



## **CITY COUNCIL MEETING AGENDA**

**Monday, January 23, 2023**

**5:00 PM**

**CALL TO ORDER:** Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, January 23, 2023 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

**CALL OF ROLL:**

**PUBLIC FORUM:**

**COUNCIL REPORTS:**

**APPROVAL OF MINUTES:**

1. Approve minutes for Monday, January 9, 2023 Worksession and Regular meetings.

**VERIFIED CLAIMS:**

2. Approve the verified claims for the period January 4, 2023 to January 17, 2023 in the total amount of \$4,522,514.71 of which \$2,593,672.50 are debt service payments.

**ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:**

3. Review and acknowledge minutes for the following meetings:
  1. November 20, 2022 Human Rights Commission meeting
  2. December 6, 2022 Arts & Culture meeting
  3. December 14, 2022 PUC meeting
  4. December 15, 2022 GREDA meeting
  5. December 20, 2022 Golf Board meeting

**CONSENT AGENDA:**

4. Consider authorizing the Police Department to enter into a contract with service provider Steven E. Breitbarth, M. Div., LMFT.
5. Consider approving a supplemental letter agreement with SEH for 2023 miscellaneous services.
6. Consider the adoption of a resolution calling for a public hearing on property tax abatement for certain property in the City of Grand Rapids and granting certain business subsidies to ASV Holdings, Inc., or its affiliates.

- [7.](#) Consider approving the hazmat contract amendment between State of Minnesota and Grand Rapids Fire Department.
- [8.](#) Consider approving Pierringer Release with Barbara Bunch
- [9.](#) Consider approving Consulting Services Contract with Madden, Galanter Hansen, LLP, Attorneys at Law.
- [10.](#) Consider adopting a resolution approving updated City wide fee schedule and approve changes to the Data Practices Procedures
- [11.](#) Consider approving revised Grand Rapids Fire Department Organizational and Operating Policies and Procedures with an effective date of January 1, 2023
- [12.](#) Consider entering into support agreement with AVI Systems.

SET REGULAR AGENDA:

POLICE:

- [13.](#) Consider authorizing the purchase and payment of a German Shepard Police canine from McDonough K-9

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR FEBRUARY 13, 2023 AT 5:00 PM

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

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

ATTEST: Kimberly Gibeau, City Clerk



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

## **CITY COUNCIL WORKSESSION MINUTES**

**Monday, January 09, 2023**

**4:00 PM**

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

Mayor Christy, Councilor MacGregor and Councilor Sutherland take the Oath of Office administered by City Attorney Chad Sterle.

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

STAFF: Tom Pagel, Chad Sterle, Julie Kennedy, Erik Scott, Lasha Karels, Matt Wegwerth, Rob mattei, Chery Pierzina, Will Richter

### **BUSINESS:**

#### **2. Review a proposed Civic Center Board Ordinance**

Mr. Pagel provides background information related to the current Park, Rec and Civic Center Board, changes in programming and current needs. Recommendation is for a change from park and recreation focus to a Civic Center Board with membership consisting of various community demographics.

#### **3. City of Grand Rapids/GRPUC Collaboration Presentation**

Julie Kennedy, PUC General Manager and Erik Scott, IT Director present proposed collaboration of IT services and hiring a new staff member for the IT Department.

### **REVIEW OF REGULAR AGENDA:**

Upon review, addition of 21a, adopting a resolution requesting the state to authorize increase of local sales tax amount and appointment of a new member to Planning Commission under item #26.

### **ADJOURN:**

There being no further business, the meeting adjourned at 4:32 PM.

Respectfully submitted:

*Kimberly Gibeau*  
 Kimberly Gibeau, City Clerk



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

## **CITY COUNCIL MEETING MINUTES**

**Monday, January 09, 2023**

**5:00 PM**

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

### **CALL OF ROLL:**

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

**STAFF:** Tom Pagel, Chad Sterle, Julie Kennedy, Erik Scott, Lasha Karels, Matt Wegwerth, Rob Mattei, Chery Pierzina, Will Richter, Kevin Ott, Andy Morgan

### **ORGANIZATIONAL MEETING:**

1. Consider appointing the following financial institutions as depository designations for 2023, and delegate the Finance Director or Finance Director's Designee authorization for electronic funds transfers.

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

2. Adopt updated City Council By-Laws for 2023

Motion made by Councilor Connelly, Second by Councilor Adams to adopt the City Council By-laws as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

3. Designate a Councilmember to serve as Mayor Pro-Tem for 2023

Motion made by Councilor Connelly, Second by Councilor Sutherland to designate Councilor Dale Adams to serve as Mayor Pro-Tem for calendar year 2023. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

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

Motion made by Councilor Adams, Second by Councilor MacGregor designating the Grand Rapids Herald Review as the official newspaper for the City of Grand Rapids for 2023. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland



5. Appoint Council representatives to Boards and Commissions

Mayor Christy recommends appointments to boards and commissions as follows:

Councilor Sutherland to Grand Rapids Civic Center Board and the Grand Rapids Economic Development Authority.

Councilor Connelly to Grand Rapids Economic Development Authority and Human Rights Commission.

Councilor Adams to Public Utilities Commission and serve as alternate representative to the Grand Rapids Area Cable Commission.

Councilor McGregor to Grand Rapids Area Cable Commission.

Motion made by Councilor Adams, Second by Councilor MacGregor to approve representative appointments to boards and commissions as recommended. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

6. Appoint Council representatives to selected agencies

Mayor Christy designates Council representatives for agencies as follows:

1. Mayor Christy to City/County Co-operative Committee, Range Mayors Assoc., Joint Power Gas Board, Fire Relief Association and serve as alternate representative to the RAMS Board.
2. Councilor MacGregor to City/County Co-operative Committee, WMMPB, and CGMC.
3. Councilor Adams to RAMS Board, Joint Powers Gas Board and ARDC.
4. Councilor Sutherland to WMMPB, and Greenway Joint Recreation Board.
5. Councilor Connelly to League of MN Cities.
6. Finance Director Barb Baird to serve as staff representative to Fire Relief Association.

Motion made by Councilor Connelly, Second by Councilor MacGregor to approve appointments as designated by Mayor Christy. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

PUBLIC FORUM:

No one from the public wished to speak.

COUNCIL REPORTS:

Councilor Adams commends the Public Works department for continued efforts in snow removal.

Mayor Christy welcomes new Council members MacGregor and Sutherland and clarifies purpose of council reports.

APPROVAL OF MINUTES:

7. Approve Council minutes for Monday, December 19, 2022 Regular meeting.

Motion made by Councilor Adams, Second by Councilor Connelly to approve Council minutes for December 19, 2022. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

#### VERIFIED CLAIMS:

8. Approve the verified claims for the period December 13, 2022 to January 3, 2023 in the total amount of \$1,125,525.10.

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

#### ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

9. Acknowledged the following minutes for Boards & Commissions:

November 5, 2022 Golf Board meeting  
November 15, 2022 Library Board meeting

#### CONSENT AGENDA:

10. Consider adopting a resolution approving a Delegated Contract Process Agreement between the State of Minnesota and the City of Grand Rapids.

##### **Resolution 23-01**

11. Consider approving final payment in the amount of \$74,984.50 for AP 2021-2, Beacon Relocation Project.
12. Consider approving a contract with SEH for design services at the GPZ Airport for the North Taxilane Reconstruction.
13. Consider approving a contract with SEH for design and construction services at the GPZ Airport for the South Taxilane Crack Seal Project
14. Consider approving a contract with SEH for design and construction services at the GPZ Airport for the Hangar Development Utility Extension project
15. Consider adopting a resolution and approving a grant agreement with the Minnesota Department of Iron Range Resources and Rehabilitation (IRRR) for the Hangar Development Project at the GPZ Airport

##### **Resolution 23-02**

16. Consider change orders related to the IRA Civic Center Improvement Project.
17. Consider approving the Workers Compensation coverage through the League of Minnesota Cities Insurance Trust

18. Consider a request by the police department to apply for a matching grant through AKC Reunite Adopt a K-9 Cop sponsored by the United States Police Canine Association (USPCA).
19. Consider approving Network Technician job description and authorization to post the position
20. Consider approving computer agreements for 2023 with Harris Computer Systems for \$27,804.29.
21. Consider approval of special assessment lien releases.
  - 21a. Consider adopting a resolution requesting authorization from the state to impose a local sales and use tax in the City of Grand Rapids.

### **Resolution 23-03**

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

### **SET REGULAR AGENDA:**

Request to Include appointment of new Commissioner to the Grand Rapids Planning Commission in item #26.

Motion made by Councilor Connelly, Second by Councilor MacGregor to approve the regular agenda as amended, adding Planning Commission appointment to item #26. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

### **ADMINISTRATION:**

22. Consider hiring Paul Martinetto as Building Inspector

Chery Pierzina, Human Resources Officer, provided background on changes in staffing, search committee process and made a recommendation to appoint Paul Martinetto as the new Building Inspector.

Motion made by Councilor Connelly, Second by Councilor Sutherland to appoint Paul Martinetto as the new Building Inspector. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

### **ENGINEERING PUBLIC WORKS:**

23. Consider accepting feasibility report and ordering plans and specifications for CP 2015-1, Sylvan Bay Overlays and Utilities.

Engineer Wegwerth presents summary of feasibility report for Sylvan Bay project.

Motion made by Councilor Adams, Second by Councilor Connelly to accept feasibility report and order plans and specs as presented. Voting Yea: Mayor Christy, Councilor Adams,

Councilor Connelly, Councilor MacGregor, Councilor Sutherland

24. Consider approving a Supplemental Letter Agreement with SEH related to CP 2015-1

Motion made by Councilor Connelly, Second by Councilor Adams to approve SLA with SEH related to CP2015-1. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

25. Consider adopting a resolution approving reimbursement of expenditures for CP 2015-1, Sylvan Bay Overlays and Utilities

Motion made by Councilor Adams, Second by Councilor Connelly to adopt **Resolution 23-04**, reimbursement of expenditures for CP 2015-1, Sylvan Bay Overlays and Utilities. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

#### CITY COUNCIL:

26. Consider appointing Amanda Lamppa to the Arts & Culture Commission for a three year term to expire December 31, 2025.

Mayor Christy presents recommendation to appoint Amanda Lamppa to Arts & Culture Commission, term to expire December 31, 2025.

Councilor MacGregor recommends appointment of Bill Schnell to Planning Commission, term to expire March 1, 2027.

Motion made by Councilor MacGregor, Second by Councilor Connelly to appoint Amanda Lamppa to the Arts & Culture Commission and Bill Schnell to the Planning Commission as recommended. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

#### ADJOURNMENT:

There being no further business, the meeting adjourned at 5:39 PM.

Respectfully submitted:

  
Kimberly Gibeau, City Clerk

DATE: 01/20/2023  
 TIME: 12:51:48  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/23/2023

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
0124550	AXON ENTERPRISE INC	14,868.00
	TOTAL	14,868.00
CITY WIDE		
0715808	GOVCONNECTION INC	2,511.33
0805450	FORTRA, LLC	1,561.01
1201275	LAFRENIERS HANDYMAN	3,570.00
2018225	TREASURE BAY PRINTING	322.20
2112400	ULINE, INC	438.20
2309432	WILD HORSES MN LLC	2,000.00
T001463	JIM CAGLE	100.00
	TOTAL CITY WIDE	10,502.74
SPECIAL PROJECTS-NON BUDGETED		
0508450	EHLERS AND ASSOCIATES INC	343.75
	TOTAL SPECIAL PROJECTS-NON BUDGETED	343.75
ADMINISTRATION		
0920060	ITASCA COUNTY TREASURER	6,044.76
1215630	LOREN SOLBERG CONSULTING, LLC	1,600.00
	TOTAL ADMINISTRATION	7,644.76
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM SERVICES	52.89
0514200	ESC SYSTEMS SOUND & LIFE SAFE	678.00
0920059	ITASCA COUNTY SHERIFFS DEPT	10.00
1901535	SANDSTROM'S INC	167.32
2018680	TRU NORTH ELECTRIC LLC	847.92
	TOTAL BUILDING SAFETY DIVISION	1,756.13
COMMUNITY DEVELOPMENT		
0715808	GOVCONNECTION INC	6,990.55
	TOTAL COMMUNITY DEVELOPMENT	6,990.55

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 01/23/2023

VENDOR #	NAME	AMOUNT DUE
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GENERAL FUND		
COUNCIL/COMMISSION/BOARDS		
2018225	TREASURE BAY PRINTING	48.00
TOTAL COUNCIL/COMMISSION/BOARDS		48.00
FIRE		
0103728	ACTIVE911, INC	510.00
0118100	ARAMARK UNIFORM SERVICES	27.56
0315455	COLE HARDWARE INC	75.94
0401804	DAVIS OIL INC	1,259.16
1200500	L&M SUPPLY	187.34
1301014	MACQUEEN EMERGENCY GROUP	1,112.54
TOTAL FIRE		3,172.54
INFORMATION TECHNOLOGY		
0715808	GOVCONNECTION INC	914.62
TOTAL INFORMATION TECHNOLOGY		914.62
PUBLIC WORKS		
0100046	ASV HOLDINGS INC	1,153.32
0301655	CARGILL INCORPORATED	11,593.80
0301685	CARQUEST AUTO PARTS	129.00
0315455	COLE HARDWARE INC	43.65
0401804	DAVIS OIL INC	5,533.66
0501650	EARL F ANDERSEN	149.35
0601690	FASTENAL COMPANY	1,147.65
1303039	MCCOY CONSTRUCTION & FORESTRY	909.83
1415484	NORTHERN LIGHTS TRUCK	106.36
1415536	NORTHLAND HYDRAULICS SERVICE	944.14
1421155	NUCH'S IN THE CORNER	276.41
2000522	TNT CONSTRUCTION GROUP, LLC	255.00
2015825	MONROE TOWMASTER LLC	606.53
2305453	WESCO RECEIVABLES CORP	6,268.00
TOTAL PUBLIC WORKS		29,116.70
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	932.05
0601690	FASTENAL COMPANY	45.68
0914200	INDUSTRIAL LUBRICANT COMPANY	1,218.01
1301720	MATCO TOOLS	18.64

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INVOICES DUE ON/BEFORE 01/23/2023

VENDOR #	NAME	AMOUNT DUE
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GENERAL FUND		
FLEET MAINTENANCE		
1801615	RAPIDS WELDING SUPPLY INC	60.93
TOTAL FLEET MAINTENANCE		2,275.31
POLICE		
0121721	AUTO VALUE - GRAND RAPIDS	188.99
0124550	AXON ENTERPRISE INC	32,080.34
0218350	BRIER CLOTHING	99.90
0301685	CARQUEST AUTO PARTS	97.45
0701480	GALLS LLC	332.99
0718060	GRAND RAPIDS HERALD REVIEW	616.00
0920069	ITASCA GUN CLUB	500.00
1309149	MN CHIEFS OF POLICE ASSOC	1,575.00
1605665	PERSONNEL DYNAMICS LLC	498.15
1801570	APS COMPANIES	5.50
1801611	RAPIDS RADIO LLC	375.00
2001138	TACTICAL ADVANTAGE, LLC	1,045.00
TOTAL POLICE		37,414.32
CENTRAL SCHOOL		
0118100	ARAMARK UNIFORM SERVICES	55.73
1901535	SANDSTROM'S INC	91.80
1908248	SHERWIN-WILLIAMS	258.21
TOTAL		405.74
AIRPORT		
0318885	CRYOTECH DEICING TECHNOLOGY	26,505.75
0504825	EDWARDS OIL INC	1,288.35
2209195	VIDCOM TECHNOLOGY LLC	140.05
TOTAL		27,934.15
CIVIC CENTER		
GENERAL ADMINISTRATION		
0118100	ARAMARK UNIFORM SERVICES	121.92
0205153	BECKER ARENA PRODUCTS INC	217.30
0221650	BURGGRAF'S ACE HARDWARE	115.95
0315495	COMMERCIAL REFRIGERATION	895.29

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 01/23/2023

VENDOR #	NAME	AMOUNT DUE
CIVIC CENTER		
GENERAL ADMINISTRATION		
0920059	ITASCA COUNTY SHERIFFS DEPT	10.00
1201430	LAKE SUPERIOR CUTTING EDGE LLC	315.00
1901535	SANDSTROM'S INC	1,026.99
TOTAL GENERAL ADMINISTRATION		2,702.45
STATE HAZ-MAT RESPONSE TEAM		
0312110	CLAREY'S SAFETY EQUIPMENT INC	335.30
TOTAL		335.30
POLICE DESIGNATED FORFEITURES		
1303028	MARK J MCDONOUGH	16,500.00
TOTAL		16,500.00
CEMETERY		
0401804	DAVIS OIL INC	1,332.10
1200500	L&M SUPPLY	29.37
TOTAL		1,361.47
DOMESTIC ANIMAL CONTROL FAC		
0118100	ARAMARK UNIFORM SERVICES	30.00
TOTAL		30.00
GO RFDG BONDS 2017B		
2100265	U.S. BANK	301,900.00
TOTAL		301,900.00
GO ST RECON & CIP 2018A		
2100265	U.S. BANK	145,168.75



