



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

**CITY COUNCIL MEETING AGENDA**  
**Monday, June 13, 2022**  
**5:00 PM**

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, June 13, 2022 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

PROCLAMATIONS/PRESENTATIONS:

1. Proclamation commemorating Pride Month
2. Proclamation Commemorating Juneteenth

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

3. Approve Council minutes for Monday, May 23, 2022 Worksession and Regular meetings.

VERIFIED CLAIMS:

4. Approve the verified claims for the period May 17, 2022 to June 6, 2022 in the total amount of \$869,174.00.

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

5. Review and Acknowledge minutes for Boards & Commissions:

April 27, 2022 Human Rights Commission  
April 28, 2022 GREDA meeting  
May 11, 2022 Library Board  
May 12, 2022 GREDA meeting

CONSENT AGENDA:

6. Consider adopting a resolution approving Joint Powers Agreement with the State of Minnesota regarding MN Internet Crimes Against Children Task Force
7. Consider approving a Lease Agreement with ISD 318 for use of the City's athletic fields.

- [8.](#) Consider approving Septic Check Contract
- [9.](#) Consider approving golf course seasonal employment
- [10.](#) Consider adopting a resolution accepting a \$500,000 grant from the Minnesota Department of Transportation for CP 2022-1, Trunk Highway 2 Lighting Project and authorize the execution of the associated agreement.
- [11.](#) Consider approving temporary liquor licenses for MacRostie Art Center First Friday Events
- [12.](#) Consider approval of purchasing additional fencing for the proposed construction at the Civic Center.
- [13.](#) Adopt a resolution approving LG214 Premises Permit Application for Community Charities of Minnesota
- [14.](#) Consider hiring Mark Stish on a temporary basis in the Public Works Department.
- [15.](#) Consider entering into Revised Independent Contractor Agreement/Golf
- [16.](#) Consider temporary parking lot agreements with Rennix Corporation and Blandin Paper Company related to Grand Rapids Riverfest
- [17.](#) Consider Amendment 1 with Duane Goodwin

SET REGULAR AGENDA:

ADMINISTRATION:

- [18.](#) Consider appointing Amanda McCabe to the Human Rights Commission
- [19.](#) Consider accepting the resignation of Lynn DeGrio and direct staff to begin the hiring process to fill the Human Resource position

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 27, 2022 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

# *PROCLAMATION*

## **A PROCLAMATION TO COMMEMORATE PRIDE MONTH**

WHEREAS: The Stonewall Riots between June 28, 1969, and July 3, 1969, sparked the lesbian, gay, bisexual, transgender, and queer (LGBTQ+) rights movement throughout the United States; and

WHEREAS: Each June, people around the world commemorate the courageous individuals who have fought for the rights of LGBTQ+ people throughout history; and

WHEREAS: Minnesota passed the Minnesota Human Rights Act in 1993, prohibiting discrimination based on sexual orientation and gender discrimination in employment, housing, public accommodations, public services, education, credit, and business; and

WHEREAS: Minnesota became the first Midwestern state to legalize same-sex marriage by legislative vote in 2013; and The United States Supreme Court in 2015 held that the right to marry is a fundamental right that may not be denied to same-sex couples; and

WHEREAS: The Safe and Supportive Schools Act, signed into law during the 2014 Minnesota Legislative Session, further reflects the desire to provide protections for students of all sexual orientations and gender identities or expressions; and

WHEREAS: in the GROW Grand Rapids 2040 Comprehensive Plan, a comprehensive system of community values and guiding principles were identified describing what is right, good and desirable and provides a foundation for making Grand Rapids a positive place to live for ALL people,

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Grand Rapids, Itasca County, Minnesota, recognizes the significance of Pride month and supports its continued celebration to provide an opportunity to learn more about the LGQBT+ community, and we recommit ourselves to creating a community where our LGBTQ+ community members are safe and thriving.

IN WITNESS WHEREOF, I have hereto subscribed my name and the seal of the City of Grand Rapids, Minnesota, this 13<sup>th</sup> day of June, Two thousand and twenty-two.

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Dale Christy, Mayor  
City of Grand Rapids

# PROCLAMATION

## A PROCLAMATION COMMEMORATING JUNETEENTH

WHEREAS, Juneteenth is the oldest celebration of the emancipation of African-American slaves, and is so named for the June 19, 1866 adoption of Black Independence Day in Galveston, Texas; and

WHEREAS, news of the end of slavery did not reach the frontier areas of the United States until months after the conclusion of the Civil War, more than 2 ½ years after President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863;

WHEREAS, Juneteenth celebrates America’s commitment to liberty and equality in accordance with the Constitution of the United States; and

WHEREAS, Juneteenth Independence Day began as a holiday in the State of Texas and is now celebrated in 47 States and the District of Columbia as a special day of observance in recognition of the emancipation of all slaves in the United States; and

WHEREAS, the faith and strength of character demonstrated by former slaves and the descendants of former slaves remain an example for all people of the United States, regardless of background, religion, or race; and

WHEREAS, in the GROW Grand Rapids 2040 Comprehensive Plan, a comprehensive system of community values and guiding principles were identified describing what is right, good and desirable and provides a foundation for making Grand Rapids a positive place to live for ALL people;

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Grand Rapids, Itasca County, Minnesota, recognizes the historical significance of Juneteenth Independence Day and supports the continued nationwide celebration of Juneteenth to provide an opportunity for the people of the United States to learn more about the past and to better understand the experiences that have shaped our collective histories.

IN WITNESS WHEREOF, I have hereto  
Subscribed my name and seal of the  
City of Grand Rapids, Minnesota, this 13<sup>th</sup>  
Day of June, Two thousand and twenty-  
two.

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Dale Christy, Mayor  
City of Grand Rapids



CITY OF  
**GRAND RAPIDS**  
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## **CITY COUNCIL WORKSESSION MINUTES**

**Monday, May 23, 2022**

**4:00 PM**

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

### ROLL CALL:

PRESENT: Mayor Dale Christy, Councilor Dale Adams, Councilor Michelle Toven, Councilor Rick Blake, Councilor Tasha Connelly ABSENT: None.

Staff: Tom Pagel, Chad Sterle, Steve Schaar, Matt Wegwerth, Rob Mattei, Barb Baird

### BUSINESS:

1. Visit Grand Rapids Annual Update

Megan Christianson provided annual report for Council, including changes in tourism areas affected by Covid and ups and downs in general.

### DEPARTMENT HEAD REPORT:

2. Public Works / Engineering Department Head Report

Matt Wegwerth, PW Director/Engineer, provided overview of staffing, Permits, stormwater, projects, etc. A full report is on file in the Administration Department.

Upon review, not changes or additions are made to the Regular agenda.

There being no further business, the meeting adjourned at 4:53 PM.

Respectfully submitted:

*Kimberly Gibeau*

Kimberly Gibeau, City Clerk



CITY OF  
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## CITY COUNCIL MEETING MINUTES

Monday, May 23, 2022

5:00 PM

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

### CALL OF ROLL:

PRESENT: Mayor Dale Christy, Councilor Dale Adams, Councilor Michelle Toven, Councilor Rick Blake, Councilor Tasha Connelly ABSENT: None.

Staff: Tom Pagel, Chad Sterle, Barb Baird, Matt Wegwerth, Rob Mattei, Eric Trast, Steve Schaar

### PUBLIC FORUM:

No one from the public wished to speak.

### COUNCIL REPORTS:

Councilor Blake reads summary from Coalition of Greater MN cities in reference to the closing of the legislative session.

Mayor Christy wishes City Attorney Chad Sterle a Happy Birthday and appeals to city residents to keep Bird Ride scooters off sidewalks when they are done riding.

### APPROVAL OF MINUTES:

1. Approve Council minutes for Monday, May 9, 2022 Worksession and Regular meetings.

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

### VERIFIED CLAIMS:

2. Approve the verified claims for the period May 3, 2022 to May 16, 2022 in the total amount of \$625,289.25.

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

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

3. Reviewed and acknowledged minutes for the following meetings:

February 15, 2022 Planning Commission  
 April 5, 2022 Arts & Culture  
 April 7, 2022 GREDA  
 April 13, 2022 Library Board  
 April 19, 2022 Golf Board

CONSENT AGENDA:

4. Consider entering into Joint Powers Agreement Minnesota Internet Crimes Against Children Task Force
5. Consider entering into a cooperative construction agreement with Itasca County
6. Consider a second amendment with Waste Management for refuse and recycling
7. Consider accepting Grand Rapids EDA Annual Report for the year 2021.
8. Consider approving final payment in the amount of \$4,112.61 for AP 2021-3, Airport Ramp Lighting Project.
9. Consider adopting a resolution amending the Grand Rapids' City Wide Fee Schedule for City Services as noted in "Exhibit A."

**Adopted Resolution 22-49**

10. Consider adopting a resolution approving plans and specifications and order advertisement for bids for CP 2022-4, 7th Avenue SE Overlay Project.

**Adopted Resolution 22-50**

11. Consider making a motion to add to and hire from the Public Works Part-Time Eligibility List for the 2022 Spring/Summer Maintenance Season.
12. Consider appointing Tony Clifton to the Fire Department – Custodian position.
13. Consider the termination of Mike Klabough from the Pokegama Golf Course.
14. Consider approving temporary liquor for VFW
15. Consider approving golf course employment for grounds maintenance.

16. Consider a resolution authorizing the City to make application to and accept funds from the Minnesota Department of IRRR Development Infrastructure Program for the proposed Cambium Development mixed-use commercial building at 14 NW 3<sup>rd</sup> St.

**Adopted Resolution 22-51**

17. Consider a resolution authorizing the City to make application to the IRRR Commercial Redevelopment Grant Program for the Cambium Development Project – Janicke Bakery Demo Project

**Adopted Resolution 22-52**

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

SET REGULAR AGENDA:

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

ADMINISTRATION:

18. Consider adopting a resolution accepting a bench donation from Carol Anderson.

Motion made by Councilor Connelly, Second by Councilor Toven to adopt **Resolution 22-53**, accepting bench donation. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

CIVIC CENTER & PARKS:

19. Consider rejecting Best Value Proposals (BVP) for Bid Package 1 of IRA Civic Center Improvements and Approve re-bidding Bid Package 1.

Motion made by Councilor Blake, Second by Councilor Connelly to adopt **Resolution 22-54**, rejecting proposals and authorizing rebidding for IRA Civic Center projects. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

Meeting recessed at 5:14 PM for schedule public hearings.

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

Reconvened at 5:30 PM.

20. Conduct a public hearing to consider the vacation of platted street and alley right-of-way within Reynolds' Addition to Grand Rapids.

Eric Trast, Zoning Administrator, presented vacation request as submitted by ISD 318.

Motion made by Councilor Connelly, Second by Councilor Adams to open the public hearing. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly



No one wished to speak, therefore the following motion was made.

Motion made by Councilor Blake, Second by Councilor Toven to close the public hearing.  
Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

COMMUNITY DEVELOPMENT:

21. Consider the adoption of a resolution either approving or denying the vacation of platted street and alley right-of-way within Reynolds' Addition to Grand Rapids.

Motion made by Councilor Blake, Second by Councilor Connelly to adopt **Resolution 22-55**, approving ISD 318 vacation request. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

ADJOURNMENT:

There being no further business, the meeting adjourned at 5:43 PM.

Respectfully submitted:

*Kimberly Gibeau*

Kimberly Gibeau, City Clerk

DATE: 06/09/2022  
 TIME: 09:50:12  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 06/13/2022

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
CITY WIDE		
0221650	BURGGRAF'S ACE HARDWARE	23.97
1405215	NEARMAP US, INC	5,000.00
2023352	PIONEER PRESS	720.00
TOTAL CITY WIDE		5,743.97
SPECIAL PROJECTS-BUDGETED		
2500050	ITASCA COUNTY FAMILY YMCA INC	15,000.00
TOTAL SPECIAL PROJECTS-BUDGETED		15,000.00
ADMINISTRATION		
0914540	INNOVATIVE OFFICE SOLUTIONS LL	68.35
1300032	MCFOA TREASURER	100.00
TOTAL ADMINISTRATION		168.35
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM SERVICES	105.78
0920060	ITASCA COUNTY TREASURER	2,156.08
1801610	RAPIDS PLUMBING & HEATING INC	4,985.00
TOTAL BUILDING SAFETY DIVISION		7,246.86
COMMUNITY DEVELOPMENT		
0312109	CLAFTON SALES - CLAFTON SKATE	204.00
0920060	ITASCA COUNTY TREASURER	179.40
T001411	DODD ADVISORY & VALUATION LLC	1,000.00
TOTAL COMMUNITY DEVELOPMENT		1,383.40
FIRE		
0100010	5 STAR PEST CONTROL &	300.00
0103325	ACHESON TIRE INC	75.00
0118100	ARAMARK UNIFORM SERVICES	27.56
0205725	BETZ EXTINGUISHER COMPANY	150.00
0301685	CARQUEST AUTO PARTS	57.67
0401804	DAVIS OIL INC	555.82
0601690	FASTENAL COMPANY	32.50
0717995	GRAND FORKS FIRE EQUIPMENT LLC	1,554.15
0920060	ITASCA COUNTY TREASURER	186.14

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 06/13/2022

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FIRE		
1200500	L&M SUPPLY	102.51
1305060	MEDS-1 AMBULANCE SERVICE INC	136.70
1415030	NAPA SUPPLY OF GRAND RAPIDS	234.35
1801615	RAPIDS WELDING SUPPLY INC	61.82
1920555	STOKES PRINTING & OFFICE	262.26
2215600	VOLUNTEER FIREMANS BENEFIT	461.00
	TOTAL FIRE	4,197.48
PUBLIC WORKS		
0103325	ACHESON TIRE INC	380.00
0104799	ADVANCED SERVICES INC	902.00
0205090	BEACON ATHLETICS LLC	776.60
0221650	BURGGRAF'S ACE HARDWARE	324.67
0301685	CARQUEST AUTO PARTS	2,250.70
0305510	CENTRAL LANDSCAPE SUPPLY INC	1,153.50
0315455	COLE HARDWARE INC	390.37
0318900	CRYSTEEL TRUCK EQUIPMENT INC	286.52
0401420	DAKOTA FLUID POWER, INC	255.20
0401425	DAKOTA SUPPLY GROUP	10.69
0401804	DAVIS OIL INC	1,749.09
0421125	JOHN P DUBOVICH	594.00
0501650	EARL F ANDERSEN	179.00
0601690	FASTENAL COMPANY	1,527.96
0801836	HAWKINSON SAND & GRAVEL	1,380.30
0920060	ITASCA COUNTY TREASURER	1,123.70
1105444	KELLER FENCE COMPANY	995.00
1200500	L&M SUPPLY	625.08
1201730	LATVALA LUMBER COMPANY INC.	323.74
1303039	MCCOY CONSTRUCTION & FORESTRY	118.17
1415545	NORTHLAND LAWN & SPORT, LLC	761.67
1421155	NUCH'S IN THE CORNER	99.14
1605665	PERSONNEL DYNAMICS LLC	777.60
1621125	PUBLIC UTILITIES COMMISSION	2,000.00
1801615	RAPIDS WELDING SUPPLY INC	24.61
1813125	RMB ENVIRONMENTAL	80.00
2018560	TROUT ENTERPRISES INC	500.00
T001419	218 TREE SERVICE	3,480.00
	TOTAL PUBLIC WORKS	23,069.31
FLEET MAINTENANCE		
0121721	AUTO VALUE - GRAND RAPIDS	151.99
0301685	CARQUEST AUTO PARTS	34.05

