



CITY COUNCIL MEETING AGENDA

Monday, July 11, 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, July 11, 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 Council minutes for Monday, June 27, 2022 Regular and Worksession meetings.

VERIFIED CLAIMS:

2. Approve the verified claims for the period June 21, 2022 to July 5, 2022 in the total amount of \$883,682.93.

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

3. Review & Acknowledge minutes for Boards & Commissions:

March 9, 2022, March 22, 2022, April 13, 2022, and April 26, 2022 PUC Meetings
May 3, 2022 Arts & Culture Commission
May 17, 2022 Golf Course Board
May 25, 2022 Human Rights Commission

CONSENT AGENDA:

4. Consider entering into a professional services agreement with SEH for the drafting of legal descriptions at the former Murphy Elementary School site.
5. Consider changing Long Term Disability (LTD) to Mutual of Omaha.
6. Consider approving the final pay estimate for CP 2015-3, Hwy 2 W Trail in the amount of \$13,722.94 and balancing change order #4.
7. Consider adopting a resolution accepting low bid and entering into an agreement with KGM Contractors for CP 2022-4, 7th Avenue SE Overlay project.
8. Consider donating old engine 116 to the Itasca County Fairgrounds Board and dispose of old engine 115 at scrap yard.

9. Consider accepting the resignation of Lee Longoria from the position of Firefighter.
10. Consider approving golf course employment start and end dates
11. Consider approving Chamber/ Golf Contract
12. Consider amending Haz-Mat job descriptions and authorize City Staff to post the Haz-Mat, Equipment and Training Assistant position internally.
13. Consider authorizing the signing of a Corrective Quit Claim Deed for property located within the Plat of Industrial Park Addition to Grand Rapids.
14. Consider allowing the Police Department to solicit bids from local car dealerships for a Chiefs administration vehicle. Also consider the allowing the Building Safety Division to solicit bids for two Building Rental Inspector vehicles.
15. Consider adopting a resolution appointing election judges for 2022 elections.

SET REGULAR AGENDA:

CIVIC CENTER & PARKS:

16. Consider a resolution approving the referendum language to establish a local sales tax in the City of Grand Rapids for IRA Civic Center Improvements.
17. Consider a resolution awarding a contract to TNT Construction for Bid Package 1, including the supply and installation of wood trusses and decking at the West Venue of the IRA Civic Center.

COMMUNITY DEVELOPMENT:

18. Consider approval of a resolution supporting an 8-unit owner occupied community land trust single-family housing development.

POLICE:

19. Consider authorizing the purchase and payment of a EDI-USA Level III Ballistic Shield

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR JULY 25, 2022 AT 5:00 PM

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

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

ATTEST: Kimberly Gibeau, City Clerk



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

CITY COUNCIL WORKSESSION MINUTES

Monday, June 27, 2022

4:00 PM

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

ROLL CALL:

PRESENT: Councilor Dale Adams, Councilor Michelle Toven, Councilor Tasha Connelly

ABSENT: Mayor Dale Christy, Councilor Rick Blake

STAFF: Chad Sterle, Rob Mattei, Steve Schaar

BUSINESS:

1. GoMARTI Autonomous Vehicle Update

Postponed to July 11, 2022

2. Coalition of Greater Minnesota Cities Legislative Recap - Erik Simonson, Flaherty & Hood, P.A.

Eric Simonson, Flaherty & Hood, provided update to Council, noting where the CGMC priorities ended in session. Specifics reviewed included Goals, Support v. Opposed and final outcomes. A full report is available in the Administration Department.

REVIEW OF REGULAR AGENDA:

Upon review, no additions or changes are noted.

There being no further business, the meeting adjourned at 4:22 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF
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CITY COUNCIL MEETING MINUTES
Monday, June 27, 2022
5:00 PM

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

CALL OF ROLL:

PRESENT: Councilor Dale Adams, Councilor Michelle Toven, Councilor Tasha Connelly

ABSENT: Mayor Dale Christy, Councilor Rick Blake

STAFF: Chad Sterle, Barb Barid, Nate Morlan, Erik Scott, Steve Schaar

PUBLIC FORUM:

No one from the public were present.

COUNCIL REPORTS:

Councilor Toven acknowledged Juneteenth event and noted that it was well attended. Also provided an overview of the Annual LMC Conference, which she recently attended.

Councilor Adams gives RAMS meeting review.

Mayor Pro-Tem Connelly expressed thanks to the Public Works and Public Utilities crews for work during recent storms.

APPROVAL OF MINUTES:

1. Approve Council minutes for Monday, June 13, 2022 Regular meeting.

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

VERIFIED CLAIMS:

2. Approve the verified claims for the period June 7, 2022 to June 20, 2022 in the total amount of \$624,384.31.

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

CONSENT AGENDA:

3. Consider final pay application from Gartner Temperature Controls for New Fire Hall and Police Evidence Garage. Also consider accepting final pay application from Shannons Mechanical for New Fire Hall.
4. Consider entering into an Advertising Agreement with a business at the IRA Civic Center.
5. Consider Voiding Lost Accounts Payable Check and Issue a Replacement Check
6. Consider authorizing quotes and accepting low bid from Neo Electrical Solutions for the Highway 169 South Lighting project
7. Adopt a resolution approving LG230 Application for Off-Site Gambling for Confidence Learning Center

Adopted Resolution 22-59

8. Consider accepting the resignation of Makhi Ruesink from the position of part-time Hospital Security Officer.
9. Consider approve Bid Package 2 and approve advertisement of bids for the IRA Civic Center project

Adopted Resolution 22-60

10. Consider hiring a Public Works Summer Maintenance I / Civic Center Maintenance employee.
11. Consider accepting quote from Loffler for photocopiers.
12. Consider accepting the 2021 audited financial reports.
13. Consider approving the School Resource Officer Agreement for 2022-2023 school year with Independent School District #318.
14. Consider approving changes to Social Media Policy
15. Consider vacating three seats on the Police Community Advisory Board and support efforts to fill such vacancies
16. Consider adopting a resolution authorizing application and acceptance of funds from MN Department of IRRR Development Infrastructure Grant Program.

Adopted Resolution 22-61

17. Consider approving agreement with Adessa & The Beat for musical entertainment at Tall Timber Days event.
18. Consider making a motion to authorize payment for additional fencing in the amount of \$28,865.00 for the proposed construction at the Civic Center.

19. Consider accepting the resignation of Robert Sanders from the full-time position of Hospital Security Officer and changing his employment status to part-time.

Motion made by Councilor Toven, Second by Councilor Adams to approve the Consent agenda as presented. Voting Yea: Councilor Adams, Councilor Toven, Councilor Connelly

SET REGULAR AGENDA:

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

AIRPORT:

20. Consider approving proposal from Encompass Engineering for an evaluation of the exterior building envelope and water infiltration issues at the former Airport Terminal/ EOC/ Dispatch building.

Nate Morlan provided background information regarding the issues calling for repairs at the airport terminal building.

Motion made by Councilor Toven, Second by Councilor Adams to approve proposal for evaluation of building and water infiltration issues at the Airport Terminal/Dispatch building. Voting Yea: Councilor Adams, Councilor Toven, Councilor Connelly

FINANCE:

21. Consider passing a resolution accepting donations from the City of Cohasset, Harris Township, and the Greater Pokegama Lake Association for financial assistance with the July 3rd Fireworks Display.

Motion made by Councilor Adams, Second by Councilor Toven to **adopt Resolution 22-62**, accepting donations for Independence Day Fireworks. Voting Yea: Councilor Adams, Councilor Toven, Councilor Connelly

CITY COUNCIL:

22. Consider adopting a resolution accepting a \$750.00 donation from the Grand Rapids Players for Human Rights Commission activities.

Mayor Pro-tem Connelly presented resolution accepting a \$750 donation from the GR Players and read letter to the City for the record.

Motion made by Councilor Toven, Second by Councilor Adams to **adopt Resolution 22-63**, accepting a donation from the Grand Rapids Players on behalf of the Human Rights Commission. Voting Yea: Councilor Adams, Councilor Toven, Councilor Connelly

23. Consider appointment of new member to the Human Rights Commission

Mayor Pro-Tem Connelly recommends that Joan Gunderman be appointed to Human Rights Commission.

Motion made by Councilor Adams, Second by Councilor Toven to appoint Joan Gunderman to the Human Rights Commission to fill an unexpired term through March 1, 2023. Voting Yea: Councilor Adams, Councilor Toven, Councilor Connelly

ADJOURNMENT:

There being no further business, the meeting adjourned at 5:15 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk

DATE: 07/07/2022
 TIME: 14:34:06
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 07/11/2022

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
1800115	RTVISION INC	1,600.00
T001277	NORTH COUNTRY DEVELOPMENT	800.00
TOTAL		2,400.00
CITY WIDE		
0612083	FLAGSHIP RECREATION	2,299.00
1805195	REDPATH AND COMPANY, LTD	7,458.35
1903341	SCHWARTZ REDI-MIX INC	444.70
1915248	SHI INTERNATIONAL CORP	1,721.00
TOTAL CITY WIDE		11,923.05
SPECIAL PROJECTS-NON BUDGETED		
0315455	COLE HARDWARE INC	223.88
0801836	HAWKINSON SAND & GRAVEL	197.14
1105530	KENNEDY & GRAVEN, CHARTERED	110.00
TOTAL SPECIAL PROJECTS-NON BUDGETED		531.02
SPECIAL PROJECTS-BUDGETED		
0920050	ITASCA COUNTY HISTORICAL	11,300.00
TOTAL SPECIAL PROJECTS-BUDGETED		11,300.00
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM SERVICES	52.89
0221650	BURGGRAF'S ACE HARDWARE	47.94
0914540	INNOVATIVE OFFICE SOLUTIONS LL	325.00
0920060	ITASCA COUNTY TREASURER	409.50
1801610	RAPIDS PLUMBING & HEATING INC	1,929.00
TOTAL BUILDING SAFETY DIVISION		2,764.33
COMMUNITY DEVELOPMENT		
0301685	CARQUEST AUTO PARTS	3.84
0920060	ITASCA COUNTY TREASURER	263.33
TOTAL COMMUNITY DEVELOPMENT		267.17

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/11/2022

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FINANCE		
1805195	REDPATH AND COMPANY, LTD	20,900.09
	TOTAL FINANCE	20,900.09
FIRE		
0118100	ARAMARK UNIFORM SERVICES	27.56
0121721	AUTO VALUE - GRAND RAPIDS	153.99
0301685	CARQUEST AUTO PARTS	3.84
0315455	COLE HARDWARE INC	15.72
0401804	DAVIS OIL INC	667.08
0513231	EMERGENCY APPARATUS	19,591.12
0920060	ITASCA COUNTY TREASURER	236.77
1200500	L&M SUPPLY	346.32
1301014	MACQUEEN EMERGENCY GROUP	1,645.00
2018225	TREASURE BAY PRINTING	66.00
	TOTAL FIRE	22,753.40
PUBLIC WORKS		
0100010	5 STAR PEST CONTROL &	100.00
0103325	ACHESON TIRE INC	145.00
0121721	AUTO VALUE - GRAND RAPIDS	133.54
0121725	AUTOMOTIVE ELECTRIC LLC	128.98
0205090	BEACON ATHLETICS LLC	1,556.60
0221650	BURGGRAF'S ACE HARDWARE	280.71
0301685	CARQUEST AUTO PARTS	202.24
0315455	COLE HARDWARE INC	116.84
0400720	D&S STUMP GRINDING LLC	575.00
0401804	DAVIS OIL INC	3,847.10
0421125	JOHN P DUBOVICH	459.00
0601690	FASTENAL COMPANY	72.83
0801836	HAWKINSON SAND & GRAVEL	37.47
0920060	ITASCA COUNTY TREASURER	3,088.43
1200500	L&M SUPPLY	949.81
1201730	LATVALA LUMBER COMPANY INC.	81.12
1205110	LEASE LANDSCAPING INC	682.00
1303039	MCCOY CONSTRUCTION & FORESTRY	660.74
1415484	NORTHERN LIGHTS TRUCK	36.30
1415545	NORTHLAND LAWN & SPORT, LLC	41.15
1421700	NUSS TRUCK GROUP INC	494.77
1605665	PERSONNEL DYNAMICS LLC	3,888.00
1621125	PUBLIC UTILITIES COMMISSION	2,000.00
1800115	RTVISION INC	800.00
1815120	ROB'S BOBCAT SERVICE INC	1,800.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/11/2022

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
1903341	SCHWARTZ REDI-MIX INC	2,221.30
2018560	TROUT ENTERPRISES INC	485.20
TOTAL PUBLIC WORKS		24,884.13
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	293.39
0415529	DONDELINGER FORD	423.41
0718021	GRAND RAPIDS GM INC	49.36
0920060	ITASCA COUNTY TREASURER	94.25
1301720	MATCO TOOLS	134.45
TOTAL FLEET MAINTENANCE		994.86
POLICE		
0103325	ACHESON TIRE INC	730.28
0218118	STEVEN ELDOR BREITBARTH	80.00
0221650	BURGGRAF'S ACE HARDWARE	35.98
0301685	CARQUEST AUTO PARTS	699.87
0409501	JOHN P. DIMICH	4,583.33
0415529	DONDELINGER FORD	92.63
0718021	GRAND RAPIDS GM INC	593.72
0920060	ITASCA COUNTY TREASURER	4,823.82
1301025	MAKI BODY & GLASS	1,904.94
1309167	MN BUREAU OF CRIMINAL	390.00
1618125	PRAXAIR DISTRIBUTION INC	86.89
1805180	RED CEDAR CONSULTING LLC	9,648.14
1920233	STREICHER'S INC	1,271.93
2000400	T J TOWING	129.52
T001422	MISSION CRITICAL CONCEPTS, LLC	2,850.00
TOTAL POLICE		27,921.05
GENERAL FUND-LIQUOR/CHART GAMB		
0524225	EXECUTIVE DISTRIBUTORS	3,578.00
TOTAL		3,578.00
CENTRAL SCHOOL		
0118100	ARAMARK UNIFORM SERVICES	55.73

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/11/2022

VENDOR #	NAME	AMOUNT DUE
CENTRAL SCHOOL		
0218745	ASHLEY BRUBAKER	318.08
0315455	COLE HARDWARE INC	14.94
0718010	CITY OF GRAND RAPIDS	4,500.00
1801555	RAPID PEST CONTROL INC	63.25
1801610	RAPIDS PLUMBING & HEATING INC	1,130.00
1805195	REDPATH AND COMPANY, LTD	674.18
TOTAL		6,756.18
AIRPORT		
0301685	CARQUEST AUTO PARTS	18.85
0315455	COLE HARDWARE INC	10.48
0920060	ITASCA COUNTY TREASURER	138.24
1301015	MACQUEEN EQUIPMENT INC	4,745.62
1805195	REDPATH AND COMPANY, LTD	786.54
TOTAL		5,699.73
CIVIC CENTER		
GENERAL ADMINISTRATION		
0118100	ARAMARK UNIFORM SERVICES	121.92
0221650	BURGGRAF'S ACE HARDWARE	215.89
0805640	HERC-U-LIFT INC	153.36
1200500	L&M SUPPLY	127.61
1805195	REDPATH AND COMPANY, LTD	1,011.26
TOTAL GENERAL ADMINISTRATION		1,630.04
STATE HAZ-MAT RESPONSE TEAM		
0312110	CLAREY'S SAFETY EQUIPMENT INC	752.60
0513231	EMERGENCY APPARATUS	500.80
0920060	ITASCA COUNTY TREASURER	41.98
TOTAL		1,295.38
ST HAZ MAT COST RECOVERY		
0401804	DAVIS OIL INC	169.67
TOTAL ST HAZ MAT COST RECOVERY		169.67

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/11/2022

VENDOR #	NAME	AMOUNT DUE

CEMETERY		
0103325	ACHESON TIRE INC	30.00
0221650	BURGGRAF'S ACE HARDWARE	105.96
0301685	CARQUEST AUTO PARTS	46.72
0315455	COLE HARDWARE INC	133.93
0401804	DAVIS OIL INC	1,522.96
0920060	ITASCA COUNTY TREASURER	83.16
1805195	REDPATH AND COMPANY, LTD	786.54
	TOTAL	2,709.27
DOMESTIC ANIMAL CONTROL FAC		
0118100	ARAMARK UNIFORM SERVICES	30.00
0701650	GARTNER REFRIGERATION CO	301.00
0920060	ITASCA COUNTY TREASURER	294.54
	TOTAL	625.54
GENERAL CAPITAL IMPRV PROJECTS		
MAY MOBILITY		
1612745	PLUM CATALYST LLC, THE	9,137.50
	TOTAL MAY MOBILITY	9,137.50
MUNICIPAL STATE AID STRT-CONST		
7TH STREET OVERLAY		
0718060	GRAND RAPIDS HERALD REVIEW	327.75
	TOTAL 7TH STREET OVERLAY	327.75
GR ARTS & CULTURE CPTL PRJS		
T001423	SCOTT HOLM'S LOG WORKS LLC	901.77
	TOTAL	901.77
2021 INFRASTRUCTURE BONDS		
2015-3 HIGHWAY 2 WEST TRAIL		
2000522	TNT CONSTRUCTION GROUP, LLC	13,722.94
	TOTAL 2015-3 HIGHWAY 2 WEST TRAIL	13,722.94