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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 01/23/2023

VENDOR #	NAME	AMOUNT DUE
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GO ST RECON & CIP 2018A		
	TOTAL	145,168.75
GO & ABATEMENT BOND 2019A		
2100265	U.S. BANK	107,615.00
	TOTAL	107,615.00
GO STREET RECONST BONDS 2020A		
2100265	U.S. BANK	153,681.25
	TOTAL	153,681.25
GO & ABATEMENT BOND 2021B		
2100265	U.S. BANK	315,650.00
	TOTAL	315,650.00
GO IMP BONDS 2009C		
0315515	COMPUTERSHARE TRUST CO, NA	372,875.00
	TOTAL	372,875.00
GO IMP, CIP & REFUNDING 2010A		
0315515	COMPUTERSHARE TRUST CO, NA	64,381.25
	TOTAL	64,381.25
GO IMP & RFNDING BONDS 2011B		
0315515	COMPUTERSHARE TRUST CO, NA	75,526.25
	TOTAL	75,526.25

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INVOICES DUE ON/BEFORE 01/23/2023

VENDOR #	NAME	AMOUNT DUE
-----		
GO IMPROVEMENT BONDS 2012A		
0315515	COMPUTERSHARE TRUST CO, NA	169,786.25
	TOTAL	169,786.25
GO IMPRV RECONST BONDS 2013B		
2100265	U.S. BANK	303,893.75
	TOTAL	303,893.75
GO IMP BONDS 2014A		
2100265	U.S. BANK	222,765.00
	TOTAL	222,765.00
GO IMPRV RECONST BONDS 2016A		
2100265	U.S. BANK	155,580.00
	TOTAL	155,580.00
GO IMPRV RECONST BONDS 2017A		
2100265	U.S. BANK	156,587.50
	TOTAL	156,587.50
1ST AVE CONDO ABATEMENT		
0100000	1ST AVE CONDOMINIUMS LLC	21,758.87
	TOTAL	21,758.87
TIF 1-8 LAKEWOOD APTS		
1201450	LAKEWOOD HEIGHTS	15,947.98
	TOTAL	15,947.98

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 01/23/2023

VENDOR #	NAME	AMOUNT DUE
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TIF 1-6 OLD HOSPITAL BONDS		
2100265	U.S. BANK	48,262.50
	TOTAL	48,262.50
TIF 1-7 BLK 37 REDEVELOPMENT		
0718070	GRAND RAPIDS STATE BANK	7,768.47
	TOTAL	7,768.47
TIF 1-6 OLD HOSP HSING PAYGO		
0717989	GRAND PLAZA HOUSING	16,378.45
	TOTAL	16,378.45
TIF 1-10 RIVER HILLS APT		
1809793	RIVER HILLS OF GR, LLC	28,090.93
	TOTAL	28,090.93
TIF 1-12 PILLARS/KTJ338, LLC		
1120300	KTJ 338, LLC	12,512.91
	TOTAL	12,512.91
2021 INFRASTRUCTURE BONDS		
CP2020/FD-1 NEW FIRE HALL		
1209260	LIFESPAN CABINETS & CLOSETS	2,000.00
	TOTAL CP2020/FD-1 NEW FIRE HALL	2,000.00
CIVIC CENTER CAPITAL IMP PJT		
IRA CIVIC CENTER RENOVATION		
0900055	ICS CONSULTING INC	7,536.00
2000522	TNT CONSTRUCTION GROUP, LLC	847,400.00
	TOTAL IRA CIVIC CENTER RENOVATION	854,936.00

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INVOICES DUE ON/BEFORE 01/23/2023

VENDOR #	NAME	AMOUNT DUE
STORM WATER UTILITY		
0301685	CARQUEST AUTO PARTS	117.81
0401804	DAVIS OIL INC	2,027.76
2000522	TNT CONSTRUCTION GROUP, LLC	510.00
TOTAL		2,655.57
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$3,720,038.21

CHECKS ISSUED-PRIOR APPROVAL  
 PRIOR APPROVAL

0100053	AT&T MOBILITY	3,955.66
0113105	AMAZON CAPITAL SERVICES	663.97
0114213	STEVE ANDERSON	300.00
0201356	BRUCE BAIRD	300.00
0201750	EVERETT BAUMGARNER	300.00
0205225	ANTHONY BEER	300.00
0205640	LEAGUE OF MN CITIES INS TRUST	828.05
0218359	MARTY BRINK	300.00
0218755	CHARLES BRUEMMER	550.00
0221680	MATTHEW BUSH	550.00
0305530	CENTURYLINK QC	259.00
0309600	CIRCLE K/HOLIDAY	392.18
0405310	DOMINIC DEGUISEPPPI	300.00
0605191	FIDELITY SECURITY LIFE	93.50
0718015	GRAND RAPIDS CITY PAYROLL	572,337.66
0718070	GRAND RAPIDS STATE BANK	546.05
0809115	MN NORTH COLLEGE	220.00
0809190	JESSE HIDDE	300.00
0815440	HOLIDAY STATIONSTORES LLC	236.50
0815545	LARRY HOOPMAN	300.00
1121150	ROBERT KUBECZKO	300.00
1205095	LEAGUE OF MN INSURANCE TRUST	1,000.00
1221520	SHERRIE LUNDQUIST	300.00
1301145	MARCO TECHNOLOGIES, LLC	494.29
1301146	MARCO TECHNOLOGIES, LLC	308.23
1303352	MICHAEL J. MCINERNEY	300.00
1305046	MEDIACOM LLC	136.90
1305725	METROPOLITAN LIFE INSURANCE CO	2,093.47
1309098	MINNESOTA MN IT SERVICES	453.21
1309256	MN MANAGEMENT & BUDGET	5,640.00
1309332	MN STATE RETIREMENT SYSTEM	16,866.07
1309357	STATE OF MINNESOTA	64.00
1309362	MN DEPT OF TRANSPORTATION	40.00
1315295	CHAD MOEN	300.00
1321750	MUTUAL OF OMAHA	471.51
1325445	RANDY MYHRER	15,000.00
1516220	OPERATING ENGINEERS LOCAL #49	112,705.00

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

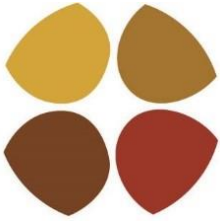
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INVOICES DUE ON/BEFORE 01/23/2023

VENDOR #	NAME	AMOUNT DUE
-----		
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1601750	PAUL BUNYAN COMMUNICATIONS	1,424.43
1609230	CHERY PIERZINA	44.05
1621130	P.U.C.	42,923.48
1721095	QUADIENT, INC	50.00
1801503	MICHAEL RANDALL	300.00
1903321	STEVEN SCHAAR	17.05
1909500	TONY SIMONSON	300.00
2000490	TDS Metrocom	646.75
2114360	UNITED PARCEL SERVICE	17.00
2209705	VISIT GRAND RAPIDS INC	16,648.49
2309452	JEFF ERIK WILSON	300.00
2309538	ALLEN WINDT	300.00

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$802,476.50

TOTAL ALL DEPARTMENTS \$4,522,514.71



# **CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION WORKSESSION MINUTES**

**Wednesday, November 30, 2022  
5:30 PM**

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## ***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.*

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**CALL TO ORDER:** Pursuant to due notice and call thereof, the Human Rights Commission will hold a regular meeting on Wednesday, November 30, 2022 at 5:30PM at the PW/PUC Service Center, 500 SE 4th St, Grand Rapids, Minnesota.

The Worksession came to order at 5:40pm.

**BUSINESS:** 2023 WorkPlan

The Human Rights Commission's work session focused on a review of the 2022 Workplan. They discussed both challenges and changes they would make from the past year and also celebrations of things that went well throughout 2022. A draft 2023 Workplan will accompany the next meeting in December for review and finalization to be approved by the City Council.

**ADJOURN:**

Attest: Cynthia Lyman, Administrative Assistant



CITY OF  
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**ARTS & CULTURE COMMISSION**  
**MEETING MINUTES**  
**Tuesday, December 06, 2022**  
**3:45 PM**

**CALL TO ORDER:**

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

**ROLL CALL:**

**PRESENT**

Commissioner Ed Zabinski  
 Commissioner Jennifer Gorman  
 Commissioner Kari Hedlund  
 Commissioner Aaron Squadroni  
 City Administrator, Tom Pagel

**ABSENT**

Commissioner Myrna Peterson  
 Commissioner Gail Otteson

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

Karen Noyce requested to speak regarding a possible project for the Arts & Culture Commission. The project was started by Ms. Noyce around 10 years ago and focused on a cultural map of the county prior to European settlement. Discussion revolved around partnership with the Commission to assist with proceeding with the "Pokegama Band Map".

**SETTING THE AGENDA:**

**Motion was made by Commissioner Zabinski and Second by Commissioner Gorman to add an item to the Agenda for New Members. All in favor, motion passed.**

**CORRESPONDENCE:**

The Commission received a thank you note from the First Annual Jingle & Mingle that was held with the Nightmaker's Market earlier in December.

**APPROVE MINUTES:**

1. Approve the Minutes from November 1, 2022  
**Motion was made by Commissioner Zabinski and Second by Commissioner Gorman to accept the minutes from the November 1, 2022, Arts & Culture Meeting. All in favor, motion passed.**

**FINANCIALS:**

2. Approve the Financials for November 2022  
**Motion was made by Commissioner Squadroni and Second by Commissioner Zabinski to accept the November 2022 Financials. All in favor, motion passed.**

**BUSINESS:**

3. Reviewed the 2022 Budget
4. Review of the 2023 Budget  
There will be \$7,500 in the Budget for 2023 and some additional capital will be available with another street project during the year.
- 4A. Additional Agenda Item: New Members. There are currently four vacancies of this nine member commission. There are no residential requirements and a few names were mentioned of possible people to reach out to, to turn in their applications. If they are interested, they should get their applications back as soon as possible, to be approved at the December 19th, 2022, City Council Meeting.

**UPDATES:**

5. Neighborhood Meeting  
Commissioner Hedlund reviewed the notes on the 1st Neighborhood Meeting held back in October. It was suggested that a Request for Proposal would help to get more ideas, for the Neighborhood Art. City Administrator Pagel said that he would rough something out to get ready and Commissioner Squadroni will assist him.
6. Nightmakers Market  
The Nightmaker's Market was a success. Commissioner Gorman in her summary mentioned that; there was hot chocolate, tea and ice cream, 18 of the 27 vendors reached six grand in sales for the 2.5 hours, there were 100 art kits that were given out to kids, there were 500 transactions and she would like to thank the Commission for the support. The next Nightmaker's Market is planned for the Thursday before Mother's Day.

**ANNOUNCEMENTS:**

None

**SET AGENDA FOR NEXT MEETING:****BUSINESS:**

3. New Commission Members & Welcome if Approved by City Council
4. Review Mayor's Art Award
5. Riverfest

**UPDATES:**

6. Pokegama Band Map

**ADJOURN:**

**Motion made by Commissioner Zabinski to adjourn, Second by Commissioner Gorman. All in favor, motion passed.**

Respectfully submitted by Cynthia Lyman





## GRAND RAPIDS PUBLIC UTILITIES COMMISSION MEETING MINUTES

Wednesday, December 14, 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, December 14, 2022 in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota. By call of the chair the meeting was called to order at 4:02 PM.

### CALL OF ROLL:

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

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

### PUBLIC FORUM:

None.

### APPROVAL OF MINUTES:

1. Consider a motion to approve the minutes of the November 9, 2022 Regular Commission Meeting and the November 29, 2022 Regular Work Session Commission Meeting.

**Motion made by Commissioner Saxhaug, Seconded by Secretary Francisco to approve the minutes of the November 9, 2022 Regular Commission Meeting and the November 29, 2022 Regular Work Session Commission Meeting.**

**The motion carried by the following vote:**

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

### VERIFIED CLAIMS:

2. Consider a motion to approve \$1,816,316.19 of verified claims for November 2022.

**Motion made by Commissioner Blake, Seconded by Commissioner Smith to approve \$1,816,316.19 of verified claims for November 2022.**

**The motion carried by the following vote:**

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

**COMMISSION REPORTS:**

Commissioner Blake expressed appreciation for the time he spent on the Commission. The Commissioners thanked Commissioner Blake for his service.

**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.

**Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug 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 November 2022.

**Approved by consent agenda vote.**

4. Consider a motion to confirm filling the WWTP Operator position with the preferred candidate, Jeremy Jones.

**Approved by consent agenda vote.**

5. Consider a motion to ratify a leave of absence for IS Coordinator, Andrew Glusica.

**Approved by consent agenda vote.**

6. Consider a motion to approve the semi-annual write off of uncollectible accounts receivable in the amount of \$560.54.

**Approved by consent agenda vote.**

7. Consider a motion to ratify the procurement contract with Thein Well Company for the repairs necessary for well number 1 for \$19,116.50.

**Approved by consent agenda vote.**

8. Consider a motion to award the contract for 2023 Sludge Placement to JRadtke Trucking in the amount of \$65,560 and authorize Commission President to sign the contract.

**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.

**Motion made by Secretary Francisco, Seconded by Commissioner Blake to set the regular agenda as presented.**

**The motion carried by the following vote:**

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

**ADMINISTRATION:**

9. Consider a motion to accept the 2022 Electric, Water, and Wastewater Cost of Service and Rate Design Report.

**Motion made by Secretary Francisco, Seconded by Commissioner Saxhaug to accept the 2022 Electric, Water, and Wastewater Cost of Service and Rate Design Report.**

**The motion carried by the following vote:**

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

10. Consider a motion to adopt the 2023 Electric, Water, and Wastewater Utility Rates.

**Motion made by Commissioner Blake, Seconded by Commissioner Smith to adopt the 2023 Electric, Water, and Wastewater Utility Rates.**

**The motion carried by the following vote:**

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

11. Review Administration Department Monthly Report

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

**BUSINESS SERVICES DEPARTMENT:**

12. Consider a motion to adopt resolution 12-14-22-10 approving the 2023 Operations and Capital Budgets.

**Motion made by Commissioner Smith, Seconded by Secretary Francisco to adopt resolution 12-14-22-10 as described.**

**The motion carried by the following vote:**

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

13. Business Services Department Monthly Report

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

ELECTRIC DEPARTMENT:

14. Review Electric Department Monthly Report

General Manager Julie Kennedy reviewed the December Electric Department Report with the Commission.

WATER AND WASTEWATER DEPARTMENT:

15. Review Water-Wastewater Department Report

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

SAFETY REPORT:

16. Review Safety Monthly Report

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

ADJOURNMENT:

By call of the chair, the regular meeting was declared adjourned at 5:00 PM.

The next Regular Meeting of the Commission is scheduled for Wednesday, January 11, 2023 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 Wednesday, January 25, 2023 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

Respectfully submitted: Carrie Jo Kruger, Administrative/HR Assistant.

*Carrie Jo Kruger*

*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 Shanley,*

*[Signature]*





# GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

**Thursday, December 15, 2022  
4:00 PM**

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Economic Development Authority will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Thursday, December 15, 2022 at 4:00 PM.

CALL TO ORDER

CALL OF ROLL

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

APPROVE MINUTES

1. Consider approval of minutes from the November 17, 2022 regular meeting.

Motion by Commissioner Bruns, second by Commissioner Jackson to approve the minutes from the November 17, 2022 regular meeting. The following voted in favor thereof: R. Blake, Jackson, S. Blake, Bruns. Opposed: None, passed unanimously.

APPROVE CLAIMS

2. Consider approval of claims in the amount of \$22,827.09.

Motion by Commissioner Jackson, second by Commissioner Bruns to approve claims in the amount of \$22,827.09. The following voted in favor thereof: Bruns, S. Blake, Jackson, R. Blake. Opposed: None, passed unanimously.

Consider approval of payment to the City of Grand Rapids in the amount of \$3,430.93.

Motion by Commissioner Bruns, second by Commissioner Jackson to approve payment to the City of Grand Rapids in the amount of \$3,430.93. The following voted in favor thereof: Bruns, S. Blake, Jackson, R.Blake. Opposed: None, passed unanimously.

BUSINESS

3. 2023 GREDA Work Plan Discussion

The commissioners reviewed the work plan and how the items were ranked. There was discussion on what role GREDA would play, lead, partner or support. Mr. Mattei will put together the draft 2023 work plan for review and approval at the next meeting.

4. Consider Authorizing Downtown Entertainment Fund Grant Application to the Blandin Foundation

Motion by Commissioner R. Blake, second by Commissioner Jackson to authorized the submittal of a downtown entertainment fund grant application to the Blandin Foundation. The following voted in favor thereof: R. Blake, Jackson, Bruns. Opposed: None, S. Blake abstained, motion carried.

#### UPDATES

#### ADJOURN

There being no further business the meeting adjourned at 5:18 p.m.