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 06/13/2022

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FLEET MAINTENANCE		
0513233	EMERGENCY AUTOMOTIVE TECH INC	654.68
0601690	FASTENAL COMPANY	248.50
0920060	ITASCA COUNTY TREASURER	87.52
1200500	L&M SUPPLY	43.99
1201850	LAWSON PRODUCTS INC	207.92
1301720	MATCO TOOLS	94.45
1901264	SAFETY KLEEN SYSTEMS INC	302.39
1914101	SNAP-ON TOOLS LLC	55.60
	TOTAL FLEET MAINTENANCE	1,881.09
POLICE		
0121721	AUTO VALUE - GRAND RAPIDS	21.98
0301685	CARQUEST AUTO PARTS	583.97
0315455	COLE HARDWARE INC	11.99
0409501	JOHN P. DIMICH	4,583.33
0415525	DONDELINGER DODGE	102.96
0718021	GRAND RAPIDS GM INC	98.90
0718060	GRAND RAPIDS HERALD REVIEW	81.95
0920060	ITASCA COUNTY TREASURER	3,936.24
1500500	OMG NATIONAL	480.48
1618125	PRAXAIR DISTRIBUTION INC	387.92
1801570	APS COMPANIES	160.00
1920233	STREICHER'S INC	3,072.42
2018225	TREASURE BAY PRINTING	85.00
	TOTAL POLICE	13,607.14
CENTRAL SCHOOL		
0118100	ARAMARK UNIFORM SERVICES	55.73
0218745	ASHLEY BRUBAKER	285.91
1801555	RAPID PEST CONTROL INC	63.25
	TOTAL	404.89
AIRPORT		
0221650	BURGGRAF'S ACE HARDWARE	119.48
0301685	CARQUEST AUTO PARTS	12.58
0920060	ITASCA COUNTY TREASURER	144.13
1303039	MCCOY CONSTRUCTION & FORESTRY	2,853.79
1415545	NORTHLAND LAWN & SPORT, LLC	413.68

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 06/13/2022

VENDOR #	NAME	AMOUNT DUE
AIRPORT		
1801610	RAPIDS PLUMBING & HEATING INC	2,141.00
	TOTAL	5,684.66
CIVIC CENTER		
GENERAL ADMINISTRATION		
0104815	ADVANTAGE SYSTEMS GROUP	74.85
0118100	ARAMARK UNIFORM SERVICES	121.92
0118230	ARENA WAREHOUSE, LLC	4,963.00
0221650	BURGGRAF'S ACE HARDWARE	507.93
0618080	FRAME UP LLC	138.23
1200500	L&M SUPPLY	11.19
1801610	RAPIDS PLUMBING & HEATING INC	121.00
1901535	SANDSTROM'S INC	725.29
	TOTAL GENERAL ADMINISTRATION	6,663.41
STATE HAZ-MAT RESPONSE TEAM		
0312110	CLAREY'S SAFETY EQUIPMENT INC	1,600.16
0920060	ITASCA COUNTY TREASURER	45.29
1415480	NORTHERN HEALTH & FITNESS PLUS	630.00
	TOTAL	2,275.45
POLICE DESIGNATED FORFEITURES		
0124550	AXON ENTERPRISE INC	2,750.00
	TOTAL	2,750.00
CEMETERY		
0103325	ACHESON TIRE INC	420.00
0221650	BURGGRAF'S ACE HARDWARE	207.92
0315455	COLE HARDWARE INC	179.97
0421455	DULUTH NEWS TRIBUNE	389.88
0920060	ITASCA COUNTY TREASURER	135.11
1200500	L&M SUPPLY	21.02
1415545	NORTHLAND LAWN & SPORT, LLC	421.83
	TOTAL	1,775.73

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 06/13/2022

VENDOR #	NAME	AMOUNT DUE
DOMESTIC ANIMAL CONTROL FAC		
0118100	ARAMARK UNIFORM SERVICES	30.00
0920060	ITASCA COUNTY TREASURER	230.94
TOTAL		260.94
GENERAL CAPITAL IMPRV PROJECTS		
MAY MOBILITY		
1201730	LATVALA LUMBER COMPANY INC.	1,859.96
1612745	PLUM CATALYST LLC, THE	11,887.50
T001420	MATTHEW SANDYS	1,907.79
TOTAL MAY MOBILITY		15,655.25
AIRPORT CAPITAL IMPRV PROJECTS		
BEACON RELOCATION		
1900225	SEH	4,590.00
TOTAL BEACON RELOCATION		4,590.00
2021-3 LAMP LIGHTING PROJECT		
1900225	SEH	7,650.00
TOTAL 2021-3 LAMP LIGHTING PROJECT		7,650.00
GR ARTS & CULTURE CPTL PRJS		
0209200	BIESANZ STONE	5,410.00
2000522	TNT CONSTRUCTION GROUP, LLC	5,271.00
TOTAL		10,681.00
2021 INFRASTRUCTURE BONDS		
CP2020/FD-1 NEW FIRE HALL		
1415483	NORTHERN INDUSTRIAL ERECTORS	2,664.75
2000522	TNT CONSTRUCTION GROUP, LLC	1,350.00
TOTAL CP2020/FD-1 NEW FIRE HALL		4,014.75
CIVIC CENTER CAPITAL IMP PJT		
IRA CIVIC CENTER RENOVATION		

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 06/13/2022

VENDOR #	NAME	AMOUNT DUE
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CIVIC CENTER CAPITAL IMP PJT		
IRA CIVIC CENTER RENOVATION		
0900055	ICS CONSULTING INC	7,536.00
1001700	MATT JASPER	10,650.00
TOTAL IRA CIVIC CENTER RENOVATION		18,186.00
2022 INFRASTRUCTURE/ARPA		
21ST STREET IMPROVEMENTS		
2000522	TNT CONSTRUCTION GROUP, LLC	37,466.08
TOTAL 21ST STREET IMPROVEMENTS		37,466.08
STORM WATER UTILITY		
0301685	CARQUEST AUTO PARTS	76.08
0401425	DAKOTA SUPPLY GROUP	104.75
0401804	DAVIS OIL INC	2,432.67
0920060	ITASCA COUNTY TREASURER	301.90
0920127	ITASCA WATERS	200.00
1105645	COURTNEY K KERNS	1,040.00
1309495	MINUTEMAN PRESS	691.63
1621125	PUBLIC UTILITIES COMMISSION	2,200.00
1801340	RAILROAD MGMNT COMPANY III LLC	764.20
1809154	RICHARD F RYSAVY	400.00
TOTAL		8,211.23
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$198,566.99
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T MOBILITY	3,915.00
0113105	AMAZON CAPITAL SERVICES	17.98
0201354	B. BAIRD-PETTY CASH FUND	26.87
0305530	CENTURYLINK QC	46.73
0315454	TRAVIS COLE	93.00
0605191	FIDELITY SECURITY LIFE	93.50
0701505	JEREMY GAMBILL	81.00
0717988	SHAWN GRAEBER	93.00
0718015	GRAND RAPIDS CITY PAYROLL	622,138.18
0718070	GRAND RAPIDS STATE BANK	654.61
0815440	HOLIDAY STATIONSTORES LLC	170.50
0900060	ICTV	24,679.65
0914295	JEFFREY INGLE	285.75
0920036	ITASCA COUNTY ATTORNEY OFFICE	1,295.00
0920055	ITASCA COUNTY RECORDER	276.00

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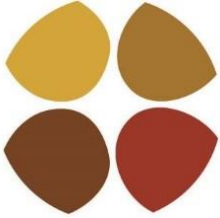
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INVOICES DUE ON/BEFORE 06/13/2022

VENDOR #	NAME	AMOUNT DUE
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CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1105225	CITY OF KEEWATIN	959.28
1121695	LANCE KUSCHEL	300.09
1201402	LAKE COUNTRY POWER	44.48
1301145	MARCO TECHNOLOGIES, LLC	69.17
1305046	MEDIACOM LLC	136.90
1309167	MN BUREAU OF CRIMINAL	15.00
1309199	MINNESOTA ENERGY RESOURCES	3,574.00
1309302	MN DEPT OF PUBLIC SAFETY	28.50
1309335	MINNESOTA REVENUE	3,888.00
1309358	MN DEPT OF TRANSPORTATION	60.00
1315630	ASHLEY MORAN	53.50
1601305	THOMAS J. PAGEL	1,023.09
1601750	PAUL BUNYAN COMMUNICATIONS	1,719.56
1921620	SUPERIOR USA BENEFITS CORP	195.00
2000100	TASC	30.60
2000490	TDS Metrocom	653.14
2018555	CHAD TROUMBLY	81.00
2114360	UNITED PARCEL SERVICE	88.48
2305825	WEX INC	3,320.45
T0000161	MILLSOP ASSOCIATES INC	500.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$670,607.01
TOTAL ALL DEPARTMENTS		\$869,174.00





# CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION MEETING MINUTES

Wednesday, April 27, 2022  
4:00 PM

## *MISSION STATEMENT*

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

**CALL TO ORDER:** Pursuant to due notice and call thereof, the Human Rights Commission will hold a regular meeting on Wednesday, April 27, 2022 at 4:00pm in City Hall Council Chambers at 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### ROLL CALL:

#### PRESENT:

Commissioner Angella Erickson  
Chairperson Lea Friesen  
Commissioner Doug Learmont  
Commissioner Tasha Connelly  
Commissioner Bernadine Joselyn  
Commissioner Edward Krumpotich  
City Attorney, Chad Sterle

#### ABSENT:

Commissioner Ashely Goodman

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

None

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

**A motion was made by Commissioner Joselyn to accept the Agenda with added Agenda Item #8 Discussion on Pride Month Publication, second by Commissioner Connelly. All in favor, motion passed.**

### PRESENTATION:

1. April Speaker: None

### APPROVE MINUTES:

2. March 30, 2022

**Motion made by Commissioner Connelly and second by Commissioner Erickson to approve the minutes from March 30, 2022. All in favor, motion passed.**

### FINANCIALS:

3. Review Financials: 2021 Recap & Present 4-27-22  
The Commission reviewed the Financials and said it was nice to have a break down from the following year.

BUSINESS:

Item 5.

4. Review Potential Collaboration Lists

Discussion regarding Collaboration List. The list should include but not limited to; The Reif Performing Arts Center, the MacRostie Art Center, Independent School District 318, Kootasca Community Action, Itasca Community College, Blandin Foundation, YMCA, Scout Groups, Jaycees and the Grand Rapids Area Chamber of Commerce.

5. Calendar of National Observances of Ethnic Heritage

The Calendar for National Observances of Ethnic Heritage is not just for ethnic classes, so the name should be changed to Calendar of National Observances of Protective Classes. Last month the Commission discussed making a questionnaire that would focus on specific goals and objectives and what the Commission is looking for from a speaker. The Commission needs to have a plan relating to subject matter, referring to this calendar and then have a goal.

May is Mental Health Awareness Month and Commissioner Goodman may have a speaker for the May meeting. They could speak to us as to what we should be aware of regarding this month's protective class. The Commission also discussed that the Commissioners review the National Observances of Protective Classes Monthly Calendar and come up with questions that could be presented to the speakers. Next discussion on this topic would then be to agree on a uniform questionnaire for speakers.

6. Workplan Review

Discussion regarding the Workplan starting with Census Data. There will be some information available in the next few weeks, but most won't be out until 2023. The data that is out there is not easily accessible.

Discussion regarding Quarter 2, Indigenous People's Day. Commission Chair Friesen is meeting with the Reif Center and will find out more information regarding joint sponsorship and transportation of the event. There is an event planned at Central School by the Anishinabe Education Center at District 318 also sponsored by Kootasca.

There was also talk about an IRRRB grant to increase social awareness. City Attorney Chad Sterle noted that to be part of the grant it would have to be brought to the City Council. The Commission should talk to City Administrator Tom Pagel and Human Resources Director Lynn DeGrio regarding possibly having the city be part of the grant and even the Police Department for training and partnering.

Commissioner Learmont stated that the Commission could check with the State for a speaker. All we need to do is contact them, two months in advance with a date and time and what they might help with or issue they might address.

7. Discussion of Juneteenth Event Sponsorship

Discussion regarding the Juneteenth Event. The event is planned from 10am-2pm at the Central School Grounds. Kootasca is planning on kites and the question came up as to whether the Commission is going to sponsor the event more. The Human Rights Commission purchased the Juneteenth Banners which was a significant amount already. There was no determination regarding more funding for this event. Administrative Assistant Cynthia Lyman will check on the arrival of the banners and payment thereof.

8. New Approved Agenda Item, Pride Month Publication Discussion.

The Discussion was led by Commissioner Krumpotich regarding putting in an ad in the St. Paul Pioneer Press and Lavender Press to attract tourism to Grand Rapids. This would show that we exist here and that they would be coming to a supportive place. After discussion, it was said that

there should be something in the paper every month pertaining to the Calendar. City Attorney Chad Sterle noted that if we want it to be from the "City" it has to go to the City Council for approval, but from the Human Rights Commission, the content of "Happy Pride" is perfectly fine.. Commissioner Krumpotich will do the ad for June's Pride month and bring to the next meeting, in May. There should be a clear procedure each month's message, for example, Speaker-Press Release-Social Media Posts. Commission members should look at the "Calendar" and sign up for a month to do.

Item 5.

**UPDATES:**

None.

**CALLS/COMPLAINTS/INQUIRIES:**

None.

**SET AGENDA FOR NEXT MEETING:**

1. Approve Minutes
2. Financials

**BUSINESS:**

3. May Speaker – if any, under “Presentations”
4. Calendar of National Observances of Protective Classes
5. Workplan Review
6. Discussion of Possible Juneteenth Event Sponsorship
7. Update and Vote on June Pride Publication

**ADJOURN:**

Adjourn meeting at 5:20pm.

Respectfully submitted by Cynthia Lyman



# GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

Thursday, April 28, 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, April 28, 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 .*

The agenda was approved the with the following additions:

Update on the industrial spec building.  
Update on the Cambium Development project.

APPROVE MINUTES

1. Consider approval of the minutes from the March 24th, 2022 regular meeting and the March 31st and April 7th, 2022 special meetings.

Motion by Commissioner Connelly, second by Commissioner Bruns to approve the minutes from the March 24th, 2022 regular meeting and the March 31st and April 7th, 2022 special meetings. The following voted in favor thereof: R. Blake, Hodnik, Connelly, Bruns. Opposed: None, passed unanimously.

APPROVE CLAIMS

2. Consider approval of claims in the amount of \$326,021.37

Motion by Commissioner R. Blake, second by Commissioner Bruns top approve the claims in the amount of \$326,021.37. The following voted in favor thereof: Bruns, Connelly, Hodnik, R. Blake. Opposed: None, passed unanimously.

BUSINESS

3. Consider approval of a contract with SRF Consulting Group for professional planning services to complete a new Downtown Master Plan

Commissioner Jackson joined the meeting at 4:10 p.m.

GREDA issued an RFP for an updated Downtown Master Plan in early March. Four proposals were received by the following firms, LHB, HKGi, Asakura Robinson and SRF Consulting Group. Commissioner Connelly, Commissioner R. Blake, City Zoning Administrator Trast and Community Development Director Mattei reviewed the proposals and used a scoring matrix to rank them. The consensus was SRF Consulting Group had the best work plan and the other proposals did not address the requested market analysis/economic niche adequately or at all. The original proposal was for \$97,795.25 Mr. Mattei spoke with them and they were able to create some efficiencies in their work and revised their cost proposal to \$87,769.25. Based upon their review of the proposals the committee is recommending GREDA enter into a professional services contract with SRF Consulting Group.

Motion by Commissioner Connelly, second by Commissioner Bruns to approve a contract with SRF Consulting Group for professional planning services to complete a new Downtown Master Plan. The following voted in favor thereof: R. Blake, Jackson, Hodnik, Connelly, Bruns. Opposed: None, passed unanimously.