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/11/2022

VENDOR #	NAME	AMOUNT DUE

CIVIC CENTER CAPITAL IMP PJT		
IRA CIVIC CENTER RENOVATION		
0900055	ICS CONSULTING INC	7,532.00
	TOTAL IRA CIVIC CENTER RENOVATION	7,532.00
2022 INFRASTRUCTURE/ARPA		
21ST STREET IMPROVEMENTS		
2000522	TNT CONSTRUCTION GROUP, LLC	194,470.24
	TOTAL 21ST STREET IMPROVEMENTS	194,470.24
PIR-PERMANENT IMPRV REVOLV FND		
NO PROJECT		
1805195	REDPATH AND COMPANY, LTD	4,925.97
	TOTAL NO PROJECT	4,925.97
STORM WATER UTILITY		
0301685	CARQUEST AUTO PARTS	171.68
0401804	DAVIS OIL INC	2,168.87
0920060	ITASCA COUNTY TREASURER	383.78
1621125	PUBLIC UTILITIES COMMISSION	2,200.00
1805195	REDPATH AND COMPANY, LTD	898.90
1809154	RICHARD F RYSAVY	250.00
2000522	TNT CONSTRUCTION GROUP, LLC	7,068.50
	TOTAL	13,141.73
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$393,262.81
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0113105	AMAZON CAPITAL SERVICES	29.97
0305530	CENTURYLINK QC	46.73
0309600	CIRCLE K/HOLIDAY	361.83
0605191	FIDELITY SECURITY LIFE	106.54
0718015	GRAND RAPIDS CITY PAYROLL	298,744.10
0718350	CONOR GRIGSBY	257.46
0815440	HOLIDAY STATIONSTORES LLC	181.50
0900060	ICTV	900.00
0918550	IRON OAKES FENCE, LLC	14,432.50
0920055	ITASCA COUNTY RECORDER	138.00
1201402	LAKE COUNTRY POWER	44.35
1209516	LINCOLN NATIONAL LIFE	1,853.20

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/11/2022

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1301145	MARCO TECHNOLOGIES, LLC	66.00
1305046	MEDIACOM LLC	136.90
1309199	MINNESOTA ENERGY RESOURCES	2,473.17
1309332	MN STATE RETIREMENT SYSTEM	3,334.59
1309335	MINNESOTA REVENUE	15,113.00
1601305	THOMAS J. PAGEL	1,023.09
1601750	PAUL BUNYAN COMMUNICATIONS	1,548.88
1621125	PUBLIC UTILITIES COMMISSION	1,092.43
1800125	RBC WEALTH MANAGEMENT	145,000.00
2000100	TASC	30.60
2015800	MICHELLE TOVEN	498.53
2305825	WEX INC	1,133.97
T001414	MAXINE M MOE	1,872.78
	TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:	\$490,420.12
	TOTAL ALL DEPARTMENTS	\$883,682.93



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

ARTS & CULTURE COMMISSION
MEETING MINUTES
Tuesday, May 03, 2022
3:45 PM

CALL TO ORDER:

The meeting was called to order at 3:48pm.

ROLL CALL:

PRESENT:

Commissioner Anne-Marie Erickson

Commissioner Jennifer Gorman

Commissioner Myrna Peterson

Commissioner Ed Zabinski

City Administrator, Tom Pagel

ABSENT:

Commissioner Gail Otteson

Commission Chair Kari Hedlund

Commissioner Tom Sippola

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

None

SETTING THE AGENDA:

Motion was made by Commissioner Peterson to accept the Agenda as written, second by Commissioner Gorman. All in favor, motion passed.

CORRESPONDENCE:

None

APPROVE MINUTES:

Motion was made by Commissioner Peterson and second by Commissioner Gorman to accept the April 5th Minutes as written. All in favor, motion passed.

1. April 5th, 2022 Minutes

Motion was made by Commissioner Peterson to accept the April 5th, 2022 Minutes, second by Commissioner Gorman. All in favor, motion passed.

FINANCIALS:

Reviewed that there was no change to financials.

2. There was no change to the Arts & Culture Commission's Financials from March, the balance is the same, \$7,056.00.

There was no vote on the financials as it had not changed since the April 5th, 2022 Meeting.

BUSINESS:

3. Juneteenth Request for Funding - Seraphia Gravelle, Kootasca Community Action Team

Seraphia Gravelle, Community Equity and Anti-Racism Organizer at Kootasca Community Action, met with the Commission to request funding for the Juneteenth Celebration on June 19th, 2022. They have raised \$1,150.00 and are asking the Commission to fund \$850.00. The Commission agreed to fund their event and will also encourage the Human Rights Commission to split the \$850.00 with them.

Motion was made by Commissioner Peterson and second by Commissioner Erickson to make a donation of \$425.00 to the Juneteenth Celebration on June 19th, 2022, to the event sponsor, Kootasca Community Action and encourage the Human Rights Commission to match this contribution. All in favor, motion passed.

4. Commission Size - Recruitment

The Commission can retain up to nine Commissioners, so there is room for two new Commissioners. All new applicants need to submit an application, encourage them to email or drop off their applications. A copy of the application is also on the city's website. Commissioner Erickson's neighbor is Aaron, the canoe sculptor, he would be a good candidate as well as Seraphia. She has not submitted her application, but is interested. Also, there is no requirement to be a Commissioner, no need to be a city resident, it is okay to live outside the city limits.

5. Art Plan & Goal Setting

Discussion regarding the Neighborhood Public Art Projects. Commissioner Erickson has not heard back from Lea Friesen whether she is interested or not to represent the SE. There would be one City Councilor per City Quadrant. Commissioner Gorman left two messages with Councilor Blake, but has not heard from him. She will try emailing him again and tag-team with Commissioner Zabinsky to get a hold of him and Councilor Toven.

The Neighborhood Meetings should be near the possible gathering spots that are listed in the attachment that Commissioner Erickson handed out and if the weather does not cooperate, there should be a Plan B. The Commissioners need to nail a date for the meetings and find ways to invite the neighbors and also use social media to promote what the Commission is trying to do. Commissioner Gorman said that she would talk to the paper regarding an article.

The pairings are as follows; Commissioner Erickson to talk to Councilor Blake, Commissioner Gorman to talk to Mayor Christy, Commissioner Otteson to talk to Councilor Toven and Commissioner Zabinsky to talk to Councilor Connelly.

6. KAXE Art Project

The KAXE Art Project is moving right along and will be in place prior to Riverfest, with assistance from the Library. City Administrator Tom Pagel gave a brief synopsis of Riverfest and it's still being updated.

UPDATES:

7. Artist in Residence - David Dobbs

The Artist in Residence should be new tenants in June, but if there are no applicants, they will stay.

8. Mayor's Art Award

Discussion of the Mayor's Arts Award. The Commission decided to put out another Facebook post and Emily was mentioned to do an article on the history of the award. The Award will be decided at the June meeting.

9. Duane Goodwin

The Duane Goodwin site will be blessed by Paul Day, Elder and Tribal Judge, on Wednesday May 4th at noon.

10. Public Art Design Workshop - Stormwater Art Design Class Follow-Up

The Public Art Design Workshop was full, looking forward to an update from Lea Friesen.

11. Art Liaison

The Arts Liaison will potentially be a shared employee with the MacRostie Art Center.

ANNOUNCEMENTS:

SET AGENDA FOR NEXT MEETING:

1. Approve Minutes
2. Approve Financials

BUSINESS

3. Mayor's Art Award
4. Juneteenth
5. Art Plan and Goal Setting

UPDATES

6. Artist in Residence
7. KAXE Art Project
8. Duane Goodwin
9. Public Art Design Workshop - Stormwater Art Design Class
10. Art Liaison

ADJOURN:

Adjourn

Respectfully submitted by

Cynthia Lyman



GRAND RAPIDS PUBLIC UTILITIES COMMISSION REGULAR WORK SESSION MEETING MINUTES

Tuesday, April 26, 2022

8:00 AM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Work Session Meeting of the Grand Rapids Public Utilities Commission was called to order on Tuesday, April 26, 2022 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

PRESENT: President Tom Stanley, Secretary Luke Francisco, Commissioner Rick Blake, Commissioner Rick Smith, Commissioner Nancy Saxhaug.

Also present: General Manager Julie Kennedy, Business Services Manager Jean Lane, Electric Department Manager Jeremy Goodell, Water/Wastewater Department Manager Steve Mattson.

BUSINESS:

1. Consider a motion to approve the verified claims for March and April 2022 in the amount \$184,490.22.

A motion was made by Commissioner Luke Francisco, seconded by Commissioner Rick Blake to approve the verified claims for March and April 2022 in the amount \$184,490.22.

The motion carried by the following vote:

Voting Yea: President Stanley, Secretary Francisco, Commissioner Blake, Commissioner Smith, Commissioner Saxhaug.

2. Review of City Multi-Family Unit Residential Water Rates
3. Governance Overview – Financial Reporting & Annual Report
4. Review Financial Reporting
5. Review of draft financial planning and budget policy

ADJOURNMENT:

By call of the chair, the regular meeting was declared adjourned at 8:45 AM.

The next Regular Meeting of the Commission is scheduled for Wednesday, May 11, 2022 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Regular Work Session is scheduled for Tuesday, May 24, 2022 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.



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GRAND RAPIDS PUBLIC UTILITIES COMMISSION REGULAR WORK SESSION MEETING MINUTES

Item 3.

Tuesday, March 22, 2022

8:00 AM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Work Session Meeting of the Grand Rapids Public Utilities Commission was held on Tuesday, March 22, 2022 in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

The meeting was called to order by President Stanley at 8:05 AM.

CALL OF ROLL:

PRESENT: President Tom Stanley, Secretary Luke Francisco, Commissioner Rick Blake, Commissioner Rick Smith, Commissioner Nancy Saxhaug

Also present: General Manager Julie Kennedy, Business Services Manager Jean Lane, Electric Department Manager Jeremy Goodell, Water/Wastewater Department Manager Steve Mattson, Administrative/HR Assistant Carrie Jo Kruger

BUSINESS:

1. Consider a motion to approve the verified claims for February & March 2022 in the amount \$145,906.29.

A motion was made by Secretary Luke Francisco, seconded by Commissioner Rick Blake to approve the verified claims for February & March 2022 in the amount \$145,906.29.

The motion carried by the following vote:

Voting Yea: President Tom Stanley, Secretary Luke Francisco, Commissioner Rick Blake, Commissioner Rick Smith, Commissioner Nancy Saxhaug

2. Governance

Discussion regarding governance and process to review and approve at future Commission meetings.

ADJOURNMENT:

By call of the chair, the regular meeting was declared adjourned at 9:25 AM.


Respectfully submitted: Carrie Jo Kruger, Administrative/HR Assistant

The next Regular Meeting of the Commission is scheduled for Wednesday, April 13, 2022 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Regular Work Session is scheduled for Tuesday, April 26, 2022 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

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

Tom Stanley





CITY OF
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POKEGAMA GOLF COURSE BOARD MEETING MINUTES

**Tuesday, May 17, 2022
 7:30 AM**

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Pokegama Golf Course Board will be held on Tuesday, May 17, 2022 at 7:30 AM at Pokegama Golf Course, 3910 Golf Course Road, Grand Rapids, Minnesota. Pat Pollard called the meeting to order at 7:30AM.

ROLL CALL: Rick McDonald, Kelly Kirwin, John Bauer, Bob Cahill, Steve Ross, John Ryan and Pat Pollard

PUBLIC INPUT: None

SETTING THE AGENDA: (This is an opportunity to approve the regular agenda as presented or add/delete an Agenda item by a majority vote of the Board members present.) Rick made a motion to approve the Agenda as set. John Bauer second. Motion Carried.

APPROVE MINUTES:

1. Approve Golf Board Minutes for April 19, 2022 Golf Board Meeting. Rick made a motion to approve the Minutes. John Bauer Second. Motion Carried

CLAIMS AND FINANCIAL STATEMENTS:

1. A review of the financials took place. John Bauer made a motion to approve the claims in the amount of \$41,249.31. Rick Second. Motion Carried.
2. Bob Cahill had an additional expense for approval. Northern Lakes Window Cleaning in the amount of \$320.62. Rick made a motion for approval. John Ryan Second. Motion Carried.

VISITORS: No visitors today

REPORTS: Steve Ross Report: Steve reported the grass is growing, but ground temps are still chilly. We do have ice damage on some greens; #8 and #6 are the worst. We are confident about how we have treated these areas and with some warmer temperatures those areas should bounce right back. This is a common occurrence right now at golf courses across Minnesota. They will continue to monitor the speed of the greens and hope to speed up the greens by the Bauer Best ball tournament. The maintenance building project is moving along, but slowly. The finished project will be great, but the project is moving slower than expected.

Bob Cahill Report: We are happy to be open. Docks are going in. Leagues are starting. Season pass holder sales are going well and coming in now that we can play golf. Bob and Emma have applied for and received two grants for junior golf and support for the golf in the schools programming. Bob has increased starter coverage for this summer too with all the positive feedback about those positions from last year.

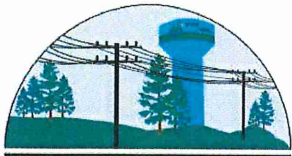
BUSINESS:

3. On course restroom facelift: This discussion took place. Bob Cahill is having a follow-up conversation with Andrew Gesme. The plan is to proceed with a new pedestal stool and new door at this time. Pat Pollard will help with this project.
4. Trackman Funds. The conversation continued about the budget that needs to be created to outline annual maintenance, future investments and the intent of any additional funds available from the Trackman useage. Bob is going to work with the city on the logistics of how these funds are currently tracked and will present a plan for further discussion at the next meeting.

CORRESPONDENCE AND OPEN DISCUSSION:

ADJOURN: Motion made by John Bauer. Second by John Ryan. Motion Carried.

Minutes respectfully submitted by Kelly Kirwin



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**GRAND RAPIDS PUBLIC UTILITIES COMMISSION
MEETING MINUTES**

Wednesday, March 09, 2022

4:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission was held on Wednesday, March 9 in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

The meeting was called to order by President Stanley at 4:06 PM.

CALL OF ROLL:

PRESENT: President Tom Stanley, Commissioner Rick Blake, Commissioner Rick Smith
ABSENT with notice: Secretary Luke Francisco, one vacancy

PUBLIC FORUM:

None

APPROVAL OF MINUTES:

1. Consider a motion to approve the minutes of the February 9, 2022 Regular Meeting.

A motion was made by Commissioner Rick Smith, Seconded by Commissioner Rick Blake to approve the February 9, 2022 minutes.

The motion carried by the following vote:

Voting Yea: President Stanley, Commissioner Blake, Commissioner Smith

VERIFIED CLAIMS:

2. Consider a motion to approve the verified claims for February 2022 in the amount of \$1,920,055.27.

A motion was made by Commissioner Rick Blake, Seconded by Commissioner Rick Smith to approve the verified claims for February 2022 in the amount of \$1,920,055.27.

The motion carried by the following vote:

Voting Yea: President Stanley, Commissioner Rick Blake, Commissioner Rick Smith

COMMISSION REPORTS:

None.

CONSENT AGENDA: Any item on the consent agenda shall be removed for consideration by the request of any one Commission member, Utility Staff, or the public and put on the regular agenda for discussion and consideration.

A motion made by Commissioner Rick Smith, Seconded by Commissioner Rick Blake to approve the Consent Agenda as read.

The motion carried by the following vote:

Voting Yea: President Stanley, Commissioner Blake, Commissioner Smith

3. Consider a motion to approve the City Treasurer's Report and the Investment Activity Report for February 2022.

Approved by consent agenda vote.

4. Consider a motion to approve the sale of Mitsubishi FG35A 185T-S Forklift, Serial #AF13D-50020, "as is" condition to City of Grand Rapids for \$4,000.

Approved by consent agenda vote.

5. Consider a motion to approve the procurement contract with Triton for a 5 MVA transformer in the amount of \$124,565.00 and authorize the General Manager to sign the contract.

Approved by consent agenda vote.

6. Consider a motion to approve the procurement contract with Schwing Bioiset for one screw section for the custom screw conveyor in the WWT solids process building for \$37,243.52

Approved by consent agenda vote.

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

7. Consider a motion to approve the regular agenda.

A motion made by Commissioner Rick Blake, Seconded by Commissioner Rick Smith to approve the Regular Agenda as presented.

The motion carried by the following vote:

Voting Yea: President Stanley, Commissioner Blake, Commissioner Smith

ADMINISTRATION:

8. Consider the election of the 2022 GRPU Commission Officers of President and Secretary.

President Stanley called for nominations for the office of Grand Rapids Public Utilities Commission President.

Commissioner Rick Blake nominated Tom Stanley for the office of President.

President Stanley called for additional nominations three times. Hearing none, President Stanley closed the nominations.

There being only one nomination for President, President Stanley called for the vote.

The motion carried by the following vote:

Voting Yea: President Stanley, Commissioner Rick Blake, Commissioner Rick Smith

President Stanley called for nominations for the office of Grand Rapids Public Utilities Commission Secretary.

Commissioner Rick Smith nominated Commissioner Luke Francisco for the office of Commission Secretary, seconded by Commissioner Rick Blake.

President Stanley called for additional nominations three times. Hearing none, President Stanley closed the nominations.

There being only one nomination for Secretary, President Stanley called for the vote.

The motion carried by the following vote:

Voting Yea: President Stanley, Commissioner Rick Blake, Commissioner Rick Smith

9. Consider a motion to declare a vacancy exists for the Maintenance I position and up to two more vacancies that may exist as a result of filling the Maintenance I position and authorize the internal postings for those vacancies.