#### MEMBERS & TERMS

Rick Blake - 12/31/2022 (with Council term)

Tasha Connelly - 12/31/2022 (with Council term)

Cory Jackson - 3/1/23

Mike Korte - 3/1/24

Wayne Bruns - 3/1/25

Sholom Blake - 3/1/25

Al Hodnik - 3/1/27



CITY OF  
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## **POKEGAMA GOLF COURSE BOARD MEETING MINUTES**

**Tuesday, December 20, 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, December 20, 2022 at 7:30 AM at Pokegama Golf Course, 3910 Golf Course Road, Grand Rapids, Minnesota. Rick called the meeting to order at 7:35AM.

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

**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.) John R. made a motion to accept as presented. Rick second. Motion Carried.

**APPROVE MINUTES:**

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

**CLAIMS AND FINANCIAL STATEMENTS:**

2. A review of the financials took place. John B. made a motion to approve the claims in the amount of \$49,252.93. Rick Second. Motion Carried.

**VISITORS:** No visitors today

**REPORTS:** Bob Cahill said Steve had nothing new to report regarding the golf course. No word on the greens mower yet, but that is on order. The 50 carts are on order and we can expect to see those in late March 2024. Trackman is open and golfers can play Pokegama Golf Course.

**Business:**

**CORRESPONDENCE AND OPEN DISCUSSION:**

**ADJOURN:** At 8:10AM, Motion made by John B. Second by Rick. Motion Carried.

Minutes respectfully submitted by Kelly Kirwin





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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 23, 2023

**AGENDA ITEM:** Consider authorizing the Police Department to enter into a contract with service provider Steven E. Breitbarth, M. Div., LMFT.

**PREPARED BY:** Captain Andy Morgan

---

**BACKGROUND:**

The honorable calling to law enforcement comes with countless rewards but also exposes personnel to considerable repeated, traumatic events that are inherently dangerous and specific to this field. Law enforcement is always the first answer to community's call and often dealing with the worst humanity has to offer. The purpose of this program is to provide a therapeutic, one on one, confidential, at no employee cost session with Therapist Steven E. Breitbarth. GRPD Officer Wellness Program is a positive way an employee can heal from the accumulated stresses of traumatic interactions with society as well as any personal stresses that exist.

Improving officer health and resiliency was a 2022 department goal. GRPD's Officer Wellness Program was well received by staff and recognized as being of value. Staff members are aware that we are committed to continuing GRPD Officer Wellness Program.

**REQUESTED COUNCIL ACTION:**

Make a motion authorizing the Police Department to enter into a contract with service provider Steven E. Breitbarth, M. Div., LMFT for a 2023 budgeted item

## CONTRACT

THIS CONTRACT, by and between the City of Grand Rapids, a municipal corporation, hereinafter referred to as “City,” and Grand Rapids Police Department, hereinafter referred to as “GRPD,” and Steven E. Breitbarth, M. Div., LMFT, hereinafter referred to as “Service Provider,” entered into this 23 day of January, 2023.

### RECITALS

WHEREAS, the Service Provider will provide services to 27 Employees of the GRPD.

WHEREAS, the Service Provider has represented that Service Provider has the ability and can competently perform the requirements to provide services.

NOW, THEREFORE, the City, GRPD and Service Provider, for good and valuable mutual consideration, agree as follows:

1. Service Provider shall provide services to 27 Employees of the GRPD, costing \$120.00 per one and a half hour session for a total cost of \$3,240 for the initial department required session.
2. GRPD shall set arrangement to secure a neutral site that is appropriate.
3. GRPD shall make arrangement and schedules directly with the employees when setting the sessions.
4. GRPD shall provide the schedule to the Service Provider.
5. Service Provider shall notify GRPD if the employee fails to show up to the scheduled meeting.

### FOLLOW UP SESSIONS

1. Service Provider shall provide follow up sessions with employees if necessary at \$80.00 per one-hour session.
2. Arrangements and location shall be provided by service provider.
3. Following the completion of the original required session, service provider will bill GRPD monthly and that the GRPD be advised when follow-up sessions total exceed five within a thirty day period.
4. Service Provider shall keep track of and report, without the use of employee identifiers, how many employees utilized follow-up sessions and total of follow-up sessions.

5. All follow-up utilization shall be directed to both Captain Andy Morgan at 218-326-3464 [amorgan@grandrapidsmn.gov](mailto:amorgan@grandrapidsmn.gov) and Captain Kevin Ott at 218-326-3464 [kott@grandrapidsmn.gov](mailto:kott@grandrapidsmn.gov)

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

**CITY OF GRAND RAPIDS**

By: \_\_\_\_\_  
Its Mayor

By: \_\_\_\_\_  
Its City Administrator

**GRAND RAPIDS POLICE DEPARTMENT:**

By: \_\_\_\_\_  
Its Chief Steven Schaar

By: \_\_\_\_\_  
Its Captain Andy Morgan

By: \_\_\_\_\_  
Its Captain Kevin Ott

**SERVICE PROVIDER**

By: \_\_\_\_\_  
Steven E. Breitbarth, M. Div., LMFT



CITY OF  
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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 23, 2023

**AGENDA ITEM:** Consider approving a supplemental letter agreement with SEH for 2023 miscellaneous services.

**PREPARED BY:** Matt Wegwerth

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### **BACKGROUND:**

This agreement allows for SEH to perform miscellaneous services under our Master Engineering Services agreement.

### **REQUESTED COUNCIL ACTION:**

Make a motion approving a supplemental letter agreement with SEH for 2023 miscellaneous services.

## Supplemental Letter Agreement

In accordance with the Contract for Municipal Engineering Services ("Master Agreement") between City of Grand Rapids ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective January 4, 2021, this Supplemental Letter Agreement dated January 9, 2023 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2023 Miscellaneous Services.

**Client's Authorized Representative:** Matt Wegwerth, Public Works Director/City Engineer

**Address:** 420 North Pokegama Ave, Grand Rapids, Minnesota, 55744, United States

**Telephone:** 218.326.7625 **email:** mwegwerth@grandrapidsmn.gov

**Project Manager:** Sara Christenson

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

**Telephone:** 218.322.4513 **email:** schristenson@sehinc.com

**Scope:** This task is set up for small items in accordance with the Master Agreement and are requested by the client.

### Task 1: 2023 Miscellaneous Services - \$40,000

#### Payment:

The fee is hourly estimated to be \$40,000 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in Exhibit B of the Master Agreement.

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

**Short Elliott Hendrickson Inc.**

By: 

Full Name: Sara Christenson, PE (MN)  
Title: Client Service Manager

**City of Grand Rapids**

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

Full Name: Dale Christy  
Title: Mayor of Grand Rapids



CITY OF  
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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 23, 2023

**AGENDA ITEM:** Consider the adoption of a resolution calling for a public hearing on property tax abatement for certain property in the City of Grand Rapids and granting certain business subsidies to ASV Holdings, Inc., or its affiliates.

**PREPARED BY:** Rob Mattei, Director of Community Development

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### BACKGROUND:

In support of the expansion proposed by ASV Holdings, the City of Grand Rapids and GREDA have secured or helped to secure grant and loan funding from the MN Department of IRRR and the MN Department of Employment and Economic Development.

In addition to that support, the City of Grand Rapids proposed to consider supporting the proposed expansion through a tax abatement, consistent with the City's *Economic Development Policies*. The City has received an application for that assistance from ASV in the amount of \$234,000. The application and supporting documentation have been reviewed by staff as well as by the City's fiscal consultant, Ehlers, and the City's economic development attorney at the firm of Kennedy and Graven Chartered. A summary memo from Ehlers is attached for your review with this proposed action to call for a public hearing.

As you can see from the attached schedule, the County will also be considering an abatement at an upcoming public hearing one day after the proposed City public hearing.

### REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution calling for a public hearing on property tax abatement for certain property in the City of Grand Rapids and granting certain business subsidies to ASV Holdings, Inc., or its affiliates.

## MEMORANDUM

**TO:** Council Members, City of Grand Rapids  
Board Members, Itasca County Board of Commissioners  
Board Members, Grand Rapids Economic Development Authority

**FROM:** Rebecca Kurtz, Ehlers

**DATE:** January 17, 2023

**SUBJECT:** Proposed Tax Abatement for ASV Development

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The City of Grand Rapids and Itasca County received a request for tax abatement (“abatement”) from ASV Holdings, Inc. (“ASV”) to assist with an expansion of their Grand Rapids production facility.

### Company Background Information

ASV manufactures compact track loaders and skid steers. It was founded in a garage in Marcel, MN, in 1983, and in 1995 expanded to a new facility in the City of Grand Rapids. Since then, ASV has continued to grow and employs approximately 253 full-time employees and occupies 300,000 square feet of production and warehouse space. In 2019 ASV was acquired by Yanmar Group, and the Yanmar Compact Equipment North America (“YCENA”) is based in Grand Rapids.

### Proposed Project

ASV is planning an expansion of its Grand Rapids production facility to meet increased production of Compact Track Loaders, the anticipated launching of new products, and the relocation of the production of mini excavators from Japan to Grand Rapids. The proposed expansion includes construction of a 32,000 square foot addition to the paint system along with related site improvements and equipment.

The project is anticipated to cost \$9.4 million and has a variety of funding sources, including an equity contribution of over 71 percent of the project costs. ASV anticipates adding at least 115 permanent, full-time jobs over the next two years with average hourly wages of \$37.18, exclusive of benefits. Over a five-year term, ASV has plans to grow employment by over 300 employees.

The project is estimated to have a completed market value of \$7,150,200, per the County Assessor. This is an increase in value of \$1,545,900. Based on Pay 2022 tax rates, it is estimated to generate an additional \$45,259 in total taxes.

### Tax Abatement Request

ASV has requested \$234,000 in tax abatement assistance from the City of Grand Rapids and \$196,566 in tax abatement assistance from Itasca County to assist with the construction of the proposed expansion.

### Tax Abatement Summary

Minnesota Statutes 469.1813 allow political subdivisions to abate their share of all or a portion of a parcel's property taxes to help finance projects, including economic development projects. Abatement, under the Statute and contrary to the definition of the word, does not exempt the property owner from paying real estate taxes or reduce the total amount owed. During the term of the tax abatement, the taxing authority collects the abatement amount and distributes it per the terms of an agreement.

To create a tax abatement, each taxing entity participating in the abatement must hold a public hearing. After the public hearing the entity must make a finding that the abatement expects the benefits to the political subdivision to at least equal the costs to the political subdivision **and** that the project is in the public interest because it will:

- Increase or preserve tax base;
- Provide employment opportunities;
- Provide or help acquire or construct public facilities;
- Help redevelop or renew blighted areas;
- Help provide access to services for residents; and/or
- Finance or provide public infrastructure.

### Proposed Tax Abatement for ASV

After review of the project information submitted by ASV, we conclude the tax abatement requests of \$234,000 from the City and \$196,566 from the County can be justified for this project. This total request equates to about 5 percent of the total project cost.

If the City and/or County move forward with providing tax abatement, it is recommended that the abatement be based on the increase over the current tax capacity. Therefore, the taxing jurisdiction would continue to receive the taxes on the current value throughout the term of the abatement. It is estimated that the annual taxes abated by the City would be \$22,659, and the annual taxes abated by the County would be \$16,452.

It is recommended that assistance be provided through the issuance of pay-as-you-go notes issued by the participating jurisdictions. Under this scenario, ASV would pay their taxes, and semi-annual payments would be made by the City and/or County until the note is paid including 4.25% interest. The term of the abatement would be the lesser of the full payment of the note or 20 years.



### Next Steps

At the City Council and County Board meetings on January 23 and 24, a resolution will be considered to establish a public hearing related to the proposed tax abatement. If the Council and/or Board move choose to move forward, notices of public hearings will be published on February 1.

The Grand Rapids Economic Development Authority will review the request on February 9 and provide a recommendation for the Council to consider.

The Council could hold a public hearing on February 13, and the County Board could hold a public hearing on February 14 to consider the abatement request.

If the abatement is approved, the participating entities will enter into a Contract for Development with ASV, which will outline the terms of the assistance.

I plan to attend both of the public hearings to answer questions related to tax abatement and the requested assistance.

## Schedule of Events

### City of Grand Rapids and Itasca County, Minnesota

#### For the proposed tax abatement for the ASV development

**Draft as of January 12, 2023**

January 23, 2023	City Council meets at 5:00 PM and sets public hearing date for tax abatement for proposed ASV development. [Ehlers and attorney provide packet information January 18, 2023.]
January 24, 2023	Itasca County Board meets at 2:30 and sets public hearing date for tax abatement for proposed ASV development. [Ehlers and attorney provide packet information January 18, 2023.]
February 1, 2023	Publication of County hearing notice and map in the Grand Rapids Herald Review (at least 10 days but not more than 30 days prior to hearing). [Ehlers will submit notice and instructions. Publication deadline: January 27, 2023.]
	Publication of City hearing notice and map in the Grand Rapids Herald Review (at least 10 days but not more than 30 days prior to hearing). [Ehlers will submit notice and instructions. Publication deadline: January 27, 2023.]
February 9, 2023	GREDA Board meets to review and provide a recommendation regarding the proposed tax abatement for the ASV development. [Ehlers and attorney provide packet information February 3, 2023.]
February 13, 2023	City Council holds public hearing at 5:30 PM on the proposed tax abatement for the ASV development and considers a resolution and Terms Sheet / Agreement for providing tax abatement to the Project. [Ehlers and attorney provide packet information February 9, 2023.]
February 14, 2023	Itasca County Board meets at 2:30 PM and holds public hearing on the proposed tax abatement for the ASV development and considers a resolution and Terms Sheet / Agreement for providing tax abatement to the Project. [Ehlers and attorney provide packet information February 9, 2023.]



## CITY OF GRAND RAPIDS, MINNESOTA

## RESOLUTION NO. \_\_\_\_\_

**RESOLUTION CALLING A PUBLIC HEARING ON A  
PROPERTY TAX ABATEMENT FOR CERTAIN PROPERTY IN  
THE CITY OF GRAND RAPIDS, MINNESOTA, AND GRANTING  
CERTAIN BUSINESS SUBSIDIES TO ASV HOLDINGS, INC., OR  
ITS AFFILIATES**

WHEREAS, ASV Holdings, Inc., a Delaware corporation, or an affiliate thereof (the “Developer”), has proposed to acquire, improve, construct and equip an approximately 32,000 square foot expansion to their compact equipment production facility to be used for manufacturing including a new paint system (the “Project”) on real property (the “Property”) located in the City of Grand Rapids, Minnesota (the “City”); and

WHEREAS, the City is considering granting a property tax abatement of all or a portion of the City’s share of property taxes generated by improvements on the Property in a maximum amount of \$360,683 (consisting of principal in the amount of \$234,000 and interest at a rate of 4.75% per annum) in order to facilitate the Project (the “Abatement”), all pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815 (the “Abatement Act”); and

WHEREAS, in order to assist with the costs of the Project, the City applied for and received a grant in the amount \$350,000 (the “IRRR Grant”) from the Minnesota Department of Iron Range Resources and Rehabilitation (the “IRRR”); and

WHEREAS, the IRRR and the City entered into a State of Minnesota Grant Contract Agreement effective as of April 19, 2022 (the “IRRR Grant Agreement”) and the City intends to provide proceeds of the IRRR Grant to the Developer for eligible costs of the Project as described in the IRRR Grant Agreement; and

WHEREAS, the Abatement and the IRRR Grant provided to the Developer by the City to help finance the Project constitutes a business subsidy (together, the “Business Subsidy”) under Minnesota Statutes, Sections 116J.993 to 116J.995 (the “Business Subsidy Act”); and

WHEREAS, before the City may grant the Abatement under the Abatement Act or provide the Business Subsidy under the Business Subsidy Act, the City must conduct a duly noticed public hearing thereon; and

NOW, THEREFORE, BE IT RESOLVED by the City Council (the “City Council”) of the City of Grand Rapids, Minnesota that:

1. The City Administrator is authorized and directed to publish a notice in a newspaper of general circulation in the City setting a public hearing before the City Council on Monday, February 13, 2023, at or after 5:30 p.m. at City Hall on the Abatement and the Business Subsidy. The notice, attached as EXHIBIT A, shall be published in the newspaper at least ten (10) but not more than thirty (30) days prior to the public hearing, and shall be in substantially the form attached hereto.

2. The City Administrator is authorized and directed to take all other actions necessary to bring the Abatement and the Business Subsidy before the City Council at the time of the public hearing.

