<sup>st</sup> Street SW Extension.
- [28.](#) Consider approving a resolution requesting a MSA advance for CP 2003-18, 21<sup>st</sup> Street SW Extension.
- [29.](#) Consider authorizing quotes for tree clearing related to CP 2003-18 and award a contract to Wabana Clearing and Excavating, LLC

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR FEBRUARY 14, 2022, 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



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**CITY COUNCIL MEETING MINUTES**  
**Monday, January 10, 2022**  
**5:00 PM**

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

**CALL OF ROLL:**

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

**Staff Present:** Tom Pagel, Chad Sterle, Rob Mattei, Barb Baird, Will Richter, Steve Schaar

**ORGANIZATIONAL MEETING:**

1. Adopt 2022 City Council By-laws

Motion made by Councilor Adams, Second by Councilor Toven to approve the Council By-laws for 2022. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

2. Designate a Councilmember to serve as Mayor Pro-Tem for 2022

Motion made by Councilor Adams, Second by Councilor Blake to appoint Councilor Tasha Connelly as Mayor Pro-Tem 2022. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

3. Designate the Herald Review as official newspaper for the City of Grand Rapids for 2022

Motion made by Councilor Blake, Second by Councilor Toven to designate the Grand Rapids Herald Review as the official newspaper for the City of Grand Rapids. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

4. Appoint Council representatives to Boards & Commissions

Upon review, recommendations for Council representative appointments included: Councilor Adams to Civic Center, Parks & Recreation Advisory Board and Greenway Joint Recreation Board and serve as alternate to Cable Commission. Councilor Blake to Economic Development Authority and Public Utilities Commission. Councilor Toven to Cable Commission. Councilor Connelly to Economic Development Authority, Human Rights Commission and alternate to Greenway Joint Recreation Board.



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

5. Appoint Council representatives to selected agencies

After discussion, the following appointments are recommended:

Councilor Adams to represent on the Range Area Municipalities and Schools Board and Arrowhead Regional Development Coalition. Councilor Blake to represent on the Western Mesabi Mine Pit Board and the Coalition of Great Minnesota Cities. Councilor Connelly to represent on City/County Cooperative Committee. Councilor Toven to represent on Joint Powers Gas Board and League of Minnesota Cities. Mayor Christy to represent on Fire Relief Association, Joint Power Gas Board City/County Cooperative Committee and serve as alternate for Range Area Municipalities and Schools Board. Staff appointments include Finance Director Barb Baird to the Fire Relief Association and Engineer/Public Works Director Matt Wegwerth to the Joint Powers Gas Board.

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

6. Consider appointing the following financial institutions as depository designations for 2022, and delegate the Finance Director or Finance Director's Designee authorization for electronic funds transfers.

Motion made by Councilor Blake, Second by Councilor Connelly appointing financial institutions as depository designations for 2022 as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

PUBLIC FORUM:

No members of the public were present

COUNCIL REPORTS:

Councilor Adams noted that he and Councilor Blake attended the RAMS annual meeting and this event was well attended by other participants. Representative Pete Stauber was present and spoke encouragingly on the future of mining in Minnesota.

APPROVAL OF MINUTES:

7. Approve Council minutes for Monday, December 20, 2021 Worksession and Regular meetings.

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

VERIFIED CLAIMS:

8. Approve the verified claims for the period December 15, 2021 to January 3, 2022 in the total amount of \$1,013,913.19.

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

**ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:**

9. Acknowledged minutes for November 16, 2021 and December 7, 2021 Golf Board meetings, November 3, 2021 PUC Meeting, November 10, 2021 Library Board Meeting

**CONSENT AGENDA:**

10. Consider adopting a resolution accepting a \$100 donation from Morris and Sherry Beighley for the Grand Rapids Police Department's Public Safety Education Fund.

**Adopted Resolution 22-01**

11. Consider accepting the resignation of Jeff Madsen, PT Hospital Security.
12. Consider accepting the retirement of Mark Greiner, Firefighter.
13. Consider renewing the Consulting Services Contract with Madden Galanter Hansen, LLP, Attorneys at Law, for labor relations.
14. Void Lost Accounts Payable Check and Issue a Replacement Check
15. Approve payment for Tall Timber Days band The Dweebs
16. Approve agreement with Trackman A/S for Virtual Golf Simulator
17. Consider approval of temporary liquor license for MacRostie Art Center event on February 4, 2022.
18. Void Lost Payroll Check and Issue a Replacement Check
19. Consider adopting a resolution approving an operating transfer from the Capital Projects fund-2021 Infrastructure Bonds to the Capital Projects Fund-Grand Rapids Arts & Culture Projects.

**Adopted Resolution 22-02**

20. Consider approving computer agreements for 2022 with Harris Computer Systems for \$26,343.18.
21. Consider adopting a resolution accepting a \$450,000 grant from the Blandin Foundation for the Minnesota Autonomous Rural Transit Initiative.

**Adopted Resolution 22-03**

22. Consider authorizing staff to apply for amended HMEP grant from the MN Department of Public Safety

- 23. Consider adopting a resolution accepting a \$1,000 donation from Todd and Janet Jaranson on behalf of Lonza and a \$100 from Morris and Sherry Beighley to the Grand Rapids Fire Department to purchase tools and safety equipment.

**Adopted Resolution 22-04**

- 24. Consider accepting the resignation of Janell Hecimovich from the position of Police Officer.

Motion made by Councilor Connelly, Second by Councilor Toven to adopt the Consent agenda as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

SET REGULAR AGENDA:

No items to consider

ADJOURNMENT:

Motion made by Councilor Connelly, Second by Councilor Toven to adjourn the meeting at 5:15 PM. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

Respectfully submitted:

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk

DATE: 01/21/2022  
 TIME: 11:25:58  
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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/24/2022

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
1609470	PILLARS OF GRAND RAPIDS LLC	327,014.32
1621125	PUBLIC UTILITIES COMMISSION	64,450.08
	TOTAL	391,464.40
CITY WIDE		
1801340	RAILROAD MGMNT COMPANY III LLC	313.34
1920240	CHAD B STERLE	540.00
	TOTAL CITY WIDE	853.34
ADMINISTRATION		
1405520	NEOGOV	1,905.30
	TOTAL ADMINISTRATION	1,905.30
BUILDING SAFETY DIVISION		
0221650	BURGGRAF'S ACE HARDWARE	15.98
0514200	ESC SYSTEMS SOUND & LIFE SAFE	678.00
0920060	ITASCA COUNTY TREASURER	143.95
1401650	NARDINI FIRE EQUIPMENT CO INC	654.30
1901535	SANDSTROM'S INC	114.07
2018680	TRU NORTH ELECTRIC LLC	80.00
	TOTAL BUILDING SAFETY DIVISION	1,686.30
COMMUNITY DEVELOPMENT		
0113235	AMERICAN PLANNING ASSOCIATION	308.00
0920060	ITASCA COUNTY TREASURER	185.59
1805230	REESE RUBBER STAMP COMPANY	30.00
1920240	CHAD B STERLE	540.00
	TOTAL COMMUNITY DEVELOPMENT	1,063.59
COUNCIL/COMMISSION/BOARDS		
1309275	LEAGUE OF MINNESOTA CITIES	30.00
1920240	CHAD B STERLE	560.00
2305711	WESTERN MESABI MINE PLANNING	700.00
	TOTAL COUNCIL/COMMISSION/BOARDS	1,290.00

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INVOICES DUE ON/BEFORE 01/24/2022

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FINANCE		
0914540	INNOVATIVE OFFICE SOLUTIONS LL	17.69
	TOTAL FINANCE	17.69
FIRE		
0118100	ARAMARK UNIFORM SERVICES	27.56
0118661	ARROWHEAD REGIONAL FIRE FIGHTR	65.00
0221650	BURGGRAF'S ACE HARDWARE	44.37
0401804	DAVIS OIL INC	744.45
0504825	EDWARDS OIL INC	238.59
0718060	GRAND RAPIDS HERALD REVIEW	692.00
0920060	ITASCA COUNTY TREASURER	74.19
1309336	MN STATE FIRE DEPT ASSOCIATION	450.00
	TOTAL FIRE	2,336.16
INFORMATION TECHNOLOGY		
0805450	HELPSYSTEMS,LLC	135.78
	TOTAL INFORMATION TECHNOLOGY	135.78
PUBLIC WORKS		
0100046	ASV HOLDINGS INC	155.96
0104799	ADVANCED SERVICES INC	444.00
0121721	AUTO VALUE - GRAND RAPIDS	153.57
0221650	BURGGRAF'S ACE HARDWARE	94.95
0301655	CARGILL INCORPORATED	2,203.93
0301685	CARQUEST AUTO PARTS	358.13
0315455	COLE HARDWARE INC	106.67
0315481	CAR, INC	3,893.75
0401804	DAVIS OIL INC	7,205.71
0514802	ENVIROTECH SERVICES INC	8,605.40
0601690	FASTENAL COMPANY	1,570.18
0612083	FLAGSHIP RECREATION	2,215.00
0800040	H & L MESABI	3,118.20
0920060	ITASCA COUNTY TREASURER	755.48
1301015	MACQUEEN EQUIPMENT INC	224.68
1301213	MARTIN'S SNOWPLOW & EQUIP	34.41
1303039	MCCOY CONSTRUCTION & FORESTRY	1,306.21
1415484	NORTHERN LIGHTS TRUCK	247.45
1421155	NUCH'S IN THE CORNER	96.00
1421700	NUSS TRUCK GROUP INC	217.95
1621125	PUBLIC UTILITIES COMMISSION	49.74

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VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
1801899	RAYS SPORT & CYCLE	433.44
1900225	SEH	1,100.00
1901500	SAMMY'S PIZZA	136.00
2000522	TNT CONSTRUCTION GROUP, LLC	535.00
2018560	TROUT ENTERPRISES INC	50.00
	TOTAL PUBLIC WORKS	35,311.81
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	183.61
0315455	COLE HARDWARE INC	8.49
0920060	ITASCA COUNTY TREASURER	82.35
1605740	PETROCHOICE HOLDINGS INC	1,632.74
2209421	VIKING ELECTRIC SUPPLY INC	386.92
	TOTAL FLEET MAINTENANCE	2,294.11
POLICE		
0118625	ARROW EMBROIDERY/PHOTO EXPRESS	135.92
0301685	CARQUEST AUTO PARTS	316.24
0415529	DONDELINGER FORD	267.98
0914722	IACP	190.00
0918575	IRON RANGE TIRE SERVICE INC	739.88
0920060	ITASCA COUNTY TREASURER	3,275.69
1201827	LAW ENFORCEMENT EXECUTIVE	50.00
1205090	LEAGUE OF MINNESOTA CITIES	1,710.00
1309032	MID STATES ORGANIZED CRIME	150.00
1309149	MN CHIEFS OF POLICE ASSOC	180.00
1801570	APS COMPANIES	11.00
1920233	STREICHER'S INC	373.17
1920236	STELLAR MEDICAL & EQUIPMENT	174.75
	TOTAL POLICE	7,574.63
CENTRAL SCHOOL		
0118100	ARAMARK UNIFORM SERVICES	55.73
0315455	COLE HARDWARE INC	23.97
1801610	RAPIDS PLUMBING & HEATING INC	2,998.00
1920150	STATT LLC	450.00
2018680	TRU NORTH ELECTRIC LLC	80.00
	TOTAL	3,607.70

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INVOICES DUE ON/BEFORE 01/24/2022

VENDOR #	NAME	AMOUNT DUE
AIRPORT		
0504825	EDWARDS OIL INC	2,953.92
0800040	H & L MESABI	1,485.10
0920060	ITASCA COUNTY TREASURER	158.83
1301015	MACQUEEN EQUIPMENT INC	1,594.61
1303039	MCCOY CONSTRUCTION & FORESTRY	48.36
1309159	MINNESOTA COUNCIL OF AIRPORTS	150.00
1401650	NARDINI FIRE EQUIPMENT CO INC	188.00
1608345	PHILS GARAGE DOOR	854.20
1920240	CHAD B STERLE	329.80
TOTAL		7,762.82
CIVIC CENTER		
GENERAL ADMINISTRATION		
0104815	ADVANTAGE SYSTEMS GROUP	630.00
0118100	ARAMARK UNIFORM SERVICES	121.92
0221650	BURGGRAF'S ACE HARDWARE	30.04
0315455	COLE HARDWARE INC	14.47
0601690	FASTENAL COMPANY	1,026.90
0701650	GARTNER REFRIGERATION CO	1,149.11
0920059	ITASCA COUNTY SHERIFFS DEPT	10.00
1200500	L&M SUPPLY	145.29
1201430	LAKE SUPERIOR CUTTING EDGE LLC	140.00
1801613	RAPIDS PRINTING	384.00
1901535	SANDSTROM'S INC	353.19
2000522	TNT CONSTRUCTION GROUP, LLC	5,264.00
2209421	VIKING ELECTRIC SUPPLY INC	160.75
TOTAL GENERAL ADMINISTRATION		9,429.67
STATE HAZ-MAT RESPONSE TEAM		
0920060	ITASCA COUNTY TREASURER	76.87
TOTAL		76.87
CEMETERY		
0100046	ASV HOLDINGS INC	47.05
0920060	ITASCA COUNTY TREASURER	116.65
TOTAL		163.70

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INVOICES DUE ON/BEFORE 01/24/2022

VENDOR #	NAME	AMOUNT DUE
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DOMESTIC ANIMAL CONTROL FAC		
0118100	ARAMARK UNIFORM SERVICES	30.00
0920060	ITASCA COUNTY TREASURER	97.37
1200500	L&M SUPPLY	22.99
1401650	NARDINI FIRE EQUIPMENT CO INC	166.60
	TOTAL	316.96
GO RFDG BONDS 2017B		
2100265	U.S. BANK	448,425.00
	TOTAL	448,425.00
GO ST RECON & CIP 2018A		
2100265	U.S. BANK	141,893.75
	TOTAL	141,893.75
GO & ABATEMENT BOND 2019A		
2100265	U.S. BANK	108,965.00
	TOTAL	108,965.00
GO STREET RECONST BONDS 2020A		
2100265	U.S. BANK	144,931.25
	TOTAL	144,931.25
GO & ABATEMENT BOND 2021B		
2100265	U.S. BANK	82,425.00
	TOTAL	82,425.00
GO IMP BONDS 2009C		
0315515	COMPUTERSHARE TRUST CO, NA	376,460.00



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INVOICES DUE ON/BEFORE 01/24/2022

VENDOR #	NAME	AMOUNT DUE
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GO IMP BONDS 2009C		
	TOTAL	376,460.00
GO IMP, CIP & REFUNDING 2010A		
0315515	COMPUTERSHARE TRUST CO, NA	65,318.75
	TOTAL	65,318.75
GO IMP & RFNDING BONDS 2011B		
0315515	COMPUTERSHARE TRUST CO, NA	76,436.25
0508450	EHLERS AND ASSOCIATES INC	1,000.00
	TOTAL	77,436.25
GO IMPROVEMENT BONDS 2012A		
0315515	COMPUTERSHARE TRUST CO, NA	166,361.25
	TOTAL	166,361.25
GO IMPRV RECONST BONDS 2013B		
2100265	U.S. BANK	297,793.75
	TOTAL	297,793.75
GO IMP BONDS 2014A		
2100265	U.S. BANK	219,565.00
	TOTAL	219,565.00
GO IMPRV RECONST BONDS 2016A		
2100265	U.S. BANK	151,930.00
	TOTAL	151,930.00

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VENDOR #	NAME	AMOUNT DUE
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GO IMPRV RECONST BONDS 2017A		
2100265	U.S. BANK	153,462.50
	TOTAL	153,462.50
1ST AVE CONDO ABATEMENT		
0100000	1ST AVE CONDOMINIUMS LLC	22,024.63
	TOTAL	22,024.63
TIF 1-8 LAKEWOOD APTS		
1201450	LAKEWOOD HEIGHTS	15,947.98
	TOTAL	15,947.98
TIF 1-6 OLD HOSPITAL BONDS		
2100265	U.S. BANK	43,787.50
	TOTAL	43,787.50
TIF 1-7 BLK 37 REDEVELOPMENT		
0718070	GRAND RAPIDS STATE BANK	7,768.77
	TOTAL	7,768.77
TIF 1-6 OLD HOSP HSING PAYGO		
0717989	GRAND PLAZA HOUSING	14,869.37
	TOTAL	14,869.37
TIF 1-10 RIVER HILLS APT		
1809793	RIVER HILLS OF GR, LLC	28,095.79
	TOTAL	28,095.79

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INVOICES DUE ON/BEFORE 01/24/2022

VENDOR #	NAME	AMOUNT DUE
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GR/COHASSET IND PK	INFRAST	
1900225	SEH	50,291.56
	TOTAL	50,291.56
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-POLICE		
1915248	SHI INTERNATIONAL CORP	111.00
	TOTAL CAPITAL OUTLAY-POLICE	111.00
2020 INFRASTRUCTURE BONDS		
2019 STREET IMP PROJECT		
1900225	SEH	4,483.87
	TOTAL 2019 STREET IMP PROJECT	4,483.87
2021 INFRASTRUCTURE BONDS		
CP2020/FD-1 NEW FIRE HALL		
0100024	A-Z ELECTRIC INC	19,138.04
1303050	MCDOWALL COMPANY	19,914.41
	TOTAL CP2020/FD-1 NEW FIRE HALL	39,052.45
2022 INFRASTRUCTURE/ARPA		
FOREST LK UTILITY EXTENSIONS		
1900225	SEH	1,900.00
	TOTAL FOREST LK UTILITY EXTENSIONS	1,900.00
21ST STREET IMPROVEMENTS		
0218115	BRAUN INTERTEC CORPORATION	8,157.50
	TOTAL 21ST STREET IMPROVEMENTS	8,157.50
STORM WATER UTILITY		
0301705	CASPER CONSTRUCTION INC	5,060.00
0401804	DAVIS OIL INC	8,035.16
0920060	ITASCA COUNTY TREASURER	492.76
2000522	TNT CONSTRUCTION GROUP, LLC	892.50

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VENDOR #	NAME	AMOUNT DUE
-----		
STORM WATER UTILITY		
2018560	TROUT ENTERPRISES INC	2,035.00
	TOTAL	16,515.42
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$3,155,264.17
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T MOBILITY	3,943.70
0104799	ADVANCED SERVICES INC	3,466.00
0113105	AMAZON CAPITAL SERVICES	162.49
0114213	STEVE ANDERSON	250.00
0201356	BRUCE BAIRD	250.00
0201750	EVERETT BAUMGARNER	250.00
0205225	ANTHONY BEER	250.00
0218359	MARTY BRINK	250.00
0218755	CHARLES BRUEMMER	500.00
0221680	MATTHEW BUSH	250.00
0301650	JEFF CARLSON	925.00
0305530	CENTURYLINK QC	259.00
0315454	TRAVIS COLE	239.79
0405310	DOMINIC DEGUISEPPI	250.00
0409655	TIMOTHY DIRKES	925.00
0504615	JUSTIN EDMUNDSON	925.00
0605191	FIDELITY SECURITY LIFE	93.50
0717988	SHAWN GRAEBER	138.00
0718015	GRAND RAPIDS CITY PAYROLL	282,187.68
0718070	GRAND RAPIDS STATE BANK	675.21
0809190	JESSE HIDDE	250.00
0815440	HOLIDAY STATIONSTORES LLC	297.00
0815545	LARRY HOOPMAN	250.00
0900060	ICTV	18,364.39
0920036	ITASCA COUNTY ATTORNEY OFFICE	1,563.00
0920055	ITASCA COUNTY RECORDER	230.00
1121150	ROBERT KUBECZKO	250.00
1121695	LANCE KUSCHEL	138.00
1205105	GREG LEASE	925.00
1209516	LINCOLN NATIONAL LIFE	2,093.89
1221520	SHERRIE LUNDQUIST	250.00
1301145	MARCO TECHNOLOGIES, LLC	1,131.04
1301262	BRIAN MATTSON	925.00
1303352	MICHAEL J. MCINERNEY	250.00
1309098	MINNESOTA MN IT SERVICES	453.21
1309256	MN MANAGEMENT & BUDGET	6,720.00
1309332	MN STATE RETIREMENT SYSTEM	2,424.00
1315295	CHAD MOEN	250.00
1315630	ASHLEY MORAN	925.00

DATE: 01/21/2022  
 TIME: 11:25:58  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 10

INVOICES DUE ON/BEFORE 01/24/2022

VENDOR #	NAME	AMOUNT DUE
-----		
CHECKS ISSUED-PRIOR	APPROVAL	
PRIOR APPROVAL		
1405435	JEREMY NELSON	925.00
1405850	NEXTERA COMMUNICATIONS LLC	1,866.74
1415026	MICHELLE NORRIS	925.00
1502645	GARY O'BRIEN	925.00
1516220	OPERATING ENGINEERS LOCAL #49	112,101.00
1518550	MATTHEW O'ROURKE	925.00
1615500	SHAUN POMPLUN	925.00
1621130	P.U.C.	57,461.88
1721095	QUADIENT, INC	1,000.00
1815225	JEFF DAVID ROERICK	925.00
1901820	WILLIAM SAW	925.00
1903557	TROY SCOTT	925.00
1909500	TONY SIMONSON	250.00
1913344	HEATH SMITH	925.00
1920231	ROBERT STEIN	925.00
2000100	TASC	30.60
2100265	U.S. BANK	450.00
2209665	VISA	4,427.24
2209705	VISIT GRAND RAPIDS INC	18,232.30
2301700	WM CORPORATE SERVICES, INC	2,823.87
2305300	MATTHEW WEGWERTH	126.00
2309452	JEFF ERIK WILSON	250.00
2309538	ALLEN WINDT	250.00
T001154	MICHAEL BLUE PRODUCTIONS, LLC	900.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF		\$543,299.53
TOTAL ALL DEPARTMENTS		\$3,698,563.70



# GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

Thursday, November 18, 2021  
4:00 PM

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Economic Development Authority will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Thursday, November 18, 2021 immediately following the closed meeting.

CALL TO ORDER

CALL OF ROLL

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

Approve a lease with Story Art Museum at the Central School.

APPROVE MINUTES

1. Consider approval of the minutes from the October 14, 2021 regular meeting.

Motion by Commissioner Jackson, second by Commissioner Hodnik to approve the minutes from the October 14, 2021 regular meeting. The following voted in favor thereof: Jackson, Korte, Blake Hodnik. Opposed: None, motion passed unanimously.

APPROVE CLAIMS

2. Consider approval of claims in the amount of \$7,397.19.

Motion by Commissioner Hodnik, second by Commissioner Korte to approve claims in the amount of \$7,397.19. The following voted in favor thereof: Korte, Hodink, Blake, Jackson. Opposed: None, motion passed unanimously.

BUSINESS

3. Consider approving payment to Bob and Lorry Warren dba Rapids Printing in the amount of \$40,000.

Motion by Commissioner Hodnik, second by Commissioner Jackson to approve payment to Bob and Lorry Warren dba Rapids Printing in the amount of \$40,000. The following voted in favor thereof: Blake, Jackson, Korte, Hodnik. Opposed: None, motion passed unanimously.

4. Consider approving an amended GREDA Land Pricing Policy

Motion by Commissioner Jackson, second by Commissioner Korte to approved an amended GREDA Land Pricing Policy. The following voted in favor thereof: Jackson, Hodnik, Blake, Korte. Opposed: None, passed unanimously.

5. Development of the 2022 GREDA Work Plan

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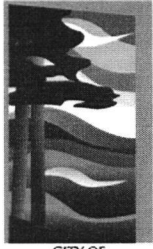
UPDATES

ADJOURN

There Being no further business the meeting adjourned at 4:58.

MEMBERS & TERMS

- Rick Blake - 12/31/2022 (with Council term)
- Tasha Connelly - 12/31/2022 (with Council term)
- Cory Jackson - 3/1/23
- Mike Korte - 3/1/22
- John O'Leary - 3/1/25
- Sholom Blake - 3/1/25
- Al Hodnik - 3/1/27



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

## **GRAND RAPIDS AREA LIBRARY BOARD MEETING MINUTES**

**Wednesday, December 08, 2021**

**5:00 PM**

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids Area Library Board will be held on Wednesday, December 8, 2021 at 5:00 PM in City Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL:

Present: Kee, Lassen, MacDonell, Martin, Richards, Tabbert

Absent: Blocker, Teigland, Thouin

Staff present: Will Richter, Director

### APPROVAL OF AGENDA:

Mover: Martin

Seconder: Richards

Result: Approved 6-0 via roll call vote.

