



# CITY OF GRAND RAPIDS

## Meeting Agenda Full Detail City Council

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Monday, May 24, 2021

5:00 PM

City Hall Council Chambers

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**CALL TO ORDER:** Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, May 24, 2021 at 5:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL

### 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 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.*

### PUBLIC FORUM

### COUNCIL REPORTS

### APPROVAL OF MINUTES

**21-1902** Consider approving Council minutes for Monday, May 10, 2021 Worksession and Regular meetings

**Attachments:** [May 10, 2021 Worksession](#)  
[May 10, 2021 Regular Meeting](#)

### VERIFIED CLAIMS

**21-1919** Consider approving the verified claims for the period May 4, 2021 to May 17, 2021 in the total amount of \$1,301,289.55.

**Attachments:** [Council Bill List 05-24-21.pdf](#)

### CONSENT AGENDA

*Any item on the consent agenda shall be removed for consideration by request of any one Councilmember, City staff, or the public and put on the regular agenda for discussion and consideration.*

1. **21-1892** Consider adopting a Resolution authorizing the execution of a Limited Use Permit amendment for CP 2015-3, Highway 2 West Trail

- Attachments:** [LUP Resolution 050121](#)
2. [21-1893](#) Consider adopting a resolution approving LG214 Premises Permit application for Grand Rapids Amateur Hockey Association  
**Attachments:** [21- LG214 GRAHA](#)  
[LG214 - GRAHA](#)
3. [21-1899](#) Consider approving additions to the Public Works Part-Time Eligibility List for the 2021 Spring/Summer Maintenance Season.  
**Attachments:** [2021 5-24 PW Spring-Summer PT Eligibility List](#)
4. [21-1900](#) Consider accepting the resignation of Brielle Carlson from the Human Rights Commission and authorize filling the vacancy
5. [21-1904](#) Consider approving a quote from Gartner Refrigeration and Temperature Controls to install and integrate with existing system, door access control at new Fire Hall and addition to Domestic Animal Control Facility.  
**Attachments:** [Access controls Grand Rapids Fire Hall and Police Storage REVISED GTC\\$\\$](#)
6. [21-1905](#) Consider approving a resolution authorizing host approval and consent to the issuance by the City of International Falls, MN of revenue notes or other obligations on behalf of Northland Counseling Center, Inc., and calling for a public hearing on June 28, 2021 at or after 5:30p.m.  
**Attachments:** [Northland Counseling - HOST RESOLUTION CALLING FOR PUBLIC HEARING](#)
7. [21-1911](#) Consider re-hiring Mary Corwin on a temporary basis through Personnel Dynamics.  
**Attachments:** [Personnel Dynamics](#)
8. [21-1916](#) Consider adopting a resolution rescinding Resolution 20-52  
**Attachments:** [Rescinding Res 20-52, local emergency declaration](#)
9. [21-1920](#) Consider an Early Retirement Incentive Program (ERIP).  
**Attachments:** [5-17-21 Early Retirement Incentive Program 2021 Final \(revised\)](#)
10. [21-1922](#) Consider approving contracts related to Grand Rapids Riverfest  
**Attachments:** [Yonder Mountain String Band](#)  
[Kathleen Edwards - Riverfest Contract](#)
11. [21-1924](#) Consider entering into a six month service agreement with Paul Bunyan Communications and establish an internet connection at the Domestic Animal Control Facility.  
**Attachments:** [City of Grand Rapids DACF PBT Combined Apps](#)

**SETTING OF REGULAR AGENDA**

*This is an opportunity to approve the regular agenda as presented or add/delete by a majority vote of the Council members present an agenda item.*

**ACKNOWLEDGE BOARDS & COMMISSIONS**

12. 21-1923 Review and acknowledge minutes for Boards & Commissions  
**Attachments:** April 20, 2021 Golf Board minutes  
May 12, 2021 - PUC Minutes

**DEPARTMENT HEAD REPORT**

13. 21-1917 Engineering / Public Works Department Head Report - Matt Wegwerth, Public Works Director/City Engineer

**ENGINEERING\PUBLIC WORKS**

14. 21-1909 Consider awarding a contract for AP 2021-3 Ramp Lighting Project at the GPZ Airport  
**Attachments:** GPZ Contract Award Memo 051421  
2021 GPZ Apron Lighting Bid Tab  
2021 GPZ Apron Lighting Grant Request
15. 21-1913 Consider approving the purchase of tax forfeit parcels 91-620-0230 and 91-585-4106  
**Attachments:** Invoice Res 91-620-0230 91-028-3109
16. 21-1915 Consider approving the purchase of tax forfeit parcel 91-425-2330  
**Attachments:** Closing documents 91-425-2330

**GOLF COURSE**

17. 21-1907 Consider adopting a resolution to accept Gesme Golf Donation  
**Attachments:** Gesme Simulator Donation Resolution 2021  
TrackMan FlexCage Simulator Quote - Pokegama Golf Course
18. 21-1910 Consider purchasing two Trackman 4 FlexCage Simulators  
**Attachments:** TrackMan FlexCage Simulator Quote - Pokegama Golf Course

**COUNCIL**

19. 21-1921 Consider appointments to Police Community Advisory Board

**PUBLIC HEARING**

20. [21-1894](#) Conduct a public hearing to consider the vacation of platted alley right-of-way within Houghton's Addition to Grand Rapids.
- Attachments:** [Alley Vacation Request: Area Maps](#)  
[Staff Review Committee Comments](#)  
[HRA Alley Vacation Request: Application](#)  
[HRA Vacation Request: Public Hearing PowerPoint](#)

**COMMUNITY DEVELOPMENT**

21. [21-1895](#) Consider the adoption of a resolution either approving or denying the vacation of platted alley right-of-way within Houghton's Addition to Grand Rapids.
- Attachments:** [HRA Vacation Request: Resolution](#)

**PUBLIC HEARING**

22. [21-1896](#) Conduct a public hearing to consider the rezoning of 1.05 acres of land from R-2 (One and two Family Residential) to R-4 (Multiple-family Residential- high density).
- Attachments:** [Area Zoning Maps #1 & #2](#)  
[HRA Zoning Map Amendment Request: Application](#)  
[HRA Rezoning Public Hearing: PowerPoint](#)

**COMMUNITY DEVELOPMENT**

23. [21-1897](#) Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map, by rezoning 1.05 acres of land from R-2 (One and two Family Residential) to R-4 (Multiple-family Residential- high density).
- Attachments:** [Zoning Map Amendment: Ordinance w/Exhibit](#)

**ADJOURNMENT**

*NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 14, 2021, AT 5:00 P.M.*

*NOTE: These times are approximate only and are subject to change. If you are interested in a topic of discussion you should appear at least 10 minutes before its scheduled time.*

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

*Attest: Kimberly Gibeau, City Clerk*



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 21-1902      **Version:** 1      **Name:** Council Minutes  
**Type:** Agenda Item      **Status:** Approval of Minutes  
**File created:** 5/19/2021      **In control:** City Council  
**On agenda:** 5/24/2021      **Final action:**  
**Title:** Consider approving Council minutes for Monday, May 10, 2021 Worksession and Regular meetings  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [May 10, 2021 Worksession](#)  
[May 10, 2021 Regular Meeting](#)

Date	Ver.	Action By	Action	Result
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Consider approving Council minutes for Monday, May 10, 2021 Worksession and Regular meetings



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council Work Session

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Monday, May 10, 2021

4:00 PM

Council Chambers

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**CALL TO ORDER:** Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Monday, May 10, 2021 at 4:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

**CALL OF ROLL:** On a call of roll, the following members were present:

**Present** 5 - Councilor Dale Adams, Mayor Dale Christy, Councilor Rick Blake, Councilor Tasha Connelly, and Councilor Michelle Toven

**Staff present:**

*Tom Pagel, Chad Sterle, Erik Scott, Barb Baird, Rob Mattei, Steve Schaar, Scott Johnson*

**Discussion Items**

1. Discuss Pickleball at Grussendorf Park  
  
*Discussed issues surrounding pickleball at Grussendorf Park and various options to consider. School Dist. not receptive to using courts at Middle School, possible usage of Portage Park, Crystal Springs Park, etc. Consensus is to direct staff to meet with the Pickleball Assoc. to find alternative solution.*  
  
**Received and Filed**
  
2. Review the concept of an Early Retirement Incentive Program  
  
*Mr. Pagel provides background information, projected operating budgets for 2022, 2023 and 2024. Approximately 19 employees qualify for program. Once the program is approved by Council, it cannot be repealed. Staff directed to bring back to next meeting for consideration.*  
  
**Referred to the City Council due back on 5/24/2021**
  
3. Review Municode Meeting & Agenda Management program  
  
*Director of IT, Erik Scott, reviewed web based program as an alternative to current program.*  
  
**Received and Filed**
  
4. Review Regular Meeting Agenda

*Addition of item #19a. Attorney Chad Sterle advises that as of June 1, 2021 all boards, commissions and Council meetings will resume in person. May 26th meeting will have a requested action to return to normal operations for meetings.*

**ADJOURN**

**Attest: Kimberly Gibeau, City Clerk**

*There being no further business, the meeting adjourned at 4:52 PM.*

*Respectfully submitted:*

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council

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Monday, May 10, 2021

5:00 PM

City Hall Council Chambers

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**CALL TO ORDER:** Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, May 10, 2021 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL

**Present** 5 - Mayor Dale Christy  
Councilor Dale Adams  
Councilor Rick Blake  
Councilor Tasha Connelly  
Councilor Michelle Toven

### Staff present:

*Tom Pagel, Chad Sterle, Rob Mattei, Julie Kennedy, Scott Johnson, Barb Baird, Steve Schaar, Erik Scott*

### MEETING PROTOCOL POLICY

### PUBLIC FORUM

*None.*

### COUNCIL REPORTS

*None.*

### APPROVAL OF MINUTES

Consider approving Council minutes for Monday, April 26, 2021 Worksession and Regular meetings

**A motion was made by Councilor Michelle Toven, second by Councilor Tasha Connelly, to approve Council minutes as presented. The motion PASSED by unanimous vote.**

### VERIFIED CLAIMS

Consider approving the verified claims for the period April 20, 2021 to May 3, 2021 in the total amount of \$1,187,650.35.

**A motion was made by Mayor Dale Christy, second by Councilor Rick Blake, to**



approve the Verified Claims as presented. The motion carried by the following vote.

**Aye** 5 - Mayor Dale Christy  
Councilor Dale Adams  
Councilor Rick Blake  
Councilor Tasha Connelly  
Councilor Michelle Toven

## CONSENT AGENDA

1. Consider voiding lost Accounts Payable check #145088, issue a new check, and waiving bond requirements for check issued to Itasca Drift Skippers in the amount of \$2,500.  
**Approved by consent roll call**
2. Consider authorizing the Mayor to sign a service agreement for annual 2021 renewal with SVL for maintenance program on the Library Chiller June 1, 2021- May 31, 2022.  
**Approved by consent roll call**
3. Consider authorizing the City Administrator to sign a Distribution Facilities Installation Agreement with Minnesota Energy for installation of new natural gas service line for the new Fire Hall.  
**Approved by consent roll call**
4. Consider adopting an ordinance approving a 15 year franchise agreement with Mediacom Minnesota LLC  
**Approved by consent roll call**
5. Consider changing the classification for Public Works Part-Time Summer Maintenance Worker Marlon Lewandowski.  
**Approved by consent roll call**
6. Consider authorizing the Public Works Department's purchase of a Matco Tools Scan Tool for their off-road heavy equipment.  
**Approved by consent roll call**
7. Consider authorizing a grant application to the Blandin Foundation/IRRR Arrowhead Intelligent Region program  
**Approved by consent roll call**
8. Consider approving additions to the Public Works Part-Time Eligibility List for the 2021 Spring/Summer Maintenance Season.  
**Approved by consent roll call**

9. Consider adopting a resolution amending resolution 21-07 Ordering Improvement of and Plans and Specifications for the 5th Street SW Reconstruction Project, CP 2021-2.  
**Adopted Resolution 21-34 by consent roll call**
10. Consider approving Seasonal Golf Course Employees  
**Approved by consent roll call**
11. Consider hiring regular part-time Maintenance employees at the IRA Civic Center.  
**Approved by consent roll call**
12. Consider entering into a contract agreement with ODC Inc. for the 2021 Spring/Summer Maintenance Season.  
**Approved by consent roll call**
13. Consider the sale of bleachers to Nate and Mandy Benson for \$100.  
**Approved by consent roll call**
14. Consider a reimbursement resolution related to the IRA Civic Center Improvement Project.  
**Adopted Resolution 21-35 by consent roll call**
15. Consider approving amendments to the 2021 Pay Range for Part-time, Seasonal, and Temporary Employees  
**Approved by consent roll call**
16. Consider adopting a resolution authorizing an agreement with MnDOT for Federal Airport Expenses Reimbursement related to the CRRSAA funds at the GPZ airport  
**Adopted Resolution 21-36 by consent roll call**
17. Consider rescinding the resignation of Debra Moebakken from the position of Library Public Services Clerk.  
**Approved by consent roll call**
18. Consider adopting an interim ordinance amending chapter 2, article 5, division 8 Police Community Advisory Board, subd. 2-353 Membership, Appointments of the Grand Rapids Municipal Code  
**Adopted Ordinance 21-05-04 by consent roll call**
19. Consider approving moving forward with Municode Meeting and Agenda Management service.  
**Approved by consent roll call**

- 19a. Consider authorizing the Fire Department to apply for a DNR Grant

**Approved by consent roll call**

#### **Approval of the Consent Agenda**

**A motion was made by Councilor Rick Blake, second by Councilor Michelle Toven, to approve the consent agenda as amended. The motion carried by the following vote**

**Aye 5 -** Mayor Dale Christy  
Councilor Dale Adams  
Councilor Rick Blake  
Councilor Tasha Connelly  
Councilor Michelle Toven

#### **SETTING OF REGULAR AGENDA**

**A motion was made by Councilor Tasha Connelly, second by Councilor Dale Adams, to approve the regular agenda as presented. The motion PASSED by unanimous vote.**

#### **ACKNOWLEDGE BOARDS & COMMISSIONS**

20. Review and acknowledge minutes for Boards & Commissions

**Acknowledge Boards and Commissions**

#### **ENGINEERING\PUBLIC WORKS**

21. Consider accepting quotes and authorize awarding the low quote to Iron Oakes Fence, LLC in the amount of \$23,256.00 for fencing at the IRA Civic Center.

**A motion was made by Councilor Michelle Toven, second by Councilor Tasha Connelly, awarding IRA Civic Center fencing project to Iron Oakes Fence, LLC for \$23,256.00. The motion carried by the following vote.**

**Aye 5 -** Mayor Dale Christy  
Councilor Dale Adams  
Councilor Rick Blake  
Councilor Tasha Connelly  
Councilor Michelle Toven

#### **FINANCE DEPARTMENT**

22. Consider adopting a resolution awarding the sale of the General Obligation Utility Revenue Refunding Bonds (PUC), Series 2021A, in the amount of \$872,000.

*Rebecca Kurtz, Ehlers, presents final sale information.*

**A motion was made by Councilor Rick Blake, second by Councilor Dale Adams, adopting Resolution 21-37, awarding sale of GO Utility Revenue Refunding bonds in the amount of \$872,000. The motion carried by the following vote.**

**Aye** 5 - Mayor Dale Christy  
Councilor Dale Adams  
Councilor Rick Blake  
Councilor Tasha Connelly  
Councilor Michelle Toven

#### ADMINISTRATION DEPARTMENT

23. Consider appointing applicant to the Planning Commission

**A motion was made by Councilor Michelle Toven, second by Councilor Tasha Connelly, to appoint Anita Eiden to the Planning Commission, term to expire March 1, 2025. The motion PASSED by unanimous vote.**

24. Consider appointment of applicant to the Grand Rapids Economic Development Authority

**A motion was made by Councilor Rick Blake, second by Councilor Tasha Connelly, appointing Al Hodnik to the Economic Development Authority, term to expire March 1, 2026. The motion PASSED by unanimous vote.**

#### PUBLIC HEARINGS

*Recess at 5:21 PM*

25. Conduct a Public Hearing for review and proposed adoption of the Amended Five-Year Capital Improvement Plan and Property Tax Abatements and Issuance of General Obligation Bonds related to Public Improvements in the City of Grand Rapids.

*Presentation of background information was provided by Barb Baird, Director of Finance and Rebecca Kurtz, Ehlers.*

*Mayor Christy states the purpose of the public hearing, noting that all those who wish to be heard may do so by calling 218-327-8833. Clerk Gibeau states that all notices have been sent and no correspondence was received in the Clerks office regarding this matter.*

**A motion was made by Councilor Michelle Toven, second by Councilor Tasha Connelly, to open the Public Hearing. The motion PASSED by unanimous vote.**

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

**A motion was made by Councilor Tasha Connelly, second by Councilor Dale Adams, to close the Public Hearing. The motion PASSED by unanimous vote.**

26. Consider approving a resolution adopting a Five-Year Capital Improvement Plan and providing preliminary approval for the issuance of bonds.

**A motion was made by Councilor Dale Adams, second by Councilor Michelle Toven, adopting Resolution 21-38, approving Five Year CIP and prelim approval for bond issuance. The motion carried by the following vote.**

**Aye** 5 - Mayor Dale Christy  
Councilor Dale Adams  
Councilor Rick Blake  
Councilor Tasha Connelly  
Councilor Michelle Toven

27. Consider adopting a resolution approving Property Tax Abatement related to Public Improvements in the City of Grand Rapids.

**A motion was made by Councilor Rick Blake, second by Councilor Tasha Connelly, adopting Resolution 21-39, approving property tax abatement as presented. The motion carried by the following vote.**

**Aye** 5 - Mayor Dale Christy  
Councilor Dale Adams  
Councilor Rick Blake  
Councilor Tasha Connelly  
Councilor Michelle Toven

28. Consider adopting a resolution providing for the sale of \$6,255,000 General Obligation Bonds, Series 2021B.

**A motion was made by Councilor Michelle Toven, second by Councilor Dale Adams, adopting Resolution 21-40, providing for sale of GO bonds, series 2021B. The motion carried by the following vote.**

**Aye** 5 - Mayor Dale Christy  
Councilor Dale Adams  
Councilor Rick Blake  
Councilor Tasha Connelly  
Councilor Michelle Toven

**ADJOURNMENT**

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

*Respectfully submitted:*

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 21-1919      **Version:** 1      **Name:** VERIFIED CLAIMS  
**Type:** Agenda Item      **Status:** Verified Claims  
**File created:** 5/20/2021      **In control:** City Council  
**On agenda:** 5/24/2021      **Final action:**  
**Title:** Consider approving the verified claims for the period May 4, 2021 to May 17, 2021 in the total amount of \$1,301,289.55.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Council Bill List 05-24-21.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period May 4, 2021 to May 17, 2021 in the total amount of \$1,301,289.55.

### **Requested City Council Action**

Make a motion approving the verified claims for the period May 4, 2021 to May 17, 2021 in the total amount of \$1,301,289.55.

DATE: 05/20/2021  
 TIME: 14:19:27  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 05/24/2021

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
1621125	PUBLIC UTILITIES COMMISSION	357.45
	TOTAL	357.45
CITY WIDE		
1321525	MUNICODE	9,900.00
1900225	SEH	2,496.00
1915248	SHI INTERNATIONAL CORP	100.00
	TOTAL CITY WIDE	12,496.00
SPECIAL PROJECTS-NON BUDGETED		
1105530	KENNEDY & GRAVEN, CHARTERED	437.50
	TOTAL SPECIAL PROJECTS-NON BUDGETED	437.50
ADMINISTRATION		
0920065	ITASCA ECONOMIC DEVELOPMENT	5,000.00
1215250	LOFFLER COMPANIES INC	182.00
1215630	LOREN SOLBERG CONSULTING, LLC	2,600.20
1300032	MCFOA TREASURER	90.00
1309138	STATE OF MINNESOTA - OFFICE OF	7,513.50
1309332	MN STATE RETIREMENT SYSTEM	1,643.19
1915150	SOCIETY FOR HUMAN RESOURCE	219.00
	TOTAL ADMINISTRATION	17,247.89
BUILDING MAINTENANCE-CITY HALL		
0118100	ARAMARK UNIFORM & CAREER	52.90
0221650	BURGGRAF'S ACE HARDWARE	393.46
0920060	ITASCA COUNTY TREASURER	204.58
1801610	RAPIDS PLUMBING & HEATING INC	295.00
1901535	SANDSTROM'S INC	86.67
1908248	SHERWIN-WILLIAMS	77.12
	TOTAL BUILDING MAINTENANCE-CITY HALL	1,109.73
COMMUNITY DEVELOPMENT		
0718060	GRAND RAPIDS HERALD REVIEW	143.75
0920060	ITASCA COUNTY TREASURER	110.02
	TOTAL COMMUNITY DEVELOPMENT	253.77

DATE: 05/20/2021  
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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 05/24/2021

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
FINANCE		
1903225	SCENIC RANGE NEWS FORUM	25.00
	TOTAL FINANCE	25.00
FIRE		
0121721	AUTO VALUE - GRAND RAPIDS	232.98
0205725	BETZ EXTINGUISHER COMPANY	20.00
0221650	BURGGRAF'S ACE HARDWARE	23.94
0315455	COLE HARDWARE INC	49.92
0401804	DAVIS OIL INC	887.86
0920060	ITASCA COUNTY TREASURER	172.50
1200500	L&M SUPPLY	57.89
	TOTAL FIRE	1,445.09
INFORMATION TECHNOLOGY		
0221650	BURGGRAF'S ACE HARDWARE	37.63
	TOTAL INFORMATION TECHNOLOGY	37.63
PUBLIC WORKS		
0100046	ASV HOLDINGS INC	1,158.85
0103325	ACHESON TIRE INC	20.00
0104799	ADVANCED SERVICES INC	1,002.00
0221650	BURGGRAF'S ACE HARDWARE	222.79
0301685	CARQUEST AUTO PARTS	161.78
0315455	COLE HARDWARE INC	149.52
0400720	D&S STUMP GRINDING LLC	900.00
0401804	DAVIS OIL INC	953.29
0518366	ERICKSON'S ITASCA LUMBER INC	1,040.40
0601690	FASTENAL COMPANY	1,013.30
0718060	GRAND RAPIDS HERALD REVIEW	203.00
0801825	HAWKINSON CONSTRUCTION CO INC	400.00
0920060	ITASCA COUNTY TREASURER	642.84
1309355	MINNESOTA TORO	170.53
1421700	NUSS TRUCK GROUP INC	799.64
1621125	PUBLIC UTILITIES COMMISSION	50.17
1801615	RAPIDS WELDING SUPPLY INC	17.70
1900225	SEH	150.00
	TOTAL PUBLIC WORKS	9,055.81



DATE: 05/20/2021  
 TIME: 14:19:27  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 05/24/2021

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	36.59
0315455	COLE HARDWARE INC	7.49
0601690	FASTENAL COMPANY	123.55
TOTAL FLEET MAINTENANCE		167.63
POLICE		
0205725	BETZ EXTINGUISHER COMPANY	20.00
0221650	BURGGRAF'S ACE HARDWARE	42.89
0301685	CARQUEST AUTO PARTS	12.56
0809115	HIBBING COMMUNITY COLLEGE	1,832.00
0920060	ITASCA COUNTY TREASURER	3,507.34
1200500	L&M SUPPLY	649.95
1301025	MAKI BODY & GLASS	2,616.90
1618125	PRAXAIR DISTRIBUTION INC	225.61
1920233	STREICHER'S INC	850.82
TOTAL POLICE		9,758.07
CENTRAL SCHOOL		
0118100	ARAMARK UNIFORM & CAREER	55.75
0701650	GARTNER REFRIGERATION CO	421.96
2018680	TRU NORTH ELECTRIC LLC	106.40
TOTAL		584.11
AIRPORT		
0113223	AMERICAN DETAILING	250.00
0221650	BURGGRAF'S ACE HARDWARE	701.28
0920060	ITASCA COUNTY TREASURER	139.73
1415545	NORTHLAND LAWN & SPORT, LLC	872.33
TOTAL		1,963.34
CIVIC CENTER		
GENERAL ADMINISTRATION		
0805640	HERC-U-LIFT INC	310.41
0920060	ITASCA COUNTY TREASURER	47.17
TOTAL GENERAL ADMINISTRATION		357.58

DATE: 05/20/2021  
 TIME: 14:19:27  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/24/2021

VENDOR #	NAME	AMOUNT DUE
-----		
CEMETERY		
0103325	ACHESON TIRE INC	20.00
0221650	BURGGRAF'S ACE HARDWARE	96.95
0315455	COLE HARDWARE INC	147.36
0400720	D&S STUMP GRINDING LLC	100.00
0401804	DAVIS OIL INC	1,108.32
0920060	ITASCA COUNTY TREASURER	113.22
1200500	L&M SUPPLY	225.14
1301213	MARTIN'S SNOWPLOW & EQUIP	25.37
	TOTAL	1,836.36
DOMESTIC ANIMAL CONTROL FAC		
0118100	ARAMARK UNIFORM & CAREER	30.00
0920060	ITASCA COUNTY TREASURER	248.78
	TOTAL	278.78
GENERAL CAPITAL IMPRV PROJECTS		
2022-1	HIGHWAY 2 LIGHTING	
1900225	SEH	6,899.20
	TOTAL 2022-1 HIGHWAY 2 LIGHTING	6,899.20
PARK ACQUISITION & DEVELOPMENT		
MS RIVER PARK		
0221650	BURGGRAF'S ACE HARDWARE	141.65
0315455	COLE HARDWARE INC	53.36
0401425	DAKOTA SUPPLY GROUP	26.88
	TOTAL MS RIVER PARK	221.89
AIRPORT CAPITAL IMPRV PROJECTS		
BEACON RELOCATION		
1900225	SEH	6,120.00
	TOTAL BEACON RELOCATION	6,120.00
2021-3 LAMP LIGHTING PROJECT		
1900225	SEH	4,000.00
	TOTAL 2021-3 LAMP LIGHTING PROJECT	4,000.00

DATE: 05/20/2021  
 TIME: 14:19:27  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 05/24/2021

VENDOR #	NAME	AMOUNT DUE
-----		
2021	INFRASTRUCTURE BONDS	
	CP2020/FD-1 NEW FIRE HALL	
	0218115 BRAUN INTERTEC CORPORATION	2,020.00
	0701650 GARTNER REFRIGERATION CO	4,000.00
	0900055 ICS CONSULTING INC	57,766.51
	1915248 SHI INTERNATIONAL CORP	870.00
	TOTAL CP2020/FD-1 NEW FIRE HALL	64,656.51
CP 2021-2	5TH STREET SW	
	1900225 SEH	2,458.53
	T001038 NTS	313.00
	TOTAL CP 2021-2 5TH STREET SW	2,771.53
2015-3	HIGHWAY 2 WEST TRAIL	
	1309360 MN DEPT OF TRANSPORTATION	789.83
	1900225 SEH	24,908.40
	2000522 TNT CONSTRUCTION GROUP, LLC	549,522.09
	T001038 NTS	4,088.00
	TOTAL 2015-3 HIGHWAY 2 WEST TRAIL	579,308.32
DACF/PD	EXPANSION	
	0315455 COLE HARDWARE INC	8.98
	0701650 GARTNER REFRIGERATION CO	2,000.00
	0900055 ICS CONSULTING INC	2,905.60
	1915248 SHI INTERNATIONAL CORP	309.00
	T001360 CAMPBELL INDUSTRIAL SUPPLY	3,041.74
	TOTAL DACF/PD EXPANSION	8,265.32
2022	INFRASTRUCTURE BONDS	
	IRA CIVIC CENTER RENOVATION	
	0900055 ICS CONSULTING INC	87,321.00
	0918550 IRON OAKES FENCE, LLC	11,628.00
	TOTAL IRA CIVIC CENTER RENOVATION	98,949.00
STORM WATER	UTILITY	
	0301685 CARQUEST AUTO PARTS	30.33
	0401804 DAVIS OIL INC	1,639.71

DATE: 05/20/2021  
 TIME: 14:19:27  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 05/24/2021

VENDOR #	NAME	AMOUNT DUE
-----		
STORM WATER UTILITY		
0514798	ENVIRONMENTAL EQUIPMENT AND	2,937.49
0920060	ITASCA COUNTY TREASURER	316.52
1200495	L & L RENTAL INC	1,527.57
1303039	MCCOY CONSTRUCTION & FORESTRY	66.42
1809154	RICHARD RYSAVY	600.00
1900225	SEH	6,370.00
	TOTAL	13,488.04
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$842,091.55
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T MOBILITY	8,363.11
0113105	AMAZON CAPITAL SERVICES	97.87
0201356	BRUCE BAIRD	79.50
0205640	LEAGUE OF MN CITIES INS TRUST	764.50
0305530	CENTURYLINK QC	259.00
0315543	CONSTELLATION NEWENERGY -GAS	422.59
0605191	FIDELITY SECURITY LIFE	60.99
0718015	GRAND RAPIDS CITY PAYROLL	261,575.50
0718070	GRAND RAPIDS STATE BANK	65.00
0815440	HOLIDAY STATIONSTORES LLC	136.79
0900060	ICTV	1,366.89
0920036	ITASCA COUNTY ATTORNEY OFFICE	2,167.00
0920055	ITASCA COUNTY RECORDER	506.00
1121150	ROBERT KUBECZKO	250.00
1301145	MARCO TECHNOLOGIES, LLC	60.00
1301146	MARCO TECHNOLOGIES, LLC	305.78
1305046	MEDIACOM LLC	22.05
1309098	MINNESOTA MN IT SERVICES	439.88
1309147	MACTA	580.00
1309199	MINNESOTA ENERGY RESOURCES	1,731.45
1309274	MN MUNICIPAL UTILITIES ASSOC	37.50
1309289	MN POLLUTION CONTROL AGENCY	668.89
1309332	MN STATE RETIREMENT SYSTEM	2,424.00
1309338	MN STATE TREAS/BLDG INSPECTOR	2,886.76
1405435	JEREMY NELSON	69.00
1405850	NEXTERA COMMUNICATIONS LLC	458.02
1516220	OPERATING ENGINEERS LOCAL #49	109,047.00
1518550	MATTHEW O'ROURKE	69.00
1609561	PIONEER TELEPHONE	10.85
1621130	P.U.C.	35,176.05
2000490	TDS Metrocom	574.89
2209665	VISA	7,730.50
2209705	VISIT GRAND RAPIDS INC	18,759.63
2301700	WM CORPORATE SERVICES, INC	2,032.01

DATE: 05/20/2021  
TIME: 14:19:27  
ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
DEPARTMENT SUMMARY REPORT

PAGE: 7

INVOICES DUE ON/BEFORE 05/24/2021

VENDOR #	NAME	AMOUNT DUE
-----		
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
	TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:	\$459,198.00
	TOTAL ALL DEPARTMENTS	\$1,301,289.55



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

# CITY OF GRAND RAPIDS

## Text File

File Number: 21-1927

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**Agenda Date:** 5/24/2021

**Version:** 1

**Status:** Verified Claims

**In Control:** City Council

**File Type:** Agenda Item

Consider approving payment to Nicholas Wourms for performing taps on Memorial Day.