Approved by the City Council of the City of Grand Rapids, Minnesota this 23<sup>rd</sup> day of January, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**EXHIBIT A**

**NOTICE OF PUBLIC HEARING**

**TAX ABATEMENT AND BUSINESS SUBSIDY**

**CITY OF GRAND RAPIDS, MINNESOTA**

NOTICE IS HEREBY GIVEN that the City Council of the City of Grand Rapids, Minnesota (the “City”) will meet at or after 5:30 p.m. on Monday, February 13, 2023, in the City Council Chambers of City Hall, located at 420 North Pokegama Avenue in the City, to conduct a public hearing to consider granting a property tax abatement under Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (the “Abatement Act”), for all or a portion of the City’s share of property taxes for certain property located in the City (the “Property”) to be developed by ASV Holdings, Inc., a Delaware corporation, or an affiliate thereof or entity related thereto (the “Developer”). The Developer proposes to acquire, construct and equip an approximately 32,000 square foot expansion to its compact equipment production facility located on the Property to be used for manufacturing including a new paint system (the “Project”). In addition, the City intends to provide a grant to the Developer for the Project in the amount of \$350,000 (the “Grant”) from funds derived from a grant from the Minnesota Department of Iron Range Resources and Rehabilitation. The proposed abatement and the Grant constitute a business subsidy under Minnesota Statutes, Sections 116J.993 to 116J.995, as amended (the “Business Subsidy Act”).

The Property is located at 840 Lily Lane the City and is legally described as the following property identification numbers: 91-568-0220, 91-569-0110, 91-027-2401, 91-027-2105, 91-568-0210, 91-566-0305, 91-566-0310, 91-566-0315, 91-566-0320, 91-566-0325 and 91-566-0330. Following the public hearing, the City Council will consider a resolution granting an abatement of all or a portion of the City’s share of property taxes on the Property for a period of up to twenty years. The City estimates that the total amount of the abatements will be approximately \$360,683 (consisting of principal in the amount of \$234,000 and interest at a rate of 4.75% per annum).

A summary of the terms of the proposed business subsidy to be provided to the Developer to assist in developing the Project is available for inspection at City Hall during regular business hours.

Any person with a residence in the City or who is the owner of taxable property in the City may file a written complaint with the City if the City fails to comply with the Business Subsidy Act. No action may be filed against the City for the failure to comply unless a written complaint is filed. Any person wishing to express an opinion on the matters to be considered at the public hearing will be heard orally or in writing.

Dated: [Date of Publication]

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

/s/ Tom Pagel  
\_\_\_\_\_  
City Administrator  
City of Grand Rapids, Minnesota



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 1-23-2023

**AGENDA ITEM:** Consider approving the hazmat contract amendment between State of Minnesota and Grand Rapids Fire Department.

**PREPARED BY:** Travis Cole-Fire Chief

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### BACKGROUND:

The Grand Rapids Fire Department is one of 11 contracted hazmat teams throughout the State of MN. The City of Grand Rapids at a previous council meeting entered into a new contract to be one of the hazmat teams. The State of MN has sent an amended contract due to language being left out of the original.

### REQUESTED COUNCIL ACTION:

Make a motion to accept the contract amendments and authorize the proper signatures to execute the contract.



# State of Minnesota Contract Amendment 1

SWIFT Contract Number: **220246**

Contract Effective Date:	<u>11/01/2022</u>	Total Contract Amount:	<u>\$100,000.00</u>
Original Contract Expiration Date:	<u>06/30/2024</u>	Original Contract:	<u>\$100,000.00</u>
Current Contract Expiration Date:	<u>06/30/2024</u>	Previous Amendment(s) Total:	<u>\$ 0.00</u>
Requested Contract Expiration Date:	<u>N/A</u>	This Amendment:	<u>\$ 0.00</u>

This Amendment is by and between the **State of Minnesota**, acting through its Commissioner of Public Safety on behalf of the State Fire Marshal division ("State"), and the **City of Grand Rapids**, acting on behalf of its Fire Department ("Contractor"). The State and Contractor may be referred to jointly as "Parties."

## Recitals

1. The State has a contract with the Contractor identified as 220246 ("Original Contract") for Contractor to provide hazardous material (HAZMAT) response teams to assist local authorities by providing technical advice to local incident commanders and recommending mitigation actions necessary to protect life, property, and the environment.
2. The State needs to add two provisions to Clause 5.2, Payment.

Accordingly, the Parties agree as follows:

## Contract Amendment

In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1. Clause 5.2, **Payment**, is amended as follows:

### 5.2 Payment.

- (a) **Invoices.** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:
  - 1) **Contractor Compensation [Clauses 5.1(a) and 5.1(b)].** Contractor shall submit a completed Contractor Compensation Packet at least once every three months but not more frequently than once per month for reimbursement of costs identified in Clauses 5.1(a) and 5.1(b). Contractor shall submit a final invoice for the period commencing November 1, 2022, and ending June 20, 2023, no later than July 31, 2023. Contractor shall submit a final invoice for the period commencing July 1, 2023, and ending June 30, 2024, no later than July 31, 2024. The State will process properly completed Reimbursement Packets for compensation within thirty (30) days of receipt.
  - 2) **Emergency Response Reimbursement [Clause 5.1(d)].** Contractor shall submit a reimbursement claim form identifying reasonable and necessary expenses incurred during an actual emergency response, such claim form to be submitted to State no later than forty-five (45) days after the end of the response. The claim for reimbursement must be made on forms provided by the State and must



provide sufficient detail corresponding to each category identified in Clause 5.1(d). The State will process properly completed claim forms for reimbursement within thirty (30) days of receipt.

(b) **Retainage.** Under Minn. Stat. § 16C.08, subd. 2 (10), no more than 90 percent of the amount due under this Contract may be paid until the final product of this Contract has been reviewed by the State. The balance due will be paid when the State determines that the Contractor has satisfactorily fulfilled all the terms of this Contract.

(c) **Conditions of Payment.** All services delivered by the Contractor under this Contract must be performed to the State's satisfaction and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

**1. State Encumbrance Verification**  
*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05*

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

SWIFT PO Number: 3000083255

**2. Contractor: City of Grand Rapids**  
*The Contractor certifies that the appropriate person has executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.*

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**3. State: Department of Public Safety; State Fire Marshal Division**  
*With delegated authority*

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**4. Commissioner of Administration**  
*As delegated to the Office of State Procurement*

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 23, 2023

**AGENDA ITEM:** Consider approving Pierringer Release with Barbara Bunch

**PREPARED BY:** Kimberly Gibeau

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### BACKGROUND:

On November 14, 2022, Ms. Barbara Bunch fell at the intersection of NE 2<sup>nd</sup> Street and NE 3rd Avenue, causing injury to her knee. City staff have worked with Ms. Bunch and recommend the attached Pierringer Agreement for approval.

### REQUESTED COUNCIL ACTION:

Make a motion to approve Pierringer Agreement with Barbara Bunch and approve and release payment in the amount of \$1000.00.

## PIERRINGER RELEASE

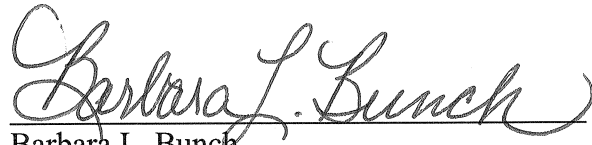
NOW, THEREFORE, for the sole consideration of the sum of \$1,000, Barbara L. Bunch as the Releasing Parties and the City of Grand Rapids, Minnesota as the Released Party in regards to the costs incurred by the releasing parties relating to slip and fall injury located at the intersection of NE 2<sup>nd</sup> street and NE 3<sup>rd</sup> Ave, in the City of Grand Rapids, MN on November 14, 2022 agree as follows:

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

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

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

Dated: January 18, 2023

  
Barbara L. Bunch

Dated: \_\_\_\_\_, 2023

**CITY OF GRAND RAPIDS, MN**

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

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 23, 2023

**AGENDA ITEM:** Consider approving Consulting Services Contract with Madden, Galanter Hansen, LLP, Attorneys at Law.

**PREPARED BY:** Kimberly Gibeau

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### BACKGROUND:

Madden Galanter Hansen, LLP, labor attorneys for the City of Grand Rapids, had an agreement that expired on December 31, 2022. The contract for 2023 is attached showing a \$10 per hour increase for services.

### REQUESTED COUNCIL ACTION:

Make a motion to approve contract with Madden Galanter Hansen, LLP for labor attorney services.

## CONSULTING SERVICES CONTRACT

This Agreement, by and between the City of Grand Rapids, hereinafter referred to as “City” and Madden Galanter Hansen, LLP, Attorneys at Law, 7760 France Avenue South, Suite 290, Bloomington, Minnesota 55435-5834, hereinafter referred to as “Consultant.”

### RECITALS

**WHEREAS**, the City is required under the Minnesota Public Employment Labor Relations Act (PELRA) to undertake the negotiations of contracts with employees represented by exclusive representatives (unions); and

**WHEREAS**, the City has determined that retaining a consultant to assist in its negotiations with the unions best fulfills its obligations with respect to labor negotiations.

**NOW, THEREFORE**, in consideration of the mutual undertakings and agreements contained within the Contract, the City and the Consultant agree as follows:

#### **A. Scope of Services**

1. Representation, with the labor negotiating team, in labor negotiations as chief management negotiator including:
  - a. Analysis of existing contract language and administration problems;
  - b. Preparation of management negotiations strategy;
  - c. Management spokesperson for “at the table” labor negotiations;
  - d. Preparation of management proposals and timely drafting of final labor bargaining agreement and finalization;
  - e. Pre-labor negotiation briefings, settlement summaries and appropriate status reports for the City Board information and action as necessary or as requested.
2. Management representation in grievance matters and counseling with management staff in initial grievance steps. Handling of grievance arbitrations.
3. Representation of the City in unit determination hearings.
4. Labor relations advice and personnel matters and data practices issues with the City on an ongoing basis.

**B. Consideration and Terms of Payment**

1. Consideration for all services performed shall be as follows:

Providing of labor negotiation services, travel and other labor relation services, other than arbitration, administrative hearing and litigation representation, billed in tenths of an hour at the rate of \$200.00 per hour. Arbitration and administrative hearing representation, if requested by the City, shall be at the rate of \$210.00 per hour. These rates are in effect through December 31, 2023.

2. Consultant will also be reimbursed for expenses, including mileage consistent with the amount set forth by the IRS per mile, photocopying charges at \$.15 per page, charges for facsimile transmissions at the rate of \$.50 per page, and reimbursement of long distance telephone charges.
3. The Consultant will submit invoices on a periodic basis to the City for payment for services performed. Payment shall be made within thirty days after receipt of invoices for services performed.

**C. Changes**

The City and Consultant may, from time to time, require changes in the terms of this Contract. Any such changes that are mutually agreed to by the parties shall be incorporated as written amendments to this Agreement and attached hereto.

**D. Duration**

The terms of this Agreement shall be applicable for a period commencing January 1, 2023 through December 31, 2023. The contract may also be terminated by either party after giving thirty days written notice.

**E. Independent Contractor**

It is agreed by the parties that at all times and for all purposes hereunder, that the Consultant is an independent contractor and not an employee of the City.

**F. Insurance**

The Consultant agrees it will defend, indemnify and hold harmless the City, its officers and employees against any and all liability, loss, costs, damages and expenses which the City, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts of omission of Consultant and out of Consultant's performance or failure to adequately perform its obligations pursuant to this Agreement.

The Consultant further agrees, in order to protect itself and the City under the indemnity provisions set forth above, the Consultant will maintain at all times general, professional,

and auto liability policies on an occurrence basis. All such policies shall provide limits not less than the tort liability limitations set forth in Minnesota Statutes Section 466.04. If applicable, the Consultant also agrees to maintain Workers Compensation insurance in the statutory amounts. Certificates of insurance showing the coverage listed here shall be during the term of this contract, have and keep in force liability insurance coverage provided to the City prior to the effective date of this contract. All policies shall provide that they shall not be canceled, materially changes, or not renewed without thirty days prior notice thereof to the City. This provision shall act as a condition subsequent; failure to abide by this provision shall be deemed as a substantial breach of contract.

**G. Data Practices**

The City shall disclose private and/or confidential data to Consultant as necessary for purposes of legal advice and consultation. Consultant agrees to abide by the applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, pertaining to privacy or confidentiality. Consultant understands that all of the data created, collected, received, stored, used, maintained or disseminated by the Consultant in performing those functions that the City would perform as a government entity, is subject to the requirements of Chapter 13 and the Consultant must comply with those requirements as if it were a government entity. This does not create a duty on the part of the Consultant to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.

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

**City of Grand Rapids**

Dated: \_\_\_\_\_

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

**Madden Galanter Hansen, LLP**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
 Susan K. Hansen  
 Its Partner



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

**AGENDA DATE:** January 23, 2023

**AGENDA ITEM:** Consider adopting a resolution approving updated City wide fee schedule and approve changes to the Data Practices Procedures

**PREPARED BY:** Kimberly Gibeau

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### BACKGROUND:

The City of Grand Rapids periodically reviews fee schedules and updates as necessary. City staff has completed this review and has adjusted fees listed for City Wide Fees as it pertains to copies, data requests, etc. The updated fee schedule is attached as Exhibit A to the resolution.

As many of these changes are directly related to the City's Data Practices Procedures, we have drafted changes to provide clarity in how the City processes and charges for data requests. The draft changes are attached for review.

### REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution approving updated City wide fee schedule and approve changes to the Data Practices Procedures.



Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 23 -

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

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

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

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

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

Adopted this 23<sup>rd</sup> day of January, 2023.

\_\_\_\_\_  
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.

# DEPARTMENTAL FEE SCHEDULE FOR CITY SERVICES

Effective Date: 01/23/2023

Item 10.

<b>CITY WIDE FEES</b>	
Photo copy – material provided by the person making request	\$1.00 1 <sup>st</sup> page - .10 cents each additional
Data Charges – Charges imposed on requests exceeding cost of \$20.00	
Hourly Rate (charged by ¼ hour)	\$20.00
911 Call Transcript	\$25.00/hour
Physical Copies - up to 100 pages	\$0.25/page
Physical Copies - 101 pages or more	\$0.10/page
CD/DVD	\$5.00/disk
Flash Drive (4-8GB)	\$10.00
Flash Drive (16-32GB)	\$15.00
Notary Service	\$1.00
Certification Service	\$5.00/instance
3.5" x 5" Photo Prints	\$10.00 base plus \$0.25/photo
8" x 12" Photo Prints	\$10.00 base plus \$0.25/photo
<b>ADMINISTRATION DEPARTMENT</b>	
Amusements (theatre)	\$75.00 per screen per year
Circus	\$75.00 event
Fortune Telling	\$35.00 per day
<b>Intoxicating Liquor</b>	
<b>Consumption and Display</b>	
Bottle Club	\$500.00 per year
Public Place	\$100.00 per year
<b>Private On-Sale</b>	
Investigation Fee	\$150.00
Annual License Fee	\$2,500.00
Annual On-Sale Wine	\$550.00
Sunday On-Sale	\$200.00
Limited Season On-Sale	\$100.00 For licensees with service of less than thirty (30) days in a seasonal period less than six (6) months in duration.
<b>Club On-Sale</b>	
Club with under 200 members	\$300.00
201- 500 members	\$500.00
501- 1,000 members	\$650.00
1,001 – 2,000 members	\$800.00
More than 2,000	\$1,000.00
Sunday On-Sale	\$150.00

Private Off-Sale	\$150.00	Item 10.
Temporary On-Sale	\$20.00	
<b>Convention Facilities On-Sale</b>		
City issued on-sale license	\$25.00	
Adjacent municipality	\$100.00	
<b>Non-intoxicating malt liquor 3.2</b>		
Annual on-sale	\$275.00	
Annual off-sale	\$100.00	
Temporary on-sale	\$25.00	
Rollerskating License	\$200.00 per year or fraction thereof	
<b>Brewer Taprooms/Brewpubs</b>		
Taproom/Brewpub Annual On-Sale	\$350.00 includes Sunday sales	
Brewer Annual Off-sale (Growlers)	\$200.00	
Synthetic Drug Establishments	\$600.00 annually	
Sidewalk Café	\$25.00	
Taxicabs	\$25.00 each vehicle	
Fireworks	350.00 – tents, etc.) 100.00 – retail buildings (in store)	
Peddlers, Solicitors and Transient Merchant (Resolution No. 06-110)	\$150.00 per year	
Permit to keep Chickens	\$20.00 per year	
<b>CENTRAL SCHOOL BUILDING</b>		
<b>Monthly Rental Fees</b>		
Garden Level	\$11.02 *	
1 <sup>st</sup> Floor	\$11.97 *	
2 <sup>nd</sup> Floor	\$11.49 *	
3 <sup>rd</sup> Floor	\$ 8.58 *	
<b>CIVIC CENTER</b>		
Icetime	\$115.00 per hour – non prime	
	\$168.00 per hour – prime	
	\$200.00 per hour – tournament/competition	
	\$75.00 per hour – Miner's Pavilion (non-GRAHA)	
Dryfloor space East Venue	\$700.00 per day – receptions/parties	
	\$1,300.00 per day - commercial	
	\$1,850.00 – Wedding Receptions	
West Venue	\$600.00 per day – receptions/parties	
	\$1,200.00 per day – commercial	
Miner's Pavilion	\$20.00 per hour – sports	
	\$100.00 half day event	
	\$200.00 full day event	