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

None.

### APPROVAL OF MINUTES:

1. 11-10-2021 Library Board Minutes

Mover: Richards

Seconder: Martin

Result: Approved 6-0 via roll call vote.

### COMMUNICATIONS:

None.

### FINANCIAL REPORT & CLAIMS (Roll Call Vote Required):



2. Summary Bill List
3. Detailed Bill List
4. Schedule of Changes in Revenue, Expenditures, and Fund Balance
5. Revenue and Expenditures YTD
6. Detailed Revenue and Expense Report
7. Library Balance Sheet

Mover: Kee

Richards: Richards

Results: Approved 6-0 via roll call vote.

CONSENT AGENDA (Roll Call Vote Required):

8. Donation Resolution 2021-08
9. Late Bill - Aramark
10. Late Bill - Northern Business Products
11. Personnel Dynamics Late Bill

Mover: Tabbert

Seconder: Martin

Result: Approved 6-0 via roll call vote.

REGULAR AGENDA:

12. Review Strategic Plan 2017-2020

Motion: Adopt 2017-2020 strategic plan as a working document for the Library.

Mover: Tabbert

Seconder: Richards

Result: Approved 6-0 via roll call vote.

13. Library Open Hours

Motion: Set Library open hours as M-Th 10:00-6:00; F 10:00-2:00 final adoption of the 2022 Library budget as approved in the preliminary levy.

Mover: Richards

Secunder: Kee

Result: Approved 6-0 via roll call vote.

14. Farewell: Richard Thouin (2 terms)

15. New Library Substitute

Motion: Approve David Olmscheid as a Library substitute through Personnel Dynamics.

Mover: Richards

Secunder: Kee

Result: Approved 6-0 via roll call vote.

UPDATES:

Friends

Friends update by Teigland (via text message) that the November 6 book sale made \$950.

Foundation

Foundation update by Tabbert announcing the next Foundation meeting December 16 (5 pm) at Community Presbyterian.

STAFF REPORTS:

16. Staff Reports

17. Library Statistics

Informational no action taken.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR January 12, 2022, AT 5:00 PM.

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

ATTEST: Lisa Tabbert, Library Board Secretary

A handwritten signature in black ink that reads "Lisa Tabbert". The signature is written in a cursive style with a long horizontal stroke at the end.

Board member

introduced the following resolution and moved for its adoption:

RESOLUTION NO. 2021-08  
A RESOLUTION ACCEPTING DONATIONS

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

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

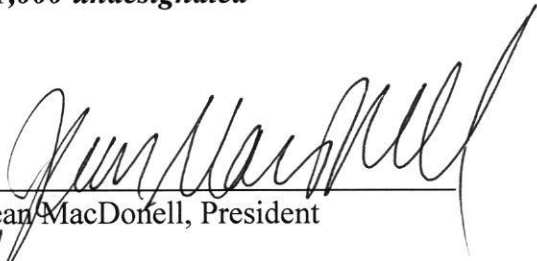
NOW THEREFORE, BE IT RESOLVED, that the Library Board of the City of Grand Rapids, Itasca County, Minnesota, accepts the listed donations and terms of the donors as follows:


***Jude Christenson (in memory of Neil Hoshal) - \$30.00 undesignated***

***Bob and Ginny Wickman - \$100.00 undesignated***

***John and Gina Hawkinson Advised Fund - \$1,000 undesignated***

Adopted this 8th day of December, 2021

  
\_\_\_\_\_  
Jean MacDonell, President

  
\_\_\_\_\_  
Lisa Tabbert, Secretary

Board member  
in favor thereof:

seconded the foregoing resolution and the following voted

And the following voted against same:

And the following abstained:

Whereby the resolution was declared duly passed and adopted.



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

**PLANNING COMMISSION MEETING MINUTES**  
**Thursday, September 02, 2021**  
**4:00 PM**

**CALL TO ORDER:** Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids Planning Commission will be held on Thursday, September 2, 2021 at 4:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

**CALL OF ROLL:**

**PRESENT**

Commissioner Betsy Johnson  
 Commissioner Lester Kachinske  
 Commissioner Patrick Goggin  
 Commissioner Ted Hubbes  
 Chairperson Molly MacGregor

**ABSENT**

Commissioner Anita Eiden  
 Commissioner Mark Gothard

**APPROVAL OF MINUTES:**

1. Approve the minutes of the May 6, 2021, 4:00 pm regular meeting, and the June 3, 2021, 4:00 pm Worksession.

Motion by Commissioner Goggin, second By Commissioner Johnson to approve the minutes from the May 6th, 2021 regular meeting and the June 3rd, 2021 worksession. The following voted in favor thereof: Johnson, Kachinske, MacGregor, Goggin, Hubbes. Opposed: None, passed unanimously.

**PUBLIC HEARINGS:**

**GENERAL BUSINESS:**

2. Consider a recommendation to the City Council regarding amendments to the Zoning Ordinance that would update and amend multiple sections of Chapter 30 *Land Development Regulations*.

Community Development Specialist Trast provided a power point detailing the proposed amendments to the Zoning Ordinance.

On May 6, 2021 the Planning Commission formally initiated this review process, and formed a subcommittee of three Commissioners to work with staff on further developing potential amendments to the text of the Zoning Ordinance, which would then be presented to the full Planning Commission for review and recommendation to the City Council.

Generally, the Planning Commission initiated amendments pertained to the following areas/sections of the Zoning Ordinance:

Motion by Commissioner Johnson, second by Commissioner Hubbes that, based on the findings of fact presented here today, and in the public's best interest, the Planning Commission does hereby forward a **favorable** recommendation to the City Council regarding draft amendments, which update and amend multiple sections of Chapter 30 *Land Development Regulations*, as depicted in Exhibits "1" – "5".

With the following considerations:

1. Will the change affect the character of neighborhoods?

Why/Why not? No, it is just updating and modernizing the ordinance.

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

Why/Why not? Yes, because it will allow for grower stands and salons.

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

Why/Why not? Yes, by keeping orderly development and public safety.

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

Why/Why not? Yes, for public safety and convenience.

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

Why/Why not? Yes, it will update the ordinance so it is consistent with the Comprehensive Plan.

The following voted in favor thereof: Johnson, Kachinske, Hubbes, MacGregor, Hubbes. Opposed: None, passed unanimously.

#### PUBLIC INPUT:

*Individuals may address the Planning Commission about any non-public hearing item or any item not included on the Regular Meeting Agenda. Speakers are requested to come to the podium, state their name and address for the record and limit their remarks to three (3) minutes.*

#### MISCELLANEOUS:

Mr. Trast updated the Commissioners on the progress of the Pillars, Aurora Heights, Unique Opportunity Apartments, Starbucks and the new hotel.

REPORTS/ANNOUNCEMENTS/UPDATES:

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR OCTOBER 7, 2021 AT 4:00 PM.

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

ATTEST:

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Aurimy Groom, Recorder



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

**ARTS & CULTURE COMMISSION**  
**MEETING MINUTES**  
**Tuesday, November 02, 2021**  
**3:45 PM**

CALL TO ORDER:

Meeting called to order at 3:52pm.

PRESENT:

Commissioner Anne-Marie Erickson  
Commissioner Ed Zabinski  
Commissioner Jennifer Gorman  
Commissioner Kari Hedlund  
Commissioner Myrna Peterson  
City Administrator Tom Pagel is also in attendance via GoTo Meeting

ABSENT:

Commissioner Kayla Aubid  
Commissioner Gail Otteson  
Commissioner Tom Sippola

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

None.

SETTING THE AGENDA:

Request was made to add the Agenda Item "Plaques" to the Agenda under Business.

**Motion was made to accept the agenda with the addition of the Plaques Item by Commissioner Zabinski, second by Commissioner Peterson. All in favor, motion passed.**

CORRESPONDENCE:

None.

APPROVE MINUTES:

1. Approve the Minutes from Tuesday, September 7th, 2021 Arts & Culture Commission Mtg

**Motion was made to accept the Minutes from September 7, 2021 by Commissioner Peterson, second by Commissioner Erickson. All in favor, motion passed.**

FINANCIALS:

2. Review Current Revenue & Expenditures Report for October 2021

City Administrator Tom Pagel to check and verify the financials regarding the bike rack expenditure.

## BUSINESS:

## 3. Art Plan &amp; Goal Setting:

Regarding an email from the Executive Director Katie Marshall of the MacRostie Art Center, who is requesting funding for a Storm Drain Design Class hosted by local artist Lea Friesen. The proposal request for the class is for \$1,200. The funds would assist with the Artist Fee of \$800 - which includes research and prep, instruction and creating stencils. The cost for the Mylar stencils themselves is \$300 and the Class Materials and Studio Use is \$100.00.

**Motion was made by Commissioner Peterson and second by Commissioner Erickson to issue a check of \$1,200.00 to the MacRostie Art Center for the Storm Drain Design Class.**

## 4. Arts Liaison:

The Arts Liaison would be someone to shepherd arts programs. The initial amount of time required would be approximately 5-10 hours on average, but depending on projects, it could be up to 40 hours. The position could be similar to a project manager and finding the right person is still ongoing.

## 5. Autonomous Vehicle Project:

Commissioner Peterson said that everything is “on a roll” and they are waiting to get on the County's Agenda. There was a soft launch around June 22, 2021 or so. They saw lots of community engagement mapping routes etc and two art teachers are involved from the middle school and the high school regarding design ideas.

## 6. Meeting Frequency

The meeting frequency can be every other month according to the By-Law's Rules of Frequency of a meeting.

## UPDATES:

## 7. Artist in Residence - David Dobbs Update

There is no update at this time.

## 8. County Update

City Administrator Tom Pagel suggested that the Arts & Culture Commission wait to talk to the county regarding art on the jail until the building gets built. Right now, it's not their focus.

## 9. Plaques:

The City Administrator Tom Pagel showed what the art plaques looked like that he would like to order for the rest of the art around the city. There was some style and wording discussion such as, taking out the colons, translating the Anishinaabe words in parenthesis, some of the type could be smaller and then changing the wording to say "Commissioned by the Arts & Culture Commission" and taking out the the earlier one on one of the previous lines. Cost for the plaques includes the plaque, frame, and post for the six plaques would be \$3,789.00.

**Motion was made by Commissioner Hedlund and second by Commissioner Erickson to spend \$3,789.00 on the purchase of six plaques and issue check to Vacker Sign Co for the local artwork around the city.**

## ANNOUNCEMENTS:

Official presentation of the Mayor's Art Award to be given at the December 20th, 2021, City Council Meeting. All Commission members invited to attend and therefore, there is a possibility of a quorum and a notice of possible quorum should be posted prior to the December 20th, 2021, City Council Meeting.



SET AGENDA FOR NEXT MEETING:

1. Approval of Minutes
2. Review Financials
3. Art Plan & Goal Setting
4. Arts Liason
5. Meeting Frequency
6. Artist in Residence - David Dobbs
7. Mayor's Art Award

ADJOURN:

**Motion made to adjourn by Commissioner Erickson and seconded by Commissioner Peterson. All in favor, motion passed.**

Respectfully submitted by Cynthia Lyman



CITY OF  
**GRAND RAPIDS**  
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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 24, 2022

**AGENDA ITEM:** Consider approving the amended Concessionaire Agreement with S. Bastian Companies, LLC.

**PREPARED BY:** Kimberly Gibeau

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### **BACKGROUND:**

A minor change was made to the agreement, noting that the concessionaire will retain 2% to cover fees related to credit card processing and clarifying sales tax language. The amended agreement is attached.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve the amended Concessionaire Agreement with S. Bastian Companies LLC.

CONCESSIONAIRE AGREEMENT

This Concessionaire Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Grand Rapids, Minnesota, a municipal corporation ("City") and S. Bastian Companies, LLC on behalf of Stewart Bastian as its Corporate Officer ("Concessionaire").

RECITALS

WHEREAS, City owns Pokegama Golf Course and Clubhouse and desires to contract for concessionary services; and

WHEREAS, Concessionaire has represented that they are willing and able to provide high quality concessionaire services as contemplated by this Agreement; and

WHEREAS, City and Concessionaire wish to enter into this Agreement specifying the terms and conditions under which City will retain Concessionaire to provide concessionaire services;

NOW, THEREFORE, City and Concessionaire, for goods and valuable mutual consideration, and with the intent of being legally bound, agree as follows:

ARTICLE 1 - CONCESSIONS SERVICES

1.1 General: City hereby grants to Concessionaire the right to provide concession services as further defined in the Concession Agreement, at Pokegama Golf Course and Clubhouse, for the term of this Concessionaire Agreement. Concessionaire commits to provide concessionaire services as required by this Concessionaire Agreement for the term hereof. "Concession services" consists of Clubhouse concession services, beverage cart services and special event concession services. The concessionaire may cater private events during the term of the contract. In the event of a conflict between golf related events and private related events, golf related events shall have first priority. Further, during private events, the bar area must be open to the golfing public and they also must be allowed access to the on-sale liquor service.

1.2 Clubhouse Services: Clubhouse services shall consist of food and beverage services prepared and served within Pokegama Golf Course Clubhouse, including on-sale liquor service. Clubhouse services shall be provided on a schedule of days and hours per day as designated by City's Director of Golf. Clubhouse services shall be available on days when the golf course is open. The typical golf season runs from early April through late October but may be extended, weather permitting. If the Concessionaire wishes to apply for an off-sale liquor license and all conditions of such a license can be met, the City will not object to the license's issuance.

1.3 Beverage Carts: Concessionaire shall provide beverage service, including liquor service, from beverage carts on days and times mutually agreed between Concessionaire and City's Director of Golf. The City owns one beverage cart and will allow the Concessionaire to use said cart at no expense for as long as it is mutually agreed to by all parties.

Concessionaire shall provide liability insurance covering operation of the cart, along with liquor liability insurance covering the dispensing of beverages while using the cart. Liability coverage shall be at least \$1,500,000 combined single limit or such other amount as set forth in Minn. Stat. § 466.06, subd. 1, as may be changed from time to time, setting forth a municipality's maximum liability limit. Liquor liability coverage applicable to the cart shall be at least the minimum amounts required by statute. City shall be named as an additional insured with respect to use of the cart and copies of the policies of insurance shall be deposited with the City Clerk prior to use of the cart by Concessionaire.

1.4 Simulators: Pokegama Golf Course has two Trackman Golf Simulators (hereinafter referred to as the "Simulators") that have been installed in the clubhouse dining room as of November 2021. The City of Grand Rapids desires that the Concessionaires collect the fees for the hourly rental of both Simulators.

The Concessionaires will be responsible for staffing the operation during business hours that are mutually agreed upon by Concessionaires and PGC Director

of Golf (hereinafter referred to as the “DOG”). The Simulators’ hourly rate charge will be determined by the DOG.

In exchange for the staffing of the operation the Concessionaires will receive payment of \$15 for each hour the simulators are open for business and also keeping 2% of the simulator sales amount to help offset the credit card fees.

The DOG will monitor use of the Simulators and report any discrepancies to the Concessionaires and City Finance Department.

The Simulator rental fees, which include sales tax, minus the \$15 hourly operator fees, and the 2% credit card fees will be paid weekly to the City of Grand Rapids/Pokegama Golf Course by the Concessionaires. The City of Grand Rapids/Pokegama Golf Course will be responsible for paying sales tax collection on simulator fees. Actual daily hours of business shall be reported with the weekly summary of operations to the DOG by the Concessionaires.

The DOG and Concessionaires will work together to market the simulators with related expenses to be paid by City of Grand Rapids/Pokegama Golf Course.

1.5 Special Events: Concessionaire shall provide catering services for golf related banquets and other golf related special events at Pokegama Golf Course Clubhouse.

1.6 Standards: Concessionaire agrees to provide high quality food and beverages and diligent service and management in providing concession services under this Concessionaire Agreement, and to do those things necessary to provide good and proper service similar to that provided for the same goods and services provided under similar circumstances in the community.

1.7 Licenses Permits: Concessionaire shall be responsible to obtain and keep in force all licenses and permits necessary to lawfully provide concession services pursuant to this Concessionaire Agreement. Concessionaire shall hold a valid on-sale intoxicating liquor license for the premises as a condition of this Concessionaire Agreement.

1.8 Employees: All persons retained to provide concession services pursuant to this Concessionaire Agreement shall be employees of Concessionaire and not of City. Concessionaire shall provide City with a copy of a Minnesota workers' compensation policy evidencing coverage for all of Concessionaire's employees. Concessionaire shall deduct all legally required payroll deductions and remit same according to law.

#### ARTICLE 2 - FEE, BOND

2.1 Fee: Concessionaire shall pay to City, as consideration for the right to provide concession services pursuant to this Agreement, the amount of Eighteen Thousand Dollars (\$ 18,000) per year or \$2,000 per month payable in the months of April, May, June, July, August, September, October, November, and December. Rent fees for each month will be due the 1<sup>st</sup> of each month.

In addition to the annual fee outlined in the previous paragraph, beginning in the calendar year 2013, Concessionaire will also pay to the City a Franchise Fee consisting of 2% of the annual total gross sales in excess of \$400,000 as reported on the Concessionaire's Minnesota State Sales Tax returns each year. The annual payment date for the franchise fee would be due two quarters after the applicable taxable year.

2.2 Golfing Privileges: The Concessionaires, limited to Stewart, Janelle, Annika and Natalie Bastian may golf at the Pokegama Golf Course at no cost. This is agreed to, in part, to assist the Concessionaires in becoming as visible to the golfing community as possible.

2.3 Surety Bond: Concessionaire shall furnish to City a surety bond, letter of credit or cash deposit in the amount of Five Thousand Dollars (\$5,000.00) in order to assure compliance with the provisions of this Agreement by no later than January 1, 2021. If Concessionaire fails to comply with the provisions of this Concessionaire

Agreement, City shall be entitled, without further notice to Concessionaire, to call upon said surety bond, letter of credit or cash deposit to satisfy Concessionaire's obligations hereunder. Any surety bond or letter of credit furnished by Concessionaire shall state on its face that it shall remain in effect for the term of this Concessionaire Agreement and any renewal thereof. If Concessionaire furnishes a cash deposit, said deposit shall be held by City for the term of this Concessionaire Agreement unless earlier called upon by City to satisfy Concessionaire's obligations hereunder. It is further agreed that such cash deposit, surety bond or letter of credit will be released when this Concessionaire Agreement is no longer in effect, following the taking of an inventory and a determination by the City that the premises and any of City's equipment therein is returned to City in a condition acceptable to City.

#### ARTICLE 3 - UTILITIES

##### 3.1 Concessionaire and City Responsibilities:

Concessionaire shall be solely responsible for all costs related to phone and internet services which are independent of the golf course operations.

The Concessionaire shall pay for all utility costs, including natural gas and electricity, associated with the food preparation and bar service areas, which will be metered separately from the common areas and the golf shop. In addition, Concessionaire agrees to pay twenty-five percent (25%) of the utility bills for the remaining portions of the building for the months of April through October of each year.

The Concessionaire will be responsible for all of the of garbage picked up at the Clubhouse including recyclables. Thus, the City will have no responsibility for garbage or recycled goods services.

Concessionaire will be solely responsible for one-hundred percent (100%) of the cable television charges. Pay per view and any additional premium channel charges will also be at Concessionaire's sole expense.

#### ARTICLE 4 - EQUIPMENT

##### 4.1 Concessionaire.

Concessionaire will have the opportunity to use the existing restaurant equipment and beverage cart (as specified in paragraph 1.3 above) owned by the Pokegama Golf Course existing as of the date of this agreement. Concessionaire will be responsible for the acquisition of any additional equipment deemed necessary for the food and beverage operation. Concessionaire will be responsible for all repairs, maintenance and replacement of any equipment, including that owned by the City. The City will retain ownership of its equipment and will remove the equipment at the request of

Concessionaire and will be responsible for the disposal or sale of said equipment.

All equipment, supplies and small wares, including glassware, flatware and serving items, purchased by the Concessionaire will be the sole responsibility of Concessionaire.

Concessionaire agrees to be fully responsible for the costs and safe-keeping of all consumables used in the execution of the restaurant/bar operations, including cleaning and cooking supplies.

4.2 City. City will provide a walk-in cooler/freezer for use by the Concessionaire and will be responsible for any repairs necessary for the cooler/freezer. City will not be responsible for any inventory losses resulting from the malfunction of the cooler. In the case of malfunction the City will repair or replace the cooler within a reasonable time and Concessionaire agrees to be fully responsible for any inventory losses that may have occurred as a result of said malfunction.

Concessionaire will provide the consumables and equipment necessary for the daily maintenance of the main floor and basement restrooms, including toilet paper and hand towels.



4.3 Snow Removal. City will be responsible for snow removal from the parking lot as well as the abutting County Road. Concessionaire agrees to remove the snow from the sidewalks and pedestrian walkways in a timely fashion.

ARTICLE 5 - MAINTENANCE, SECURITY

5.1 Maintenance: Concessionaire agrees to maintain and operate their business in compliance with all laws and regulations, including standards set by OSHA and the State Fire Marshall. Concessionaire shall be responsible for the daily cleaning and maintenance of the interior/exterior food service areas, including the kitchen, bar, main floor restrooms and exterior garbage collection area. Concessionaire shall also be responsible for daily cleaning of all public access basement areas.

City shall be responsible for the maintenance of the building exterior, parking lot, all interior fixtures and furniture, the building's plumbing, heating and electrical systems, outside patio furniture, outside patio, exterior walls, foundation, grounds, and the sprinkler systems.

5.2 Security: During the operating season, Concessionaire shall be responsible to secure the premises at the close of each business day by locking all doors and windows. Personal property of Concessionaire kept on the golf course premises or in the Clubhouse are kept there at the risk of Concessionaire and City shall not be liable for any damages, loss or theft thereof. The City shall furnish burglar and fire alarm systems as well as video surveillance systems of both the interior and exterior of the clubhouse, parking lot, and park areas.

ARTICLES 6 - INDEMNITY, INSURANCE

6.1 Indemnity: Concessionaire agrees well and truly to perform and faithfully observe and comply with all the conditions, regulations and provisions prescribed herein, and to indemnify, save and keep harmless and defend City, its

officers, agents and employees of and from any liability, lien, judgment, costs, damages and expenses of whatsoever kind which may in any way be suffered by City or its officers, agents, or employees by reason of or in consequence of the operation of the concession services herein provided for on account of any act or thing done or suffered or omitted to be done under the authority or supposed authority of such grant. This indemnification provision is also applicable to Concessionaire's use of the cart as provided in Section 1.3 of this Concessionaire Agreement.

6.2 Liability Insurance: Concessionaire shall provide general liability insurance for the involved premises and liquor liability insurance for any liquor or liquor related concessions for which liquor liability insurance is generally obtained. General liability coverage amounts shall be at least \$1,500,000 combined single limit or such other amount as set forth in Minn. Stat. § 466.04, subd. 1, as may be changed from time to time, setting forth a municipality's maximum liability limit. Liquor liability coverage amounts for bodily injury, property damage and loss of means of support shall be at least in the minimum amount required by statute. The insurance policies shall name the City as an additional insured. Copies of said policies shall be deposited with the City Clerk prior to commencement of the term of this Agreement.

#### ARTICLE 7 - TAXES

7.1 Sales Tax: Concessionaire shall be exclusively responsible to timely remit sales taxes based on concessions services provided by Concessionaire pursuant to this Concessionaire Agreement.

#### ARTICLE 8 - TERMS, CANCELLATION

8.1 Term: The term of this Agreement shall be from November 22, 2021 through December 31, 2024.

8.2 Cancellation: This Agreement shall be subject to cancellation during the term hereof in the event of the happening of any one or more of the following:

- (a) Mutual agreement of City and Concessionaire;

- (b) At the option of City if Concessionaire is adjudicated bankrupt, is in receivership, has made an assignment for the benefit of creditors, or because Concessionaire's financial condition is such that Concessionaire is unable to continue to satisfactory operation;
- (c) Failure of Concessionaire to reasonably perform, keep and observe any of the provisions of this Concessionaire Agreement and the failure of Concessionaire to correct any default or breach thereof within a time specified by City.