**Background Information:**

Mr. Wourms will perform taps on Memorial Day. The cost for this service is \$195.00.

**Requested City Council Action**

Make a motion approving payment of \$195.00 to Nicholas Wourms for taps on Memorial Day.

14 May '21

To: City of GRAND Rapids

This is a bill of \$1.95<sup>00</sup> for sound on Memorial Day '21.

Respectfully  
N. D. Woums

NICHOLAS D. Woums  
23750 Co Rd 271  
Cohasset, MN 55721



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 21-1892      **Version:** 1      **Name:** CP 2015-3 LUP amendment resolution  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/11/2021      **In control:** City Council  
**On agenda:** 5/24/2021      **Final action:**  
**Title:** Consider adopting a Resolution authorizing the execution of a Limited Use Permit amendment for CP 2015-3, Highway 2 West Trail  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [LUP Resolution 050121](#)

Date	Ver.	Action By	Action	Result
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*.. Title*

Consider adopting a Resolution authorizing the execution of a Limited Use Permit amendment for CP 2015-3, Highway 2 West Trail

**Background**

The City of Grand Rapids entered into LUP #3103-0027 with MnDOT for the Hwy 2 West trail. The City requested an extension of the trail limits to include the crossing of State Highway 2 at County Road 63, which was not included in the original permit. The attached resolution authorizes the amendment of the Limited Use Permit.

**Staff Recommendation:**

City staff recommend adopting a Resolution authorizing application and execution of a Limited Use Permit amendment for CP 2015-3, Highway 2 West Trail

**Requested City Council Action**

Make a motion adopting a Resolution authorizing application and execution of a Limited Use Permit amendment for CP 2015-3, Highway 2 West Trail



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

RESOLUTION NO. 21-xx

RESOLUTION AUTHORIZING THE CITY OF GRAND RAPIDS TO AMMEND LIMITED USE PERMIT #3103-0027 WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR CP 2015-3, HIGHWAY 2 WEST TRAIL

WHEREAS, The City of Grand Rapids entered into LUP #3103-0027 with MnDOT for a multi-use trail along Highway 2 West in Grand Rapids, MN; and

WHEREAS, The City of Grand Rapids requested an amendment to extend the limits of the permit; and

WHEREAS, The City of Grand Rapids approves the application to the Minnesota Department of Transportation for an amendment to the Limited Use Permit (LUP) for CP 2015-3, Highway 2 West Trail; and

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes application.

Adopted this 24<sup>th</sup> day of May, 2021.

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 21-1893      **Version:** 1      **Name:** GRAHA Premises Permit  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/14/2021      **In control:** City Council  
**On agenda:** 5/24/2021      **Final action:**  
**Title:** Consider adopting a resolution approving LG214 Premises Permit application for Grand Rapids Amateur Hockey Association

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [21- LG214 GRAHA](#)  
[LG214 - GRAHA](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution approving LG214 Premises Permit application for Grand Rapids Amateur Hockey Association

**Background Information:**

GRAHA has submitted an application for premise permit for gambling at Sammy's Pizza, 802 S. Pokegama Avenue.

**Staff Recommendation:**

Adopt resolution and approve application

**Requested City Council Action**

Make a motion adopting a resolution approving LG214 Premises Permit application for Grand Rapids Amateur Hockey Association

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

RESOLUTION NO. 20-\_\_\_\_\_

RESOLUTION APPROVING GRAND RAPIDS AMATEUR HOCKEY ASSOCIATION PREMISES PERMIT

WHEREAS, the Grand Rapids Amateur Hockey Association has presented the City Council of Grand Rapids a LG214 Premises Permit application to conduct gambling at the Sammy's Pizza, 802 Pokegama Avenue South, 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 the Grand Rapids Amateur Hockey Association to conduct gambling at the Sammy's Pizza, 802 Pokegama Avenue South, Grand Rapids, Minnesota.

Adopted by the City Council this 24<sup>th</sup> day of May, 2021.

---

Dale Christy, Mayor

ATTEST:

---

Kimberly Gibeau, City Clerk

Councilor \_\_\_\_\_ seconded the foregoing resolution and the following voted in favor thereof: \_\_\_\_\_; and the following voted against 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: Grand Rapids Amateur Hockey Association

License Number: 02682

Chief Executive Officer (CEO) David Kuschel

Daytime Phone: \_\_\_\_\_

Gambling Manager: Dale Christy

Daytime Phone: 218-259-4668

**GAMBLING PREMISES INFORMATION**

Current name of site where gambling will be conducted: SAMMY'S (2007)

List any previous names for this location:

Street address where premises is located: 502 S. PENNINGTON AVENUE  
(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: /Grand Rapids State Bank Bank Account Number: 1048843

Bank Street Address: 523 NW 1st Ave 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:
<u>1100 SW 23rd Ave</u>	<u>Grand Rapids</u>	<u>MN</u>	<u>557441</u>
		<u>MN</u>	
		<u>MN</u>	

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

<p style="text-align: center;"><b>CITY APPROVAL</b> for a gambling premises located within city limits</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>Title: _____ Date Signed: _____</p>	<p style="text-align: center;"><b>COUNTY APPROVAL</b> for a gambling premises located in a township</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>Title: _____ Date Signed: _____</p>
<div style="border: 1px solid black; padding: 10px; text-align: center; width: fit-content; margin: 0 auto;"> <p><b>Local unit of government must sign.</b></p> </div>	<p>TOWNSHIP NAME: _____</p> <p>Complete below only if required by the county. 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>Title: _____ Date Signed: _____</p>

**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> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

*Dave Koschul*

5/6/21

Signature of Chief Executive Officer (designee may not sign)

Date

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

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;

Minnesota's Department of Public Safety, Attorney General, Commissioners of Administration, Minnesota Management & 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.

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: GRAND RAPIDS AMATEUR HOCKEY ASSOCIATION License/Site Number: 02682-? Daytime Phone: 218-255-4668

Address: PO Box 467 City: GRAND RAPIDS State: MN Zip: 55744

Name of Leased Premises: TKMJM Inc DBT Sammys P 1339 Street Address: 802 S Pokegama Ave. City: Grand Rapids State: MN Zip: 55744 Daytime Phone: 218 255 2031

Name of Legal Owner: Tony Terulka Business/Street Address: Mn 55744 State: MN Zip: 55744 Daytime Phone: 218 255 2031

Name of Lessor (if same as legal owner, write "SAME"): Same Address: City: State: Zip: Daytime Phone:

Check applicable item:

New or amended lease. Effective date: . Submit changes at least ten days before the effective date of the change.

New owner. Effective date: . Submit new lease within ten days after new lessor assumes ownership.

CHECK ALL ACTIVITY THAT WILL BE CONDUCTED (no lease required for raffles)

Pull-Tabs (paper)  Electronic Pull-Tabs

Pull-Tabs (paper) with dispensing device  Electronic Linked Bingo

Bar Bingo  Bingo

Tipboards

Paddlewheel  Paddlewheel with table

Electronic games may only be conducted:

- at a premises licensed for the on-sale of intoxicating liquor or the on-sale of 3.2% malt beverages; or
- at a premises where bingo is conducted as the primary business and has a seating capacity of at least 100.

PULL-TAB, TIPBOARD, AND PADDLEWHEEL RENT (separate rent for booth and bar ops)

**BOOTH OPERATION:** Some or all sales of gambling equipment are conducted by an employee/volunteer of a licensed organization at the leased premises.

**ALL GAMES, including electronic games:** 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.

**BAR OPERATION:** All sales of gambling equipment conducted by the lessor or lessor's employee.

**ELECTRONIC GAMES:** Monthly rent to be paid: 15 % , not to exceed 15% of the gross profits for that month from electronic pull-tab games and electronic linked bingo games.

**ALL OTHER GAMES:** Monthly rent to be paid: 20 % , 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.

BINGO RENT (for leased premises where bingo is the primary business conducted, such as bingo hall)

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.

LEASE TERMINATION CLAUSE (must be completed)

The lease may be terminated by either party with a written 30 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:

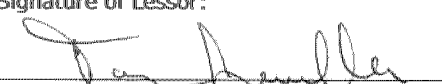
- trash removal
- electricity, heat
- snow removal
- storage
- janitorial and cleaning services
- other utilities or services
- lawn services
- security, security monitoring
- cost of any communication network or service required to conduct electronic pull-tabs games or electronic bingo
- in the case 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: 4/23/21

Signature of Organization Official (Lessee):  Date: 4/23/21

Print Name and Title of Lessor: Tony Terulke Owner

Print Name and Title of Lessee: DALE CHRISTY GAMBLING MANAGER

**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

## Legislation Details (With Text)

<b>File #:</b>	21-1899	<b>Version:</b>	1	<b>Name:</b>	PW PT Eligibility List Additions for Spring/Summer Maintenance
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	5/18/2021	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	5/24/2021	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Consider approving additions to the Public Works Part-Time Eligibility List for the 2021 Spring/Summer Maintenance Season.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">2021 5-24 PW Spring-Summer PT Eligibility List</a>				

Date	Ver.	Action By	Action	Result
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Consider approving additions to the Public Works Part-Time Eligibility List for the 2021 Spring/Summer Maintenance Season.

### **Background Information:**

The Public Works Department hires part-time workers for the Spring/Summer Maintenance Season to work on all city owned property such as parks, athletic fields, right-of-ways, Itasca Calvary Cemetery and the Itasca County Airport. Ratification for the start of employment for these additions to the Eligibility List will be May 25th, 2021 and continue until October 30th, 2021. Both of the new additions to this list will receive a wage rate of \$15.00 per hour as first year employees. The cost for these part-time employees is included in the 2021 Budget.

### **Staff Recommendation:**

Matt Wegwerth, Public Works Director/City Engineer, approves the additions to the Public Works Part-Time Eligibility List for the Spring/Summer Maintenance Season.

### **Requested City Council Action**

Make a motion to approve additions to and authorize hiring workers from the Public Works Department's Part-Time Eligibility List for the 2021 Spring/Summer Maintenance Season.



**PW 5-24-21 Summer PT Eligibility List:**

<u>New Hires: \$15.00</u>	<u>2nd Year Hires: \$15.25</u>	<u>3rd Year Hires: \$15.50</u>	<u>4th Year Hires: \$15.75</u>	<u>4th Year +: \$16.00</u>
Emmet Ward				
Ethan Ward				



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 21-1900      **Version:** 1      **Name:** Carlson Resignation  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/18/2021      **In control:** City Council  
**On agenda:** 5/24/2021      **Final action:**  
**Title:** Consider accepting the resignation of Brielle Carlson from the Human Rights Commission and authorize filling the vacancy

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider accepting the resignation of Brielle Carlson from the Human Rights Commission and authorize filling the vacancy

**Background Information:**

Brielle Carlson has submitted a notice of resignation, creating a vacancy on the Human Rights Commission, term to expire 3/1/2024.

**Staff Recommendation:**

Accept resignation and authorize filling the vacancy.

**Requested City Council Action**

Make a motion accepting the resignation of Brielle Carlson from the Human Rights Commission and authorize filling the position.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 21-1904      **Version:** 1      **Name:** New Fire Hall DACF door access control  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/19/2021      **In control:** City Council  
**On agenda:** 5/24/2021      **Final action:**  
**Title:** Consider approving a quote from Gartner Refrigeration and Temperature Controls to install and integrate with existing system, door access control at new Fire Hall and addition to Domestic Animal Control Facility.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Access controls Grand Rapids Fire Hall and Police Storage REVISED GTC\\$\\$](#)

Date	Ver.	Action By	Action	Result
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Consider approving a quote from Gartner Refrigeration and Temperature Controls to install and integrate with existing system, door access control at new Fire Hall and addition to Domestic Animal Control Facility.

**Background Information:**

Currently City Hall and the exiting Fire Hall door access is electronically controlled by a system installed and maintained by Gartner. With the construction of the new Fire Hall and Domestic Animal Control Facility addition we budgeted for an extension of this system to accommodate these two new buildings. This work was separated from the contracts for construction but kept in the budget so we could procure Gartner for this special service since they already maintain our existing system. The quote from Gartner for this work is \$37,075 and will be paid for out of the new Fire Hall/ Domestic Animal Control Facility addition budget.

**Staff Recommendation:**

Staff recommends council consider authorizing Building Maintenance to accept quote and authorize Gartner Refrigeration and Temperature Controls to install door access control at the new Fire Hall and Domestic Animal Control Facility addition, extending our existing system at a cost of \$37,075.

**Requested City Council Action**

Make a motion authorizing Building Maintenance to accept quote and authorize Gartner Refrigeration and Temperature Controls to install door access control at the new Fire Hall and Domestic Animal Control Facility addition, extending our existing system at a cost of \$37,075.



Date: 3-25-2021

Attn: Nate Morlan

Project: Grand Rapids Fire Hall and Police Evidence Storage

*Overview:*

We will provide labor and materials to meet division 230913 and 230923 of specifications. This labor sale covers: **(BAS) Integration and Access Controls (AC)**. This work scope includes: application engineering, project management, field installation, installation checkout, owner training and a one year installation labor and materials warranty.

**New Fire Hall**

( X ) AC – Access Control .....	\$18,021.00
( X ) BAS – Integration to City Hall .....	\$ 5,440.00
TOTAL	\$23,461.00

**Police Department Evidence Storage**

( X ) AC – Access Control .....	\$ 9,977.00
( X ) BAS – Integration to City Hall .....	\$ 3,637.00
TOTAL	\$13,614.00

**TOTAL ALL \$ 37,075.00**

*Acceptance Statement:*

We have reviewed and accept the terms of your proposal as written. We additionally acknowledge our meeting with your company representative provided us details to the scope of work you proposed. The date of this signing will become our commencement date and notice to proceed.

Today's date: \_\_\_\_\_

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

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

Accepted Contract Amount: \$ \_\_\_\_\_

*Notes:*

*Gartner Requirements:*

This project set-up will require site billing address, contact personal. Please identify if required: certified payroll, forms, lien waivers, retainage amount and insurance. Gartner will progress bill based on installation timeline.

Billing Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

*Notes:*

*Respectfully Submitted by:*

Adam Salmela; Account Manager, 218-391-6553

Ryan Kyllonen; *Project Estimator*, 218-740-1129

Alan Gajda; *Project Manager*, 218-740-1137

Brian Kreager; *Refrigeration Project Estimator*, 218-740-1125



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 21-1905      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/20/2021      **In control:** City Council  
**On agenda:** 5/24/2021      **Final action:**  
**Title:** Consider approving a resolution authorizing host approval and consent to the issuance by the City of International Falls, MN of revenue notes or other obligations on behalf of Northland Counseling Center, Inc., and calling for a public hearing on June 28, 2021 at or after 5:30p.m.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Northland Counseling - HOST RESOLUTION CALLING FOR PUBLIC HEARING.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving a resolution authorizing host approval and consent to the issuance by the City of International Falls, MN of revenue notes or other obligations on behalf of Northland Counseling Center, Inc., and calling for a public hearing on June 28, 2021 at or after 5:30p.m.

**Background Information:**

Northland Counseling Center, Inc., is a 501(c)(3) non-profit corporation that is undertaking multiple projects consisting of the following:

- Finance or refinance the costs of the acquisition, renovation, construction and equipping of an existing health care facility located in International Falls, MN.
- Refinance certain existing taxable debt of the Borrower related to the acquisition, renovation, construction and equipping of certain health care and/or multifamily housing facilities: one located in International Falls, MN and six located in Grand Rapids, MN.

Northland Counseling Center, Inc., is requesting the City host approval and consent to the issuance by the City of International Falls, MN financing not to exceed \$4,235,000 of revenue notes.

Non-profit entities that have a 501(c)(3) Internal Revenue Service designation can incur debt obligations at a tax-exempt interest rate. However, the non-profit organization requires the assistance of a local political subdivision (a City) in acquiring this type of financing. The City of Internal Falls, MN will act as the issuer of the debt and the non-profit entity is the borrower. The City of Grand Rapids is a host as some of the properties are within the City of Grand Rapids, MN.

The law firm of Kennedy & Graven has assisted their legal counsel in preparing the attached resolution calling for a public hearing. Northland Counseling Center, Inc., will pay all costs in connection with the Project.

**Requested City Council Action**

Make a motion approving a resolution authorizing host approval and consent to the issuance by the City of International Falls, MN of revenue notes or other obligations on behalf of Northland Counseling Center, Inc., and calling for a public hearing on June 28, 2021 at or after 5:30p.m.

Extract of Minutes of a Meeting of the  
City Council of the  
City of Grand Rapids, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Grand Rapids, Minnesota, was duly held at the City Hall in said City on Monday, the 24th day of May, 2021, at or after 5:00 P.M.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION CALLING FOR A PUBLIC HEARING ON  
CONSENT TO THE ISSUANCE OF REVENUE NOTES AND  
AUTHORIZING THE PUBLICATION OF A NOTICE OF THE HEARING  
(NORTHLAND COUNSELING PROJECT)**

The motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_, and after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION CALLING FOR A PUBLIC HEARING ON  
CONSENT TO THE ISSUANCE OF REVENUE NOTES AND  
AUTHORIZING THE PUBLICATION OF A NOTICE OF THE HEARING  
(NORTHLAND COUNSELING PROJECT)**

(a) WHEREAS, Minnesota Statutes, Chapter 462C and Sections 469.152 to 469.165, as amended (collectively, the "Act"), confer upon cities the power to issue revenue bonds to finance or refinance a program for the purposes of planning, administering, making, or purchasing loans with respect to one or more multifamily housing developments and/or health care facilities within the boundaries of a city; and

(b) WHEREAS, the City of Grand Rapids, Minnesota ("Grand Rapids"), has received a proposal from Northland Counseling Center, Inc., a Minnesota nonprofit corporation (the "Borrower"), that the City of International Falls, Minnesota ("International Falls"), undertake a program to assist in financing, among other things, the "Project" described in the form of Notice of Public Hearing attached hereto as Exhibit A, a portion of which is located in Grand Rapids, through the issuance of revenue notes or other obligations, in one or more series (the "Notes") pursuant to the Act; and

(c) WHEREAS, Grand Rapids has been advised that a public hearing and City Council host approval of and consent to the financing of the Project is required under the Act and Section 147(f) of the Internal Revenue Code because some of the facilities to be financed or refinanced by the Notes are located in Grand Rapids:

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

1. A public hearing on the proposal of the Borrower will be held at the time and place set forth in the Notice of Public Hearing attached hereto as Exhibit A (the "Notice").

2. On the basis of information available to Grand Rapids, the general nature of the Project and an estimate of the aggregate principal amount of revenue bonds or other obligations to be issued to finance or refinance the proposal are described in the Notice.

3. The City Clerk is hereby authorized and directed to cause notice of the hearing to be given one publication in the official newspaper of Grand Rapids and a newspaper of general circulation available in Grand Rapids, not less than 15 days nor more than 30 days prior to the date fixed for the hearing, substantially in the form of the Notice with such changes as required or approved by counsel.

4. The Borrower shall pay to Grand Rapids any and all costs paid or incurred by Grand Rapids in connection with the Notes or the financing contemplated herein, whether or not the financing is carried to completion and whether or not the Notes or operative instruments are executed and delivered.



Adopted by the City Council of the City of Grand Rapids, Minnesota, this 24th day of May, 2021.

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Mayor

ATTEST:

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City Clerk

STATE OF MINNESOTA  
COUNTY OF ITASCA  
CITY OF GRAND RAPIDS

I, the undersigned, being the duly qualified and acting City Clerk of the City of Grand Rapids, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City duly called and held on the date therein indicated, insofar as such minutes relate to calling for a public hearing on the approving the issuance of a revenue obligation for a project in the City.

WITNESS my hand this \_\_\_\_ day of May, 2021.

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

EXHIBIT A

NOTICE OF PUBLIC HEARING  
ON A PROPOSAL FOR CONSENT TO THE ISSUANCE OF  
REVENUE NOTES  
(NORTHLAND COUNSELING PROJECT)

Notice is hereby given that the City Council of the City of Grand Rapids, Minnesota (the "City") will meet at the City Hall, 420 North Pokegama Avenue in the City, at or after 5:30 p.m. on Monday, June 28, 2021 to consider giving host approval and consent to the issuance by the City of International Falls, Minnesota (the "International Falls") of revenue notes or other obligations, in one or more series (the "Notes"), under Minnesota Statutes, Chapter 462C and Sections 469.152 through 469.165, as amended (the "Act"), in order to finance the costs of the project described below.

Northland Counseling Center, Inc., a Minnesota nonprofit corporation and 501(c)(3) organization (the "Borrower"), proposes to use the proceeds of the Notes to (i) finance and refinance, in part, the acquisition, renovation, construction, and equipping of an existing health care facility located at 1902 Valley Pine Circle in International Falls, (ii) refinance certain existing taxable debt of the Borrower related to the acquisition, renovation, construction, and equipping of certain existing health care and/or multifamily housing facilities of the Borrower located at 2000 Spruce Street in International Falls and at 213 Southeast 11th Street, 510 Southeast 13th Street, 1307 South Pokegama Avenue, 402 Southeast 13th Street, 18134 River Road, and 18195 South Crystal Springs Road in the City; (iii) fund any required reserve funds, and (iv) pay all or a portion of costs of issuance of the Notes (collectively, the "Project"). The Borrower is expected to be the owner and/or lessee and the operator of the Project.

The aggregate estimated principal amount of the Notes to finance the Project and related costs will be an amount not to exceed \$4,235,000, with the aggregate estimated principal amount to be issued by International Falls with respect to each of the following properties not to exceed the following amounts:

1902 Valley Pine Circle in International Falls	\$3,000,000
2000 Spruce Street in International Falls	\$185,000
213 Southeast 11th Street in the City	\$100,000
510 Southeast 13th Street in the City	\$70,000
1307 South Pokegama Avenue in the City	\$22,500
402 Southeast 13th Street in the City	\$7,500
18134 River Road in the City	\$375,000
18195 South Crystal Springs Road in the City	\$475,000

The Notes, if and when issued, will not constitute a charge, lien or encumbrance upon any property of the City or International Falls, except the Project, and such obligation will not be a charge against the general credit or taxing powers of the City or International Falls but will be payable from sums to be paid by the Borrower pursuant to a revenue agreement.

At the time and place fixed for the public hearing, the City Council will give all persons who appear at the hearing an opportunity to express their views with respect to the proposal. Written comments will be considered if submitted at the above City office on or before the date of the hearing.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 21-1911      **Version:** 1      **Name:** Consider re-hiring Mary Corwin on a temporary basis through Personnel Dynamics.

**Type:** Agenda Item      **Status:** Consent Agenda

**File created:** 5/20/2021      **In control:** City Council

**On agenda:** 5/24/2021      **Final action:**

**Title:** Consider re-hiring Mary Corwin on a temporary basis through Personnel Dynamics.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Personnel Dynamics](#)

Date	Ver.	Action By	Action	Result
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Consider re-hiring Mary Corwin on a temporary basis through Personnel Dynamics.

**Background Information:**

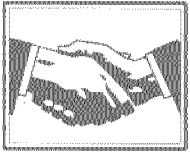
Mary Corwin retired from the Grand Rapids Police Department in 2016. In the past, we have utilized Mary as a transcriptionist in the GRPD on a temporary basis depending on the work load. We will have a staffing shortage from June 7, 2021 for approximately six weeks and would like to bring Mary back on a temporary basis through Personnel Dynamics, just as we have done in the past. Her rate of pay will be \$20.00 per hour. We have a current contract with Personnel Dynamics stating they will assume all payroll responsibilities as well as Worker's Compensation Insurance on a weekly basis for the hourly rate + 35%.

**Staff Recommendation:**

The GRPD are recommending the temporary hiring of Mary Corwin on an as-needed basis though Personnel Dynamics at a rate of \$20.00 per hour.

**Requested City Council Action**

Make a motion to re-hire Mary Corwin as temporary Transcriptionist through Personnel Dynamics effective June 7, 2021 at a rate of \$20.00 per hour.