Lobby space	\$30.00 per hour (minimum 2 hours)	Item 10.
Tables	\$9.00 each	
Chairs	\$1.00 each	
Linens	TBD	
Staging	\$20.00 per 4' x 8' section	
Skate Sharpening	\$5.00	
Public Skating	\$2.00 children & seniors	
	\$3.00 adults	
Open Hockey	\$7.00	
Wall Advertising	\$600.00 per year	
In-Ice Advertising	\$1,250.00 per year	
Resurfacers Advertising	\$300 - \$1,500.00 per year	
Dasher Advertising	\$800.00 per year for 1, \$1,200.00 per year for 2	
Scoreboard Advertising	\$700.00 per year	
Banner Advertising	\$750.00 per year	
Wall Sign & 1 Dasher	\$1,200.00 per year	
Wall Sign & 2 Dashers	\$1,600.00 per year	
<b>COMMUNITY DEVELOPMENT</b>		
Building Permits		
\$1.00 - \$500.00	\$23.50 *	
\$501.00 - \$2,000.00	\$23.75 * for the first \$500.00 plus \$3.50 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	
\$2,001.00 - \$25,000.00	\$70.00 * for the first \$2,000.00 plus \$14.20* for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00	
\$25,001.00 to \$50,000.00	\$391.65* for the first \$25,000.00 plus \$10.20* for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	
\$50,001.00 to \$100,000.00	\$650.20* for the first \$50,000.00 plus \$7.10* for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	
\$100,001.00 to \$500,000.00	\$1,003.70* for the first \$100,000.00 plus \$5.66* for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00	
\$500,001.00 to \$1,000,000.00	\$3,266.10* for the first \$500,000.00 plus \$4.80* for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	
\$1,000,001.00 and up	\$5,664.85* for the first \$1,000,000.00 plus \$3.18* for each additional \$1,000.00 or fraction thereof	
	Projects valued at greater than \$5,000,000.00 the City may, at its own discretion, negotiate this component of the building permit fee with the project owner/developer.	
Annual building Permit (as per MN Rule 1300.0120, Subparts 2 and 3)	\$505.00*	56

Plan Review Fee	65% of the Permit fee				Item 10.
Plan Review Fee (Similar Plans)	25% of the Permit fee				
State Surcharge	(As per MN Statute 16B.70)				
<b>Other Inspections and Fees:</b>					
1. Outside of normal business hours	\$55.55/hour*				
2. Re-inspection fees	\$55.55/hour*				
3. Inspections for which no fee is specifically indicated	\$55.55/hour*				
4. Additional plan review required by changes, additions, or revisions to plans	\$55.55/hour*				
5. Investigation Fee	\$55.55/hour*				
6. Work commencing without building permit.	Investigative Fee/Double building permit fee. (as per MN Rule 1300.0160, Subpart 8).				
7. For use of outside consultants for plan checking and inspections or both.	Actual costs, including administrative and overhead				
8. Investigating and resolving Property Maintenance Code violations	\$55.55/hour*				
<b>Flat fees for small Residential projects</b>	<b>Base Permit Fee</b>	<b>Plan Check Fee</b>	<b>State Surcharge Fee</b>	<b>Total Fee</b>	
Re-roofing	\$60.00		\$1.00	\$61.00	
Garage Door	\$40.00		\$1.00	\$41.00	
Siding Replacement	\$60.00		\$1.00	\$61.00	
All Regulated Signs-requiring structural review.	\$57.88	\$37.62	\$1.00	\$96.50	
Detached Steps/Deck over 30" high (non-enclosed)	\$40.30	\$26.20	\$1.00	\$67.50	
Attached Steps/Deck (non-enclosed)	\$79.70	\$51.80	\$1.00	\$132.50	
Covered porch (non-enclosed)	\$113.03	\$73.47	\$1.00	\$186.50	
Fence over 6 feet in height	\$57.88	\$37.62	\$1.00	\$96.50	
Retaining Wall -Over 4 feet in height	\$57.88	\$37.62	\$1.00	\$67.50	
Egress Windows (new)	\$40.30	\$26.20	\$1.00	\$67.50	
Residential Window replacement	\$60.00		\$1.00	\$61.00	
Furnace-Replacement	\$40.30	\$26.20	\$1.00	\$67.50	
Water Heater/Softener	\$40.30	\$26.20	\$1.00	\$67.50	
Replace sink, toilet, faucet, tub (minor repairs)	\$14.50		\$1.00	\$15.50	
Residential & Commercial Demolitions	\$40.00*		\$1.00	\$41.00	
Fireplaces -& free standing stoves (Gas or Wood)	\$54.85*	\$35.65	\$1.00	\$91.50	
Emergency Number Sign	\$75.00 each				
Comprehensive Plan	\$15.15* each				
Comprehensive Plan Appendix	\$25.25* each				
Zoning Letter	\$35.35* each				
Zoning Map	\$15.15*each				

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Zoning Ordinance	\$30.30* each	Item 10.
Subdivision Ordinance	\$5.05* each	
Zoning Permit (Residential)	\$55.55*	
Zoning Permit (Commercial)	\$65.65*/hour (actual cost)	
Fill Permit	\$75.75*	
Sign permit (for signs not requiring structural review)	\$55.55*	
Conditional Use Permit	\$505.00*	
Conditional Use Permit-General Sales and Service with a building footprint greater than 70,000 s.f. (Res. 07-35)	Total Actual Cost Incurred by the City (\$3,500 deposit required via escrow agreement)	
Environmental Assessment Worksheet preparation, review and processing	Total Actual Cost Incurred by the City (\$10,000 deposit required via escrow agreement)	
Subdivision	\$2,525.00*	
Minor Subdivision (Res: 13-71)	\$1,200.00	
Payment in Lieu of Commercial Land Dedication	\$135.00 per Worker	
Planned Unit Development	\$2,525.00*	
Rezoning or zoning Text Amendment	\$505.00*	
Variance	\$252.50*	
Right-of-Way/Easement	\$505.00*	

<b>Rental Permit Fees (Annually)</b>		Item 10.
1 unit residential	\$100.00	
Duplex residential (2 units)	\$150.00	
<b>Multi-Unit Residential Buildings</b>		
3 – 6 units	\$200.00/building	
7 – 10 units	\$300.00/building	
11 – 12 units	\$360.00/building	
13 – 24 units	\$500.00/building	
25 units & up	\$700.00/building	
<b>Other fees charged when incurred:</b>		
Re-inspection fee for 3 <sup>rd</sup> and each additional inspection require for compliance	\$100.00/each	
Complaint-based inspection (with validated violation)	\$100.00/each	
Late Rental Registration Penalty	\$100.00/each	
Reinstatement Fee of Suspended Rental License	\$500.00/each	
First-time Rental Registration Fee (Rental Initiation Fee)	\$400.00/each	<i>Not including first year registration.</i>
Failure to Transfer Ownership of Penalty	\$100.00/each	
Operating without a License Penalty	\$500.00/each	
Appeal (Rate applies to each structure involved in the appeal.)	\$200.00/each	
Failure to Designate a Local Manager	\$100.00/each	
<b>ENGINEERING DEPARTMENT</b>		
Right of Way Improvement permit	\$50.00	
After-the-Fact ROW Permit	Two times original permit fee	
<b>Small Wireless Facility Fees</b>		
Permit Application Fee	\$1,000/unit (new structure); \$500 (existing structure)	
Co-location Rent	\$175.00 per year per site	
Monthly Fee for Electrical Service per radio node less than or equal to 100 max watts	\$73.00 per radio node	
Monthly Fee for Electrical Service per radio node over 100 max watts	\$182.00 per radio node	
<b>Stormwater Permit Application</b>		
Residential	\$25.00	
Commercial/Industrial (0 ac – 1 ac)	\$100.00	
Commercial/Industrial (1 ac – 3+ ac)	\$175.00	
Commercial/Industrial (3+ ac)	\$300.00	
<b>Stormwater Pollution Prevention Deposit</b>		
Residential	\$500.00	
Commercial/Industrial	\$1,000.00/\$100,000 or project cost	

Stormwater Utility Rates	As of 5/1/2020	As of 1/1/2021	As of	Item 10.
	1/1/2022			
Single-Family	\$8.00	\$8.50	\$8.75	
Multi-Family	\$29.24	\$31.07	\$31.98	
Commercial	\$44.78	\$47.58	\$48.98	
Industrial	\$44.78	\$47.58	\$48.98	
Institutional	\$39.72	\$42.20	\$43.44	
City Map	\$10.00			
<b>Prints:</b>				
24/24	\$3.50 each			
24/36	\$5.00 each			
36x48	\$10.00			



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

	\$7.50 (Adults)	Item 10.
Softball Fields	\$5.00 per game for tournaments or user fees ***	
Baseball Fields	\$25.00 per hour or user fees ***	
Soccer Fields	User fees ***	
Recreation programs	0 - \$60.00 dependent on programs	
Pool Rental	\$7.75 - \$45.00 per hour	
Family Activity Pass	\$35.00	
Softball Field Advertising	\$150.00	
*** Participants of private organizations (such as Northwoods Soccer) pay \$5.00 per player per year to use our fields. Adults pay \$15.00 per player.		
<b>POLICE DEPARTMENT</b>		
Pound Fee	\$10.00/day	
<b>Disposal of Animals:</b>		
Dog	100% of Vet Charges	
Cat	100% of Vet Charges	
Vehicle Tow Fees	Rate charged by towing company to the City.	
Funeral Escort	\$50.00	
CBD Parking Permits	\$25.00 annually	
Golf Cart Permit Fee	\$25.00 annually	
False Alarm	N/C 1 <sup>st</sup> through 3 <sup>rd</sup> false alarm \$50.00 4 <sup>th</sup> false alarm \$75.00 5 <sup>th</sup> false alarm \$100.00 6 <sup>th</sup> false alarm \$125.00 7 <sup>th</sup> false alarm \$150.00 8 <sup>th</sup> false alarm \$175.00 9 <sup>th</sup> false alarm \$500.00 10 <sup>th</sup> false alarm \$500.00 all calls after 10 <sup>th</sup>	
<b>POLICE ADMINISTRATIVE PENALTIES</b>		
Alcohol – Consuming Alcohol in unauthorized places	\$60.00	
<b>Animals:</b>		
Vicious animal	\$50.00	
All other animal violations	\$25.00	
Registration of a Dangerous Dog (Res. 06-61)	\$500.00	

<b>Fireworks:</b>		Item 10.
Illegal Use, Possession	\$250.00	
<b>Miscellaneous:</b>		
Curfew	\$25.00	
Failure to apply for license	\$100.00	
Golf cart and all terrain vehicle violations	\$60.00	
Illegal dumping	\$50.00	
Noise complaints	\$50.00	
Noise complaints second violation in 12 months	\$100.00	
Park ordinance violations	\$25.00	
Public nuisance	\$100.00	
Snowmobile Violations	\$60.00	
Skateboard violations	\$40.00	
Trespassing	\$50.00	
Display for sale vehicles (Ord. 23.7-D1)	\$50.00	
<b>Parking:</b>		
Fire Lane	\$50.00	
Blocking Fire Hydrant	\$50.00	
Overtime	\$10.00 or \$15.00 if not paid within 5 days	
Winter Parking Violation	\$15.00 or \$25.00 if not paid within 5 days	
Alley Parking	\$15.00 or \$25.00 if not paid within 5 days	
Over 24 hours (Subject to tow)	\$15.00 or \$25.00 if not paid within 5 days	
No Parking Zone	\$15.00 or \$25.00 if not paid within 5 days	
No Parking 2 – 6 AM	\$15.00 or \$25.00 if not paid within 5 days	
Other:	\$15.00 or \$25.00 if not paid within 5 days	
<b>Traffic:</b>		
Exhibition Driving	\$100.00	
<b>Speed (1-10 mph over posted limit)</b>	<b>\$60.00*</b>	(as required by State Statute 5-21-09)
<b>Stop Signs</b>	<b>\$60.00*</b>	(as required by State Statute 5-21-09)
<b>Unreasonable Acceleration</b>	<b>\$60.00*</b>	(as required by State Statute 5-21-09)
<b>Mufflers 169.69 (Add)</b>	<b>\$60.00*</b>	(as allowed by State Statute 5-21-09)
<b>Hitching 169.46 (Add)</b>	<b>\$60.00*</b>	(as allowed by State Statute 5-21-09)
<b>Citation Hearing Fee</b>	<b>\$30.00</b>	

<b>Weapons:</b>		Item 10.
Discharge of Display of Pellet/Guns	\$50.00	
<b>PUBLIC WORKS</b>		
Equipment Hourly rates: **		
Pickups	\$25.00	
Trucks / Plows	\$45.00	
Heavy equipment	\$80.00	
Mowing Equipment	\$25.00	
Chipper, compressor, steamer	\$25.00	
Lawn movers/weed eaters	\$15.00	
Ice Resurfacer (Zamboni)	\$175.00	
Materials: **		
Cold Mix	\$130.00/ton	
Sand	\$15.00/yard	
Straight Salt	\$75.00/yard	
Treated Salt	\$90.00/yard	
Paint	\$13.37/gal.	
Magnesium Chloride	\$1.50/gal.	
Mailbox installation	\$275.00 (includes post and mailbox)	
** Rates apply to contract services provided for Intergovernmental agencies such as Itasca County, MNDOT, ICC, School District 318, and the DNR. Hourly wage and benefits to be included in addition to listed hourly equipment rates. The only exception is the fee for the ice resurfacer		

## City of Grand Rapids Data Access Procedures

### ***Introduction***

These procedures are adopted to comply with the requirements of the Minnesota Government Data Practices Act (the “Act”), specifically MN stat. Sec. 13.03, Subd. 2 and 13.05, Subd. 5 and 8.

The Minnesota Data Practices Act establishes a system for compilation and distribution of data gathered by government agencies. All data collected and maintained by the City of Grand Rapids (“City”) are presumed public and are accessible to the public for both inspection and copying, unless classified as Private, Confidential, Nonpublic or Protected Nonpublic in accordance with federal law, state statute or a temporary classification.

### ***Required Officials***

#### **Responsible Authority**

The person designated by the City Council as the Responsible Authority is Kimberly Gibeau, City Clerk. The Responsible Authority is responsible for collection, use, and dissemination of any set of data. The Responsible Authority has designated certain other City employees to assist in complying with the Act. These designees are as follows:

- Police Chief for police records
- IT Systems Administrator for electronic data storage
- City Clerk for official records

Other positions responsible for maintenance of City records are as apparent or assigned.

#### **Compliance Officer**

The person designated by the Responsible Authority as the Compliance Officer is Tom Pagel, City Administrator. This is to whom questions regarding problems in obtaining access to data may be directed.

## Categories of Data

All government data falls into one of three categories:

Data on Individuals	Data on Decedents	Data not on Individuals	Meaning of Classification
Public <i>MS §13.02, subd. 15</i>	Public <i>MS §13.02, subd. 15</i>	Public <i>MS §13.02, subd. 4</i>	Available to anyone for any reason
Private <i>MS §13.02, subd. 12</i>	Private <i>MS §13.10, subd. 1B</i>	Nonpublic <i>MS §13.02, subd. 9</i>	Available only to the data subject and to anyone authorized by the data subject or by law to see it
Confidential <i>MS §13.02, subd. 3</i>	Confidential <i>MS §13.10, subd. 1A</i>	Protected Nonpublic <i>MS §13.02, subd. 13</i>	Not available to the public or to the data subject

Before responding to any request, the Responsible Authority must determine the classification in which the requested data falls by consulting the Act or the appropriate statute. Requests for data determined not to be public, must be approved by the Responsible Authority.

## Access to Data

All requests to examine data and for copies, can be oral or in writing. Depending upon the complexity of the request and/or data, the City may require that the request be in writing. All requests to see or copy private or confidential information must be in writing on a *City of Grand Rapids Data Request Form*. See Exhibit A, Data Request Form. Requests for government data shall be made to the Responsible Authority or her/his designee. Data requests may be submitted by mail addressed to: City of Grand Rapids, Administration Department, 420 North Pokegama Ave, Grand Rapids, MN 55744. Mailed requests will be treated as made on the date the request is received. A mailed request must be signed and notarized if the requested data is not public and the requestor wishes to have copies mailed without appearing in person to verify identity. Payment for the cost of mailing and cost of copies is to be made by the requestor prior to mailing of the copies.

All requests to inspect data will be limited to normal business hours of the City.

Employees and the requesting public should be aware that government records are maintained by certain functional classifications depending upon the purpose and use of the data. Staff will make an effort to facilitate the identification of the appropriate records, but their collection for review may go beyond their normal scope of work. If a request for public information is of such a nature or volume as to go beyond the reasonable scope of work, the Responsible Authority may determine the earliest possible date for production. The requestor has the **option** of calling to check on availability or of leaving a telephone number to be called with information on availability.