8.3 Sale: Should Concessionaire sell the business to a third party during the term of this contract, this contract shall be subject to renegotiation or cancellation.

8.4 Removal: Upon expiration or cancellation of this Agreement, Concessionaire shall remove all goods, chattels and fixtures belonging to Concessionaire and shall leave the premises in the condition in which they were received. In the event said goods, chattels and fixtures are not removed within 14 days from termination of this Agreement, the Concessionaire shall be deemed to have abandoned the same to City.

#### ARTICLE 9 - GENERAL

9.1 Independent Contractor: Concessionaire is deemed an independent contractor for purposes of this Agreement, and any and all persons employed by Concessionaire in the performance of any work or services required or provided for in this Agreement shall not be considered employees of City for any purpose whatsoever, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit and any and all such claims shall be the sole obligation and responsibility of Concessionaire.

9.2 No Subcontract, Assignment: No portion of this Agreement may be assigned or subcontracted by Concessionaire to any other party without prior written consent of City.

9.3 Governing Law: This Concessionaire Agreement shall be governed by the laws of the State of Minnesota.

9.4 Waivers: The waiver by City or by Concessionaire of any breach of any term, covenant or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

9.5 Notices: Where referred to in this Concessionaire Agreement, notice to City of Concessionaire, respectively shall be addressed as follows:

To City: City of Grand Rapids c/o  
Director of Golf Course  
Pokegama Golf Course  
3910 Golf Course Road  
Grand Rapids, MN 55744

To Concessionaire: S. Bastian Companies, LLC on behalf of  
Stewart Bastian as its Corporate Officer  
("Concessionaire").

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

CITY OF GRAND RAPIDS

By: \_\_\_\_\_  
Dale Christy, Mayor

ATTEST: \_\_\_\_\_  
Thomas Pagel,  
Its City Administrator

By: \_\_\_\_\_

S. Bastian Companies, LLC

Stewart Bastian, Corporate Officer



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 24, 2022

**AGENDA ITEM:** Consider adopting a resolution accepting two (2) Visa gift cards in the amount of \$50.00 each from Carol and Dennis Olson.

**PREPARED BY:** Lynn DeGrio

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### **BACKGROUND:**

Carol and Dennis Olson have donated two (2) \$50.00 Visa gift cards to the City of Grand Rapids. We would like utilize them for Community Education/Promotion.

### **REQUESTED COUNCIL ACTION:**

Make a motion to adopt a resolution accepting two (2) Visa gift cards in the amount of \$50.00 each as a donation from Carol and Dennis Olson.

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

RESOLUTION NO. 22-

A RESOLUTION ACCEPTING TWO (2) \$50 VISA GIFT CARDS FROM CAROL & DENNIS OLSON FOR USE AT CITY OF GRAND RAPIDS' COMMUNITY EDUCATION/PROMOTION EVENTS

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:

- Carol and Dennis Olson have donated two (2) \$50.00 VISA gift cards for the City of Grand Rapids to use towards Community Education/Promotion Events.

Adopted this 24<sup>th</sup> day of January, 2022

\_\_\_\_\_  
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.

ITEM # \_\_\_\_\_



## REQUEST FOR CITY COUNCIL CONSIDERATION

**AGENDA DATE:** January 24, 2022

**AGENDA ITEM:** Consider adopting a resolution accepting a donation of \$1,500.00 from Minnesota Power to be used in purchasing an (1) Zoll AED Plus Unit

**PREPARED BY:** Andy Morgan

### **BACKGROUND:**

Officer Ashley Moran approached the above organization in search of donations to purchase new Zoll Plus (Automated External Defibrillator) AEDs to replace expired AEDs.

To give you some background, all of our officers are trained as Emergency Medical Responders (EMR'S) and respond to all medicals within the city. They have extensive training for medical emergencies including the use of AED'S.

Currently we use three different types of AED's in our department, with all being at the end of their life expectancy. Our goal is to replace these over time and all being the same Zoll Plus AED model.

We are pleased to announce that we received the above donation (\$1,500.00) from Minnesota Power who continues to be an invaluable community partners.

We are also greatly appreciative of Officer Moran's ongoing commitment in efforts of updating emergency medical equipment. This will be the eighth Zoll Plus AED that we have been able to purchase in the last three months.

### **ATTACHMENTS:**

### **REQUESTED COUNCIL ACTION:**

Make a motion adopting a resolution accepting a donation of \$1,500.00 from Minnesota Power to be used in purchasing an (1) Zoll AED Plus Unit





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 24, 2022

**AGENDA ITEM:** Consider adopting a Resolution Requesting Coverage for ICTV, a Nonprofit Corporation.

**PREPARED BY:** Lynn DeGrio

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### BACKGROUND:

ICTV is working to reduce its overall costs. Among their highest costs are insurance premiums. They learned last fall that other like non-profits who gain funds from cities and produce content for joint powers boards like the Grand Rapids Area Cable Commission (GRACC) are able to secure insurance through the League of Minnesota Cities. The League has already considered ICTV an instrumentality of the City, but will need a resolution to allow GRACC to seek the insurance Coverage.

The League has provided a sample resolution that is required if the City wishes LMCIT to issue separate coverage to a nonprofit corporation that is an instrumentality of the City.

### REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution requesting coverage for ICTV, a Nonprofit Corporation.

Councilor \_\_\_\_\_ introduced the following resolution and moved for its adoption:

RESOLUTION NO. 22-

A RESOLUTION REQUESTING THE LEAGUE OF MINNESOTA CITIES INSURANCE TRUST TO ACCEPT ICTV, INC. IN ITS COVERAGE PROGRAMS

WHEREAS, the League of Minnesota Cities Insurance Trust (LMCIT) provides property, liability, automobile, and workers compensation coverages to member cities; and

WHEREAS, LMCIT will provide coverage to nonprofit corporations which are instrumentalities of a member city; and

WHEREAS, the City of Grand Rapids is a member of LMCIT and

WHEREAS, ICTV, Inc. is a nonprofit corporation which as an instrumentality of the City connects, informs, and empowers the community through diverse media on behalf of the City; and

WHEREAS, ICTV, Inc. wishes to obtain coverage through LMCIT;

BE IT RESOLVED by the City Council of the City of Grand Rapids that the City hereby authorized ICTV, Inc. to participate in LMCIT; and

BE IT FURTHER RESOLVED that the City of Grand Rapids agrees to be secondarily responsible for any premiums, assessments, or other amounts which may now or in the future be owed to LMCIT by ICTV, Inc.

Adopted this 24<sup>th</sup> day of January 2022.

\_\_\_\_\_  
Dale Christy, Mayor

Attest:

\_\_\_\_\_  
Kimberly Gibeau, City Clerk

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 24<sup>th</sup>, 2022

**AGENDA ITEM:** Consider adopting resolutions to accept and execute the MNDOT Airport Maintenance and Operation Grant Contract #1047460 and authorize the Mayor and City Clerk to sign such contract.

**PREPARED BY:** Matt Wegwerth

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### **BACKGROUND:**

The attached resolutions and contract from the MNDOT Office of Aeronautics are required to process the Airport Maintenance and Operations grant for state fiscal years 2022 and 2023 in an amount not to exceed \$132,462.00 (\$66,231.00 each year). These dollars are to be used for airport maintenance and operations.

### **REQUESTED COUNCIL ACTION:**

Make a motion to adopt resolutions to accept and execute the MNDOT Airport Maintenance and Operation Grant Contract #1047460 and authorize the Mayor and the City Clerk to sign such contract.

**RESOLUTION**

**AUTHORIZATION TO EXECUTE  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT**

It is resolved by the **Grand Rapids City Council as Fiscal Agent for the Grand Rapids/Itasca County Airport** as follows:

1. That the state of Minnesota Contract Number **1047460**,

"Airport Maintenance and Operation Grant Contract," at the

**Grand Rapids/Itasca County Airport** is accepted.

2. That the \_\_\_\_\_ and \_\_\_\_\_ are  
(Mayor, Chairperson, President, etc.) (Clerk, Auditor, Secretary, etc.)

authorized to execute this Contract and any amendments on behalf of the

**Grand Rapids City Council as Fiscal Agent for the Grand Rapids/Itasca County Airport.**

**CERTIFICATION**

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

\_\_\_\_\_  
(Name of the Recipient)

at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

as shown by the minutes of the meeting in my possession.

Signature: \_\_\_\_\_  
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**STATE OF MINNESOTA  
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT**

**State Project Number (S.P.):** A3101-MO22

**State Project Number (S.P.):** A3101-MO23

This contract is between the State of Minnesota, acting through its Commissioner of Transportation (“State”) and Grand Rapids-Itasca County Airport Commission acting through its Grand Rapids City Council as Fiscal Agent for the Itasca County/Grand Rapids Airport (“Recipient”).

### **RECITALS**

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1. Minnesota Statutes §§360.015 and 360.305 authorize State to provide financial assistance to airports for maintenance and operation activities.
2. Recipient owns, operates, or controls an airport (“Airport”) in the state system, and Recipient desires financial assistance from the State for maintenance and operation activities for State Fiscal Year 2022 and State Fiscal Year 2023.
3. Recipient represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

### **CONTRACT TERMS**

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#### **1. Term of Contract and Survival of Terms**

- 1.1. **Effective Date:** This contract will be effective on July 1, 2021, or the date State obtains all required signatures under Minnesota Statutes §16B.98, subdivision 5, whichever is later. As required by Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Recipient until this contract is fully executed.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2023.
- 1.3. **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this contract, including, but not limited to, the following clauses: 9. Indemnification; 10. State Audits; 11. Government Data Practices; 13. Governing Law, Jurisdiction and Venue; and 14. Data Disclosure.

#### **2. Recipient’s Duties**

- 2.1. Recipient will operate and maintain the Airport in a safe, serviceable manner for aeronautical purposes only for the use and benefit of the public.
- 2.2. The Recipient will keep the runway and the area around the lights mowed at the Airport. The grass must be mowed at least 7 feet beyond the lights, and the grass must not exceed 6 inches in height on the landing area. The areas around any navigational aids will be mowed and plowed to keep the area clear for access by a vehicle.
- 2.3. If the Airport remains operational during the winter months, the Recipient will keep at least one runway, associated taxiway, and apron area cleared of snow and ice to the same priority as arterial roads. Snow banks must be limited in height so that aircraft wings, engines, and propellers will clear them. Landing strip markers and/or lights must remain visible.

- 2.4. If the State contracts for the periodic paint striping of the Airport's runways and taxiways during the term of this Contract, the Recipient will cooperate with the marking operation. The Recipient must coordinate seal coat pavement maintenance projects with the State to maximize the pavement marking life.
- 2.5. The Recipient will allow a representative of the State's Office of Aeronautics access to any area of the Airport necessary for the purpose of periodic inspections.
- 2.6. The Recipient will promptly pay all utility bills, including those required for navigational aids.

### 3. Recipient's Assurances

- 3.1. In accordance with Minnesota Statutes § 360.305, subdivision 4, Recipient assures the State that Recipient will operate and maintain the Airport in a safe, serviceable manner for public aeronautical purposes only for a period of one year from the date the Recipient receives final reimbursement under this contract.
- 3.2. Recipient represents and warrants that Recipient has established a zoning authority for the Airport, and such authority has completed, or is in the process of and will complete, with due diligence, an airport zoning ordinance in accordance with Minnesota Statutes §§ 360.061 to 360.074.
- 3.3. Recipient will comply with all required grants management policies and procedures set forth through Minnesota Statutes §16B.97, Subd. 4 (a) (1).

### 4. Third-Party Contracting

- 4.1. Recipient will comply with all applicable local, state, or federal laws, regulations, policies and procedures in the procurement of goods and services funded in whole or in part under this Contract.

### 5. Consideration and Payment

- 5.1. **Consideration.** State will pay for all eligible telecommunication, maintenance, and operation costs incurred by Recipient under this Contract as follows:
  - 5.1.1. **Basis.** Recipient will be reimbursed for 100% of telecommunication costs associated with the operation of state-owned navigational aids. Recipient will be paid for 75% of all other eligible maintenance and operation costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State's Authorized Representative.
  - 5.1.2. **Telecommunication Amount.** State has currently obligated \$0.00 in each State fiscal year to reimburse eligible telecommunication costs at 100%.
  - 5.1.3. **Maintenance and Operation Amount.** State has currently obligated \$66,231.00 in each State fiscal year to reimburse other eligible costs at 75%.
  - 5.1.4. **Total Obligation.** The total obligation of State for all compensation and reimbursements to Recipient under this contract will not exceed \$132,462.00 (State fiscal years 2022 and 2023).
- 5.2. **Payment.**
  - 5.2.1. **Invoices.** The Recipient must submit a reimbursement request of its eligible costs to the Director of the Office of Aeronautics on a quarterly basis or as directed by State's Authorized Representative. The State's Office of Aeronautics will supply the reimbursement request forms which Recipient must submit. Reimbursement requests must be submitted according to the following schedule:
    - On or after October 1, **and no later than November 15**, for the period July 1 through September 30.
    - On or after January 1, **and no later than February 15**, for the period October 1 through December 31.
    - On or after April 1, **and no later than May 15**, for the period January 1 through March 31.
    - On or after July 1, **and no later than August 15**, for the period April 1 through June 30.

The State may reject costs that the State determines are not eligible maintenance and operations expenses.
  - 5.2.2. **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

- 5.2.3. **State's Payment Requirements.** State will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Recipient's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Recipient within ten days of discovering the error. After State receives the corrected invoice, State will pay Recipient within 30 days of receipt of such invoice.
- 5.2.4. **Grant Monitoring Visit and Financial Reconciliation.** If State's total obligation is greater than \$50,000 in section 5.1.4, above, during the period of performance the State will make at least one monitoring visit and conduct annual financial reconciliations of Recipient's expenditures. The State's Authorized Representative will notify Recipient's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Recipient staff members should be present. Recipient will be provided notice prior to any monitoring visit or financial reconciliation. Following a monitoring visit or financial reconciliation, Recipient will take timely and appropriate action on all deficiencies identified by State. At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Recipient.
- 5.2.5. **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

## 6. Conditions of Payment

- 6.1. All services provided by Recipient under this contract must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including business registration requirements of the Office of the Secretary of State. Recipient will not receive payment for work found by State to be unsatisfactory or performed in violation of federal, state or local law. In addition to the foregoing, Recipient will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

## 7. Authorized Representatives

- 7.1. **State's Authorized Representative.** State's Authorized Representative will be:

Name/Title: Jenny Bahneman, Grants Specialist Coordinator  
 Address: Office of Aeronautics,  
 395 John Ireland Boulevard, Mail Stop 410  
 Saint Paul, Minnesota 55155  
 E-Mail: jenny.bahneman@state.mn.us

State's Authorized Representative or his /her successor, will monitor Recipient's performance and has the authority to accept or reject the services provided under this contract. If the Recipient's duties are performed in a satisfactory manner, the State's Authorized Representative will accept each reimbursement request submitted for payment.

- 7.2. **Recipient's Authorized Representative.** Recipient's Authorized Representative will be:

Name/Title: Matt Wegwerth, City Engineer  
 Address: 420 North Pokegama Avenue, Grand Rapids, MN 55744  
 Telephone: (218) 326-7625  
 E-Mail: mwegwerth@ci.grand-rapids.mn.us

If Recipient's Authorized Representative changes at any time during this contract, Recipient must immediately notify State.

## 8. Assignment, Amendments, Waiver and Contract Complete

- 8.1. **Assignment.** Recipient may neither assign nor transfer any rights or obligations under this contract without the prior consent of State and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 8.2. **Amendments.** An amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 8.3. **Waiver.** If State fails to enforce any provision of this contract that failure does not waive the provision or State's right to subsequently enforce it.
- 8.4. **Contract Complete.** This contract contains all prior negotiations and agreements between State and Recipient. No other prior understanding regarding this contract, whether written or oral, may be used to bind either party.
- 8.5. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

## 9. Indemnification

- 9.1. In the performance of this contract by Recipient, or Recipient's agents or employees, and to the extent permitted by law, Recipient must indemnify, save and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by Recipient's: 1) intentional, willful or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies Recipient may have for State's failure to fulfill its obligation pursuant to this contract.

## 10. State Audits

- 10.1. Under Minnesota Statutes § 16B.98, Subd.8, the Recipient's books, records, documents, and accounting procedures and practices of Recipient, or other party relevant to this grant contract or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract or receipt and approval of all final reports, whichever is later. Recipient will take timely and appropriate action on all deficiencies identified by an audit.

## 11. Government Data Practices

- 11.1. Recipient and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Recipient under this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Recipient or State. If Recipient receives a request to release the data referred to in this Clause, Recipient must immediately notify State and consult with State as to how Recipient should respond to the request. Recipient's response to the request must comply with applicable law.

## 12. Workers' Compensation

- 12.1. Recipient certifies that it is in compliance with Minnesota Statutes §176.181, subdivision 2, pertaining to workers' compensation insurance coverage. Recipient's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## 13. Governing Law, Jurisdiction and Venue

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

## 14. Data Disclosure



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

## 15. Termination and Suspension

- 15.1. **Termination by the State.** The State may terminate this contract with or without cause, upon 30 days written notice to the Recipient. Upon termination, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 15.2. **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this contract, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Recipient has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 15.3. **Termination for Insufficient Funding.** The State may immediately terminate this contract if: It does not obtain funding from the Minnesota Legislature; or If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Recipient. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Recipient notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 15.4. **Suspension.** The State may immediately suspend this contract in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Recipient during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

## 16. Discrimination Prohibited by Minnesota Statutes §181.59

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

## 17. Limitation.

- 17.1. Under this contract, the State is only responsible for disbursing funds. Nothing in this contract will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Recipient, however, the Recipient will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Recipient's consultants and contractors are not intended to be third party beneficiaries of this contract.

**STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.\*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT Contract (SC) ID No. \_\_\_\_\_

Purchase Order (PO) ID No. \_\_\_\_\_

\*PO staged and to be encumbered with future State fiscal year funds.

**RECIPIENT**

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MnDOT OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**MnDOT CONTRACT MANAGEMENT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

RESOLUTION NO. 22-

A RESOLUTION APPROVING STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION; AIRPORT MAINTENANCE and OPERATIONS GRANT AGREEMENT #1047460 IN THE AMOUNT OF \$66,488.00 FOR EACH STATE FISCAL YEAR 2022 and 2023

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 Transportation Aeronautics Division has authorized Agreement #1047460 for Airport Maintenance and Operations for a reimbursement of \$66,488.00 for each State Fiscal Year 2022 and 2023.

Adopted this 24th day of January 2022

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Dale Christy, Mayor

Attest:

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Kim Johnson-Gibeau, City Clerk

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 1-24-2022

**AGENDA ITEM:** Adopt a resolution for amended HMEP grant from the MN Department of Public Safety

**PREPARED BY:** Travis Cole

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### BACKGROUND:

On 1/10/2022, council authorized staff to apply for an amended HMEP grant from the MN Department of Public Safety. The RCA had a resolution attached but a motion to adopt the attached resolution was not requested on the council action. Staff is asking council to adopt the attached resolution for the HMEP grant.

### REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution for amended HMEP grant from the MN Department of Public Safety.

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

RESOLUTION NO. 22-

A RESOLUTION ACCEPTING A \$9,850 GRANT FROM THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY, THROUGH THE STATE FIRE MARSHAL DIVISION FOR YEAR 2021 & 2022 COLD ZONE CONFERENCE WITH A REQUIRED LOCAL MATCH OF \$2,463 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 has granted the Grand Rapids Fire Department a \$9,850 grant for the 2021 and 2022 Cold Zone Conference with a local match requirement of \$2,463.

Adopted this 10<sup>th</sup> day of January 2022.

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Dale Christy, Mayor

Attest:

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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:** 1-24-2022

**AGENDA ITEM:** Make a motion to allow the Grand Rapids Fire Department to submit an entry into the Year of Giving Campaign.

**PREPARED BY:** Travis Cole

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### BACKGROUND:

The Grand Rapids Fire Department had a representative from KOZY/KMFY radio meet with us about a program called A Year of Giving. This program is for any legitimate, operating nonprofit organization that does a majority of its investment within 10 miles of Grand Rapids city limits and will accept entries from the first 60 NPO's that apply. This organization will then draw randomly on the first of each month for that months drawing and will post the announcement of the 5 NPO's to social media and encourage their fans to post their support of their organization. On the 20<sup>th</sup> of each month, they will randomly draw to select that months winning NPO during the KOZY morning show. One of those 5 will be drawn to receive \$2500 donation with the chance of a partner to match for a total of \$5,000.

### REQUESTED COUNCIL ACTION:

Make a motion to allow the Grand Rapids Fire Department to submit an entry into the Year of Giving Campaign.



## A Year of Giving – How it Works

- Any legitimate, operating nonprofit organization (NPO) that does a majority of its investment within 10 miles of Grand Rapids city limits is eligible to participate.
- Those organizations must notify us by email that they'd like to be considered by midnight on Friday January 14<sup>th</sup> including their IRS Tax Classification
- We will accept entries from the first 60 NPO's that apply as above.
- We will randomly draw 5 NPO's on the first of each month for that month's drawing (Jan 17 first month)
- We will post the announcement of the 5 NPO's to social media and encourage their fans to pos their support of their organization.
- On the 20<sup>th</sup> of each month we will draw randomly to select that month's winning NPO during the KOZY Morning Show. We will record this live on video and post to social media.
- On the last Monday of each month, we'll conduct a ceremony at our sponsor's business location where we honor that winning NPO. We'll put this on video for our social media. At that time, the money from Rapids Radio and the sponsor will be presented to the winning NPO.
- There will be several on-air elements to be done each month, airing on all 3 stations.
  - 30-second daily spot from us, thanking the sponsor for joining us in this campaign
  - 30-second daily spot congratulating the winning NPO, running until we have a new winner
  - Monthly on-air coverage of the drawing for that month's winner
- Any visuals we do for this campaign (social media, giant foam check, website banner) will include the sponsors logo and our logos.





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 01/24/2022

**AGENDA ITEM:** Consider entering into a support agreement with AVI Systems Inc.

**PREPARED BY:** Erik Scott

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### **BACKGROUND:**

In order to protect our investment and maintain support of the Audio/Visual systems in our Council Chambers, the IT Department would like to renew our support agreement with AVI Systems Inc. for a cost of \$5,000.

### **REQUESTED COUNCIL ACTION:**

Make a motion to accept attached support agreement with AVI Systems Inc. at a cost of \$5,000 and authorize the Mayor to sign required documents.



# Retail Sales Agreement



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

Proposal Number: 1077331  
Prepared For: City of Grand Rapids  
Attn: City of Grand Rapids - Invoice Submission

Proposal Date: January 12, 2022

## City of Grand Rapids Support Renewal 2022

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

### BILL TO

Attn: City of Grand Rapids - Invoice Submission  
City of Grand Rapids  
420 N Pokegama Ave  
Grand Rapids, MN, 55744  
Phone: (218)326-7612  
Email: ap@ci.grand-rapids.mn.us  
Customer Number: 3230

### SITE

Attn: Barbara Baird  
Grand Rapids, City of  
420 N Pokegama Ave  
Grand Rapids, MN, 55744  
Phone: (218)326-7615  
Email: bbaird@ci.grand-rapids.mn.us

### COMMENTS

Support contract covers Council Chambers AV Upgrades from quote 997384 dates 2/1/2022 to 1/31/2023.