UPDATES

4. ASV Expansion Project

ASV applied for a grant from the DEED Job Creation Fund the application has moved to the public hearing portion of the process which is required. The DEED MIF application has been reviewed and will be forwarded on for approval. Mr. Mattei has arranged for a tour of ASV May 4th at 4:00 p.m. the Commissioners can meet on site in front of the main office.

5. Industrial Spec Building- MN Flexible is in need of a new location due to the IEDC entrepreneur incubator expansion. Mr. Mattei has shown them a couple of possible sites in the GREDA Industrial Park South. There is a developer who might do a build to suit project.

6. Cambium- Mr. Mattei has been working with Blandin on the submission of an IRRRB demo grant for the demolition of the Janicke Bakery building. The demo of that building would allow for more parking. Originally the thought was the City could lease spots however Mr. Mattei put Cambium in touch with Blandin and they are working on leasing directly from Blandin. New sewer and water service would also be needed at the Cambium site staff is looking at applying for a IRRRB Site Development Grant to help with those costs.

ADJOURN

There being no further business the meeting adjourned at 4:29 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



# GRAND RAPIDS AREA LIBRARY BOARD MEETING MINUTES

Wednesday, May 11, 2022

5:00 PM

**CALL TO ORDER:** Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids Area Library Board will be held on Wednesday, May 11, 2022 at 5:00 PM in the City Council Chambers, 420 N Pokegama Ave, Grand Rapids, Minnesota.

Chair MacDonell called the meeting to order at 5:00 pm.

## CALL OF ROLL:

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

Absent: Squadroni

## APPROVAL OF AGENDA:

Motion to: approve agenda as presented

Mover: Richards

Secunder: Martin

Result: Approved

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

None

## APPROVAL OF MINUTES:

1. Consider Approval of 04-13-2022 Library Board Minutes

Motion to: approve minutes as presented

Mover: Blocker

Secunder: Kee

Result: Approved

## COMMUNICATIONS:

2. Email from Jason Langenecker

FINANCIAL REPORT & CLAIMS (Roll Call Vote Required):

2. Library Financials

Motion to: approve financial reports and payment of bills as listed in Board packet

Mover: Kee

Seconder: Richards

Result: Approved on 8-0 roll call vote

CONSENT AGENDA (Roll Call Vote Required):

3. Consider Resolution 2022-04 Accepting Donations

Motion to: approve consent agenda as presented

Mover: Blocker

Seconder: Martin

Result: Approved on 8-0 roll call vote

REGULAR AGENDA:

4. Music Park Collaboration with KAXE (update)  
Informational
5. Consider the appointment of Christa Roerick to the position of Library Public Services Clerk I at the Grand Rapids Area Library.

Motion to: appoint Christa Roerick to the Public Services Clerk I position, effective June 6, at a rate of \$17.67 per hour.

Mover: Richards

Seconder: Martin

Result: Approved

UPDATES:

Friends

Update by Teigland: annual meeting June 8 – all invited. Ellen is set to become the new Chair!

Foundation

Update by Tabbert: thank you to city staff for all of the work behind the music park. Foundation will pay for Kona Ice at summer celebration!

STAFF REPORTS:

6. Library Statistics and Staff Reports  
Informational

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR June 8, 2022, AT 5:00 PM.

Respectfully submitted,

A handwritten signature in cursive script that reads "Lisa Tabbert". The signature is written in dark ink and has a long horizontal flourish extending to the right.

Lisa Tabbert

Library Board Secretary



RESOLUTION NO. 2022-04  
A RESOLUTION ACCEPTING DONATIONS

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

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

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

**Anonymous**

**\$500.00 – Donation for DVD collection**

**Arrowhead Library System**

**\$4,800.00 - American Rescue Plan Act (ARPA) Sub grant**

**Friends of the Library**

**\$139.79 – Lego Wall in the Young Adult area**

**\$785.35 – Caregiver books for the Children's Library**

**\$110.70 – Book Club Kit Project (Community Foundation Grant)**

**\$76.01 – Friends Book Store Signage**

**\$295.90 – Book Club Kit Project (Community Foundation Grant)**

**Grand Rapids North Star Women's Club**

**\$150.00 in remembrance of Cheryl Thueson, Joyce Winston, and Juneth Riste**

**Library Foundation**

**\$1,624.80 – Children's Endowment reimbursement (discovery kits)**

**\$4,000.00 – Story Time reimbursement**

**Town of Wabana**

**\$1,000.00 - Township Contribution**

Adopted this 11th day of May, 2022



Lisa Tabbert, Secretary



Jean MacDonell, President

DATE: 05/04/2022  
 TIME: 14:49:07  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 05/11/2022

VENDOR #	NAME	AMOUNT DUE
-----		
PUBLIC LIBRARY		
0113100	AMAZON.COM	387.62
0118100	ARAMARK UNIFORM SERVICES	44.22
0118660	ARROWHEAD LIBRARY SYSTEM	70.71
0201428	BAKER & TAYLOR LLC	4,167.05
0212124	BLACKSTONE PUBLISHING	926.83
0405500	DEMCO INC	76.01
0718060	GRAND RAPIDS HERALD REVIEW	420.00
0914325	INGRAM ENTERTAINMENT INC.	111.54
0914540	INNOVATIVE OFFICE SOLUTIONS LL	260.85
1605665	PERSONNEL DYNAMICS LLC	3,442.95
1801610	RAPIDS PLUMBING & HEATING INC	1,026.00
1901535	SANDSTROM'S INC	111.82
1915248	SHI INTERNATIONAL CORP	4,025.23
2009470	THE TIMBERJAY INC	54.00
2023352	PIONEER PRESS	230.76

TOTAL UNPAID TO BE APPROVED IN THE SUM OF: \$15,355.59

CHECKS ISSUED-PRIOR APPROVAL  
 PRIOR APPROVAL

0100053	AT&T MOBILITY	54.27
0605191	FIDELITY SECURITY LIFE	6.90
0718015	GRAND RAPIDS CITY PAYROLL	40,050.28
1209516	LINCOLN NATIONAL LIFE	78.00
1301146	MARCO TECHNOLOGIES, LLC	182.90
1309199	MINNESOTA ENERGY RESOURCES	579.04
1309335	MINNESOTA REVENUE	51.03
1309375	MINNESOTA UNEMPLOYMENT COMP FD	8,786.96
1516220	OPERATING ENGINEERS LOCAL #49	9,162.00
1601750	PAUL BUNYAN COMMUNICATIONS	317.37
1621130	P.U.C.	2,550.84
2114750	UNUM LIFE INSURANCE CO OF AMER	15.05
2209665	VISA	949.27
2301700	WM CORPORATE SERVICES, INC	137.47

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$62,921.38

TOTAL ALL DEPARTMENTS \$78,276.97



# GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

Thursday, May 12, 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, May 12, 2022 at 4:00P.M.

CALL TO ORDER

CALL OF ROLL

PRESENT

Commissioner Al Hodnik  
Commissioner Cory Jackson  
President Sholom Blake  
Commissioner Rick Blake  
Commissioner Wayne Bruns

ABSENT

Commissioner Mike Korte  
Commissioner Tasha Connelly

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 the minutes from the April 28, 2022 regular meeting.

Motion by Commissioner Bruns, second by Commissioner Hodnik to approve the minutes of the April 28, 2022 regular meeting. The following voted in favor thereof: Hodnik, Bruns, S. Blake, Jackson, R. Blake. Opposed: None, passed unanimously.

APPROVE CLAIMS

2. Consider approval of claims in the amount of \$1,346.12.

Motion by Commissioner R. Blake, second by Commissioner Jackson to approved the claims in the amount of \$1,346.12. The following voted in favor thereof: R. Blake, Jackson, S. Blake, Bruns, Hodnik. Opposed: None, passed unanimously.

BUSINESS

3. Review and consider forwarding to the City Council the GREDA 2021 Annual Report

Mr. Mattei reviewed the 2021 GREDA Annual Report with the Commissioners.

Motion by Commissioner Jackson, second by Commissioner R. Blake to forward the GREDA 2021 Annual Report to the City Council. The following voted in favor thereof: Hodnik, Bruns, S. Blake, Jackson, R. Blake. Opposed: None, passed unanimously.

4. Consider approval of a lease with Deb's Christian Crafts, LLC for Suite 102 of Central School

Deb's Christian Crafts is interested in leasing Suite 102 located on the first floor of Central school. The proposed lease would commence on June, 1st and continue through December 31st, 2022 with the standard lease rates used by GREDA.

Motion by Commissioner Bruns, second by Commissioner Hodnik to approve a lease with Deb's Christian Crafts, LLC for Suite 102 of Central School. The following voted in favor thereof: R. Blake, Jackson, S. Blake, Bruns, Hodnik. Opposed: None, passed unanimously.

#### UPDATES

ASV Project- Mr. Mattei received notification from DEED the the \$850,000 grant request has been approved.

ISD 318- There has been no contact from ISD 318 at this time.

#### ADJOURN

There being no further business the meeting adjourned at 4:26 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  
**GRAND RAPIDS**  
IT'S IN MINNESOTA'S NATURE

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** June 13, 2022

**AGENDA ITEM:** Consider adopting a resolution approving Joint Powers Agreement with the State of Minnesota regarding MN Internet Crimes Against Children Task Force

**PREPARED BY:** Kimberly Gibeau

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### **BACKGROUND:**

On May 23, 2022 the City Council approved a Joint Powers Agreement for MN Internet Crimes against Children Task Force. Attached is the attached resolution needed for filing the agreement with the State of Minnesota.

### **REQUESTED COUNCIL ACTION:**

Make a motion to adopt a resolution approving Joint Powers Agreement with State of Minnesota regarding MN Internet Crimes Against Children Task Force.

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 22-

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF GRAND RAPIDS ON BEHALF OF ITS POLICE DEPARTMENT REGARDING THE MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE (ICAC)

WHEREAS, the City of Grand Rapids on behalf of its Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to utilize applicable state and federal laws to investigate and prosecute crimes committed against children and the criminal exploitation on children that is committed and/or facilitated by or through the use of computers.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grand Rapids, Minnesota as follows:

- 1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of on behalf of its Police Department, are hereby approved. A Copy of the Joint Powers Agreement is attached to this Resolution and made a part of it.
- 2. That the Chief of Police, Steve Schaar or his/her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
- 3. That Dale Christy, the Mayor for the City of Grand Rapids and Kimberly Gibeau, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 13<sup>th</sup> day of June, 2022.

CITY OF GRAND RAPIDS

\_\_\_\_\_  
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 the same: ; whereby the resolution was declared duly passed and adopted.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** June 13, 2022

**AGENDA ITEM:** Consider approving a Lease Agreement with ISD 318 for use of the City's athletic fields.

**PREPARED BY:** Dale Anderson, Director of Parks & Recreation

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### BACKGROUND:

This is the annual Lease Agreement for ISD 318's use of softball fields and soccer fields at the Grand Rapids Sports Complex and Streetar Baseball Field. The Lease reflects a 3% increase in fees over 2021.

### REQUESTED COUNCIL ACTION:

Make a motion to approve a Lease Agreement with ISD 318 for use of the City's athletic fields.

## LEASE AGREEMENT

This lease, made this 16th day of May, 2022, between the City of Grand Rapids, a Municipal Corporation, hereafter called the "Lessor", and the Independent School District #318, Grand Rapids, MN, hereafter called the "Lessee".

Whereas, Lessor owns and operates the Bob Streetar Baseball Field and the Grand Rapids Sports Complex (which includes two official size Soccer Fields and four official Softball Fields); and

Whereas, Lessee has determined that the Bob Streetar Baseball Field and the Grand Rapids Sports Complex are suitable facilities for conducting their athletic programs; and

Whereas, Lessor and Lessee wish to enter into this Lease Agreement for the purpose of establishing the terms and conditions pursuant to which the Lessee shall lease the above named facilities; and

NOW THEREFORE, for good and valuable mutual consideration, Lessor and Lessee mutually agree as follows:

### ARTICLE I

**1. Lease Agreement:** In consideration of and subject to the mutual conditions and obligations of this Lease Agreement to be kept and performed, including the obligation to lease, Lessor does hereby lease to Lessee the Bob Streetar Baseball Field and the Grand Rapids Sports Complex Softball Fields and Soccer Fields solely to the extent of this Lease Agreement.

**2. Lessee's Right of Possession and Use:** Lessee shall have the right to possess and use the Bob Streetar Baseball Field and the Grand Rapids Sports Complex Softball Fields and Soccer Fields for the purposes, to the extent and at the times set forth in Exhibit A attached hereto and incorporated by reference. Lessee's right to possess and use the aforementioned facilities shall be intermittent and confined to those portions of the facilities specifically identified in Exhibit A. Lessor and its licensees shall have the right to enter upon and use the aforementioned facilities at all times not consistent with Exhibit A. Lessee shall at all times comply with all statutes, ordinances, codes and regulations of any governmental authority concerning the use of the premises. Lessee shall not permit any hazardous or dangerous activity to be conducted at the aforementioned facilities or allow any activity which will increase insurance risks or premiums on the premises.

**4. Schedule of Use:** Lessee shall submit to Lessor annually before January 1 for Baseball and Softball and March 1 for Soccer schedules of all purposed uses for the upcoming seasons, which schedules shall be subject to Lessor's approval.

**5. Supervision: Safety:** Lessee agrees to assume full responsibility for the supervision of all persons entering the aforementioned facilities in conjunction with the Lessee's activities or events, including participants, coaches and other staff and spectators. Lessee shall require that all such persons conduct themselves in an orderly and safe manner consistent with the policies for use of the aforementioned facilities.



**6. Concessions:** Lessor retains the exclusive right to operate all concessions at the aforementioned facilities either through representatives of Lessor or Lessor's assignees. This Lease Agreement does not confer upon the Lessee the right to operate concessions.

**7. Gate Receipts and Admission Charges:** The Lessee shall, with prior approval by the Lessor and at their own expense, have the right to charge admission fees for their events. Provisions for simultaneous events held at the Grand Rapids Sports Complex must be made for participants, coaches and spectators for those events.

## ARTICLE II

**1. Lease:** Lessee shall pay to Lessor according to the following schedule:

August 1, 2022 \$14,000.00 for the Soccer Fields at the Grand Rapids Sports Complex

March 1, 2023 \$28,000.00 (\$14,000.00 each) for Bob Streetar Baseball Field and the Grand Rapids Sports Complex Softball Fields (4);

If a sports season is cancelled due to pandemic, the lease amount above shall be reduced by twenty-five percent (25%).

In addition, Lessee has requested improvements to the practice soccer field at the Grand Rapids Sports Complex, which Lessee will reimburse Lessor for in an amount not to exceed \$25,000. Lessee will make 1/5 payments of the actual cost of improvements for five years (2018, 2019, 2020, 2021, & 2022), with payments on December 1<sup>st</sup> of each year. If either party terminates or does not renew this lease, Lessee shall pay remaining balance in full upon 30 days receipt of an invoice from Lessor.

Lease payments shall be payable to the City of Grand Rapids and mailed or delivered to City Hall. The parties shall conduct a lease rate review in February, 2023. If the parties are unable to reach an agreement on the lease rate, then this lease agreement shall terminate as of June 30, 2023.

## ARTICLE III

**1. Maintenance and Repair:** Lessor shall at all times during the term of this Lease Agreement, at Lessor's own cost and expense, repair and maintain the aforementioned facilities and any improvement or alterations except as otherwise provided in this Article.