Examination of private or non-public government data is available without charge to:

- the subject of the data,
- a parent of a juvenile data subject unless the juvenile requests this denial or evidence is presented, such as state law, court order, or other legally binding document, which prohibits this right,
- persons with the City whose work assignment reasonably requires access,
- agencies authorized by state or federal law; and
- agencies or individuals who have the express written consent of the subject of the data. This consent must be on the form attached as Exhibit B, or a form reasonably similar.

In the instance when request for private data on an individual is made by a person with an informed consent for release, the identity of the requestor will be verified, the release will be reviewed to determine that the form complies with the requirements of MN Statue 13.05, Subd 4(d) and the data subject may be contacted to verify that informed consent was given.

Any person may request from the Responsible Authority or designee an explanation of the factual content and meaning of the data which has been received or inspected. Employees are not able to interpret policy decisions of legislative bodies. They may only provide minutes, resolutions and other factual documentation of such decisions.

### ***Juvenile Records***

A parent has the right to sign a consent for release of data concerning the parent's minor child. A minor child who has sufficient mental capacity to make a decision which reflects an appreciation of the consequences may give informed consent by signing a consent for release of data concerning the minor child without a parent's signature.

The following applies to *private* (not confidential) data about people under the age of 18.

- **Parental Access.** In addition to the people listed above who may have access to private data, a parent may have access to private information about a juvenile data subject. The parent is presumed to have this right unless the Responsible Authority or designee has been given evidence that there is a state law, court order, or other legally binding document which prohibits this right.
- **Notice to Juvenile.** Before requesting private data from juveniles, city personnel must notify the juveniles that they may request that the information not be given to their parent(s). This notice should be in the form attached as Exhibit C.
- **Denial of Parental Access.** The Responsible Authority or designee may deny parental access to private data when the juvenile requests this denial and the Responsible Authority or designee determines that withholding the data would be in the best interest of the juvenile. In determining the best interest of the juvenile, the Responsible Authority or designee will consider:
  - Whether the juvenile is of sufficient age and maturity to explain the reasons and understand the consequences,
  - Whether denying access may protect the juvenile from physical or emotional harm
  - Whether there is reasonable grounds to support the juvenile's reasons, and

- Whether the data concerns medical, dental, or other health services provided under MN statutes §144.341 to 144.347. If so, the data may be released only if failure to inform the parent would seriously jeopardize the health of the minor.

The Responsible Authority or designee may also deny parental access without a request from the juvenile under MN Statutes §144.335.

## **Summary Data**

Summary data is statistical records and reports derived from data on individuals but which does not identify an individual by name or any other characteristics that could uniquely identify an individual. Summary data derived from private or confidential data is public. The Responsible Authority or designee will prepare summary data upon request, if the request is in writing and the requesting party pays for the cost of preparation. The Responsible Authority or designee must notify the requesting party about the estimated costs and collect those costs before preparing or supplying the summary data. This should be done within 10 days after receiving the request. If the summary data cannot be prepared within 10 days, the Responsible Authority must notify the requestor of the anticipated time schedule and reasons for the delay.

Pursuant to MN statute §13.05, subd. 7, the Responsible Authority may ask an outside agency or person to prepare the summary data if (1) the specific purpose is given in writing, (2) the agency or person agrees not to disclose the private or confidential data, and (3) the Responsible Authority determines that access by this outside agency or person will not compromise the privacy of the private and confidential data. If requested summary data cannot be provided without compromising not public data, the requestor will be informed in writing of the reason for denial of the request.

## **Fees**

In general, individuals have the right to look at any public data at no charge. Fees may be charged only if the requesting person asks for a copy or electronic transmittal of the data, which can be reviewed by the requester prior to deciding if copies are necessary. Fees will be charged according to the City's standard fee schedule. All reasonable effort will be made to determine the actual costs of searching for, retrieving, copying and, where applicable, certifying the data. The City will not charge any fee that is more than the demonstrated cost of allowable expenses.

Multiple Smaller Requests: The City will only charge for requests that exceed \$20.00. The City may consider multiple requests by an individual or organization within 60 days as a single request.

Individuals requesting data about themselves: The City may only charge for actual cost of an employee to make paper copies or print copies of electronically stored data and not for time spent searching and retrieving that data.

Media or other government requests: Requests made by the media or other government agencies will generally not be assessed a fee, unless the request requires the data to be reformatted in a manner other than the way the City maintains it.



Data Charges may include:

- Cost of media (Paper, CD ROMS, DVDs, Flash Drives, etc.)
- Mailing Costs
- Employee time to prepare media (see standard hourly rate)
- Costs of reproduction that cannot be done by the entity, such as photographs, oversized materials, etc.
- Employee time to search for and retrieve the data (this charge does not apply if you are the subject of the data.)

Requester will not be charged for:

- Employee time to redact or separate from not public data
- Operating expenses of office equipment
- Costs not related to preparing media, such as generating invoices or cover sheets
- Sales tax
- Accounting functions
- Costs related to the inspection of data

The following laws govern charges of the City specific to Data Access:

- Minnesota Statutes 13.03
- Minnesota Rules, 1205.0300, Subpart 4

***Rights of Data Subjects***

An individual asked to supply private or confidential data concerning him/her will be given a *Tennessee* warning which will inform them of:

- the purpose and intended use of the requested data,
- whether h/she may refuse or is legally required to supply the requested data,
- any known consequences from supplying or refusing to supply the information, and
- the identity of other persons or entities authorized by state or federal law to receive the data.

A Tennessean warning is not required when an individual is requested to supply investigative data to a law enforcement officer. A Tennessean warning may be on a separate form or may be incorporated into the form which requests the private or confidential data.

## ***Data Protection***

### **A. Accuracy and Currency of Data**

- All employees will be requested to provide updated personal information to the appropriate supervisor, which is necessary for tax, insurance, emergency notifications, and other personnel purposes. Other people who provide confidential information will also be encouraged to provide updated information when appropriate.
- All records must be disposed of according to the City's records retention schedule.

### **B. Data Safeguards**

- Private and confidential information will be stored in files or databases which are not readily accessible to individuals who do not have authorized access and which will be secured during hours when the offices are closed.
  - Private and confidential data must be kept only in City offices, except when necessary for City business.
  - Only those employees whose job responsibilities require them to have access will be allowed access to files and records that contain private and confidential information. These employees will be instructed to:
    - not discuss, disclose or otherwise release private or confidential data to City employees whose jobs responsibilities do not require access to the data,
    - not leave private or confidential data where non-authorized individuals might see it, and
    - shred private or confidential data before discarding, or dispose through confidential locked recycling.
- \* When a contract with an outside party requires access to private or confidential information, the contracting party will be required to use and disseminate the information consistent with the Act.

## ***Challenge to Data Accuracy***

An individual who is the subject of public or private data may contest the accuracy or completeness of that data maintained by the City. The individual must notify the City's Responsible Authority in writing describing the nature of the disagreement. Within 30 days,

the Responsible Authority or designee must respond and either (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual, or (2) notify the individual that it is believed that the data is correct.

An individual who is dissatisfied with the responsible authority's action may appeal to the Commissioner of the Minnesota Department of Administration, using the contested case procedures under MN Statutes Chapter 14. The Responsible Authority will correct any data if so ordered by the Commissioner.

### ***Denial of Access***

If the Responsible Authority or designee determines that the requested data is not accessible to the requesting party, the Responsible Authority or designee must inform the requesting party orally at the time of the request or in writing as soon after that as possible. The Responsible Authority or designee must give the specific legal authority including statutory section, for withholding the data. The Responsible Authority or designee must place an oral denial in writing upon request. This must also include the specific legal authority for the denial.

Exhibit A

## City of Grand Rapids Data Request Form

**A. Completed by the requestor.** If applicable, also attach copy of consent for release of data.

Requestor Name:(required if requesting not public data)	Date of Request:
Address:(optional for notification/mailling purposes)	Phone Number:(optional, for notification purposes)
Description of the information requested: (attach additional sheets if necessary)	

**B. Signature:** If form is mailed and includes a request for data that is not public, sign this form and have your signature notarized.

Signed:
Acknowledged before me this _____ day of _____, 20____.
_____ <b>NOTARY PUBLIC</b>

**C. Completed by Department**

Department Name:	Handled by:
<b>Information Classified as:</b> <input type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Confidential <input type="checkbox"/> Non-public <input type="checkbox"/> Protected non-public	<b>Action:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Approved in part (Explain below) <input type="checkbox"/> Denied (Explain below)
Remarks or basis for denial including statue section:	
<b>Charges:</b> <input type="checkbox"/> None <input type="checkbox"/> Photocopy _____ Pages X _____ cents = _____ <input type="checkbox"/> Special Rate: _____ (attach explanation) <input type="checkbox"/> Other: _____ (attach explanation)	<b>Identity verified for Private information:</b> <input type="checkbox"/> Identification: Driver's license, state ID, etc. <input type="checkbox"/> Comparison with signature on file <input type="checkbox"/> Personal knowledge <input type="checkbox"/> Other: _____
Authorized Signature:	Date:

Exhibit B

## CONSENT TO RELEASE PRIVATE DATA

I, \_\_\_\_\_, authorize the City of Grand Rapids to release and provide copies the following private data about me:

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to the following person or people:

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The person or people receiving the private data may use it only for the following purpose or purposes:

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This authorization is dated \_\_\_\_\_ and expires on \_\_\_\_\_

The expiration cannot exceed one year from the date of the authorization, except in the case of authorizations given in connection with applications for life insurance or non-cancelable or guaranteed renewable health insurance and identified as such, two years after the date of the policy.

**I understand that information about me is protected under the Minnesota Government Data Practices Act, M.S. Chapter 13, and cannot be disclosed without my written consent unless otherwise provided for by state or federal law. I also understand that I may revoke this consent at any time and that this consent expires as specified, or if not specified, within one year of the date of my signature below.**

Signature: \_\_\_\_\_

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

IDENTITY VERIFIED BY:

- ☐ Witness: X \_\_\_\_\_
- ☐ Identification: Driver's License, State ID, Passport, other: \_\_\_\_\_
- ☐ Comparison with signature on file
- ☐ Other: \_\_\_\_\_

Exhibit C

## Notice to Persons Under Age 18

Some of the information you are asked to provide is classified as private under state law. You have the right to request that some or all of the information not be given to one or both of your parents/legal guardians. Please complete the form below if you wish to have information withheld.

Your request does not automatically mean that the information will be withheld. State law requires the City to determine if honoring the request would be in your best interest. The City is required to consider:

- Whether you are of sufficient age and maturity to explain the reasons and understand the consequences,
- Whether denying access may protect you from physical or emotional harm,
- Whether there is reasonable grounds to support your reasons, and
- Whether the data concern medical, dental, or other health service provided under Minnesota Statutes Sections 144.341 to 144.347. If so, the data may be released only if failure to inform the parent would seriously jeopardize your health.

NOTICE GIVEN TO: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

(NAME)

(TITLE)

### REQUEST TO WITHHOLD INFORMATION

I request that the following information: \_\_\_\_\_

Be withheld from: \_\_\_\_\_

For these reasons: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 1-23-2023

**AGENDA ITEM:** Consider approving revised Grand Rapids Fire Department Organizational and Operating Policies and Procedures with an effective date of January 1, 2023

**PREPARED BY:** Travis Cole

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### BACKGROUND:

The Grand Rapids Fire Department has reviewed the department Organizational and Operating Policies and Procedures and has found areas that need updating. Most of the changes involve fixing spelling and grammar corrections as well as updating/deleting information due to operating out of our new fire hall and removing language involving our old north and south hall (airport hall). We have also updated the fire relief bylaws with the most current version. We have also clarified, changed, and set guidelines that determine fire service credit for percentage requirements. This requirement to be a member in good standing requires 50% attendance for the calendar year now instead of just one of the 6-month periods for the year. This service credit is what dictates who receives credit for a firefighters relief pension. This change was discussed at regular fire meetings and group voted in favor of moving forward with this change.

### REQUESTED COUNCIL ACTION:

Make a motion to approve revised Grand Rapids Fire Department Organizational and Operating Policies and Procedures effective as of January 1, 2023.



**GRAND RAPIDS  
FIRE DEPARTMENT**

**ORGANIZATIONAL  
AND  
OPERATING  
POLICIES AND PROCEDURES**

APPROVED BY CITY COUNCIL:  
~~April 26, 2010~~ January 23, 2023

~~January 10~~

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### **MISSION STATEMENT**

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

## SECTION 100

### **GRAND RAPIDS FIRE DEPARTMENT ORGANIZATIONAL STATEMENT**

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

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

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

#### **Requirements for Service Credit**

Service credit is determined on an annual basis. Firefighters earn service credit by attending 50% or more of dispatched fire calls, drills including

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hazmat, and meetings during a calendar year. Missed activities occurring during the regular work hours of a Firefighter's primary job are not included in the percentage calculation. A fire fighter who retires with a partial year shall be at or above 50% at time of retirement to member in good standing.

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

July 1 – Firefighters with an attendance percentage less than 50% will receive a verbal warning and reminder of the service credit requirements.

End of the year – Firefighters with an attendance percentage less than 50% will receive a written warning and lose a year of service credit.

Firefighters who lose a year of service credit are placed on probation and must have an attendance percentage of 50% or greater on July 1 and the end of the year to avoid termination.

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

## SECTION 101

### QUALIFICATIONS FOR EMPLOYMENT

#### New Members

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

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

### Calculation of Travel Time

The travel time of a member will be calculated as:

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION 102

### EMPLOYEE TRAINING REQUIREMENTS

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

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

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

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

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

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

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

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

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

.

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

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



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

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

## SECTION 103

### **STANDBY REQUIREMENTS**

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

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

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

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

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

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

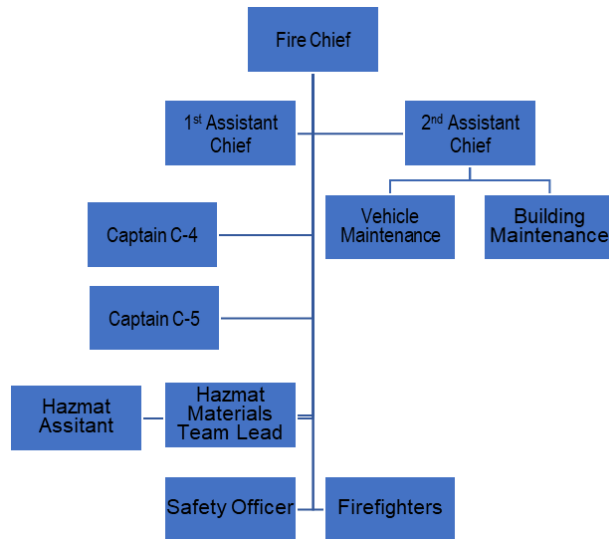
On standby weekends all members will report to the Main Fire Station.

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

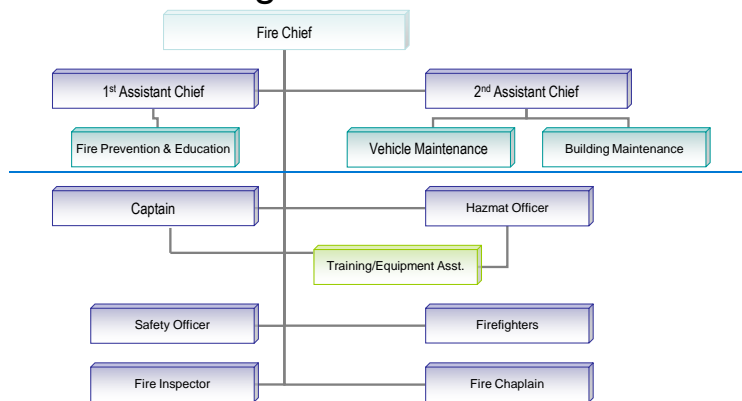
Disciplinary action will be taken for not adhering to standby requirements.

Disciplinary action will be taken for missed standby.

## SECTION 104

OFFICER AND NON-OFFICER POSITIONS

## Grand Rapids Fire Department Organization Chart



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

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

#### Other Positions

Maintenance Position

Janitorial Position

Firefighter

~~Fire Chaplain~~

Hazmat Assistant

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

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

## **SECTION 105**

### **GENERAL EMPLOYEE MEETING SCHEDULE**

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

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

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

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

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

## SECTION 106

### **CONDUCT OF FIREFIGHTERS**

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

#### Chain of Command

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

#### **106.1 – Social Media Policy**

##### **PURPOSE**

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

##### **PROCEDURE**

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

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

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

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

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

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

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

H. Personal use of department cameras is strictly prohibited.

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

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



**SECTION 107****RESPIRATORY PROTECTION PLAN AND PROGRAM**

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

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

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

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

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

**SECTION 108**

**AIRBORNE PATHOGENS PROGRAM DIRECTIVE**

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



**SECTION 109****PHYSICAL MEDICAL REQUIREMENTS**

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

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

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

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

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

**SECTION 110****HEPATITIS B IMMUNIZATION PROGRAM**

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

**POLICY:**

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

## INFORMATION ON HEPATITIS B AND THE VACCINE

### THE DISEASE

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

### RECOMBINANT HEPATITIS B VACCINE

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

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

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

### PRECAUTIONS

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

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

## HEPATITIS B IMMUNIZATION CONSENT OR DECLINATION

### HEPATITIS B VACCINE – ACCEPTANCE

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

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

### HEPATITIS B VACCINE – DECLINATION

Please sign if you **DO NOT** want the vaccine at this time.