### PRODUCTS AND SERVICES SUMMARY

Equipment	\$0.00
Integration	\$0.00
PRO Support	\$5,000.00
Shipping & Handling	\$0.00
Tax	\$0.00
<b>Grand Total</b>	<b>\$5,000.00</b>

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

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

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

## INVOICING AND PAYMENT TERMS

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

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

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

AVI Systems  
NW8393 PO Box 1450  
Minneapolis, MN 55485-8393

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

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

## TAXES AND DELIVERY

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

## AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

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

**AGREED AND ACCEPTED BY**

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\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**AVI Systems, Inc.**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**CONFIDENTIAL INFORMATION**

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

## SERVICES TO BE PROVIDED

### CUSTOMER CARE

#### CUSTOMER CARE SERVICES TO BE PROVIDED

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

Customer Care Entitlement Matrix					
Entitlement	Definition	System Support	Unified Communications	Digital Media	Service Level
Incident Management	AVI Systems provides Priority Support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Included	Included	Included	Remote initiation within two (2) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Remote Support	AVI Systems provides remote Priority Support for supported systems to diagnose and resolve incidents.	Included	Included	Included	Remote response within (8) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Onsite Support	AVI Systems provides Priority Support for technician dispatch to the client location to diagnose and resolve an Incident.	Included	Included	Included	Onsite response within (16) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Advanced Parts Replacement	AVI Systems provides advanced replacement of failed hardware components. Does not include Consumables or Obsolete Equipment.	Included	Included	Included	Repair and/or replacement is manufacturer dependent. Loaner Equipment on Best Effort basis
Software Update Assistance	AVI Systems provides labor to implement updates of existing software to correct software errors and/or resolve incidents	Included	Included	Included	
System Training	AVI Systems conducts user training to cover operation of the system and how to contact AVI Systems for support. Technical, Administrative, or Product Specific training is available separate from this agreement.	Included	Included	Included	Remote user training, scheduled at least one (1) week in advance
System Health Checks	AVI Systems personnel perform preventative maintenance. Includes cleaning, adjustments, functional tests, and replacement of parts to keep the system equipment in efficient operating condition.	Included	Included	Included	One (1) System Health Checks per year, scheduled at least one (1) week in advance
Asset Management	AVI Systems tracks asset information for Systems.	Included	Included	Included	

**CUSTOMER CARE DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

**PRODUCTS AND SERVICES DETAIL**

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**PRO SUPPORT:**

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
AVISSA1YR	AVI SYSTEMS	1 Year System Support Agreement	1.0000	\$5,000.00	\$5,000.00

*Refer to page 1 for the Grand Total that includes the Taxes, and Shipping & Handling*

## AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

**1. Changes In The Scope of Work** – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.

**2. Ownership and Use of Documents and Electronic Data** – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. These items are "Confidential Information" as defined in this Agreement and AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.

**3. Proprietary Protection of Programs** – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI' know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal Regulations.

**4. Shipping and Handling and Taxes** – The prices shown are F.O.B. manufacturer's plant or AVI's office depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless AVI against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.

**5. Title** – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.

**6. Security Interest** – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI

**7. Risk of Loss or Damage** – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.

**8. Receiving/Integration** – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.

**9. Equipment Warranties** – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.

**10. General Warranties** – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY

INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN. AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

**11. Indemnification** – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's uncured material breach of this Agreement.

**12. Remedies** – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

**13. Limitation of Remedies for Equipment** – AVI's entire liability and the Customer's sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

**14. Limitation on Liability** – EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF A AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE.

**15. No Consequential Damages** – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

**16. Acceleration of Obligations and Default** – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

**17. Choice of Law, Venue and Attorney's Fees** – This Agreement shall be governed by the laws of the State of Minnesota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.

**18. General** – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

**19. Confidentiality.** The term "Confidential Information" shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by AVI or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential Information of the other party without receiving the prior written consent of the other party. AVI and the Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party's similar information.

**20. Nonsolicitation -** To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party's executive employees or employees who are key to such Party's performance of its obligations under this Agreement ("Covered Employees"). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

**21. Price Quotations and Time to Install** – AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the "Prepared Area") Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

**22. Price Quotations** – Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 24, 2022  
**AGENDA ITEM:** PW PT Eligibility List for Winter Maintenance  
**PREPARED BY:** Cynthia Lyman

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**BACKGROUND:**

The Public Works Department utilizes part-time intermittent employees to facilitate snow removal during the winter snowplowing season. These part-time employees will work on an “as needed” basis. Public Works would like to add Nicholas M. Smith and Robert Jon Lindahl to their eligibility list for the 2021-2022 Winter Maintenance Season, at a wage rate of \$21.00 per hour effective 1-25-2022 with an end date of 4-30-2022.

**REQUESTED COUNCIL ACTION:**

Make a motion to approve both Nicholas M. Smith and Jon Lindahl as eligible part-time winter maintenance workers for the 2021-2022 maintenance season.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 24, 2022

**AGENDA ITEM:** Adopt a resolution amending the City Wide fee schedule to include fee for Citation Hearing Fee

**PREPARED BY:** Kimberly Gibeau

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### BACKGROUND:

Under the administrative ticket law, the city is required to inform the recipient of an administrative citation of their right to challenge the citation and must provide a civil process for challenges to citations. The City's fee is \$30.00 per hearing and must be reflected in the City Wide fee schedule. A redlined version of the fee schedule is attached for review.

### REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution approving the amended City Wide fee schedule.

# DEPARTMENTAL FEE SCHEDULE FOR CITY SERVICES

Effective Date: 01/24/2022

Item 13.

<b>CITY WIDE FEES</b>	
Photo copy – file material – <b>100</b> pages or less of black and white, letter or legal size government data.	\$ .25 per page (copy)
Photo copy – file material – <b>101</b> pages or more of government data	\$.10 per copy and actual cost of searching for and retrieving government data, including the cost of employee time, certifying, compiling, and electronically transmitting the copies of the data.
Photo copy – material provided by the person making request	\$1.00 1 <sup>st</sup> page - .10 cents each additional
<b>ADMINISTRATION DEPARTMENT</b>	
Amusements (theatre) Circus	\$75.00 per screen per year \$75.00 event
Fortune Telling	\$35.00 per day
<b>Intoxicating Liquor</b>	
<b>Consumption and Display</b>	
Bottle Club	\$500.00 per year
Public Place	\$100.00 per year
<b>Private On-Sale</b>	
Investigation Fee	\$150.00
Annual License Fee	\$2,500.00
Annual On-Sale Wine	\$550.00
Sunday On-Sale	\$200.00
Limited Season On-Sale	\$100.00 For licensees with service of less than thirty (30) days in a seasonal period less than six (6) months in duration.
<b>Club On-Sale</b>	
Club with under 200 members	\$300.00
201- 500 members	\$500.00
501- 1,000 members	\$650.00
1,001 – 2,000 members	\$800.00
More than 2,000	\$1,000.00
Sunday On-Sale	\$150.00
Private Off-Sale	\$150.00
Temporary On-Sale	\$20.00
<b>Convention Facilities On-Sale</b>	
City issued on-sale license	\$25.00
Adjacent municipality	\$100.00
<b>Non-intoxicating malt liquor 3.2</b>	
Annual on-sale	\$275.00

Annual off-sale	\$100.00	Item 13.
Temporary on-sale	\$25.00	
Rollerskating License	\$200.00 per year or fraction thereof	
<b>Brewer Taprooms/Brewpubs</b>		
Taproom/Brewpub Annual On-Sale	\$350.00 includes Sunday sales	
Brewer Annual Off-sale (Growlers)	\$200.00	
Synthetic Drug Establishments	\$600.00 annually	
Sidewalk Café	\$25.00	
Taxicabs	\$25.00 each vehicle	
Fireworks	350.00 – tents, etc.) 100.00 – retail buildings (in store)	
Peddlers, Solicitors and Transient Merchant <small>(Resolution No. 06-110)</small>	\$150.00 per year	
Permit to keep Chickens	\$20.00 per year	
<b>CENTRAL SCHOOL BUILDING</b>		
<b>Monthly Rental Fees</b>		
Garden Level	\$11.02 *	
1 <sup>st</sup> Floor	\$11.97 *	
2 <sup>nd</sup> Floor	\$11.49 *	
3 <sup>rd</sup> Floor	\$ 8.58 *	
<b>CIVIC CENTER</b>		
Icetime	\$115.00 per hour – non prime	
	\$168.00 per hour – prime	
	\$200.00 per hour – tournament/competition	
	\$75.00 per hour – Miner’s Pavilion (non-GRAHA)	
Dryfloor space	East Venue	\$700.00 per day – receptions/parties
		\$1,300.00 per day - commercial
		\$1,850.00 – Wedding Receptions
	West Venue	\$600.00 per day – receptions/parties
		\$1,200.00 per day – commercial
	Miner’s Pavilion	\$20.00 per hour – sports
		\$100.00 half day event
		\$200.00 full day event
Lobby space		\$30.00 per hour (minimum 2 hours)
Tables		\$9.00 each
Chairs		\$1.00 each
Linens		TBD
Staging		\$20.00 per 4’ x 8’ section
Skate Sharpening		\$5.00
Public Skating		\$2.00 children & seniors

	\$3.00 adults	Item 13.
Open Hockey	\$7.00	
Wall Advertising	\$600.00 per year	
In-Ice Advertising	\$1,250.00 per year	
Resurfacers Advertising	\$300 - \$1,500.00 per year	
Dasher Advertising	\$800.00 per year for 1, \$1,200.00 per year for 2	
Scoreboard Advertising	\$700.00 per year	
Banner Advertising	\$750.00 per year	
Wall Sign & 1 Dasher	\$1,200.00 per year	
Wall Sign & 2 Dashers	\$1,600.00 per year	
<b>COMMUNITY DEVELOPMENT</b>		
Building Permits		
\$1.00 - \$500.00	\$23.50 *	
\$501.00 - \$2,000.00	\$23.75 * for the first \$500.00 plus \$3.50 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	
\$2,001.00 - \$25,000.00	\$70.00 * for the first \$2,000.00 plus \$14.20* for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00	
\$25,001.00 to \$50,000.00	\$391.65* for the first \$25,000.00 plus \$10.20* for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	
\$50,001.00 to 4100,000.00	\$650.20* for the first \$50,000.00 plus \$7.10* for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	
\$100,001.00 to \$500,000.00	\$1,003.70* for the first \$100,000.00 plus \$5.66* for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00	
\$500,001.00 to \$1,000,000.00	\$3,266.10* for the first \$500,000.00 plus \$4.80* for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	
\$1,000,001.00 and up	\$5,664.85* for the first \$1,000,000.00 plus \$3.18* for each additional \$1,000.00 or fraction thereof	
	Projects valued at greater than \$5,000,000.00 the City may, at its own discretion, negotiate this component of the building permit fee with the project owner/developer.	
Annual building Permit (as per MN Rule 1300.0120, Subparts 2 and 3)	\$505.00*	
Plan Review Fee	65% of the Permit fee	
Plan Review Fee (Similar Plans)	25% of the Permit fee	
State Surcharge	(As per MN Statute 16B.70)	
<b>Other Inspections and Fees:</b>		
1. Outside of normal business hours	\$55.55/hour*	
2. Re-inspection fees	\$55.55/hour*	

3. Inspections for which no fee is specifically indicated	\$55.55/hour*			
4. Additional plan review required by changes, additions, or revisions to plans	\$55.55/hour*			
5. Investigation Fee	\$55.55/hour*			
6. Work commencing without building permit.	Investigative Fee/Double building permit fee. (as per MN Rule 1300.0160, Subpart 8).			
7. For use of outside consultants for plan checking and inspections or both.	Actual costs, including administrative and overhead			
8. Investigating and resolving Property Maintenance Code violations	\$55.55/hour*			
<b>Flat fees for small Residential projects</b>	<b>Base Permit Fee</b>	<b>Plan Check Fee</b>	<b>State Surcharge Fee</b>	<b>Total Fee</b>
Re-roofing	\$60.00		\$1.00	\$61.00
Garage Door	\$40.00		\$1.00	\$41.00
Siding Replacement	\$60.00		\$1.00	\$61.00
All Regulated Signs-requiring structural review.	\$57.88	\$37.62	\$1.00	\$96.50
Detached Steps/Deck over 30" high (non-enclosed)	\$40.30	\$26.20	\$1.00	\$67.50
Attached Steps/Deck (non-enclosed)	\$79.70	\$51.80	\$1.00	\$132.50
Covered porch (non-enclosed)	\$113.03	\$73.47	\$1.00	\$186.50
Fence over 6 feet in height	\$57.88	\$37.62	\$1.00	\$96.50
Retaining Wall -Over 4 feet in height	\$57.88	\$37.62	\$1.00	\$67.50
Egress Windows (new)	\$40.30	\$26.20	\$1.00	\$67.50
Residential Window replacement	\$60.00		\$1.00	\$61.00
Furnace-Replacement	\$40.30	\$26.20	\$1.00	\$67.50
Water Heater/Softener	\$40.30	\$26.20	\$1.00	\$67.50
Replace sink, toilet, faucet, tub (minor repairs)	\$14.50		\$1.00	\$15.50
Residential & Commercial Demolitions	\$40.00*		\$1.00	\$41.00
Fireplaces -& free standing stoves (Gas or Wood)	\$54.85*	\$35.65	\$1.00	\$91.50
Emergency Number Sign	\$75.00 each			
Comprehensive Plan	\$15.15* each			
Comprehensive Plan Appendix	\$25.25* each			
Zoning Letter	\$35.35* each			
Zoning Map	\$15.15*each			
Zoning Ordinance	\$30.30* each			
Subdivision Ordinance	\$5.05* each			
Zoning Permit (Residential)	\$55.55*			
Zoning Permit (Commercial)	\$65.65*/hour (actual cost)			
Fill Permit	\$75.75*			
Sign permit (for signs not requiring structural review)	\$55.55*			

Conditional Use Permit	\$505.00*	Item 13.
Conditional Use Permit-General Sales and Service with a building footprint greater than 70,000 s.f. (Res. 07-35)	Total Actual Cost Incurred by the City (\$3,500 deposit required via escrow agreement)	
Environmental Assessment Worksheet preparation, review and processing	Total Actual Cost Incurred by the City (\$10,000 deposit required via escrow agreement)	
Subdivision	\$2,525.00*	
Minor Subdivision (Res: 13-71)	\$1,200.00	
Payment in Lieu of Commercial Land Dedication	\$135.00 per Worker	
Planned Unit Development	\$2,525.00*	
Rezoning or zoning Text Amendment	\$505.00*	
Variance	\$252.50*	
Right-of-Way/Easement	\$505.00*	
<b>Rental Permit Fees (Annually)</b>		
1 unit residential	\$100.00	
Duplex residential (2 units)	\$150.00	
<b>Multi-Unit Residential Buildings</b>		
3 – 6 units	\$200.00/building	
7 – 10 units	\$300.00/building	
11 – 12 units	\$360.00/building	
13 – 24 units	\$500.00/building	
25 units & up	\$700.00/building	
<b>Other fees charged when incurred:</b>		
Re-inspection fee for 3 <sup>rd</sup> and each additional inspection require for compliance	\$100.00/each	
Complaint-based inspection (with validated violation)	\$100.00/each	
Late Rental Registration Penalty	\$100.00/each	
Reinstatement Fee of Suspended Rental License	\$500.00/each	
First-time Rental Registration Fee (Rental Initiation Fee)	\$400.00/each	<i>Not including first year registration.</i>
Failure to Transfer Ownership of Penalty	\$100.00/each	
Operating without a License Penalty	\$500.00/each	
Appeal (Rate applies to each structure involved in the appeal.)	\$200.00/each	
Failure to Designate a Local Manager	\$100.00/each	
<b>ENGINEERING DEPARTMENT</b>		
Right of Way Improvement permit	\$50.00	
After-the-Fact ROW Permit	Two times original permit fee	
<b>Small Wireless Facility Fees</b>		
Permit Application Fee	\$1,000/unit (new structure); \$500 (existing structure)	

Co-location Rent	\$175.00 per year per site	Item 13.	
Monthly Fee for Electrical Service per radio node less than or equal to 100 max watts	\$73.00 per radio node		
Monthly Fee for Electrical Service per radio node over 100 max watts	\$182.00 per radio node		
<b>Stormwater Permit Application</b>			
Residential	\$25.00		
Commercial/Industrial (0 ac – 1 ac)	\$100.00		
Commercial/Industrial (1 ac – 3+ ac)	\$175.00		
Commercial/Industrial (3+ ac)	\$300.00		
<b>Stormwater Pollution Prevention Deposit</b>			
Residential	\$500.00		
Commercial/Industrial	\$1,000.00/\$100,000 or project cost		
<b>Stormwater Utility Rates</b>			
	As of 5/1/2020	As of 1/1/2021	As of 1/1/2022
Single-Family	\$8.00	\$8.50	\$8.75
Multi-Family	\$29.24	\$31.07	\$31.98
Commercial	\$44.78	\$47.58	\$48.98
Industrial	\$44.78	\$47.58	\$48.98
Institutional	\$39.72	\$42.20	\$43.44
City Map	\$10.00		
<b>Prints:</b>			
24/24	\$3.50 each		
24/36	\$5.00 each		
36x48	\$10.00		



Aerials contours (hard copies)	\$40.00 first copy - \$5.00 additional copy of sa	Item 13.
Aerial electronic photos (1 photo 160 acres)	\$150.00	
Aerial prints 8 ½ x 11 with property and utility	\$10.00 per parcel	
GIS Technician	\$32.47/Hour	
<b>FINANCE DEPARTMENT</b>		
Assessment Certificates	\$15.00	
Fax	\$2.00 first page each additional page 10 cents	
Worthless Check	\$30.00	
<b>FIRE DEPARTMENT</b>		
Fire report	See City wide fees relative to photo copies	
It. County false alarm ordinance – 4 <sup>th</sup> false alarm and up	\$500.00	
Yearly Day Care/Foster Care	\$50.00	
Inspection fees	\$50.00	
<b>Inspection Fees:</b> First Fire Inspection Second Inspection only if violation isn't fixed or substantial progress is not made on violations Each additional inspection Complaint based inspections (considered a first inspection) Requested fire inspection <b>Storage of Flammable Liquids:</b> Bulk storage of flammable liquids Bulk storage of liquefied petroleum (LP) Each station dispensing liquefied petroleum (LP) Above or underground fuel tank installation Underground tank removal <b>Hotel Inspection Fees:</b> Base fire inspection fee (includes one follow-up inspection) <ul style="list-style-type: none"> <li>• Up to 35 rooms</li> <li>• 36 to 100 rooms</li> <li>• 101 or more rooms</li> </ul> Follow-up inspection fee (if more than one)	.00  \$125.00 \$100.00 increments up to \$500.00  .00 \$50.00/hour (\$50.00 minimum)  \$150.00/year \$150.00/year  \$50.00/year \$50.00 \$50.00  \$435.00  \$6.00/room \$7.00/room \$8.00/room \$225.00	
Fire Safety House	\$250.00/day if agency is <b>within Itasca County</b> (up to eight hour day).  \$250.00/day if <b>outside Itasca County</b> , plus requesting agency additionally agrees to compensate the Grand Rapids Fire Departmental a rate of fifty cents per mile, as calculated by utilizing the Map Quest computer program.	
<b>PARKS AND RECREATION</b>		
Picnic kits	\$5.00	
User Fees (softball, baseball & soccer leagues)	\$5.00 (Kids)	

	\$7.50 (Adults)
Softball Fields	\$5.00 per game for tournaments or user fees ***
Baseball Fields	\$25.00 per hour or user fees ***
Soccer Fields	User fees ***
Recreation programs	0 - \$60.00 dependent on programs
Pool Rental	\$7.75 - \$45.00 per hour
Family Activity Pass	\$35.00
Softball Field Advertising	\$150.00

\*\*\* Participants of private organizations (such as Northwoods Soccer) pay \$5.00 per player per year to use our fields. Adults pay \$15.00 per player.

**POLICE DEPARTMENT**

Pound Fee	\$10.00/day
<b>Disposal of Animals:</b>	
Dog	100% of Vet Charges
Cat	100% of Vet Charges
Vehicle Tow Fees	Rate charged by towing company to the City.
Funeral Escort	\$50.00
CBD Parking Permits	\$25.00 annually
Golf Cart Permit Fee	\$25.00 annually
False Alarm	N/C 1 <sup>st</sup> through 3 <sup>rd</sup> false alarm \$50.00 4 <sup>th</sup> false alarm \$75.00 5 <sup>th</sup> false alarm \$100.00 6 <sup>th</sup> false alarm \$125.00 7 <sup>th</sup> false alarm \$150.00 8 <sup>th</sup> false alarm \$175.00 9 <sup>th</sup> false alarm \$500.00 10 <sup>th</sup> false alarm \$500.00 all calls after 10 <sup>th</sup>

**POLICE ADMINISTRATIVE PENALTIES**

Alcohol – Consuming Alcohol in unauthorized places	\$60.00
<b>Animals:</b>	
Vicious animal	\$50.00
All other animal violations	\$25.00
Registration of a Dangerous Dog (Res. 06-61)	\$500.00

<b>Fireworks:</b>	
Illegal Use, Possession	\$250.00
<b>Miscellaneous:</b>	
Curfew	\$25.00
Failure to apply for license	\$100.00
Golf cart and all terrain vehicle violations	\$60.00
Illegal dumping	\$50.00
Noise complaints	\$50.00
Noise complaints second violation in 12 months	\$100.00
Park ordinance violations	\$25.00
Public nuisance	\$100.00
Snowmobile Violations	\$60.00
Skateboard violations	\$40.00
Trespassing	\$50.00
Display for sale vehicles (Ord. 23.7-D1)	\$50.00
<b>Parking:</b>	
Fire Lane	\$50.00
Blocking Fire Hydrant	\$50.00
Failure to pay all parking fines after 30 days	50.00
<b>Traffic:</b>	
Exhibition Driving	\$100.00
<b>Speed (1-10 mph over posted limit)</b>	<b>\$60.00*</b> (as required by State Statute 5-21-09)
<b>Stop Signs</b>	<b>\$60.00*</b> (as required by State Statute 5-21-09)
<b>Unreasonable Acceleration</b>	<b>\$60.00*</b> (as required by State Statute 5-21-09)
<b>Mufflers 169.69 (Add)</b>	<b>\$60.00*</b> (as allowed by State Statute 5-21-09)
<b>Hitching 169.46 (Add)</b>	<b>\$60.00*</b> (as allowed by State Statute 5-21-09)
<b>Citation Hearing Fee</b>	<b>\$30.00</b>

<b>Weapons:</b>		Item 13.
Discharge of Display of Pellet/Guns	\$50.00	
<b>PUBLIC WORKS</b>		
Equipment Hourly rates: **		
Pickups	\$25.00	
Trucks / Plows	\$45.00	
Heavy equipment	\$80.00	
Mowing Equipment	\$25.00	
Chipper, compressor, steamer	\$25.00	
Lawn movers/weed eaters	\$15.00	
Ice Resurfacer (Zamboni)	\$175.00	
Materials: **		
Cold Mix	\$130.00/ton	
Sand	\$15.00/yard	
Straight Salt	\$75.00/yard	
Treated Salt	\$90.00/yard	
Paint	\$13.37/gal.	
Magnesium Chloride	\$1.50/gal.	
Mailbox installation	\$275.00 (includes post and mailbox)	
<p>** Rates apply to contract services provided for Intergovernmental agencies such as Itasca County, MNDOT, ICC, School District 318, and the DNR. Hourly wage and benefits to be included in addition to listed hourly equipment rates. The only exception is the fee for the ice resurfacer</p>		

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 22 -

**A RESOLUTION AMENDING THE GRAND RAPIDS CITY-WIDE FEE SCHEDULE FOR CITY SERVICES**

WHEREAS, Minnesota Law establishes that all municipalities establish fees that are commensurate with service, and that they be fair, reasonable, and proportionate to the actual cost of the service for which the fee is imposed; and

WHEREAS, consistent with Minnesota Law, the Grand Rapids City Council establishes the rates to be applied, or charges for, specific areas of service, provided by the City, through the adoption and periodic amendment of a fee schedule; and

WHEREAS, from time to time, staff reviews the department fee schedule to ensure consistency with fees charged, for City services provided; and

NOW THEREFORE, BE IT RESOLVED, that the Grand Rapids City Council hereby amends the Grand Rapids' City Wide Fee Schedule for City Services as noted in "Exhibit A."

Adopted this 25<sup>th</sup> day of October, 2021.

\_\_\_\_\_  
Dale Christy, Mayor

Attest:

\_\_\_\_\_  
Kimberly Gibeau, City Clerk

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 24, 2022

**AGENDA ITEM:** Consider adopting a resolution approving a loan to the Capital Equipment Fund in the amount of \$386,595.