**2. Damages:** Lessee shall reimburse Lessor for the reasonable cost to repair and restore

the aforementioned facilities in the event of damage to the premises caused by participants, coaches or other staff, or spectators who are in or upon the aforementioned facilities in conjunction with any of the Lessee's activities or events.

**3. Cleanup:** Although Lessor retains ultimate responsibility for maintenance, Lessee shall perform routine cleanup after its use of the premises, including proper storage of equipment, pick up and proper disposal of litter.

**4. Alterations, Improvements:** Lessee shall not make alterations or improvements to the premises without the advanced written consent of Lessor.

**5. Facility Preparation:** The Lessor shall prepare the aforementioned facilities including mowing, infield dragging, field painting, and disposal of garbage and rest room maintenance. An outfield fence shall be placed on one field at the beginning of the season for varsity game use and will be removed the third week of May. Outfield fences to be installed for invitational tournament and section games only.

#### ARTICLE IV

**1. Term:** The term of this Lease Agreement shall be from July 1, 2022 - June 30, 2023.

#### ARTICLE V

**1. Lessor's Access:** The Lessor shall have the right to enter the leased premises for the purpose of inspecting, repairing, altering or improving the leased facilities or for any other purpose not inconsistent with Exhibit A.

#### ARTICLE VI

**1. Indemnity:** Lessee shall protect, defend, hold harmless and indemnify Lessor against any and all claims, actions, losses, costs, expenses and liabilities, including reasonable attorneys fees for defense, arising out of or in any way related to Lessee's use of the premises or any of Lessee's activities or events, save when said claim, action, loss, cost, expense or liability is proximately caused solely and exclusively by the negligence or breach of this Lease Agreement by Lessor. In case of any action or proceeding brought against Lessor by reason of a claim covered by this Paragraph 11.1, upon notice from Lessor, Lessee covenants to defend such action or proceeding by counsel reasonable satisfactory to Lessor.

**2. Insurance:** Lessee shall maintain throughout the term of this Lease Agreement policy of comprehensive general liability insurance with limits of at least \$330,000 per person and \$750,000.00 per occurrence in 2022 through 2023, naming Lessor as an additional insured. The limit of such insurance policy shall not be less than the City's maximum limits of liability as set forth in Minn. Stat. Sec. 466.04. Said policy of insurance shall be evidenced by a certificate of insurance which shall be placed on file with Lessor by Lessee prior to commencement of occupancy of the premises by Lessee. Each such policy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving Lessor thirty (30) days advance written notice of such change. The policy shall also contain a contractual liability endorsement evidencing insurance coverage for Lessee's indemnification obligation to Lessor under this Lease Agreement.

**3. Liability to Lessee:** Lessor shall not be liable to Lessee or to any employee, student or invitee of Lessee for any claim or cause of action arising out of death, injury, damage to property occurring in, on or about the leased premises except for damages, attributable exclusively to the negligence or breach of this Lease Agreement by Lessor, its employees or agents, by a court of competent jurisdiction.

**4. Liability Limits Not Waived:** Nothing in this Article VI shall cause either Lessor or Lessee to be subject to liability in excess of any statutory limits of liability applicable to Lessor or Lessee.

**ARTICLE VII**


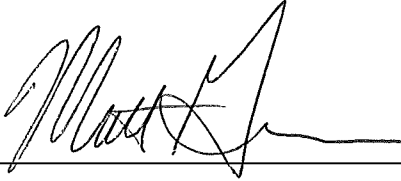
**1. No Partnership:** Nothing contained in this Lease Agreement shall be deemed or construed to create a partnership or joint venture of or between Lessor and Lessee or to create any other relationship between the parties hereto other than that of Lessor and Lessee.

IN WITNESS WHEREOF, the parties have hereto set their hands on the day and year first above written.

Lessor: CITY OF GRAND RAPIDS

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Its City Administrator Its Mayor

Lessee: INDEPENDENT SCHOOL DISTRICT #318

BY:  BY:   
Board Chair Superintendent

'Exhibit A'

**Streetar Field Uses:**

- Boys Varsity and JV Baseball games and practices

**Grand Rapids Sports Complex Uses:**

- Girls Varsity, JV, and Middle School Fastpitch Softball games and practices
- Boys and Girls Varsity and JV Soccer games and practices

*All game and practice schedules will be provided by ISD 318 Activities Director.*

**Tournaments not including Grand Rapids teams:**

- Fastpitch Softball tournaments will be invoiced separately at \$100 per game
- Baseball tournaments will be invoiced separately at \$200 per game





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** June 13, 2022  
**AGENDA ITEM:** Consider approving Septic Check Contract  
**PREPARED BY:** Bob Cahill

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### BACKGROUND:

We currently are conducting business with Septic Check for operation and maintenance of our septic system. The current agreement is for an annual maintenance fee of \$2,000. The attached updated agreement indicates an annual fee of \$2,500. Exhibit a also indicates updated equipment and repair rates.

This is for the Septic System at Pokegama Golf Course. This will be funded from our 2022 operating budget.

### REQUESTED COUNCIL ACTION:

Make a motion to approve the Maintenance Service and Operating Contract for Water and Wastewater Treatment Systems with vendor WEX Companies, Inc DBA Septic Check.

# SEPTIC CHECK

Item 8.

EXPERT SERVICE. LASTING VALUE. CLEAN WATER

March 29, 2022

RE: Updated contract

We have updated our sampling and service contracts for all of our customers whose contracts are outdated or require cost adjustments for the services we provide. Our fees have increased to reflect the rise in cost of transportation, labor, and sampling expenses. Please review, sign and return in the envelope provided.

Thank you,

**Heather Johnson**  
**Maintenance Office Coordinator**

**SEPTIC  CHECK**

[heather@septiccheck.com](mailto:heather@septiccheck.com)

320-983-2447

# SEPTIC CHECK

## MAINTENANCE SERVICE AND OPERATING CONTRACT FOR WATER AND WASTEWATER TREATMENT SYSTEM

It is hereby agreed this 29th day of March 2022 by and between Wex Companies, Inc. DBA Septic Check (Service Provider) and Client:

CLIENT NAME AND SITE ADDRESS	
<b>Owner/Contact:</b>	Steve Ross/Bob Cahill
<b>Client/Company Name:</b>	Pokegama Golf Course/City of Grand Rapids
<b>Site Address:</b>	3910 Golf Course Road
<b>City, State, Zip:</b>	Grand Rapids, MN 55744
<b>Parcel ID:</b>	91-031-2300
<b>LGU or Permitting Authority:</b>	Itasca County

That in consideration of the payments provided herein, the Service Provider shall provide operation and maintenance services for the wastewater treatment system located at the property described in this Contract. The operation and maintenance services to be defined in this Contract include the responsibilities of the Client and Service Provider. The specific tasks shall be agreed upon by the Service Provider and Client as outlined in the Maintenance Service and Operating Contract, Operation and Maintenance Manual, and the Operating Permit of the Local Governmental Unit (LGU) listed above. The Service Provider agrees to make regularly scheduled visits to the facility, oversee and review system operation, provide/oversee sample collection as required, prepare and file reports including those required under the LGU Operating Permit listed above.

**Licensing.** The Service Provider shall maintain its Minnesota Pollution Control Agency licensing at all times. The minimum licensing requirement shall be Service Provider.

**Performance Specifications.** The Service Provider shall perform all services directly or indirectly required under this Contract in a good workmanlike manner consistent with industry standards. The Service Provider warrants that it has the necessary equipment, training, and certification/ license(s) to provide the services required by this Contract. The Client has the right to inspect and may reject any services provided that were not completed in a workmanlike manner.

**Responsibilities.** In no event shall the Service Provider be responsible for special or consequential damages, including but not limited to, loss of time, injury to property, or any other consequential damages or incidental or economic loss due to equipment failure or for any other reason. This Contract does not assume any responsibilities or obligations which are normally the responsibility of the Client as related to parts or labor, and does not extend to cover any costs that are associated to work not outlined in this Contract.



**SCOPE OF WORK:**

Service Provider will provide all the labor and equipment necessary to perform **Basic Service** outlined below:

- **Labor:** Quarterly visits four (4) times per year to perform routine service requirements for the wastewater system.
- **Sampling:** Annual effluent sampling for CBOD, TSS, and FOG collected from the final dose tank to the drainfield systems. Sampling outside of what is required to meet permit requirements, or what is outlined specifically in the Operation and Maintenance Manual will be billed separately.
- **Septic Tanks:** The septic tanks and the pump tanks will be monitored annually for solids accumulation. Service Provider will coordinate tank cleaning and will inspect the tank as it is cleaned. Effluent filters in the final tank will be inspected annually and cleaned as necessary. Tank cleaning by a certified pumper is not included in the basic fee.
- **Aerobic Treatment Unit:** Maintain per manufacturer's recommendations.
- **Pumps:** Pumps will be maintained and cleaned per manufacturer's recommendations. Any parts or repairs necessary beyond general maintenance will be billed separately.
- **Control Panel:** The control panels will be inspected for proper operation. Pump run times and cycle counts will be recorded. Flow will be calculated using this data.
- **Drainfield:** The drainfield will be inspected annually by completing a "walk around" to observe any obvious signs of problems and ponding.
- **Annual Reporting:** Reports will be completed as required by the Permitting Agency. An annual service report and sample report will be submitted to the Client when the work is completed.

**OUTSIDE SCOPE OF WORK:**

**Non-Basic Service** will include items such as alarm response and repairs or maintenance not described in the Basic Service. Labor and transportation for such service are listed in Exhibit A.

The Client is responsible for maintaining the following:

- **Alarm Response:** Service Provider will be available to respond to alarm conditions as notified by the owner or automatic dialer (if installed). A typical response time is three (3) to six (6) hours and within 24 hours. Some alarms may need to be responded to immediately.
- **Repairs:** Parts/material costs will be as needed for each repair. Estimates for repairs can be provided before work starts if you prefer, although some potential alarm conditions may not permit delay. Equipment and repair rates are listed in Exhibit A of this Contract.
- **Collection System Maintenance:** Gravity and pressure collection lines in the system will be maintained by the Client.
- **Tank Pumping:** Tank pumping (as needed) will be invoiced to the Client when work is completed by the Service Provider.

**Site Visits.** During the Contract period, employees and agents of Service Provider will be provided access to the treatment system location for the purpose of operation, testing, and maintenance.

Access will be necessary 24 hours a day, 7 days per week. Unexpected conditions may occur in the process that require unplanned site visits, but Service Provider will make every effort to visit on a schedule agreed to in advance with the Client.

**Monitoring.** The Client will provide the Service Provider with access to remote monitoring capabilities if the treatment system has been constructed with remote monitoring equipment and capabilities. Access includes any utility requirements necessary for remote viewing of the main control panel such as a wireless internet connection, DSL modem, wireless modem, or phone line connection. Only the Client and Service Provider will be provided this access.

**Equipment.** The Client owns all equipment within the wastewater treatment system and is therefore responsible for any repairs and periodic maintenance required to keep the treatment system operating efficiently. The Service Provider will complete all the necessary routine maintenance requirements on behalf of the Client. Major repairs will be coordinated by the Service Provider, but the costs associated with the repairs are to be paid by the Client. The Service Provider will provide all necessary equipment to complete the maintenance tasks outlined in this Contract.

**Sampling Procedure.** Effluent testing will consist of grab samples collected and delivered to a Minnesota State Certified Laboratory for third party independent testing. The samples required and frequencies are outlined by the Operating Permit. Sample handling will be conducted by Service Provider personnel. Costs associated with the sampling and sample delivery are included in the Contract fees. Additional testing outside the requirements of the permit or to be used for trouble shooting will be billed separately.

**Reports.** The Service Provider will compile records of the results and dates of sampling. These records will be delivered to the Client, after the work is completed, and Permitting Agency annually, or more frequently at the Client's request.

**Permit.** The Client will maintain a current Wastewater Disposal Permit with the Permitting Agency at all times. The Service Provider will be available on behalf of the Client to attend meetings involving the Operating Permit. The Service Provider will develop a working relationship with Permitting Agency officials and alert them prior to any changes to the wastewater system operation on behalf of the Client. The Service Provider will make every effort to meet compliance limits set by the Permitting Agency agreement. The Service Provider will complete all the Permitting Agency reporting requirements on behalf of the Client.

**Emergency Service Calls, Alarm Calls, and Repairs.** Emergency services or repairs above and beyond the Contract requirements are outlined in Exhibit A.

**Slug Loads and Accidental Spills.** Service Provider is not responsible for any illicit discharges into the wastewater system that may harm the treatment efficiency such as: accidental release of cleansers/oils/degreaser, slug flows of water or high strength waste, or other chemical discharges. Trucking or hauling the waste may be required in those circumstances.

EXHIBIT A EQUIPMENT AND REPAIR RATES (if applicable)			
SMALL REPAIRS	Hourly Rate	LARGE REPAIRS	Hourly Rate
Labor Rate, Regular Business Hrs 7am-5pm, Monday - Friday	\$100	Large Excavator	\$175
Labor Rate, Before/After Business Hrs	\$130	Mini Excavator	\$150
Large Jetter / Line Cleaning	\$325		
Sewer Camera / Televising	\$325	Skid Steer	\$175

CONTRACT TERMS	
<b>Contract Length:</b>	Upon acceptance of this contract, automatic annual renewal.
<b>Frequency of Regular Service Visits:</b>	4x/year
<b>Cost for Operation and Maintenance Contract:</b>	\$2500/year with annual price increases equivalent to the Regional Consumer Price Index (CPI) to cover variable costs such as fuel, materials, and laboratory fees (average 3% per year approximately).
<b>Basic Service, Billing Amount, and Terms:</b>	\$625 after each regular service visit is complete. All other charges are due net 30 days from the date of the invoice.
<b>Alarm/Emergency Call, and Repair Charges:</b>	See Exhibit A.


**Termination.** The Client or Service Provider may terminate this Contract, without cause, upon 30 days written notice.

**Client:**

Sign: \_\_\_\_\_  
 Signed by: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Service Provider:**

WEX Companies, Inc DBA Septic Check

Sign:   
 Signed by: Brian Koski, Owner, Septic Check  
 Date: \_\_\_\_\_



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** June 13, 2022  
**AGENDA ITEM:** Consider approving golf course employment  
**PREPARED BY:** Bob Cahill

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### **BACKGROUND:**

The golf staff is looking to fill vacancies on our maintenance and starter/ranger staff. Funded by the council approved 2022 golf course operating budget. Employment to begin no sooner than June 14, 2022 and end no later than November 15, 2022.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve the seasonal employment of Bryan Lundquist at \$14.50/hour, Nathan Langlois at \$14.00/hour, both in maintenance and Bill Huson at \$14.00/hour as starter/ranger.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** June 13<sup>th</sup>, 2022

**AGENDA ITEM:** Consider adopting a resolution accepting a \$500,000 grant from the Minnesota Department of Transportation for CP 2022-1, Trunk Highway 2 Lighting Project and authorize the execution of the associated agreement.

**PREPARED BY:** Matt Wegwerth

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### **BACKGROUND:**

This project involves the replacement of 28 street lighting units adjacent to US Highway 2 between 3<sup>rd</sup> Avenue NW and 12<sup>th</sup> Avenue NW. The City has been awarded \$500,000 in Local Partnership Program Funds from the Minnesota Department of Transportation for this project.

### **REQUESTED COUNCIL ACTION:**

Make a motion to adopt a resolution accepting a \$500,000 grant from the Minnesota Department of Transportation and authorize the execution of the associated agreement.