A motion made by Commissioner Rick Smith, Seconded by Commissioner Rick Blake to declare a vacancy exists for the Maintenance I position and up to two more vacancies that may exist as a result of filling the Maintenance I position, and authorize the internal postings for those vacancies.

The motion carried by the following vote:

Voting Yea: President Stanley, Commissioner Blake, Commissioner Smith

10. Consider a motion to approve the updated Journey Line Worker position description, declare a vacancy exists, and authorize the internal posting and external advertising, if needed, for the position.

A motion made by Commissioner Rick Blake, Seconded by Commissioner Rick Smith to approve the updated Journey Line Worker position description, declare a vacancy exists, and authorize the internal posting and external advertising, if needed, for the position.

The motion carried by the following vote:

Voting Yea: President Stanley, Commissioner Blake, Commissioner Smith

11. Review Administration Department Monthly Report

General Manager Julie Kennedy reviewed the March Administration Department Report with the Commission.

BUSINESS SERVICES DEPARTMENT:

12. Review Business Services Department Monthly Report

Business Services Manager Jean Lane reviewed the March Business Services Department Report with the Commission.

ELECTRIC DEPARTMENT:

13. Review Electric Department Monthly Report

Electric Department Manager Jeremy Goodell reviewed the March Electric Department Report with the Commission.

WATER AND WASTEWATER DEPARTMENT:

14. Review Water-Wastewater Department Monthly Report

Water/Wastewater Department Manager Steve Mattson reviewed the March Water and Wastewater Department Report with the Commission.

SAFETY REPORT:

15. Review Safety Monthly Report

General Manager Julie Kennedy reviewed the March Safety Report with the Commission.

ADJOURNMENT:

By call of the chair, the regular meeting was declared adjourned at 4:45 PM.

Carrie Jo Kruger

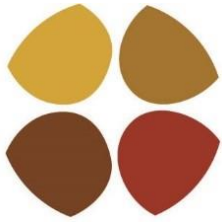
The next Regular Meeting of the Commission is scheduled for Wednesday, April 13, 2022 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Regular Work Session is scheduled for Tuesday, March 22, 2022 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

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Tom Shewley

[Signature]



CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION MEETING MINUTES

Wednesday, May 25, 2022
4:00 PM

MISSION STATEMENT

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

CALL TO ORDER: Pursuant to due notice and call thereof, the Human Rights Commission will hold a regular meeting on Weekday, May 25, 2022 at 4:00pm in City Hall Council Chambers at 420 North Pokegama Avenue, Grand Rapids, Minnesota.

ROLL CALL:

PRESENT:

Commissioner Angella Erickson
Chairperson Lea Friesen
Commissioner Doug Learmont
Commissioner Tasha Connelly
Commissioner Bernadine Joselyn
Commissioner Edward Krumpotich - arrival 4:18pm
Commissioner Ashley Goodman

ABSENT:

City Attorney, Chad Sterle

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

None

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

Motion made by Commissioner Connelly to accept the Agenda as printed, second by Commissioner Erickson. All in favor, motion passed.

PRESENTATION:

1. No May Speaker

APPROVE MINUTES:

2. Approve April 27, 2022 Minutes

Motion made by Commissioner Connelly and second by Commissioner Erickson to approve the Minutes from April 27, 2022. All in favor, motion passed.

FINANCIALS:

3. Financial Review: No change to balance from April 30, 2022 of \$5,602.00.

BUSINESS:

4. Calendar of National Observances of Protective Classes

This item was tabled until the end of the Business section of the Agenda. Discussion ensued regarding the Commission's Calendar of National Observances. The observance for each month can lead the Human Rights Commission for that month. For example a "Protected Class Spotlight", where a Commissioner can sign up for a particular month's event on the Calendar of National Observances.

Motion made by Commissioner Joselyn, second by Commissioner Goodman to adopt the Calendar of National Observances on a trial basis for the remainder of the Year 2022. All in favor, motion passed.

The Commission decided to start signing up for future month's events. Commissioner Krumpotich will take June - Pride Month, Commissioner Erickson will take August which is Disability Month and Commission Chair Friesen will sign up for May 2023 - Older Americans Month.

5. Workplan Review

Discussion began with the upcoming events such as the Indigenous People's Day. The Commission is interested in partnering with the organizations that are putting on events such as at the Reif and the celebration planned to be held on the Central School Grounds. There are schools interested in attending these events. At this time, there is not enough info as of yet and the Commission will look for an update on the next agenda.

6. Discussion of Juneteenth Event Sponsorship - Match Arts & Culture Commission Funding

There was a discussion regarding donating to the Juneteenth Event sponsored by Kootasca. The Commission will be in attendance at the event and the City Staff will post that there will be a possible quorum at the event on 6-19-22. Commissioner Joselyn started the discussion of having a booth at the Juneteenth Celebration. The Commission talked about having a tent, who will be operating the booth and having 50 copies of the Human Rights Commission brochure printed and available to the public.

Motion made by Commissioner Connelly and second by Commissioner Joselyn to match the Arts and Culture's funding of the Juneteenth Celebration on 6-19-22, put on by Kootasca of \$425.00. All in favor, motion passed.

7. Update and Vote on June Pride Publication

Commissioner Krumpotich started the discussion regarding placing an advertisement in either the St. Paul Pioneer Press or the Lavender Magazine for Pride Month. Both have large subscriptions but the St. Pioneer Press is less expensive and still commands a large audience.

The Commission agreed that the advertisement is doable, even though it is not a budgeted item in the Workplan. It would replace a couple other budgeted items that are not going to be held this year. The Commission decided on the wording of "Happy Pride GRHRC" to be in Sunday June 26, 2022 in the St. Paul Pioneer Press.

Motion was made by Commissioner Joselyn, second by Commissioner Connelly to place an advertisement in the St. Pioneer Press on Sunday, June 26th, 2022, of "Happy Pride, GRHRC" not to exceed \$750.00 and allow Commissioner Krumpotich to negotiate the details to proceed. All in favor, motion passed.

UPDATES:

Commissioner Joselyn stated that "Conversations in Our Community" is in it's infancy stages out of International Falls, and that it's exciting work and could be an example for other communities.

CALLS/COMPLAINTS/INQUIRIES:

None.

SET AGENDA FOR NEXT MEETING:

BUSINESS:

- 1. June Speaker
- 2. Approve Minutes
- 3. Financial Review
- 4. Discussion and Vote on Questions for the Calendar of National Observances
- 5. Workplan Discussion: Indigenous People's Day/CAT Team & Ojibwe Studies

UPDATES:

- 6. Juneteenth Debrief
- 7. Pride Update

ADJOURN:

Adjourn: 5:50pm

Respectfully Submitted by Cynthia Lyman



GRAND RAPIDS PUBLIC UTILITIES COMMISSION MEETING MINUTES

Wednesday, April 13, 2022

4:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission was held on Wednesday, April 13, 2022 in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

The meeting was called to order by President Stanley at 4:00 PM.

CALL OF ROLL:

PRESENT: President Tom Stanley, Secretary Luke Francisco, Commissioner Rick Blake, Commissioner Rick Smith, Commissioner Nancy Saxhaug

Also present: General Manager Julie Kennedy, Business Services Manager Jean Lane, Water/Wastewater Department Manager Steve Mattson, Administrative/HR Assistant Carrie Jo Kruger and ICTV Representative.

PUBLIC FORUM:

None.

APPROVAL OF MINUTES:

1. Consider a motion to approve the minutes of the March 9, 2022 Regular Meeting and the March 22, 2022 Regular Work Session.

A motion was made by Commissioner Rick Blake, Seconded by Commissioner Rick Smith to approve the minutes of the March 9, 2022 Regular Meeting and the March 22, 2022 Regular Work Session.

The motion carried by the following vote:

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

VERIFIED CLAIMS:

2. Consider a motion to approve the verified claims for March 2022 in the amount \$ 1,890,159.72.

A motion was made by Secretary Francisco, Seconded by Commissioner Smith to approve the verified claims for March 2022 in the amount of \$1,890,159.72.

The motion carried by the following vote:

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

COMMISSION REPORTS:

None.

CONSENT AGENDA: Any item on the consent agenda shall be removed for consideration by the request of any one Commission member, Utility Staff, or the public and put on the regular agenda for discussion and consideration.

A motion was made by Commissioner Blake, Seconded by Commissioner Smith to approve the consent agenda as read.

The motion carried by the following vote:

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

3. Consider a motion to approve the City Treasurer's Report and the Investment Activity Report for March 2022.

Approved by consent agenda vote.

4. Consider a motion to confirm filling the Maintenance I position with the preferred candidate, Mr. Corey Dimich.

Approved by consent agenda vote.

5. Consider a motion to ratify the declaration of a Maintenance II vacancy and confirm filling that position with the preferred candidate, Mr. Jason Smith.

Approved by consent agenda vote.

6. Consider a motion to ratify the declaration of a Maintenance III vacancy and authorize staff to use the December 2021 Maintenance III external applicant pool for this vacancy.

Approved by consent agenda vote.

7. Consider a motion to authorize the sale and/or disposal of surplus property.

Approved by consent agenda vote.

8. Consider a motion to ratify the procurement contract with Eaton for five Gateway 801 communication devices for \$11,220.00.

Approved by consent agenda vote.

9. Consider a motion to ratify the procurement contract with Power Process Equipment for WAS Transfer Pump parts for \$3,846.22.

Approved by consent agenda vote.

10. Consider a motion to ratify the procurement contract with Power Process Equipment for pump parts for rebuilding the Moyno 2000 primary sludge pump for \$17,594.28.

Approved by consent agenda vote.

11. Consider a motion to ratify the procurement contract with Quality Flow Systems, Inc. for a control panel for Lift Station 6 for \$16,490.

Approved by consent agenda vote.

12. Consider a motion to ratify the procurement contract with Quality Flow Systems, Inc. for a control panel for Lift Station 7 for \$16,490.

Approved by consent agenda vote.

13. Consider a motion to ratify the procurement contract with Quality Flow Systems, Inc. for pumps for Lift Station 6 for \$14,600.

Approved by consent agenda vote.

14. Consider a motion to ratify the procurement contract with Quality Flow Systems Inc for pumps for Lift Station 7 for \$14,600

Approved by consent agenda vote.

15. Consider a motion to ratify the procurement contract with WinCan LLC for Collections System Integration Software for \$12,235.

Approved by consent agenda vote.

16. Consider a motion to ratify the procurement contract with Frontier Precision for GPS receivers for the iPads for \$4,656.60.

Approved by consent agenda vote.

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

A motion was made by Commissioner Blake, Seconded by Secretary Francisco to approve the Regular Agenda as presented.

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

ADMINISTRATION:

17. Consider a motion to rescind Section 7, paragraphs 1 and 3 of the existing Water System Policy, to adopt the new Water Hydrant Use Policy and new Water Hydrant Use Agreement, and to adopt the revised Water And Sewer Ancillary Charges Policy.

A motion made by Secretary Francisco, Seconded by Commissioner Saxhaug to rescind Section 7, paragraphs 1 and 3 of the existing Water System Policy and to adopt the new Water Hydrant Use Policy with one modification (strike the sentence beginning with "if an air gap") and new Water Hydrant Use Agreement with one modification (strike the sentence beginning with "if an airgap cannot"), and to adopt the revised Water And Sewer Ancillary Charges Policy.

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

18. Review Administration Department Monthly Report

General Manager Julie Kennedy reviewed the April Administration Department Report with the Commission.

BUSINESS SERVICES DEPARTMENT:

19. Consider a motion to ratify the procurement contract with Government Finance Officers Association (GFOA) for Enterprise Resource Planning (ERP) Advisory Services for \$20,000.

A motion was made by Secretary Francisco, Seconded by Commissioner Blake to ratify the procurement contract with Government Finance Officers Association (GFOA) for Enterprise Resource Planning (ERP) Advisory Services for \$20,000.

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

20. Review Business Services Department Monthly Report

Business Services Manager Jean Lane reviewed the April Business Services Department Report with the Commission.

ELECTRIC DEPARTMENT:

21. Review Electric Department Report

In Jeremy Goodell's absence, General Manager Julie Kennedy reviewed the April Electric Department Report with the Commission.

WATER AND WASTEWATER DEPARTMENT:

22. Review Water-Wastewater Department Report

Water/Wastewater Department Manager Steve Mattson reviewed the April Water and Wastewater Department Report with the Commission.

SAFETY REPORT:

23. Review Safety Monthly Report

General Manager Julie Kennedy reviewed the April Safety Report with the Commission.

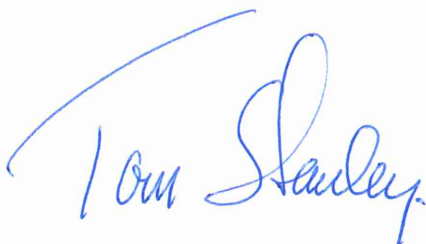
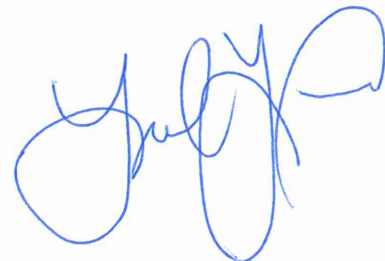
ADJOURNMENT:

By call of the chair, the regular meeting was declared adjourned at 4:53 PM.

The next Regular Work Session is scheduled for Tuesday, April 26, 2022 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Regular Meeting of the Commission is scheduled for Wednesday, May 11, 2022 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

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CITY OF
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REQUEST FOR COUNCIL ACTION

AGENDA DATE: June 27th, 2022

AGENDA ITEM: Consider entering into a professional services agreement with SEH for the drafting of legal descriptions at the former Murphy Elementary School site.

PREPARED BY: Rob Mattei

BACKGROUND:

This agreement authorizes the drafting of three legal descriptions for the former Murphy Elementary School site in an amount not to exceed \$4,200 including expenses and equipment.

REQUESTED COUNCIL ACTION:

Make a motion to enter into a professional services agreement with SEH for the drafting of legal descriptions at the former Murphy Elementary School site.

Agreement for Professional Services

This Agreement is effective as of May 1, 2022, between Community Development - The City of Grand Rapids (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Murphy Elementary Legal Descriptions.

Client's Authorized Representative: Rob Mattei

Address: 420 N. Pokegama Avenue
Grand Rapids, MN 55744

Telephone: 218.326.7622 **email:** rmattei@ci.grand-rapids.mn.us

Project Manager: Theo Brown

Address: 1200 SE 4th Avenue, Suite 200
Grand Rapids, MN 55744

Telephone: 218.322.4500 **email:** tsbrown@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Drafting of three legal descriptions areas on parcel 91-016-4302 and 91-665-0110 in Itasca County, MN. The legal descriptions include easements on the western most edge covering the concrete walk on parcel 91-016-4302 and 91-665-0110, an easement on the eastern most edge of parcel 91-016-4302 for the existing roadway and creating a legal description on the eastern edge of parcel 91-016-4302 and 91-665-0110 for property that would be retained by Independent School District 318.

Schedule: To be determined by the client and consultant at time of work.

Payment: A retainer in the amount of \$0 will be paid in advance of Consultant starting work and will be applied to the final invoice(s).

The lump sum fee is \$4200 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

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Short Elliott Hendrickson Inc.

By: 

Sara Christenson

Title: Client Service Manager

Community Development - The City of Grand Rapids

By: _____

Title: _____

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement (“Services”). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant’s services under this Agreement are being performed solely for the Client’s benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant’s obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant’s control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant’s effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant’s standard rates.

D. Suspension and Termination

1. If Consultant’s services are delayed or suspended in whole or in part by Client, or if Consultant’s services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days’ written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client’s requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant’s Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.

3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant’s Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.

4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant’s reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.

5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant’s employees related to inappropriate or unwelcomed actions by Client or Client’s employees or agents. This shall include, but not be limited to, providing access to Client’s employees for Consultant’s investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant’s employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client’s facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client’s employees.

7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant’s employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
 3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
2. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Exhibit A-2
to Agreement for Professional Services
Between Community Development - The City of Grand Rapids (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated May 1, 2022

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: July 11, 2022

AGENDA ITEM: Consider changing Long Term Disability (LTD) to Mutual of Omaha.

PREPARED BY: Lynn DeGrio

BACKGROUND:

At the April 25, 2022 City Council meeting, the Council approved changing providers for Base Life, Supplemental Life, and Long Term Disability (LTD). Al Roth, Benefits Consultant at the AT Group, recommended we change providers from Unum and Lincoln Financial to Met Life and Hartford. Unfortunately, Hartford would only agree to the total package.

Therefore, the AT Group has done additional research and has found that Mutual of Omaha will be willing to provide LTD at a lesser cost to the City. We are currently using Lincoln Financial through the month of July; this change will be effective August 1, 2022.

REQUESTED COUNCIL ACTION:

Make a motion to change the Long Term Disability (LTD) provider from Lincoln Financial to Mutual of Omaha effective August 1, 2022.