**PREPARED BY:** Barb Baird

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### BACKGROUND:

Part of the 2021 Capital Equipment Plan was to fund three Police Department vehicles, a Public Works Pick-up with Plow, a Ballfield Groomer, Mower, a Sidewalk/Trail Machine, and a Multi-Terrain Loader/Skidsteer for the Cemetery with an internal loan from the General Fund to the Capital Equipment Replacement Fund. We are requesting Council approval of an internal loan from the General Fund to the Capital Equipment Replacement Fund in the amount of \$445,300 less \$58,705 for sale of City assets, for a total of \$386,595. The outstanding balance on the internal loan amount, if approved will be \$1,330,781.12.

### REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution approving a loan to the Capital Equipment Replacement Fund in the amount of \$386,595 for a term of six years with an interest rate for 2022 of .50% and adjusting the annual interest rate by adding .25% to the City's previous interest rate on investments as of December 31, 2021.

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

RESOLUTION NO. 22-  
A RESOLUTION APPROVING A LOAN TO THE CAPITAL EQUIPMENT  
REPLACEMENT FUND FROM THE GENERAL FUND IN THE AMOUNT OF \$386,595  
FOR A TERM OF SIX YEARS AT AN INTEREST RATE OF .50% FOR 2022 AND  
ADJUSTING THE ANNUAL INTEREST RATE BY ADDING .25% TO THE CITY'S  
PREVIOUS YEAR'S AVERAGE INTEREST RATE ON INVESTMENTS

WHEREAS, part of the 2021 Capital Equipment Plan was to fund one major purchase with an internal loan from the General Fund to the Capital Equipment Replacement Fund, and

WHEREAS, the items purchased are three Police Department vehicles, a Public Works Pick-up with Plow, a Ballfield Groomer, Mower, a Sidewalk/Trail Machine, and a Multi-Terrain Loader/Skidsteer for the Cemetery, and

WHEREAS, the total amount of the purchase was \$445,300 less \$58,705 for the sale of City assets, for a total of \$386,595, and

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, approves an internal loan from the General Fund to the Capital Equipment Replacement Fund in the amount of \$386,595 for a term of six years at an interest rate of .50% for 2022 and adjusting the annual interest rate by adding .25% to the City's previous year's average interest rate on investments as of December 31, 2021.

Adopted this 24<sup>th</sup> day of January 2022

\_\_\_\_\_  
Dale Christy, Mayor

Attest:

\_\_\_\_\_  
Kim Gibeau, City Clerk

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 24, 2022

**AGENDA ITEM:** Consider accepting the resignation of Tom Foss from the Haz-Mat Equipment/Training Assistant position.

**PREPARED BY:** Lynn DeGrio

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### BACKGROUND:

Tom Foss was appointed to the Haz-Mat Equipment/Training Assistant position with the Grand Rapids Fire Department on May 23, 2017. Tom has submitted his letter of resignation from that position effective January 18, 2022, but will remain on the department as a Firefighter.

We would like to accept letters of interest from internal Firefighters and will come back to the City Council at a later date with a recommendation for hire.

### REQUESTED COUNCIL ACTION:

Make a motion to accept the letter of resignation from Tom Foss from the Haz-Mat Equipment/Training Assistant position effective January 18, 2022 and authorize City staff to begin the process of filling the vacancy.





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 24, 2022  
**AGENDA ITEM:** Approve Eagle Club Systems Agreement  
**PREPARED BY:** Bob Cahill

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**BACKGROUND:**

Pokegama Golf Course has chosen Eagle Club Systems as our new vendor to provide Reservations systems, online booking, customer database, and point of sale systems for our operation. We request council authorization of this Agreement. The \$1500.00 fee is a 2022 Golf Course Budgeted item to be paid with golf course funds.

**REQUESTED COUNCIL ACTION:**

Make a motion to enter into Agreement with Eagle Club Systems for Reservation and Point of Sale software and authorize payment of \$1,500 fee and cost of Website Consultation and Design for a not to exceed amount of \$1295.00.



## Customer Agreement Form

Today's Date            1/11/2022

Quote Expires 1/30/2022

### Course Information:

BOB CAHILL  
Facility Contact Name

Legal Business Name

Name of Company

3910 Golf Course Road Grand Rapids, MN 55744  
Address

#### Course Type:

- Private
- Semi-Private
- Public
- Restaurant

#### Number of Holes

- 9 Holes
- 18 Holes
- 27 Holes

## Eagle Club Systems Customer Agreement Form

### Module List

	Monthly	Annually	Tax %	w/ Tax Total		
1. Reservation System, Online Booking Engine, Customer Database	Included					
2. Integrated Point of Sale, Inventory Management, Credit Card Processing	Included					
3. Text Messaging 3,000 messages per month 1 Phone Number Addtl lines \$20 a month	Included					
<b><u>Monthly Total</u></b>		\$1500 Year One	n/a			
Credit Card Processing Rate	Meet or Beat Rate					
<b>One Time Fees</b>						
Credit Card Devices	\$500 each					
Consultation, Setup and Implementation	Optional	Travel Expenses Only (Airfare, rental car, lodging, food) Or Free Virtual				
Website Consultation and Design	Optional	\$695 to \$1295 One Time Price TBD by Web Team				
Receipt Printers	Optional					
Total						
<b><u>First Payment Due Before Go Live</u></b> <i>(Includes First Month Payment)</i>						

### FORM OF PAYMENT

Throughout the term of this agreement, the company agrees to use Eagle Club Systems booking portal on their website as the sole provider for online tee time reservations. Additionally, any time where there are tee times available to the public, the Course agrees to ensure those times are available online for purchase through Eagle Club Systems booking portal.

Customer agrees to pay the Total Annual Price Due in US Dollars, based on the Payment and Pricing identified above, by one of the following methods:

- ACH Electronic Funds Transfer – An ACH Electronic Authorization Payment Form must be completed. Funds transfers will occur on the dates and schedule specified in this Agreement.
- Credit Card on File – A Credit Card Authorization form must be completed. Customer shall be charged a processing fee equivalent to that which Eagle Club Systems is charged for payments made by credit card. Customer shall be liable for any and all fees (annual fees, late payment fees, etc.) associated with the credit card. Customer’s card on file will be billed on the dates and schedule specified in this Agreement. (Monthly or Annual Only)

## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (the “Agreement”) effective as of (the “Effective Date”) is made and entered into by and between Pokegama Golf Club with its principal place of business at 3910 Golf Course Road Grand Rapids, MN 55744 (hereinafter the “Customer”), and Eagle Club Systems, LLC, a Florida limited liability company, with a registered address located at 204 37th Ave. N. PO Box 101. St. Pete, FL 33704 (“Eagle Club Systems”). Customer and Eagle Club Systems may be referred to individually as a “Party” and collectively as the “Parties.”

**WHEREAS**, Customer wishes to purchase and utilize services and the system (the “System”) provided by Eagle Club Systems.

**WHEREAS**, Eagle Club Systems provides technology services to Customers and Restaurants to enable Reservations and related products and services provided by the “Customer” and facilitates payment to the “Customer” for the purchases with a permitted Payment Method (“Payment Transactions”).

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and the agreements set forth below, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and Eagle Club Systems agree as follows

### SECTION 1. DESCRIPTION OF SERVICES

1. Upon implementation of the System, Eagle Club Systems will provide Customer with access to its System and the selected services (the “Services”) as described on page 2 of this Agreement.
2. System will be installed on **TBD**
3. Eagle Club Systems hereby grants Customer a limited, non-transferable, and non-exclusive license to remotely access and use the System solely during the Term (as defined herein) of the Agreement. Except for this limited usage right during the Term, nothing in this Agreement grants Customer any rights, title or interest in the System, Services, or any deliverables provided by Eagle Club Systems. Eagle Club Systems reserves the right to make changes and updates to the functionality and/or documentation of the System from time to time.

### SECTION 2. Eagle Club Systems ACCOUNT

1. Eagle Club Systems may conduct an installation and training session of the System. During this time, Eagle Club Systems and Customer will work together to customize Customer’s account for the System. This includes, but is not limited to the following:
  - a. Customizing Customer’s account with Eagle Club Systems;
  - b. Customizing Customer’s administrative environment for all related personnel and products;
  - c. Customizing Customer’s products, including the cost and retail pricing for each product Customer offers; and
  - d. All other steps required for the operation of the System.
2. Customer’s account will facilitate Customer’s use of the System and will allow Customer to receive current reservations, salesrelated information, and other information pertaining to Customer’s relationship with Eagle Club Systems.
3. Eagle Club Systems is not and will not be liable for any loss or damage arising from Customer’s failure to manage and maintain its account. Each Customer is solely responsible and liable for marketing, selling, pricing, packaging, and provision of any products or services offered through the Services in compliance with all applicable laws, regulations, and rules or industry standards (“Applicable Law”). Eagle Club Systems makes no representation or warranty regarding whether a Customer holds any applicable permit, license, registration, or other credential for its business; whether representations by a Customer are true or accurate; or whether a Customer complies with Applicable Law, and Eagle Club Systems is not responsible for the quality of the products or services provided by the Customer.

### SECTION 3. SYSTEM PARTICIPATION

1. **Customer Offerings.** To participate in the System, Customer must supply the content and images to describe and illustrate the Customer and its service offerings (“Customer Offerings”), by completing and submitting, or authorizing an agent to complete and submit, the information to Eagle Club Systems. Customer Offerings include, but are not limited to, tee time pricing, pricing on

retail items, and pricing on food and beverage. Customer is responsible and liable for all Customer Offerings and terms, and for Eagle Club Systems's or any purchaser's use or reliance on any of the foregoing.

2. **Promotion of Company.** Eagle Club Systems reserves the right to market the customer Offerings to the customer customers. Eagle Club Systems will be responsible for creating and designing the email that will promote and market the Golf Course and the Golf Course Offerings by sending marketing emails to Golf Course customers. The Customer acknowledges and agrees that it will, at all times, be in compliance with the CAN- SPAM Act. This includes, but not limited to, promptly honoring any opt-out/unsubscribe requests received from a customer. Eagle Club Systems does not warrant or guarantee the use of the System will result in any particular amount of revenue or profit to the Customer.
3. **Responsibility for Customer Offering.** Customer represents that all services provided by the Customer for customers booking through the System will be consistent with prevailing industry standards for similar Customers in the area. Customer will be responsible for all customer service with respect to the Customer Offerings. Eagle Club Systems shall have no liability for the nature, completeness, or accuracy of information provided by Customer about the Customer Offerings or the fulfillment of the Customer Offerings.
4. **Processing of Sale.** All sales transactions for the Customer will be processed through the System. Customer agrees that the System will be the exclusive reservation and retail system used by the Customer, and that all golf related commercial activities, including the reservation of calendar for tee times, will be booked through the System during the Term of this Agreement. Credit Card Processing Rate will be determined by merchant application.
5. **License to Customer's Content.** During the Term of this Agreement, Customer hereby grants Eagle Club Systems a non-exclusive, worldwide, transferable, irrevocable, and sub-licensable license to use, copy, distribute, display, and perform any of Customer's content concerning the Customer and the Customer Offerings (including any trademarks, trade names, logos or copyrighted material of Customer to be included in any advertising of the Customer or Customer Offerings) in any and all media or formats in connection with Eagle Club Systems's fulfillment of its rights and obligations under this Agreement, including the promotion of the Customer and Customer Offerings
6. **Press Release.** Eagle Club Systems may, in its sole discretion, include Customer and the Customer in any press release regarding the Customer Offerings described herein or otherwise identify Customer as one of its Customer clients. Any press release Customer may want to issue which includes Eagle Club Systems must be pre-approved in writing by Eagle Club Systems prior to release.
7. **PCI Compliance.** Eagle Club Systems is and will remain PCI compliant for the life of the product. The annual PCI compliance certification (SAQ) is the sole responsibility of Eagle Club Systems. Documentation required for validation of this process or confirmation of completion is available upon request.

#### SECTION 4. PAYMENT TERMS

1. **Additional Fees.** If an ACH Electronic Funds Transfer debit request is not successful; Customer will be subject to a \$15 transaction fee for each occurrence. Additionally, any aged balance beyond 30 days will be subject to a monthly late fee equal to 15% of the balance owed.
2. **Currency.** All payments hereunder shall be in US Dollars (USD) and made by check, credit card, debit card, or ACH electronic transfer. Credit and debit card payments are subject to a processing fee as indicated in this Agreement.
3. **Customer Products Pricing.** All prices for the Customer Offerings shall be established by the Customer. Any price changes to the Customer Offerings shall become effective once loaded into the System.
4. **Customer Sales and Payment Processing.** Eagle Club Systems will be responsible for processing all credit and debit card payments from Customer's customers. Customer's name will be displayed on the customer's statement as the sales agent. The System will also track all cash transactions. The Customer shall be responsible for handling and processing of all cash payments.
5. **Payments to Customer.** The third-party payment card processor will process all credit and debit card activities for the Customer. The third- party payment card processor will remit proceeds via Automated Clearing House (the "ACH") to Customer account within two business days.
6. **Taxes.**  
Taxes Related to Customer Offerings:  
Customer shall be solely responsible for any taxes, levies, duties and/or similar governmental assessments (collectively, "Taxes") of

any nature assessable by any jurisdiction whatsoever in connection with the purchase and/or use of Customer Offerings. Customer agrees to hold Eagle Club Systems harmless of any liability with respect to any such taxes Related to Eagle Club Systems Services: If the collection and remittance of Taxes to governmental bodies is applicable on Eagle Club Systems Services, Customer agrees to pay Eagle Club Systems the amounts to be collected and remitted. Information on assessed and remitted taxes concerning Customer's Eagle Club Systems Services will be provided to Customer by Eagle Club Systems. Please note that any Taxes collected may be subject to change based on applicable government laws and/or regulations.

7. **Hardware.** During the Term of this Agreement, or any renewal thereof, Eagle Club Systems agrees to replace, at no additional cost to Customer, any hardware provided under this Agreement that is deemed defective or inoperable, in Eagle Club Systems's sole opinion. Customer will be responsible for cost of the replacement of any hardware that is damaged by Customer or any of its employees, agents or subcontractors.

## SECTION 5. TERM AND TERMINATION

1. **Term.** This Agreement is effective as of the Effective Date set forth above and will remain in effect for one (1) year (the "Initial Term"). After the Initial Term and until terminated with 30 days' advance notice by either Party, as provided herein, this Agreement shall be automatically extended for successive one (1) year periods, unless renegotiated prior to end of the Term.
2. **Termination for Convenience.** Either Party may terminate this agreement at any time, with or without further obligation, except for any outstanding and undisputed payments due to a Party, by providing the other Party with ninety (90) days advance written notice.
3. **Termination by Breach of Agreement.** In the event either Party breaches any of the material terms or conditions of this Agreement, and such breach is not cured within thirty (30) days after receipt of written notice specifying the nature of the breach, the non-breaching Party may terminate this Agreement without any further delay or obligation hereunder.
4. **Effects of Termination.** If either Party terminates this Agreement per the provisions of section 5.2 or 5.3, Customer shall i) forfeit any and all pre- paid expenses and fees; Eagle Club Systems shall have the right to debit via ACH, or charge for any and all outstanding payments due to Eagle Club Systems; to include Early Termination Fees outlined in section 5.5.
5. **Early Termination Fee.** If Customer terminates this Agreement per the provisions of section 5.2, Customer shall pay Eagle Club Systems within fifteen (15) days from the date of termination, an early termination fee of fifty percent (50%) of the remaining balance set forth in this Agreement. If Customer terminates this Agreement for any reason prior to the Installation Date or within ninety (90) days from the Installation Date, Customer shall pay Eagle Club Systems an additional flat fee of four hundred dollars (\$400) as reimbursement to Eagle Club Systems for setup expenses.
6. **Equipment Return.** Upon termination of this Agreement for any reason Customer will, within fifteen (15) days from the date of termination, return all equipment leased to Customer by Eagle Club Systems. If leased equipment is not returned, or is damaged upon receipt, Eagle Club Systems shall have the right to debit via ACH, or charge CC on file, the full replacement value for the leased equipment.

## SECTION 8. DATA SECURITY

1. **Data Security Practices.** Customer agrees to use security technologies and techniques in accordance with industry best practices, including those relating to the prevention and detection of unauthorized use and access of systems and networks. A "Security Breach" is any act or omission that results in: (i) the unauthorized access or use of confidential information; or (ii) a breach of the physical, technical, administrative or organizational safeguards put in place by the either Party, that relate to the protection of the security, confidentiality, or integrity of confidential information. In the event of a Security Breach, Customer shall provide Eagle Club Systems with the name and contact information for a Customer employee or position which shall serve as Eagle Club Systems's primary contact and shall be available to assist Eagle Club Systems twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach. To the extent permitted by law and law enforcement authorities, Customer shall notify Eagle Club Systems of a Security Breach as soon as practicable by phone and in writing, but no later than twenty-four (24) hours after Customer becomes aware of it. Immediately following Customer's notification to Eagle Club Systems of a Security Breach, the Parties shall coordinate with each other to investigate the Security Breach.
2. **Data Protection Regulations.** Customer shall, at all times, maintain policies, practices and procedures sufficient to comply with data protection regulations such as the EU General Data Protection Regulation, or the California Consumer Privacy Act (to take effect on January 1, 2020). In the event Customer is found to be in violation of such data protection regulations or similar laws, Customer shall indemnify and hold harmless Eagle Club Systems from any claims, demands, or liability arising from Customer's breach or violation of the same.
3. **Modification of Terms.** Eagle Club Systems reserves the right to modify any portion of these Terms of Service at any time in its sole discretion by notifying you of any changes by electronic mail, posting of the updated Terms of Service on its Website, or delivering an alert through the Application. The changes will become effective, and shall be deemed accepted by you, upon the effective date stated or initial posting/delivery date (if none is stated) and shall be effective on a going-forward basis. If you do not agree to these Terms of Service or any updated version of the Terms of Service, your sole and exclusive remedy is to terminate your use of the Services.

4. **Miscellaneous.** Any action, claim, or dispute related to these Terms of Service will be governed by the laws of Florida, excluding its conflicts of law provisions, and controlling U.S. federal law. The Uniform Computer Information Transactions Act will not apply to these Terms of Service. If any provision of these Terms of Service Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms of Service, which will remain in full force and effect. Failure of Eagle Club Systems to act on or enforce any provision of these Terms of Service will not be construed as a waiver of that provision or any other provision herein. No waiver will be effective against Eagle Club Systems unless made in writing, and no such waiver will be construed as a waiver in any other or subsequent instance. Except as expressly agreed by Eagle Club Systems and Customer, these Terms of Service constitute the entire agreement between you and Eagle Club Systems with respect to the subject matter hereof, and supersedes all previous or contemporaneous agreements, whether written or oral, between you and Eagle Club Systems with respect to the subject matter. The section headings are provided merely for convenience and will not be given any legal import. These Terms of Service will inure to the benefit of our successors and assigns. You may not assign these Terms of Service without our prior written consent. Any information submitted or provided by you to the Services might be publicly accessible. Important and private information should be protected by you.

**IN WITNESS WHEREOF**, the Parties have agreed to the terms of this Agreement as of the Effective Date.

Eagle Club Systems

Pokegama Golf Club

Date  
1/11/2022

Date

Signature  
*Tyler A. Arnold, PGA*

Signature

Printed Name  
Tyler A. Arnold, PGA

Printed Name

Title Founder

Title



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 24, 2022  
**AGENDA ITEM:** Approve purchase of Toro Greensmower  
**PREPARED BY:** Bob Cahill

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**BACKGROUND:**

At the January 18, 2022 Regular Golf Board meeting, the board approved the purchase of a Toro Greensmaster 3150 TriPlex Mower. MSRP on this unit is \$48,972. The City of Grand Rapids is a registered participant with public sector buying group Omnia Partners. (Omnia 1137072)

As an Omnia participant, our price is \$38,198.16 plus tax for a total price of \$40,824.28. Finance Director Barb Baird has reviewed this quote and is satisfied that the Omnia Group pricing satisfies the second bid requirement.

**REQUESTED COUNCIL ACTION:**

Make a Motion to: Purchase the Toro Greensmaster 3150 TriPlex Mower for the tax included price of \$40,824.28. This price includes delivery. This is a 2022 Golf Course budgeted item that will be funded with Pokegama Golf Course Funds.





**MTI Distributing  
Equipment Quote  
November 30, 2021**



**City of Grand Rapids/Pokegama GC**

Quote Expiration Date: 12/30/2021

Qty	Model Number	Description	Omnia Contract Price Each	Omnia Contract Price Extended
1	04358	<i>New <b>TORO GREENSMaster 3150 TriPlex Mower</b>, 18 hp B&amp;S Air-Cooled Gas Engine, 2WD, 14-Blade DPA Cutting Units, Narrow Front Rollers, Joystick Lift/Lower Controls, Grass Baskets, On-Board Backlapping, Guardian Leak Detection &amp; 2-Post ROPS (04358, 04656, 04255)</i>	\$38,198.16	\$38,198.16
			Subtotal	\$38,198.16
			Sales Tax 6.875%	\$2,626.12
			<b>Total</b>	<b>\$40,824.28</b>

City of Grand Rapids is a registered participant with Omnia Partners (Omnia# 1137072)  
 Quote valid for 30 days; pending product availability  
 Net 30 Terms with qualified credit  
 New Toro commercial equipment comes with a two-year manufacturer warranty  
 Equipment delivery and set-up at no additional charge  
 All commercial products purchased by a credit card will be subject to a 2.5% service fee.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

**Ryan Pannhoff**  
**Outside Sales Representative**

[ryan.pannhoff@mtidistributing.com](mailto:ryan.pannhoff@mtidistributing.com)

630-742-9058

**Matt Arntzen**  
**Inside Sales Representative**

[matt.arntzen@mtidistributing.com](mailto:matt.arntzen@mtidistributing.com)

800-492-9972

*I commit to the purchase as detailed on quote above. I reserve the right to opt out of intended purchase at any time prior to scheduled delivery.*

Name:

Signature:

Date:



CITY OF  
**GRAND RAPIDS**  
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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 24, 2022

**AGENDA ITEM:** Approve Trackman Virtual Golf Agreement

**PREPARED BY:** Bob Cahill

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**BACKGROUND:**

At the December 6, 2021 City Council meeting, the council accepted \$7,500 in donations and authorization of payment of the \$7,500 (a 50% down payment. The remaining \$7,500 due 14 days after the date of Delivery, will also be donated) for the creation of a Virtual version of Pokegama Golf Course by the Trackman Company. However, we did not bring the attached Agreement to the council for approval.

This attached agreement will serve to define the general terms and conditions applicable to the relationship between Trackman A/S and Pokegama Golf Course, whereby TrackMan agrees to prepare and develop a virtual version of Pokegama Golf Course and make the Rendering available to the Customers members as further described in the agreement.

**REQUESTED COUNCIL ACTION:**

Make a motion to approve the attached Agreement between Trackman A/S and Pokegama Golf Course/City of Grand Rapids, MN and authorize payment.

## VIRTUAL GOLF COURSE

This agreement will serve to define the general terms and conditions applicable to the relationship between **TrackMan A/S** ("TrackMan") and **Pokegama Golf Course** ("you" or the "Customer") (individually a "Party" and collectively the "Parties", "we" or "us"), whereby TrackMan agrees to prepare and develop a virtual version (the "Rendering") of the Customer's golf course located at **3910 Golf Course Rd. Grand Rapids, MN 55744** (the "Facility") and make the Rendering available to the Customer's members as further described below.

TrackMan undertakes specifically to:

- (a) source the necessary information to create the Rendering (including a drone flyover of the course at the Facility, if data is not available in public records);
- (b) if requested by the Customer, create a data package consisting of 3 pictures per hole (top-down, tee-shot view and looking down from the side) to facilitate the Customer's creation of new course guides, web materials etc.; and

(collectively the "Services")

against your agreement to:

- (a) grant TrackMan access to the Facility, if there is a need to carry out a drone flyover of the course in order to create the Rendering;
- (b) conduct a simple photo survey of the golf course (½ day work by any golf shop staff, see guideline in Appendix A) and provide simple course details to support creation of the Rendering; and
- (c) payment of the Contract Sum (see section 3)

Initials

**1. Time schedule.** TrackMan expects to complete all work required for the Services to be considered delivered on **10.1.2022** ("Completion Date"). The Completion Date is valid for 30 calendar days from the date of this agreement. Beyond that time, TrackMan and the Customer must agree on a new Completion Date.