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF GRAND RAPIDS  
COOPERATIVE CONSTRUCTION  
AGREEMENT**

State Project Number (S.P.):	<u>3103-70</u>	Original Amount Encumbered
Trunk Highway Number (T.H.):	<u>2=008</u>	<u>\$500,000.00</u>
State Aid Project Number (S.A.P.):	<u>129-010-005</u>	
City Project Number (C.P.):	<u>2022-1</u>	
Lighting System Feed Point Nos.:	<u>A, B</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Grand Rapids, acting through its City Council ("City").

**Recitals**

1. The City will perform remove concrete sidewalk, remove lighting unit, remove lighting foundation, 4-inch concrete walk, lighting units, 2-inch non-metallic conduit (directional bore), and site restoration construction and other associated construction upon, along, and adjacent to Trunk Highway No. 2 from 12<sup>th</sup> Avenue Northwest to 3<sup>rd</sup> Avenue Northwest according to City-prepared plans, specifications, and special provisions designated by the City as City Project No. 2022-1 and by the State as State Project No. 3103-70 (T.H. 2=008) ("Project"); and
2. The City requests the State participate in the costs of the lighting and concrete sidewalk construction and the State is willing to participate in the costs of said construction and associated construction engineering; and
3. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

**Agreement**

**1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 2.4. State Ownership of Improvements; 5. Maintenance by the City; 10. Liability; Worker Compensation Claims; Insurance; 13. State Audits; 14. Government Data Practices; 15. Governing Law; Jurisdiction; Venue; and 17. Force Majeure.
- 1.4. **Plans, Specifications, and Special Provisions.** State-Aid approved City plans, specifications, and special provisions designated by the City as City Project No. 2022-1 and by the State as State Project No. 3103-70

(T.H. 2=008) are on file in the office of the City's Engineer and incorporated into this Agreement by reference ("Project Plans").

1.5. **Exhibits.** Preliminary Schedule "I" is attached and incorporated into this Agreement.

## 2. Right-of-Way Use

- 2.1. **Limited Right to Occupy.** The State grants to the City (and its contractors and consultants) the right to occupy Trunk Highway Right-of-Way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the project, and administering such construction, and may be revoked by the State at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this project) with the State, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or terms of applicable permits. The State will have no liability to the City (or its contractors or consultants) for revoking this right of occupancy.
- 2.2. **State Access; Suspension of Work; Remedial Measures.** The State's District Engineer or assigned representative retains the right to enter and inspect the Trunk Highway Right-of-Way (including the construction being performed on such right-of-way) at any time and without notice to the City or its contractor. If the State determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then the State may notify and require the City (and its contractors and consultants) to suspend their operations until the City (and its contractors and consultants) take all necessary actions to rectify the situation to the satisfaction of the State. The State will have no liability to the City (or its contractors or consultants) for exercising or failing to exercise its rights under this provision.
- 2.3. **Traffic Control; Worker Safety.** While the City (and its contractors and consultants) are occupying the State's Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All City, contractor, and consultant personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.
- 2.4. **State Ownership of Improvements.** The State will retain ownership of its Trunk Highway Right-of-Way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the City's contractor with respect to such improvements (if any) will flow to the State. The City will assist the State, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the City's consultants and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of the State, the City will undertake such actions as are reasonably necessary to transfer or assign contract rights to the State and to permit subrogation by the State with respect to claims against the City's consultants and contractors.
- 2.5. **Utility Relocation.** The State authorizes the City to issue Notices and Orders for utility relocation in accordance with Minnesota Statutes §161.45 and Minnesota Rules Part 8810.3100 through 8810.3600.

## 3. Contract Award and Construction

- 3.1. **Bids and Award.** The City will receive bids, evaluate Add Alternate No. 1, and award a construction contract to the lowest responsible bidder (or best value proposer), subject to concurrence by the State in

that award, according to the Project Plans. The contract construction will be performed according to the Project Plans.

- 3.2. Bid Documents Furnished by the City.** The City will, within 7 days of opening bids for the construction contract, submit to the State's District Engineer a copy of the low bid and an abstract of all bids together with the City's request for concurrence by the State in the award of the construction contract. The City will not award the construction contract until the State advises the City in writing of its concurrence.
- 3.3. Rejection of Bids.** The City may reject and the State may require the City to reject any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the City will repeat the bidding process in a reasonable period of time, without cost or expense to the State.
- 3.4. Direction, Supervision, and Inspection of Construction.**
- A.** The contract construction will be under the direction of the City and under the supervision of a registered professional engineer; however, the State participation construction covered under this Agreement will be open to inspection by the State District Engineer's authorized representatives. The City will give the District Engineer at Duluth five days' notice of its intention to start the contract construction.
  - B.** Responsibility for the control of materials for the contract construction will be on the City and its contractor and will be carried out according to Specifications No. 1601 through and including No. 1609 in the State's current "Standard Specifications for Construction".
- 3.5. Contaminated Soils and Groundwater within the State's Cost Participation Limits.**
- A. 24 Hour Notification.** The City will notify the State District Engineer's authorized representative a minimum of 24 hours prior to the contractor beginning the excavation and removal of any contaminated soils that have been identified within the Project limits.
  - B. Immediate Notification.** The City will notify the State District Engineer's authorized representative immediately upon the contractor encountering contaminated soils and/or groundwater in areas that are within the Project limits. The City will confer with the State as to the handling, disposal, and any other issues related to contaminated materials found on State Right-of-Way or import of materials onto State Right-of-Way.
  - C. Environmental Consultant.** The City will provide for an Environmental Consultant to be on site to observe and document the excavation, handling, and disposal of contaminated soils that have been identified within the Project limits. If the contractor encounters contaminated materials in areas not previously identified and upon notification by the City to the State, the City hired Environmental Consultant will be provided to collect and analyze soil and/or groundwater samples to determine contaminant levels, work with the landfill for disposal of the soil waste, and provide oversight of any soil and groundwater handling and disposal. The City will not allow the contractor to excavate any contaminated soil unless the Environmental Consultant is present.
- 3.6. Completion of Construction.** The City will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate City official and the State District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.



- 3.7. Plan Changes.** The State will not participate in the cost of any contract construction that is in addition to the State participation construction covered under this Agreement unless the following conditions have been met:
- A. The necessary State funds have been encumbered.
  - B. All changes in the Project Plans and all addenda, change orders, supplemental agreements, and work orders entered into by the City and its contractor for State participation construction are approved in writing by the State District Engineer's authorized representative.
- 3.8. Compliance with Laws, Ordinances, and Regulations.** The City will comply and cause its contractor to comply with all Federal, State, and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on the State's Trunk Highway Right-of-Way, the City will not require the contractor to follow local ordinances or to obtain local permits.

#### 4. Right-of-Way; Easements; Permits

- 4.1. The City will obtain all rights-of-way, easements, construction permits, and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by the State, the City will furnish the State with certified copies of the documents for rights-of-way and easements, construction permits, and other permits and sanctions required for State participation construction covered under this Agreement.
- 4.2. The City will convey to the State by quit claim deed, all newly acquired rights needed for the continuing operation and maintenance of the Trunk Highway, if any, upon completion of the Project, at no cost or expense to the State.
- 4.3. The City will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings, and depiction of utilities affected by the contract construction.
- 4.4. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application for Utility Permit on Trunk Highway Right-of-Way" (Form 2525).

#### 5. Maintenance by the City

Upon completion of the Project, the City will provide the following without cost or expense to the State:

- 5.1. **Storm Sewers.** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation; this also includes informing the District Maintenance Engineer of any needed repairs.
- 5.2. **Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 5.3. **Sidewalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 5.4. **Lighting.** Maintenance and ownership of any new or existing lighting facilities connected to Feed Point A or Feed Point B. Maintenance of electrical lighting systems includes everything within the system, from the

point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pull boxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates, and painting of poles and other equipment. The City will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility.

**5.5. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

## 6. Basis of State Cost

**6.1. Schedule "I".** The Preliminary Schedule "I" includes all anticipated State participation construction items and the construction engineering cost share covered under this Agreement.

**6.2. State Participation Construction.** The State will participate in the following at the percentages indicated. The construction includes the State's proportionate share of item costs for mobilization and traffic control.

- A. 100 Percent will be the State's rate of cost participation in all of the lighting and sidewalk construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I".
- B. 100 Percent will be the State's rate of cost participation in all of the Add Alternate No. 1 construction, if the City includes said construction in the Project. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 3 of the Preliminary Schedule "I".

**6.3. Construction Engineering Costs.** The State will pay a construction engineering charge equal to 8 percent of the total State participation construction covered under this Agreement.

**6.4. Capped State Funds.** The available State funds on this Project are capped at **\$500,000.00**.

**6.5. Addenda, Change Orders, Supplemental Agreements, and Work Orders.** The State will share in the costs of construction contract addenda, change orders, supplemental agreements, and work orders that are necessary to complete the State participation construction covered under this Agreement and are approved in writing by the State District Engineer's authorized representative.

**6.6. Liquidated Damages.** All liquidated damages assessed the City's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

## 7. State Cost and Payment by the State

**7.1. State Cost. \$500,000.00** is the State's estimated share of the costs of the contract construction which includes the construction engineering cost share and a contingency amount as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon review of the construction contract bid documents described in Article 3.2, the State will decide whether to concur in the City's award of the construction

contract and, if so, prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement. The contingency amount is provided to cover the cost difference between the Preliminary Schedule "I" and the Revised Schedule "I", overruns of the plans estimated quantities of State participation construction, and State approved additional construction including construction engineering costs.

- 7.2. Conditions of Payment.** The State will pay the City the State's total estimated construction cost share, which does not include the construction engineering cost share or the contingency amount, as shown in the Revised Schedule "I", after the following conditions have been met:
- A. Encumbrance by the State of the State's total estimated construction cost share, the construction engineering cost share, and the contingency amount, as shown in the Revised Schedule "I".
  - B. Execution of this Agreement and transmittal to the City, including a letter advising of the State's concurrence in the award of the construction contract.
  - C. The State's receipt of a written request from the City for the advancement of funds. The request will include certification by the City that all necessary parties have executed the construction contract.
- 7.3. Limitations of State Payment; No State Payment to Contractor.** The State's participation in the contract construction is limited to the State participation construction shown in Article 7.1, and the State's participation will not change except by a mutually agreed written amendment to this Agreement. The State's payment obligation extends only to the City. The City's contractor is not intended to be and will not be deemed to be a third party beneficiary of this Agreement. The City's contractor will have no right to receive payment from the State. The State will have no responsibility for claims asserted against the City by the City's contractor.
- 7.4. Construction Costs Exceeding Encumbered Amount.** Whenever it appears the cost of the State participation construction covered under this Agreement is about to exceed the current amount of encumbered State funds, the City will notify the State District Engineer's authorized representative in writing prior to performance of the additional State participation construction. Notification will include an estimate in the amount of additional funds necessary to complete the State participation construction including construction engineering costs and the reason(s) why the current amount encumbered will be exceeded. The State will, upon its approval of the additional State participation construction, encumber the necessary additional funds. That action will have the effect of amending this Agreement so as to include the State's share of the costs of the additional construction.

Should the City cause the performance of additional contract construction which would otherwise qualify for State participation construction covered under this Agreement, but for which the State has not previously encumbered funds, that additional contract construction is done at the City's own risk. The City will notify the State District Engineer's authorized representative in writing of the additional State participation construction. Notification will include an estimate in the amount of additional funds necessary to cover the additional State participation construction including construction engineering costs and the reason(s) why the current amount encumbered was exceeded. If the State District Engineer's authorized representative approves the additional State participation construction, the City's claim for compensation along with a request for encumbrance of the necessary additional funds will be submitted to the State's Budget Section for review of compliance with Minnesota Statutes § 16A.15, subdivision 3, but no guarantee is made that the claim will be approved by the State's Budget Section. If the claim for compensation and the request for encumbrance of the necessary additional funds are approved by the State's Budget Section, that action will have the effect of amending this Agreement so as to include the State's share of the costs of the additional construction.

**7.5. Records Keeping and Invoicing by the City.** The State will provide the City with a Payment Processing Package containing a Modified Schedule "I" form, instructions, and samples of documents for processing final payment of the State participation construction covered under this Agreement.

The City will keep records and accounts that enable it to provide the State with the following prior to final payment:

- A. A copy of the Modified Schedule "I" which includes final quantities of State participation construction.
- B. Copies of the City contractor's invoice(s) covering all contract construction.
- C. Copies of the endorsed and canceled City warrant(s) or check(s) paying for final contract construction, or computer documentation of the warrant(s) issued, certified by an appropriate City official that final construction contract payment has been made.
- D. Copies of all construction contract change orders, supplemental agreements, and work orders.
- E. A certification form, attached to a copy of the Final Schedule "I", both provided by the State. The certification form will be signed by the City's Engineer in charge of the contract construction attesting to the following:
  - i. Satisfactory performance and completion of all contract construction according to the Project Plans.
  - ii. Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to the State's current "Standard Specifications for Construction".
  - iii. Full payment by the City to its contractor for all contract construction.
- F. When requested, copies certified by the City's Engineer, of material sampling reports and material testing results for the materials furnished for the contract construction.
- G. A copy of the "as built" plan sent to the District Engineer.
- H. A formal invoice (original and signed) in the amount due the City as shown in the Final Schedule "I".

**7.6. Final Payment by the State.** Upon completion of all contract construction, the State will prepare a Final Schedule "I" according to the procedures detailed in the Payment Processing Package and submit a copy to the City. The Final Schedule "I" will be based on final quantities, and include all State participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the State participation construction exceeds the amount of funds advanced by the State, the State will pay the difference to the City without interest. If the final cost of the State participation construction is less than the amount of funds advanced by the State, the City will refund the difference to the State without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

## **8. Authorized Representatives**

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

**8.1.** The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)  
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155  
Telephone: (651) 366-4634  
E-Mail: malaki.ruranika@state.mn.us

**8.2.** The City's Authorized Representative will be:

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

**9. Assignment; Amendments; Waiver; Contract Complete**

- 9.1. *Assignment.*** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 9.2. *Amendments.*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 9.3. *Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 9.4. *Contract Complete.*** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**10. Liability; Worker Compensation Claims; Insurance**

- 10.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).
- 10.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
- 10.3.** The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

**11. Nondiscrimination**

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

## 12. Title VI/Non-discrimination Assurances

The City agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). The City will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of the City's compliance with this provision. The City must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making City staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

## 13. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

## 14. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

## 15. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 16. Termination; Suspension

**16.1. *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

**16.2. *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

**16.3. *Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

## 17. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond

a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

**STATE ENCUMBRANCE VERIFICATION**

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

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

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

SWIFT Purchase Order: 3000644697

**CITY OF GRAND RAPIDS**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

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

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

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

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

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

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

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: \_\_\_\_\_  
(District Engineer)

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

Approved:

By: \_\_\_\_\_  
(State Design Engineer)

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

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With Delegated Authority)

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



**PRELIMINARY SCHEDULE "I"**  
**Agreement No. 1050627**  
**City of Grand Rapids**

S.P. 3103-70 (T.H. 2=008)

Preliminary: June 1, 2022

State Funds

Remove concrete sidewalk, remove lighting unit, remove lighting foundation, 4-inch concrete walk, lighting units, 2-inch non-metallic conduit (directional bore), and site restoration construction performed under City contract with \_\_\_\_\_ located on T.H. 2 from 12th Ave. NW to 3rd Ave. NW

STATE COST PARTICIPATION	
Work Items (From Sheet No. 2)	386,024.25
(1) Add Alternate No. 1 (From Sheet No. 3)	8,712.50
(2) Subtotal	\$394,736.75
Construction Engineering (8%)	31,578.94
Subtotal	\$426,315.69
(3) Contingency Amount	73,684.31
<b>(4) Encumbered Amount</b>	<b>\$500,000.00</b>