I understand that due to my occupational exposure to blood or other potentially infectious materials, I may be at risk of acquiring Hepatitis B Virus (HBV) infection. I have been given the opportunity to be vaccinated with Hepatitis B Vaccine, at no charge to myself. However, I decline Hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring Hepatitis B, a serious disease. If, in the future, I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with Hepatitis B Vaccine, I can receive the vaccination series at no charge to me.

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

### PREVIOUS IMMUNIZATION/DISEASE

History of Hepatitis B    Yes \_\_\_ No \_\_\_    Date \_\_\_\_\_

History of Vaccination    Yes \_\_\_ No \_\_\_    Dates \_\_\_\_\_

Number of Injections: \_\_\_\_\_

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

### IMMUNIZATIONS GIVEN

1<sup>st</sup> dose:    Date \_\_\_\_\_ Location: \_\_\_\_\_ Lot# \_\_\_\_\_ Expiration \_\_\_\_\_

2<sup>nd</sup> dose:    Date \_\_\_\_\_ Location: \_\_\_\_\_ Lot# \_\_\_\_\_ Expiration \_\_\_\_\_

3<sup>rd</sup> dose:    Date \_\_\_\_\_ Location: \_\_\_\_\_ Lot# \_\_\_\_\_ Expiration \_\_\_\_\_

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

4<sup>th</sup> dose    Date \_\_\_\_\_ Location: \_\_\_\_\_ Lot# \_\_\_\_\_ Expiration \_\_\_\_\_

5<sup>th</sup> dose    Date \_\_\_\_\_ Location: \_\_\_\_\_ Lot# \_\_\_\_\_ Expiration \_\_\_\_\_

6<sup>th</sup> dose    Date \_\_\_\_\_ Location: \_\_\_\_\_ Lot# \_\_\_\_\_ Expiration \_\_\_\_\_

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

**SECTION 111**

**FIT TEST PROGRAM**

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



**SECTION 112**

**GRAND RAPIDS FIRE DEPARTMENT RELIEF ASSOCIATION  
BYLAWS**

EXHIBIT I

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## CONSTITUTION

### OF

## GRAND RAPIDS FIRE DEPARTMENT RELIEF ASSOCIATION

### ARTICLE I

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

### ARTICLE II

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

### ARTICLE III

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

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

### ARTICLE IV

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

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

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

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

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

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

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

#### ARTICLE V

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

#### ARTICLE VI

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

#### EXHIBIT I

#### BY LAWS

#### OF

#### GRAND RAPIDS FIRE DEPARTMENT RELIEF ASSOCIATION

#### ARTICLE I

#### DUTIES OF OFFICERS

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

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

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

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

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

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

## ARTICLE II EXECUTIVE COMMITTEE

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

## ARTICLE III

## MEETINGS

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

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

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

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

Section 5. — The order of business shall be:

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

## ARTICLE IV FUNDS

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

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

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

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

#### ARTICLE V APPLICATION FOR BENEFITS

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

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

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

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

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

#### ARTICLE VI DISABILITY BENEFITS

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

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

#### ARTICLE VII DEATH BENEFITS

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

#### ARTICLE VIII PENSION BENEFITS

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

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

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

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



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

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

#### ARTICLE IX AMENDMENT

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

### **Section 113**

#### **Alcohol Use Policy for the Grand Rapids Fire Department**

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

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

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

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

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

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

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

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

**This policy states:**

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

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

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

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

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

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

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

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

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

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

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

ADOPTED AND PASSED by the City Council of the City of Grand Rapids on the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Dale Adams, Mayor

ATTEST:

\_\_\_\_\_  
Tom Pagel, City Administrator

**GRAND RAPIDS**  
**FIRE DEPARTMENT**

**APPENDIX**  
**TO**  
**CITY POLICY MANUAL**

## **APPENDIX**

### **GENERAL OVERVIEW**

#### **STATEMENT OF GUIDELINES – GRAND RAPIDS FIRE DEPARTMENT**

**100    GENERAL DEPARTMENTAL INFORMATION**

**200    GENERAL ADMINISTRATION**

**300    HAZARDOUS MATERIALS**

**400    OCCUPATIONAL SAFETY AND HEALTH**

**500    MAINTENANCE**

**600    EMERGENCY OPERATIONS**

**700    COMMUNICATIONS**

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

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

**100 GENERAL DEPARTMENTAL INFORMATION****101 UNIFORM GUIDELINES**

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

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

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

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

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

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



## 102 CONTROL OF APPARATUS/EQUIPMENT/FIRE HALL

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

### 102.1 RATE SCHEDULE FOR FIRE DEPARTMENT APPARATUS

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

Type 1 Engine (# <del>116</del> 21, #115, #111, #114):	_____	\$300.00 per hour
Type 4 Engine (#113):	_____	\$150.00 per hour
<del>Type 6 Engine (#117):</del>	<del>_____</del>	<del>\$100.00 per hour</del>
Type 2 Water Tender (#111):	_____	\$175.00 per hour
<del>Type 3 Water Tender (#112):</del>	<del>_____</del>	<del>\$150.00 per hour</del>
Aerial Device (Tower #119):	_____	\$350.00 per hour
<del>Rescue Vehicle (#114):</del>	<del>_____</del>	<del>\$175.00 per hour</del>
Support Vehicles (#118, <del>Hazmat 2</del> #117):	_____	\$100.00 per hour

Personnel: Current hourly rate as approved by city council

### **103 USE OF FIRE HALL AND EQUIPMENT**

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

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

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

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

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

## 104 PERSONAL VEHICLES

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

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

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

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

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

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

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

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

#### 105 DONATION GUIDELINE

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

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

**106 — TELEPHONE USE**

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

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

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

**202 ASSISTANCE IN TIME OF FIRE**

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

## 203 GENERAL EMPLOYEE PAYROLL GUIDELINES

### Regular Pay:

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

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

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

### School, Training, F.D. Business:

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

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

Standby Weekends:

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

Other duties:

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

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

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

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

### **300 HAZARDOUS MATERIAL GUIDELINES**

### **301 SUGGESTED OPERATING GUIDELINES FOR HAZARDOUS MATERIALS RESPONSE**

IS THERE A HAZARD?

INPUT FORM:

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

IDENTIFY THE PRODUCT.

INPUT FORM:



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

#### DETERMINE HAZARDS PRESENT.

##### INPUT FORM:

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

#### WHAT ARE THE OBJECTIVES?

##### RESCUE:

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

#### ALTERNATIVES:

##### INPUT FORM:

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

#### CONTROLLING THE INCIDENT:

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

#### EXTINGUISHMENT:

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

#### REVISIONS:

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

#### EXPOSURE PROTECTION:

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

#### EVACUATION:

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

#### WATER SUPPLY:

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

#### CONTAINMENT AND CONTROL:

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

#### DECONTAMINATION:

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

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d. Complete mitigation of incident?

#### S.O.G.'S FOR CLANDESTINE DRUG LABS

- Consult with law enforcement prior to any mitigation attempts

#### MONITOR FOR (AT LEAST) THE FOLLOWING:

- Lower explosive limits
- Ammonia ppm
- Hydrogen Chloride/Hydrochloric acid Phosgene – in Nazi method  
–Phosphine – in cold method –
- Presence of chemicals Presence of hazardous materials (PID monitor)

#### DEALING WITH ANHYDROUS AMMONIA

- Full turn-out gear and SCBA (even when handling 20# cylinders)
- Remove cylinder(s) from scene (downwind)
- Bleed valve (stand up-wind) with a minimum of turn-outs, SCBA, and Butyl rubber gloves
- Use fog spray to knock down and neutralize anhydrous ammonia- (copious amounts of water – 600 to 1ratio)
- Gross decon (minimum) for level “A” personnel handling chemicals.

### **400 OCCUPATIONAL SAFETY AND HEALTH**

#### **401 PROTECTIVE EQUIPMENT NOTIFICATION AND PROTOCOL**

The Grand Rapids Fire Department shall inform the firefighters about special hazards to which they may be exposed.

The Grand Rapids Fire Department must develop and make available for inspection by firefighters written procedures that describe the action that is to be taken in situations involving the special hazards and shall include these procedures in the training and education programs. A special section of this manual refers to special hazards.

#### Protective Clothing

The Grand Rapids Fire Department shall provide and assure the use of protective clothing for the head, body and extremities consisting of at least the following components:

Foot and leg protection  
Hand protection  
Body protection  
Eye, face and head protection

The requirements in each of these areas are quite detailed, but in general, the provision of a fire helmet, bunker coat, full-length boots or bunker pants and gloves will meet the requirements of the standard.

#### Respiratory Protection Devices

Approved self-contained breathing apparatus with full face piece or with approved helmet or hood configuration, shall be provided and worn by firefighters when working inside buildings or confined spaces where toxic products of combustion oxygen deficiency may be present. Such apparatus will also be worn during emergency situations involving toxic substances. Each firefighter will be responsible for the care of their own mask.

Self-contained breathing apparatus shall have a minimum service life rating of 30 minutes. The Grand Rapids Fire Department shall assure that the self-contained breathing apparatus ordered or purchased after July 1, 1981 for use by firefighters performing interior structural fire fighting operations are in accordance with OSHA and NFPA standards, of the pressure-demand or other positive-pressure, self-contained breathing apparatus shall be worn by firefighters performing interior structural fire fighting.

#### SCBA Usage and Responsibilities

1. SCBA and protective hood are to be worn at all times when doing interior structural fire fighting and involving toxic related hazards.
2. Before anyone uses breathing apparatus, they are to be knowledgeable on operation.
3. Breathing apparatus is to be cleaned and put back in operational condition after use.
4. Breathing apparatus shall not be taken off at the fire scene and left in dirt or snow conditions. They shall be properly stored.
5. Any problems with apparatus should be reported. Each unit is numbered on the back plate of the harness.

6. When alarm on unit sounds; do not continue to work. Leave area immediately. No one is to enter a hazardous area alone or remain in alone.; Each must accompany another person. When one runs low on air, he or she shall exit the hazardous area accompanied by another firefighter.
7. Never lose a lifeline to the outside. Hold onto the hose at all times.
8. Air bottles are to be filled to capacity –2216 PSI.
9. When opening air cylinder before use, audible alarm must sound. If not, it may not be used.
10. Anything, which comes between your skin and the contacting rubber of the protective mask, is not allowed as per policy established (OSHA).
11. Each member will be required to have a fit test each year as required by OSHA 1910.134. This will be paid for by the department.

**500 MAINTENANCE****501 APPARATUS AND EQUIPMENT**

Each member will be assigned to a piece of fire apparatus for maintenance. This will be on a rotating basis, which is coordinated by the Second Assistant Chief.

Each crew will follow a maintenance schedule when working on apparatus.

Apparatus should be started at least monthly and run until normal engine temperature is reached.

After each run, the crew shall make sure that their assigned equipment is ready to respond. This includes water, fuel, all equipment in place and apparatus are either in park or first gear, depending on the transmission, and parking brake set.

Air packs, P.A.S.S. devices, small engines and ladders will be inspected on a monthly basis. This will be done after the business meeting, which is held the second Tuesday of the month.

One maintenance person supervised by the 2<sup>nd</sup> Asst. Chief will be in charge of all apparatus, small equipment, building and grounds maintenance.

One maintenance person supervised by the 2<sup>nd</sup> Asst. Chief will be in charge of janitorial duties of the buildings.

**600 EMERGENCY OPERATIONS****601 STANDARD OPERATING GUIDELINES FOR FIRE APPARATUS RESPONSE**

Drivers and/or operators of fire apparatus must have required training and approval of officer(s) before being allowed to operate any fire department apparatus. Each operator must complete an approved emergency vehicle operations driving course; pump operators must complete basic and an equivalent advanced pump operations course before they are eligible to drive pumping apparatus.

The fire department recognizes a zero tolerance for apparatus operations while being impaired. Operators of any fire department apparatus shall not be under the influence of alcohol, illegal drugs, or other prescribed medication that will interfere with the safe operation of a vehicle. Failure to comply with the city's policy on vehicle usage will result in disciplinary action.

Upon returning to quarters, it is the driver/operator's responsibility to ensure that the apparatus is replenished and ready to be put back in-service; this includes signing-off on the Run List Check Sheet for items such as: fuel, water, all fire fighting equipment, and cleanliness of the vehicle. The Run Sheet Check List shall be attached to the Incident Report. Any mechanical issues or physical damage shall be reported immediately to the vehicle maintenance staff and the Fire Chief or person in-charge of the incident.

If a line officer is not present at the fire scene, the senior ranking firefighter of the first arriving apparatus will be in command of the incident.

The driver / operator of any apparatus should know the directions to the scene prior to responding from the fire hall.

The normal apparatus roll-out response shall be as follows:

1. Structure fires outside hydrant areas: ~~#11421, 116~~, #111, ~~#115~~ ~~#114, #112, Suburban 117~~ w/ air trailer ~~followed by #113~~.
  2. Structure fires inside hydrant areas: ~~#114-21116~~, #119, ~~#116114~~, #115, ~~#111, Suburban 117~~ w/ air trailer.
  3. Commercial / Industrial fires: ~~#11421116, #116115~~, #119, ~~#114, #111115, #112, #114, Suburban 117~~ w/ air trailer.
  4. Grass fires: ~~#114116 (or #115)115~~, #111, #113, ~~#112, #21~~ #117. If additional personnel are needed, ~~#116114114~~ will respond upon request of an officer.
  5. Rescues: #114, ~~#115116 (or #115)~~, ~~#11921, #111, #113, #111~~. For rescue calls requested by mutual aid departments: ~~#114-119~~ and #118, other apparatus as requested by Officer in-charge.
  6. Car fires inside hydrant areas: ~~#11421116 (or #115)~~, ~~#116115114, #111114, #119, #113~~.
  7. Car fires outside hydrant areas: ~~#11421116~~ (or #115), #111, ~~#114~~, #113.
  8. ~~Aircraft emergencies at the airport: Rescue 2, #114116, #111, #116114, #115, #119, #112, Hazmat 2 w/ air trailer.~~
- ~~9-8~~ #118 will normally respond to all calls with an officer. In the absence of an officer in #118 or on an apparatus, an officer will respond in ~~Hazmat 2 or~~ #117.
- ~~10-9~~ Mutual Aid calls: Only apparatus as requested by other agencies and #118 (~~or Hazmat 2 or~~ #117 w/ officer). ~~Hazmat 117 2~~ w/ air trailer (if air trailer is requested).

There may be deviations made from this response guideline by the person in-charge of the incident if necessary.



**602 STANDARD OPERATING GUIDELINES FOR POSITIONING OF APPARATUS ON FIRE GROUND**

Structural Fires – Engineers/Officers shall determine the safest and most effective location to position the apparatus so that all aspects of fire extinguishments can be achieved without endangering personnel and equipment.

Operating IN or NEAR moving traffic – (highways, streets, driveway, etc.).

Engineers/Officers shall determine the positioning of apparatus and other emergency vehicles at a vehicle related incident on any street, road, or highway in a manner that best protects the incident scene and the work area. Such positioning shall afford protection to fire department personnel, ambulance service personnel, law enforcement officials, tow service operators and the motoring public from the hazards of working in or near moving traffic.

## 602.1

**Backing of Fire Department Apparatus:**

Because of safety concerns when backing a fire apparatus, and the inability of the driver to view all activities occurring behind the apparatus, the following procedures shall be used while backing any fire apparatus.

- a. The driver shall activate emergency lights prior to and during the backing of any apparatus.
- b. No fire department apparatus shall be backed up for any reason without the help of a safety person ("spotter").
- c. The safety person ("spotter") shall make sure there are no problems or obstructions that could interfere with safe backing of the apparatus.
- d. The safety person ("spotter") shall remain in full view of the driver, through the side mirrors, until the apparatus is positioned in the desired location.
- e. The driver shall immediately stop movement of the apparatus if the safety person ("spotter") is not in visual contact.
- f. Both the driver and safety person ("spotter") shall be responsible for safety and the conditions of all property while backing the apparatus.
- g. If conditions exist that make use of spotters impossible, all drivers, before attempting to back up any fire department vehicle, shall make a circle of safety to see that; no person or persons are directly behind the vehicle or in its intended path of travel; all equipment is secured and that all compartment doors are securely closed; any physical obstructions are moved out of the way. The emergency vehicle driver should also note all potential obstructions in the intended path of travel.
- h. Once the vehicle has been backed into position and parked, the driver shall exit the vehicle and perform a walk-around to check for proper placement and assure that there are no safety or property concerns.
- i. Any accident or property damage involving a department apparatus should be reported immediately to the Fire Chief or Fire Officer in-charge by the driver and "spotter".
- j. In the event of a personal injury or significant property damage accident, department members involved shall immediately notify law enforcement officials and the Fire Chief or Fire Officer in-charge. The involved apparatus should not be moved unless at the request of a law enforcement officer or for the safety of the employees or public.