It usually takes 6-8 weeks to build, test and release the Rendering after (i) the drone flyover has taken place, and (ii) the photo survey has been completed. The ability to hire a qualified drone pilot and agree on proper date for droning with the Customer may therefore affect the Completion Date. TrackMan and the Customer will use commercially reasonable efforts to ensure that key actions and deliverables are completed according to the agreed time schedule.

On Completion Date, TrackMan will share the Rendering in order to allow the Customer to provide feedback. After TrackMan has taken the feedback and made one or more changes, the Customer is allowed one final round of feedback. Based hereon, TrackMan will make final edits and the Rendering will be completed. The Services shall be deemed delivered (the "Delivery") to the Customer upon TrackMan's written notification to the Customer that the Services have been made available.

## **2. License type.**

The Customer hereby grants TrackMan a royalty free license to (i) use the Rendering, including the name of the Facility, in all TrackMan apps, software programs and commercial services, including but not limited to the TrackMan Basic Range App, TrackMan Simulator, the TrackMan Tournament platform, and any type of Broadcast use. This provides TrackMan with the option (but not the obligation) to make the Rendering available to users of TrackMan products, worldwide.

The license is non-terminable for an initial term of 20 years from the Time of Completion (the Initial Term"). The Initial Term is automatically extended with periods of 12 months at the end of the Initial Term and on each annual anniversary hereafter. The license may only be terminated by the Customer without cause with 3 months' prior written notice to TrackMan with effect as of the end of the Initial Term or the end of any subsequent extension period, as the case may be.

## **3. Terms of Payment.**

**Stand-Alone:** In consideration of the Services, the Customer shall pay to TrackMan a contract sum of **USD 15,000** in total, payable in two tranches as follows:

- **USD 7,500** (the "Sign-On Fee") due for payment not later than 14 days after the date of this agreement; and
- **USD 7,500** due for payment not later than 14 days after the date of Delivery.

All amounts are exclusive of any VAT, taxes or duties (e.g. sales tax or import duties). If the Customer is required to make any tax deduction or withholding from any payment to TrackMan under this agreement, the amount of the payment due from the Customer shall be increased to such amount which is necessary to ensure that TrackMan receives a net amount, which (after making the required tax deduction or withholding) equal to the payment which would have been due if no tax deduction or withholding had been required.

In the event of delayed payments interest at a rate of 1 % per commenced month shall accrue on the outstanding amount.

**4. Consequences of termination.** Any rights granted by the Customer to TrackMan under section 2, if any, shall terminate and TrackMan shall remove the Rendering from all TrackMan apps and TrackMan software not later than on the effective date of any termination in accordance with section 2, unless otherwise agreed by the Parties.

**5. Confidentiality.** All information and any physical material provided by TrackMan to the Customer, including information in connection with the execution and completion of the Services shall be considered confidential information of TrackMan, except for information which (i) at the time of the disclosure is in public domain or (ii) after disclosure is published or otherwise becomes part of the public domain through no default or breach of this agreement. The Customer agrees to treat any confidential information of TrackMan as strictly confidential and not to disclose such information except as required by law or as otherwise permitted under this agreement. The Customer's confidentiality obligation shall survive termination of this agreement (whatever the cause).

**6. General limitations of liability.** TrackMan shall in no event be liable for any loss or damage arising, directly or indirectly, from the use of the Services provided by TrackMan, including any product liability, and/or for any indirect or consequential loss or damages of any nature whatsoever, including but not limited to loss of profits, loss of interest or other losses sustained by the Customer or third parties arising out of the use or inability to use the Services.

TrackMan's aggregate liability whether in contract, warranty, tort or otherwise, arising out of or connected with the performance or non-performance of this agreement shall in no event exceed the amount paid by the Customer pursuant to this agreement.

**7. Force Majeure.** The following circumstances shall be considered as grounds for relief if they impede the performance of this agreement or make performance unreasonably onerous: industrial disputes and any other circumstances beyond the control of the parties such as fire, war, acts of God, mobilization or military call up of a comparable scope, seizure, currency restrictions, shortage or failure of transport, general shortage of materials, restrictions in use of power and defects or delays in deliveries by subcontractors and labour disputes.

Notwithstanding the above, either party shall be entitled to immediately terminate this agreement by notice in writing to the other party if performance of this agreement is delayed more than 3 months by reason of any grounds of relief as described above. In case of termination: (a) TrackMan shall immediately cease all further work; (b) TrackMan shall leave the Facility; and (c) TrackMan shall remain entitled to the Sign-On Fee.

**8. Termination for cause.** Either Party shall at any time be entitled to terminate the agreement by prior written notice with immediate effect in the event that:

- (a) the other Party is in material default of its obligations under the agreement (including, for the avoidance of doubt, of any and all default of a payment obligation) and fails to fully remedy the default within 14 calendar days following receipt of written notice describing in reasonable detail such default; or
- (b) the other Party has filed for insolvency, is declared bankrupt, or is adjudicated or found to be, insolvent or stops or suspends payments of its respective debts or is unable to or admits inability to pay its respective debts as they fall due or proposes or enters into any voluntary arrangement or any composition or other arrangement for the benefit of its creditors generally or proceedings are commenced in relation to such Party under any law regulation or procedure relating to reconstruction or adjustment of debt.

**9. Indemnification.** Under no circumstances shall TrackMan be liable for any act, omission, contract, debt or other obligation of any kind of the Customer or any salesman, employee, agent or other person acting for or on behalf of the Customer. The Customer shall indemnify and hold TrackMan harmless from any and all claims, liabilities, losses, damages or expenses (including reasonable attorneys, fees and costs) arising directly or indirectly from, as a result of, or in connection with, the Customer's operation of its business.

**10. Sub-contractors.** TrackMan is entitled to use subcontractors, provided that TrackMan shall be responsible for the acts or defaults of any subcontractor as if they were acts or defaults of TrackMan and TrackMan shall ensure that its subcontractors perform all work in a good and workmanlike manner consistent with the work of TrackMan's direct employees.

**11. Assignment.** The agreement and the rights and obligations thereunder may not be assigned, in whole or in part, by the Customer without the consent of TrackMan or by operation of law.

**12. Governing law and Venue.** This agreement shall be governed by and constructed in accordance with the laws of Denmark, excluding its provisions concerning private international law. The District Court in Copenhagen (in Danish: *Københavns Byret*) shall have exclusive jurisdiction with respect to any dispute arising out of or in connection with this Agreement.

Notwithstanding the above, TrackMan shall have the right to commence enforcement procedures concurrently with or in addition to proceedings in Denmark or without commencing proceedings in Denmark.

If you are in agreement with all of the above terms, please sign where indicated below and return a full-executed copy to me for our records.

Sincerely,  
**TrackMan A/S**

---

Sebastian Eldrup Jorgensen  
Business Development

Agreed and accepted on behalf of **Pokegama Golf Course:**

Date: \_\_\_\_\_

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Dale Christy  
Mayor

## APPENDIX A – PHOTO SURVEY SPECIFICATIONS

### VIRTUAL GOLF COURSE

*Instructions on gathering the required ground level photographic images in order to create lifelike Renderings of golf courses for visualization and simulation purposes. No specialized equipment is required, and the imagery can be gathered using a modern mobile phone camera or small compact. Please upload photos to a Dropbox, OneDrive or use WeTransfer.*

#### **On each hole, we need photos from the following positions:**

- Hole sign tee and unique detail such as steps, fences etc.
- Back tee looking towards fairway
- Each tee: straight ahead, 40 degree left, 40 degrees right, photo from rear tee facing away from the hole showing the area behind the tee
- Start of fairway looking towards green
- From fairway looking towards the green
- From green approach looking towards green (keeping bunkers in view as possible)
- Each green area showing bunkering, green slopes and terrain slopes and vegetation surrounding it.
- Other areas of interest such as distinctive trees, water hazards, streams, rivers and surrounding vegetation etc.
- Each bunker on the course from varied angles to best show the structure and shape
- Multiple photos of the different grasses on the course and native grass areas

#### **Additional photos:**

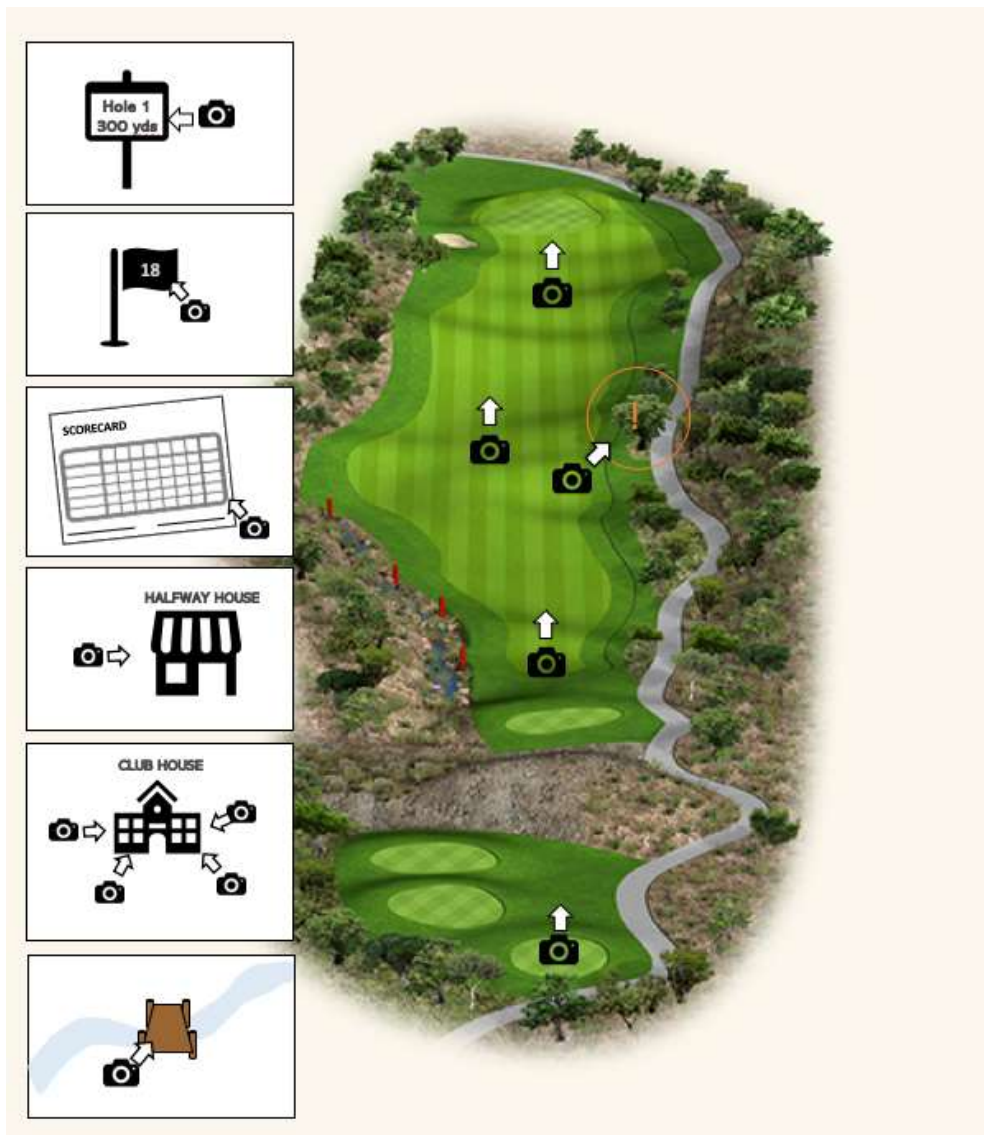
- Scorecard displaying distances and par etc
- Close up photo of the green flag
- Any buildings on the course or adjacent to it, such as rest huts, halfway house etc and any other features or signage
- Clubhouse pictures, 'face on' from front, both sides, back, plus any other photographs which might help us in regard to smaller details. If the clubhouse is complicated with many different roofs and buildings take as many photographs as possible to highlight the different sections of the building. Please also include angles you will see while playing the course.
- Panorama of the course showing as much as possible only distant terrain such as hills, mountains, ocean - whatever surrounds the course. These we will stitch together to form a 360-degree panorama of the surrounding area. Avoid obstructions, close vegetation and course features as much as possible.



It's not necessary to take these panorama photos all from one place as it's likely that the surrounding vegetation will obscure certain directions if done this way. It's best to take photos of the distance terrain whenever there is a clear view and then we can piece them together in Photoshop later

**Photo Survey specification (Range):**

- Photos taken from each end of the range - Straight ahead
- Photos taken at +/- 50 yard intervals along the hitting areas as above
- Photos of the general vegetation along the side and end of the range
- Photos of any notable manmade objects on the range such as yardage markers or netting etc



The TrackMan course creation team works tirelessly to build the most stunning and accurate courses. The course build will include the clubhouse (as seen from the course, not interior etc) and any important buildings on the golf course itself such as the 'half-way house'.

Other structures such as bridges, decorative walls, ball washers, benches, on course 'rest rooms' etc. will be represented by generic structures unless otherwise agreed beforehand. Buildings around the outside of the course will also be represented by generic models unless the buildings are agreed to be important to the history and image of the club.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 24, 2022

**AGENDA ITEM:** Approve purchase of Turfwerks Topdresser

**PREPARED BY:** Bob Cahill

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### BACKGROUND:

At the January 18 Regular Golf Board Meeting the board approved the purchase of a Turfco Mete-R-Matic IV Topdresser for the price of \$12,584.53. This is a piece of equipment that is used only a handful of times per season and will last us 20 years plus. The limited use will allow us to share this piece of equipment with Sugar Lake Lodge(SLL). We will be drawing up a lease agreement that will call for payment from SLL to Pokegama of 50% of the purchase price in 2022 and also an equal split annually of any maintenance expense parts and labor. We will be asking Mr. Sterle to draw this up for us. This item has been budgeted at \$6,000 on our CIP list.

With the lease funds coming from SLL the expense will be \$6,292.

This is a unique item that has features that other topdressers do not have. Additionally Turfwerks is the only dealer in our Region. Thus a second bid is not required. (Reviewed and approved by Finance Director Barb Baird)

### REQUESTED COUNCIL ACTION:

Make a Motion to: Approve the purchase a Turfco Mete-R-Matic IV from Turfwerks for the tax included price of \$12,584.53. This includes delivery. This is a 2022 Golf Course budgeted item that will be paid for with golf course funds.

# TurfWerks

PARTNERS IN GROWTH

Johnston, IA -- Oakdale, MN -- St. Louis, MO -- Omaha, NE

## Equipment Quote

<b>Customer Name</b>	Pokegama Golf Course	<b>Date</b>	1/3/2021
<b>Account Number</b>		<b>Ship Address</b>	
<b>Contact Person</b>	Steve Ross	<b>City</b>	Grand Rapids
<b>Phone Number</b>	218-360-2455	<b>State</b>	MN
<b>Email Address</b>	<a href="mailto:sross@ci.grand-rapids.mn.us">sross@ci.grand-rapids.mn.us</a>	<b>Zip Code</b>	
<b>Fax Number</b>		<b>Auth. Signer</b>	

PO Number  \_\_\_\_\_ Salesman Number \_\_\_\_\_

Deliver Date  \_\_\_\_\_ Special Terms \_\_\_\_\_

MODEL #	QTY	PRODUCT DESCRIPTION	UNIT PRICE	TOTAL
85417	1	<b>Turfco Mete-R-Matic IV</b>	\$ 11,775.00	\$ 11,775.00
		Top Dresser, Ground Driven, Includes Straight Tow Bar		
		1 yd3 (0.76 m3) Hopper Capacity		

<i>Subtotal</i>	\$ 11,775.00
<i>Sales Tax</i>	\$ 809.53
<b>TOTAL</b>	<b>\$ 12,584.53</b>

*Notes*

*Based on sales tax rate of 6.875%*

*Pricing valid for 30 days*





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 24,2022

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

**PREPARED BY:** Barb Baird

---

### **BACKGROUND:**

The City adopted the 2021 budget on December 21, 2020. The budget included an operating transfer in the amount of \$31,776 from the General Fund to the Special Revenue Fund-Domestic Animal Control Facility. Our actual revenues were less than budgeted, so the operating transfer is \$37,778. The budget also included an operating transfer in the amount of \$45,020 from the General Fund to the Special Revenue Fund-Central School. The actual revenues for Central School less than budgeted, so the required operating transfer is \$50,716. The overages are mainly due to COVID-19.

### **REQUESTED COUNCIL ACTION:**

Make a motion adopting a resolution approving budgeted transfers from the General Fund to Special Revenue Funds-Domestic Animal Control Facility in the amount of \$37,778 and transfer from the General Fund to the Special Revenue Fund-Central School in the amount of \$50,716 as of December 31, 2021.

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

RESOLUTION NO. 22-

A RESOLUTION AUTHORIZING THE FOLLOWING BUDGETED OPERATING TRANSFERS FROM THE GENERAL FUND TO THE SPECIAL REVENUE FUND- DOMESTIC ANIMAL CONTROL FACILITY (DACF) IN THE AMOUNT OF \$37,778 AND A TRANSFER FROM THE GENERAL FUND TO SPECIAL REVENUE FUND-CENTRAL SCHOOL IN THE AMOUNT OF \$50,716 AS OF DECEMBER 31, 2021

WHEREAS, on December 21, 2020, the Grand Rapids City Council approved the 2021 budgets that included operating transfers. The DACF transfer increased by \$6,002, due to COVID-19 preventing it to be open part of the year. The Central School transfer increase by \$5,696, from losing tenants due to COVID-19,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes the following budgeted operating transfers as of December 31, 2021:

- \$37,778 from the General Fund to the Special Revenue Fund- Domestic Animal Control Facility, and
- \$50,716 from the General Fund to the Special Revenue Fund-Central School

Adopted this 14th day of February 2022.

\_\_\_\_\_  
Dale Christy, Mayor

Attest:

\_\_\_\_\_  
Kim Gibeau, City Clerk

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 24<sup>th</sup> , 2022

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

**PREPARED BY:** Matt Wegwerth

### BACKGROUND:

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

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

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

### REQUESTED COUNCIL ACTION:

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

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

RESOLUTION NO. 22-

**RESOLUTION DECLARING A CLIMATE EMERGENCY IN GRAND RAPIDS, MINNESOTA**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

Adopted by the Council this 24<sup>th</sup> day of January, 2022

\_\_\_\_\_  
Dale Christy, Mayor

ATTEST:

\_\_\_\_\_  
Kim Johnson-Gibeau, City Clerk

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 24, 2022

**AGENDA ITEM:** Consider designating Community Festivals for the City of Grand Rapids

**PREPARED BY:** Kimberly Gibeau

### BACKGROUND:

The City of Grand Rapids hosts several events annually and would like to officially designate the following events as 'Community Festivals.' Also noted are the months in which the events are typically held, though this is subject to change.

February	Frozen Fairways Golf Classic
June	Judy Garland Festival
July	Northern MN Swap Meet & Car Show Grand Jam
August	Tall Timber Days Itasca County Fair
September	Grand Rapids Riverfest
December	Winterglow Festival

### REQUESTED COUNCIL ACTION:

Make a motion to designate Community Festivals as noted and authorize the City Administrator to designate events in the future.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 1-24-2021

**AGENDA ITEM:** Consider a resolution requesting amendments to Local Sales and Use Tax Authorization

**PREPARED BY:** Tom Pagel

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### **BACKGROUND:**

During the 2021 Legislative Session, the City acquired authorization to conduct a referendum for our citizens to consider the approval of a local sales and use tax (LST). The LST, if approved would collect \$5,980,000 at one-half percent to pay for improvements at the IRA Civic Center.

Since legislative approval, design documents have been finalized and the opinion of cost has increased due to inflation and additional recognized needs. As a result it is recommended to ask for an amendment to the legislation, increasing the LST collection amount to \$10,600,000. The resolution is attached.

### **REQUESTED COUNCIL ACTION:**

Make a motion to consider a resolution requesting amendments to Local Sales and Use Tax Authorization.

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

RESOLUTION NO. 22-\_\_

**A RESOLUTION REQUESTING AUTHORIZATION FROM THE STATE TO IMPOSE A LOCAL SALES AND USE TAX IN THE CITY OF GRAND RAPIDS**

WHEREAS, the City of Grand Rapids has an emergency need to replace the structurally deficient roof, refrigeration, ADA improvements, HVAC systems, and associated appurtenances, at the IRA Civic Center, and

WHEREAS, the City is requesting authorization from the State of Minnesota to impose a Local Sales and Use Tax of up to 0.5% for up to twelve years or \$10,600,000 dollars, whichever comes first, to fund the local share of the project cost; and

WHEREAS, there is only one project, located at the IRA Civic Center in Grand Rapids, MN, which includes the replacement of the structurally deficient roof, refrigeration, HVAC systems, ADA improvements, and associated appurtenances; and

WHEREAS, the University of Minnesota, in preparing the 2011 Retail Trade Analysis Grand Rapids & Itasca County, has estimated that 55% of the Local Sales Generated would be from Non-Residents of Grand Rapids; and

WHEREAS, the ISD 318, a major tenant of the IRA Civic Center, conducting over 36 events per year, has an enrollment of 60.2% students who are not residents of the City of Grand Rapids; and

WHEREAS, the Grand Rapids Amateur Hockey Association, another major tenant of the facility, has 64.7% of members who are not residents of the City of Grand Rapids; and

WHEREAS, the IRA Civic Center serves as a county-wide Emergency Shelter, a temporary Fire Hall, a polling facility for multiple precincts, and could be utilized as a staging area/headquarters for 100 to 150 State Agency employees during emergency safety events; and

WHEREAS, the IRA Civic Center host non-profit regional events like Minnesota Assistance Council for Veterans, Itasca County Community Connect, Itasca County Sherriff's Department – Lifted Trucks, Car Seat Safety Training, MS Walk, and Children's Mental Health 5k, without a rental fee; and

WHEREAS, the University of Minnesota, in 2018 prepared an Economic Impact study for the IRA Civic Center. It identified those traveling more than 50 miles to utilize the facility for trade shows, performances, and other regional events, generate over \$3.3 million in Gross Output, supports 48 full and part-time jobs, and \$1.7 million in Value Added; and

NOW, THEREFORE, BE IT RESOLVED, IN ACCORDANCE WITH M.S. 297A.99 LOCAL SALES TAXES, BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA:

1. The City Council hereby requests that the State authorize a Local Sales and Use Tax of up to one-half percent (0.5%); and
2. The revenue from the local sales and use tax will be used for the IRA Civic Center in Grand Rapids, MN, which includes the replacement of the structurally deficient roof, refrigeration, HVAC systems, ADA improvements, and associated appurtenances; and
3. The IRA Civic Center is regionally significant, with utilization by over 60% of non-City of Grand Rapids residents; and

- 4. The amount of local sales and use tax revenue utilized for the IRA Civic Center would not exceed \$10,600,000 or up to twelve years, whichever comes first; and
- 5. The IRA Civic Center is the only project requested for a local sales and use tax.

Adopted by the Council this 24<sup>th</sup> day of January, 2022.

\_\_\_\_\_  
Dale Christy, Mayor

ATTEST:

\_\_\_\_\_  
Kim Johnson-Gibeau, City Clerk

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 1-24-2021

**AGENDA ITEM:** Consider an amendment to the professional services agreement with ICS for the IRA Civic Center

**PREPARED BY:** Tom Pagel

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### **BACKGROUND:**

The original professional services agreement with ICS for the IRA Civic Center was based on a construction cost of \$8,121,316. During the design phase it was determined that the project scope needed to be expanded primarily in the mechanical, electrical, and structural, areas of the project. In addition, the construction portion of the project has been delayed. The current opinion of cost for construction is \$11,768,829.

Attached is an amendment to the professional services agreement that covers the additional engineering expenses.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve an amendment to the professional services agreement with ICS for the IRA Civic Center.