- (1) The City will decide whether or not to include Add Alternate No. 1 at letting
- (2) Amount of advance payment as described in Article 7 of the Agreement (estimated amount)
- (3) For the State's use only as described in Article 7.1 of the Agreement
- (4) State funds capped at \$500,000.00

(1) 100% STATE

1050 Item 10.

ITEM NUMBER	S.P. 3103-70 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2011.601	AS BUILT	LUMP SUM	1.00	2,500.00	2,500.00
2011.601	CONSTRUCTION SURVEYING	LUMP SUM	1.00	2,500.00	2,500.00
2021.501	MOBILIZATION	LUMP SUM	1.00	26,000.00	26,000.00
2104.502	REMOVE LIGHT FOUNDATION	EACH	27.00	600.00	16,200.00
2104.502	REMOVE LIGHTING UNIT	EACH	26.00	550.00	14,300.00
2104.502	REMOVE SERVICE EQUIPMENT	EACH	2.00	350.00	700.00
2104.502	REMOVE SIGN	EACH	1.00	75.00	75.00
2104.502	REMOVE SIGN PANEL	EACH	6.00	75.00	450.00
2104.503	REMOVE OVERHEAD CABLE	LIN FT	1,180.00	1.50	1,770.00
2104.503	REMOVE UNDERGROUND WIRE	LIN FT	3,275.00	1.25	4,093.75
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	20.00	3.00	60.00
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	529.00	3.00	1,587.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	6.00	4.00	24.00
2104.518	REMOVE CONCRETE SIDEWALK	SQ FT	1,998.00	2.00	3,996.00
2105.607	COMMON EXCAVATION	CU YD	25.00	30.00	750.00
2211.607	AGGREGATE BASE (CV) CLASS 5	CU YD	24.00	50.00	1,200.00
2231.604	BITUMINOUS PATCH SPECIAL	SQ YD	6.00	100.00	600.00
2521.618	4" CONCRETE WALK	SQ FT	1,998.00	5.50	10,989.00
2545.502	LIGHT FOUNDATION DESIGN E MODIFIED	EACH	18.00	1,250.00	22,500.00
2545.502	LIGHTING UNIT TYPE SPECIAL 1	EACH	8.00	5,750.00	46,000.00
2545.502	LIGHTING UNIT TYPE SPECIAL 2	EACH	10.00	5,900.00	59,000.00
2545.502	SERVICE CABINET	EACH	1.00	6,850.00	6,850.00
2545.502	EQUIPMENT PAD	EACH	1.00	1,550.00	1,550.00
2545.503	2" NON-METALLIC CONDUIT (DIRECTIONAL BORE)	LIN FT	4,925.00	25.00	123,125.00
2545.503	UNDERGROUND WIRE 1/C 2 AWG	LIN FT	300.00	2.40	720.00
2545.503	UNDERGROUND WIRE 1/C 6 AWG	LIN FT	10,250.00	1.70	17,425.00
2545.503	UNDERGROUND WIRE 1/C 8 AWG	LIN FT	5,125.00	1.50	7,687.50
2563.601	TRAFFIC CONTROL	LUMP SUM	1.00	5,000.00	5,000.00
2564.518	SIGN PANELS TYPE C	SQ FT	12.44	50.00	622.00
2564.618	SIGN TYPE C	SQ FT	11.00	50.00	550.00
2575.602	SITE RESTORATION	EACH	36.00	200.00	7,200.00
				<b>TOTAL</b>	<b>\$386,024.25</b>
	<b>(1) 100% STATE</b>			<b>\$386,024.25</b>	State Funds capped at \$500,000.00

ITEM NUMBER	S.P. 3103-70 ADD ALTERNATE NO. 1 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
2545.503	UNDERGROUND WIRE 1/C 6 AWG	LIN FT	5,125.00	1.70	8,712.50
<b>TOTAL</b>					<b>\$8,712.50</b>
<b>(2) 100% STATE</b>			<b>\$8,712.50</b>	State Funds capped at \$500.000.00	

Data is considered Non-public prior to project award.

**CITY OF GRAND RAPIDS**

**RESOLUTION**

IT IS RESOLVED that the City of Grand Rapids enter into MnDOT Agreement No. 1050627 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City of the State's share of the costs of the lighting and concrete sidewalk construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 2 from 12<sup>th</sup> Avenue Northwest to 3<sup>rd</sup> Avenue Northwest within the corporate City limits under State Project No. 3103-70.

IT IS FURTHER RESOLVED that the Mayor and the \_\_\_\_\_  
(Title)  
are authorized to execute the Agreement and any amendments to the Agreement.

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Grand Rapids at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2022

Notary Public \_\_\_\_\_

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)

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

RESOLUTION NO. 22-

A RESOLUTION ACCEPTING A \$500,000 GRANT FROM THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR CP 2022-1, TRUNK HIGHWAY 2 LIGHTING PROJECT

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

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

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the \$500,000 grant from the Minnesota Department of Transportation for CP 2022-1, Trunk Highway 2 Lighting Project and furthermore authorizes the Mayor to execute the associated agreement.

Adopted this 13<sup>th</sup> day of June, 2022.

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

Attest:

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

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** June 13, 2022

**AGENDA ITEM:** Consider approving temporary liquor licenses for MacRostie Art Center First Friday Events

**PREPARED BY:** Kimberly Gibeau

---

### BACKGROUND:

MacRostie Art Center has submitted applications for temporary permits to serve alcohol for First Friday events as follows:

July 1, 2022, August 5, 2022, September 2, 2022, October 7, 2022, November 4, 2022, December 2, 2022

Fees and insurance information have been submitted.

### REQUESTED COUNCIL ACTION:

Make a motion to approve temporary liquor permits for MacRostie Art Center for First Friday events as scheduled.



**Minnesota Department of Public Safety  
Alcohol and Gambling Enforcement Division  
445 Minnesota Street, Suite 222, St. Paul, MN 55101  
651-201-7500 Fax 651-297-5259 TTY 651-282-6555  
APPLICATION AND PERMIT FOR A 1 DAY  
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization MacRostie Art Center		Date organized 11/1966	Tax exempt number 23-7105948
Address 405 NW 1st Ave	City Grand Rapids	State Minnesota	Zip Code 55744
Name of person making application Katie Marshall		Business phone 218-326-2697	Home phone 218-326-2046
Date(s) of event Friday, July 1, 2022	Type of organization <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit		
Organization officer's name Heidi Holtan	City Grand Rapids	State Minnesota	Zip Code 55744
Organization officer's name Erin Whight	City Grand Rapids	State Minnesota	Zip Code 55744
Organization officer's name Aaron Olson-Reiners	City Grand Rapids	State Minnesota	Zip Code 55744
Organization officer's name Bruce Bartos	City Grand Rapids	State Minnesota	Zip Code 55744

Location where permit will be used. If an outdoor area, describe.

Galleries and studios at MacRostie Art Center, 405 NW 1st Avenue, Grand Rapids, MN 55744

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

N/A

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

**Employers Mutual Casualty Company, \$1,000,000**

**APPROVAL**

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of Grand Rapids	June 13, 2022
City or County approving the license	Date Approved
\$20.00	July 1, 2022
Fee Amount	Permit Date
June 2, 2022	kgibeau@ci.grand-rapids.mn.us
Date Fee Paid	City or County E-mail Address
	218-326-7600
	City or County Phone Number
<i>Kimberly Gibeau</i>	Approved Director Alcohol and Gambling Enforcement
Signature City Clerk or County Official	

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.  
PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO [AGE.TEMPORARYAPPLICATION@STATE.MN.US](mailto:AGE.TEMPORARYAPPLICATION@STATE.MN.US)



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555
APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

Name of organization: MacRostie Art Center
Date organized: 11/1966
Tax exempt number: 23-7105948

Address: 405 NW 1st Ave
City: Grand Rapids
State: Minnesota
Zip Code: 55744

Name of person making application: Katie Marshall
Business phone: 218-326-2697
Home phone: 218-326-2046

Date(s) of event: Friday, August 5, 2022
Type of organization: Other non-profit

Organization officer's name: Heidi Holtan
City: Grand Rapids
State: Minnesota
Zip Code: 55744

Organization officer's name: Erin Whight
City: Grand Rapids
State: Minnesota
Zip Code: 55744

Organization officer's name: Aaron Olson-Reiners
City: Grand Rapids
State: Minnesota
Zip Code: 55744

Organization officer's name: Bruce Bartos
City: Grand Rapids
State: Minnesota
Zip Code: 55744

Location where permit will be used. If an outdoor area, describe.

Galleries and studios at MacRostie Art Center, 405 NW 1st Avenue, Grand Rapids, MN 55744

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

N/A

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

Employers Mutual Casualty Company, \$1,000,000

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of Grand Rapids
City or County approving the license
\$20
Fee Amount
June 2, 2022
Date Fee Paid

June 13, 2022
Date Approved
August 5, 2022
Permit Date
kgibeau@ci.grand-rapids.mn.us
City or County E-mail Address
218-326-7600
City or County Phone Number

Signature City Clerk or County Official
Kimberly Gibeau

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.
PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT
BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US





**Minnesota Department of Public Safety  
Alcohol and Gambling Enforcement Division  
445 Minnesota Street, Suite 222, St. Paul, MN 55101  
651-201-7500 Fax 651-297-5259 TTY 651-282-6555  
APPLICATION AND PERMIT FOR A 1 DAY  
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization MacRostie Art Center		Date organized 11/1966	Tax exempt number 23-7105948
Address 405 NW 1st Ave	City Grand Rapids	State Minnesota	Zip Code 55744
Name of person making application Katie Marshall		Business phone 218-326-2697	Home phone 218-326-2046
Date(s) of event Friday, September 2, 2022	Type of organization <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit		
Organization officer's name Heidi Holtan	City Grand Rapids	State Minnesota	Zip Code 55744
Organization officer's name Erin Whight	City Grand Rapids	State Minnesota	Zip Code 55744
Organization officer's name Aaron Olson-Reiners	City Grand Rapids	State Minnesota	Zip Code 55744
Organization officer's name Bruce Bartos	City Grand Rapids	State Minnesota	Zip Code 55744

Location where permit will be used. If an outdoor area, describe.

Galleries and studios at MacRostie Art Center, 405 NW 1st Avenue, Grand Rapids, MN 55744

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

N/A

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

**Employers Mutual Casualty Company, \$1,000,000**

**APPROVAL**

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of Grand Rapids  
 \_\_\_\_\_  
 City or County approving the license  
 \$20  
 \_\_\_\_\_  
 Fee Amount  
 June 2, 2022  
 \_\_\_\_\_  
 Date Fee Paid

June 13, 2022  
 \_\_\_\_\_  
 Date Approved  
 September 2, 2022  
 \_\_\_\_\_  
 Permit Date  
 kgibeau@ci.grand-rapids.mn.us  
 \_\_\_\_\_  
 City or County E-mail Address  
 218-326-7600  
 \_\_\_\_\_  
 City or County Phone Number

*Kimberly Gibeau*  
 \_\_\_\_\_  
 Signature City Clerk or County Official

\_\_\_\_\_  
 Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.  
 PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT  
 BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO [AGE.TEMPORARYAPPLICATION@STATE.MN.US](mailto:AGE.TEMPORARYAPPLICATION@STATE.MN.US)



**Minnesota Department of Public Safety  
Alcohol and Gambling Enforcement Division  
445 Minnesota Street, Suite 222, St. Paul, MN 55101  
651-201-7500 Fax 651-297-5259 TTY 651-282-6555  
APPLICATION AND PERMIT FOR A 1 DAY  
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization: MacRostie Art Center  
Date organized: 11/1966  
Tax exempt number: 23-7105948

Address: 405 NW 1st Ave  
City: Grand Rapids  
State: Minnesota  
Zip Code: 55744

Name of person making application: Katie Marshall  
Business phone: 218-326-2697  
Home phone: 218-326-2046

Date(s) of event: Friday, October 7, 2022  
Type of organization:  Club  Charitable  Religious  Other non-profit

Organization officer's name: Heidi Holtan  
City: Grand Rapids  
State: Minnesota  
Zip Code: 55744

Organization officer's name: Erin Whight  
City: Grand Rapids  
State: Minnesota  
Zip Code: 55744

Organization officer's name: Aaron Olson-Reiners  
City: Grand Rapids  
State: Minnesota  
Zip Code: 55744

Organization officer's name: Bruce Bartos  
City: Grand Rapids  
State: Minnesota  
Zip Code: 55744

Location where permit will be used. If an outdoor area, describe.

Galleries and studios at MacRostie Art Center, 405 NW 1st Avenue, Grand Rapids, MN 55744

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

N/A

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

**Employers Mutual Casualty Company, \$1,000,000**

**APPROVAL**

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of Grand Rapids  
City or County approving the license  
\$20  
Fee Amount  
June 2, 2022  
Date Fee Paid

June 13, 2022  
Date Approved  
October 7, 2022  
Permit Date  
kgibeau@ci.grand-rapids.mn.us  
City or County E-mail Address  
218-326-7600  
City or County Phone Number

*Kimberly Gibeau*  
Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



Minnesota Department of Public Safety  
 Alcohol and Gambling Enforcement Division  
 445 Minnesota Street, Suite 222, St. Paul, MN 55101  
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY  
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization MacRostie Art Center		Date organized 11/1966	Tax exempt number 23-7105948
Address 405 NW 1st Ave	City Grand Rapids	State Minnesota	Zip Code 55744
Name of person making application Katie Marshall		Business phone 218-326-2697	Home phone 218-326-2046
Date(s) of event Friday, November 4, 2022	Type of organization <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit		
Organization officer's name Heidi Holtan	City Grand Rapids	State Minnesota	Zip Code 55744
Organization officer's name Erin Whight	City Grand Rapids	State Minnesota	Zip Code 55744
Organization officer's name Aaron Olson-Reiners	City Grand Rapids	State Minnesota	Zip Code 55744
Organization officer's name Bruce Bartos	City Grand Rapids	State Minnesota	Zip Code 55744

Location where permit will be used. If an outdoor area, describe.

Galleries and studios at MacRostie Art Center, 405 NW 1st Avenue, Grand Rapids, MN 55744

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

N/A

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

**Employers Mutual Casualty Company, \$1,000,000**

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of Grand Rapids  
 \_\_\_\_\_  
 City or County approving the license  
 \$20  
 \_\_\_\_\_  
 Fee Amount  
 June 2, 2022  
 \_\_\_\_\_  
 Date Fee Paid

June 13, 2022  
 \_\_\_\_\_  
 Date Approved  
 November 4, 2022  
 \_\_\_\_\_  
 Permit Date  
 kgibeau@ci.grand-rapids.mn.us  
 \_\_\_\_\_  
 City or County E-mail Address  
 218-326-7600  
 \_\_\_\_\_  
 City or County Phone Number

*Kimberly Gibeau*  
 \_\_\_\_\_  
 Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO [AGE.TEMPORARYAPPLICATION@STATE.MN.US](mailto:AGE.TEMPORARYAPPLICATION@STATE.MN.US)



**Minnesota Department of Public Safety  
Alcohol and Gambling Enforcement Division  
445 Minnesota Street, Suite 222, St. Paul, MN 55101  
651-201-7500 Fax 651-297-5259 TTY 651-282-6555  
APPLICATION AND PERMIT FOR A 1 DAY  
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization MacRostie Art Center		Date organized 11/1966	Tax exempt number 23-7105948
Address 405 NW 1st Ave	City Grand Rapids	State Minnesota	Zip Code 55744
Name of person making application Katie Marshall		Business phone 218-326-2697	Home phone 218-326-2046
Date(s) of event Friday, December 2, 2022	Type of organization <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit		
Organization officer's name Heidi Holtan	City Grand Rapids	State Minnesota	Zip Code 55744
Organization officer's name Erin Whight	City Grand Rapids	State Minnesota	Zip Code 55744
Organization officer's name Aaron Olson-Reiners	City Grand Rapids	State Minnesota	Zip Code 55744
Organization officer's name Bruce Bartos	City Grand Rapids	State Minnesota	Zip Code 55744

Location where permit will be used. If an outdoor area, describe.