**PERSONNEL**  
**dynamics**  
*Staffing Solutions - Inc.*

November 9, 2020

City of Grand Rapids  
420 N. Pokegama Ave  
Grand Rapids, MN 55744

As of **January 1, 2021**, Personnel Dynamics LLC - hereinafter called Company - and City of Grand Rapids - the Customer, will enter into the following contract.

Company will agree to advertise for and screen all candidates before passing resumes onto the Customer. If the Customer does not hire any candidates through Company, there shall be a \$15 surcharge to Customer for all submitted resumes.

If Customer chooses a candidate from Company, we agree to assume all payroll responsibilities for workers for Customer as needed. Company will pay employees, will withhold Federal and State income taxes according to individual W-4 allowance certificate, will withhold employee's portion of FICA tax, will contribute employer's portion of FICA tax and will contribute to Federal and State Unemployment Compensation funds. Company will provide Worker's Compensation Insurance for employee and will provide certificates of insurance upon request.

Company will pay employees weekly and file all required Federal and State payroll reports, including W-2 forms.

Customer agrees to provide a safe work area for employees and, also agrees to pay invoices billed weekly for hours worked upon receipt and has given a personal guarantee that invoices will be paid in a timely fashion. If the Customer fails to pay the Company the invoice amount upon receipt, the Company reserves the right to withhold wages to the employee(s), and/or terminate this contract with the customer.

Employee will be paid at time and a half for hours over 40 per week, and Customer will be charged accordingly. Holiday pay and vacation pay is at the discretion of the Customer and must indicate authorization for such pay on the timecard. Customer has the option of hiring the employee after 90 days at no additional cost.

Customer will assure that Company's employees receive all required general and specific training on employee safety, shall keep the workplace free from recognized hazards that are causing or likely to cause death or serious physical to Company employees, and shall comply with occupational safety and health standards. Customer will report any injuries to Company in a timely manner. Also, Customer must submit information regarding any termination (including layoffs and voluntary quit) to the Company. Also, Customer must submit information regarding any termination (including layoffs and voluntary quit) to the Company.

Customer agrees to promptly report to Company any direct payment of bonuses, incentives, etc. by Customer to Company leased employees in order that proper payroll tax reporting can be maintained.

PERSONNEL DYNAMICS, LLC

By: Kyla Ward  
Kyla Ward - Personnel Dynamics, LLC

By: Lynn DeGrio  
Lynn DeGrio - City of Grand Rapids

Hourly wage + 35% = Hourly Billing Rate



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 21-1916      **Version:** 1      **Name:** Rescinding local emergency declaration  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/20/2021      **In control:** City Council  
**On agenda:** 5/24/2021      **Final action:**  
**Title:** Consider adopting a resolution rescinding Resolution 20-52  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Rescinding Res 20-52, local emergency delcaration](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution rescinding Resolution 20-52

**Background Information:**

On July 27, 2020, the City Council adopted Resolution 20-52, proclaiming and declaring a local emergency due to the Covid-19 health pandemic. With the change in CDC guidelines, easing of restrictions by Gov. Walz, the pandemic has evolved so as to allow City Council, members of Boards & Commissions and staff to return to on-site operations of public meetings.

**Requested City Council Action**

Make a motion adopting a resolution rescinding Resolution 20-52

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

## RESCISSION OF RESOLUTION No. 20-52 WHICH PROCLAIMED AND DECLARED A LOCAL EMERGENCY

**WHEREAS**, Dale Christy, the Mayor of the City of Grand Rapids, Minnesota (the "Mayor") finds that under the authority provided by Minnesota Statutes Chapter 12 and related laws of the State of Minnesota, that the local emergency (the "**Emergency**") that existed in the City of Grand Rapids which provided the justification for Resolution 20-52 has now evolved to the point that there is not presently a condition that exists which warrants the continuation of Resolution 20-52.

**WHEREAS**, the State-declared Emergency, the local emergency, and concerns for the safety of City staff and the public, have evolved to the point that City Council members (including all Boards and Commissions of the City), City staff, and members of the public can now be present at the meeting locations of the City pursuant to *Minnesota Statutes, Section 13D.021, subd. 1 (3) and (4)*.

**WHEREAS**, the Mayor and Council further find that the pandemic has evolved to the point that City Council members (including all Boards and Commissions of the City), staff, and members of the public can now be present at the meeting locations of the City pursuant to *Minnesota Statutes, Section 13D.021, subd. 1 (3) and (4)*. *However, all mandates of the Governor will and must be followed; this includes but is not limited to social distancing and the wearing of face coverings, etc.*

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

1. By signing this Resolution, Mayor Dale Christy declares that the COVID-19 global health pandemic has evolved to a point that City Council members (including all Boards and Commissions of the City), staff, and members of the public can now be present at the meeting locations of the City pursuant to *Minnesota Statutes, Section 13D.021, subd. 1 (3) and (4)*. *However, all mandates of the Governor will and must be followed; this includes but is not limited to social distancing and the wearing of face coverings, etc.*
2. With adoption of this resolution, the City Council rescinds Resolution 20-52.
3. City Council members (including all Boards and Commissions of the City), staff, and members of the public can now be present at the meeting locations of the City pursuant to *Minnesota Statutes, Section 13D.021, subd. 1 (3) and (4)*. *However, all mandates of the Governor will and must be followed; this includes but is not limited to social distancing and the wearing of face coverings, etc.*
4. The City Clerk is directed to give this declaration and resolution prompt and general publicity and file consistent with *Minnesota Statutes, Section 12.29*.

The foregoing resolution was offered by Councilmember \_\_\_\_\_, who moved its adoption, and upon due second by Councilmember \_\_\_\_\_, was passed by the following vote:

Passed: \_\_\_\_\_, 2021

ATTEST:

APPROVED:

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

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





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 21-1920      **Version:** 1      **Name:** Early Retirement Incentive Program  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/20/2021      **In control:** City Council  
**On agenda:** 5/24/2021      **Final action:**  
**Title:** Consider an Early Retirement Incentive Program (ERIP).  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [5-17-21 Early Retirement Incentive Program 2021 Final \(revised\)](#)

Date	Ver.	Action By	Action	Result
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Consider an Early Retirement Incentive Program (ERIP).

**Background Information:**

Based on the City Administrators three-year financial forecast, the City will need to consider either reducing the budget by approximately \$400k, utilize General Fund Reserves to buy down the levy, or a combination of both. This is primarily due to a three-year spike in the annual debt service levy which will drop by approximately \$160k in 2024 and an additional \$330k in 2025.

With around 70% of the operating budgeting consisting of wages and benefits, it is proposed to offer an ERIP. The proposed program is attached. Under the requirements there are nineteen full-time employees who would qualify. Depending on which positions retire, there are opportunities to hold off on filling the potential vacant position for three to five years. This will result in operating budget reductions.

**Staff Recommendation:**

City staff is recommending the approval of the ERIP.

**Requested City Council Action**

A motion to approve the ERIP.

**CITY OF GRAND RAPIDS  
2021 EARLY RETIREMENT INCENTIVE PROGRAM PACKET**

## INFORMATION SHEET

The City of Grand Rapids, Minnesota (the City) is implementing the below-described one-time program to provide employees who may be considering retirement an incentive to retire and to subsequently save the City money by reducing budgeted annual salary costs. Participation in the program is voluntary. No eligible employee is obligated to participate nor will any eligible employee be pressured into participating. Further, no employee will be subject to reprisal for applying or not applying for the benefit.

### Section 1. Eligibility

Employees who satisfy the following criteria are eligible to apply to participate in the City's Early Retirement Incentive Plan (ERIP):

- a. **Retirement Plan Eligibility.** The employee must be eligible for a retirement annuity from a public retirement plan such as Public Employee Retirement Association (PERA); and
- b. **10 Years Employment with City** The employee must have been a regular full-time City employee for at least 10 years prior to the employee's expected retirement date; and
- c. **Participation in City-sponsored group health insurance plan.** On the date the employee chooses to retire, he or she must be an employee of the City who is participating in a City-sponsored group health insurance plan. Temporary employees, interns, seasonal employees, elected officials and student workers are not eligible.

### Section 2. Requirements

In addition to being eligible as provided in Section 1 of the ERIP, employees' participation in the program is conditioned on compliance with the following requirements:

- a. **July 30, 2021 Application Deadline.** A City of Grand Rapids employee must apply for the ERIP by submitting the attached Participation Agreement no later than July 30, 2021; and
- b. **December 31, 2021 Retirement Deadline.** The employee must resign and retire on or before December 31, 2021; and
- c. **Release of Claims.** The employee must execute the attached Release of Claims Agreement and submit the same to the City Administrator on or before the employee's retirement date.

### Section 3. Program Benefits

Employees who are eligible and choose to participate in the ERIP (participating employees) will receive \$15,000 annually for five (5) years (60 months). Additionally, employees who retire prior to November 1, 2021 under the ERIP will receive an additional one-time payment of \$3,500. To the extent an employee is eligible for payment under this provision greater than their 2021 annual salary, any amounts in excess of their 2021 annual salary will be paid in the form of a contribution toward their MSRS.

For clarification purposes those whose salary is less than \$75,000 the following EXAMPLE<sup>1</sup> is provided:

Total Early Retirement Benefit	\$75,000
Annual Salary of Employee	\$62,000
Year 1 Program Benefit	\$15,000 (lump sum payment)
Year 2 Program Benefit	\$15,000 (lump sum payment)
Year 3 Program Benefit	\$15,000 (lump sum payment)
Year 4 Program Benefit	\$15,000 (lump sum payment)
Year 5 Program Benefit	\$2,000 (lump sum payment); AND \$13,000 (contribution toward MSRS account)

Participating employees will also be eligible for payment in full for any unused Flexible Time Off (FTO) up to a maximum of 288 hours. A participating employee may elect to use and exhaust his/her FTO before his/her actual employment termination date up to and including December 31, 2021, subject to the approval of the participating employee's department head.

The ERIP benefits described in this section will be issued to participating employees as consideration for said employees' early retirement and execution of the attached Release of Claims agreement. The benefits described in this section will be issued to participating employees only after said employees have met all the requirements specified in Section 2 above.

**Section 4. Retiree Health Coverage Continuation under Minn. Stat. § 471.61, subd. 2b.**

A participating employee and his/her dependent(s) who are eligible to receive a retirement annuity from a Minnesota public retirement plan such as PERA (your pension service credit need NOT be exclusively with the City of Grand Rapids) may continue to participate indefinitely in the City's sponsored hospital, medical, and dental insurance group that the employee participated in immediately before retirement, under and limited to the conditions set forth in Minnesota Statutes, section 471.61, subdivision 2b, clauses (a) through (k), which conditions are incorporated herein by reference, provided that the participating employee pays the full premium for such insurance coverage. The City will make no contributions for such employee's retirement health insurance premiums.

**Section 5. Program Application**

Eligible City employees who are interested in the ERIP will have from the effective date of this program through July 30, 2021 to apply for ERIP by submitting a Participation Agreement and Release of Claims to the City Administrator

Employees eligible for this incentive program must retire on or between July 30, 2021 and December 31, 2021. **Once an employee's Participation Agreement and Release of Claims is received, and following the 15-day rescission period, the retirement date cannot be extended or withdrawn; it must be taken on the date selected by the**

<sup>1</sup> The chart is an EXAMPLE ONLY. This chart is intended to provide an EXAMPLE of how the program benefit would be paid for an employee whose salary was less than \$75,000 in 2021.

**participating employee, except that said employee** may retire sooner with the approval of the participating employee's department head.

All Early Retirement Incentive Program applications must be submitted in writing to the City Administrator no later than noon on July 30, 2021.

**Section 6. Rescission Period**

Once the employee signs the Participation Agreement and Release of Claims and submits it to the City Administrator, the employee will have fifteen (15) calendar days from the date the form is submitted to the City Administrator to rescind the election. To rescind the election to participate, an employee must provide written notice to the City Administrator no later than 4:30 p.m. on the last day of the rescission period.

**Section 7. Other Considerations**

- Consideration of this offer and acceptance thereof are strictly voluntary.
- To accept this offer, an eligible employee must complete and submit the enclosed Participation Agreement to the City Administrator and sign, date, and submit to the City Administrator the enclosed Release of Claims agreement.
- Employees considering this offer are encouraged to consult legal counsel prior to executing the attached Release of Claims agreement.
- Employees that separate employment with the City pursuant to the Early Retirement Incentive Program may not be rehired as a benefit-earning employee.
- The ERIP may be of value to you if you carefully evaluate your individual circumstances and then decide if it is right for you. Every employee's personal situation is unique. Only you can decide if the benefits and advantages of the ERIP offers outweigh any disadvantages of leaving City employment. The City encourages you to take your time to evaluate your circumstances before deciding what is right for you.
- All payments made to participating employees under this plan will be subject to any applicable payroll deductions and withholdings.

**Section 8. Notice**

In accordance with the Age Discrimination and Employment Act (ADEA) and the Older Workers Benefit Protection Act (OWBPA) and its implementing regulations, 29 C.F.R. §1625.22, notice of the Early Retirement Incentive Program will be provided to all eligible employees at least forty-five days (45) prior to implementation of the program. The notice will:

1. Make available a listing of job titles and ages of all individuals who are eligible for the Program, as well as the individuals who are not eligible.
2. Inform employees that under Minnesota Statute 471.61, subd. 2b, the City must provide former employees, who meet age and service requirements to receive an annuity from a Minnesota pension plan, with the opportunity to elect to continue their medical and dental insurance coverage for an indefinite period of time. The former employee must pay the full cost of the monthly premiums to continue such coverage.
3. Include a copy of this Program document and the Early Retirement Incentive Program Agreement and Waiver.
4. Advise employees to review the Early Retirement Incentive Program Agreement and Waiver with a financial advisor and/or legal counsel of his or her choosing prior to execution of the ERIP Agreement and Waiver.

Adopted by the City Council on [date]

## PARTICIPATION AGREEMENT

I hereby apply for the Early Retirement Incentive Program (ERIP) from the City of Grand Rapids. For purposes of this Participation Agreement and Release of Claims, the term "City" refers to the City of Grand Rapids and includes their past, present and future officers, officials, employees, volunteers, and agents, insurers, representatives, counsel, administrators, or any of them, in both their individual and official capacities. I have read the ERIP Information Sheet in this packet and understand the terms and conditions of the ERIP and agree to be bound by those conditions.

I will be eligible for a PERA pension on the following dates:

- Full unreduced pension on \_\_\_\_\_ (date).
- Early (reduced) pension on \_\_\_\_\_ (date)

### **A. Resignation or Retirement.**

I understand that by signing this Agreement, I voluntarily agree to resign from my employment with the City of Grand Rapids on the following date:

\_\_\_\_\_ (date)

I understand and agree that by participating in the Early Retirement Incentive Program and signing this Participation Agreement and Release of Claims, I may not return to employment in any permanent position with the City of Grand Rapids. I further understand and agree that if I accept another position with the City prior to my separation date, regardless of the starting date of the position, I will not be eligible for and will not receive any incentive payment under this Program.

I further understand and agree that I will sign the Release of Claims Agreement provided to me as a part of the ERIP packet on my last day of employment with the City and that my participation in the program is contingent upon the City's receipt of that signed Release of Claims agreement.

### **B. Benefits Paid under the Early Retirement Incentive Program.**

I agree that if I have provided the City with a signed and dated Release of Claims Agreement as set forth above, in exchange for my voluntary separation, the City of Grand Rapids will provide me with the benefits and additional pay as set forth in Section 3 of the Information Sheet in this packet.

### **C. My Acknowledgement of the Consideration and Purpose of the Release of Claims**

I received the Early Retirement Incentive Program materials authorized by the City of Grand Rapids on May 24, 2021, and reviewed them. These materials include descriptions of who is eligible for the Incentive Program and the time limitations under the Incentive Program. The City encouraged me to seek counsel from a financial advisor and lawyer before signing this Participation Agreement and Release of Claims.

I have at least forty-five (45) calendar days to consider whether to sign this Participation Agreement and Release of Claims. I understand that I may knowingly and voluntarily agree to waive the forty-five (45) calendar day consideration period by electing to sign the Participation Agreement and Release of Claims before the forty-five (45) calendar days have passed. The City encouraged me to take my time and carefully evaluate my circumstances before deciding if signing this Participation Agreement and Release of Claims is the right thing for me to do.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Application must be submitted to the City Administrator by 12:00 p.m. on July 30, 2021**



## RELEASE OF CLAIMS AGREEMENT

This Release of Claims Agreement ("Agreement") is made and entered into and executed on the latest date affixed to the signatures hereto by and between the City of Grand Rapids, Minnesota (the "City") and \_\_\_\_\_ ("Employee") in consideration for the City's payment of certain benefits to Employee under the City's early retirement incentive program, for which program Employee has voluntarily applied for and chosen to participate in.

All parties hereto, in consideration of their mutual covenants and Agreements to be performed, as hereinafter set forth, agree as follows:

### **Article 1. Consideration**

In consideration for Employee's voluntary participation in the City's early retirement incentive program and execution of this agreement, the City will pay Employee \$15,000 annually for five (5) years (60 months). To the extent an employee is eligible for payment under this provision greater than their 2021 annual salary, any amounts in excess of their 2021 annual salary will be paid in the form of a contribution toward their MSRS account on or around January 1, 2022. Additionally, if Employee retires prior to November 1, 2021 under this program, the City will make an additional one-time payment of \$3,500 to Employee for the same purpose.

The City will also pay Employee in full for any unused Flexible Time Off (FTO) at the time of Employee's retirement up to a maximum of 288 hours.

The payments described in this Article are the full and final compensation for any and all claims arising out of Employee's employment with the City.

### **Article 2. No Precedent or Past Practice**

All parties to this Agreement hereby acknowledge and agree that: (1) this Agreement is solely for the purposes of resolving the matters in this Agreement; (2) the terms of this Agreement do not have any precedential value beyond this Agreement; and (3) neither this Agreement nor its terms can be introduced, referred to, or in any other way utilized in any subsequent negotiations, mediation, arbitration, litigation, or administrative hearing, except as may be necessary to enforce its provisions and terms.

### **Article 3. No Recall Rights**

Employee agrees that he/she has no recall rights to employment with the City nor will he/she assert such rights under any applicable Labor Agreements between the City and any collective bargaining unit.

### **Article 4. Employee Waiver and Release**

**Section 4.1** Employee knowingly and voluntarily waives his right to pursue and release the City from any and all grievances, claims, demands, actions, liability, damages or rights of any kind, whether known or unknown, that he/she has asserted or may assert, directly arising out of or resulting from Employee's employment with the City to the extent such claims can be waived and released. These claims include, but are not limited to:

- a. Claims for breach of contract, fraud or misrepresentation, deceit, assault and battery, defamation, all forms of unlawful discrimination and/or harassment, negligence, intentional or negligent infliction of emotional distress, mental anguish, humiliation, embarrassment, pain and suffering, reprisal, unfair labor practices, breach of the covenant of good faith and fair dealing, promissory estoppel, negligence or other breach of duty, wrongful termination of employment, retaliation, breach of public policy, vicarious liability, invasion of privacy, interference with contractual or business relationships, reprisal; and
- b. All claims and rights arising under the Veterans Preference Act, Minn. Stat. § 197.46; any applicable Labor Agreement; the City's Personnel Policy Manual; the Minnesota Human Rights Act, Minn. Stat. §§ 363A.01-41; Title VII of the Civil Rights Act, 42 U.S.C. §§ 2000e – e-17; the Family and Medical Leave Act, 29 U.S.C. §§ 2601-54; the Americans with Disabilities Act, 42 U.S.C. § 12101-117; the Rehabilitation Act of 1973, 29 U.S.C. § 701-96i; the Workers' Compensation Act, Minn. Stat. §§ 176.01-.861; the Public Employment Labor Relations Act, Minn. Stat. §§ 179A.01-30; the Equal Pay Act ("EPA"), the Lilly Ledbetter Fair Pay Act of 2009, the Minnesota Occupational Health and Safety Act, Minn. Stat. §§ 182.65-.676; the Minnesota Whistleblower Act, Minn. Stat. §§ 181.931-.935; the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34; and the state and federal Fair Labor Standards Acts, 29 U.S.C. §§ 201-19, Minn. Stat. §§ 177.21-.35; claims for continued health insurance coverage under Minn. Stat. § 299A.465, or other federal, state or local civil rights laws prohibiting discrimination, and any other claims for unlawful employment practices; and common law.
- c. Claims for alleged injuries or damages or compensation for bodily injury, personal injury, wage loss benefits, reinstatement, medical expenses, emotional distress, fines, penalties, punitive damages, attorney's fees, costs and expenses, interest, and claims of injunctive relief.

**Section 4.2** Employee waives his right to contest any recall or failure to recall Employee to employment with the City under Minn. Stat. § 197.46 and any applicable Labor Agreement.

**Article 5. Consideration and Rescission**

**Section 5.1** Employee has 21 days in which to consider this Agreement pursuant to the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34. Employee was provided a copy of this Agreement on \_\_\_\_\_.

**Section 5.2** Employee has the right to rescind the release of the claims set forth in Article 4 of this Agreement with regard to claims arising under the Minnesota Human Rights Act, Minn. Stat. §§ 363A.01-41, within 15 calendar days of execution of this Agreement, and with regard to his rights arising under the Age Discrimination in Employment Act, 29 U.S.C.

§§ 621-34, within 7 calendar days of execution of this Agreement. The two rescission periods shall run concurrently. In order to be effective, the rescission must:

- A. Be in writing;
- B. Be delivered to Tom Pagel, City Administrator, 420 North Pokegama Avenue, Grand Rapids, MN 55744; and
- C. If delivered by mail, the rescission must be postmarked within the required period, properly addressed to Tom Pagel, as set forth above, and sent by certified mail, return receipt requested.

This Agreement will be effective upon the expiration of the 15-day period if there is no rescission. If Employee rescinds this Agreement in accordance with this article, he/she will not be permitted to participate in the City's early retirement incentive program, will not receive the payment(s) set forth in Article 1 of this Agreement and he/she will be obligated to return any benefits and payments if already received pursuant to this agreement.

#### **Article 6. Amendment, Modification, or Termination**

This Agreement or any of its terms may only be amended, modified, or terminated by a written instrument signed by or on behalf of all of the parties hereto or their successors in interest.

#### **Article 7. Entire Agreement**

This Agreement constitutes the entire agreement among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this Agreement, other than the representations, covenants, or inducements contained and memorialized in this Agreement. This Agreement supersedes all prior negotiations and oral and written agreements and understandings with respect thereto.

#### **Article 8. Binding Effect**

This Agreement is binding upon, and inures, to the benefit of the successors, executors, administrators, heirs and legal representatives of the parties hereto. This Agreement is not assignable by any party. Any purported assignment by any party shall be null and void and not operate to relieve such party of its obligations hereunder.

#### **Article 9. Governing Law and Severability**

**Section 9.1** This Agreement is governed by the laws of the State of Minnesota, both as to interpretation and performance. The rule of construction of interpreting a contract against its drafter will not apply to this Agreement.

**Section 9.2** If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable by any branch of government with authority over such provision or portion thereof, the remainder of this Agreement shall be deemed

severable, shall not be affected, and shall remain in full force and effect.

**Article 10. Voluntary and Knowing Action**

Employee acknowledges that: (1) he/she has read and understands the contents of this Agreement; (2) he/she has been given a fair opportunity to discuss and negotiate the terms of this Agreement; (3) he/she is advised to consult an attorney before signing this Agreement; (4) he/she was represented by an attorney prior to signing this Agreement; (5) he/she agrees with the Agreement's provisions and is voluntarily and without duress entering into this Agreement; and (6) he/she has been given at least 21 days to consider this Agreement. If Employee signs the Agreement before the expiration of the 21 day period, it is because he has decided voluntarily that he does not need any additional time to decide whether to sign the Agreement.

**Article 11. Effective Date**

This Agreement is not effective nor executed until the latest date affixed to the signatures hereto.

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

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

Accepted on behalf of the City of Grand Rapids

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

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

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

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 21-1922      **Version:** 1      **Name:** Riverfest Contracts  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/20/2021      **In control:** City Council  
**On agenda:** 5/24/2021      **Final action:**  
**Title:** Consider approving contracts related to Grand Rapids Riverfest  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Yonder Mountain String Band](#)  
[Kathleen Edwards - Riverfest Contract](#)

Date	Ver.	Action By	Action	Result
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Consider approving contracts related to Grand Rapids Riverfest

The City has partnered with KAXE, the Reif Arts Council and the DBA to host the Grand Rapids Riverfest on September 10th and 11th. Attached are contracts with Kathleen Edwards, Yonder Mountain String Band. The City will be reimbursed for the expenses noted in the contracts in accordance with agreements with partners.

Requested Council Action:

Make a motion approving contracts and payments in accordance with said agreements.

This Performance Contract is dated Monday, May 24, 2021 by and between Yonder Mountain Enterprises, LLC f/s/o Yonder Mountain String Band (hereinafter referred to as "Artist") and CenterStage MN Concert Series (hereinafter referred to as "Purchaser"). It is understood and mutually agreed that the PURCHASER engages the ARTIST to perform the following engagement upon all the terms and conditions hereinafter set forth in this agreement. This Performance Contract between ARTIST and PURCHASER consists of this principal agreement together with the Additional Terms and Conditions, ARTIST'S RIDER (if any) and any other exhibits and addenda which are attached hereto and incorporated herein by this reference (collectively, this "Agreement").

**1. Artist:** Yonder Mountain String Band

**2. Engagement Venue:** Grand Rapids Riverfest  
City of Grand Rapids City Parking Lot  
214 North Pokegama Avenue  
Grand Rapids, MN 55744

**3. Date of Engagement:** Saturday, September 11, 2021

**No. Shows: One (1)**

**4. Schedule:** Load In & Sound Check - Per Advance  
12:00pm - Doors  
2:00pm - Annie Humphrey  
4:00pm - Langhorne Slim  
6:00pm - Kathleen Edwards  
8:30pm - Yonder Mountain String Band - 1 (90 min) set plus encore | HEADLINER  
10:00pm - Curfew

Schedule and lineup to be finalized per written approval by Agent/Artist.

**5. Announce Date:** Tuesday, June 1, 2021

**On-Sale Date:** Tuesday, June 1, 2021

**6. Artist Billing:** Artist to be billed as 'Yonder Mountain String Band'. Artist to be billed as headliner.

**7. Billing:** Festival

**8. Age Restriction:** All Ages

**9. Other Acts(s):** Annie Humphrey  
Langhorne Slim  
Kathleen Edwards

**10. Merchandise:** 90/10% All merchandise (Artist sells)  
80/20% All merchandise (Venue sells)

**11. Compensation:** \$35,000.00 USD flat guarantee.

**12. Additional Provisions:** Purchaser to provide and pay for 8 high quality, double occupancy hotel rooms, per advance and approved by Artist.

Purchaser agrees to adherence of all local and state COVID-19 health and safety guidelines, including enforcement of mask-wearing and social distancing, as well as Artist's COVID-19 Rider. Artist agrees to bring all potential violations to Purchaser attention. If violations are not resolved by Purchaser, Artist may cancel performance and be paid in full by the Purchaser.

**13. Deposits:** All payments shall be paid by PURCHASER in United States Dollar (unless otherwise mentioned)

Due Date	Amount
6/11/2021	\$17,500.00

**14. Deposit Remittance:** **BANK INFO:**  
ACH, WIRE TRANSFER, CHECKS: PAYABLE TO Crossover Touring, LLC  
Crossover Touring | P.O. Box 305172, DEPT 162 | Nashville, TN 37230-5172  
First Horizon Bank | ACCT#: 220000506548 | RTN#: 084000026 | SWIFT Code: FTBMUS44  
Wire Transfers fees are the responsibility of the sender.