**AIA® Document G802™ – 2017**
***Amendment to the Professional Services Agreement***

**PROJECT:** *(name and address)*  
«IRA Civic Center 2022 »

**AGREEMENT INFORMATION:**  
Date: December 21, 2020

**AMENDMENT INFORMATION:**  
Amendment Number: 002  
Date: January 11, 2022

**OWNER:** *(name and address)*  
«City of Grand Rapids »  
«420 North Poekagama Avenue »  
«Grand Rapids, MN 55744 »

**ARCHITECT:** *(name and address)*  
«ICS »  
«1331 Tyler Street N.E., Suite 101 »  
«Minneapolis, MN 55413 »

The Owner and Architect amend the Agreement as follows:

The Owner has added additional scope for Architectural, Structural, and MEP disciplines for an estimated Construction total of \$11,187,213 (includes Contingency). \$8,121,316 was the original Construction Budget (includes Contingency). Civil Engineering, Dasher Board systems, and Furniture remain by Owner. Additionally, the Schedule was postponed and is further clarified below.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:  
\$1,746,420 = Original Agreement  
\$0 = Amendment 1  
\$220,000 = This Amendment 2  
\$1,966,420 = Updated Agreement

Schedule Adjustment:

- > Trusses RFP Documents & Solicitation updated Schedule is: February 2022 to April 2022
- > Bidding Documents: changed from July 9, 2021 delivery to July 2022 thru September 2022
- > Start Construction changed to April 2023
- > Substantial Completion changed to November 3, 2023

**SIGNATURES:**

ICS  
\_\_\_\_\_  
**ARCHITECT** *(Firm name)*

City of Grand Rapids  
\_\_\_\_\_  
**OWNER** *(Firm name)*

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINTED NAME AND TITLE**

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**PRINTED NAME AND TITLE**

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**DATE**

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**DATE**





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 24, 2022

**AGENDA ITEM:** Consider conducting the Public Hearing for CP 2003-18, 21<sup>st</sup> Street SW Extension.

**PREPARED BY:** Matt Wegwerth

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### BACKGROUND:

The project includes the construction of 0.50 miles of a new roadway, multi-use trail connecting the southwest area of Grand Rapids to the commercial district along Trunk Highway 169, storm sewer, sanitary sewer, water main, street lights, sidewalks and associated appurtenances. In order to proceed with the project, the City Council must conduct a Public Hearing. The Public Hearing for this project is scheduled for 5:30 p.m. in the Council Chambers on January 24, 2022.

### REQUESTED COUNCIL ACTION:

Conduct the Public Hearing for CP 2003-18, 21<sup>st</sup> Street SW Extension.



# **21<sup>st</sup> Street SW Extension Project**

## **City Project 2003-18**

**Preliminary Public Hearing**  
**January 24, 2022**

**GRAND RAPIDS**  
**IT'S IN MINNESOTA'S NATURE**



# 21<sup>st</sup> Street SW Extension Project Preliminary Public Hearing January 24, 2022

Item 25.

## AGENDA

1. Agenda
2. City's Capital Improvement Plan
3. Project Overview
4. Special Assessment Policy
5. Q & A



# 21<sup>st</sup> Street SW Extension Project Preliminary Public Hearing **City's Capital Improvement Plan**

Item 25.

The 5-year CIP provides a consistent process for identifying and prioritizing needed capital projects, including the infrastructure projects that are required to maintain the City's street network.

Having a 5 Year CIP the City can budget and provide consistent funding to maintain the City street network.



# 21<sup>st</sup> Street SW Extension Project Preliminary Public Hearing

Item 25.

## City's Capital Improvement Plan

City of Grand Rapids, Minnesota  
*Amended Capital Improvement Plan*  
2022 thru 2026

**PROJECTS BY YEAR**

Project Name	Department	Project #	Priority	Project Cost
<b>2022</b>				
21st St SW (3rd Ave to Horseshoe Lk Rd)	Engineering	2022/2003-18	1	2,627,986
7th Ave SE - overlay	Engineering	2022/2017-2	1	945,000
Hwy 2 Lighting Replacement	Engineering	2022/2022-1	1	401,000
Hwy 2 West Trail Crossing	Engineering	2022/2022-2	2	232,000
7th Ave SE Roundabout	Engineering	2022/2022-3	2	240,000
Industrial Park Infrastructure	Engineering	2022/2022-4	1	3,000,000
Forest Lake Utility Extension	Engineering	2022/2022-5	1	450,000
<b>Total for 2022</b>				<b>7,895,986</b>
<b>2023</b>				
6th Avenue NW (4th St to 5th St)	Engineering	2023/2016-1	1	416,000
Black 19 Improvements	Engineering	2023/2018-1	1	1,719,621
GR/Cohasset Connection Trail, Phase 1 and 2	Engineering	2023/2019-2	1	981,108
<b>Total for 2023</b>				<b>3,116,729</b>
<b>2024</b>				
3rd Ave NE (4th - 8th) & 7th St NE (3rd - 5th)	Engineering	2024/2010-1	1	1,505,475
City Wide Overlays - Rural	Engineering	2024/2013-2	1	588,500
City Wide Overlays-Urban (Hilltop)	Engineering	2024/2014-3	1	1,149,428
City Wide Overlays-Sylvan	Engineering	2024/2015-1	1	1,824,424
10th St NE (3rd Av to CDS)	Engineering	2024/2018-3	1	160,000
11th St NE (2nd Av - 3rd Av)	Engineering	2024/2018-4	1	295,000
<b>Total for 2024</b>				<b>5,522,827</b>
<b>2025</b>				
NW Street Reconstruction	Engineering	2025/2016-1A	1	1,439,376
City Wide Overlays	Engineering	2025/2016-2	1	470,000
Ha-Cw Neighborhood, Phase 1	Engineering	2025/2021-1	1	2,021,100
City Wide Overlay - SE Neighborhood	Engineering	2025/2023-1	1	700,000
<b>Total for 2025</b>				<b>4,630,476</b>
<b>2026</b>				
2nd Ave SE (10th St - 11th St)	Engineering	2026/2002-4	1	322,408
5th Ave NE (TH 2 to 5th St)	Engineering	2026/2007-5	1	428,519
6th St NE (2nd Ave - 3rd Ave)	Engineering	2026/2012-1	1	1,652,740
Elide Drive Extension	Engineering	2026/2012-5	5	897,130
11th Ave NE (5th St NE - 7th St NE)	Engineering	2026/2020-1	1	930,000
Ha-Cw Neighborhood, Phase 2	Engineering	2026/2021-1	1	2,021,100
<b>Total for 2026</b>				<b>6,251,997</b>
<b>GRAND TOTAL</b>				<b>27,417,965</b>





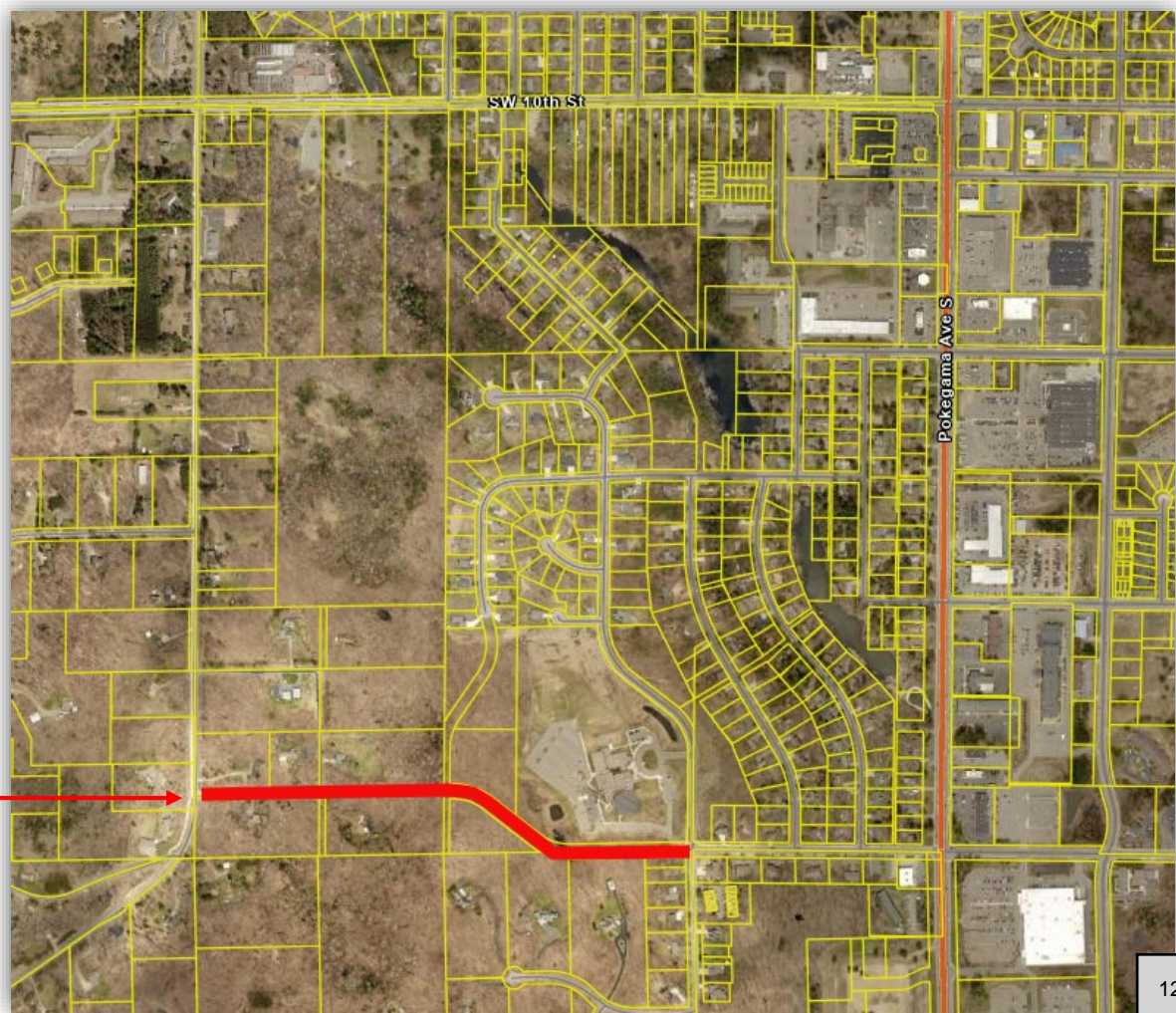
# 21<sup>st</sup> Street SW Extension Project

## Preliminary Public Hearing

### Project Overview

### Location

21<sup>st</sup> Street SW





# 21<sup>st</sup> Street SW Extension Project Preliminary Public Hearing **Project Overview**

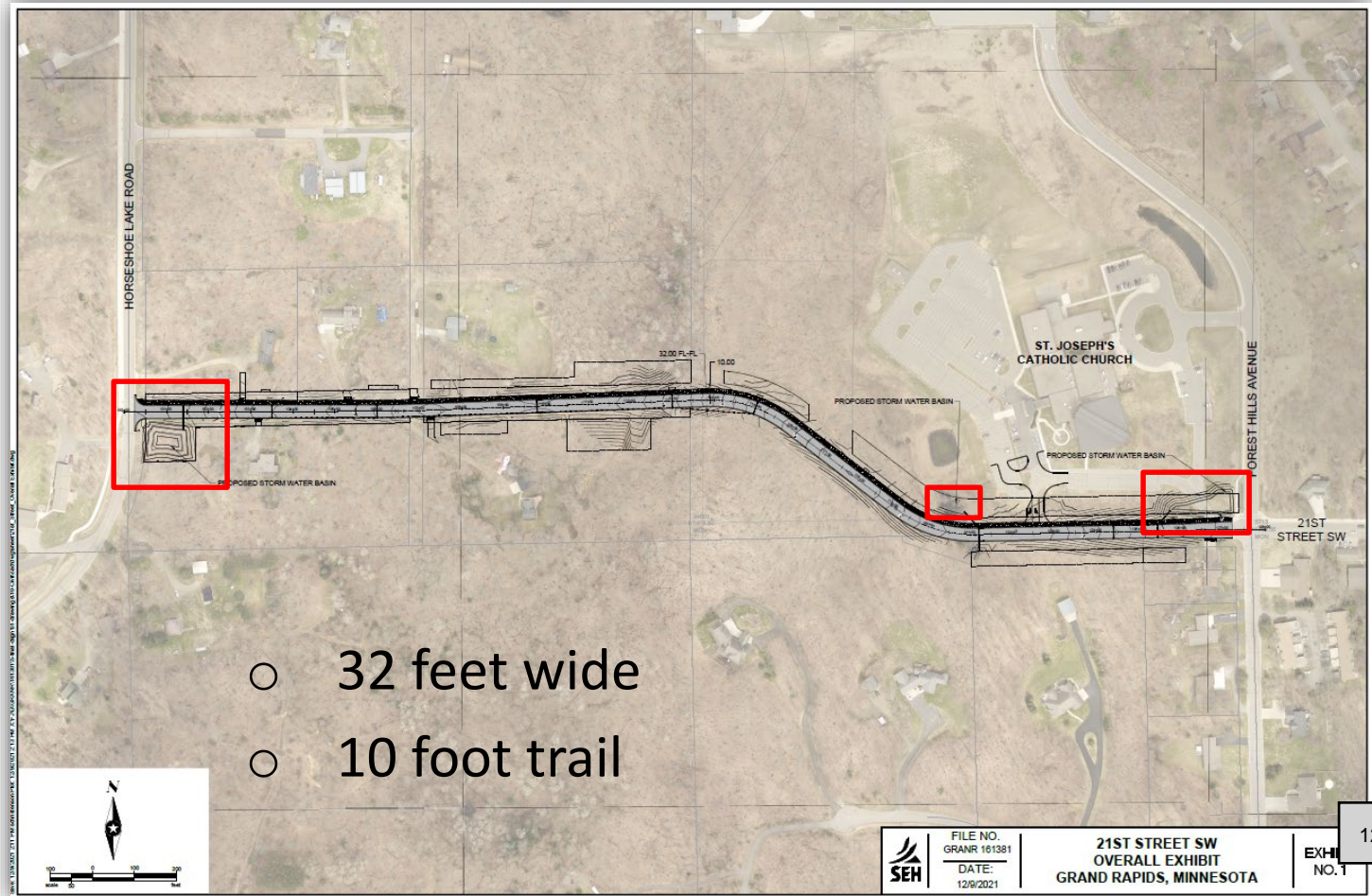
Item 25.

## Project Consists of:

- Street reconstruction and extension
- Trail construction
- Storm Sewer Main, Catch Basin/Lead construction
- Watermain and Sanitary Sewer construction
- Street Light installation



## Project Overview – Street and Storm 21st Street SW



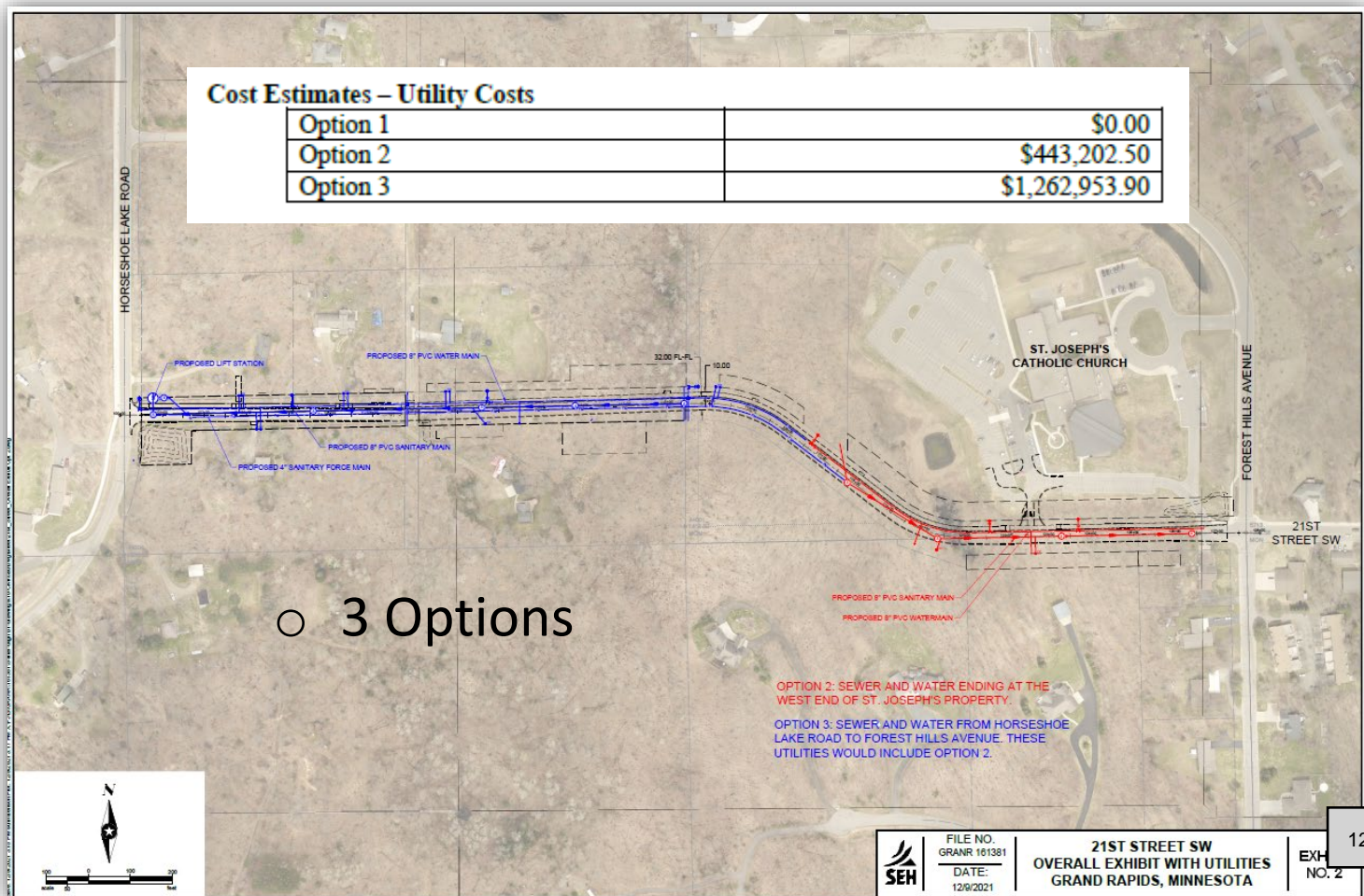




# 21<sup>st</sup> Street SW Extension Project Preliminary Public Hearing

## Project Overview - Utilities

### 21st Street SW





# 21<sup>st</sup> Street SW Extension Project Preliminary Public Hearing

## Project Overview

### Costs and Funding Summary

<b>Project Cost</b>					
<b>CONSTRUCTION COST</b>	\$1,892,185	<b>Street Lighting</b>		<b>Assessments Funding</b>	
<b>10% CONTINGENCY</b>	\$189,218	<b>Construction Cost</b>	\$50,472		
<b>ENGINEERING</b>	\$378,437	<b>Non- Construction</b>	\$20,007	<b>New Roadway Construction - Urban</b>	\$111,688
<b>LEGAL/PUBLISHING/EASE</b>	\$5,000	<b>Total Storm Sewer</b>	\$70,479	<b>New Utility Construction</b>	\$476,067
<b>EASEMENTS</b>	\$35,490			<b>Total</b>	\$587,755
<b>ADMINISTRATION</b>	\$37,844	<b>Sanitary Sewer Main</b>			
<b>COST OF ISSUANCE</b>	\$75,687	<b>Construction Cost</b>	\$124,720	<b>City Assessments (not collectable)</b>	\$2,459.98
<b>ARTS AND CULTURE</b>	\$28,383	<b>Non- Construction</b>	\$49,439		
<b>Total Project Cost</b>	\$2,642,244	<b>Total Sanitary - GRPU</b>	\$174,159		
<b>% Non-Construction</b>	39.64%			<b>Funding</b>	
		<b>Sanitary Sewer Service</b>		<b>Assessments*</b>	\$ 585,295
		<b>Construction Cost</b>	\$15,760	<b>GRPU - Sanitary</b>	\$ -
<b>Streets</b>		<b>Non- Construction</b>	\$6,247	<b>GRPU - Water</b>	\$ -
<b>Construction Cost</b>	\$1,189,807.50	<b>Total Sanitary Services</b>	\$22,007	<b>LRIP Grant</b>	\$ 1,250,000
<b>Non- Construction</b>	\$471,638			<b>Local</b>	\$ 667,448
<b>Total Streets</b>	\$1,661,445	<b>Water Main</b>		<b>IRRRB Regional Trails</b>	\$ 139,500
		<b>Construction Cost</b>	\$182,185	<b>Total</b>	\$2,642,244
<b>Storm Sewer</b>		<b>Non- Construction</b>	\$72,218		
<b>Construction Cost</b>	\$310,980	<b>Total Water Main</b>	\$254,403	*Assessments will be covered by CARES funds until payment is made	
<b>Non- Construction</b>	\$123,272				
<b>Total Storm Sewer</b>	\$434,252	<b>Water Services</b>			
		<b>Construction Cost</b>	\$18,260		
		<b>Non- Construction</b>	\$7,238		
		<b>Total Water Services</b>	\$25,498		



# Project Funding

- LRIP Grant = \$1,250,000
- IRRRB Trails Grant = \$139,500
- Municipal State Aid Construction = \$667,448
- Assessments = \$585,295
  
- Total Project Cost = \$2,642,244



# 21<sup>st</sup> Street SW Extension Project Preliminary Public Hearing **Special Assessment Policy**

Item 25.

CITY OF GRAND RAPIDS  
**SPECIAL ASSESSMENT POLICY**



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

Date:

Adopted: November 11, 1993  
Amended: April 26, 2004  
Amended: October 24, 2005  
Amended: December 8, 2008  
Amended: December 6, 2021

## **Reconstruction Improvements:**

The City does not assess for infrastructure that is replaced, rehabilitated or maintained

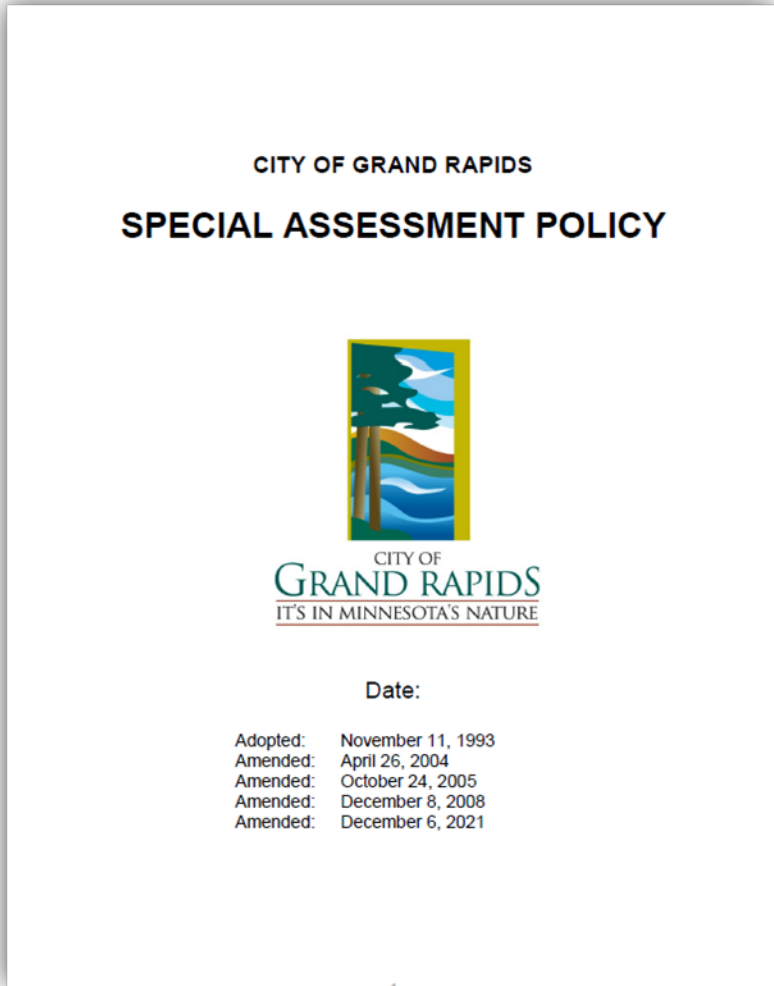
## **New Improvements:**

The City will assess 100% of the cost of the improvement



# 21<sup>st</sup> Street SW Extension Project Preliminary Public Hearing **Special Assessment Policy**

Item 25.