Galleries and studios at MacRostie Art Center, 405 NW 1st Avenue, Grand Rapids, MN 55744

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

N/A

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

**Employers Mutual Casualty Company, \$1,000,000**

**APPROVAL**

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of Grand Rapids  
 \_\_\_\_\_  
 City or County approving the license  
 \$20  
 \_\_\_\_\_  
 Fee Amount  
 June 2, 2022  
 \_\_\_\_\_  
 Date Fee Paid

December 2, 2022  
 \_\_\_\_\_  
 Date Approved  
 December 2, 2022  
 \_\_\_\_\_  
 Permit Date  
 kgibeau@ci.grand-rapids.mn.us  
 \_\_\_\_\_  
 City or County E-mail Address  
 218-326-7600  
 \_\_\_\_\_  
 City or County Phone Number

*Kimberly Gibeau*  
 \_\_\_\_\_  
 Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO [AGE.TEMPORARYAPPLICATION@STATE.MN.US](mailto:AGE.TEMPORARYAPPLICATION@STATE.MN.US)



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** June 13<sup>th</sup>, 2022

**AGENDA ITEM:** Consider approval of purchasing additional fencing for the proposed construction at the Civic Center.

**PREPARED BY:** Matt Wegwerth

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### BACKGROUND:

The Public Works Department purchased fencing last year for the construction at the Civic Center as well as other city projects, festivals and concerts. It has been determined the Civic Center project will require additional fencing to secure the site. Attached is the quote for the additional fencing required.

### REQUESTED COUNCIL ACTION:

Make a motion to approve purchasing additional fencing for the proposed construction at the Civic Center.

# Iron Oakes Fencing

# JOB ESTIMATE

4295 Davis Road 218-247-7219 Phone  
Grand Rapids, MN 55744 218-247-7219 FAX

Date: 31-May-22

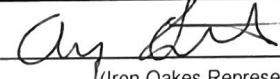
City of Grand Rapids  
Att: Kevin Koetz  
420 North Pokegama Ave.  
Grand Rapids, MN 55744  
  
Kevin Mobile: 218-398-5201  
[kkoetz@ci.grand-rapids.mn.us](mailto:kkoetz@ci.grand-rapids.mn.us)

Sale of:  
1,200' of 12' temporary fence panels filled with chain link.  
75 temp fence stabilizers compatible with Broadfence premium panel system  
30 Broadfence thermal plastic bases at no cost

ITEMIZED ESTIMATE: TIME AND MATERIALS	AMOUNT
<p><b>Materials and Installation:</b> Panels: 6' high x 12' long includes bases, and clamps  Bases are thermal plastic</p> <p><b>Materials and Delivery:</b></p> <p>Kevin: Thank you for contacting us for a quote; hopefully the above is acceptable and we can do the work for you.</p>	28,865.00
<b>TOTAL ESTIMATED JOB COST</b>	<b>\$28,865.00</b>

This is an estimate only, not a contract. This estimate is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise. We will contact Gopher One Call to locate underground utilities; the customer is responsible for locating any private utility lines such as LP gas, wiring to garage from house, etc.

**Payment Requirements: One half down, balance upon completion. Once signed, this estimate becomes a contract.**

 _____ (Iron Oakes Representative)	6/2/22 _____ (Date)	_____ (Customer Signature)	_____ (Date)
		_____ (Customer Signature)	_____ (Date)



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** June 13, 2022

**AGENDA ITEM:** Adopt a resolution approving LG214 Premises Permit Application for Community Charities of Minnesota

**PREPARED BY:** Kim Gibeau

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### BACKGROUND:

Community Charities of Minnesota has submitted an application to conduct off-site gambling at Boulder Tap House. Minnesota State Gambling Board requires adoption of a Resolution by the City Council prior to issuing permit. Community Charities of Minnesota meets all required conditions for requested permit.

### REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution approving LG214 Premises Permit for Community Charities of Minnesota.

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

RESOLUTION NO. 22-\_\_\_\_\_

RESOLUTION APPROVING COMMUNITY CHARITIES OF MINNESOTA LG214 PREMISES PERMIT

WHEREAS, the Community Charities of Minnesota has presented the City Council of Grand Rapids a LG214 Premises Permit application to conduct gambling at the Pokegama Grill, 3910 Golf Course Road, Grand Rapids, Minnesota; and

WHEREAS, the Gambling Control board may not issue a Premises Permit without City Council approval.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Grand Rapids approves the LG214 Premises Permit Application for Community Charities of Minnesota to conduct gambling at the Pokegama Grill, 1301 Golf Course Road, Grand Rapids, Minnesota.

Adopted by the City Council this 12<sup>th</sup> day of June, 2022.

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

ATTEST:

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

Councilor \_\_\_\_\_ seconded the foregoing resolution and the following voted in favor thereof: \_\_\_\_\_; and the following voted against the same:

\_\_\_\_, whereby the resolution was declared duly passed and adopted.



MINNESOTA LAWFUL GAMBLING  
**LG214 Premises Permit Application**

**Annual Fee \$150 (NON-REFUNDABLE)**

**REQUIRED ATTACHMENTS TO LG214**

1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
2. \$150 annual premises permit fee, for each permit (non-refundable). Make check payable to **"State of Minnesota."**

**Mail the application and required attachments to:**  
 Minnesota Gambling Control Board  
 1711 West County Road B, Suite 300 South  
 Roseville, MN 55113

**Questions?** Call 651-539-1900 and ask for Licensing.

**ORGANIZATION INFORMATION**

Organization Name: VFW POST 1720 PONTI-PETERSON License Number: 00356

Chief Executive Officer (CEO) MICHAEL RANDALL Daytime Phone: 2183269937

Gambling Manager: STEVAN HEIM Daytime Phone: 2183269937

**GAMBLING PREMISES INFORMATION**

Current name of site where gambling will be conducted: BOULDER TAP HOUSE

List any previous names for this location:  
\_\_\_\_\_

Street address where premises is located: 1001 SOUTH POKEGAMA AVE  
(Do not use a P.O. box number or mailing address.)

City: <b>OR</b> Township:	County:	Zip Code:
GRAND RAPIDS	ITASCA	55744

Does your organization own the building where the gambling will be conducted?  
 Yes  No **If no, attach LG215 Lease for Lawful Gambling Activity.**

A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site?  Yes  No  Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site?  Yes  No  Don't know

**GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA**

Bank Name: WOODLAND BANK Bank Account Number: 520213

Bank Street Address: 2610 SOUTH HWY 169 City: GRAND RAPIDS State: **MN** Zip Code: 55744

**ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES**

Address (Do not use a P.O. box number):	City:	State:	Zip Code:
_____	_____	<b>MN</b>	_____
_____	_____	<b>MN</b>	_____
_____	_____	<b>MN</b>	_____

**ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION**

<p><b>CITY APPROVAL</b> <b>for a gambling premises</b> <b>located within city limits</b></p> <p>City Name: _____</p> <p>Date Approved by City Council: _____</p> <p>Resolution Number: _____ (If none, attach meeting minutes.)</p> <p>Signature of City Personnel: _____</p> <p>_____</p> <p>Title: _____ Date Signed: _____</p> <div style="border: 1px solid black; padding: 10px; text-align: center; margin: 20px auto; width: 80%;"> <p><b>Local unit of government must sign.</b></p> </div>	<p><b>COUNTY APPROVAL</b> <b>for a gambling premises</b> <b>located in a township</b></p> <p>County Name: _____</p> <p>Date Approved by County Board: _____</p> <p>Resolution Number: _____ (If none, attach meeting minutes.)</p> <p>Signature of County Personnel: _____</p> <p>_____</p> <p>Title: _____ Date Signed: _____</p> <p>TOWNSHIP NAME: _____</p> <p><b>Complete below only if required by the county.</b> On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>_____</p> <p>Title: _____ Date Signed: _____</p>
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**ACKNOWLEDGMENT AND OATH**

<ol style="list-style-type: none"> <li>1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises.</li> <li>2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law.</li> <li>3. I have read this application and all information submitted to the Board is true, accurate, and complete.</li> <li>4. All required information has been fully disclosed.</li> <li>5. I am the chief executive officer of the organization.</li> </ol>	<ol style="list-style-type: none"> <li>6. I assume full responsibility for the fair and lawful operation of all activities to be conducted.</li> <li>7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them.</li> <li>8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect.</li> <li>9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license.</li> <li>10. I understand the fee is non-refundable regardless of license approval/denial.</li> </ol>
<p>Signature of Chief Executive Officer (designee may not sign)</p>	<p style="text-align: right; font-size: 1.2em;">10-1-21</p> <p>Date</p>

<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public</p>	<p>information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information;</p>	<p>Minnesota's Department of Public Safety, Attorney General, Commissioners of Administration, Minnesota Management &amp; Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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This form will be made available in alternative format, i.e. large print, braille, upon request.

*An equal opportunity employer*

LG215 Lease for Lawful Gambling Activity

LEASE INFORMATION		
Organization:	License/Site Number:	Daytime Phone:
VFW PONT-PETERSON	00356	2183269937
Address:	City:	State: Zip:
1212 NW 4TH ST	GRAND RAPIDS	MN 55744
Name of Leased Premises:	Street Address:	
BOULDER TAP HOUSE	1001 SOUTH POKEGAMA AVE	
City:	State: Zip:	Daytime Phone:
GRAND RAPIDS	MN 55744	2189990211
Name of Legal Owner:	Business/Street Address:	
SUPERIOR ALES, LLC	1001 SOUTH POKEGAMA AVE	
City:	State: Zip:	Daytime Phone:
GRRAND RAPIDS	MN 55744	2189990211
Name of Lessor (if same as legal owner, write "SAME"):	Address:	
RICK LAMPTON	1001 SOUTH POKEGAMA AVE	
City:	State: Zip:	Daytime Phone:
GRAND RAPIDS	MN 55744	2189990211
Check applicable item:		
<input checked="" type="checkbox"/> <b>New or amended lease.</b> Effective date: <u>11/01/2021</u> . Submit changes at least ten days before the effective date of the change.		
<input type="checkbox"/> <b>New owner.</b> Effective date: _____. Submit new lease within ten days after new lessor assumes ownership.		
<b>CHECK ALL ACTIVITY THAT WILL BE CONDUCTED (no lease required for raffles)</b>		
<input checked="" type="checkbox"/> Pull-Tabs (paper)	<input checked="" type="checkbox"/> Electronic Pull-Tabs	
<input checked="" type="checkbox"/> Pull-Tabs (paper) with dispensing device	<input checked="" type="checkbox"/> Electronic Linked Bingo	
<input checked="" type="checkbox"/> Bar Bingo <input type="checkbox"/> Bingo	Electronic games may only be conducted:	
<input checked="" type="checkbox"/> Tipboards	1. at a premises licensed for the on-sale of intoxicating liquor or the on-sale of 3.2% malt beverages; or	
<input checked="" type="checkbox"/> Paddlewheel <input type="checkbox"/> Paddlewheel with table	2. at a premises where bingo is conducted as the primary business and has a seating capacity of at least 100.	
<b>PULL-TAB, TIPBOARD, AND PADDLEWHEEL RENT (separate rent for booth and bar ops)</b>		
<b>BOOTH OPERATION:</b> Some or all sales of gambling equipment are conducted by an employee/volunteer of a licensed organization at the leased premises.		
<b>ALL GAMES, including electronic games:</b> Monthly rent to be paid: _____%, not to exceed 10% of gross profits for that month.		
• Total rent paid from all organizations for only booth operations at the leased premises may not exceed \$1,750.		
• The rent cap does not include BAR OPERATION rent for electronic games conducted by the lessor.		
<b>BAR OPERATION:</b> All sales of gambling equipment conducted by the lessor or lessor's employee.		
<b>ELECTRONIC GAMES:</b> Monthly rent to be paid: <u>15</u> %, not to exceed 15% of the gross profits for that month from electronic pull-tab games and electronic linked bingo games.		
<b>ALL OTHER GAMES:</b> Monthly rent to be paid: <u>20</u> %, not to exceed 20% of gross profits from all other forms of lawful gambling.		
• If any booth sales conducted by a licensed organization at the premises, rent may not exceed 10% of gross profits for that month and is subject to booth operation \$1,750 cap.		
<b>BINGO RENT (for leased premises where bingo is the primary business conducted, such as bingo hall)</b>		
Bingo rent is limited to one of the following:		
• Rent to be paid: _____%, not to exceed 10% of the monthly gross profit from all lawful gambling activities held during bingo occasions, excluding bar bingo.		
- OR -		
• Rate to be paid: \$ _____ per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor.		
⇒ Rent may not be paid for bar bingo.		
⇒ Bar bingo does not include bingo games linked to other permitted premises.		
<b>LEASE TERMINATION CLAUSE (must be completed)</b>		
The lease may be terminated by either party with a written <u>30</u> day notice. Other terms:		

**LG215 Lease for Lawful Gambling Activity**

**Lease Term:** The term of this agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).

**Management:** The owner of the premises or the lessor will not manage the conduct of lawful gambling at the premises. The organization may not conduct any activity on behalf of the lessor on the leased premises.

**Participation as Players Prohibited:** The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes, Section 349.181.

**Illegal Gambling:** The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes, Section 349.18, Subd. 1(a).

To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes, Section 609.75.

Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, item H, or Minnesota Statutes, Section 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or to the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.

**Other Prohibitions:** The lessor will not impose restrictions on the organization with respect to providers (distributor or linked bingo game provider) of gambling-related equipment and services or in the use of net profits for lawful purposes.

The lessor, the lessor's immediate family, any person residing in the same residence as the lessor, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.

**Access to Permitted Premises:** Consent is given to the Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel to enter and inspect the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the premises during any time reasonable and when necessary for the conduct of lawful gambling.

**Lessor Records:** The lessor must maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3-1/2 years.

**Rent All-Inclusive:** Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to:


- trash removal
- electricity, heat
- snow removal
- storage
- janitorial and cleaning services
- other utilities or services
- lawn services
- security, security monitoring
- cost of any communication network or service required to conduct electronic pull-tabs games or electronic bingo
- in the case of bar operations, cash shortages.


Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Board. Rent payments may not be made to an individual.

**ACKNOWLEDGMENT OF LEASE TERMS**

I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are subject to the approval of the director of the Gambling Control Board.

Other terms of the lease:

Signature of Lessor:  Date: 9-24-21  
 Print Name and Title of Lessor: Rick Lampton - owner

Signature of Organization Official (Lessee):  Date: 9-30-21  
 Print Name and Title of Lessee: Mike Rendell - owner

**Questions?** Contact the Licensing Section, Gambling Control Board, at 651-539-1900. This publication will be made available in alternative format (i.e. large print, braille) upon request. **Data privacy notice:** The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

**Mail or fax lease to:**  
 Minnesota Gambling Control Board  
 1711 W. County Road B, Suite 300 South  
 Roseville, MN 55113  
 Fax: 651-639-4032



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** June 13, 2022

**AGENDA ITEM:** Consider hiring Mark Stish on a temporary basis in the Public Works Department.

**PREPARED BY:** Lynn DeGrio

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### BACKGROUND:

One of our Public Works employees is out on work comp leave for an undetermined amount of time. Mark Stish was previously hired through Personnel Dynamics to cover the leave of our Janitor earlier this year. We would like to utilize Mark at Public Works effective May 24, 2022 at a rate of \$18.00 per hour until the employee is back to work.