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**FedEx & UPS SHIPMENTS ONLY: First Horizon Bank | Attention: Crossover Touring  
511 Union St. 3rd Floor | Nashville, TN 37219**

**15. Balance Remittance:** The balance of the guarantee, and/or any and all overages, shall be paid per Artist W9, attached herewith.

<b>16. Tickets:</b>	<u>Tier</u>	<u>Quantity</u>	<u>Comps/Kills</u>	<u>Ticket Price</u>	<u>Total</u>
	Festival 1 Day Pass	5000	--	\$50.00	\$250,000.00
	Festival Weekend Pass	--	--	\$90.00	\$0.00
	Totals	5000	--		
					<i>Gross Potential:</i>
					<i>Net Potential:</i>
					<i>\$250,000.00</i>
					<i>\$250,000.00</i>

**17. Additional Clauses:**

1. Announce/on sale dates are final only with Artist/Agent approval. All billing/admat/assets must be sent to and approved by Artist/Agent in writing, prior to announce/on sale.
2. Purchaser to provide and pay for festival hospitality/on-site catering, and production (sound/monitors/lights), all per Artist rider. Alterations must be approved by Artist in writing.
3. NO PERFORMANCE OF ARTIST, IN WHOLE OR IN PART, SHALL BE STREAMED BY PURCHASER, VENUE OR THEIR AFFILIATES, unless explicitly stated on this contract and/or the streaming is authorized by express prior written consent of Artist.

**18. Artist Assets:** <https://www.crossovertouring.com/yonder-mountain-string-band>

**19. Buyer Signed Contract:** Buyer signed contract and rider due to Crossover Touring no later than Friday, June 11, 0021

**20. Event Contacts:** **Promoter Company:** CenterStage MN Concert Series  
**Promoter:** Kari Hedlund; Email: [khedlund@kaxe.org](mailto:khedlund@kaxe.org); 218-326-1234

RAIN OR SHINE. Inclement weather shall not be deemed a Force Majeure event and PURCHASER shall remain liable for payment to Artist of the full GUARANTEE plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions.

PURCHASER TO PROVIDE AND PAY FOR SOUND, LIGHTS AND ARTIST RIDER REQUIREMENTS. Any additional provision(s), rider, addendum, and/or expense sheet annexed to The Agreement shall also constitute a part of this agreement and shall be signed by all parties to this contract and immediately returned to Crossover Touring.

ANY APPLICABLE EXPENSES OUTLINED ABOVE ARE ESTIMATED AMOUNTS FOR USE IN DEAL CALCULATIONS. SETTLEMENT WILL BE BASED ON ACTUAL DOCUMENTED EXPENSES.

No performance on the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the ARTIST.

It is understood by the PURCHASER(s) and the ARTIST who are parties to this contract that neither Crossover Touring, LLC nor its employees nor directors are parties to this contract in any capacity other than as Agent and, therefore, that neither Crossover Touring, LLC nor its employees nor directors shall be liable for the performance breach of any provision contained herein.

This agreement of the ARTIST to perform is subject to proven detention by sickness, accidents, riots, strikes epidemics, acts of God, or any other legitimate conditions beyond their control.

\*\*\*\*\*CORONAVIRUS (COVID-19) INDEMNIFICATION AND RELEASE OF ALL CLAIMS\*\*\*\*\*

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms but still have the ability to spread the disease. The exact methods of spread and contraction are as yet not fully known, and there is no 100% effective treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.

ASSUMPTION OF RISK: PURCHASER has read and understands the above warning concerning COVID-19. PURCHASER accepts full and complete responsibility to ensure the federal, state and city of Grand Rapids COVID-19 guidelines are complied with during the presentation of Yonder Mountain String Band at Grand Rapids Riverfest City of Grand Rapids City Parking Lot 214 North Pokegama Avenue Grand Rapids, MN 55744.



WAIVER OF LAWSUIT/LIABILITY: PURCHASER hereby forever releases and waives the right to bring suit against Yonder Mountain Enterprises, LLC and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing Yonder Mountain Enterprises, LLC's services. PURCHASER understands that this waiver means CenterStage MN Concert Series gives up any rights to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim PURCHASER may have to seek damages, whether known or unknown, foreseen or unforeseen.

PURCHASER HAS CAREFULLY READ AND FULLY UNDERSTANDS ALL PROVISIONS OF THIS RELEASE, IS FULLY AUTHORIZED TO UNDERTAKE ALL OBLIGATIONS, AND FREELY AND KNOWINGLY ASSUMES THE RISKS AND WAIVES ALL RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**By: X** \_\_\_\_\_

SIGNATURE OF PURCHASER

Dale Christy  
Mayor  
420 N. Pokegama Avenue  
Grand Rapids, MI 55744  
Email: tpage1@ci.grand-rapids.mn.us  
Phone: 218-326-7600

**By: X** \_\_\_\_\_

SIGNATURE OF ARTIST

Yonder Mountain Enterprises, LLC  
2440 Junction Pl, Ste 100  
Boulder, CO 80301

# YONDER MOUNTAIN STRING BAND

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Below you will find artist contact and promotional information for your upcoming show with Yonder Mountain String Band. If you have questions regarding contracts, riders, or other documents, please contact [admin@crossovertouring.com](mailto:admin@crossovertouring.com)

Management: Julie Aijala [management@yondermountain.com](mailto:management@yondermountain.com)

Tour Management / Artist Advance: Julie Aijala [management@yondermountain.com](mailto:management@yondermountain.com)

Production: Ben Hines [jaminhines@hotmail.com](mailto:jaminhines@hotmail.com)

## MARKETING

\*\*\*All announce/on sale dates/admat/marketing must be approved at least 7 days prior to announcement. Please coordinate with Hanah Christiansen\*\*\*

Hanah Christiansen - [hchristiansen@epiccreative.com](mailto:hchristiansen@epiccreative.com) / [marketing@yondermountain.com](mailto:marketing@yondermountain.com)

## BAND BILLING

### “Yonder Mountain String Band”

EPK Materials: [bit.ly/YMSB\\_Marketing\\_Assets](http://bit.ly/YMSB_Marketing_Assets)

Website: <https://www.yondermountain.com/>

Facebook: <https://www.facebook.com/yondermountain/> / @yondermountain

Instagram: <https://www.instagram.com/yondermountain/> / @yondermountain

Twitter: <https://twitter.com/YonderMountain> / @YonderMountain

YouTube: <https://www.youtube.com/user/yondervideo>

Spotify: <https://open.spotify.com/user/yondermountain>

Apple Music: <https://itunes.apple.com/us/artist/yonder-mountain-string-band/72912457>

Pandora: <https://www.pandora.com/artist/yonder-mountain-string-band/ARJzz3r7jlp2p5w>

Hashtags: #YMSB #yondermountain / Fanbase Hashtags: #kinfolk #ymsbkinfolk

Ticket Count: Please add [ticketcounts@yondermountain.com](mailto:ticketcounts@yondermountain.com) + [admin@crossovertouring.com](mailto:admin@crossovertouring.com) to an automated ticket count distribution list.

## **Important Dates**

Announce: [date]

Pre-Sale: [date]

On Sale: [date]

Ticketing Link: [link]

Facebook Event: [link]

**MARKETING PLAN** - Please coordinate any of your marketing efforts to [Hanah Christiansen](#).

## **AD MAT**

The approved Yonder Mountain String Band admat is available as a layered print ad template. Localized here.

## **SOCIAL MEDIA**

Please confirm who will be creating the FB event to ensure we only have traction on one event page. We are happy to host if the venue is unable.

- Who should we give Advertiser access to YMSB Facebook Page for sponsored + dark posts?
- Please send Name, Email Address + Link to profile.

## **PROMOTIONAL IDEAS**

We are always willing to participate in unique marketing campaigns. Let's discuss additional ideas that will work best for both audiences.

## **PRESS**

Please send your press list as well as any specific recommendations for press based on your knowledge of the outlet and our music. Any connections to local media are appreciated, we're always interested in interviews and can occasionally do in-studio performances.

Please send any radio or print proposals.

Please return this document with responses ASAP to:  
Hanah Christiansen / [hchristiansen@epiccreative.com](mailto:hchristiansen@epiccreative.com)

**Thank you!**

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Yonder Mountain Enterprises, LLC</b>		
	2 Business name/disregarded entity name, if different from above <b>Yonder Mountain String Band</b>		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. <b>2440 Junction Pl, Ste 100</b>		Requester's name and address (optional)
6 City, state, and ZIP code <b>Boulder, CO 80301</b>			
7 List account number(s) here (optional)			

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

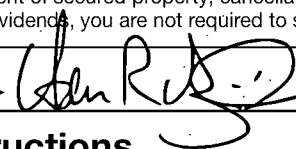
<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
8	4	-	1	5	6	1	0	9	6

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ 	Date ▶ <b>02/03/2021</b>
------------------	----------------------------------------------------------------------------------------------------------------	--------------------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

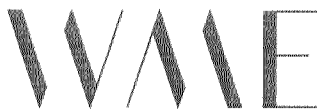
**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



1201 Demonbreun Street, 15th Floor  
Nashville, TN 37203  
USA  
Phone: +1 615-349-4612  
email: BSTR@wmeagency.com

## KATHLEEN EDWARDS

KATHLEEN EDWARDS DBA POTTY MOUTH PRODUCTIONS

ARTIST RIDER AND ADDENDA ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT

Agreement made 18 May 2021 between **KATHLEEN EDWARDS DBA POTTY MOUTH PRODUCTIONS** (hereinafter referred to as "PRODUCER") furnishing the services of **KATHLEEN EDWARDS** (hereinafter referred to as "ARTIST") and **CITY OF GRAND RAPIDS/Tom Pagel** (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST for the Engagement (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the Artist Rider, and any other PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference.

**1. ENGAGEMENT VENUE(S):**

GRAND RAPIDS RIVERFEST  
260 Northeast 2nd Street  
Grand Rapids, MN 55744  
USA

**2. DATE(S) OF ENGAGEMENT:**

**Sat 11 Sep 2021**

a. Number of Shows:

1

b. Show Schedule(s):

12:00 PM: Doors  
02:00 PM: Annie Humphrey; (90 min.)  
04:00 PM: Langhorne Slim; (90 min.)  
06:00 PM: KATHLEEN EDWARDS; (90 min.)  
08:00 PM: Yonder Mountain String Band; (90 min.)  
10:00 PM: Curfew

Outdoors. Stage is covered.

**3. BILLING (in all forms of advertising):**

Festival Billing

**4. COMPENSATION:**

**\$20,000.00 USD (Twenty Thousand U.S. Dollars) flat GUARANTEE.**

*DEPOSIT requirements and PAYMENT TERMS are further set forth below in Section 10.*

**5. PRODUCTION AND CATERING:**

Purchaser to provide and pay for first class sound & lights, per Artist's specifications.

Purchaser to provide and pay for meals, per Artist's specifications.

**Production Contact:**

**6. TRANSPORTATION AND ACCOMMODATIONS:**

a) Air transportation:

- b) Accommodations: Purchaser to provide and pay for hotels, per Artist's specifications.
- c) Air freight and excess baggage:
- d) Ground transportation:
- e) Meals and incidentals:
- f) Other:

Any changes to the above-mentioned arrangements are subject to the sole and exclusive prior written approval of PRODUCER.

**7. SPECIAL PROVISIONS:**

**8. ARTIST RIDER:**

PURCHASER shall provide and pay for all terms and conditions contained in the ARTIST rider and shall fully comply with all provisions thereof.

**9. CURRENCY AND EXCHANGE RATE:**

**10. PAYMENT TERMS:**

a. **DEPOSIT in the amount of \$10,000.00 USD** shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, to be received not later than **11 Aug 2021**; (50% due, 30 days out). The balance shall be paid

All deposit payments shall be paid via certified or cashier's check sent to:

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC  
 ATTN: Buster Phillips  
 1201 Demonbreun Street, 15th Floor  
 Nashville, TN 37203  
 USA

OR via bank wire as follows:

CITY NATIONAL BANK 54 Music Square East Nashville, TN 37203	ABA no.: 064009445 William Morris Endeavor Account No.: 684001426 ORG: City of Grand Rapids / REF: Kathleen Edwards / Sep 11, 2021 WME booking code: PAC 938797
-------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------

*Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name (as sender), name of the artist, start date of the Engagement(s).*

b. BALANCE of the monies shall be paid to and in the name of PRODUCER by certified or cashier's check or bank wire (as designated by PRODUCER), to be received by PRODUCER not later than prior to the first show of the Engagement.

c. Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER in cash (if requested by PRODUCER, and to the extent permitted by law), or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

d. In the event the full price agreed upon to be paid by PURCHASER does not include percentages or overages, and the actual gross box office receipts from the Engagement exceed the gross potential as stated herein, such amounts shall be paid in full to PRODUCER in cash (if required by PRODUCER and to the extent permitted by law) or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

**11. SCALING AND TICKET PRICES:**

	CAP. TYPE	PRICE	COMPS	KILLS	SELLABLE	FAC.FEE	PARKING	CHARITY	TIC.FEE	VIP	SCNDRY	OTHER	NET PRICE	GROSS POT.
Sat 11 Sep 8:00 PM	4,000 (other)	\$50.00	0	0	4,000								\$50.00	\$200,000.00
	<b>4,000</b>		<b>0</b>	<b>0</b>	<b>4,000</b>									<b>\$200,000.00</b>

**SCALING NOTES:**

ADJUSTED GROSS POTENTIAL:	<b>\$200,000.00</b>
TAX:	
NET POTENTIAL:	<b>\$200,000.00</b>

**12. EXPENSES:**

N/A

**13. MERCHANDISING:**

Purchaser sells merchandise. Producer receives 80% of sales. Purchaser receives 20% of sales.

**14. VISAS AND WORK PERMITS:**

**15. TAXES:**

Producer shall pay 2% non-Minnesota resident tax if applicable.

ADDENDUM "A" (ADDITIONAL TERMS AND CONDITIONS), ARTIST RIDER, AND ANY OTHER PRODUCER ADDENDA REFERENCED HEREIN (IF ANY), ARE ALL ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY REFERENCE.

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

By:

CITY OF GRAND RAPIDS  
Dale Christy, Mayor  
420 North Pokegama Avenue  
Grand Rapids, MN 55744  
USA  
Care of: John Bauer

By:

KATHLEEN EDWARDS DBA POTTY MOUTH PRODUCTIONS  
Fed ID: 98-038885

*Return all signed contracts to WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC at the address above; Attention: Phillips*

## ADDENDUM "A"

### ADDITIONAL TERMS AND CONDITIONS

#### A. COMPENSATION

(1) Unless otherwise specified, all payments shall be made in full without any deductions whatsoever, as stated in item 4, Compensation.

#### B. TICKETS

(1) PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from PRODUCER.

(2) There shall be no dynamic ticket pricing unless mutually agreed upon by PRODUCER and PURCHASER in writing. In the event the parties agree to participate in dynamic ticket pricing all terms thereof shall be subject to mutual written approval including, without limitation, all ticket prices and adjustments thereto, scaling, gross box office potential and additional ticketing charges (if any). All elements thereof, including, without limitation, all ticket pricing/scaling/adjustments, ticketing charges (if any) and final gross revenue must be transparent and presented at settlement in writing to PRODUCER to evidence compliance with the foregoing.

(3) PURCHASER agrees that any inclusion of ARTIST's performance hereunder in a subscription or other type of series is subject to the prior written consent of PRODUCER.

(4) PURCHASER shall not commit ARTIST to any interviews, promotional appearances, meet & greets, or otherwise without PRODUCER's prior, written consent, which shall be given or withheld in PRODUCER's sole discretion.

#### C. FACILITIES

(1) PURCHASER agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) all that is necessary for the proper and lawful presentation of the Engagement, including, without limitation, a suitable venue, well-heated, ventilated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and all necessary first class sound equipment in perfect working condition including amplifiers, microphones in number and quality required by PRODUCER, dressing rooms (clean, comfortable, properly heated and air-conditioned and near the stage), all necessary electricians and stage hands, all necessary first class lighting, tickets, house programs, all licenses (including musical performing rights licenses), adequate security, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and PURCHASER shall pay all other necessary expenses in connection therewith.

(2) PURCHASER shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in the attached ARTIST Rider, unless otherwise agreed by PRODUCER and PURCHASER in writing. Exact requirements to be advised if same differs from ARTIST Rider specifications.

(3) PURCHASER will pay all music royalties in connection with PRODUCER's use of music, and in addition, the costs of any musicians (including contractor) other than those furnished by PRODUCER as part of PRODUCER's regular company.

(4) PURCHASER agrees to pay all amusement taxes, if applicable.

(5) PURCHASER shall comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and PRODUCER.

(6) If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands and other personnel for lighting and dress rehearsals. PURCHASER shall furnish at its own expense all other items and personnel including, but not limited to, any and all personnel, including musicians, as may be required by any national or local union(s) required for the proper presentation of the performance hereunder, and any rehearsals therefore, except for those items and personnel which PRODUCER herein specifically agrees to furnish.

(7) PURCHASER shall ensure compliance with all applicable requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s).

(8) PURCHASER shall be solely responsible for providing a safe environment for the Engagement, including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Engagement and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions"). PRODUCER/ARTIST shall not have any liability for any damage or injury caused by such Adverse Conditions.



#### **D. PRODUCTION CONTROL**

- (1) PRODUCER shall have the sole exclusive creative control over the production and presentation of ARTIST's performance at the Engagement hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the ARTIST herein specifically named.
- (2) ARTIST shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. PURCHASER agrees that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the Engagement hereunder. PURCHASER agrees to supply and pay for all supporting acts, if any, which must be requested and/or approved by PRODUCER.
- (3) PURCHASER agrees to promptly comply with PRODUCER's directions as to stage settings for the performance hereunder.
- (4) It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent.

#### **E. EXCUSED PERFORMANCE**

If, as the result of a Force Majeure Event (as defined below), PRODUCER or ARTIST is unable to, or is prevented from, performing the Engagement or any portion thereof or any material obligation under this Agreement, then PRODUCER's and ARTIST's obligations hereunder will be fully excused, there shall be no claim for damages or expenses by PURCHASER, and PURCHASER shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) PURCHASER shall be obligated and liable to PRODUCER for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which PRODUCER may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if ARTIST is ready, willing, and able to perform (but for the occurrence of such Force Majeure Event), then PURCHASER shall nevertheless pay PRODUCER an amount equal to the full GUARANTEE plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not ARTIST is ready, willing and able to perform, PURCHASER shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

A "Force Majeure Event" shall mean any one or more of the following acts which makes any performance(s) by PRODUCER or ARTIST contemplated by this Agreement impossible, infeasible or unsafe: acts of God; act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, act(s) of the public enemy; act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Engagement venue or which PRODUCER and/or ARTIST reasonably believe jeopardizes the safety of ARTIST, any of ARTIST's equipment, musicians or other performers, or any of PRODUCER's key personnel; embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires; explosions; floods; shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform of ARTIST, any of ARTIST's musicians, other performers, crew, representatives or advisors, any of ARTIST's family members, any of PRODUCER's key personnel, or any other person personally known to ARTIST whose death, disability, illness or injury adversely impacts ARTIST's ability to perform in connection with the Engagement; or other similar or dissimilar causes beyond the control of ARTIST or PRODUCER which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe.

#### **F. INCLEMENT WEATHER**

Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and PURCHASER shall remain liable for payment to PRODUCER of the full GUARANTEE plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, PURCHASER shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation, and expense reimbursements for ARTIST and touring party.

#### **G. PRODUCER'S RIGHT TO CANCEL**

PURCHASER agrees that PRODUCER may cancel the Engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the Engagement hereunder. Upon termination of the Agreement in accordance with this Section G, PRODUCER shall return to PURCHASER any deposit previously received by PRODUCER in connection with the Engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement.

#### **H. BILLING**

- (1) ARTIST shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, houseboards and announcements.
- (2) PURCHASER may only use ARTIST's name and pre-approved: voice, likeness, materials, pictures, photographs, image, or other identification of ARTIST (collectively, "ARTIST's Likeness") in connection with PURCHASER's advertising and publicizing of the Engagement, however PURCHASER's use of ARTIST's Likeness shall not be as an endorsement or indication of use of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent PRODUCER's prior written approval in each instance. Notwithstanding the foregoing, the placement, form, content, appearance, and all other aspects of PURCHASER's use of ARTIST's Likeness shall at all times be subject to the prior written approval of PRODUCER.

#### **I. MERCHANDISING**

PRODUCER shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc., on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any, as specified in this Agreement.

## J. NO RECORDING/BROADCAST

PURCHASER shall not itself, nor shall it permit or authorize others (including, without limitation, PURCHASER or venue employees, representatives or contractors) to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performances hereunder (or any part thereof) and/or ARTIST and/or PRODUCER's personnel at any time during the Engagement. In the event PRODUCER does so grant any of the aforementioned rights, such rights shall be subject to a separate written agreement and PURCHASER shall be responsible, at PURCHASER's sole cost and expense, for securing any and all necessary third party rights, licenses, clearances, and permissions (including, but not limited to, all necessary publishing and record label clearances) required in connection with PURCHASER's capture and/or exploitation of the same. Notwithstanding the foregoing, and further to any additional obligations of PURCHASER to indemnify PRODUCER/ARTIST contained in this Agreement, PURCHASER shall indemnify and hold harmless PRODUCER and ARTIST from any and all damage(s) it, or they, may sustain as a result of PURCHASER's failure to comply herewith.

## K. PURCHASER DEFAULT

(1) In the event PURCHASER refuses or neglects to provide any of the items herein stated or comply with any provisions hereunder, and/or fails to promptly make any of the payments as provided herein and/or fails to proceed with the Engagement and/or fails to furnish PRODUCER or ARTIST with any documentation, tickets or notice or proof thereof as required hereunder, at the times herein specified, then any such failure shall be deemed a substantial and material breach of this Agreement and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such breach; (iii) receive the full GUARANTEE (or the unpaid balance thereof) plus all other payments and other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

(2) If, on or before the date of any scheduled engagement, PURCHASER has failed, neglected, or refused to perform any contract with PRODUCER/ARTIST, and/or any contract with any third party relating to this Engagement, and/or any other contract with any other performer for any other engagement (whether or not related), or if the financial standing or credit of PURCHASER has been impaired or is in PRODUCER's opinion unsatisfactory, PRODUCER shall have the right to demand payment of the full GUARANTEE and all other compensation due pursuant to this Agreement. If PURCHASER fails or refuses to make such payment forthwith, then any such failure shall be deemed a substantial and material breach of this Agreement, and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies, to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such anticipatory breach; (iii) receive the full GUARANTEE (or balance thereof) and all other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

## L. INSURANCE/INDEMNIFICATION

(1) PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance coverage, including a contractual liability endorsement as respects this Agreement, liquor liability (either from PURCHASER, if PURCHASER is furnishing liquor, or from PURCHASER's designated concessionaire), in an amount of not less than Two Million Dollars (\$2,000,000) per occurrence (but in no event in amounts less than the limits required by the venue and/or as set forth in the ARTIST rider, if any); business automobile liability insurance covering all owned, non-owned and hired vehicles used by or on behalf of PURCHASER with a minimum combined bodily injury and property damage liability limit of Two Million Dollars (\$2,000,000) per occurrence; and workers compensation and employer's liability insurance (including stop gap liability where applicable) with minimum limits of One Million Dollars (\$1,000,000) per claim (but in no event in limits less than those required by law and/or less than the limits required by the venue and/or as set forth in the ARTIST rider, if any.) Notwithstanding the foregoing, for any Engagement at which the allowable capacity is in excess of Twenty-Five Thousand (25,000) attendees, but less than Fifty Thousand (50,000) attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, and for any Engagement at which the allowable capacity is Fifty Thousand (50,000) or more attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Fifteen Million Dollars (\$15,000,000) per occurrence. All of the insurance requirements set forth above shall not be construed as a limitation of any potential liability on behalf of PURCHASER. All such insurance required above shall be primary and non-contributory, and shall be written by insurance companies qualified to do business in the state(s) of the Engagement(s) with A.M. Best ratings not less than A minus or better. Such insurance policies shall contain a waiver(s) of subrogation with respect to the PRODUCER, ARTIST and their respective officers, directors, principals, agents, employees and representatives and shall provide that the coverage thereunder may not be materially changed, reduced or canceled unless thirty (30) days prior written notice thereof is furnished to PRODUCER/ARTIST. Not less than ten (10) days prior to each Engagement, PURCHASER shall furnish PRODUCER/ARTIST with an appropriate certificate(s) of insurance evidencing compliance with the insurance requirements set forth above and naming PRODUCER, ARTIST and PRODUCER/ARTIST's respective officers, directors, principals, agents, employees and representatives as additional insureds. PRODUCER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations hereunder. Upon request, PURCHASER shall immediately furnish to PRODUCER/ARTIST a full and complete copy of all insurance policies required to be maintained by PURCHASER herein.

(2) PURCHASER hereby agrees to save, indemnify and hold harmless PRODUCER and ARTIST, and their respective agents, representatives, principals, employees, officers and directors, from and against any claims, suits, arbitrations, liabilities, penalties, losses, charges, costs, damages or expenses, including, without limitation, reasonable attorney's fees and legal expenses, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim including without limitation, a claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, or any acts or omissions of PURCHASER or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the ARTIST and/or PRODUCER.

## M. ROLE OF AGENT

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC acts only as agent for PRODUCER and assumes no liability hereunder and in furtherance thereof and for the benefit of William Morris Endeavor Entertainment, LLC, it is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join William Morris Endeavor Entertainment, LLC, or any of its parents, subsidiaries, officers, directors, principals, agents, employees and representatives (collectively, "WME") as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any acts of commission or omission pursuant to or in connection with this Agreement by either PURCHASER or PRODUCER/ARTIST. To the extent applicable, without limiting the generality of the foregoing and for the avoidance of doubt, WME expressly assumes no liability hereunder for any claims, losses, damages, complications, consequences, or other events that may occur as a result of the failure of either party hereto to obtain any of the visas, work permits, and/or other documentation required for the performance of the parties' obligations hereunder (hereinafter, the "Travel Documents"). It is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join WME as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any failure of either party hereto to obtain, secure, or procure the Travel Documents.

## N. NOTICES

All notices required hereunder shall be given in writing at the addresses stated in the preamble of this Agreement.

## O. CONTROLLING PROVISIONS

In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER and ARTIST shall control.

## P. LIMITATION OF LIABILITY

In no event shall PRODUCER and/or ARTIST (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to PURCHASER (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or any similar damages, including, without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, even if PRODUCER and/or ARTIST has been advised of the possibility of such damages. Under no circumstances shall the liability of PRODUCER and/or ARTIST (or any of their respective agents, representatives, principals, employees, officers, directors or affiliates) exceed, in the aggregate, an amount equal to the lesser of (i) the amount of reasonably necessary out-of-pocket expenses directly incurred by PURCHASER in connection with ARTIST's performance at the Engagement taking into account any amounts PURCHASER has recovered using its best efforts to mitigate losses; or (ii) the amount of the GUARANTEE which ARTIST and/or PRODUCER have actually received in accordance with the terms of this Agreement. PURCHASER agrees that it shall not (and shall cause its affiliates not to) seek indirect, incidental, consequential, special, punitive (or exemplary), or any other similar damages as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement.