Long Term Disability

Class Description(s):

Class 1: All Full-time Active Employees who are Exempt Employees and receiving Employer paid LTD plan
Full Time Eligibility: 40 hours per week

City of Grand Rapids	Lincoln Financial	Mutual of Omaha
Feature	Description	Description
Benefit Percentage	60%	60%
Maximum Monthly Benefit*	\$6,000	\$8,000
Minimum Monthly Benefit	Greater of \$100 or 10%	Greater of \$100 or 10%
Elimination Period	180 Days	90 Days
Benefit Duration	SSNRA	ADEA 1 with SSNRA
Definition Of Disability	3 Years Own Occupation	3 Years Own Occupation
Return To Work Incentive Applies	Yes	Yes
Integration Method	Direct	Direct
Social Security Offset	Family	Family
Pre-Existing Condition Limitation	Look-back/Insured 3/12 months	Look-back/Insured 3/12 months
Takeover Provision	No Loss/No Gain	No Loss/No Gain
Mental Illness Limitation	24 Month Outpatient	24 Month Per Occurrence
Substance Abuse Limitation	24 Month Outpatient	24 Month Per Occurrence
Specified Condition Limitation	None	None -same as any illness
Workplace Modification Benefit	Included	Included
Survivor Income Benefit Option	3 Times Last Monthly Gross Benefit	3 Times Last Monthly Gross Benefit
Employer Participates In Worker's Compensation	Yes	Yes
Employee Contribution	Class 1 - Non-Contributory	Class 1 - Non-Contributory
Participation Requirement	Class 1 - 100% of Eligible Employees	Class 1 - 100% of Eligible Employees
Initial Rate Guarantee Period	N/A	2 Years 5 Months
Rate Per \$100 of Covered Payroll	\$0.63	\$0.32
Rate Summary		
Covered Monthly Payroll	\$147,976	\$147,976
Estimated Monthly Premium	\$932.25	\$473.52
Estimated Annual Premium	\$11,186.99	\$5,682.28

Group Insurance Application

United of Omaha Life Insurance Company
3300 Mutual of Omaha Plaza • Omaha, NE 68175



APPLICANT INFORMATION

Applicant (Full Legal Name) City of Grand Rapids

Address 420 N Pokegama Ave

City Grand Rapids

State MN

ZIP 55744

REQUESTED EFFECTIVE DATE

Insert Date on this Line 08-01-2022

If this application is approved, insurance will become effective on the requested effective date, unless United of Omaha Life Insurance Company sends written notice of a different effective date.

Coverage(s) being applied for	GROUP (Contributory / Non-Contributory)	GROUP VOLUNTARY (100% Employee Paid)
Life	<input type="checkbox"/>	<input type="checkbox"/>
Life / AD&D	<input type="checkbox"/>	<input type="checkbox"/>
Short Term Disability	<input type="checkbox"/>	<input type="checkbox"/>
Long Term Disability	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dental	<input type="checkbox"/>	<input type="checkbox"/>
Vision	<input type="checkbox"/>	<input type="checkbox"/>
Critical Illness	<input type="checkbox"/>	<input type="checkbox"/>
Accident	<input type="checkbox"/>	<input type="checkbox"/>

REQUIRED FRAUD WARNING

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, may be guilty of a crime and may subject such person to criminal and civil penalties.

ACKNOWLEDGEMENT AND SIGNATURE

All statements in this application and any claims experience data provided to United of Omaha Life Insurance Company are true and complete and will be relied upon by United of Omaha Life Insurance Company to determine whether to issue a policy. Such statements and claims experience data, along with the group insurance proposal from United of Omaha Life Insurance Company, are the basis for any policy issued by United of Omaha Life Insurance Company. Any incomplete, incorrect or misleading statements or data may void this application and any issued policy as of the effective date.

If an authorized representative at United of Omaha Life Insurance Company's Home Office does not approve this application, no insurance is in effect at any time and any advance payment received will be returned.

Applicant Signature

Name

Title

Date

Broker Signature

Name A.T. Group, LLC - Allan Roth

License #



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: July 11th, 2022

AGENDA ITEM: Consider approving the final pay estimate for CP 2015-3, Hwy 2 W Trail in the amount of \$13,722.94 and balancing change order #4.

PREPARED BY: Aurimy Groom

BACKGROUND:

Attached is the final pay estimate and balancing change order #4. A balancing change order is an accounting device to adjust the contract amount to equal the as built amount. The original contract amount was \$1,258,000.00 and the final contract amount is \$1,288,341.65. Approval of these items will close out the project.

REQUESTED COUNCIL ACTION:

Make a motion to approve the final pay estimate for CP 2015-3, Hwy 2 W Trail in the amount of \$13,722.94 and balancing change order #4.

	Change Order No.	4
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Project Location	Grand Rapids MN		
Local Agency	The City of Grand Rapids	Local Project No.	GRANR 152638
Contractor	TNT Construction Group, LLC	Contract No.	C.P. 2015-3 / SP 129-090-008
Address/City/State/Zip	40 County Road 63 / Grand Rapids / MN / 55744		
Total Change Order Amount \$	0		

This is a Balancing Change Order. A Balancing Change Order is an accounting devise used to adjust the Contract Amount to equal the As-Built Amount.

Contract Amount: Original = \$1,258,000.00, Revised = \$1,288,341.65

Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)						
**Group/funding Category	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
Net Change this Change Order						0

Due to this change, the contract time: (check one)	
<input checked="" type="checkbox"/> Is NOT changed	<input type="checkbox"/> May be revised as provided in MnDOT Specification 1806
Number of Working Days Affected by this Contract Change: Additional Week added for CL5 and Paving per street (does not change interim substantial completion date)	Number of Calendar Days Affected by this Contract Change: Additional Week added for CL5 and Paving per street (does not change interim substantial completion date)

Approved by Project Engineer: _____ Date: _____
 Print Name: Matt Wegwerth Phone: 218.326.7612

Contract Number: C.P. 2015-3 / SP 129-090-008
 Final Pay Request Number: 18

Project Number GRANR 152638	Project Description US Highway 2 West Trail
---------------------------------------	---

Contractor: TNT Construction Group, LLC 40 County Road 63 Grand Rapids, MN 55744	Vendor Number: N/A Up To Date: 06/29/2022
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Contract Amount	Funds Encumbered		Total
	Original	Additional	
Original Contract	\$1,258,000.00		\$1,258,000.00
Contract Changes	\$27,384.90		N/A
Revised Contract	\$1,285,384.90		\$1,258,000.00

Work Certified To Date	
Base Bid Items	\$1,243,532.35
Contract Changes	\$44,809.30
Material On Hand	\$0.00
Total	\$1,288,341.65

Project	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
GRANR 152638	\$848.00	\$1,288,341.65	(\$12,674.94)	\$1,274,618.71	\$13,722.94	\$1,288,341.65

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$848.00	\$1,288,341.65	\$0.00	\$1,274,618.71	\$13,722.94	\$1,288,341.65
Percent: Retained: 0%					Percent Complete: 100.23%
Amount Paid this Final Pay Request: \$13,722.94					

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By  Approved By TNT Construction Group, LLC
 City Engineer  Contractor 
 Date 6/29/2022 Date 6/29/2022

Final Pay Request No. : 18
Contract No.: C.P. 2015-3 / SP 129-090-008

Certificate of Final Contract Acceptance
Final Voucher Number: 18

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated _____ Signature _____ City Engineer
The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$1,288,341.65 and agrees to the amount of \$13,722.94 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: TNT Construction Group, LLC By Janet Hammerlund, President
And _____ And _____ State of Minnesota,
On This 29 Day June, 2022, Before me appeared Janet Hammerlund To me known
to _____

(Individual Acknowledgment)
be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as _____ free to act and deed

(Corporate Acknowledgment)
Janet Hammerlund And _____ to me personally known, who, being each by me duly
sworn

each did say that they are respectively the President and _____ of the
TNT Construction Group, LLC Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the
Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by
authority of its

President and said _____ and _____
acknowledged said instrument to be the free act and deed of said Corporation.
Notarial My Commission as Notary Public in Itasca County _____
Seal Expires January 31, 2024 Signature Kathleen Paulley



I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher.

This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

Dated _____ Signature _____ District Engineer

Contract No: C.P. 2015-3 / SP 129-090-008
Final Pay Request No. 18

**City of Grand Rapids
Certificate of Final Acceptance
Board Acknowledgment**

Contract Number: C.P. 2015-3 / SP 129-090-008
Contractor: TNT Construction Group, LLC
Date Certified: 6/29/2022
Payment Number: 18

Whereas: Contract No. C.P. 2015-3 / SP 129-090-008 has in all things been completed, and the City Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of City of Grand Rapids and authorize final payment as specified herein.

State of _____

I, _____, The City of Grand Rapids within and for said city do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

Dated this _____ day of _____, 20__

At _____

Signed By _____

City of Grand Rapids

(SEAL)

Contract Payment Summary				
Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2020-09-29	\$3,774.39	\$188.72	\$3,585.67
2	2020-10-26	\$1,450.00	\$72.50	\$1,377.50
3	2020-11-09	\$52,133.79	\$2,606.69	\$49,527.10
4	2020-11-24	\$41,524.00	\$2,076.20	\$39,447.80
5	2021-03-10	\$4,835.50	\$241.77	\$4,593.73
6	2021-04-01	\$77,863.15	\$3,893.16	\$73,969.99
7	2021-04-13	\$48,824.00	\$2,441.20	\$46,382.80
8	2021-04-27	\$173,055.34	\$8,652.77	\$164,402.57
9	2021-05-12	\$573,612.73	\$28,680.64	\$544,932.09
10	2021-06-01	\$203,458.35	\$10,172.91	\$193,285.44
11	2021-06-16	\$57,625.00	\$2,861.25	\$54,763.75
12	2021-07-13	\$2,639.90	\$132.00	\$2,507.90
13	2021-07-27	\$5,920.00	\$296.00	\$5,624.00
14	2021-08-10	\$19,468.50	\$973.42	\$18,495.08
15	2021-08-27	\$12,782.60	\$639.13	\$12,143.47
16	2021-09-16	\$7,995.40	\$399.77	\$7,595.63
17	2021-09-29	\$531.00	(\$51,473.19)	\$582,004.19
18	2022-08-22	\$849.00	(\$12,874.94)	\$13,722.94

Contract Funding Category Summary						
Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
GRPU		\$39,953.76	\$0.00	\$39,554.22	\$399.54	\$39,953.76
Lighting		\$47,279.40	\$0.00	\$46,806.61	\$472.79	\$47,279.40
Roadway		\$125,293.45	\$0.00	\$125,402.77	(\$109.32)	\$125,293.45
Storm-C		\$59,371.09	\$0.00	\$58,777.38	\$593.71	\$59,371.09
5TH ST SEG - Storm		\$39,181.53	\$0.00	\$38,789.70	\$391.83	\$39,181.53
5TH ST SEG - Trail		\$212,639.80	\$0.00	\$179,308.60	\$33,331.20	\$212,639.80
HWY 2 SEG - Storm		\$10,871.13	\$0.00	\$10,762.42	\$108.71	\$10,871.13
HWY 2 SEG - Trail		\$753,751.49	\$0.00	\$775,217.01	(\$21,465.52)	\$753,751.49

Contract Funding Source Summary					
Accounting Number	Funding Source Name	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
GRPU	GRPUC - E	\$399.54	\$39,953.77	\$39,953.77	\$39,953.76
Lighting	Local - Grand Rapids	\$472.79	\$47,279.40	\$47,279.40	\$47,279.40
Roadway	Local - Grand Rapids	(\$109.32)	\$132,232.65	\$132,232.65	\$125,293.45
Storm-City	Storm Sewer	\$593.71	\$58,821.09	\$59,243.39	\$59,371.09
Storm - Participating	Federal	\$500.54	\$54,067.66	\$54,067.66	\$50,052.66
Trail - Participating	Federal	\$11,865.68	\$953,030.33	\$945,223.13	\$966,391.29

Project Payment Summary						
Project	Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request	Amount Paid Per Request
GRANR 152638	1	2020-09-29	\$3,774.39	\$188.72	\$3,585.67	\$3,585.67
GRANR 152638	2	2020-10-26	\$1,450.00	\$72.50	\$1,377.50	\$1,377.50
GRANR 152638	3	2020-11-09	\$52,133.79	\$2,606.67	\$49,527.12	\$49,527.12
GRANR 152638	4	2020-11-24	\$41,524.00	\$2,076.20	\$39,447.80	\$39,447.80
GRANR 152638	5	2021-03-10	\$4,835.50	\$241.79	\$4,593.71	\$4,593.71
GRANR 152638	6	2021-04-01	\$77,863.15	\$3,893.16	\$73,969.99	\$73,969.99
GRANR 152638	7	2021-04-13	\$48,824.00	\$2,441.20	\$46,382.80	\$46,382.80
GRANR 152638	8	2021-04-27	\$173,055.34	\$8,652.77	\$164,402.57	\$164,402.57
GRANR 152638	9	2021-05-12	\$573,612.73	\$28,680.64	\$544,932.09	\$544,932.09
GRANR 152638	10	2021-06-01	\$203,458.35	\$10,172.91	\$193,285.44	\$193,285.44
GRANR 152638	11	2021-06-16	\$57,625.00	\$2,834.70	\$54,790.30	\$54,790.30
GRANR 152638	12	2021-07-13	\$2,639.90	\$178.55	\$2,461.35	\$2,461.35
GRANR 152638	13	2021-07-27	\$5,920.00	\$296.00	\$5,624.00	\$5,624.00
GRANR 152638	14	2021-08-10	\$19,468.50	\$973.42	\$18,495.08	\$18,495.08
GRANR 152638	15	2021-08-27	\$12,782.60	\$639.13	\$12,143.47	\$12,143.47
GRANR 152638	16	2021-09-16	\$7,995.40	\$399.77	\$7,595.63	\$7,595.63
GRANR 152638	17	2021-09-29	\$531.00	(\$51,473.19)	\$52,004.19	\$52,004.19
GRANR 152638	18	2022-06-22	\$848.00	(\$12,874.94)	\$13,722.94	\$13,722.94

Project Funding Category Summary									
Project	Funding Category Name	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date			
GRANR 152638	NP / 5th/17th / GRPU	\$39,953.76	\$0.00	\$39,554.22	\$399.54	\$39,953.76			
GRANR 152638	NP / 5th/17th / Lighting	\$47,279.40	\$0.00	\$46,606.61	\$472.79	\$47,279.40			
GRANR 152638	NP / 5th/17th / Roadway	\$125,293.45	\$0.00	\$125,402.77	(\$109.32)	\$125,293.45			
GRANR 152638	NP / 5th/17th / Storm-C	\$59,371.09	\$0.00	\$58,777.38	\$593.71	\$59,371.09			
GRANR 152638	P / 5th St Seg / 5TH ST SEG - Storm	\$39,181.53	\$0.00	\$38,789.70	\$391.83	\$39,181.53			
GRANR 152638	P / 5th St Seg / 5TH ST SEG - Trail	\$212,639.80	\$0.00	\$179,308.60	\$33,331.20	\$212,639.80			
GRANR 152638	P / HWY 2 Seg / HWY 2 SEG - Storm	\$10,871.13	\$0.00	\$10,762.42	\$108.71	\$10,871.13			
GRANR 152638	P / HWY 2 Seg / HWY 2 SEG - Trail	\$753,751.49	\$0.00	\$775,217.01	(\$21,465.52)	\$753,751.49			

Project Funding Source Summary					
Project	Funding Source Name	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
GRANR 152638	GRPU	\$399.54	\$39,953.77	\$39,953.77	\$39,953.76
GRANR 152638	Lighting	\$472.79	\$47,279.40	\$47,279.40	\$47,279.40
GRANR 152638	Roadway	(\$109.32)	\$132,232.65	\$132,232.65	\$125,293.45
GRANR 152638	Storm-City	\$593.71	\$58,821.09	\$39,243.39	\$59,371.09
GRANR 152638	Storm - Participating	\$500.54	\$54,067.66	\$54,067.66	\$50,052.66
GRANR 152638	Trail - Participating	\$11,865.68	\$953,030.33	\$945,223.13	\$966,391.29