When determining the amount assessed, 3 parts are included:

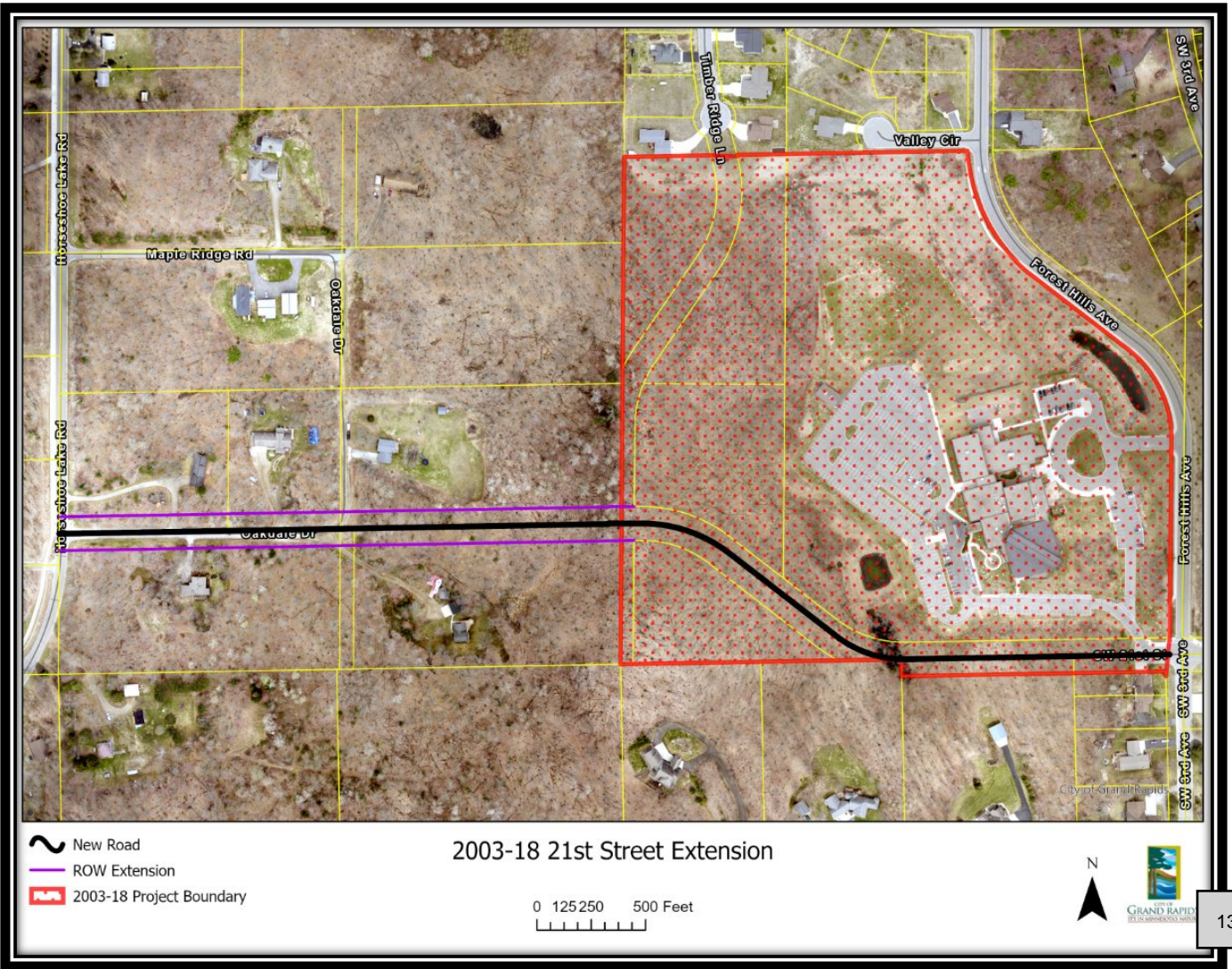
- Benefit Boundary
- Assessment Rates
- Assessment Lengths





# 21<sup>st</sup> Street SW Extension Project Preliminary Public Hearing **Special Assessment Policy**

Benefit  
Boundary





# 21<sup>st</sup> Street SW Extension Project

## Preliminary Public Hearing

### **Special Assessment Policy**

Item 25.

#### Urban Residential Property Assessments

- ***New Construction Projects*** – use the TCI method (typical construction items) to determine the cost of a typical residential street project and then assess **100%** of that cost to those properties in the project benefit area.



# 21<sup>st</sup> Street SW Extension Project

## Preliminary Public Hearing

### Special Assessment Policy

Item 25.

Special  
Assessment  
Policy

Urban  
Residential  
Street Rate  
Calculations

Residential Street TCI Assessment Calculation					
Total Length of Project in feet	1400.00				
Standard 32' Wide Street					
Description	Unit	Quantity Per LF	Total Quantity	Opinion of Cost Unit Price	Total Opinion of Cost
Remove Curb & Gutter	LF	0.00	0.00	\$5.00	\$0
Remove Bituminous Pavement	SY	0.00	0.00	\$3.50	\$0
Sawcut Bituminous	LF/LF	0.21	298.20	\$3.00	\$895
Common Excavation	CY/LF	0.65	907.20	\$4.00	\$3,629
Aggregate Base Class 5 (road)	CY/LF	0.65	907.20	\$32.00	\$29,030
B618 Concrete Curb & Gutter	LF/LF	2.00	2800.00	\$20.00	\$56,000
Type 61 Bituminous Wear (1")	TON/LF	0.19	259.00	\$90.00	\$23,310
Type 31 Bituminous Base (3")	TON/LF	0.53	744.80	\$90.00	\$67,032
4" Concrete Sidewalk w/4" agg base	SF/LF	0.56	778.40	\$4.50	\$3,503
Sod, Type Lawn (includes 3" topsoil)	SY/LF	1.33	1866.20	\$4.00	\$7,465
Mobilization	LS	0.00	1.00	\$14,400.00	\$14,400
Contractor Staking	LS	0.00	1.00	\$2,400.00	\$2,400
Traffic Control	LS	0.00	1.00	\$600.00	\$600
Residential TCI Cost					\$208,263
Non Construction Cost					\$61,729
Total Project TCI Cost					\$269,992
100% Assessed					\$269,992
Total Assessable Footage					4390.00
<b>Assessment Rate per Foot</b>					<b>\$61.5017</b>
<b>Total Reconstruction Assessable Footage</b>					<b>1,776</b>
<b>Total Assessment Rural Reconstruct</b>					<b>109,231</b>





# 21<sup>st</sup> Street SW Extension Project Preliminary Public Hearing **Special Assessment Policy**

Assessment  
Length  
Determination

Typically the  
narrower  
dimension of  
the parcel





# 21<sup>st</sup> Street SW Extension Project

## Preliminary Public Hearing

### Special Assessment Policy

Item 25.

## Individual Assessment Notice

1/19/2022

**PRELIMINARY OPINION OF ASSESSMENT**  
City Project No. 2003-18 SW 21st Street Extension

The following details provide information about the property being assessed and how those assessments were calculated. The amounts shown are based on actual construction costs.

**Property Owner** CITY OF GRAND RAPIDS  
420 N POKEGAMA AVE  
GRAND RAPIDS MN 55744  
OR CURRENT PROPERTY OWNER

**Property Description** N 40' OF THE E 1/2 OF NE NE LESS E 257.80'  
SECTION: 32 TOWNSHIP: 55 RANGE: 25

**Preliminary Total Assessment** \$ 12,945.57

**County Tax ID Number:**  
91-032-1187

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**Preliminary Assessment Calculations**

Type of Construction	Rate of Assessment	Assessible Ft/Acre/Unit	Multiplier	Assessed Amount
URBAN RESIDENTIAL NEW STREET	\$ 61,5000	40.00	1.00	\$2,459.98
MISCELLANEOUS CONSTRUCTION UTILITY ASSESSMENT				\$10,485.59
<b>Preliminary Total Assessment</b>				<b>12,945.57</b>



# 21<sup>st</sup> Street SW Extension Project

## Preliminary Public Hearing

### Special Assessment Policy

#### How Assessments Get Paid

- When Project is complete you will receive a final assessment notice.
- You have 30 days to prepay all or a portion of your assessment with no interest.
- If you elect to not prepay, assessments are then spread over 15 years and will appear on your 2023 property tax statement.
- In the Fall of 2009 the Council changed the policy to not add 2% on top of bond interest – same interest rate as City gets on bond.
- Terms of 15 years, 2.94% annual interest (approx. rate)

\$500	equals	\$ 41.70 /Year
\$1,250	equals	\$ 104.25 /Year
\$2,500	equals	\$ 208.51 /Year
\$5,000	equals	\$ 417.02 /Year
\$8,000	equals	\$ 667.23 /Year



# 21<sup>st</sup> Street SW Extension Project Preliminary Public Hearing

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## Schedule

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Council orders Feasibility Report	June 28, 2021
City staff holds Neighborhood Meeting	Not held due to COVID
Council to accept Feasibility Report and call for Public Hearing	December 20, 2021
<b>Council to hold Public Hearing and order plans</b>	<b>January 24, 2022</b>
Council to consider accepting plans and authorize Ad for Bid	February 28, 2022
Council to consider awarding a construction contract	April 11, 2022
Construction	May – August 2022
Council to consider holding proposed assessment Public Hearing	October 2022
Assessments levied to County for 2022	November 2022

# 21<sup>st</sup> Street SW Extension Project Preliminary Public Hearing



Construction  
Updates

Website

Social Media

Gallery Map Scene Groups

**Contact Us**  
 Mike LeClaire GIS Coordinator phone 218-326-7623, or by [email](#).  
 Seth Jetland GIS Technician phone 218-326-7649, or by [email](#).

 <b>ZONING</b> Firearms Zone Map Future Land Use Zoning Map	 <b>PARKS &amp; RECREATION</b> Parks and Trails Parks Information	 <b>CAPITAL IMPROVEMENTS &amp; CONSTRUCTION</b> Capital Improvement Projects Current Construction Projects	 <b>TRANSPORTATION &amp; ROAD MAINTENANCE</b> Arrowhead Transit Road Restrictions Snow & Ice Removal	 <b>UTILITIES</b> Storm Sewer
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PDF

- [ATV Restrictions](#)
- [Firearms Zones](#)
- [Downtown Parking](#)
- [Voting Map](#)
- [Zoning](#)





21<sup>st</sup> Street SW Extension Project  
Preliminary Public Hearing  
January 24, 2022

Item 25.

Questions?





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 24, 2022

**AGENDA ITEM:** Consider adopting a resolution ordering CP 2003-18, 21<sup>st</sup> Street SW Extension and the plans and specifications for the project to be completed.

**PREPARED BY:** Matt Wegwerth

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### **BACKGROUND:**

Once the Public Hearing is complete for CP 2003-18, 21<sup>st</sup> Street SW Extension, the City Council may consider ordering the project and the plans and specifications. The attached resolution accomplishes this task. Please note that a 4/5<sup>th</sup> Council vote is required for approval because the Council initiated the project.

### **REQUESTED COUNCIL ACTION:**

Make a motion adopting a resolution ordering CP 2003-18, 21<sup>st</sup> Street SW Extension and the plans and specifications for the project to be completed.

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

RESOLUTION NO.22-\_\_

**A RESOLUTION ORDERING IMPROVEMENT OF AND PLANS AND SPECIFICATIONS FOR THE 21<sup>st</sup> Street SW Extension City Project 2003-18**

WHEREAS, Resolution 21-108 of the City Council dated the 20<sup>th</sup> day of December, 2021, accepted the Feasibility Report for the 21<sup>st</sup> Street SW Extension; and

WHEREAS, the construction within the right of way and utility or alley easements from Forest Hills Avenue to Horseshoe Lake Road, by constructing streets, multi-use trail, storm sewer, sanitary sewer, water main, street lights, sidewalks and associated appurtenances; and

WHEREAS, the construction described in the Feasibility Report for 21<sup>st</sup> Street SW Extension is the most cost effective solution; and

WHEREAS, a resolution of the City Council adopted the 20<sup>th</sup> day of December, 2021, fixed a date of January 24<sup>th</sup>, 2022, for a Council Hearing on the proposed improvement; and

WHEREAS, ten days' mailed notice and two weeks' published notice of hearing was given and hearing was held thereon on the 24<sup>th</sup> day of January, 2022, at which all persons desiring to be heard were given an opportunity to be heard.

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

1. Such improvement is hereby ordered as proposed in accordance with the Feasibility Report and referred to therein.
2. The City Engineer is hereby designated as the City's representative for this improvement and he or his designee shall prepare plans and specifications for the making of such improvement.
3. The City reasonably intends to make expenditures for 21<sup>st</sup> Street SW Expansion, City Project 2003-18, and reasonably intends to reimburse itself for such expenditures from the proceeds of debt to be issued by the city in the maximum principal amount of \$2,642,244.
4. The Council shall let the contract for all or part of such improvement, or otherwise as authorized by Minn. Stat. 429.041, subd. 2, no later than January 24<sup>th</sup>, 2023.

Adopted by the Council this 24<sup>th</sup> day of January, 2022.

\_\_\_\_\_  
Dale Christy, Mayor

ATTEST:

\_\_\_\_\_  
Kim Johnson-Gibeau, City Clerk

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



# Supplemental Letter Agreement No. 2003-18 Amendment

January 24, 2022

Mayor Christy  
City of Grand Rapids  
420 N. Pokegama Avenue  
Grand Rapids, MN 55744

RE: 21<sup>st</sup> Street SW  
City Project 2003-18  
SLA Amendment

Dear Mayor Christy,

City Project 2003-18, 21<sup>st</sup> Street SW involves new street with a trail construction and new storm sewer. The project location is determined to be a connector from 21<sup>st</sup> Street SW to Oakdale Drive. Our previous tasks included wetland delineation, permitting, and miscellaneous services.

The City Engineer has requested that we prepare this Supplemental Letter Agreement (SLA) Amendment to add the Design Services and Construction Administration tasks. Our estimated work scope and fees for this project are listed below.

## **Design Services**

Short Elliott Hendrickson (SEH) will perform engineering tasks as required to design the listed city project. This includes topographic survey, design of proposed infrastructure, preparation of required permits and paperwork for necessary agencies (excluding wetland permitting), specification preparation, bidding documents, answer questions during bidding phase, bid opening, tabulation of bids, and letter of recommendation based on bids.

## **Construction Administration**

SEH will carry out construction engineering, full time resident project representation, pay estimate preparation, agency documentation, prevailing wage review, as-built record drawings in electronic format, and documentation of any work related to these tasks.

## **SEH Work Scope**

The services included in this SLA are for Design and Construction services as listed in the Master Agreement in place between the City and SEH.

**Proposed Project Schedule**

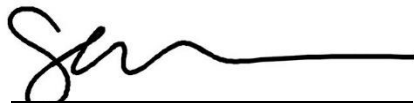
Council considers approval of this SLA	January 24, 2022
Council orders preparation of plans and specifications	January 24, 2022
Council approves plans and specifications and authorizes bid	February 28, 2022
Advertise in Herald Review (GR – official newspaper)	March 6 & 13, 2022
Bid opening	March 29, 2022
Council considers award of contract	April 11, 2022
Construction	May 2022
Substantial completion	Fall 2022
Final assessments	Fall 2022


**Fee Schedule**

The fees for design and construction will be as listed in the Master Engineering Services Contract for a Reconstruction Project (design fee = 7.0% of low construction bid and a construction fee = 7.5% of actual construction cost). The current construction estimate for this design is \$1,600,000 which equates to an estimated SEH design fee of \$112,000 and an estimated SEH construction fee of \$120,000.

We look forward to working with you on this project. If this SLA is acceptable, please sign in the space provided and return a copy to us. We will then begin work immediately. Please contact us if you have any questions regarding this supplemental letter agreement.

Sincerely,  
Short Elliott Hendrickson Inc.

  
 \_\_\_\_\_  
 Sara Christenson, PE (Lic. MN)      01.24.2022  
 Client Service Manager/Project Manager      Date

  
 \_\_\_\_\_  
 Robert J. Beaver, PE (Lic. MN)      01.24.2022  
 Office Manager/Principal      Date

**City of Grand Rapids Authorization:**

\_\_\_\_\_  
 Kim Johnson-Gibeau      \_\_\_\_\_  
 City Clerk      Date

\_\_\_\_\_  
 Dale Christy      \_\_\_\_\_  
 Mayor of Grand Rapids      Date

C: SEH contract file  
X:\FJ\G\GRANR\Common\SLA and Proposals\21st Street SW\SLA 2003-18 Amendment 21st Street SW.docx



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 24, 2022

**AGENDA ITEM:** Consider approving SLA 2003-18 amendment with SEH for design and construction engineering services related to CP 2003-18, 21<sup>st</sup> Street SW Extension.

**PREPARED BY:** Matt Wegwerth

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### **BACKGROUND:**

The original SLA approved in June of 2021 was for the wetland delineation, permitting and miscellaneous services related to CP 2003-18, 21<sup>st</sup> Street SW Extension. The attached amendment includes the addition of design services and construction administration tasks for the project.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve SLA 2003-18 amendment with SEH for design and construction engineering services related to CP 2003-18, 21<sup>st</sup> Street SW Extension.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 24, 2022

**AGENDA ITEM:** Consider approving a resolution requesting a MSA advance for CP 2003-18, 21<sup>st</sup> Street SW Extension.

**PREPARED BY:** Matt Wegwerth

---

### **BACKGROUND:**

CP 2003-18 has been approved and recommended for construction. Included in the funding of the project, is an advance of our Municipal State Aid Construction funds. The attached resolution authorizes this request to the Commissioner of Transportation.

### **REQUESTED COUNCIL ACTION:**

Make a motion approving a resolution requesting a MSA advance for CP 2003-18, 21<sup>st</sup> Street SW Extension.

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

RESOLUTION NO.22-\_\_

**A RESOLUTION REQUESTING ADVANCE OF MUNICIPAL STATE AID FUNDS  
21<sup>st</sup> Street SW Extension  
City Project 2003-18**

WHEREAS, the Municipality of Grand Rapids is planning to implement Municipal State Aid Street Project(s) in 2022 which will require State Aid funds in excess of those available in its State Aid Construction Account, and

WHEREAS, said municipality is prepared to proceed with the construction of said project(s) through the use of an advance from the Municipal State Aid Street Fund to supplement the available funds in their State Aid Construction Account, and

WHEREAS, the advance is based on the following determination of estimated expenditures:

Account Balance as of date January 19, 2022	<u>\$ 975,821.22</u>
Less estimated disbursements:	
Project # <u>129-020-002</u>	<u>\$ 176,093.45</u>
Project # <u>129-119-009</u>	<u>\$ 500,000.00</u>
Project # <u>129-155-001</u>	<u>\$ 773,548.00</u>
Project # <u>129-119-010</u>	<u>\$ 799,418.75</u>
Bond Principle (if any)	\$ _____
Project Finals (overruns-if any)	\$ _____
Other _____	\$ _____
Total Estimated Disbursements	<u>\$ 2,249,060.20</u>
Advance Amount (amount in excess of acct balance)	<u>\$ 1,273,238.98</u>

WHEREAS, repayment of the funds so advanced will be made in accordance with the provisions of Minnesota Statutes 162.14, Subd. 6 and Minnesota Rules, Chapter 8820.1500, Subp. 10b, and

WHEREAS, the Municipality acknowledges advance funds are released on a first-come-first-serve basis and this resolution does not guarantee the availability of funds.

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

That the Commissioner of Transportation be and is hereby requested to approve this advance for financing approved Municipal State Aid Street Project(s) of the Municipality of Grand Rapids in an amount up to \$1,273,238.98. I hereby authorize repayments from subsequent accruals to the Municipal State Aid Street Construction Account of said Municipality from future year allocations until fully repaid.

Adopted by the Council this 24<sup>th</sup> day of January, 2022.

\_\_\_\_\_  
Dale Christy, Mayor

ATTEST:

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Kim Johnson-Gibeau, City Clerk

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 24, 2022

**AGENDA ITEM:** Consider authorizing quotes for tree clearing related to CP 2003-18 and award a contract to Wabana Clearing and Excavating, LLC

**PREPARED BY:** Matt Wegwerth

---

### **BACKGROUND:**

CP 2003-18 has been approved and recommended for construction. In order to meet requirements for the long eared bats, trees on the project need to be cut by March 31<sup>st</sup>, 2022. City staff have solicited quotes for this work and below is a summary of the quotes received.

Wabana Clearing and Excavating - \$35,500

City Staff recommend awarding the quote to Wabana Clearing and Excavating, LLC in the amount of \$35,500

### **REQUESTED COUNCIL ACTION:**

Make a motion authorizing quotes for tree clearing related to CP 2003-18 and award a contract to Wabana Clearing and Excavating, LLC in the amount of \$35,500



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

**ENGINEERING DEPARTMENT**

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

# QUOTATION FORM

**Grand Rapids, MN  
CP 2003-18, 21<sup>st</sup> Street SW Clearing**

**Submit quotation form to Matt Wegwerth, City of Grand Rapids, 420 North Pokegama Avenue, Grand Rapids, MN by 12:00 pm on Friday January 21<sup>st</sup>, 2022. Quotes can be mailed, emailed or hand delivered:**

Quote package shall include the following:

1. Quotation Form
2. Scope/Plan specifications
3. Location map and quantities

All spaces of the quotation form shall be filled in. The quote must be in a sealed envelope labeled "Quote for Grand Rapids – 21<sup>st</sup> Street SW Clearing

Project Description: The project includes the clearing of trees for the construction of 21<sup>st</sup> Street SW. Additional details are provided in the special provisions.

Project will be estimated on a lump sum basis, based on the quantities shown on

exhibit: 21<sup>st</sup> Street Clearing Quote Total \$35,500.00

We, the undersigned, doing business as Wabana Clearing & Excavating, LLC have carefully examined the Quotation Documents and the site of the proposed work, and are familiar with all of the conditions, laws and regulations surrounding the construction of the proposed project including the availability of materials and labor. We hereby propose to the City of Grand Rapids to furnish all labor, materials, equipment, skills and facilities for the complete construction of the 21<sup>st</sup> Street SW Clearing as described herein. The prices shown include sales tax and all other applicable taxes, permits and fees.

Dated this 20 day of January, 2022

Name of Company Wabana Clearing & Excavating, LLC

Signature of Authorized Representative *Kelvin Wagner*

Printed Name of Authorized Representative Kelvin Wagner

Title of Authorized Representative Owner

Legal Address 35706 Little Wabana Rd, Grand Rapids MN 55744

Business Phone 218-256-2548





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

ENGINEERING DEPARTMENT

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

## SPECIAL PROVISIONS

### General:

1. EJCDC Standard General Conditions of the Construction Contract shall apply to the project.
2. All material shall be in accordance with applicable building codes and local specifications.
3. Prevailing wage requirements for the State of Minnesota, Itasca County, apply to the project. Contractor shall adhere to Minn. Stat. Chap. 177.41-44 regarding prevailing wage rates and contracts and corresponding Rules 5200.1000 to 5200.1120.
4. Substantial completion shall be March 31, 2022, which includes all timber cut and on the ground.
5. Final completion shall be April 30, 2022, which includes the removal of timber and slash
6. Burning shall be allowed if approved by the Grand Rapids Fire Department 7. Liquidated damages shall be set at \$1000 per day for every day after the completion dates that the project is not complete.
8. Contractor shall provide proof of insurance meeting the City's requirements. No bonds will be required.
9. Construction staking/layout will be provided by the owner. Refer to original design plans provided in packet.
10. Grand Rapids City Council will consider award on January 24<sup>th</sup>, 2022
11. Timber shall become property of contractor.
12. Site shall be cleared of timber and slash prior to final completion.