## Q. MISCELLANEOUS PROVISIONS

- (1) Nothing in this Agreement shall require the commission of any act contrary to applicable law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by PRODUCER to PURCHASER hereunder. In the event of any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.
- (2) Purchaser shall comply, and shall ensure that its affiliates, subsidiaries, directors, managers, officers, employees, agents, and representatives comply, at Purchaser's expense, with all applicable laws, rules, and regulations in relation to its operations and performance of its obligations under this Agreement, including without limitation, any law, regulation, statute, prohibition, or other measure maintained by any agency or department of any national government, regional body, multilateral institution or other body which is responsible for the adoption, implementation or enforcement of sanction laws, including, but not limited to, the United Nations Security Council, the Council of the European Union, the European Commission, the relevant competent authorities of individual European Union Member States, the United States Department of Treasury's Office of Foreign Assets Control, the United States Department of Commerce, the relevant competent authorities of Australia, or any replacement or other regulatory body responsible for sanctions laws in any country relating to the implementation, application and enforcement of economic sanctions, export controls, trade embargos or any other restrictive measures, including but not limited to those measures which prohibit or otherwise restrict either party's ability to make a service available either directly or indirectly to a sanctioned person and those measures which restrict or prohibit either party from engaging in specified dealings with a specified class of person, whether defined by nationality, business sector or otherwise.
- (3) Purchaser represents and warrants that neither it nor its affiliates, subsidiaries, directors, managers, officers, employees, agents, or representatives is (i) a person or entity or, (ii) controlled by a person or entity, on the U.S. Treasury Department's list of Specially Designated Nationals and Foreign Sanctions Evaders List, the U.S. Commerce Department's Denied Persons List or Entity List, the U.K. HM Treasury Consolidated List of Financial Sanctions Targets, the U.K. Export Control Organisation's Iran List, the Australian Government Sanctions Consolidated List, or otherwise designated as subject to financial sanctions or prohibited from receiving Australian, U.S., or U.K. services, or any other equivalent local provisions. Purchaser agrees to notify both Producer and WME immediately in writing of any change in ownership or control that might violate this Section of the Agreement. Producer or WME may terminate this Agreement upon providing written notice of termination to Purchaser, if Producer or WME's performance of its obligations or receipt of consideration hereunder would, as reasonably determined by WME or Producer, result in non-compliance with any laws, rules and regulations applicable to Producer or WME.
- (4) Purchaser agrees to comply with all applicable laws and regulations, including, but not limited to, the US Foreign Corrupt Practices Act, the UK Bribery Act and the laws of the country in which any transactions are made or services are provided under this Agreement. Purchaser further agrees that Purchaser and any person or entity working on Purchaser's behalf in connection with the services provided under this Agreement shall not make any payment or transfer anything of value, directly or indirectly, to: (i) any governmental official or employee (including employees of government-owned and government-controlled corporations and public international organizations); (ii) any political party, official of a political party, or candidate for public office; (iii) any intermediary, including, but not limited to, agents, close associates or family members of government officials, for payment to any government official; (iv) any other person or entity in a corrupt or improper effort to obtain or retain business or any advantage, in

connection with Purchaser's affairs; or (v) any other person or entity; if such payment or transfer would violate the US Foreign Corrupt Practices Act, the UK Bribery Act, and/or laws of the country in which the transaction is made and/or services are provided under this Agreement.

(5) This (and any of PRODUCER's: riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties. If any part of this Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of this Agreement.

(6) This Agreement shall be construed in accordance with the laws of the State of Minnesota applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved in Itasca County in the State of Minnesota in accordance with the laws of that State; in the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in Nashville, Davidson County in the State of Tennessee and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing.

(7) PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.

(8) The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.

(9) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER and/or ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER, in PURCHASER's carrying out any of the provisions hereof, or otherwise. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO. AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.

(10) The terms "ARTIST" and "PURCHASER" as used herein shall include and apply to the singular and the plural and to all genders.

(11) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic delivery (i.e. PDF format), including electronically signed versions of the same, shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be sufficient to bind the Parties to the terms and conditions of this Agreement.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 21-1924      **Version:** 1      **Name:** DACF Internet Connection Agreement  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/21/2021      **In control:** City Council  
**On agenda:** 5/24/2021      **Final action:**  
**Title:** Consider entering into a six month service agreement with Paul Bunyan Communications and establish an internet connection at the Domestic Animal Control Facility.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [City of Grand Rapids DACF PBT Combined Apps](#)

Date	Ver.	Action By	Action	Result
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Consider entering into a six month service agreement with Paul Bunyan Communications and establish an internet connection at the Domestic Animal Control Facility.

**Background Information:**

With the addition of Police Evidence Storage at the Domestic Animal Control Facility, we need to install security cameras and an internet connection at the facility. Paul Bunyan can provide reliable internet connectivity at the facility for \$60/month.

**Staff Recommendation:**

Staff recommends having the Mayor sign a six month service agreement with Paul Bunyan Communications and authorize the IT Department to establish an internet connection at DACF.

**Requested City Council Action**

A motion authorizing the Mayor to sign a six month service agreement with Paul Bunyan Communications and establish an internet connection at the DACF.



Toll-free: (888) 586-3100  
 Local: (218) 444-1234 / (218) 999-1234

# BUSINESS MEMBERSHIP APPLICATION

Customer # 78511 Account # 8798300  
 Member # 96853 Service Order 1232511

**DATE:** 05/17/21 **INSTALL DATE:**                      **TIME:**                      **AGREEMENT NO.:** 700-999-9828

**MEMBERSHIP / BUSINESS NAME:**  
CITY OF GRAND RAPIDS - DACF

**OWNER / AUTHORIZED PERSON:**  
ERIK SCOTT

**BILLING ADDRESS:**  
420 N POKEGAMA AVE

**CITY:** GRAND RAPIDS **STATE:** MN **ZIP:** 55744 -

**911 ADDRESS (if different):**  
387 SE 4TH ST

**CITY:** GRAND RAPIDS **STATE:** MN **ZIP:** 55744 -

**COUNTY:** ITASCA **TOWNSHIP:** CITY OF GR

**CAN BE REACHED AT #:** 218-244-4139 **CBR Type:**

Cell
------

  
**ADDITIONAL CONTACT #:**                      **CBR Type:**

N/A
-----

I hereby authorize Paul Bunyan Communications to deliver or cause to be delivered to me notices using an automatic telephone dialing system, artificial or prerecorded voice, text message, or other form of written or audible communication at the above listed telephone number(s). This automated call or message may be used for informational purposes such as outages, upgrades in your area, or delinquent notices. INITIAL                     

**Tax exempt? (attach certificate if YES) -SELECT-**  **Y** /  **N**

**Federal Tax ID:** 416005201

**PREV. ACCOUNT #**                     

**911 ADDRESS:**                     

**EXACT NAME ON ACCOUNT:**                     

I hereby authorize Paul Bunyan Communications to review my credit history. I hereby authorize Paul Bunyan Communications to be my local carrier. I agree that any transactions or agreements with Paul Bunyan Communications or its associated companies may be formed by electronic means.

**SIGNATURES:**  
 MEMBER:                     

JOINT MEMBER:                     

**APP. TAKEN BY:** CVH

**SCHEDULED BY (Initials):**                     

Under federal law, you have the right to opt-out of our informational efforts. If you wish to restrict Paul Bunyan Communications' ability to inform you of services that you don't currently subscribe to, please initial here:

\* By doing so, will limit our ability to communicate with you about new products, services and promotions.

In order to ensure the quality of our installation, we take pictures of our equipment installed at the member location. This helps us to ensure that the wiring and installation is accurate and complete. In addition, should a member call for assistance with any troubleshooting, this information is used for us to better assist in determining where equipment is placed at the member premise as well as knowing the specific type of equipment that we are troubleshooting.

INITIAL                       
 • Would you like your monthly bill deducted from your checking or savings account, or bank card (EasyPay)? -SELECT- Y / N

**EMAIL ADDRESS:**

ap@ci.grand-rapids.mn.us
--------------------------

For Billing  
 Purposes

NOTES:

GZ 250 SM BUS WITH STATIC IP





GZ Enterprise
GZ Small Business

Paul Bunyan COMMUNICATIONS
Toll-free: (888) 586-3100
Local: (218) 444-1234 / (218) 999-1234

BUSINESS APPLICATION

Cust# 78511 Agreement #: 700-999-9828 Contact #: 218-244-4139 Install Date: Time:
Name: CITY OF GRAND RAPIDS - DACF Contact Type: Cell Current Date: 05/17/21
Billing Address: 420 N POKEGAMA AVE 911 Address: 387 SE 4TH ST
City: GRAND RAPIDS State: MN Zip: 55744 City: GRAND RAPIDS State: MN Zip: 55744

BROADBAND SMALL BUSINESS

- 250 Mb\* GZSB \$ 60.00 / mo.
500 Mb\* GZSB \$ 80.00 / mo.
1 Gb (1000 Mb)\* GZSB \$ 100.00 / mo.

CURRENT METRO CUSTOMER
WIFI\* \$ 5.00 / mo.
Wi-Fi Options: N/A

SSID: PASSWORD:
(SSID = Wi-Fi Network Name) (Password to Connect to Wi-Fi)

\* Internet speeds and wireless coverage may be limited to the network devices you have installed in your home and may require hardware upgrades for the best performance.

e-mail Username: N/A @paulbunyan.net
(5-15 lowercase letters or numbers - MUST begin with a letter)

Password: N/A
(> 5 characters - MUST be different than username)

Installation Fee \$ 85.00
(Waived with 6 month service agreement) - NOT FOR RESALE -

VOICE Agreement #:

PHONE \$ 20.00 / line
(GZ Long Distance \$.08/min) + \$.50 w/LNP

VOICE MAIL: -SELECT- Y / N # RINGS:

PBTV Agreement #: FUSION

- FUSION (Over 170 Channels - Includes HD) \$ 103.00 / mo.
ADDITIONAL SERVICES: NO Additional Services Selected
WHOLE HOME DVR \$ 10.00 / mo.
PBTV Sports Package (NBA Channel not included) \$ 7.00 / mo.
PBTV Extra Package \$ 12.00 / mo.
Stingray Music \$ 24.95 / mo.
Additional Channel Options: NO Additional Channels Selected

Number of TV's: Number of STB's:
# of Additional Fusion TV Setups (>1) x \$40.00 \$
>3 STBs @ \$5.00 each / month = \$ / mo.

Advance Payment \$
TOTAL AMOUNT COLLECTED \$

- Public Viewing
Eating / Drinking Establishment

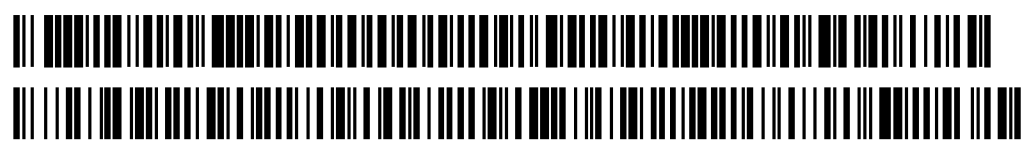
NOTES:
GZ 250 SM BUS WITH STATIC IP

\* All prices subject to change. There are no substitutions allowed on any package. Some restrictions apply.

- It has been explained to me and I understand that the package price listed on this application and in all other PBTV materials DOES NOT INCLUDE taxes, franchise fees and other mandated charges. I understand that my bill will be larger than the package price due to these other charges. It has also been explained to me and I understand that due to the billing cycle my first bill may be 1 1/2 to 2 times larger than the regular monthly bill. I understand this is to make my account current with the billing process: (customer initial)
I understand that when I have the service installed that I must pay for a minimum of one month's service regardless of whether I choose to discontinue the service within a month of having the service installed: (customer initial)
As a consumer of Paul Bunyan Communications you agree that the equipment that will be installed in your home is for use at the location as indicated on the application. You agree to take reasonable care of the equipment and agree to not open the equipment (except to change batteries in remote control devices), take apart, or to alter it in any way. You are responsible for all damage to the equipment, beyond reasonable wear from normal use. (customer initial)
Your use of the equipment and services you receive are subject to the various policies OF Paul Bunyan Communications. Such policies and practices are subject to change. Monthly fees for use of the equipment and services are billed in advance (customer initial)
I understand that PBTV On Demand (VOD) and PBTV Pay-Per-View (PPV) content is not available for any publicly viewable location. In an event that there is a purchased event ordered and displayed in such a setting, the customer may be subject to fines. (customer initial)
If services are discontinued, all equipment must be returned to Paul Bunyan Communications in working condition. If equipment is not returned, you understand and agree that the costs of the equipment including set top boxes, remote controls, power cords, and any other equipment that is provided to you in order for you to receive the service, will be assessed and will be your responsibility. (customer initial)
I agree that any transactions or agreements with Paul Bunyan Rural Telephone Cooperative dba Paul Bunyan Communications or its associated companies may be formed by electronic means.
AGREEMENT TO BE BOUND: By applying for services from Paul Bunyan Communications, you acknowledge that you have read and agree to be bound by all acceptable use policies and terms and conditions of service, as they may be amended.
I authorize Paul Bunyan Communications to investigate my credit in accordance with acceptable law. I agree that I will be responsible for any and all damages or loss and the equipment will be returned immediately upon termination of this service or at anytime upon the request of Paul Bunyan Communications. Payment may be required based on credit check. (customer initial)
I have read and fully understand the above information. I agree that Paul Bunyan Communications shall not be liable for any loss, damage or expense of any kind.

Signature: Date: App Taken by: CVH

SCHEDULED BY (Initials):



# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
				-				-	
<b>or</b>									
<b>Employer identification number</b>									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*





DVR Customer:  Yes  No

### - NO ACTIVATION FEE -

Paul Bunyan Communications is proud to bring you the very latest in Telephone, Television, and Internet technology and we thank you for choosing our No Activation Fee Offer.

We are happy to provide you with an easy, inexpensive route to telephone, high speed Internet access, and all-digital television services!

By signing this agreement, you understand that the \$85 set up fee for the Broadband connection and / or the first TV will be waived, and wiring for additional Internet jacks and additional TVs will be billed at a rate of \$40 per jack.

INITIAL \_\_\_\_\_

**PBTB Customers:**

Each TV will need a PBTB Receiver in order to receive PBTB service. Three PBTB Receivers are included in the monthly service price. Additional receivers can be ordered for \$ 5.00 per month per receiver, with a maximum number of 8 receivers per household. Set up fees are NOT included in monthly charges. There is a one-time \$40 set-up fee\* for each additional television you would like to have PBTB service connected to.

INITIAL \_\_\_\_\_

*Please fill out the form below, read the promotional agreement, and sign to redeem the offer. Offer valid within 30 days of installation.*

#### Personal Information

Name: CITY OF GRAND RAPIDS - DACF Cust #: 78511 Install Date: \_\_\_\_\_

Agreement #: 700-999-9828 Contact #: 218-244-4139

Service Address: 387 SE 4TH ST

City: GRAND RAPIDS State: MN Zip: 55744 Contract End Date: 11/16/2021

#### Promotional Offer Agreement

AGREEMENT TO BE BOUND. Customer agrees to keep the Paul Bunyan Communications Broadband and PBTB services initially installed for a period of at least 6 consecutive months at the service address listed above. If the service at the address above is terminated for any reason, including termination for service agreement violations or non-payment, the customer agrees to pay a \$120 early termination fee. This offer expires December 31, 2021. Service availability depends upon location. Some restrictions apply. Service prices subject to change during term of this free installation offer, with advance notice provided. Internet speeds may vary and are not guaranteed.

INITIAL \_\_\_\_\_

- The PBTB channel line ups are subject to change due to contractual requirements and changes that may occur during the term of this contract. Changes in the contract requirements are at the discretion of the individual network providers.
- I agree that any transactions or agreements with Paul Bunyan Rural Telephone Cooperative dba Paul Bunyan Communications or its associated companies may be formed by electronic means.
- In all other respects, any existing service agreements with Paul Bunyan Communications, Paul Bunyan Net, and Paul Bunyan Television shall remain unchanged.

\* \$40 Set Up fee ONLY if work is done on the initial service install. Otherwise, Set Up fee is \$100 per jack / hook up. Pricing is for standard installations only. Additional charges for special wiring and/or unusual circumstances will apply.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ App Taken By: CVH

SCHEDULED BY (Initials): \_\_\_\_\_

Paul Bunyan Communications  
1831 Anne St. NW  
Bemidji, MN 56601  
Bemidji: (218) 444-1234 / Grand Rapids: (218) 999-1234

[ Paul Bunyan Net Office]  
(218) 444-4NET or  
(800) 276-8015  
Fax (218) 444-4621

[PBTB Office]  
(218) 444-PBTB or  
(877) 624-4700  
Fax (218) 444-6003





Toll-free: (888) 586-3100  
Local: (218) 444-1234 / (218) 999-1234

CITY OF GRAND RAPIDS - DACF

**NAME OF BUSINESS:**

420 N POKEGAMA AVE

**BILLING ADDRESS:**

700-999-9828

218-244-4139

Cell

CVH

**AGREEMENT #:**

**Contact #:**

**Contact Type:**

**APP TAKEN BY:**

What is your dream job?

**SECURITY QUESTION (THIS IS A QUESTION THAT OUR STAFF CAN ASK AN AUTHORIZED PERSON) :**

IT with the City of Grand Rapids.

**SECURITY ANSWER (SHOULD BE AT LEAST 4 LETTERS OR DIGITS):**

I give the following people listed here the authorization to make changes / inquiries to our Paul Bunyan Communications Account. I understand that these people will need to know the security answers to make changes / inquiries. I also understand that it is my responsibility to notify Paul Bunyan Communications of any changes to the Authorized Persons list.

ERIK SCOTT

(218) 244-4139

**AUTHORIZED PERSON:**

**CONTACT PHONE**

Lasha Karels

(218) 326-7620

**AUTHORIZED PERSON:**

**CONTACT PHONE**

Barb Baird

(218) 326-7615

**AUTHORIZED PERSON:**

**CONTACT PHONE**

**AUTHORIZED PERSON:**

**CONTACT PHONE**

**AUTHORIZED PERSON:**

**CONTACT PHONE**

**AUTHORIZED PERSON:**

**CONTACT PHONE**

**SIGNATURE OF CURRENT OWNER OF THE BUSINESS:**

**Date**

**BUSINESS OWNER NAME (PRINT)**

I agree that any transactions or agreements with Paul Bunyan Rural Telephone Cooperative dba Paul Bunyan Communications or its associated companies may be formed by electronic means.





BUSINESS DROP PERMIT FOR CONNECTION TO THE PAUL BUNYAN COMMUNICATIONS TELECOMMUNICATION NETWORK Must be signed by landowner

Toll-free: (888) 586-3100 Local: (218) 444-1234 / (218) 999-1234

Form with fields for DATE, CUSTOMER #, BUSINESS NAME, PBC Phone Number, OWNER NAME, AUTHORIZED REPRESENTATIVE, TITLE, PHYSICAL ADDRESS, CITY, STATE, ZIP, CONTACT NUMBER, CONTACT TYPE, SITE, UTILITIES, and LOCATION DESCRIPTION AND OTHER UTILITIES.

The Undersigned hereby grants to the Paul Bunyan Rural Telephone Cooperative permission to construct, operate and maintain a communication line or system on, over, or under the above premises and in or upon all streets, roads, or highways abutting said land.

The undersigned(s) understand and agree that Paul Bunyan Communications and/or agent will locate my private utilities in good faith and to the best of their ability. However, if any utility is mislocated, the undersigned agrees that he/she/it will protect, defend, indemnify and keep Paul Bunyan Communications and its members, employees, and agents, forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, arising from burying cable and/or location of infrastructure on or under the undersigned's premises and the undersigned will, at all times, protect, defend, indemnify and save Paul Bunyan Communications and keep it harmless against and from any and all loss, cost, damage or expense arising out of or from any loss of life, injury, property damage or other occurrence causing injury to any person or property whomsoever or whatsoever as a result thereof.

The undersigned releases Paul Bunyan Communications and its members, employees, and agents from any and all actions, claims, or demands that I/we, my/our assignees and/or legal representatives now have, or may have in the future, for injury, death, or property damage, related to the burying of cable and/or location of infrastructure on or under the undersigned's premises.

I/we have carefully read this release and waiver of liability and fully understand its contents. I/we am/are aware that this is a total release of liability for the benefit of Paul Bunyan Communications and hereby sign this document of my/our own free will.

Name (please print):

Signature:

IF YOU HAVE ANY QUESTIONS REGARDING THE DROP PROCESS OR SERVICES AVAILABLE AT YOUR LOCATION PLEASE CALL OUR ENGINEERING DEPARTMENT @ (218) 444-1170

I agree that any transactions or agreements with Paul Bunyan Rural Telephone Cooperative dba Paul Bunyan Communications or its associated companies may be formed by electronic means.





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

# CITY OF GRAND RAPIDS

## Text File

File Number: 21-1928

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**Agenda Date:** 5/24/2021

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Agenda Item

**Agenda Number:**

Consider entering into a six month service agreement with Paul Bunyan Communications and establish a supplemental internet connection for the city network.

**Background Information:**

With the rise in technology usage, the City has a need for supplemental bandwidth for our internet connections. This is a highly economical way to vastly increase our available bandwidth.

**Staff Recommendation:**

Staff recommends having the Mayor sign a six month service agreement with Paul Bunyan Communication and authorize the IT Department to establish this additional internet connection.

**Requested City Council Action**

A motion authorizing the Mayor to sign a six month service agreement with Paul Bunyan Communications and establish a supplemental internet connection for City Hall.



GZ Enterprise
GZ Small Business



BUSINESS APPLICATION

Cust# 51158 Agreement #: 700-999-6089 Contact #: 218-326-7618 Install Date: Time:
Name: CITY OF GRAND RAPIDS Contact Type: Business Current Date: 05/24/21
Billing Address: 420 N POKEGAMA AVENUE 911 Address: 123 NE 4TH ST

City: GRAND RAPIDS State: MN Zip: 55744 City: GRAND RAPIDS State: MN Zip: 55744

BROADBAND SMALL BUSINESS Package Price

- 250 Mb\* GZSB \$ 60.00 / mo.
500 Mb\* GZSB \$ 80.00 / mo.
1 Gb (1000 Mb)\* GZSB \$ 100.00 / mo.
CURRENT METRO CUSTOMER
WIFI\* \$ 5.00 / mo.

Wi-Fi Options: N/A

SSID: N/A PASSWORD: N/A

(SSID = Wi-Fi Network Name) (Password to Connect to Wi-Fi)
\* Internet speeds and wireless coverage may be limited to the network devices you have installed in your home and may require hardware upgrades for the best performance.

e-mail Username: N/A @paulbunyan.net
(5-15 lowercase letters or numbers - MUST begin with a letter)

Password: N/A
(> 5 characters - MUST be different than username)

- Installation Fee \$ 85.00
(Waived with 6 month service agreement)
- NOT FOR RESALE -

VOICE Agreement #:
PHONE \$ 20.00 / line
(GZ Long Distance 5.08/min) + \$5.00 w/LNP
VOICE MAIL: -SELECT- Y / N # RINGS:



PBTV Agreement #:

FUSION (Over 170 Channels - Includes HD) \$ 103.00 / mo.

ADDITIONAL SERVICES: NO Additional Services Selected

WHOLE HOME DVR \$ 10.00 / mo.

PBTV Sports Package (NBA Channel not included) \$ 7.00 / mo.

PBTV Extra Package \$ 12.00 / mo.

Stingray Music \$ 24.95 / mo.

Additional Channel Options: NO Additional Channels Selected

Number of TV's: Number of STB's:

# of Additional Fusion TV Setups (>1) x \$40.00 \$
>3 STBs @ \$5.00 each / month = \$ / mo.

Advance Payment \$

TOTAL AMOUNT COLLECTED \$

- Public Viewing
Eating / Drinking Establishment

NOTES:

ADDING GZ SM BUS 500 MEGS WITH 1 STATIC IP

LABEL - CITY HALL INTERNET AT COURTHOUSE

\* All prices subject to change. There are no substitutions allowed on any package. Some restrictions apply.

- It has been explained to me and I understand that the package price listed on this application and in all other PBTV materials DOES NOT INCLUDE taxes, franchise fees and other mandated charges. I understand that my bill will be larger than the package price due to these other charges. It has also been explained to me and I understand that due to the billing cycle my first bill may be 1 1/2 to 2 times larger than the regular monthly bill. I understand this is to make my account current with the billing process: (customer initial)
I understand that when I have the service installed that I must pay for a minimum of one month's service regardless of whether I choose to discontinue the service within a month of having the service installed: (customer initial)
As a consumer of Paul Bunyan Communications you agree that the equipment that will be installed in your home is for use at the location as indicated on the application. You agree to take reasonable care of the equipment and agree to not open the equipment (except to change batteries in remote control devices), take apart, or to alter it in any way. You are responsible for all damage to the equipment, beyond reasonable wear from normal use. (customer initial)
Your use of the equipment and services you receive are subject to the various policies OF Paul Bunyan Communications. Such policies and practices are subject to change. Monthly fees for use of the equipment and services are billed in advance (customer initial)
I understand that PBTV On Demand (VOD) and PBTV Pay-Per-View (PPV) content is not available for any publicly viewable location. In an event that there is a purchased event ordered and displayed in such a setting, the customer may be subject to fines. (customer initial)
If services are discontinued, all equipment must be returned to Paul Bunyan Communications in working condition. If equipment is not returned, you understand and agree that the costs of the equipment including set top boxes, remote controls, power cords, and any other equipment that is provided to you in order for you to receive the service, will be assessed and will be your responsibility. (customer initial)
I agree that any transactions or agreements with Paul Bunyan Rural Telephone Cooperative dba Paul Bunyan Communications or its associated companies may be formed by electronic means.
AGREEMENT TO BE BOUND: By applying for services from Paul Bunyan Communications, you acknowledge that you have read and agree to be bound by all acceptable use policies and terms and conditions of service, as they may be amended.
I authorize Paul Bunyan Communications to investigate my credit in accordance with acceptable law. I agree that I will be responsible for any and all damages or loss and the equipment will be returned immediately upon termination of this service or at anytime upon the request of Paul Bunyan Communications. Payment may be required based on credit check. (customer initial)
I have read and fully understand the above information. I agree that Paul Bunyan Communications shall not be liable for any loss, damage or expense of any kind.

Signature: Date: App Taken by: CVH
SCHEDULED BY (Initials):



disregard this page

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



DVR Customer:  Yes  No

**- NO ACTIVATION FEE -**

Paul Bunyan Communications is proud to bring you the very latest in Telephone, Television, and Internet technology and we thank you for choosing our No Activation Fee Offer.

We are happy to provide you with an easy, inexpensive route to telephone, high speed Internet access, and all-digital television services!

By signing this agreement, you understand that the \$85 set up fee for the Broadband connection and / or the first TV will be waived, and wiring for additional Internet jacks and additional TVs will be billed at a rate of \$40 per jack.

INITIAL \_\_\_\_\_

**PBTv Customers:**

Each TV will need a PBTv Receiver in order to receive PBTv service. Three PBTv Receivers are included in the monthly service price. Additional receivers can be ordered for \$ 5.00 per month per receiver, with a maximum number of 8 receivers per household. Set up fees are NOT included in monthly charges. There is a one-time \$40 set-up fee\* for each additional television you would like to have PBTv service connected to.

INITIAL \_\_\_\_\_

Please fill out the form below, read the promotional agreement, and sign to redeem the offer. Offer valid within 30 days of installation.