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
GRANR 152638	1	2011.601	CONSTRUCTION SURVEYING	LUMP SUM	\$13,900.00	1	0	\$0.00	1	\$13,900.00
GRANR 152638	2	2021.501	MOBILIZATION	LUMP SUM	\$111,913.08	1	0	\$0.00	1	\$111,913.08
GRANR 152638	3	2101.501	CLEARING AND GRUBBING	LUMP SUM	\$5,000.00	1	0	\$0.00	1	\$5,000.00
GRANR 152638	4	2101.524	CLEARING	TREE	\$200.00	11	0	\$0.00	12	\$2,400.00
GRANR 152638	5	2101.524	GRUBBING	TREE	\$125.00	13	0	\$0.00	14	\$1,750.00
GRANR 152638	6	2104.502	REMOVE HYDRANT	EACH	\$500.00	3	0	\$0.00	3	\$1,500.00
GRANR 152638	7	2104.502	REMOVE MAIL BOX SUPPORT	EACH	\$50.00	6	0	\$0.00	4	\$200.00
GRANR 152638	8	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	\$400.00	1	0	\$0.00	2	\$800.00
GRANR 152638	9	2104.502	REMOVE POST	EACH	\$40.00	1	0	\$0.00	2	\$80.00
GRANR 152638	10	2104.502	REMOVE SIGN TYPE C	EACH	\$40.00	4	0	\$0.00	4	\$160.00
GRANR 152638	11	2104.502	REMOVE SIGN TYPE SPECIAL	EACH	\$60.00	6	0	\$0.00	6	\$360.00
GRANR 152638	12	2104.502	SALVAGE MAIL BOX SUPPORT	EACH	\$50.00	1	0	\$0.00	1	\$50.00
GRANR 152638	13	2104.502	SALVAGE SIGN TYPE C	EACH	\$50.00	5	0	\$0.00	5	\$250.00
GRANR 152638	14	2104.502	SALVAGE WOOD POST	EACH	\$500.00	1	0	\$0.00	0	\$0.00
GRANR 152638	15	2104.503	REMOVE CURB & GUTTER	LIN FT	\$8.00	281	0	\$0.00	270.5	\$2,164.00
GRANR 152638	16	2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	\$15.00	58	0	\$0.00	68	\$1,020.00
GRANR 152638	17	2104.503	REMOVE WATER MAIN	LIN FT	\$15.00	32	0	\$0.00	32	\$480.00
GRANR 152638	18	2104.503	REMOVE WATER SERVICE PIPE	LIN FT	\$9.00	42	0	\$0.00	42	\$378.00
GRANR 152638	19	2104.503	REMOVE WOOD FENCE	LIN FT	\$2.25	180	0	\$0.00	180	\$405.00
GRANR 152638	20	2104.503	SAWING BIT PVMAT (FULL DEPTH)	LIN FT	\$2.50	972	0	\$0.00	1540.5	\$3,851.25
GRANR 152638	21	2104.503	SAWING CONCRETE PVMAT (FULL DEPTH)	LIN FT	\$4.00	22	0	\$0.00	22	\$88.00
GRANR 152638	22	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$5.00	1386	0	\$0.00	1446	\$7,225.00
GRANR 152638	23	2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	\$20.00	15	0	\$0.00	15	\$300.00
GRANR 152638	24	2104.602	RELOCATE FLAG POLE	EACH	\$125.00	8	0	\$0.00	4	\$500.00
GRANR 152638	25	2105.504	GEOTEXTILE FABRIC TYPE 5	SQ YD	\$1.10	2084	0	\$0.00	2064	\$2,270.40
GRANR 152638	26	2105.507	COMMON EXCAVATION (F) (P)	CU YD	\$30.00	2463	0	\$0.00	2463	\$73,890.00
GRANR 152638	27	2105.507	SELECT GRANULAR BORROW (CV)	CU YD	\$18.00	836	0	\$0.00	854	\$15,372.00
GRANR 152638	28	2105.507	SUBGRADE EXCAVATION	CU YD	\$9.00	838	0	\$0.00	838	\$7,542.00
GRANR 152638	29	2112.919	SUBGRADE PREPARATION	RD ST	\$450.00	33.15	0	\$0.00	33.15	\$14,917.50
GRANR 152638	30	2112.604	SUBGRADE PREPARATION SPECIAL	SQ YD	\$2.00	941	0	\$0.00	941	\$1,882.00
GRANR 152638	31	2118.507	AGGREGATE SURFACING (CV) CLASS 5	SQ YD	\$60.00	56	0	\$0.00	50	\$3,000.00
GRANR 152638	32	2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	\$60.00	1070	0	\$0.00	1070	\$64,200.00
GRANR 152638	33	2231.604	BITUMINOUS PATCH SPECIAL	SQ YD	\$85.00	393	0	\$0.00	511	\$43,435.00
GRANR 152638	34	2360.509	TYPE SP 12.5 NON WEARING COURSE MIX (2.C)	TON	\$100.00	133	0	\$0.00	132.07	\$13,207.00
GRANR 152638	35	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2.B)	TON	\$120.00	515	0	\$0.00	492.37	\$59,084.40
GRANR 152638	36	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2.C)	TON	\$100.00	270	0	\$0.00	243.4	\$24,340.00
GRANR 152638	37	2411.602	INSTALL TRANSFORMER PAD	EACH	\$500.00	4	0	\$0.00	4	\$2,000.00
GRANR 152638	38	2411.618	PREFABRICATED MODULAR BLOCK WALL (P) (P)	SQ FT	\$58.00	6005	0	\$0.00	6005	\$348,290.00
GRANR 152638	39	2451.607	CRUSHED ROCK (CV)	CU YD	\$25.00	89	0	\$0.00	89	\$2,225.00
GRANR 152638	40	2501.502	18" GS PIPE APRON	EACH	\$400.00	1	0	\$0.00	1	\$400.00
GRANR 152638	41	2501.502	22" SPAN RC PIPE-ARCH APRON	EACH	\$2,300.00	3	0	\$0.00	3	\$6,900.00
GRANR 152638	42	2501.502	24" GS PIPE APRON	EACH	\$600.00	4	0	\$0.00	4	\$2,400.00
GRANR 152638	43	2501.502	28" SPAN RC PIPE-ARCH APRON	EACH	\$3,250.00	2	0	\$0.00	2	\$6,500.00
GRANR 152638	44	2501.503	22" SPAN RC PIPE-ARCH CULVERT IIIA	LIN FT	\$125.00	9	0	\$0.00	9	\$1,125.00
GRANR 152638	45	2501.503	24" CS PIPE CULVERT	LIN FT	\$50.00	68	0	\$0.00	68	\$3,400.00
GRANR 152638	46	2501.503	28" SPAN RC PIPE-ARCH CULVERT IIIA	LIN FT	\$166.00	23	0	\$0.00	23	\$3,785.00
GRANR 152638	47	2502.503	4" PERF PE PIPE DRAIN	LIN FT	\$6.00	230	0	\$0.00	230	\$1,380.00
GRANR 152638	48	2503.503	15" RC PIPE SEWER DES 3006 CLASS	LIN FT	\$68.00	415	0	\$0.00	415	\$28,220.00
GRANR 152638	49	2503.503	18" CS PIPE SEWER	LIN FT	\$45.00	24	0	\$0.00	28	\$1,260.00

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
GRANR 152638	50	2503.503	22" SPAN RC PIPE-ARCH SEWER CL 11A	LIN FT	\$135.00	54	0	\$0.00	57	\$7,695.00
GRANR 152638	51	2503.503	24" CS PIPE SEWER	LIN FT	\$52.00	43	0	\$0.00	43	\$2,236.00
GRANR 152638	52	2503.501	CONNECT TO INFLACE CULVERT	LUMP	\$600.00	1	0	\$0.00	1	\$600.00
GRANR 152638	53	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$750.00	3	0	\$0.00	3	\$2,250.00
GRANR 152638	54	2504.602	1" CORPORATION STOP	EACH	\$600.00	1	0	\$0.00	1	\$600.00
GRANR 152638	55	2504.602	1" CURB STOP & BOX	EACH	\$1,000.00	2	0	\$0.00	2	\$2,000.00
GRANR 152638	56	2504.602	6" GATE VALVE AND BOX	EACH	\$2,500.00	4	0	\$0.00	4	\$10,000.00
GRANR 152638	57	2504.602	ADJUST VALVE BOX	EACH	\$375.00	8	0	\$0.00	7	\$2,625.00
GRANR 152638	58	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$1,500.00	7	0	\$0.00	7	\$10,500.00
GRANR 152638	59	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$250.00	2	0	\$0.00	2	\$500.00
GRANR 152638	60	2504.602	HYDRANT	EACH	\$6,000.00	4	0	\$0.00	4	\$24,000.00
GRANR 152638	61	2504.602	RELOCATE HYDRANT & VALVE	EACH	\$5,000.00	1	0	\$0.00	1	\$5,000.00
GRANR 152638	62	2504.603	1" TYPE K COPPER PIPE	LIN FT	\$44.00	72	0	\$0.00	78	\$3,432.00
GRANR 152638	63	2504.603	6" WATER MAIN DUCTILE IRON CL 52	LIN FT	\$74.00	69	0	\$0.00	69	\$5,106.00
GRANR 152638	64	2504.603	HYDRANT RISER	LIN FT	\$1,400.00	2	0	\$0.00	2	\$2,800.00
GRANR 152638	65	2504.604	2" INSULATION	SQ YD	\$31.00	14.2	0	\$0.00	14.3	\$443.30
GRANR 152638	66	2504.608	WATERMAIN FITTINGS	POUND	\$21.00	214	0	\$0.00	288	\$6,048.00
GRANR 152638	67	2506.502	ADJUST FRAME & RING CASTING	EACH	\$500.00	2	0	\$0.00	2	\$1,000.00
GRANR 152638	68	2506.502	CASTING ASSEMBLY	EACH	\$1,300.00	7	0	\$0.00	7	\$9,100.00
GRANR 152638	69	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	\$3,200.00	6	0	\$0.00	6	\$19,200.00
GRANR 152638	70	2506.502	CONST DRAINAGE STRUCTURE DES 80-4020	EACH	\$4,800.00	1	0	\$0.00	1	\$4,800.00
GRANR 152638	71	2506.602	GROUT CATCH BASIN OR MANHOLE	EACH	\$700.00	1	0	\$0.00	1	\$700.00
GRANR 152638	72	2511.504	GEOTEXTILE FILTER TYPE 4	SQ YD	\$2.80	583.6	0	\$0.00	583.6	\$1,517.36
GRANR 152638	73	2511.507	RANDOM RIPRAP CLASS III	CU YD	\$70.00	270.5	0	\$0.00	270.5	\$18,935.00
GRANR 152638	74	2521.518	4" CONCRETE WALK	SQ FT	\$6.00	1179	0	\$0.00	1097	\$6,582.00
GRANR 152638	75	2521.518	6" CONCRETE WALK	SQ FT	\$12.50	2812	0	\$0.00	2600	\$32,500.00
GRANR 152638	76	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$30.00	398	0	\$0.00	404	\$12,120.00
GRANR 152638	77	2531.503	CONCRETE CURB & GUTTER DESIGN D412	LIN FT	\$30.00	151	0	\$0.00	154.5	\$4,635.00
GRANR 152638	78	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$60.00	11	0	\$0.00	11	\$660.00
GRANR 152638	79	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$72.00	32	0	\$0.00	39	\$2,808.00
GRANR 152638	80	2531.618	TRUNCATED DOMES	SQ FT	\$55.00	164	0	\$0.00	144	\$7,920.00
GRANR 152638	81	2540.602	INSTALL MAIL BOX SUPPORT	EACH	\$100.00	1	0	\$0.00	1	\$100.00
GRANR 152638	82	2540.602	MAIL BOX SUPPORT	EACH	\$100.00	6	0	\$0.00	4	\$400.00
GRANR 152638	83	2540.602	RELOCATE MISCELLANEOUS STRUCTURE	EACH	\$40.00	2	0	\$0.00	0	\$0.00
GRANR 152638	84	2545.502	HANDHOLE	EACH	\$450.00	2	0	\$0.00	2	\$900.00
GRANR 152638	85	2545.502	LIGHT FOUNDATION DESIGN E MODIFIED	EACH	\$1,100.00	4	0	\$0.00	4	\$4,400.00
GRANR 152638	86	2545.502	LIGHTING UNIT TYPE SPECIAL	EACH	\$3,490.00	4	0	\$0.00	4	\$13,960.00
GRANR 152638	87	2545.502	SERVICE EQUIPMENT	EACH	\$1,400.00	3	0	\$0.00	3	\$4,200.00
GRANR 152638	88	2545.503	2" NON-METALLIC CONDUIT	LIN FT	\$6.80	850	0	\$0.00	850	\$5,780.00
GRANR 152638	89	2545.503	2" NON-METALLIC CONDUIT (DIRECTIONAL BORE)	LIN FT	\$14.50	1250	0	\$0.00	1250	\$18,125.00
GRANR 152638	90	2545.503	UNDERGROUND WIRE 1/C 8 AWG (P)	LIN FT	\$0.95	2775	0	\$0.00	2775	\$2,636.25
GRANR 152638	91	2545.603	INSTALL UNDERGROUND #1/0 PRI CABLE	LIN FT	\$6.00	1525	0	\$0.00	1525	\$9,150.00
GRANR 152638	92	2545.603	INSTALL UNDERGROUND #4/0 URD TRIPLIX CABLE	LIN FT	\$4.00	410	0	\$0.00	410	\$1,640.00
GRANR 152638	93	2557.603	FENCE DESIGN SPECIAL	LIN FT	\$112.25	160	0	\$0.00	0	\$0.00
GRANR 152638	94	2557.603	WOODEN FENCE	LIN FT	\$24.80	180	0	\$0.00	178	\$4,378.80
GRANR 152638	95	2593.601	TRAFFIC CONTROL	LUMP	\$15,000.00	1	0	\$0.00	1	\$15,000.00
GRANR 152638	96	2594.502	INSTALL SIGN PANEL TYPE C	EACH	\$365.00	1	0	\$0.00	1	\$365.00
GRANR 152638	97	2594.518	INSTALL SIGN PANEL TYPE C	SQ FT	\$62.00	86.5	0	\$0.00	86.5	\$5,363.00
GRANR 152638	98	2594.518	INSTALL SIGN PANELS TYPE SPECIAL	SQ FT	\$46.00	40.5	2	\$92.00	40.5	\$1,863.00

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
GRANR 152638	99	2571.524	CONIFEROUS TREE 5' HT CONT	TREE	\$650.00	15	0	\$0.00	15	\$9,750.00
GRANR 152638	100	2571.524	DECIDUOUS TREE 1.5" CAL CONT	TREE	\$750.00	4	0	\$0.00	4	\$3,000.00
GRANR 152638	101	2571.525	DECIDUOUS SHRUB 2' HT BR	SHRB	\$145.00	9	0	\$0.00	9	\$1,305.00
GRANR 152638	102	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$1,000.00	1	0	\$0.00	1	\$1,000.00
GRANR 152638	103	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$175.00	20	0	\$0.00	11	\$1,925.00
GRANR 152638	104	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	\$6.00	605	0	\$0.00	440	\$2,640.00
GRANR 152638	105	2573.503	SILT FENCE TYPE MS	LIN FT	\$3.50	1302	0	\$0.00	1174	\$4,108.00
GRANR 152638	106	2574.505	SOIL BED PREPARATION	ACRE	\$450.00	1.74	0	\$0.00	1.74	\$783.00
GRANR 152638	107	2574.507	COMMON TOPSOIL BORROW	CU YD	\$0.01	681	0	\$0.00	681	\$6.81
GRANR 152638	108	2574.508	FERTILIZER TYPE 3	POUND	\$1.00	379	0	\$0.00	379	\$379.00
GRANR 152638	109	2575.504	EROSION CONTROL BLANKET, CATEGORY 25	SQ YD	\$2.00	4332	0	\$0.00	4100	\$8,200.00
GRANR 152638	110	2575.505	MOWING	ACRE	\$400.00	3.78	1.89	\$756.00	3.78	\$1,512.00
GRANR 152638	111	2575.505	SEEDING	ACRE	\$400.00	1.74	0	\$0.00	1.74	\$696.00
GRANR 152638	112	2575.505	WEED SPRAYING	ACRE	\$480.00	0.94	0	\$0.00	0.94	\$451.20
GRANR 152638	113	2575.506	WEED SPRAY MIXTURE	GAL	\$100.00	0.94	0	\$0.00	0.94	\$94.00
GRANR 152638	114	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	\$1.50	3678	0	\$0.00	3678	\$5,517.00
GRANR 152638	115	2575.508	SEED MIXTURE 25-131	POUND	\$3.00	188.8	0	\$0.00	188.8	\$566.40
GRANR 152638	116	2575.508	SEED MIXTURE 33-361	POUND	\$20.00	31.2	0	\$0.00	31.2	\$636.00
GRANR 152638	117	2575.501	EROSION CONTROL	LUMP SUM	\$2,500.00	1	0	\$0.00	1	\$2,500.00
GRANR 152638	118	2575.501	SITE RESTORATION	LUMP SUM	\$5,000.00	1	0	\$0.00	1	\$5,000.00
GRANR 152638	119	2582.503	4" DBLE SOLID LINE MULTI COMP GR IN	LIN FT	\$1.60	196	0	\$0.00	196	\$313.60
GRANR 152638	120	2582.503	8" SOLID LINE MULTI COMP GR IN	LIN FT	\$5.00	344	0	\$0.00	335	\$1,675.00
GRANR 152638	121	2545.603	INSTALL 2" INNERDUCT	LIN FT	\$14.50	560	0	\$0.00	560	\$8,120.00
GRANR 152638	122	2545.603	INSTALL 3" INNERDUCT	LIN FT	\$14.50	60	0	\$0.00	60	\$870.00
Base Bid Totals:										
									\$846.00	\$1,243,652.36

Project Category Totals		
Project	Category	Amount To Date
GRANR 152638	BITUMINOUS	\$140,066.40
GRANR 152638	CONCRETE	\$415,515.00
GRANR 152638	ELECTRICAL	\$71,781.25
GRANR 152638	GENERAL CONSTRUCTION	\$231,866.31
GRANR 152638	LANDSCAPE/EROSION CONTROL	\$41,870.41
GRANR 152638	LUMP SUM	\$154,913.08
GRANR 152638	SIGNING & STRIPING	\$10,079.60
GRANR 152638	UTILITIES	\$177,440.30

Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
GRANR 152638	CO	1	93	2557.603	FENCE DESIGN SPECIAL (P)	L F	\$133.90	160	0	\$0.00	156	\$20,888.40
GRANR 152638	CO	1	123	2557.603	FENCE DESIGN SPECIAL	LIN FT	(\$112.25)	160	0	\$0.00	0	\$0.00
GRANR 152638	CO	2	124	2506.503	CONST DRAINAGE STRUCTURE DES 120-4020	L F	\$4,350.60	4.5	0	\$0.00	4.5	\$19,577.70
GRANR 152638	CO	3	125	2511.504	GEOTEXTILE FILTER TYPE 4	SQ YD	\$2.60	32	0	\$0.00	32	\$83.20
GRANR 152638	CO	3	126	2511.507	RANDOM RIPRAP CLASS III	C Y	\$70.00	45	0	\$0.00	45	\$3,150.00
GRANR 152638	CO	3	127	2574.508	FERTILIZER TYPE 3	LB	\$1.00	20	0	\$0.00	20	\$20.00
GRANR 152638	CO	3	128	2575.504	EROSION CONTROL BLANKET, CATEGORY 25	SQ YD	\$2.00	525	0	\$0.00	525	\$1,050.00
GRANR 152638	CO	3	129	2575.505	SEEDING	ACRE	\$400.00	0.1	0	\$0.00	0.1	\$40.00
Contract Change Totals:										\$0.00		\$44,805.30

Contract Total **\$1,268,341.65**

Contract Change Number	Totals Description	Amount This Request	Amount To Date
3	Issue: Extreme sun exposure has result in areas of poor turf establishment and a wash out area. The Engineer has determined that additional Erosion Control Blanket, Category 25, Random Riprap Class III, and Geotextile Filter Type 4 should be placed. The Engineer has determined that Almond Color will be used in place of Line Item 2557.603; Fence Design Special.	\$0.00	\$4,343.20
1	Resolution: In accordance with Mn/DOT Specification 1605: Substitution of Materials, the Engineer has determined that the Almond Color Fence Design Special meets or exceed specification for this Project. Payment will be made under item 2557.603; Fence Design Special.	\$0.00	\$20,888.40
2	The Engineer has determined that an additional drainage structure shall be placed due to an inadequate storm sewer structure found during construction of 17th Avenue NW.	\$0.00	\$19,577.70

Material On Hand Additions		Date	Added	Comments
Line	Item Description	Date	Added	Comments
Material On Hand Balance				
40	2501.502 18" GS PIPE APRON	2020-10-29	1 EACH \$212.97	Used 1 EACH \$212.97 Remaining 0 EACH \$0.00
42	2501.502 24" GS PIPE APRON	2020-10-29	1 EACH \$461.75	Used 1 EACH \$461.75 Remaining 0 EACH \$0.00
42	2501.502 24" GS PIPE APRON	2020-10-29	1 EACH \$461.75	Used 1 EACH \$461.75 Remaining 0 EACH \$0.00
42	2501.502 24" GS PIPE APRON	2020-10-29	1 EACH \$461.75	Used 1 EACH \$461.75 Remaining 0 EACH \$0.00
45	2501.503 24" CS PIPE CULVERT	2020-10-29	45 LIN FT \$1,426.23	Used 45 LIN FT \$1,426.23 Remaining 0 LIN FT \$0.00
47	2502.503 4" PERF PE PIPE DRAIN	2020-10-29	60 LIN FT \$171.00	Used 60 LIN FT \$171.00 Remaining 0 LIN FT \$0.00
48	2503.503 15" RC PIPE SEWER DES 3006 CLASS V	2021-04-13	100 LIN FT \$4,754.00	Used 100 LIN FT \$4,754.00 Remaining 0 LIN FT \$0.00
48	2503.503 15" RC PIPE SEWER DES 3006 CLASS V	2021-04-13	100 LIN FT \$4,754.00	Used 100 LIN FT \$4,754.00 Remaining 0 LIN FT \$0.00
49	2503.503 18" CS PIPE SEWER	2020-10-29	15 LIN FT \$313.14	Used 15 LIN FT \$313.14 Remaining 0 LIN FT \$0.00
51	2503.503 24" CS PIPE SEWER	2020-10-29	25 LIN FT \$871.12	Used 25 LIN FT \$871.12 Remaining 0 LIN FT \$0.00
55	2504.602 1" CURB STOP & BOX	2020-10-29	1 EACH \$924.55	Used 1 EACH \$924.55 Remaining 0 EACH \$0.00
56	2504.602 6" GATE VALVE AND BOX	2020-10-29	2 EACH \$3,965.79	Used 2 EACH \$3,965.79 Remaining 0 EACH \$0.00
57	2504.602 ADJUST VALVE BOX	2020-10-29	1 EACH \$335.76	Used 1 EACH \$335.76 Remaining 0 EACH \$0.00
60	2504.602 HYDRANT	2020-10-29	3 EACH \$14,378.67	Used 3 EACH \$14,378.67 Remaining 0 EACH \$0.00
63	2504.603 6" WATER MAIN DUCTILE IRON CL 52	2020-10-29	25 LIN FT \$1,481.74	Used 25 LIN FT \$1,481.74 Remaining 0 LIN FT \$0.00
66	2504.608 WATERMAIN FITTINGS	2020-10-29	125 POUND \$2,305.07	Used 125 POUND \$2,305.07 Remaining 0 POUND \$0.00
69	2506.502 CONST DRAINAGE STRUCTURE DES 48-4020	2021-04-13	4 EACH \$3,360.00	Used 4 EACH \$3,360.00 Remaining 0 EACH \$0.00
69	2506.502 CONST DRAINAGE STRUCTURE DES 48-4020	2021-04-13	2 EACH \$2,103.00	Used 2 EACH \$2,103.00 Remaining 0 EACH \$0.00
93	2557.603 FENCE DESIGN SPECIAL (P)	2021-03-31	98 L F \$11,564.00	Used 98 L F \$11,564.00 Remaining 0 L F \$0.00



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: July 11th, 2022

AGENDA ITEM: Consider adopting a resolution accepting low bid and entering into an agreement with KGM Contractors for CP 2022-4, 7th Avenue SE Overlay project.

PREPARED BY: Matt Wegwerth

BACKGROUND:

The City recently opened bids for CP 2022-4, 7th Avenue SE Overlay project. Below is a summary of the bids.

Bidder	Base Bid	Alternate	Total Bid
Engineer Estimate	\$303,464.00	\$199,156.00	\$502,620.00
KGM Contractors	\$324,230.85	\$215,241.40	\$539,472.25
Hawkinson Construction	\$417,049.70	\$249,616.96	\$666,666.66

Project will be funded with Municipal State Aid moneys.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution accepting low bid and entering into an agreement with KGM Contractors for CP 2022-4, 7th Avenue SE Overlay project in the amount of \$539,472.25.



Building a Better World
for All of Us®

July 11, 2022

RE: City of Grand Rapids
7th Avenue SE & 10th Street SE
City Project No. 2022-4
SAP 129-119-010 & 129-126-004
MSAS 119 & 126
SEH No. GRANR 167500

Mayor and Council Members
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744

Dear Mayor and Council Members:

Bids on the referenced project were opened at the City of Grand Rapids City Council Chambers on June 30th, 2022, at 10:00 am. The bids received are summarized with the Engineer's estimate as follows:

<u>Contractor</u>	Base Bid	Alternate	Total
KGM Contractors, Inc.	\$324,230.85	\$215,241.40	\$539,472.25
Hawkinson Construction Co. Inc.	\$417,049.70	\$249,616.96	\$666,666.66
Engineer's Estimate	\$303,464.00	\$199,156.00	\$502,620.00

SEH has reviewed the bids and recommends that The City award a contract KGM Contractors, Inc. with the alternate for their low bid amount of \$539,472.25.

If you require further information or have any questions, please do not hesitate to call me at 218.322.4513.

Sincerely,
Short Elliott Hendrickson Inc.

Sara Christenson, PE (MN)
Project Civil Professional Engineer

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Engineers | Architects | Planners | Scientists

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

218.322.4500 | 888.908.8166 fax | sehinc.com

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

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

RESOLUTION NO. 22-__

**A RESOLUTION ACCEPTING BID FOR
7th Avenue SE Overlay
City Project 2022-4**

WHEREAS, pursuant to an advertisement for the 7th Avenue SE Overlay project, which includes the milling and overlaying of 10th Street SE from Pokegama Avenue to 7th Avenue SE as well as the milling and overlaying of 7th Avenue SE from the roundabout to the newly proposed roundabout at River Road. Bids were received, opened, and tabulated according to law, and the following bids were received complying with the advertisement:

Bidder	Base Bid	Alternate	Total Bid
Engineer Estimate	\$303,464.00	\$199,156.00	\$502,620.00
KGM Contractors	\$324,230.85	\$215,241.40	\$539,472.25
Hawkinson Construction	\$417,049.70	\$249,616.96	\$666,666.66

WHEREAS, the City Engineer is recommending the Base Bid be awarded to KGM Contractors;

WHEREAS, it appears that Contractor is a responsible bidder, and;

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

The Mayor and Administrator are hereby authorized and directed to enter into a contract with KGM Contractors in the name of the City of Grand Rapids for Grand Rapids Project 2022-4, 7th Avenue SE Overlays for a total contract amount of \$539,472.25 and in accordance to the plans and specifications therefore approved by the City Council and on file in the Office of the City Clerk.

Adopted by the Council this 11th day of July, 2022.

Dale Christy, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

Councilmember _____ 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: 07/11/2022

AGENDA ITEM: Consider donating old engine 116 to the Itasca County Fairgrounds Board and dispose of old engine 115 at scrap yard.

PREPARED BY: Travis Cole

BACKGROUND:

The Grand Rapids Fire Department has two old engines that are broken and have been out of service for almost two years. Engine 116 has major structural damage to the frame rails and not safe to drive. The Itasca County Fairgrounds would like to utilize the truck for pumping purposes at the fairgrounds to spray down the dirt to keep dust down. We would also enter into a release and hold harmless agreement. This engine does not have any resale value in its current state.

Old engine 115 is 34 years old and has a broken transmission. This truck also has no resale value. We tried to sell 115 at an online auction and did not receive any bids. This truck is worth more in scrap steel.

REQUESTED COUNCIL ACTION:

Make a motion to donating old engine 116 to the Itasca County Fairgrounds Board and disposing of old engine 115 at scrap yard for steel prices.

RELEASE AND HOLD HARMLESS AGREEMENT

This Agreement is made between the City of Grand Rapids (hereinafter referred to as “City”) and ITASCA COUNTY FAIRGROUNDS BOARD).

RECITALS

Whereas, the City is in possession of old engine 116 truck which is deemed not safe to drive as the frame suffered significant structural frame damage.

Whereas, the truck is not safe to drive with the broken frame rails.

NOW, THEREFORE, City and Itasca County Fairgrounds Board agree as follows:

AGREEMENT

1. City agrees to donate old engine 116 truck to the Itasca County Fairgrounds Board so they can use it to water the fairground dirt areas.
2. City grants to Itasca County Fairgrounds Board,
3. Itasca County Fairgrounds Board assumes all risk of injury or damage to persons or property arising out of or related to old engine 116.
4. It is understood and agreed that City assumes no risk and shall be under no obligation or liability whatsoever if Itasca County Fairgrounds Board, their agents or contractors are injured in any manner. Itasca County Fairgrounds Board hereby agrees to release, discharge, protect, indemnify, defend, save and hold City harmless from and against any and all liability, claims, demands, suits, actions, expenses, recoveries, judgments, costs, losses, damages or injuries of any kind whatsoever arising out of or related to the removal and use of the old engine 116 truck, including without limitation any expenses, costs and reasonable attorney fees incurred in connection therewith. (This paragraph shall survive termination of this agreement.)

CITY OF GRAND RAPIDS

Dated: _____, 2022

By: _____
Tom Pagel, City Administrator

Dated: _____, 2022

Itasca County Fairgrounds Board



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: July 11, 2022

AGENDA ITEM: Consider accepting the resignation of Lee Longoria from the position of Firefighter.

PREPARED BY: Lynn DeGrio

BACKGROUND:

Lee Longoria was rehired on February 14, 2022 as a Firefighter on the Grand Rapids Fire Department. Due to unforeseen circumstances as of recently, he has tendered his resignation effective July 2, 2022.

In his letter of resignation, Lee thanked the Fire Chief for the opportunity of getting back to the Fire Department, as that was his biggest goal when he decided to move back to Grand Rapids.

REQUESTED COUNCIL ACTION:

Make a motion to accept the resignation of Lee Longoria from the position of Firefighter effective July 2, 2022.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: July 11, 2022

AGENDA ITEM: Consider approving golf course employment start and end dates

PREPARED BY: Bob Cahill

BACKGROUND:

The incorrect employment start date of June 14, 2022 for William (Bill) Huson was approved at the June 13th City Council meeting. The correct start date for Mr. Huson was May 27, 2022.

REQUESTED COUNCIL ACTION:

Make a motion to approve the employment start date of May 27, 2022 and end date of November 15, 2022 for William (Bill) Huson at the hourly wage of \$14. Employment is funded within the 2022 Golf Course Operating Budget.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: July 11, 2022
AGENDA ITEM: Consider approving Chamber/ Golf Contract
PREPARED BY: Bob Cahill

BACKGROUND:

The attached contract is for the golf course annual advertising in the member directory website. This expense will be funded from within the Pokegama golf course 2022 operating budget.

REQUESTED COUNCIL ACTION:

Make a motion to approve entering into the attached Grand Rapids Area Member Directory Contract for the fee of \$435.

Member Directory Contract

Advertiser Information:

Company
Contact Name Pohigama Golf Course
Telephone

Category
 GOLF COURSES
Email

Address
Physical:

Mailing:
 Website with Link (\$150) NO Link

Website address: www.pohigamagolf.com

Choose One: New Ad Revised Ad Repeat Ad with NO Changes No Ad

Instructions:

This is an agreement between the Grand Rapid Area Chamber of Commerce (Publisher) and the Advertiser. The Advertiser understands and agrees: (Please initial for the following statements.)

1) Full payment of balance due must be paid by October 1, and your ad copy delivered to the Grand Rapids Area Chamber of Commerce by 10.1.22. Failure to do so will result in the ad not being included in the publication and forfeiture of any payments made to that date by the Advertiser.

2) If for any reason the ad is canceled before October 1, by the Advertiser, a cancellation fee of 50% of the amount of the space charges and the total production charges will be assessed to the Advertiser by the Grand Rapids Area Chamber of Commerce.

I have read, understand, and agree to the terms of this advertising contract. I am authorized to approve this expenditure for the business listed above.

Payment Details

Advertising Space Rate 118th 285.00

Production Charges

Reformat Charges LINK 150.00
Subtotal 435.00

Payments/ Payment plan

Credit Card Number

Expiration Date

Security Code

Check #

Total

Authorized Advertiser Signature

Date



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: July 11, 2022

AGENDA ITEM: Consider amending Haz-Mat job descriptions and authorize City Staff to post the Haz-Mat, Equipment and Training Assistant position internally.

PREPARED BY: Lynn DeGrio

BACKGROUND:

With all of the new requirements and changes that have been made with the MN State Fire Marshal taking over the HazMat teams for HSEM, they are more closely monitoring the teams' trainings, equipment, and processes. This has required the Grand Rapids Fire Department (GRFD) to add the additional position of HazMat, Equipment and Training Assistant to our program to help maintain the level of service the MN State Fire Marshal expects from the GRFD.

The monthly stipend of \$250.00 will come out of the HazMat contractor compensation fund and will have no direct impact on the regular budget. It is estimated that there will be approximately 10 hours of work per month spent on HazMat to perform these duties.

REQUESTED COUNCIL ACTION:

Make a motion to adopt the amended job descriptions for Hazardous Materials Team Lead and Hazardous Materials, Equipment and Training Assistant and authorize City staff to post the position internally.

City of Grand Rapids Job Description

Job Title: Hazardous Materials ~~Officer~~Team Lead
Department: Fire
FLSA Status: Non-exempt
Approved By: City Council
Approved Date: January 1, 2015

Summary: Performs difficult advanced protective services and technical work administering, ~~supervising and managing the State Funded Chemical Assessment Team Contract~~, responding to emergencies where the chemical assessment team is needed in the state, and coverage area, and related work as apparent or assigned. Work is performed under the general direction of the Fire Chief. Continuous oversight is exercised over Hazardous Materials, Equipment and Training Assistant.

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

- Supervises the Chemical Assessment Team Members in their assigned duties as directed under the Fire Chief.
- Administers duties required by the State of Minnesota pertaining to all team activities.
- ~~Submits monthly compensation reports of team expenses to the State of Minnesota for the City of Grand Rapids.~~
- ~~Ensure tha~~Supervises the Hazardous Materials Assistant in their assigned duties with vehicle and trailer are operational and ready for use at all times.
- Supervises the Hazardous Materials Assistant in regards to proper training of personnel at drills following the Hazmat Team skills task book required by the MN State Fire Marshal.
- Completes timely calibrations of monitoring equipment.
- Administers, manages, and maintains record keeping of all team personnel including medical status and levels of certification.
- Completes and maintain inventory of team-owned and state-owned equipment and supplies.
- Purchases new equipment and consumable supplies for team use.

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- Communicates with the Fire Department Captains and Fire Chief in regards to the training needs of the Hazardous Materials Team Personnel.
- Attends the quarterly Team Advisory Committee meetings at various locations throughout the State of Minnesota.
- Attends monthly Officers meetings of the Grand Rapids Fire Department.
- Prepares a variety of reports including responsible party compensation reports, required medical and certification reporting.

Knowledge, Skills, Abilities and Competencies Required: The requirements listed below are representative of the knowledge, skill, ability and/or competency sets required to complete the essential functions at a satisfactory level.