### REQUESTED COUNCIL ACTION:

Make a motion to hire Mark Stish as a temporary Public Works employee through Personnel Dynamics at a rate of \$18.00 per hour effective May 24, 2022.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 11, 2022

**AGENDA ITEM:** Consider entering into Revised Independent Contractor Agreement/Golf

**PREPARED BY:** Bob Cahill

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### **BACKGROUND:**

The original independent contractor agreement with Jerrod Stark was approved at the April 25 City Council meeting. Jerrod will be the golf teaching professional at Pokegama golf course.

Today, the Pokegama Golf staff is asking the council to approve the attached revised Agreement that eliminates the language regarding Automobile Insurance. City Attorney Chad Sterle made these changes.

### **REQUESTED COUNCIL ACTION:**

Make a motion to enter into the attached revised Independent Contractor Agreement with Jerrod Stark.

## INDEPENDENT CONTRACTOR AGREEMENT

This agreement is entered into this 25<sup>th</sup> day of April 2022 between the City of Grand Rapids/Pokegama Golf Course, hereinafter referred to as “Golf Course,” and Jerrod Stark, hereinafter referred to as “Contractor.”

1. **Independent Contractor.** Subject to the terms and conditions of this agreement, the Golf Course hereby engages the Contractor and the Contractor hereby accepts such engagement. This agreement will become effective April 25, 2022 and continues in effect until terminated by Bob Cahill, Director of Golf (“Director”). At all times that Contractor is on the Pokegama Golf Course premises or in contact with Pokegama Golf Course customers, Contractor will conduct himself in a highly professional manner and abide by the same rules and regulations that apply to employees of the Golf Course.

2. **Engagement.** The Golf Course hereby engages the Contractor to render the following services from May through August of each year this Agreement is in effect: (or mutually agreed upon dates outside of May through August.

1. Golf instruction to all levels of players and abilities;
2. Help juniors with group instructional programs;
3. Agree to promote play and membership programs at Pokegama Golf Course;
4. Contractor must be available a reasonable amount of time during the contract period and must provide current contact information and signage for the golf operation.
5. Contractor may play Pokegama Golf Course on a space-available basis.
6. Contractor may practice at Pokegama Golf Course with access to range balls.
7. Range balls for student instructional purposes are provided as a promotional service for the patrons of Pokegama Golf Course.
8. Contractor agrees to promote play at Pokegama Golf Course
9. Contractor agrees to promote Junior programs and lesson programs to all levels of golfers.

3. **Standards of Performance by Contractor.**

a. Contractor will determine methods, details and means of performing the above-described services. Contractor enters into this agreement and will remain an independent contractor throughout the term of this agreement. Contractor agrees that the Golf Course is not and will not become a partner, agent or principal of the Golf Course while this agreement is in effect. Contractor is not entitled to the rights and benefits afforded the Golf Course’s employees, including disability, unemployment insurance, medical insurance, sick leave or any other employee benefit.

b. Contractor is responsible for paying all income taxes, including estimated taxes, incurred as a result of the compensation paid to the Contractor for services

rendered under this agreement. Contractor agrees to indemnify the Golf Course for any claims, costs, losses, fees, penalties, interest or damages suffered by the Golf Course resulting from the Contractor's failure to comply with this provision.

4. **Compensation.** Compensation for services rendered will come solely from fees contractor receives for his instruction. There will be no City of Grand Rapids/Pokegama Golf Course Compensation paid to Contractor.

5. **Business Expenses.** It is recognized and agreed that in connection with the services to be performed for the Golf Course, Contractor may be obligated to expend money for travel, living expenses or other business expenses. Contractor shall be solely liable and responsible for payment of his own expenses and shall indemnify and hold the Golf Course harmless from claims made by any entity for payment for such expenses incurred.

6. **Property Rights of Parties.** All records of the customers' accounts of the Golf Course of any nature, whether existing at the time of this agreement, procured through the efforts of the Contractor, or learned by the Contractor from any other source, and whether prepared by the Contractor or otherwise, shall be the exclusive property of the Golf Course. Contractor agrees that the names, physical addresses, email addresses and any contact information of the Golf Course's customers constitute trade secrets of the Golf Course and that the sale or unauthorized use or disclosure of trade secrets obtained by Contractor during the term of this agreement constitutes unfair competition. Contractor agrees and promises not to engage in any unfair competition with the Golf Course.

7. **Conflicts of Interest.** Contractor represents that he is free to enter into this agreement and that this engagement does not violate the terms of any agreement between the Contractor and any third party. During the term of this agreement the Contractor shall devote as much of his productive time and abilities to the performance of the duties required hereunder as is necessary in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Golf Course.

8. **Insurance.** The Golf Course shall not provide insurance coverage of any kind for Contractor or the Contractor's employees or subcontractors. Contractor shall obtain at least the following minimum insurance coverage and maintain it for the entire term of this agreement:

a. Comprehensive or commercial general liability insurance coverage in the minimum amount of \$1,000,000 (one million dollars) combined single limit including coverage for bodily injury, personal injury, broad form property damage, contractual liability and cross liability.

Proof of insurance shall be provided upon the expiration and renewal of each policy.

9. **Termination.** The Golf Course may terminate this agreement at any time by giving thirty (30) working days' written notice to the Contractor if the Contractor fails to produce the result outlined above by the Golf Course. The Contractor must also give 30 days' written notice if the



Contractor wishes to terminate this agreement. In addition, if the Contractor is convicted of any crime or offense, fails to comply with the written policies or reasonable directives of the Golf Course, is guilty of serious misconduct in connection with performance hereunder, or breaches material provisions of this agreement, the Golf Course at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

10. **Mediation.** If any legally-actionable dispute arises which cannot be resolved by mutual discussion, each party hereto agrees to resolve that dispute through mediation prior to either party filing suit in Itasca County District Court

11. **Entire Agreement.** This agreement supersedes any and all other agreements, whether oral or in writing, between the parties hereto with respect to the hiring of the Contractor by the Golf Course. The undersigned have executed this agreement as of the date first written above.

**CITY OF GRAND RAPIDS/  
POKEGAMA GOLF COURSE:**

**CONTRACTOR:**

Name: \_\_\_\_\_

Name: Jerrold Stark \_\_\_\_\_

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

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

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

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

Contractor may play Pokegama Golf Course on a space-available basis.

Contractor may practice at Pokegama Golf Course with access to range balls.

Range balls for student instructional purposes are provided as a promotional service for the patrons of Pokegama Golf Course.

Contractor agrees to promote play at Pokegama Golf Course

Contractor agrees to promote Junior programs and lesson programs to all levels of golfers.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 6-13-2022

**AGENDA ITEM:** Consider temporary parking lot agreements with Rennix Corporation and Blandin Paper Company related to Grand Rapids Riverfest

**PREPARED BY:** Tom Pagel

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### **BACKGROUND:**

Attached are two parking lot agreements related to Grand Rapids Riverfest. They will allow the City to utilize private parking lots on September 10, 2022.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve parking lot agreements with Rennix Corporation and Blandin Paper Company related to Grand Rapids Riverfest.

PARKING LOT LEASE

This Lease Agreement (Lease) is entered into this 24<sup>TH</sup> day of May, 2022, by and between Northbank Professional Bldg. Inc. (Lessor) and the City of Grand Rapids (Lessee) as follows:

1. The Lessee is hosting Grand Rapids Riverfest (Event) on September 10<sup>th</sup> 2022 and has a need to install screening fence on Lessor parking lot as defined on Attachment "A: and at the following location:
  - a. North 1/2 of Block 20 and the North 115 feet of vacated 2<sup>nd</sup> Avenue E lying south of 3<sup>rd</sup> Street E, of the plat of Town of Grand Rapids; and
2. Lessor shall lease said Lots to Lessee for use of a screening fence from Friday, September 9, 2022, through Sunday, September 11, 2022.
3. In exchange for use of the Lots Lessee shall:
  - a. Sweep the Lot on Sunday, September 12, 2022, after the Event has been completed.
  - b. Lessor shall receive six tickets to Grand Rapids Riverfest.
  - c. There will be no monetary exchange for use of Lots by Lessee.
4. Lessor shall in no way be liable or responsible for any accident or damage that may occur during the term of this Lease. Lessee shall indemnify Lessor, defend and hold it harmless against any and all liabilities, loss, cost, damage or expense which may accrue to Lessor or be claimed against Lessor by reason of any act or omission of the Lessee in hosting this event.
5. Lessee shall name Lessor as an additional insured by endorsement to its general liability insurance through the League of Minnesota Cities for all liability arising from this Lease.
6. This Lease shall expire at midnight, September 11, 2022, upon termination of the event for which it was created.

IN WITNESS WHEREOF the parties have executed this Lease effective as of the date written above.

NORTHBANK PROF. BLDG. INC., LESSOR

CITY OF GRAND RAPIDS, LESSEE

By: Richard Harding

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

Date: 5-24-22

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

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

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

ATTACHMENT "A"





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)	Item 16.
5/2	

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Otis Magie Insurance Agency, a Marsh & McLennan Agency LLC company 332 W Superior St Ste 700 Duluth MN 55802	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 218-722-7753      FAX (A/C, No): 218-722-7756 E-MAIL ADDRESS: jami.sheiman@marshmma.com
<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> City of Grand Rapids 420 Pokegama Avenue North Grand Rapids MN 55744	CITY/GRAND <b>INSURER A :</b> League of Minnesota Cities <b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>

**COVERAGES**      **CERTIFICATE NUMBER: 205341575**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CMC1000942	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CMC1000942	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 When required by a written contract, the certificate holder is included as an additional insured with regards to General Liability.

<b>CERTIFICATE HOLDER</b>  North Bank Professional Building, Inc. 104 NE 3rd St., Ste 200B Grand Rapids MN 55744	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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PARKING LOT LEASE

This Lease Agreement (Lease) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between Blandin Paper Company (Lessor) and the City of Grand Rapids (Lessee) as follows:

1. The Lessee is hosting Grand Rapids Riverfest (Event) on September 10<sup>th</sup> 2022 and has a need for public parking and Lessor has a parking lot (Lot) in close proximity to the Event at the following location:
  - a. Parking Lot A – Lots 1-6 and 19-24 of Block 27 of the plat of Grand Rapids; and
2. Lessor shall lease said Lots to Lessee for use by the public from Friday, September 9, 2022, through Sunday, September 11, 2022.
3. In exchange for use of the Lots Lessee shall:
  - a. Sweep the Lot on Sunday, September 12, 2022, after the Event has been completed.
  - b. There will be no monetary exchange for use of Lots by Lessee.
4. Lessor shall in no way be liable or responsible for any accident or damage that may occur during the term of this Lease. Lessee shall indemnify Lessor, defend and hold it harmless against any and all liabilities, loss, cost, damage or expense which may accrue to Lessor or be claimed against Lessor by reason of any act or omission of the Lessee in hosting this event.
5. Lessee shall name Lessor as an additional insured by endorsement to its general liability insurance through the League of Minnesota Cities for all liability arising from this Lease.
6. This Lease shall expire at midnight, September 11, 2022, upon termination of the event for which it was created.

IN WITNESS WHEREOF the parties have executed this Lease effective as of the date written above.

BLANDIN PAPER COMPANY, LESSOR

CITY OF GRAND RAPIDS, LESSEE

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

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

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

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

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

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 6-13-22

**AGENDA ITEM:** Consider Amendment 1 with Duane Goodwin

**PREPARED BY:** Tom Pagel

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### **BACKGROUND:**

The City currently has an agreement with Duane Goodwin for the creation of a stone sculpture located at Mississippi River Park. This agreement was executed at the beginning of the COVID 19 pandemic. Because of the pandemic, the project was delayed. The attached amendment addresses and updates changes in the scope of services.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve Addendum 1 with Duane Goodwin.

AMENDMENT #1

TO

ARTWORK DESIGN AGREEMENT

This Amendment is between the City of Grand Rapids ("City") and Duane Goodwin, 9221 23<sup>rd</sup> Street SE, Bemidji, MN 56601 ("Artists") selected by the Grand Rapids Arts & Culture Commission to create a sculpture to be placed at Mississippi River Park, in Grand Rapids, Minnesota.

WHEREAS, the original Agreement was executed in 2020 during the early phase of COVID 19; and

WHEREAS, the Artist and City felt it was necessary to delay the creating of a stone sculpture located at Mississippi River Park; and

WHEREAS, as a result of delays there have been inflationary cost increases and additional negotiated contract items;

NOW, THEREFORE, in exchange for the promises and other consideration set forth below, the parties agree to amend the original contract as follows:

1. Schedule: The Artist shall complete the sculpture prior to August 1, 2022.
2. Purchase of Stone: The City shall purchase the stone.
3. Compensation: The Artists compensation shall be adjusted from \$66,250 to \$62,625 less previous payment of \$22,000. City shall pay Artist \$20,625 on or around July 1, 2022, and final payment of \$20,000 upon final completion of sculpture.
4. Hotel: City shall provide two hotel rooms to the Artist from June 1, 2022 to July 30, 2022.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date set forth below.

**City of Grand Rapids:**

**ARTISTS:**

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

By: Duane Goodwin

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

Date: 6-10-22

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

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





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** June 13, 2022

**AGENDA ITEM:** Consider appointing Amanda McCabe to the Human Rights Commission

**PREPARED BY:** Kim Gibeau

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### **BACKGROUND:**

The Human Rights Commission has two vacancies and one applicant. Amanda McCabe has submitted her application and Councilor Connelly, Human Rights Commission Council representative, will make a recommendation to Council.

### **REQUESTED COUNCIL ACTION:**

Make a motion to appoint Amanda McCabe to the Human Rights Commission, term to expire March 1, 2025.



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

**AGENDA DATE:** 6-13-2022

**AGENDA ITEM:** Consider accepting the resignation of Lynn DeGrio and direct staff to begin the hiring process to fill the Human Resource position

**PREPARED BY:** Tom Pagel, City Administrator

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### BACKGROUND:

Lynn DeGrio, Human Resource Director has been employed with the City for the past eighteen years. Through those years she has been integral in finding cost effective solutions for health and life insurance for all employees, converting HR process to electronic formatting, and assisting in labor negotiations. Lynn has always been available and willing to help any employee or constituent who had questions or needed assistance. She truly brought a human touch to the position. Lynn's last day of employment with the City will be July 15, 2022.

To fill the Human Resource position the City staff are recommending a partnership with the Grand Rapids Public Utilities. City staff have met with Julie Kennedy, General Manager, and have started working on a cost share agreement for this position.

### REQUESTED COUNCIL ACTION:

Make a motion to accept the resignation of Lynn Degrio, Human Resource Director, and direct staff to move forward with the hiring process as a shared employee with the GRPU.

June 8, 2022

Tom Pagel, City Administrator  
City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744-2662

Dear Tom,

Please accept this letter as notice of my resignation as the Director of Human Resources for the City of Grand Rapids. My last day in the office will be Friday, July 15, 2022.

Working here has been an incredible opportunity, and it was not an easy decision to leave to pursue another opportunity. The City has been a great home for me for the past eighteen years, and I thank you for being a big part of that as my boss and mentor. I have learned so much in my time here, and I know that the City will continue to grow and thrive.

Ahead of July 15, I am willing to help you in any way to make the transition as smooth as possible. Please let me know if there is anything specific that you would like me to do.

Tom, thank you again for the opportunity to work for the City. I wish you and the entire staff the very best. You can email me anytime at [lynndegrio@gmail.com](mailto:lynndegrio@gmail.com) or call me at 218-244-9054.

My Best,



Lynn DeGrio