Personal Information			
<b>Name:</b> CITY OF GRAND RAPIDS	<b>Cust #:</b> 51158	<b>Install Date:</b> _____	
<b>Agreement #:</b> 700-999-6089	<b>Contact #:</b> 218-326-7618		
<b>Service Address:</b> 123 NE 4TH ST			
<b>City:</b> GRAND RAPIDS	<b>State:</b> MN	<b>Zip:</b> 55744	<b>Contract End Date:</b> 11/23/2021

**Promotional Offer Agreement**

AGREEMENT TO BE BOUND. Customer agrees to keep the Paul Bunyan Communications Broadband and PBTv services initially installed for a period of at least 6 consecutive months at the service address listed above. If the service at the address above is terminated for any reason, including termination for service agreement violations or non-payment, the customer agrees to pay a \$120 early termination fee. This offer expires December 31, 2021. Service availability depends upon location. Some restrictions apply. Service prices subject to change during term of this free installation offer, with advance notice provided. Internet speeds may vary and are not guaranteed.

INITIAL \_\_\_\_\_

- The PBTv channel line ups are subject to change due to contractual requirements and changes that may occur during the term of this contract. Changes in the contract requirements are at the discretion of the individual network providers.
- I agree that any transactions or agreements with Paul Bunyan Rural Telephone Cooperative dba Paul Bunyan Communications or its associated companies may be formed by electronic means.
- In all other respects, any existing service agreements with Paul Bunyan Communications, Paul Bunyan Net, and Paul Bunyan Television shall remain unchanged.

\* \$40 Set Up fee ONLY if work is done on the initial service install. Otherwise, Set Up fee is \$100 per jack / hook up. Pricing is for standard installations only. Additional charges for special wiring and/or unusual circumstances will apply.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **App Taken By:** CVH

**SCHEDULED BY (Initials):** \_\_\_\_\_

Paul Bunyan Communications  
1831 Anne St. NW  
Bemidji, MN 56601  
Bemidji: (218) 444-1234 / Grand Rapids: (218) 999-1234

[ Paul Bunyan Net Office]  
(218) 444-4NET or  
(800) 276-8015  
Fax (218) 444-4621

[PBTv Office]  
(218) 444-PBTv or  
(877) 624-4700  
Fax (218) 444-6003





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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 21-1923      **Version:** 1      **Name:** Board & Commission minutes  
**Type:** Minutes      **Status:** Approved  
**File created:** 5/21/2021      **In control:** City Council  
**On agenda:** 5/24/2021      **Final action:**  
**Title:** Review and acknowledge minutes for Boards & Commissions  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [April 20, 2021 Golf Board minutes](#)  
[May 12, 2021 - PUC Minutes](#)

Date	Ver.	Action By	Action	Result
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Review and acknowledge minutes for Boards & Commissions



## Pokegama Golf Course April 20<sup>th</sup> Meeting Minutes

Brad Gallop called the meeting to order at 7:30am

In attendance: Brad Gallop, Bob Cahill, Rick MacDonald, Pat Pollard, Kelly Kirwin, Steve Ross and guest Nathan Morland. John Bauer was not able to attend.

Pat made a motion to approve the Minutes, including last month's regular meeting and the special meeting. Rick seconded. Motion Carried.

No financials included this month in the packet, just the bills. Rick made a motion to approve the bills in the amount of \$87,131.95, this includes the new patio furniture. Pat seconded. Motion Carried.

Steve Ross gave an update about the course. We are mowing, but taking it slow on the greens with the cool temps. We are told we are at the top of the list with Hawkinson for the cart path project, per Toby Holmgren. We are waiting on a price for sod for the mound on #7. They have repaired patches on #15 and #13 greens with top dressing and sod strips and will roll the greens when it gets warmer. We keep working on water conservation efforts and continue to upgrade sprinkler heads. This continues to be an ongoing process for us and it's going well.

Nathan Morlan reviewed two quotes (two bids) for the maintenance building. NIE came in higher at \$59,500 and Range Cornice came in closer to \$53,000. Range Cornice quote did give us the flexibility to not add insulation where we do not need it so their bid may be cheaper as we get into the project. Steve Ross reiterated that we need to insulate the area above the office and a discussion took place around what type of insulation would be best. Nathan agreed to look at quotes for spray foam and compare this to the quotes we have received. Pat made a motion to approve the Range Cornice bid and to get a spray foam quote. If the spray foam quote is far more expense, we will proceed with sheet foam included in the Range Cornice quote. Rick seconded. Motion Carried.

Rick made a motion to adjourn the meeting. Kelly seconded. Motion Carried and meeting was adjourned.

Minutes respectfully submitted by Kelly Kirwin.



# CITY OF GRAND RAPIDS

## Meeting Agenda Full Detail - Final Public Utilities Commission

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Wednesday, May 12, 2021

4:00 PM

Conference Room of Public Utilities Service  
Center

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### CALL TO ORDER

Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission will be held on Wednesday, May 12, 2021 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

**BE ADVISED:** Pursuant to Minnesota Statute 13D.021, Subdivision 1, some or all members may appear by telephone or other electronic means.

**BE ADVISED:** Pursuant to Minnesota Statute 13D.021, Subdivision 1, some or all members may appear by telephone or other electronic means.

To access the meeting by phone via Microsoft Teams: Dial in to 1-612-601-1964, when prompted for conference ID, enter 218755142#

### CALL OF ROLL

### MEETING PROTOCOL POLICY

The GRPUC has adopted a Meeting Protocol Policy, which informs attendees of the GRPUC'S desire to conduct meetings in an orderly manner which welcomes all civil input from interested parties. If you are unaware of the policy, please contact our office at 218-326-7024 ext. 1 and we will provide you with a copy of the policy.

- 1     21-1891     Presentation by Aaron Worthman, CPA, Bakertilly, on the 2020 GRPU financial audit.  
**Attachments:**     [Grand Rapids Public Utilities Commission 2020 Audit Results - DRAFT 5-7-202](#)

### APPROVAL OF MINUTES

- 2     21-1835     Consider a motion to approve the minutes of the April 19, 2021 regular meeting and the April 27, 2021 special meeting.  
**Attachments:**     [GRPUC Regular Meeting Minutes of April 19, 2021.pdf](#)  
                                 [GRPUC Special Meeting Minutes of April 27, 2021.pdf](#)

**PUBLIC FORUM**

If you wish to address the Commission under the public forum, see above information to access the meeting via Teams by phone.

**COMMISSION REPORTS****CONSENT AGENDA**

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

- 3     21-1881     Consider a motion to approve the City Treasurer's Report and the Investment Activity Report for April 2021.  
**Attachments:**    [City Treas Report 2021 Apr](#)  
                          [April Cash and Investments balances](#)  
                          [April Minimum Cash Reserves revised](#)
- 4     21-1880     Consider a motion to approve the write off of May uncollectible accounts in the amount of \$1,665.97.  
**Attachments:**    [Customer write off request - May](#)
- 5     21-1865     Consider a motion to authorize the sale and/or disposal of surplus property.  
**Attachments:**    [2021-05 Surplus Equipment Sale.pdf](#)
- 6     21-1806     Consider a motion to approve the upgrade of the business computer servers to WIN2019 and SQL 2019 in the amount of \$43,054, and the upgrade of the business application software to GP Dynamics 2018 R2 and Cogsdale 2020 R2 in the amount of \$55,125.  
**Attachments:**    [GP Dynamics Upgrade Budget Funding](#)  
                          [Quote - AAAQ21842 CW WIN & SQL upgrades April 2021](#)  
                          [QUO-08087 - GRPUC - GP CSM CMG Upgrades \(FINAL\)](#)
- 7     21-1878     Consider a motion to accept the quote from Paul Bunyan Communications for conversion of GRPU fiber from overhead to underground in the vicinity of Grand Rapids City Hall in the amount of \$28,822.41.  
**Attachments:**    [Paul Bunyan quote - City of Grand Rapids Fiber Move](#)  
                          [Hunt Electric - GRPU Fiber at City Hall](#)
- 8     21-1872     Consider a motion to approve the purchase of small padmount transformers from Border States in the amount of \$40,167.74

**Attachments:** [GRPUC 20210316-2 RFQ Small URD Transformers](#)  
[GRPUC 20210316-2 Evaluation](#)  
[BSE - Grand Rapids XMR quote](#)  
[irby - Grand Rapids Amorphous Qte DL1211](#)  
[irby - Grand Rapids Silicon Qte DL1210](#)  
[RESCO - ERMCO - quote 612290-00 for Grand Rapids, MN 3-30-21](#)  
[WESCO - Grand Rapids PUC URD transformer quote 3-30-21](#)  
[Plan-It capital project report ELEC2106](#)

- 9      [21-1875](#)      Consider a motion to approve the purchase of small polemount transformers from RESCO in the amount of \$43,412.63.

**Attachments:** [GRPUC 20210316-3 RFQ Small Polemount Transformers](#)  
[GRPUC 20210316-3 Evaluation](#)  
[BSE - Grand Rapids XMR quote](#)  
[irby - Grand Rapids Amorphous Qte DL1211](#)  
[irby - Grand Rapids Silicon Qte DL1210](#)  
[RESCO - ERMCO - quote 612290-00 for Grand Rapids, MN 3-30-21](#)  
[WESCO - Grand Rapids polemount transformers 3-29-21](#)  
[Plan-It capital project report ELEC2106](#)

- 10     [21-1876](#)     Consider a motion to approve the purchase of a large three phase transformer from RESCO in the amount of \$15,940.41.

**Attachments:** [GRPUC 20210316-4 RFQ Three Phase Transformers](#)  
[GRPUC 20210316-4 Evaluation](#)  
[BSE - Grand Rapids XMR quote](#)  
[irby - Grand Rapids Amorphous Qte DL1211](#)  
[irby - Grand Rapids Silicon Qte DL1210](#)  
[RESCO - Ermco quote 612154-00 to Grand Rapids, MN 3-30-21](#)  
[WESCO - Grand Rapids PUC URD transformer quote 3-30-21](#)  
[Plan-It capital project report ELEC2106](#)

- 11     [21-1877](#)     Consider a motion to approve the purchase of 15 single phase reclosers from irby utilities in the amount of \$62,685.00

**Attachments:** [BSE - Eaton Quotation BRD3195075](#)  
[irby-Grand Rapids 114860-21-0315-1](#)  
[Plan-It capital project report ELEC2105](#)  
[Plan-It capital project report ELEC2114](#)

- 12     [21-1855](#)     Consider a motion to approve the purchase of a manhole lifter from Rock Mills for the Vehicle Mounted Manhole Lifter capital project in the amount of \$6,320.00.

**Attachments:** [May 2021 - PlanIt - Manhole Ilfter](#)  
[May 2021 - Quote - Rockmills](#)  
[May 2021 - Quote - MacQueen](#)

### SETTING OF REGULAR AGENDA

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

### ADMINISTRATION DEPARTMENT

- 13     21-1863     Review the May Administration Department Report.  
**Attachments:**   [2021-0512 Administrative Report.pdf](#)

### BUSINESS SERVICES DEPARTMENT

- 14     21-1889     Consider a motion to adopt Resolution No. 5-12-21-1 removing Tyanne Betts from GRPU treasury functions and authorizing various treasury functions to specific GRPU employees and commission members for the Wells Fargo bank account and short-term investments.  
**Attachments:**   [05-12-21-1 Resolution Treasury Functions](#)
- 15     21-1885     Consider a motion to approve Resolution No. 05-12-21-2 the issuance and sale of \$873,000 City of Grand Rapids, Minnesota General Obligation Utility Revenue Refunding bonds, Series 2021A (Public Utilities Commission).  
**Attachments:**   [City of Grand Rapids GO PUC Refunding 2021A AWARD RESOLUTION](#)  
                          [Grand Rapids GO PUC Util Ref 21 PUC RATIFYING RESOLUTION 05-12-21-2](#)
- 16     21-1887     Consider a motion to approve Resolution No. 05-12-21-3 accepting the audited financial statements and related auditor's letters.  
**Attachments:**   [Audit 2020 RCA - 05-12-21-3](#)  
                          [Grand Rapids Public Utilities Commission 2020 Comprehensive Annual Financi](#)
- 17     21-1883     Review the May Business Services Department Report.  
**Attachments:**   [2021-04 Business Services Monthly Report](#)  
                          [April Monthly Revenue Report 2021.04.30](#)  
                          [Effective Electric Rate](#)

### ELECTRIC DEPARTMENT

- 18     21-1879     Review the May Electric Department Report.

**Attachments:** [2021-0512 Electric Report](#)

#### WATER AND WASTEWATER DEPARTMENT

- 19     [21-1856](#)     Review the May Water-Wastewater Department Report.  
**Attachments:**     [Water & Wastewater May 2021](#)

#### SAFETY REPORT

- 20     [21-1864](#)     Review the May Safety Report.  
**Attachments:**     [2021-0512 Safety Report.pdf](#)

#### VERIFIED CLAIMS

- 21     [21-1882](#)     Consider a motion to approve the verified claims for April in the amount of  
\$1,573,128.81.  
Computer Check Register \$1,009,471.57  
Manual Check Register \$563,657.24  
**Attachments:**     [AP List 2021.04.30 #1](#)  
                                 [Check Register Manual 2021.04.30](#)

#### ADJOURNMENT

The next Special Meeting/Work Session of the Commission is Tuesday, May 25, 2021 at 8:00 a.m. in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Regular Meeting of the Commission is Wednesday, June 16, 2021 at 4:00 p.m. in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.



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# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 21-1917      **Version:** 1      **Name:** PW/Eng Dept Head Report  
**Type:** Agenda Item      **Status:** Department Head Report  
**File created:** 5/20/2021      **In control:** City Council  
**On agenda:** 5/24/2021      **Final action:**  
**Title:** Engineering / Public Works Department Head Report - Matt Wegwerth, Public Works Director/City Engineer  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Engineering / Public Works Department Head Report - Matt Wegwerth, Public Works Director/City Engineer



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 21-1909      **Version:** 1      **Name:** GPZ Award contract for AP 2021-3 Ramp Lighting  
**Type:** Agenda Item      **Status:** Engineering\Public Works  
**File created:** 5/20/2021      **In control:** City Council  
**On agenda:** 5/24/2021      **Final action:**  
**Title:** Consider awarding a contract for AP 2021-3 Ramp Lighting Project at the GPZ Airport  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [GPZ Contract Award Memo\\_051421](#)  
[2021 GPZ Apron Lighting Bid Tab](#)  
[2021 GPZ Apron Lighting Grant Request](#)

Date	Ver.	Action By	Action	Result
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Consider awarding a contract for AP 2021-3 Ramp Lighting Project at the GPZ Airport

**Background Information:**

On Friday, June 9, 2021 the following competitive quotes were received:

- Parsons Electric- \$15,322.00
- Vinco- \$16,740.00
- Neo Electrical Solutions- \$19,340.00
- Engineers Estimate- \$30,500.00

The project includes the replacement of existing apron lighting luminaires with LED luminaires and testing and repairing wire for the lighting circuit as needed. The city has applied for a MNDOT Aeronautics grant that if received will fund the project at a rate of 70 % state and 30% local.

**Staff Recommendation:**

City staff recommends awarding the contract for AP 2021-3 Ramp Lighting Project to Parsons Electric in the amount of \$15,322.00 contingent on the reception of a MNDOT Aeronautics grant.

**Requested City Council Action**

Make a motion awarding the contract for AP 2021-3 Ramp Lighting Project to Parsons Electric in the amount of \$15,322.00 contingent on the reception of a MNDOT Aeronautics grant.





TO: Matt Wegwerth, PE  
Public Works Director, City Engineer  
City of Grand Rapids, Minnesota

FROM: Lindsay Reidt, PE

DATE: May 18, 2021

RE: Construction Contract Award Recommendation  
SEH No. GRAIT 159268 14.00

**PROJECT SCOPE:**

Competitive quotes were received for the 2021 Apron Lighting project at the Grand Rapids-Itasca County Airport. The project includes replacing existing apron lighting luminaires with LED luminaires and testing and repairing wires for the lighting circuit as needed.

**Quote RESULTS – 2021 Apron Lighting:**

On Friday May 14, 2021, contractors submitted quotes for the 2021 project. The Engineer’s estimate for the project was \$30,500. Three (3) quotes were received, with the results as follows:

<u>Contractor</u>	<u>Bid Amount</u>
Parsons Electric	\$15,322.00
Vinco	\$16,740.00
Neo Electrical Solutions	\$19,340.00

**SEH RECOMMENDATION:**

Based on the outcome of the quotes and the company reputations, it is our recommendation that the City of Grand Rapids award the 2021 Apron Lighting project to Parson Electric, contingent on reception of the MnDOT Aeronautics grant.

In reliance on our experience with the contractors and information provided in the quote packages, we have determined that they have a sufficient understanding of the project and equipment to perform the construction for which it bid. SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work.

**PROJECT COST SUMMARY:**

The following table summarizes the costs of the components for this project’s state grant:

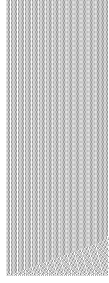
2021 Apron Lighting (Parsons Electric)	\$ 15,322.00
Engineering & Construction Administration (SEH)	\$ 5,000.00
Administration (City of Grand Rapids) (estimated)	\$ 2,500.00
<b>TOTAL PROJECT COSTS (APPROX):</b>	<b>\$ 22,822.00</b>

The project will be funded by a MnDOT State Grant at a rate of 70% state and 30% local. The estimated project costs are \$15,975 (MnDOT) and \$6,847 (City of Grand Rapids).

**Grand Rapids-Itasca County Airport  
2021 Apron Lighting  
Bid Tab**

**SEH No. 159843**

**May 14, 2021**



**Parsons Electric**

**Vinco**

**Neo Electrical Solutions**

Line No.	Item Description	Unit	Estimated Unit Price	Estimated Quantity	Estimated Total Amount
1	Mobilization	LS	\$ 2,500.00	1	\$ 2,500.00
2	Remove and Install Luminaire Type Special 1	EA	\$ 1,000.00	8	\$ 8,000.00
3	Inspect Pole Components (All A & B Poles)	EA	\$ 500.00	8	\$ 4,000.00
4	Remove and Replace Wire, Install XHHW-2, #12	LF	\$ 1.50	3,000	\$ 4,500.00
5	Inspect Pole Components (All C Poles)	HR	\$ 500.00	3	\$ 1,500.00
6	Remove and Install Lighting Unit Type 2	EA	\$ 1,000.00	3	\$ 3,000.00
<b>Estimated Construction Total (Base Bid)</b>					<b>\$ 23,500.00</b>
Alternate 1					
7	As-built Apron Lighting	HR	\$ 500.00	10	\$ 5,000.00
8	Inspect Underground Circuitry	HR	\$ 500.00	4	\$ 2,000.00

Estimated Unit Price	Estimated Total Amount
\$ 1,393.00	\$ 1,393.00
\$ 618.00	\$ 4,944.00
\$ 111.00	\$ 888.00
\$ 1.05	\$ 3,150.00
\$ 111.00	\$ 333.00
\$ 1,020.00	\$ 3,060.00
	\$ 13,768.00
\$ 111.00	\$ 1,110.00
\$ 111.00	\$ 444.00

Estimated Unit Price	Estimated Total Amount
\$ 1,000.00	\$ 1,000.00
\$ 860.00	\$ 6,880.00
\$ 140.00	\$ 1,120.00
\$ 0.64	\$ 1,920.00
\$ 120.00	\$ 360.00
\$ 1,260.00	\$ 3,780.00
	\$ 15,060.00
\$ 120.00	\$ 1,200.00
\$ 120.00	\$ 480.00

Estimated Unit Price	Estimated Total Amount
\$ 1,825.00	\$ 1,825.00
\$ 910.00	\$ 7,280.00
\$ 180.00	\$ 1,440.00
\$ 1.15	\$ 3,450.00
\$ 120.00	\$ 360.00
\$ 1,125.00	\$ 3,375.00
	\$ 17,730.00
\$ 115.00	\$ 1,150.00
\$ 115.00	\$ 460.00

**Estimated Construction Total (Alternate 1) \$ 7,000.00**

**\$ 1,680.00**

**\$ 1,610.00**

**Estimated Construction Total \$ 30,500.00**

**\$ 16,740.00**

**\$ 19,340.00**

May 18, 2021

RE: Grand Rapids-Itasca County Airport  
FY 2021 State Grant Request

Matt Lebens, P.E.  
Airport Development Engineer  
Minnesota Department of Transportation  
Office of Aeronautics  
395 John Ireland Blvd.  
St. Paul, MN 55155

Dear Mr. Lebens:

The City of Grand Rapids is requesting a grant from the MnDOT Aeronautics for the Grand Rapids-Itasca County Airport for State Fiscal Year 2021. The grant request is for apron lighting replacement. Associated costs with this project are as follows:

2021 Apron Lighting (Parsons Electric)	\$ 15,322.00
Design Engineering & Construction Administration (SEH)	\$ 5,000.00
<u>Administration (City of Grand Rapids)</u>	<u>\$ 2,500.00</u>
<b>TOTAL PROJECT COSTS (APPROX):</b>	<b>\$ 22,822.00</b>

The City of Grand Rapids is requesting state participation for this project at 70 percent (\$15,975) and local funding for 30 percent (\$6,847) for a total grant request of \$22,822.

Please contact me if you have any questions.

Sincerely,

Matt Wegwerth, PE  
Public Works Director, City Engineer  
City of Grand Rapids, Minnesota



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 21-1913      **Version:** 1      **Name:** Parcel conveyance 91-620-0230 and 91-585-4106  
**Type:** Agenda Item      **Status:** Engineering\Public Works  
**File created:** 5/20/2021      **In control:** City Council  
**On agenda:** 5/24/2021      **Final action:**  
**Title:** Consider approving the purchase of tax forfeit parcels 91-620-0230 and 91-585-4106  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Invoice Res 91-620-0230 91-028-3109](#)

Date	Ver.	Action By	Action	Result
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Consider approving the purchase of tax forfeit parcels 91-620-0230 and 91-585-4106

**Background Information:**

At the April 12, 2021 council meeting, a resolution was passed requesting conveyance of tax forfeit parcels from Itasca County for stormwater purposes. The County Board has approved these requests and attached is the invoice for the purchases.

Parcel 91-620-0230 in the amount of \$4,204.20.

Parcel 91-585-4106 in the amount of \$4,669.19.

Purchases will be funded with funds from Stormwater Utility account.

**Staff Recommendation:**

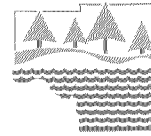
Matt Wegwerth, Public Works Director/City Engineer, recommends approving the purchase and payment for tax forfeit parcel 91-620-0230 in the amount of \$4,204.20 and 91-585-4106 in the amount of \$4,669.19

**Requested City Council Action**

A motion approving the purchase and payment for tax forfeit parcel 91-620-0230 in the amount of \$4,204.20 and 91-585-4106 in the amount of \$4,669.19

County of Itasca

Purchase



Land Department

1177 LaPrairie Avenue  
Grand Rapids MN 55744  
218-327-2855  
218-327-4160

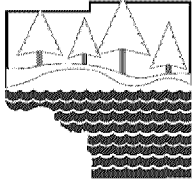
Date: 5/19/2021

**Applicant:**  
City of Grand Rapids  
420 North Pokegama Ave.  
Grand Rapids, MN 55744

**TF land being transferred:**  
Parcel #91-620-0230  
Lot 23 & 24 LESS pt W of E18'  
& W1/2 vac N/A Ave. adj  
McKinney Lake Add GR

Description	Price
Purchase Price	\$ 4,000.00
State Deed Fee	\$ 25.00
State Deed Tax	\$ 13.20
Recording fee	\$ 46.00
3% assurance fee	\$ 120.00
Subtotal	\$ 4,204.20
Less payment received	\$ -
<b>Total</b>	<b>\$ 4,204.20</b>

*PLEASE MAKE CHECK PAYABLE TO "ITASCA COUNTY AUDITOR"*



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

Itasca County Courthouse  
123 NE 4th Street  
Grand Rapids, MN 55744

Tuesday, May 11, 2021

**RESOLUTION 2021-33**

---

**RE: SALE OF TAX-FORFEITED LAND TO THE CITY OF GRAND RAPIDS FOR STORMWATER PURPOSES**

**WHEREAS**, the following described land forfeited to the State of Minnesota in 1995 for non-payment of taxes and is managed by Itasca County:

That part of the Northeast Quarter of the Southwest Quarter of Section 28, Township 55 North, Range 25 West of the Fourth Principal Meridian, described as follows: Commencing at the Northeast corner of said Northeast Quarter of the Southwest Quarter; thence South 89 degrees 45 minutes 26 seconds West, assumed bearing along the North line of said Northeast Quarter of the Southwest Quarter, a distance of 20.00 feet; thence south 0 degrees 04 minutes 49 seconds East, 40.00 feet along a line that is parallel with the East line of said Northeast Quarter of the Southwest Quarter; thence South 89 degrees 45 minutes 26 seconds West, 390.61 feet to intersect the Easterly right of way line of proposed Second Avenue; thence South 0 degrees 30 minutes 17 seconds West, 395.00 feet along said Easterly right of way line: thence North 89 degrees 45 minutes 26 seconds East 110.00 feet; thence North 56 degrees 47 minutes 18 seconds East, 339.90 feet; thence North 0 degrees 04 minutes 49 seconds West, 210.00 feet to the point of beginning; and

**WHEREAS**, the following described land forfeited to the State of Minnesota in 2017 for non-payment of taxes and is managed by Itasca County:

Lot 23 and Lot 24 Less that part lying West of the East 18 feet and the West half of vacated North/South Avenue lying adjacent to Lot 23 Less Highway 38 ROW, MCKINNEY LAKE ADDITION TO GRAND RAPIDS; and

**WHEREAS**, the City of Grand Rapids has requested purchase of said property to use for stormwater purposes. The City of Grand Rapids maintains stormwater systems under a Stormwater Protection Ordinance and a MS4 Permit held from the Minnesota Pollution Control Agency.

**WHEREAS**, Minnesota Statute 282.02, Subd. 1a (h) allows conservation tax-forfeited land be conveyed to an incorporated governmental subdivision for less than its market value as determined by the county board, for the purpose of drainage or storage of stormwater under a stormwater management plan. When land is sold for stormwater purposes a restrictive covenant limiting the use of the land for this purpose is in place for 30 years or until the property is reconveyed back to the state in trust.

**WHEREAS**, Itasca County has determined that the County's land management interests would be best served if the above described property is managed for the purpose of drainage or storage of stormwater by the City of Grand Rapids.

**NOW THEREFORE BE IT RESOLVED**, that the Itasca County Board of Commissioners approves

sale of Parcel 91-620-0230, legally described above, under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (b) for a price of \$4,000.00 plus all associated costs and approves the conveyance of Parcel 91-028-3109, described above, under the terms provided in Minnesota Statute 282.01, Subd 1a, para (h) at no charge.

<b>RESULT:</b>	<b>APPROVED (5 TO 0)</b>
<b>MOVER:</b>	Commissioner Leo Trunt
<b>SECONDER:</b>	Commissioner Davin Tinquist
<b>AYES:</b>	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

STATE OF MINNESOTA  
Office of County Administrator  
ss. County of Itasca

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 11th day of June A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 11th day of June A.D. 2021.