**602.2****S.O.G.'s for Highway Safety Incident Management****I. Overview**

This procedure identifies parking practices for Grand Rapids Fire Department apparatus and vehicles that will provide maximum protection and safety for personnel operating in or near moving vehicle traffic. It also identifies several approaches for individual practices to keep firefighters safe while exposed to the hazardous environment created by moving traffic.

It shall be the policy of the Grand Rapids Fire Department to position apparatus and other emergency vehicles at a vehicle-related incident on any street, road, or highway in a manner that best protects the incident scene and the work area. Such positioning shall afford protection to fire department personnel, law enforcement officers, other emergency service personnel and the motoring public from the hazards of working in or near moving traffic.

**II. Safety Benchmarks**

All emergency personnel are at a great risk of injury or death while operating in or near moving traffic. There are several specific tactical procedures that the Grand Rapids Fire Department shall take to protect all crewmembers and emergency service personnel at the incident scene including;

1. Never trust approaching traffic.
2. Avoid turning your back to approaching traffic.
3. Establish an initial "block" with the first arriving apparatus.
4. Always wear Class III high visibility reflective vests during operations.
5. Always wear structural firefighting helmet.
6. Wear full protective clothing plus the highway safety vest at all vehicle related emergencies between the hours of dusk and dawn or whenever lighting levels are reduced due to inclement weather conditions.
7. Turn off all sources of vision impairment to approaching motorists at nighttime incidents, including headlights and spotlights.
8. Use fire apparatus and law enforcement vehicles (if possible) to initially redirect the flow of moving traffic.
9. Establish advance warning and adequate transition area traffic control measures upstream of incident to reduce travel speeds of approaching motorists.
10. Use traffic cones and/or illuminated traffic cones where appropriate for sustained highway incident traffic control and direction.
11. Establish a fire department member (as needed) to the "Flagger" function to monitor approaching traffic and activate an emergency signal if the

actions of a motorist do not conform to the established traffic control measures in place at the highway scene.

### III. Apparatus and Emergency Vehicle Benchmarks

Listed below are the benchmarks for Safe Parking of **apparatus and emergency vehicles** when operating in or near moving traffic.

1. Always position first-arriving apparatus to protect the scene, patients, and emergency personnel. The goal is to effectively block all exposed sides of the work zone, prioritizing from the most critical or highest traffic volume flow to the least critical traffic direction.
  - a. Initial apparatus placement should provide a work area protected from traffic approaching in at least one direction.
  - b. Angle apparatus on the roadway with a “block to the left” or “block to the right” to create a physical barrier between the crash scene and approaching traffic.
  - c. Allow apparatus placement to slow approaching motorists and redirect them around the scene.
  - d. Use fire apparatus to block at least one additional traffic lane more than already obstructed by the crashed vehicle(s).
  - e. When practical, position apparatus in such a manner to protect the pump operator position from being exposed to approaching traffic.
2. Positioning of larger apparatus must create a safe parking area for EMS units and other emergency vehicles. Operating personnel, equipment and patients should be kept within the “shadow” created by the blocking apparatus at all times.
3. When blocking with apparatus to protect the emergency scene, establish a sufficient size work zone that includes all damaged vehicles, roadway debris, patient triage and treatment areas, extrication work areas, personnel and tool staging areas, and the ambulance loading zone.
4. Crew members in apparatus must exit and enter their units with extreme caution, remaining alert to moving traffic at all times.
5. Protective clothing, Class III safety vest, and helmet must always be donned prior to exiting the vehicle.
6. Traffic cones shall be deployed from the rear of the blocking apparatus toward approaching traffic to increase the advance warning provided for approaching motorists.

7. Personnel should place cones and retrieve cones while facing oncoming traffic. Cones shall be placed at acceptable intervals upstream of the blocking vehicle to allow adequate advance warning to drivers.

#### **IV. Incident Command Benchmarks**

The Incident Commander and/or the initial arriving company officer must complete critical benchmarks to assure that a safe and protected work environment for emergency personnel is established and maintained, including;

1. Assure that first-arriving apparatus establishes an initial block to create an initial safe work environment.
2. Assign a parking location for ambulances, as well as later arriving apparatus.
3. Assure that all ambulances on-scene are placed within the protected work area (shadow) of the larger apparatus.
4. Assure that all patient loading into Med Units is done from within the protected work zone.
5. The Incident Commander and/or the initial company officer must operate as the Scene Safety Officer until this assignment has been delegated.
6. Command shall stage unneeded emergency vehicles off the roadway or return these units to service whenever possible.

#### **V. Emergency Crew Personnel Benchmarks**

Listed below are benchmarks for safe actions of individual when operating in or near moving vehicle traffic.

1. Always maintain an acute awareness of the high risk of working in or near moving traffic. Response personnel should be aware that motorists who are approaching or have entered the scene may be confused or inattentive; therefore, all responders must be able to react accordingly.
2. Never trust moving traffic from any direction!
3. Always look before you move!
4. Always keep an eye on moving traffic!
5. Avoid turning your back on moving traffic!

6. Always look before opening doors and stepping out of apparatus into any moving traffic areas!
7. Always be alert to the proximity of moving traffic while walking around fire apparatus!

### 603 STANDARD OPERATING GUIDELINES FOR ACCOUNTABILITY PROGRAM

Each member will be assigned ~~two~~<sup>three</sup> nametags to be attached to the bottom back of their helmets.

Firefighters will be responsible to report any missing tag or tags to the Safety Officer immediately. Firefighters are responsible for the safe working order of their P.A.S.S. (**Personal Alert Safety System**) device.

Upon responding to any fire call, it is the firefighters responsibility to remove one tag from their helmet and place it on the designated vehicle placard.

Prior to exiting on scene, each firefighter shall remove their lanyard from their P.A.S.S. (**Personal Alert Safety System**) device. The lanyards shall be placed on the ring by the operator. P.A.S.S. devices can only be **deactivated** when in staging.

Upon arriving on scene, the driver of each fire apparatus is responsible to make sure vehicle placards are brought to the staging officer in a responsible period of time.

Initial firefighters may enter the hot zone without going through staging as long as it is obvious that manpower is needed or instructed by an officer.

Responding firefighters after the initial response shall report to staging upon arrival.

Firefighters entering any collapse zone, building or hazardous area are responsible for removing their second tag and handing it to designated personnel at entry points (i.e. officer, fan operator, safety officer) before entry is made.

Once a firefighter leaves any building, collapse zone or hazardous area, they must retrieve their entry tag immediately. Firefighters leaving the hot zone will report immediately to the staging officer.

The driver of ~~2<sup>nd</sup> Rescue 114~~<sup>responding engine</sup> will assume the staging officer position at all fire scenes unless directed otherwise. Although Rescue 114 will normally be the staging vehicle and area, staging may be moved upon an officer's request.

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**604 MUTUAL AID**

The Grand Rapids Fire Department is a member of the Itasca County Fire Chiefs Association and Itasca County Fire Chiefs Mutual Aid Association. This agreement includes all sixteen fire departments in Itasca County. In addition, we provide mutual aid to Hill City and Jacobson fire departments in Aitkin County, and Floodwood Fire Department in St. Louis County.

Mutual Aid agreements may be made by the Grand Rapids City Council with other agencies for emergency services provided by the fire department.



**605 RADIO PROCEDURES**

Radios are located in all fire apparatus, the fire station, and with each ~~line~~ ~~office~~ firefighter. Apparatus radios should be operated by a firefighter other than the driver when responding to a fire call. When speaking into radio, speak clearly and precisely. Do not use to excess. Radio use should pertain to fire department business only.

There are several extra ~~hand-held~~ handheld radios located in ~~other~~ apparatuses should a firefighter forget their radio. Radio must be returned to that truck upon completion of the call.

## 700 COMMUNICATION

### 701 FIRE DEPARTMENT ACTIVITIES

**The Grand Rapids Fire Department is involved throughout the year in various activities that are determined by the membership to coincide with the values of the department. These activities may or may not be pre-scheduled or reoccurrences. Examples of these activities include but are not limited to:**

Firefighters Annual Banquet – normally held in the spring of each year. All active and retired firefighters are invited, city council members, law enforcement personnel, EMS personnel and other agencies that the department may work with. Other guests may be invited at the request of the chief. Committee members will review all invitations before they are mailed.

Adult Picnic – normally held in the summer. This picnic is for active fire department personnel and their spouses or guest and retired firefighters.

Appreciation Night – normally held in February. This is limited to active members and their spouse or guest.

Venison Feed – normally held on the first Wednesday of December. All active and retired firefighters are invited, along with city officials, law enforcement, EMS and DNR personnel and others at the discretion of the committee.

Committee chairpersons are encouraged to keep updated information regarding their event in a file folder that can be accessed by department personnel for future use.

## 702 PARADE UNIT REPRESENTATION

The Grand Rapids Fire Department maintains a parade unit, Engine #1, which was an original engine of the Grand Rapids Fire Department. We also have a refurbished hose pull cart to be used in parades.

The intent of the Grand Rapids Fire Department is to show the evolution of the fire service. For local parades we will use the hose cart, Engine #1 and a new engine.

We have also developed period uniforms to be worn by the parade participants. They include: long underwear shirts and blue pants with suspenders for the hose cart, double-breasted uniform jackets and box type hats for Engine #1, and your current uniform or acceptable fire department apparel for the newer vehicles.

Engine #1 is available for other parades, fire musters, etc. The fire department will pay the standard government rate per mile to anyone who pulls the trailer with their own vehicle to an event. Room and board will be paid for trips that are deemed to be overnight events.

**It is the responsibility of all members of the department to help in the maintenance and preparation of the parade units. .**

It is important to remember that you represent the Grand Rapids Fire Department and the City of Grand Rapids when involved in these activities. Please act accordingly.

~~Each year a rotating list of firefighters will be assigned to the three (3) area parades: Deer River parade, Grand Rapids parade and Bovey parade.~~

## 800 FIRE PREVENTION

The Grand Rapids Fire Department shall remain proactive in fire prevention and education measures by providing prompt and courteous service to the citizens of the communities that request our services.

### A. Requests for Public Education/Fire Hall Tours:

All requests for public education shall be arranged through the ~~Fire Prevention & Education Officer~~ Chief or Officers. Once arrangements have been made, a Request for Public Education Form shall be posted in the radio room. ~~The Fire Prevention & Education Officer~~ Captains will provide age appropriate teaching materials and any other items needed for public education events. All Grand Rapids Fire Fighters are encouraged to help with Public Education events. Any GRFD member submitting a request for public education may be required to assist ~~Fire Prevention & Education Officer~~ the Captains in the instructing of the group(s).

### B. Sparky the Fire Dog:

Sparky the Fire Dog costume is available to use for any Fire Prevention & Education public request. Use of the Sparky the Fire Dog costume requires the user to read and understand the operator's manual. Grand Rapids Fire Department members are encouraged to operate the Sparky the Fire Dog Costume. No children under the age of 16 are permitted to operate the Sparky the Fire Dog Costume.

### ~~C. Fire Safety House:~~

~~All requests for use of the Fire Safety House will be arranged through the Fire Prevention & Education Officer. Any fees associated with the use of the Fire Safety House are explained in the Fire Safety House Request Form. Other information about the Fire Safety House Request Form can be found on the Grand Rapids Fire Safety House Policy and Request Form.~~

### ~~D.~~ Requests for Smoke Detectors and CO Alarms:

Any request from the public for information regarding Smoke Alarms and CO Detectors should be arranged through ~~Fire Prevention & Education~~ a Chief Officer. Each Smoke Alarm and/or Co Detector given to the public will be logged in the receipt book maintained by the ~~Fire Prevention & Education Officer~~ Chief Officers.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 1/23/2023

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

**PREPARED BY:** Erik Scott

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### **BACKGROUND:**

We maintain an agreement with AVI Systems for support of the audio/visual systems in our two main meeting rooms. We need to renew this agreement for the Council Chambers and Fire Hall conference room for 2023. This is a budgeted item.

### **REQUESTED COUNCIL ACTION:**

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

# Retail Sales Agreement

Item 12.

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

Proposal Number: 1120724  
Prepared For: City of Grand Rapids - MN  
Attn: Erik Scott

Proposal Date: January 10, 2023  
**City of Grand Rapids- Fire Hall/Council Chambers Co-Term  
Support Renewal 2023**

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

## BILL TO

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

## SITE

Attn: Erik Scott  
City of Grand Rapids  
420 N Pokegama Ave  
Grand Rapids, MN, 55744  
Phone: (218)326-7612  
Email: escott@ci.grand-rapids.mn.us

## COMMENTS

This contract is co-termed to cover the Fire Hall and Council Chambers for dates 2/1/2023-1/31/2024.

## PRODUCTS AND SERVICES SUMMARY

Equipment	\$0.00
Integration	\$0.00
PRO Support	\$9,500.00
Shipping & Handling	\$0.00
Tax	\$0.00
<b>Grand Total</b>	<b>\$9,500.00</b>

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

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

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

## INVOICING AND PAYMENT TERMS

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

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

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

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

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

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

## TAXES AND DELIVERY

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

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

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

## AGREED AND ACCEPTED BY

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

**AVI Systems, Inc.**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

## CONFIDENTIAL INFORMATION

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

## SERVICES TO BE PROVIDED

### CUSTOMER CARE

#### CUSTOMER CARE SERVICES TO BE PROVIDED

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

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



System Health Checks	AVI Systems personnel perform preventative maintenance. Includes cleaning, adjustments, functional tests, and replacement of parts to keep the system equipment in efficient operating condition.	Included	Included	Included	Two (2) System Health Checks per year, scheduled at least one (1) week in advance
Asset Management	AVI Systems tracks asset information for Systems.	Included	Included	Included	

## CUSTOMER CARE DEFINITIONS

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

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

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

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

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

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

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

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

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

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

## PRODUCTS AND SERVICES DETAIL

### PRO SUPPORT:

<u>Model #</u>	<u>Mfg.</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
AVISSA1YR	AVI SYSTEMS	1 Year System Support Agreement	1.0000	\$9,500.00	\$9,500.00

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

## AVI Systems General Terms and Conditions of Sale

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

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

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

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

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

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

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

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

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

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

**10. General Warranties** – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and

(iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

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

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

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

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

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

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

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

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

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

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

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

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 23, 2023

**AGENDA ITEM:** Consider authorizing the purchase and payment of a German Shepard Police canine from McDonough K-9

**PREPARED BY:** Captain Andy Morgan

### BACKGROUND:

Highly skilled and trained teams of handlers and canines are used to supplement law enforcement operations to locate individuals, contraband and to apprehend criminal offenders.

Grand Rapids Police Department has an extremely strong, successful history of utilizing police canines. For over the past twenty-five (25) years Grand Rapids Police Department has had canine units that have been frequently and successfully deployed in traditional law enforcement scenarios. The past canines were also extensively used in public gatherings, community presentations and canine demos. The abilities of a canine unit to advance police relations with the community is unmeasurable. GRPD plans to leverage this to the max.

Attached you will find a proposal from McDonough K-9 in the amount of \$16,500. This amount covers the purchase of the canine along with the twelve-week training of both the canine and GRPD Officer Justin Edmundson. Based on research conducted by police department leadership, we are most confident in moving forward and utilizing McDonough K-9.

Total Purchase Price	\$16,500
USPCA Grant	\$7,500
Forfeiture Fund	\$9,000

### REQUESTED COUNCIL ACTION:

Make a motion authorizing the purchase and payment of a German Shepard Police canine from McDonough K-9.

## INVOICE

Mark McDonough

INVOICE #13-001  
DATE: JANUARY 19, 2023TO Grand Rapids Police Dept  
420 N Pokegama Ave  
Grand Rapids, MN 55744

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
		Purchase of one dual purpose imported canine Patrol and Narcotics Detection Training	\$16,500.00		\$16,500.00
				TOTAL DISCOUNT	
				SUBTOTAL	\$16,500.00
				SALES TAX	
				TOTAL	\$16,500.00

Make all checks payable to Mark McDonough

THANK YOU FOR YOUR BUSINESS!

*Item 13.*



City of Grand Rapids, Minnesota  
Police Community Advisory Board

January 19, 2023

Dear Honorable Mayor and City Councilors:

Members of the City of Grand Rapids Police Community Advisory Board (PCAB) approved a motion to support the City of Grand Rapids Police Department in acquiring a new police K-9 dog.

Thank you for your consideration.

Sincerely,

Pam Dowell, PCAB Secretary

Cc: Wendy Uzelac, Chair  
Dana Butler, Vice Chair  
Capt. Andy Morgan, PCAB Advisory  
Capt. Kevin Ott, PCAB Advisory

GR PCAB ~Working to enhance communication between the Community and the Police~