- Efficient knowledge from the Technician Level and Operations Level Certification to manage the Chemical Assessment Team needs. Obtain, or have obtained, the Specialist Certification with a support class in Incident Command/Commanding the Initial Response.
- Thorough knowledge of related local, state or federal rules, regulations, policies, practices or procedures.
- General knowledge of standard safety tools and equipment.
- Thorough skill operating standard office equipment and related hardware and software.
- Thorough skill operating standard accounting software.
- Ability to make arithmetic computations using whole numbers, fractions and decimals.
- Ability to compute rates, ratios and percentages.
- Ability to learn specific or specialized tools or equipment.
- Skill in operation of listed tools and equipment.
- Ability to train and supervise subordinate personnel; Ability to perform work requiring good physical condition; Ability to communicate effectively orally and in writing; Ability to exercise sound judgment in evaluating situations and in making decisions; Ability to effectively give and receive verbal and written instructions; and Ability to establish and maintain effective working relationships with other employees, supervisors and the public.

Education and/or Experience

High school diploma or GED and extensive experience working as a front line officer, or equivalent combination of education and experience.

Applicable training to obtain and maintain certification will be provided at hire and on an ongoing basis. Valid driver's license in the State of Minnesota.

TOOLS AND EQUIPMENT USED

Hazardous Materials monitoring equipment, chemical assessment kits, suits, gloves, boots for hazardous materials. Full knowledge of operation of vehicle and trailer in tow. Full knowledge of all supportive equipment and resources for a hazardous materials response setup.

Fire Apparatus, fire pumps, hoses, and other standard firefighting equipment, ladders, first aid equipment, radio, pager, personal computer, phone, fax machine, camera.

Physical Demands This work requires the occasional exertion of up to 50 pounds of force; work regularly requires using hands to finger, handle or feel, frequently requires sitting and reaching with hands and arms and occasionally requires standing, walking, speaking or hearing, climbing or balancing, stooping, kneeling, crouching or crawling, pushing or pulling, lifting and repetitive motions; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception, night vision and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, assembly or fabrication of parts within arms length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work occasionally requires wet, humid conditions (non-weather), working near moving mechanical parts, working in high, precarious places, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, exposure to outdoor weather conditions, exposure to extreme cold (non-weather), exposure to extreme heat (non-weather), exposure to the risk of electrical shock, exposure to vibration, wearing a self contained breathing apparatus and exposure to bloodborne pathogens and may be required to wear specialized personal protective equipment; work is generally in a moderately noisy location (e.g. business office, light traffic).

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

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

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

City of Grand Rapids Job Description

Job Title: Hazardous Materials, Equipment and Training Assistant
Department: Fire
FLSA Status: Non-exempt
Approved By: City Council
Approved Date: January 1, 2015

Summary: Performs intermediate technical and protective service work serving as an assistant to the Hazmat Officer and the Captains (training officers), assisting in the preparation and facilitation of fire department training sessions and course outlines, assisting in the calibration of hazmat monitors, conducting equipment checks on the hazmat truck and trailer, and related work as apparent or assigned. Work is performed under the moderate supervision of the Hazardous Materials ~~Officer~~Team Lead.

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

- Ensures that the Hazardous Materials vehicle and trailer are operational and ready for user at all times.
- ~~Completes~~Assists Hazmat Team Lead in timely calibrations of monitoring equipment.
- Assists in maintaining the inventory list of Chemical Assessment Teams equipment. This duty will be ~~conducted~~supervised by the with the Hazmat ~~Officer~~Team Lead.
- Communicates with the Hazmat ~~Officer~~Team Lead in regards to any equipment problems with the Hazardous Materials Team.
- Assists the Captains and the Hazmat ~~Officer~~Team Lead in the proper training of personnel at drill meetings and follows the Hazmat Team Skills task book requirements.
- Performs monthly maintenance checks on the Hazmat truck and trailer and various types of equipment maintained by the Chemical Assessment Team.
- ~~Trains with~~Conducts quarterly hazmat trainings using hazmat fire tools and equipment to develop and maintain proficiency.
- Attends trainings and seminars regarding new developments in hazard mitigation and emergency response equipment.
- Maintains records and prepares reports related to work.

- Maintains contact with the department officers in the performance of fire department training activities and equipment
- Coordinates activities with other supervisors or other City departments.

Knowledge, Skills, Abilities and Competencies Required: The requirements listed below are representative of the knowledge, skill, ability and/or competency sets required to complete the essential functions at a satisfactory level.

- General knowledge of applicable local, state and federal rules, ~~regulations~~regulations and guidelines.
- Sufficient knowledge of Operations and Technician Level Hazmat and ability to manage the Chemical Assessment Team needs.
- Skill in operation of listed tools and equipment.
- General skill ~~operating~~operating standard office equipment and related hardware and software.
- Ability to train subordinate personnel; Ability to use various audio/visual and multi-media training devices; Ability to perform work requiring good physical condition; Ability to communicate effectively orally and in writing; Ability to exercise sound judgment in evaluating situations and in making decisions; Ability to effectively give and receive verbal and written instructions; Ability to establish and maintain effective working relationships with other employees, supervisors and the public; and Ability to meet the special requirements listed below.

Education and/or Experience

High school diploma or GED and considerable experience working as a line officer, or equivalent combination of education and experience.

Firefighter I certification preferred.

Hazardous materials technician level certificate.

Applicable training to obtain and maintain certification will be provided at hire and on an ongoing basis.

Valid driver's license in the State of Minnesota.

TOOLS AND EQUIPMENT USED

Hazardous Materials monitoring equipment, chemical assessment kits, personal protective equipment used for hazardous materials mitigation. Full knowledge of hazmat vehicle and trailer in-tow operations. Full knowledge of supportive equipment and resources for hazardous materials response and mitigation.

Fire Apparatus, fire pumps, hoses, and other standard firefighting equipment, ladders, first aid equipment, radios and other communication devices, personal computer, fax machine, digital cameras.

Physical Demands This work requires the frequent exertion of up to 10 pounds of force and occasional exertion of over 100 pounds of force; work regularly requires speaking or hearing, frequently requires standing, walking, using hands to finger, handle or feel, stooping, kneeling, crouching or crawling, reaching with hands and arms and pushing or pulling and occasionally requires sitting, climbing or balancing, tasting or smelling, lifting and repetitive motions; work has standard vision requirements; vocal communication is

required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to wet, humid conditions (non-weather), exposure to toxic or caustic chemicals, exposure to outdoor weather conditions, exposure to extreme cold (non-weather) and exposure to vibration and occasionally requires working near moving mechanical parts, working in high, precarious places, exposure to fumes or airborne particles, exposure to extreme heat (non-weather), exposure to the risk of electrical shock, working with explosives, wearing a self contained breathing apparatus and exposure to bloodborne pathogens and may be required to wear specialized personal protective equipment; work is generally in a moderately noisy location (e.g. business office, light traffic).

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

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

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 7/11/2022

AGENDA ITEM: Consider authorizing the signing of a Corrective Quit Claim Deed for property located within the Plat of Industrial Park Addition to Grand Rapids.

PREPARED BY: Community Development Department

BACKGROUND:

During the preparation of title work for property owned by Grand Rapids Veterinary Clinic at 405 SE 13th Street, it was discovered that the original 1991 Quit Claim Deed between the City of Grand Rapids and Grand Rapids Veterinary Clinic Building Partnership incorrectly identified the Plat within the legal description as “Industrial Park I” rather than “Industrial Park Addition to Grand Rapids”.

The attached Corrective Deed will correctly identify the plat referenced in Quit Claim Deed dated December 12, 1991 and filed December 20, 1991 as Document #426847 (also attached).

Additionally, the Corrective Deed is given without the Declaration of Restrictions that were attached to Document #426487, as the Restrictions have been fulfilled or have since expired.

The Corrective Deed has been reviewed by City Attorney Sterle.

REQUESTED COUNCIL ACTION:

Make a motion to authorizing the signing of a Corrective Quit Claim Deed for property located within the Plat of Industrial Park Addition to Grand Rapids.

(Top 3 inches reserved for recording data)

CORRECTIVE QUIT CLAIM DEED

eCRV number _____

DEED TAX DUE: \$1.65 – consideration under \$3,000.00

DATE: _____, 2022

FOR VALUABLE CONSIDERATION, City of Grand Rapids, a municipal corporation under the laws of Minnesota (“Grantor”), hereby conveys and quitclaims to Grand Rapids Veterinarian Clinic Building Partnership, a partnership under the laws of Minnesota (“Grantee”), real property in Itasca County, Minnesota, legally described as follows:

East Two Hundred Feet (E 200’) of Lot Twelve (12), Industrial Park Addition to Grand Rapids;

together with all hereditaments and appurtenances belonging thereto.

The intent of this Corrective Deed is to correctly identify the plat identified in Quit Claim Deed dated December 12, 1991 and filed December 20, 1991 as Document #426847.

Further this deed is given without the Declaration of Restrictions that were attached to Document #426487, it being the intent of Grantor that the property conveyed herein shall not be subject to said Declarations.

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor:
City of Grand Rapids

By: _____

Its: Mayor

By: _____

Its: City Clerk

State of Minnesota, County of Itasca

This instrument was acknowledged before me on _____, 2022, by _____ and _____, the Mayor and City Clerk of City of Grand Rapids, a municipal corporation under the laws of Minnesota, on behalf of the City of Grand Rapids.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:

Anderson, Ophoven, Stauffer & Jahn, P.A.
520 NE First Avenue, Suite 1
Grand Rapids, MN 55744
218-326-6631

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

Grand Rapids Veterinarian Clinic
405 SE 13th Street
Grand Rapids, MN 55744

426847

91-565-8

Item 13.

QUIT CLAIM DEED

CORPORATION OR PARTNERSHIP TO CORPORATION OR PARTNERSHIP

No delinquent taxes and transfer entered; Certificate of Real Estate Value () filed () not required Certificate of Real Estate Value No. 23530

Robert Zuelke
County Auditor

by AKR Deputy

OFFICE OF COUNTY RECORDER
STATE OF MINNESOTA
County of Itasca

I hereby certify that the within instrument was filed in this office for records as
Document No. 426847

DEC 20 1991 9:40 A M.
(reserved for recording data)

LARRY A. UNGER
County Recorder
By Pamela Anderson
Deputy

STATE DEED TAX DUE HEREON: \$57.75

Date: December 12, 1991.

FOR VALUABLE CONSIDERATION, City of Grand Rapids, a municipal corporation under the laws of Minnesota, Grantor, hereby conveys and quitclaims to Grand Rapids Veterinarian Clinic Building Partnership, Grantee, a partnership under the laws of Minnesota, real property in Itasca County, Minnesota, described as follows:

East Two Hundred Feet (E 200') of Lot Twelve (12),
Industrial Park I

together with all hereditaments and appurtenances belonging thereto.
utility easement described on reverse side hereof and
Subject to restrictions described in Declaration of Restrictions
attached hereto.

Affix Deed Tax Stamp Here

STATE DEED TAX Rec. # 13191
\$ 57.75 Paid 12/17/91
AMOUNT DATE
DALE M. VIRDEN, ITASCA CO. TREASURER
by Dave Sackness Deputy

CITY OF GRAND RAPIDS

BY: Jim Hoolihan
JIM HOOLIHAN
Its Mayor


GRANTOR CERTIFIES THAT GRANTOR
DOES NOT KNOW OF ANY WELLS ON THE
DESCRIBED REAL ESTATE.

BY: Karlene M. Gale
KARLENE M. GALE
Its City Clerk

STATE OF MINNESOTA)
) SS.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this 12 day of December, 1991, by Jim Hoolihan and Karlene M. Gale, the Mayor and City Clerk of City of Grand Rapids, a municipal corporation under the laws of Minnesota, on behalf of the City of Grand Rapids.

Notarial Stamp or Seal

 KAREN L. ALTO
NOTARY PUBLIC MINNESOTA
ITASCA COUNTY
My Commission Expires: March 18, 1996

Karlene M. Gale
SIGNATURE OF PERSON TAKING
ACKNOWLEDGMENT

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

THIS INSTRUMENT WAS DRAFTED BY:
LANO, NELSON, O'TOOLE & PECKER, LTD.
Attorneys at Law
315 NE Fifth Street
P. O. Box 20
Grand Rapids, MN 55744
718-326-9603

Grand Rapids Veterinarian Clinic
1895 Highway 2 West
Grand Rapids, MN 55744



026307

Grantor reserves a utility easement for underground utility purposes over the west 20 feet of the East 200 feet of said Lot Twelve (12).

DECLARATION OF RESTRICTIONS

426807

1. In the event a purchaser fails to start construction or make substantial use of the land within one year of the date of purchase, the City of Grand Rapids shall have the option of re-purchasing the land at the original sale price, plus the depreciated cost of any improvements of value made to or on the land by the purchaser, plus any special assessments paid by the purchaser which related to said lands, with interest at the rate of 5% per annum for the date of payment of the purchase price, date of completion of improvements and date of payment of special assessments.

The City shall have 90 days from the expiration of the one-year time limit or notice of intent to sell by the purchaser to exercise the option unless an extension of time may be mutually agreed upon and set forth in writing. Acceptance or rejection of the option shall be by a resolution adopted by the Common Council. If the option is exercised, conveyance to the City shall be by warranty deed free and clear of all liens or encumbrances created by act or default of the purchaser.

If, in the case of a purchaser's intent to sell all or part of his land, the City does not exercise its options as prescribed above, then the purchaser may sell said lands to any person, firm or corporation and the City shall have no further interest therein except as to the other restrictions listed below.

2. A purchaser may not lease or rent any part of his parcel of land to any other person, without prior approval of the commission.

3. Legal restrictions and compliance must be part of deed document insuring that buyer comply with restrictions outlined herein.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: July 11, 2022

AGENDA ITEM: Consider allowing the Police Department to solicit bids from local car dealerships for a Chiefs administration vehicle. Also consider allowing the Building Safety Division to solicit bids for two Building Rental Inspector vehicles.

PREPARED BY: Captain Morgan

BACKGROUND:

Per the police department's squad replacement schedule, we would like to replace a 2011 Dodge Journey (115,000 miles), which is currently used by the Chief as an administrative vehicle. We would like to solicit bids from local car dealerships to replace this vehicle. This vehicle does not have to be a police pursuit rated vehicle, so the vehicle can be purchased off the lot and then later be equipped with emergency lights, siren and a police radio.

This vehicle was scheduled to be replaced in 2023, but due to possibly higher than anticipated revenue by the city; we would like to move forward to replace the vehicle this year.

With the creation of the Rental/Fire Fighter positions, rental staff has been utilizing fire trucks and personal apparatus to perform rental inspections throughout the city. These vehicles are not ideal for conducting inspections in the City of Grand Rapids. This places undue wear and tear on fire apparatus and it is also not economical with the fuel costs to run these vehicles for inspections.

The Building Safety Division and Fire Department would also like to solicit bids from local car dealerships with the possibly higher than anticipated revenue by the city for two rental/fire fighter vehicles. These vehicles also do not need to be a pursuit rated vehicle, so these vehicles can be purchased off the lot and then later be equipped with emergency lights, siren and a fire radio.

REQUESTED COUNCIL ACTION:

Make a motion authorizing the police department to solicit bids from local car dealerships to replace the Chiefs administration vehicle. Make a motion authorizing Building Safety Division / Grand Rapids Fire Department to solicit bids from local car dealerships for two vehicles



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: July 11, 2022

AGENDA ITEM: Consider adopting a resolution appointing election judges for 2022 elections.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

Attached is a resolution listing individuals that have training and agreed to serve the City of Grand Rapids as election judges in the Primary and General elections on August 9, 2022 and November 8, 2022, respectively.

Each precinct will be staffed with six (6) election judges, having several serving in a part-time capacity. Shift splitting the full day provides flexibility and is allowed as long as we maintain party balance.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution appointing election judges for 2022 elections at City of Grand Rapids precincts 1 through 4.

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 22-

A RESOLUTION APPOINTING ELECTION JUDGES FOR THE PRIMARY ELECTION OF AUGUST 9, 2022 AND THE GENERAL ELECTION OF NOVEMBER 8, 2022

WHEREAS, a Primary Election will be held on August 9, 2022 and a General Election will be held on November 8, 2022; and

WHEREAS, polling places must remain open on those days from 7:00 a.m. to 8:00 p.m.; and

WHEREAS, the City must appoint and pay the wages and applicable mileage of election judges to staff the polling places.

NOW THEREFORE, BE IT RESOLVED, that the Grand Rapids City Council hereby appoints the following election judges for the August 9, 2022 Primary Election and the November 8, 2022 General Election:

Precinct #1 – Grand Rapids Fire Hall

- Cindy Eckert
- James Nardone
- Emmet Stemwedel
- Jim Olson
- Colleen Nardone
- Michelle Basarich
- Jan BJORQUIST

Precinct #2 – Grand Rapids Area Library

- Michelle Toven
- Michael Eckert
- Laurie Hallila
- David Lorenz
- Constance Andrews
- Andrea Sanborn
- Joyleen Castle

Precinct #3 – IRA Civic Center-Upper Level

- Catherine McLynn
- Kathy Krook
- David Marty – Primary Only
- Elizabeth Stinchfield Dahline
- Vicki Lorenz
- Linda Urevig
- Sonja Merrild

Precinct #4 – Zion Lutheran Church

- Jim Martinetto
- Sheila Brogger
- Pam Casio
- Tom Saxhaug
- Margie Haanpaa
- Mark Shuey

Alternate Judges:

- Addie Best
- Kathy Theis
- Angela Storlie

Adopted this 11th day of July, 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: 7-11-22

AGENDA ITEM: Consider a resolution approving the referendum language to establish a local sales tax in the City of Grand Rapids for IRA Civic Center Improvements.