\_\_\_\_\_  
Administrator



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 21-1915      **Version:** 1      **Name:** Parcel conveyance 91-425-2330  
**Type:** Agenda Item      **Status:** Engineering\Public Works  
**File created:** 5/20/2021      **In control:** City Council  
**On agenda:** 5/24/2021      **Final action:**  
**Title:** Consider approving the purchase of tax forfeit parcel 91-425-2330  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Closing documents 91-425-2330](#)

Date	Ver.	Action By	Action	Result
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Consider approving the purchase of tax forfeit parcel 91-425-2330

**Background Information:**

City Staff has reviewed the annual listing of tax forfeit parcels within the City, and recommend the purchase of parcel 91-425-2330 in the amount of \$500. The parcel has unpaid special assessments in the amount of \$72,692.61 and the last payment was made in 2010. The land is bare/vacant and the current estimated market value of the property is \$31,600. The disparity between the land value and assessment amounts make the purchase of this lot by a private party financially unviable. If approved, the City would eliminate the special assessments on the parcel, the Title will be transferred to the Grand Rapids Economic Development Authority and will be marketed for redevelopment.

Attached is a purchase agreement, invoice and SSTS form. The total purchase price of the lot is \$587.65. The purchase would be funded from the Community Development budget

**Staff Recommendation:**

Matt Wegwerth, Public Works Director/City Engineer, recommends approving the purchase and payment for tax forfeit parcel 91-425-2330 in the amount of \$587.65.

**Requested City Council Action**

A motion approving the purchase and payment for tax forfeit parcel 91-425-2330 in the amount of \$587.65.

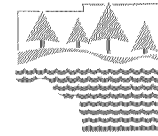


# County of Itasca

# Purchase

## Land Department

1177 LaPrairie Avenue  
Grand Rapids MN 55744  
218-327-2855  
218-327-4160



Date: 5/19/2021

### Applicant:

City of Grand Rapids  
420 North Pokegama Ave.  
Grand Rapids, MN 55744

### TF land being transferred:

Parcel #91-425-2330  
Lots 20-24, Blk 23 Third Div GR  
& S1/2 vac 3 St NE adj to Lot 24  
& W1/2 vac N/S alley

Description	Price
Purchase Price	\$ 500.00
State Deed Fee	\$ 25.00
State Deed Tax	\$ 1.65
Recording fee	\$ 46.00
3% assurance fee	\$ 15.00
Subtotal	\$ 587.65
Less payment received	
<b>Total</b>	<b>\$ 587.65</b>

*PLEASE MAKE CHECK PAYABLE TO "ITASCA COUNTY AUDITOR"*

# ITASCA COUNTY TAX FORFEIT LAND PURCHASE AGREEMENT

Regarding Itasca County Tax-Forfeited Land Described as:

**PARCEL ID NUMBER: 91-425-2330**

**Sec-Twp-Rge: 21 - 55 - 25**

**Legal Description: LOTS 20 - 24, BLOCK 23 & S1/2 of vacated 3rd Street NE lvg adjacent to Lot 24 & W1/2 of vacated North/South alley lying adjacent thereto THIRD DIVISION OF GRAND RAPIDS**

I, the undersigned, agree to pay to Itasca County the full amount of the bid value for the above listed parcel(s) of Itasca County Tax-Forfeited or Direct County land (including any timber or building value) plus any required fees as listed below:

TOTAL BID:

\$	500.00
----	--------

Total Appraised Value:

\$	500.00
----	--------

% Bid Up =

(	0.0	%)
---	-----	----

	Appraised	Bid
Value of Timber	\$ -	\$ -
Value of Building(s)	\$ -	\$ -
Value of Land		
Assessments Due (if any):		
Reductions (if any):		

3% Assurance Fee:		\$15.00
State Deed Issuance Fee:		\$25.00
State Deed Recording Fee:		\$46.00
Deed Tax (\$1.65 for each \$500.00 of purchase price)		\$1.65
\$50.00 Well Certificate Recording Fee (where applicable):		\$0.00

Sale date:

**TOTAL PRICE:**

\$	587.65
----	--------

\*\*\*\*\*

PAYMENTS ARE TO BE MADE AS FOLLOWS:

Full Appraised Value of Timber		\$0.00
15% of Appraised Building Value		\$0.00
15% of Appraised Value of Land Less Reductions (100% if under \$501.00*)		\$500.00
<b>AMOUNT DUE DAY OF SALE:</b>		<b>\$587.65</b>
<b>AMOUNT PAID DAY OF SALE:</b>		

\*PAYMENT DUE WITHIN 30 DAYS would then be balance due after downpayment and includes all required fees:

**DUE ON or BEFORE (DATE) \_\_\_\_\_ BALANCE DUE**



**NO TIMBER SHALL BE CUT UNTIL ENTIRE PURCHASE PRICE IS PAID IN FULL**

I understand that the premises are being sold AS IS and that Itasca County makes no warranties as to the condition of any buildings, wells, septic systems, soils, roads, or any other thing on the premises. The premises is being sold with the understanding that the buyer and seller agree to waive disclosures required under Minnesota Statutes Chapters 513.52 to 513.60 and 1031.235 and any associated liabilities.

<b>Please print and sign your name(s) as you would like it to appear on the deed:</b>	
<b>BUYER 1:</b> Print full name to be recorded on deed	<b>BUYER 2:</b> Print full name to be recorded on deed
Signature:	Signature:
Phone number:	Phone number:
Date:	Date:

Name and address to which tax statements should be sent:	<b>Ownership Desired (MUST CHECK ONLY ONE)</b> <input type="checkbox"/> Single Ownership <input type="checkbox"/> Co-Ownership; Joint Tenancy <input type="checkbox"/> Co-Ownership; Tenancy in Common <input type="checkbox"/> Co-Ownership; Other
----------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

FOR COUNTY USE ONLY:	REV 8-18-2014
Witness:	Date:

**SSTS ORDINANCE COMPLIANCE FORM**  
(TO BE FILED WITH ITASCA COUNTY ENVIRONMENTAL SERVICES)

RE: PARCEL ID # 91-425-2330 DOCUMENT # \_\_\_\_\_

Property is vacant—no SSTS.       Property has Outhouse/Privy (no indoor plumbing)

OR, \_\_\_\_\_

Attached is a Certificate of Compliance pursuant to the Itasca County Subsurface Sewage Treatment System Ordinance – Section 2.5.

OR, \_\_\_\_\_

The parties have placed funds in escrow for installation of a complying SSTS.

A copy of the written estimate or contract for replacement is attached.  
The sum of \$ \_\_\_\_\_, representing 150% of the estimated cost, or 110% of the written contract amount, has been placed in the escrow or trust account of \_\_\_\_\_

The parties acknowledge that after the complying SSTS has been installed, Itasca County Environmental Services shall provide the escrow agent a copy of the Certificate of Compliance, the same which will allow payment from the escrow account for the replacement of the SSTS.

OR, \_\_\_\_\_

The parties make the following agreement:  
If the system must be inspected at a later time due to seasonal ground conditions, the Seller / Buyer (select one) shall cause the inspection to be made by June 1 following the transaction, and if conforming, shall file a Certificate of Compliance by the September 30<sup>th</sup> following the transaction.

The Seller / Buyer (select one) shall repair, replace or upgrade a non-conforming existing system according to the terms of the Itasca County Sanitation Ordinance and Minnesota Rules Chapter 7080 (24 months for nonconforming or 10 months for imminent threat to public health), and shall file the Certificate of Compliance thereafter. The name, address and telephone number of the responsible party is set forth below.

OR, \_\_\_\_\_

The Buyer accepts total responsibility of the existing SSTS and shall be responsible for the necessary upgrading as set forth in the Itasca County Subsurface Sewage Treatment System Ordinance and Minnesota Rules Chapter 7080. The name, address and telephone number of the responsible party is set forth below.

\_\_\_\_\_  
\_\_\_\_\_  
Responsible Party/s Name, Address & Telephone #

SIGNATURES:

SELLER/S: \_\_\_\_\_ DATE \_\_\_\_\_

BUYER/S: \_\_\_\_\_ DATE \_\_\_\_\_



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 21-1907      **Version:** 1      **Name:** Resolution to accept Gesme Golf Donation  
**Type:** Agenda Item      **Status:** Golf Course  
**File created:** 5/20/2021      **In control:** City Council  
**On agenda:** 5/24/2021      **Final action:**  
**Title:** Consider adopting a resolution to accept Gesme Golf Donation  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Gesme Simulator Donation Resolution 2021](#)  
[TrackMan FlexCage Simulator Quote - Pokegama Golf Course](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution to accept Gesme Golf Donation

**Background Information:**

Tiffany and Andrew Gesme would like to donate \$83,400 to Pokegama Golf Course/City of Grand Rapids. This donation will fund the purchase of two Trackman 4 FlexCage Golf Simulators. The purpose of the Gesme donation is for the enhancement of Junior Golf at Pokegama Golf Course and in the Grand Rapids area. The Simulators will be stationed in the dining room of the Pokegama Golf Course clubhouse in the offseason months of approximately December thru March annually. After expense funds generated from the operation of the Simulators will be used as an annual donation to Junior Golf. This will include but will not be limited to the PGC Junior Golf Program, the GR Middle School golf teams, the GRHS golf teams, and the Golf in School programs. Annual proceeds are expected to be approximately \$12,000 based upon 50% occupancy of the Simulators.

**Staff Recommendation:**

Accept the Tiffany and Andrew Gesme Donation of \$83,400

**Requested City Council Action**

Make a motion adopting a resolution accepting a donation of \$83,400 from Tiffany and Andrew Gesme for the purchase of two Trackman 4 FlexCage Golf Simulators. Proceeds to be used for the enhancement of Junior Golf in the Grand Rapids area.

RESOLUTION NO. 21-

A RESOLUTION ACCEPTING AN \$83,400 DONATION FROM TIFFANY AND  
ANDREW GESME FOR THE PURCHASE OF TWO  
TRACKMAN 4 FLEX CAGE GOLF SIMULATORS.

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

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

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

- Tiffany and Andrew Gesme have donated \$83,400 to the City of Grand Rapids, Itasca County, Minnesota for the purchase of two Trackman 4 Flex Cage Golf Simulators.

Adopted this 24<sup>th</sup> day of May, 2021

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Dale Christy, Mayor

Attest:

---

Kim Johnson-Gibeau, City Clerk

# TRACKMAN

INDOOR GOLF



## CUSTOM SIMULATOR QUOTE

### Pokegama Golf Course

Installation Address:

3910 Golf Course Rd.  
Grand Rapids, MN 55744  
mfklabough@yahoo.com

Email:

Cell:

Main Contact:

812-309-8877

Mike Klabough

TM project number:

Revision no.:

Revision date:

Revision by:

# TRACKMAN

## INDOOR GOLF

Sales Rep Dustin Arnold dma@trackman.com  
(305) 890-6825

<b>Customer</b>	<b>Pokegama Golf Course</b>	<b>Issue Date:</b>	<b>4/21/2021</b>
<b>Address</b>	<b>3910 Golf Course Rd.</b>	<b>Payment Terms:</b>	<b>50% deposit due to schedule install, final balance due 5 weeks before install.</b>
<b>City, State</b>	<b>Grand Rapids, MN 55744</b>	<b>Install Date:</b>	<b>TBD (October)</b>
<b>Phone</b>	<b>218-326-3444</b>		

	Description	Unit Price	Qty	Total
<b>Unit</b>	TrackMan 4 - Indoor Only	\$19,995.00	1	\$19,995.00
<b>Simulator</b>	TrackMan FlexCage Simulator Package	\$23,995.00	2	\$47,990.00
	Premium FlexCage Enclosure w/ 801 Impact Screen			
	High Speed Gaming Desktop Computer			
	4K Enhanced Premium Projector			
	22" LCD Touchscreen			
	Basic Putting Turf Footprint w/ EZ Tee Hitting Mat			
	Full Virtual Course Library			
<b>Upgrades</b>	TrackMan 4 - Outdoor License	\$5,000.00	0	\$0.00
<b>Upgrades</b>	PC Cabinet	\$995.00	2	\$1,990.00
<b>Software</b>	Software Subscription - 1st. Year			Included
<b>Software</b>	Software Subscription - following years pr. unit	\$1,000.00		
<b>Software</b>	Software Subscription - following 3 years in adv.	\$2,000.00	1	\$2,000.00
<b>Hardware</b>	Hardware Maintenance Plan - 1st. Year			Included
<b>Hardware</b>	Hardware Maintenance Plan - following years pr. unit	\$1,000.00		
<b>Hardware</b>	Hardware Maintenance Plan - follow. 3 years in adv.	\$2,000.00	1	\$2,000.00
			<b>Subtotal</b>	<b>\$73,975.00</b>
	Multi-Simulator Purchase @5% + Discount on Original Unit Purchase			-\$4,948.50
	Simulator Shipping, Installation, & Training	\$5,000.00	2	\$10,000.00
	Sales Tax			\$4,317.82
			<b>Total</b>	<b>\$83,344.32</b>

To accept this Quotation, please sign and return.

Purchaser

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

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

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

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

Total investment is ex. VAT, taxes and duties for countries outside the United States unless specified. Shipping and installation costs based on one location within the United States. The sale and delivery of the goods and services specified in this Quote is subject to the terms and conditions of TrackMan's General Terms and License Terms available on TrackMan.com. These terms are an integral part of this purchase agreement.

TrackMan Inc., 16445 N 91st St, Ste 104, Scottsdale AZ, 85260  
Telephone: 1 (810) 225-9855, Fax: +45 4574 0039, E-mail: main@trackman.dk

Bank: Bank Of America, One Atlantic Street, Stamford, CT 06901, USA  
Phone: +1 203.351.1207, Account No. 385018033522

Wire Transfer Routing No.: 026009593, SWIFT: BOFAUS3N; ACH/Transfer Routing No. 011900254 (Electronic)

INITIALS

# TRACKMAN

## INDOOR GOLF

### PRODUCT DEFINITIONS (FLEXCAGE SIM):

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#### TrackMan 4

All TrackMan units are sourced direct from TrackMan Headquarters in Denmark which is the sole manufacturer and distributor of TrackMan units. The TrackMan numbers are the brain behind it all and the TM4 radar unit tracks everything you do when you hit a golf ball. You'll quickly become an insider of the most revolutionary training tool in the industry. To learn everything the TM4 is capable of, please visit [trackmangolf.com](http://trackmangolf.com).

#### TM Performance Studio (TPS)

TPS is the flagship software that merges data and video into one convenient package. With its market leading intuitive interface, it is ideal for any academy, business, and simulator environments. For more information about the features in TPS, see appendix or visit [trackmangolf.com](http://trackmangolf.com).

#### TM Sim Enclosure + Turf footprint

- Premium FlexCage I or FlexCage II enclosure
- The hitting screen and projected image will be approximately 13' x 8'2" (16:10 format). Total studio depth is minimum 19'.
- Price can vary based on actual dimensions and layout.
- TrackMan Basic turf footprint\* 15' x 12' with Tee-Line Impact Turf (typically 4' x 10') insert that will accommodate a standard tee.
- Impact location lighting (Installed by TrackMan, but needs to be wired by a certified electrician)

\*Artificial grass comes in 15' width—seams will be slightly visible with rooms more than 15' wide.

#### TM Electronics Suite

- TrackMan SIM High Performance PC
- 22" Touchscreen monitor
- NEC HD Projector, 6500 Lumen, 4K upscaling
- Wireless mouse and keyboard
- All cables and mounts for TM supplied electronics

#### TM SIM Design & Consultation

- TrackMan SIM custom design set
- Consultation with all architects, electricians, builders, AV Teams etc.
- Pre-install support to ensure all TrackMan SIM requirements have been met
- Post-install technical support including remote login service

#### TM Virtual Golf package

- Immersive golf courses from around the world playable in stunning hyper-realistic 3D graphics. New courses are added continuously as long as your TM4 software (SW) subscription is up to date. Virtual Golf works only with TM4 and requires up-to-date SW license to play all available courses. Expired SW License will grant access to one fictional course, Crystal Pines.

#### Other

- TrackMan SW subscription — 1st year
- TrackMan HW service — 1st year
- TrackMan Onsite installation and training - ½ day



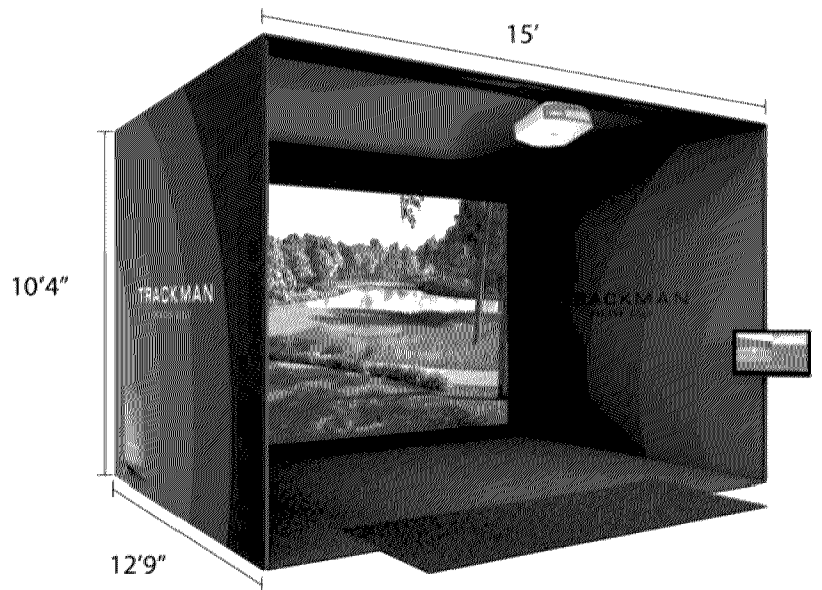
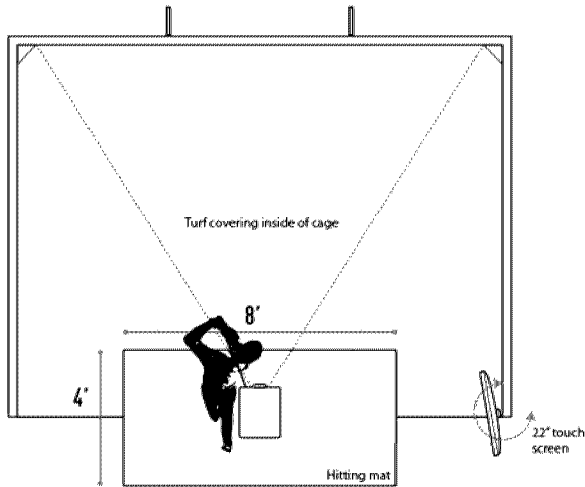
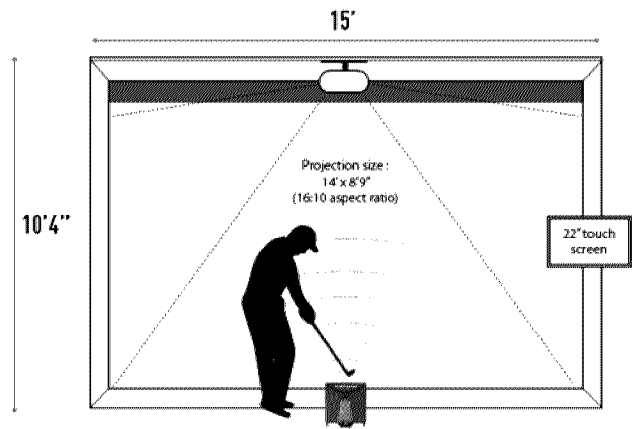
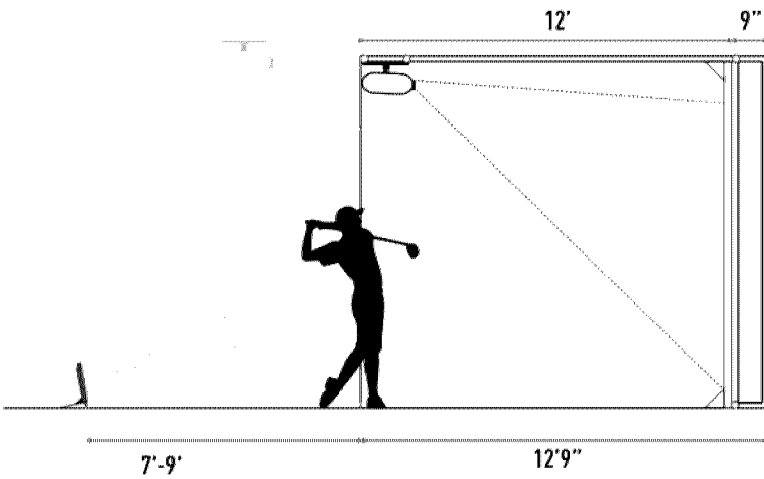
# TRACKMAN

INDOOR GOLF

## FLEXCAGE II OPTION

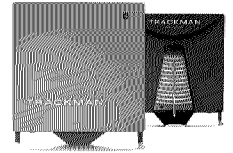
15' - Outside projector mount (W05 lens)

Inside mount (U03 lens)



# TRACKMAN

## INDOOR GOLF



## APPENDIX A: TRACKMAN 4

**TRACKMAN 4 - Golf's first and only Dual Radar Technology.**

Dual Radar Technology enables even more quality data to be captured with two radars tracking different data points. One high-resolution radar exclusively tracks the club through impact, while another high precision radar tracks the ball from launch to landing and everything in between.

This provides the perfect foundation for analysis and diagnosis, where conclusive data is delivered in an easy-to-understand format.

Don't guess what you can measure.

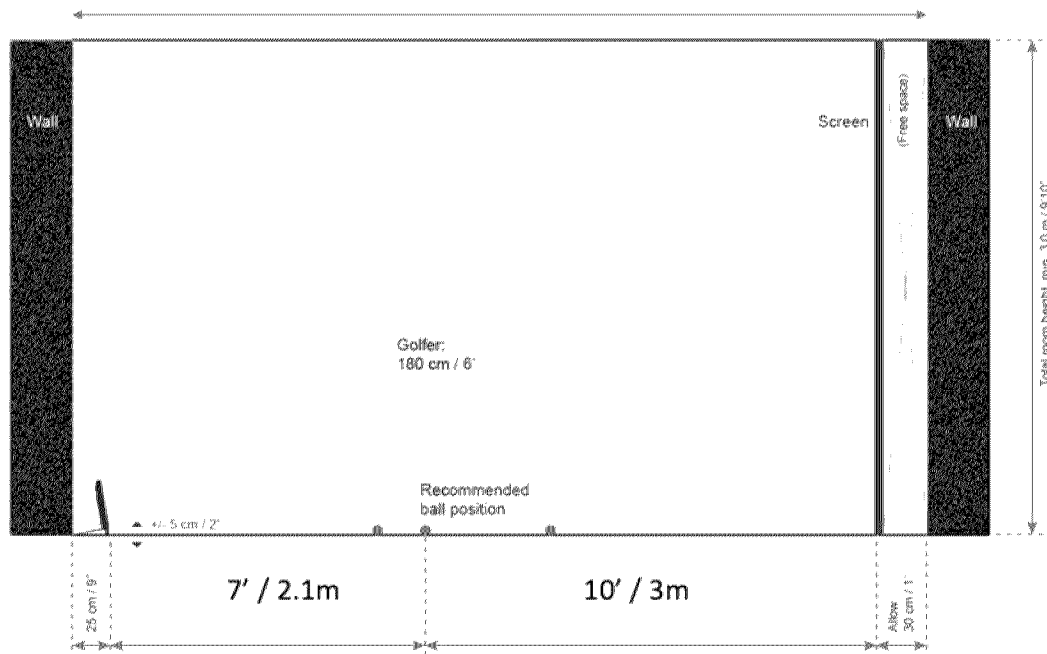
### TRACKMAN 4 SPECIFICATIONS:

- Dual Radar Technology
- New Slim Design (300x300x45mm)
- Light-weight, only 2.8 kg
- Effortless Portability
- Built-in WIFI
- +4 Hours Battery Time
- Optimized Camera Position
- Full HD 1080p Internal Camera
- IOS Compatible
- Connect up to 6 External Cameras
- Unsurpassed Club and Ball Data accuracy
- Club Data with Short Irons
- Optimized Time of Impact Accuracy
- Short Game Club Data Available
- Fast Processing / Speed of Calculations
- Impact Location (certain light requirements apply)
- Video Hardware Synchronized to Radar Data
- Indoor Virtual Golf Putting & Performance putting

### INDOOR SETUP REQUIREMENTS:

## NEW SIMULATOR ROOM DIMENSIONS (FW2.0)

With TM4 + FW 2.0

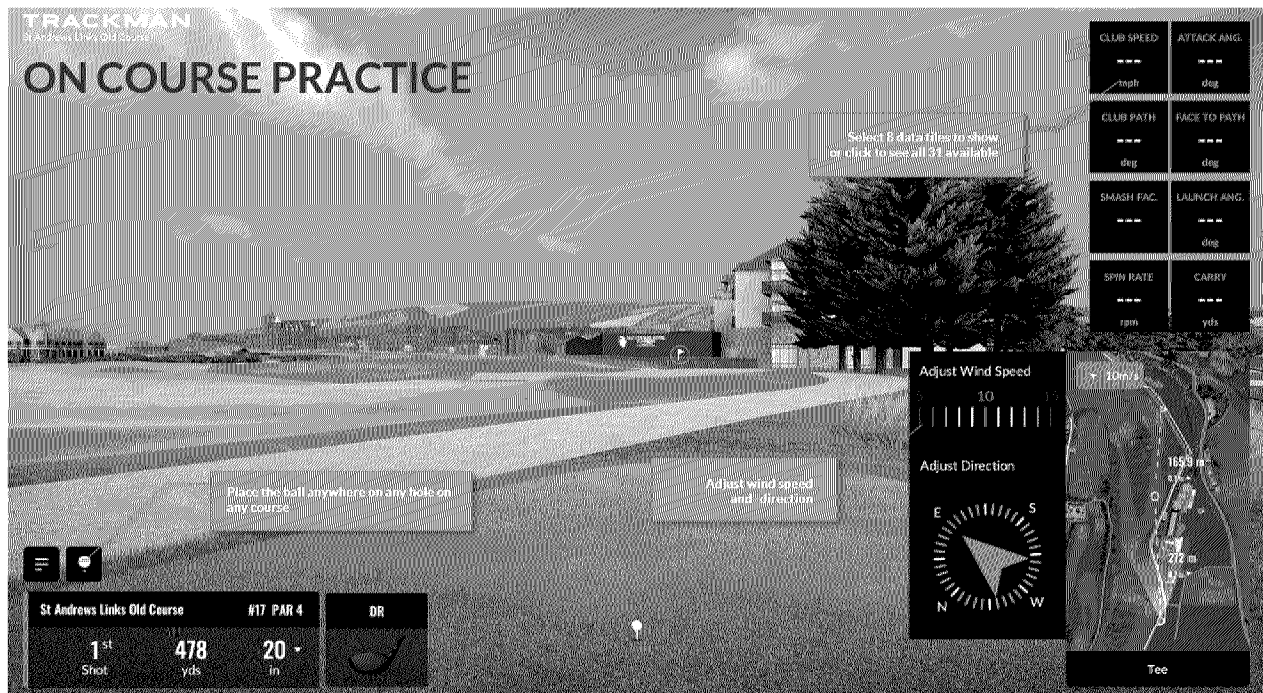
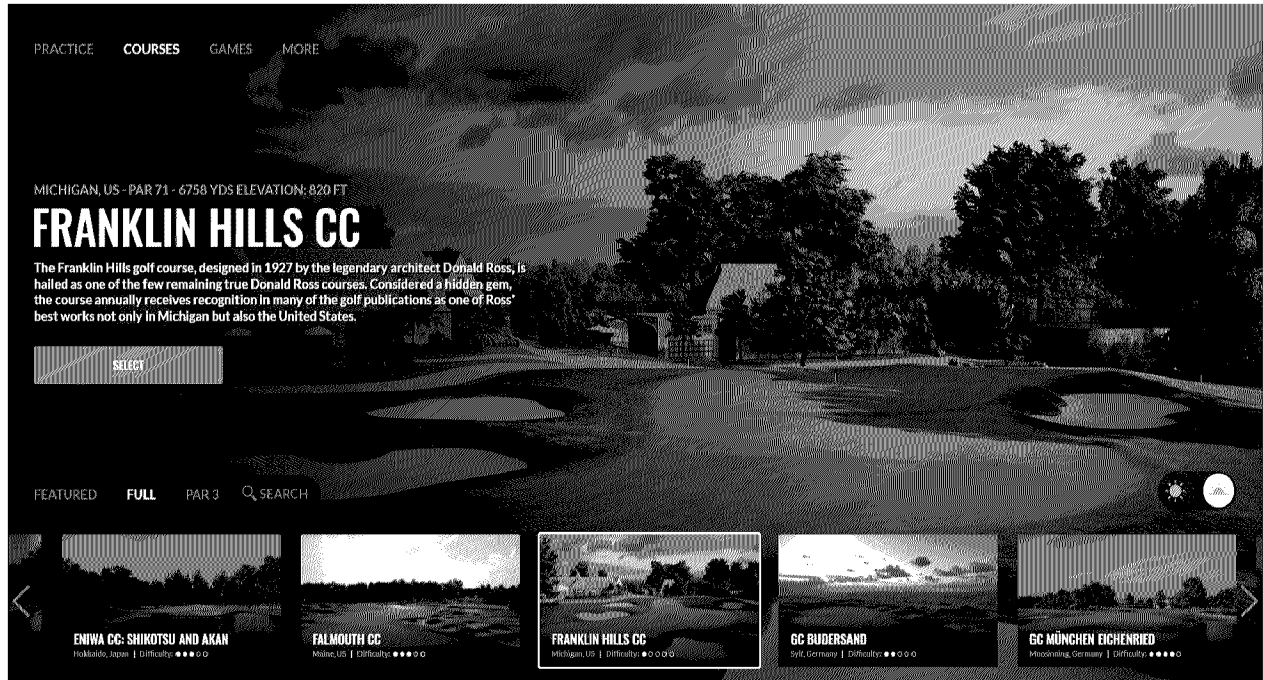