PREPARED BY: Tom Pagel

BACKGROUND:

The City obtained authorization from the State legislature to conduct a referendum asking the City residents if they want to pay for improvements at the IRA Civic Center with a local sales and use tax. The attached resolution moves the question to the General Election ballot which will be held on November 8, 2022. If the residents approve the question, the City will not have to utilize property taxes to pay for the entire local share.

Please note that if approved, the local option sales tax will end, by State law, when the \$5,980,000 is collected.

REQUESTED COUNCIL ACTION:

Make a motion to approve a resolution approving the referendum language to establish a local sales tax in the City of Grand Rapids for IRA Civic Center Improvements.

Councilor _____ introduced the following resolution and moved for its adoption:

RESOLUTION NO. ____

A RESOLUTION APPROVING THE REFERENDUM LANGUAGE TO ESTABLISH A LOCAL SALES TAX IN THE CITY OF GRAND RAPIDS FOR IRA CIVIC CENTER IMPROVEMENTS

WHEREAS, the City of Grand Rapids, at the regular council meeting on January 14, 2019, adopted Resolution 19-10 Approving Specifics of a Proposal to Impose a Local Sales Tax in the City of Grand Rapids, and

WHEREAS, the question shall be asked of the voters of the City of Grand Rapids at the General Election conducted on November 8, 2022.

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

- 1. The referendum question shall state:
 - a. Shall the City of Grand Rapids, Minnesota, ("the City") be authorized to establish a sales and use tax of one-half percent (0.5%) and issue general obligation bonds to which the sales and use tax shall be pledged in an aggregate amount not to exceed \$5,980,000 million, plus the cost of issuing the bonds, for the design and construction of capital equipment, buildings, utilities, and grounds improvements, known as IRA Civic Center Improvements?

Adopted by the Council this ___ day of _____.

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: _____; 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: 7-11-22

AGENDA ITEM: Consider a resolution awarding a contract to TNT Construction for Bid Package 1, including the supply and installation of wood trusses and decking at the West Venue of the IRA Civic Center.

PREPARED BY: Tom Pagel

BACKGROUND:

Attached is a resolution recommending the award of Bid Package 1 for the IRA Civic Center to TNT Construction. The City received two bids. The low bid was only \$144,900 over the opinion of cost generated in December of 2021. This is a pleasant surprise considering the inflationary cost effects that have been occurring.

In order to insure delivery of the trusses by next April 2, 2023, it is necessary to move forward with the award.

REQUESTED COUNCIL ACTION:

Make a motion to approve a resolution awarding a contract to TNT Construction for Bid Package 1, including the supply and installation of wood trusses and decking at the West Venue of the IRA Civic Center.

Councilor Blake introduced the following resolution and moved for its adoption:

RESOLUTION NO. 22-__

**A RESOLUTION ACCEPTING BID FOR
BID PACKAGE 1 OF IRA CIVIC CENTER IMPROVEMENTS
CITY PROJECT 2021/P&R-1**

WHEREAS, pursuant to an advertisement for Bid Package 1 of the IRA Civic Center Improvements, which includes the supply and installation of new trusses and decking located at the West Venue of the IRA Civic Center, bids were received, opened, and tabulated according to law, and the following bids were received complying with the advertisement:

Contractor	Base Bid
TNT Construction	\$3,859,400
Hawk Construction	\$4,343,000

WHEREAS, the City Building Official is recommending Bid Package 1 be awarded to TNT Construction; and

WHEREAS, it appears that the low Contractors are responsible bidders, and;

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

The Mayor and Administrator are hereby authorized and directed to enter into a contract with TNT Construction, in the name of the City of Grand Rapids for Grand Rapids City Project 2021/P&R-1 for a total contract amount of \$3,859,400 and in accordance to the plans and specifications therefore approved by the City Council and on file in the Office of the City Clerk.

Adopted by the Council this 11th day of July, 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: _____; 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: July 11, 2022

AGENDA ITEM: Consider approval of a resolution supporting an 8-unit owner occupied community land trust single-family housing development.

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

Since the fall of last year, GREDA and Community Development staff have been working on redevelopment concepts for the former Forest Lake School property, now owned by GREDA. We have enlisted the assistance of the Greater Minnesota Housing Fund (GMHF) in that effort to look at a model similar to the past successful redevelopment of the former Middle School site, over a decade ago, into affordable, owner-occupied, single family homes.

Through these efforts, we have examined infrastructure needs and costs to serve approximately 24 single-family home sites, and we have obtained budget numbers, from a variety of contractors, for homes that are identical to those built for the Middle School project. Furthermore, we have compared those build costs to what homes would need to be priced at for a family earning approximately 100% of the area median income.

What we have determined thus far is that, at this point, the gap between the cost to build these modest homes and what is an affordable purchase price for these working families, is too great to cover with the traditional programs offered by GMHF, Minnesota Housing Finance Agency (MHFA) and City TIF.

On a more positive note, a coalition of housing entities, including the Itasca County HRA, KOOTASCA Community Action and One Roof Community Housing recently have developed a proposed project that can potentially bring additional resources to bare to kick off the creation of some affordable owner-occupied housing at the GREDA Forest Lake School site.

The coalition is proposing to purchase eight home sites from GREDA and develop owner-occupied homes, four in year one and four more in year two. The proposed development will be structured as a community land trust (CLT), administered by One Roof Community Housing, a Duluth based CLT.

Under a CLT model, a family or individual purchases a house that sits on land owned by the CLT, thus the purchase price is more affordable because the homeowner is only buying the home and not the land. The homeowner leases the land from the CLT in a long-term, usually renewable, lease. Through the purchase of the home, the buyer agrees that when they eventually sell the home, the price is restricted to keep it affordable in perpetuity, however, they may be able to realize appreciation from improvements they make while they live in the house.

This proposed project has come to us with a short timeline for the City’s consideration. Applications for gap funding through the MHFA Community Homeownership Impact Fund are due on July 14. The ICHRA is preparing to submit for this project and has requested the City consider the use of TIF and to provide the sewer and water utility connections. As is always the case with MHFA funding, an endorsement and financial support from the community are necessary to be competitive.

The preliminary estimate for the infrastructure, engineering, and construction of sanitary sewer, water and alley construction, which would serve not only the eight sites for this project but approximately 16 more home sites is \$789,000. The preliminary list of funding sources for this include:

- American Recovery Plan Act (ARPA) City allotment \$408,000
- IRRRB \$300,000
- City PIR \$81,000

For the City to consider the approval of TIF, ICHRA will apply to the City, if they are successful with their MHFA application, and the normal TIF process will follow.

We anticipate that MHFA awards will be made in December, but in some cases that has carried over until January or February.

REQUESTED COUNCIL ACTION:

Make a motion to approve a resolution supporting an 8-unit owner occupied community land trust single-family housing development.

CITY OF GRAND RAPIDS, MN

RESOLUTION NO. 22-

RESOLUTION SUPPORTING AN 8-UNIT OWNER OCCUPIED COMMUNITY LAND TRUST SINGLE FAMILY HOUSING DEVELOPMENT IN THE CITY

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

Section 1. Recitals.

1.01. In partnership with One Roof Community Housing and KOOTASCA Community Action, Itasca County Housing and Redevelopment Authority (ICHRA) (the “Developer”) has proposed the development of eight affordable, owner occupied, single-family homes on sites owned by the Grand Rapids Economic Development Authority (GREDA), at the former Forest Lake Elementary.

1.02. The proposed development would provide housing opportunities for working families earning 80% of the area median income or less and the future affordability of the homes would be ensured by the development being structured as a Community Land Trust.

1.03. The Developer has presented a proposal for the Development to the Council, which includes a request that the City consider financial assistance in the form of tax increment financing.

1.04. The Developer further intends to submit an application to the Minnesota Housing Finance Agency (the “MHFA”) for an award from the Community Homeownership Impact Fund (Impact Funds) for the Development, the success of which is predicated on support of the Development by the City through the commitment of tax increment financing for the project.

1.05. The Council has reviewed the proposal for the Development, and hereby finds and determines that the Development fulfills a need for high-quality affordable housing in the City, which is currently in short supply, as described in the Housing Study of November 2019 prepared by Community Research Partners and on file with the City Clerk.

Section 2. Endorsement of Development; Authorization of Tax Increment Financing.

2.01. The City hereby endorses the Development in substantially the form proposed by the Developer and supports the Developer’s application to MHFA for Impact Funds for the Development, and authorizes the Mayor and City Administrator to execute a letter to MHFA in support of the Development.

2.02. The City hereby commits to the use of American Recovery Plan funds and other City obtained funds to complete the installation of sanitary sewer and water services for the Development.

2.03. The City hereby authorizes staff to proceed with the process to consider establishment of a Tax Increment Financing District (Housing) for the Development, subject to the allocation of Impact Funds for the Development from MHFA. If the Developer has not secured an allocation of Impact Funds for the Development by February 28, 2023, this authorization shall expire and be of no further effect.

Adopted this 11th day of July 2022, by the City Council of the City of Grand Rapids, Minnesota.

Mayor

ATTEST:

City Clerk



July 12, 2022

Minnesota Housing Finance Agency
 400 Sibley St.
 Suite 300
 St. Paul, MN 55101-1998

RE: Itasca County HRA Community Land Trust Project

Dear Sir or Madam,

The Grand Rapids City Council, at its meeting held on July 11, 2022, reviewed and endorsed the housing development proposal of the Itasca County HRA. The HRA proposes the construction of eight units of affordable owner-occupied single-family homes as a community land trust project within the city of Grand Rapids. The proposed site for this project is the cleared site of the former Forest Lake Elementary School, owned by the Grand Rapids Economic Development Authority (GREDA). GREDA is developing a subdivision of this site that will create 24 single-family housing sites, in total.

This endorsement is based upon the findings that the project will meet locally identified housing needs and that the proposed housing is in short supply in the local housing market. This need is evidenced by the November 2019 City of Grand Rapids Housing Study, prepared by Community Partners Research.

The City proposes to consider local financial assistance for this project as part of its endorsement, through establishment of a tax increment financing housing district.

Additionally, the City pledges to fund the construction of sanitary sewer and water service, from existing mains, to each lot in the subdivision. The projected cost of this project is \$789,000 or \$33,000 per lot. To fund this project, the City will be utilizing a \$407,000 portion of its American Recovery Plan allotment and other sources, such as; the Minnesota Department of Iron Range Resources Community Infrastructure grant program, City Public Improvement funds and TIF.

The Grand Rapids City Council endorsement is evidenced by their approval of Resolution 22-_____, a copy of which is included with this letter.

Additionally, the Grand Rapids City Council makes the following findings, as additional support for the Itasca County HRA Community Land Trust project:

- The City of Grand Rapids will fast track the zoning and building permit review and approval.

- The City of Grand Rapids has not implemented and will not be charging SAC/WAC to the development.

With the expansion of a local manufacturer, ASV/Yanmar, expected to add an additional 360 employees in our community over the next five years, our need for additional, affordable housing has never been so acute. Thank you for your consideration of this important project.

Sincerely,

Dale Christy
Mayor



To: Rob Mattei, Director of Community Development, City of Grand Rapids

From: Diane R. Larson, Executive Director

Date: July 6, 2022

Subject: Single Family Development Using the Land Trust Model

Proposal and Partners:

Itasca County HRA is partnering with One Roof Community Housing and Kootasca Community Action, Inc. to develop eight (8) affordable, owner occupied, single-family homes on sites at the former Forest Lake Elementary School. We anticipate building four (4) homes in 2023 and four (4) homes in 2024, contingent on a financing package we are assembling and a funding request to Minnesota Housing for gap financing. One Roof Community Housing is a nonprofit organization and for over 25 years has helped over 500 low- and moderate-income households buy their own homes through the Community Land Trust program. They will be providing technical assistance to the HRA with the goal of building this capacity locally. Kootasca Community Action, Inc. will assist with the homebuyer down payment assistance and education.

What is a Community Land Trust?

A Community Land Trust program assists people in need of housing now, while permanently preserving affordable housing in the community for future generations. Various sources of public and philanthropic capital are raised and used by the land trust to either construct new homes or purchase and rehabilitate homes in the community. A new family buys their house outright but leases the land underneath from the land trust. The homebuyer receives assistance with down payment funds to purchase the home and when they are ready to move, they agree to pass on the benefits they received by selling their home below market price to another income-qualified buyer. Through the formula used for the re-sale, the homeowner retains a portion of the increased market value of the home, so they benefit. The community benefits because the next family buys the house at a price that's been kept affordable.

Application and Leverage:

The Itasca County HRA intends to submit an application to Minnesota Housing for their Community Homeownership Impact Fund on or before July 14, 2022 and anticipates funding awards to be announced between December 2022 and February 2023. Other sources of leverage that are either committed or in the request stage include Iron Range Resources & Rehabilitation (IRRR), Kootasca, Greater Minnesota Housing Fund, Itasca County HRA, and the Minneapolis Foundation.

Request to the City:

The Itasca County HRA requests general support from the City of Grand Rapids for the proposed development and our application to Minnesota Housing for Impact Funds. Additionally, we are seeking the City's consideration of financial assistance in two forms. First, the use of tax increment financing and secondly, the use of American Recovery Plan funds and other City obtained funds to complete the installation of sanitary sewer and water services for the development. Both sources of financial assistance will be contingent upon the project receiving full funding by February 28, 2023.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: July 11, 2022

AGENDA ITEM: Consider authorizing the purchase and payment of a EDI-USA Level III Ballistic Shield

PREPARED BY: Captain Andy Morgan

BACKGROUND:

Not too long ago, ballistic shields were primarily reserved for SWAT and other specialty teams. But now, we recognize the need to make ballistic shields readily available for our patrol officers, supervisors, school resource officer and personnel assigned to investigations. We also recognize the advancements of newer models being made better and lighter than ever; allowing the ballistic shield to be utilized in countless situations. Making ballistic shields available to patrol officers creates a much safer working environment for those officers and our community.



Attached you will find two estimates. The department is requested the council to consider moving forward with the purchase of a (1) EDI-USA Large Level III Ballistic Shield with the necessary LED Light Kit for the price of \$3,587.

This ballistic shield is a non-budgeted item. Payment from the Special Equipment fund established in 2021.

REQUESTED COUNCIL ACTION:

Make a motion to authorize the purchase and payment of a (1) EDI-USA Level III Ballistic Shield

EDI-USATel: (215) 235-4301
www.ExecDefense.com**QUOTATION****June 27, 2022 – Grand Rapids PD - MN**

Picture	Description	Price per unit FOB, USD	Quantity	Total
	<p>Ballistic Shield (Large)</p> <p>Level: Tested up to level III (resists up to 7.62 FMJ rifle rounds)</p> <p>Colors: Black</p> <p>Sizes: 35.5" X 23.5", with or without ballistic window.</p> <p>Handle: 1 handle, 1 arm strap.</p>	\$2,999	1	\$2,999
	<p>LED Shield Light Kit for Ballistic Shield</p> <p>Includes light and mounting materials and USB charger.</p>	\$299	1	\$299

Products Total: \$ 3,298**Shipping: \$ 280****Total: \$ 3,587**

Lead time: 3 weeks upon receiving order.

PAYMENT DUE 30 DAYS AFTER FINAL INVOICE DATE

BlueRidge Armor LLC
 1495 College Ave
 Spindale, NC 28160 US
 info@blueridgearmor.com
 blueridgearmor.com



Estimate

ADDRESS

Chief Steve Schaar
 Grand Rapids Police
 Department
 420 North Pokegama Avenue
 Grand Rapids, MN 55744-
 2662
 USA

SHIP TO

Chief Steve Schaar
 Grand Rapids Police
 Department
 420 North Pokegama Avenue
 Grand Rapids, MN 55744-
 2662
 USA

ESTIMATE # 3166

DATE 06/20/2022

EXPIRATION DATE 07/20/2022

SALES1

UPDATED Estimate: 3166

ACTIVITY	QTY	RATE	AMOUNT
SHIELD III+:BR-WMX3RF-20X34-III-VVP-BLK BLUERIDGE ARMOR MODEL: WMX3RF-20X34- VENGEANCE VIEWPORT-FULL CUT LOWER-8" CARBON FIBER HANDLE-HIGH DENSITY ARM PAD-FOREARM STRAP WITH WRAP-POLYUREA COATED BLACK	1	5,936.00	5,936.00
sub:ID Placard-SHIELD-4x11 CUSTOM ID PLACARD - SHIELD - 4"x11" - CUSTOM REMOVABLE ID PATCH - BLACK COLOR BASE - WHITE LETTERING - PRINT FIELD 3"x11" POLICE	1	26.88	26.88
LIGHT:Shield Light TAKER B30 BlueRidge Light - 600 Lumen Low Profile RETRO-LED	1	364.00	364.00
sub:BR-SHIELD HOOK-SLING BlueRidge Armor Single Point Shield hook, combo web and carabiner attachment points includes RIFLE STYLE SHOULDER SLING	1	125.00	125.00
Shipping Estimate: 3166 Estimate does not include taxes or fees	1	85.00	85.00

SUBTOTAL 6,536.88
TAX 0.00
TOTAL \$6,536.88