# TRACKMAN

INDOOR GOLF

## APPENDIX B: TM VIRTUAL GOLF SOFTWARE

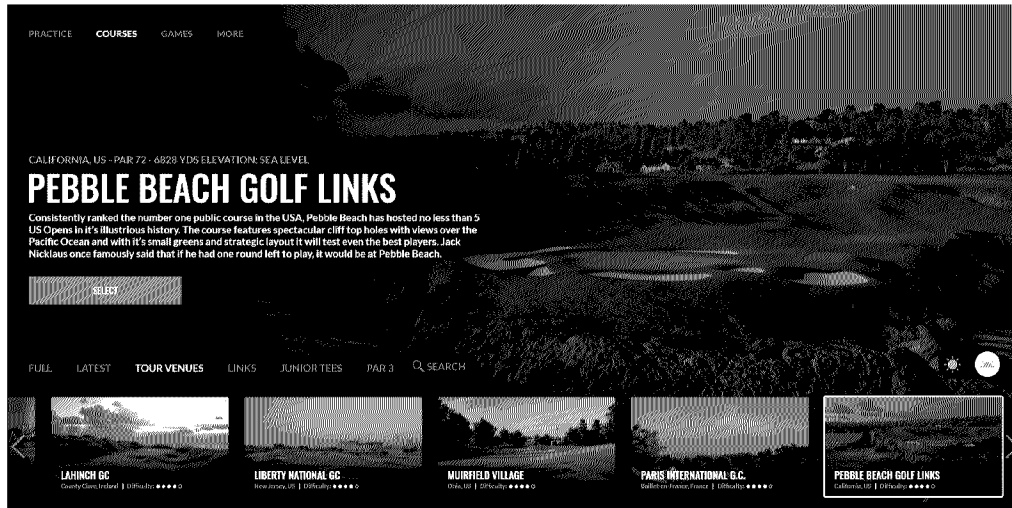
Engineered on the world's most powerful gaming platform, the Virtual Golf courses' 3-dimensional graphics are visually stunning and exceptional. You can play beautiful courses from around the world, play games or improve your game with our On-Course practice feature. The courses, the grass, the ball flight, -bounce and -roll, the surroundings and even the sound effects all look, sound and feel as close to the real thing as you can get.



# TRACKMAN

INDOOR GOLF

## LIST OF CURRENT TRACKMAN SIMULATOR COURSES



Adare Manor  
 Albany Resort  
 Arthur Hills Course at Boyne Highlands  
 Bay Harbor  
 Bellerive Country Club  
 Bethesda Country Club  
 Black Desert Resort  
 Casa De Campo 'Teeth of the Dog'  
 Club de Golf Chapultepec  
 Conway Farms Golf Club  
 Country Club of Jackson  
 Donalda Club  
 Dye Fore Golf Course  
 Eniwa Country Club  
 Falmouth Country Club  
 Franklin Hill Country Club  
 GC Budersand  
 GC Munchen Eichenried  
 GKG Golf Club  
 Glen Abbey Golf Club  
 Glen Oaks—Tournament Course  
 Golf Club Herzogenaurach  
 Great Northern  
 Great Northern Academy  
 Hillcrest Country Club  
 Hillwood Country Club  
 HLGK Hittfeld  
 Hofgut Scheibenhardt Golf Club  
 Holzhausern Golf Park  
 Hualalai Resort  
 Hudson National Golf Club  
 Innisbrook Resort—Copperhead  
 Interlachen Country Club  
 Kempferhof Golf Club  
 Kettle Brook GC  
 Kissing Tree

Lago Mar Country Club  
 Lahinch Golf Club  
 Le Golf National  
 Liberty National Golf Club  
 Lidingo Golf Club  
 Miacomet Golf Course  
 Montecito Club  
 Muirfield Village Golf Club  
 New Golf Club—Neu Ulm  
 Noboribetsu Country Club  
 Olympic Golf Course  
 Oswego Lake Country Club  
 Paris International Golf Club  
 Park Golf Club  
 Pebble Beach Golf Links\*\*  
 PGA National Golf Club  
 Portland Golf Club  
 Primland—Highland Course  
 Quail Hollow Club  
 Real Club Valderama  
 Ridgewood CC - Championship Course  
 Royal Birkdale  
 Royal Homburger  
 Royal Ottawa Golf Club  
 Royal Portrush—Dunluce Links  
 Royal Troon  
 Rungsted Golf Club  
 Sea Island Resort—Plantation  
 Sea Island Resort—Seaside  
 Sebonack Golf Club  
 Shangri-La Golf Club  
 Shelter Harbor Golf Club  
 Silverleaf Club  
 Spyglass Hill\*\*  
 St. Andrews Links—Castle Course  
 St. Andrews Links—Jubilee Course

St. Andrews Links—New Course  
 St. Andrews Links—Old Course  
 Sutton Bay  
 Sweetens Cove Golf Club  
 Taiheiyo Club—Gotemba Course  
 The Golf Club at Bear Dance  
 The Grove  
 The Heather at Boyne Highlands  
 The Links at Spanish Bay\*\*  
 The Reserve at Moonlight Basin  
 Timberline Golf Club  
 Trinity Forest Golf Club  
 Troubadour Golf & Field Club  
 Wachusett Country Club  
 Wentworth West Course  
 Wilshire Country Club  
 Worthsee  
 Wayzata Country Club

### Fictional Courses

Crystal Pines  
 Devil's Island  
 Hidden Canyon  
 Shadowlands

### Par 3 Courses

Abel's Crossing  
 Hillcrest CC Short Course  
 Leon De Montana  
 Lostwood Glen  
 Sand River  
 Senoja Valley  
 Sutton Bay Short Course  
 The Aces Club  
 The Lost 9

\*\* Pebble Beach Package requires additional license agreement of \$100/year or \$200/3 years

# TRACKMAN

## INDOOR GOLF

### APPENDIX C: TRACKMAN PERFORMANCE STUDIO

#### TrackMan Performance Studio

The TrackMan Performance Studio is the world's first and only golf club and ball data tool with fully integrated video and analysis. Merging video with TrackMan's industry-leading swing and shot data, the TrackMan Performance Studio delivers the most definitive data and visual report on the player.

#### The Essential Tool for Teaching & Performance

For teachers and players using video only, the TrackMan Performance Studio software will enable you to significantly improve your analysis due to the merged TrackMan data. Likewise, for TrackMan owners using video and TrackMan data separately, the Performance Studio software enables you to effortlessly integrate both media and enhance your enterprise or solution.

#### Features and benefits:

- Video synced simultaneously with Trackman data
- Calibrated on-video layered 3D imaging (ball flight, club path, face angle and more)
- Supports multiple camera connections
- Fully automated video capture, able to crop and save each swing (iOS & IDS integration)
- One-click sharing of student data, stats and Combine results through MyTrackMan.com
- Model swings of TOUR Pros available

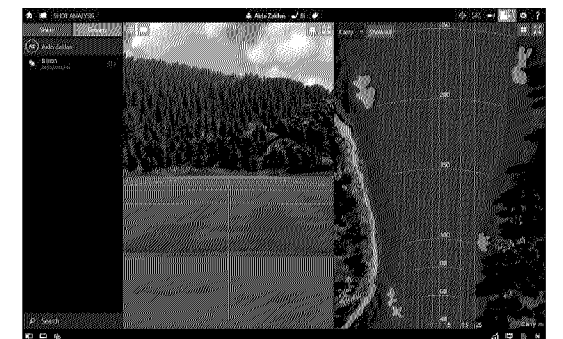
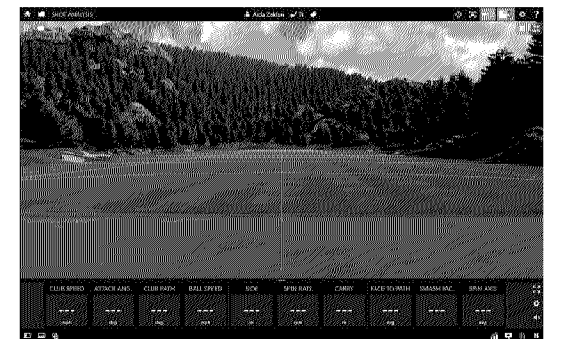
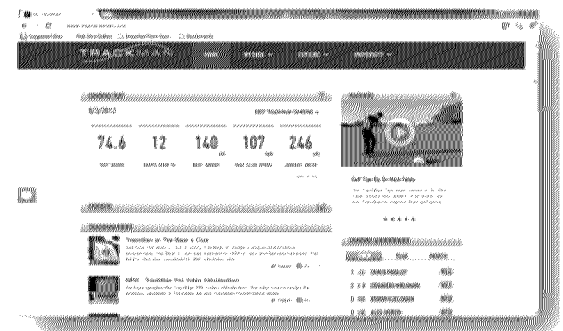
#### Teacher and student friendly:

- Full suite of swing analysis software (drawing tools, slow motion, model swings, and more)
- Comparison mode (before/after, side-by-side)
- Easy to edit with video and data export into one report or separate files
- Indoor/outdoor—completely portable—calibrates in less than 2 minutes using Windows PC, iPhone, or iPad.

#### Data access through MyTrackMan.com:

- All client data, coaching sessions, videos, imported files, etc. integrated into one flexible user-friendly dashboard/interface (custom fit screen windows)
- Students and coaches can review data and sessions using individual accounts for each student at MyTrackMan.com

\*Please note that TrackMan Outdoor features may require license upgrades to your TrackMan unit. Please contact your TrackMan Sales Representative for more information.



# TRACKMAN

INDOOR GOLF

## APPENDIX D: OERT LIGHTING REQUIREMENTS

The optically enhanced TM4 captures every little detail with astounding precision, including the ball's exact impact location on the club face. No markers are required, and getting up and running with your TrackMan is as quick and seamless as always.

### INTERNAL CAMERA RECORDINGS

Internal TM4 swing video can not be used simultaneous with the internal camera being used for OERT impact location. Toggle the internal TM4 camera on/off to enable/disable impact location measurement.

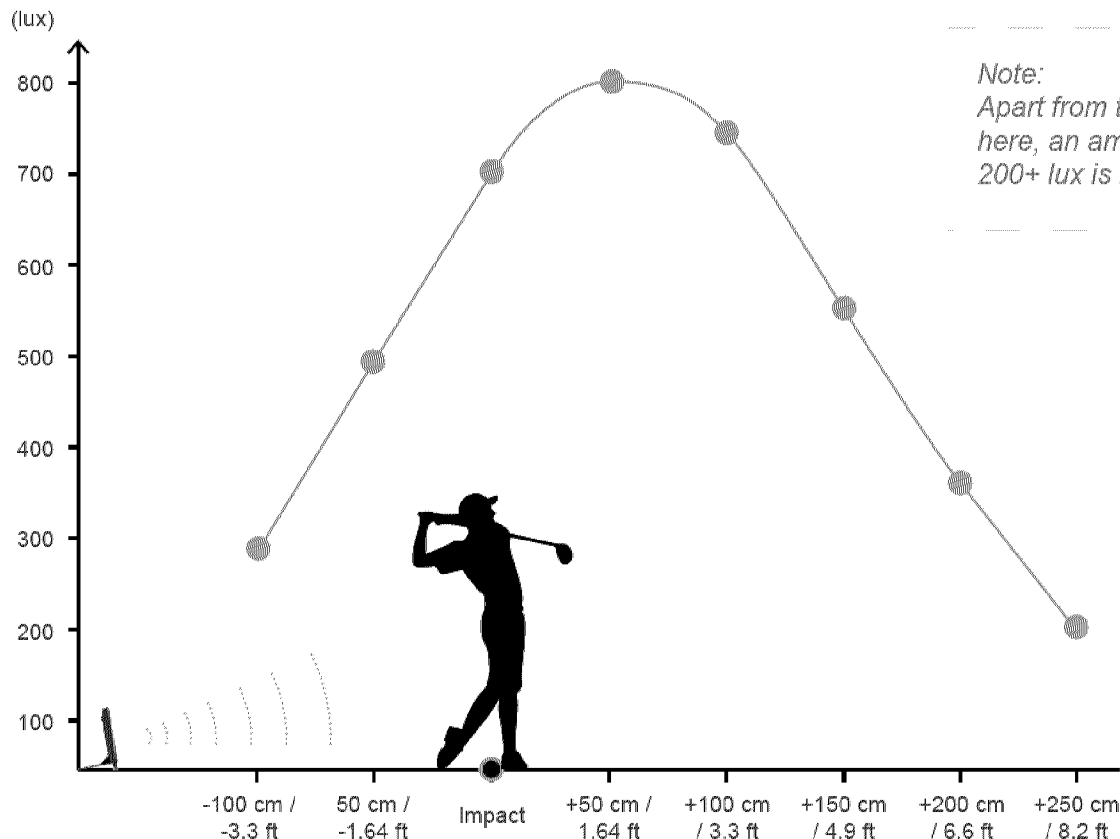


### MINIMUM LIGHTING REQUIREMENTS:

Impact + 8.2' and over:	200 lux
Impact + 6.6':	375 lux
Impact + 4.9':	575 lux
Impact + 3.3':	750 lux
Impact + 1.64':	<b>800 lux</b>
Impact :	700 lux
Impact - 1.64':	500 lux
Impact - 3.3':	300 lux
Impact - 4.9' and under:	200 lux

### LIGHT SOURCE:

LED (must be non-flickering)



*Note:  
Apart from the peak indicated here, an ambient light value of 200+ lux is needed*

# TRACKMAN

## INDOOR GOLF

### CUSTOMER RESPONSIBILITIES

Prior to installation, the customer is responsible for the following:

1. Acceptance and storage of multiple shipments (at job site), including freight delivery, up to 2 weeks prior to installation;
2. Freight delivery can exceed 8'x3'x3', Turf roll can exceed 15' x 3' in size.
3. Final designs agreed upon with project management team. Deadline: 6 weeks prior to install date;
4. Simulator room should be clean and dust free prior to installation;
5. Provide adequate access to simulator space for transporting large turf roll;
6. Provide contact information of your assigned project manager for questions onsite and during installation;
7. Establish timeline for TrackMan access to the site during installation;
8. Electrician on site during construction (if needed). TrackMan does not perform installations which by law requires a certified electrician;
9. Hard wired and WIFI internet connection for PC in simulator room
10. Power requirements for simulator (power sockets or junction boxes close to the applications)
11. All required prerequisites and other room requirements completed: Electrical outlets terminated & plated, conduit, blocking, painting complete, projector cable, fire sprinklers, alarms, detectors, etc.
12. 2 ladders high enough for ceiling access
13. Provide TM with any info on possible floor heating
14. Optimal room light installed and functional as per requirement (see NOTE below);
15. Final disposal of waste from installation. TrackMan will remove waste to customer provided location on site;
16. Space and access free of furniture, couches, chairs, coffee table, floor trim, computer cabinet etc.

**Expect the following freight shipments\* to arrive (can be separate shipments):**

- TrackMan Indoor Golf component crate (5' x 3' x 3')
- Customized turf order (large rolls up to 15' x 2')
- Custom screen enclosure order (large crate up to 10' x 2' x 2')

*\*Items may vary based on installation. Freight shipments will be scheduled delivery by customer and must be stored on-site prior to install by client. Shipments will be unloaded by front door unless otherwise agreed to. Any storage or extra freight/moving cost will be assumed by the customer.*

**NOTE: Room lighting (TrackMan recommended or approved alternative).**

- \* TrackMan Simulator may have specific lighting requirements depending on each client's expectations. When playing TrackMan Virtual Golf Courses, the room should be dark to allow projected image to be as bright as possible.
- \* When using TPS Software with external video analysis, the room lighting will need to be bright to help the high speed cameras capture the best quality image.
- \* When using TM Impact Location a minimum of 700 LUX is required around the measuring area, to provide ball impact location—see appendix for details. Please be sure to contact your TrackMan Sales Rep for more information.

# TRACKMAN

INDOOR GOLF

## SIMULATOR TERMS AND CONDITIONS 1/3

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These Terms and Conditions for TrackMan Simulator (the "Simulator Terms and Conditions") together with TrackMan's General Terms and Conditions (collectively the "Terms") shall exclusively apply to all confirmed Purchase Orders for purchase and delivery of TrackMan Simulator products, including installation and integration services, between the customer identified in the Purchase Order (the "Customer") and TrackMan Inc. ("TrackMan"). Any acceptance or order by Customer stating different or additional terms from those stated in the Purchase Order and the Terms are not binding or effective unless expressly agreed to in writing and duly signed by TrackMan. Any terms and conditions set forth by Customer shall not at any time form a part of the Purchase Order or any other contract or agreement between Customer and TrackMan.

Unless otherwise expressly stated in these Simulator Terms and Conditions, TrackMan's General Terms and Conditions shall apply to any delivery of goods and/or services under the Purchase Order.

### 1. Product Information

Information in product sheets and price lists are binding only to the extent that they are by reference expressly included in the Purchase Order.

### 2. Delivery and shipments

The risk of accidental destruction of or damage to the goods delivered under any Purchase Order passes to the Customer at the time and date when the goods are delivered to the Customer's address. The Customer shall be responsible for accepting shipments and storing in a dry, protected environment until installation.

Customer shall inspect the outside of packages received and immediately alert TrackMan of any signs of damage as soon as the packages are received. Any additional cost to store, relocate, change address will be at the customer's expense. Many shipments will include freight delivery and delivered items can exceed 8'x3'x3' in size and require on-site storage at the Customer's premises until TrackMan's installation team arrives. You will be notified as items begin to ship but should expect to receive multiple shipments up to 2 weeks prior to scheduled installation date.

Shipping costs are based on the Customer receiving multiple shipments of assorted components. By execution of the Purchase Order the Customer accepts his/her responsibility associated with receiving shipment of the goods.

Promptly upon completion of the installation, a representative of the Customer and a representative of TrackMan (most often the installer) shall inspect the installation. Provided that no material defects are identified in connection with the inspection, the installation shall be considered complete and accepted by the Customer. Subsequent to the installation, Trackman will ensure that a proper training session on the use of the simulator and its features is facilitated.

### 3. Warranties

TrackMan warrants that all installation and integration services shall be performed in a workmanlike manner and that materials are free from defects. This warranty expires on the date falling 90 days from the date of completed installation.

Fixtures, equipment, cabling, flooring, netting, screens, and/or electronics not manufactured by TrackMan, shall be covered only by the original equipment manufacturer's warranty after the initial 90 day period.

This list includes, but is not limited to the following items: TV's, Monitors, Touchscreens, Computers, Cameras, Projectors, Sound System, Lights, Screens, Netting, and Cage. Should one of these items fail and be replaced by the manufacturer's warranty, the Customer shall be responsible for removing and installing the replacement component(s). Any onsite repair or replacement of goods is subject to a repair/installation charge (including associated travel costs).

*(continued)*



# TRACKMAN

INDOOR GOLF

## SIMULATOR TERMS AND CONDITIONS 2/3

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Normal wear and tear of materials is not covered by TrackMan's warranty. The impact screen, side walls, ceiling, hitting turf, and other components will show wear (and eventually fail) from repeated impacts. For example, in commercial environments the customer should expect and budget to replace the impact screen every 12 months.

Information on warranty with respect to goods manufactured by TrackMan can be found in the TrackMan General Terms.

Any alleged breach of warranty shall be notified to TrackMan as soon as possible. The notice shall contain a description of the alleged breach.

DISCLAIMER. OTHER THAN EXPRESSLY SET FORTH HEREIN, THE TRACKMAN GOODS ARE PROVIDED "AS-IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES, NON-INFRINGEMENT, WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. TRACKMAN DOES NOT WARRANT THAT THE OPERATION AND USE OF THE GOODS AND ANY SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

#### 4. Payment

Customer shall make a non-refundable upfront payment of an amount equal to 50% of the total purchase price under the Purchase Order to obtain a spot in the installation calendar and start the ordering process. The remaining 50% of the purchase price is due and payable on the date falling 5 weeks prior to the scheduled installation works. A 2% transaction charge on credit card payments may apply.

All payments shall be effected in the currency appearing in the Purchase Order or other clearly agreed currency. In the event of delayed payments an interest of 1% per commenced month shall accrue on the outstanding amount.

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

#### 5. Title

Until payment has been received in full by TrackMan, title to the goods, including any TrackMan Radar (Launch Monitor), shall remain with TrackMan, and in the event of non-payment, TrackMan shall, in addition to all other rights and remedies available to TrackMan, be entitled to recover possession of the goods.

#### 6. General Limitations of Liability

IN NO EVENT WILL TRACKMAN, ITS OFFICERS, DIRECTORS, MEMBERS, AFFILIATES, AGENTS, EMPLOYEES, AND CONSULTANTS HAVE ANY LIABILITY UNDER THE PURCHASE ORDER TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND EVEN IF TRACKMAN HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING TRACKMAN SHALL IN NO EVENT BE LIABLE FOR DOWN-TIME, LOSS OF DATA OR DATA BEING RENDERED INACCURATE, LOSS OF PROFITS, LOSS OF INTEREST OR OTHER LOSSES SUSTAINED BY THE CUSTOMER OR THRID PARTIES ARISING OUT OF THE USE OR INABILITY TO USE THE GOODS. TO THE EXTENT PERMITTED BY LAW TRACKMAN DISCLAIMS ANY PRODUCT LIABILITY.

TRACKMANS AGGREGATE LIABILITY WHETHER UNDER CONTRACT, LAW, TORT LAW, WARRANTY OR OTHERWISE WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY THE CUSTOMER TO TRACKMAN DURING THE 12 MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE LIABILITY.

*(continued)*

# TRACKMAN

## INDOOR GOLF

### SIMULATOR TERMS AND CONDITIONS 3/3

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#### **7. Compliance with fire code etc.**

Customer and TrackMan expressly agrees that the Customer is solely responsible for ensuring that the premises at which the TrackMan Simulator products are installed both before and after the installation hereof, at all times satisfy any and all applicable fire codes and health and safety regulations and laws, whether State or Federal. The Customer undertakes to arrange for any required fire safety inspections of the premises after installation of the TrackMan Simulator products in accordance with applicable laws and regulations.

TrackMan disclaims any and all liability that may arise in connection with or as consequence of any failure by the Customer or any of its officers, directors, employees, contractors or agents to ensure full compliance with applicable fire codes and health and safety regulations from time to time, whether state or Federal.

#### **8. Indemnification by Customer**

Customer agrees to indemnify, defend and hold TrackMan and its directors, officers, employees and agents harmless against any and all third-party claims, damages, costs and expenses (including reasonable attorneys' fees) directly or indirectly incurred by TrackMan as a result of Customer's breach of the Purchase Order or the Terms.

#### **9. Project Rescheduling Policy**

TrackMan requires 7 weeks lead time to properly source and ship materials and book travel and accommodation for the installation team. TrackMan works directly with the Customer (not intermediaries) to confirm if installation date is being changed (written documentation by email is required).

Pending confirmation: Rescheduling an installation is not accepted within 20 business days of the agreed installation start date. Penalty: USD 3,500 charge + any non-refundable fees.

*(end)*



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	21-1910	<b>Version:</b>	1	<b>Name:</b>	Consider purchasing two Trackman FlexCage Simulators
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Golf Course
<b>File created:</b>	5/20/2021	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	5/24/2021	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Consider purchasing two Trackman 4 FlexCage Simulators				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">TrackMan FlexCage Simulator Quote - Pokegama Golf Course</a>				

Date	Ver.	Action By	Action	Result
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Consider purchasing two Trackman 4 FlexCage Simulators

**Background Information:**

The Pokegama Golf Staff with the January 19 approval of the Pokegama Golf Board is seeking approval to purchase two Trackman 4 FlexCage Golf Simulators.

The council has approved a Resolution to accept \$83,400 from Tiffany and Andrew Gesme for this purchase.

The purpose of the Gesme donation is for the enhancement of Junior Golf at Pokegama Golf Course and in the Grand Rapids area. The Simulators will be stationed in the Pokegama Golf Course Clubhouse in the offseason months of approximately December through March annually. After expenses, funds generated from the operation of the Simulators will be used as an annual donation to Junior Golf. This will include but will not be limited to the PGC Junior Golf Program, the GR Middle School Golf teams, the GRHS Golf Teams and the Golf in School Program. Annual proceeds are expected to be approximately \$12,00 based upon 50% occupancy of the Simulators.

**Staff Recommendation:**

Pokegama Golf Staff recommends approval to purchase and authorization of payment for the Trackman 4 FlexCage Golf Simulators as identified in the attachment.

**Requested City Council Action**

Make a motion to approve the purchase of and authorization of payment for two Trackman 4 FlexCage Golf Simulators in the amount of \$83,344.32. Funding for the Simulators will come from the Tiffany and Andrew Gesme donation of \$83,400 in a Resolution accepted at today's Council meeting.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 21-1921      **Version:** 1      **Name:** PCA Board appointments  
**Type:** Agenda Item      **Status:** Administration Department  
**File created:** 5/20/2021      **In control:** City Council  
**On agenda:** 5/24/2021      **Final action:**  
**Title:** Consider appointments to Police Community Advisory Board  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider appointments to Police Community Advisory Board

**Background Information:**

On May 10, 2021, the City Council increased membership for the PCA board from nine to thirteen, creating four vacancies.

**Requested City Council Action**

Make a motion appointing members to the PCA Board



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	21-1894	<b>Version:</b>	1	<b>Name:</b>	Conduct a public hearing to consider the vacation of platted alley right-of-way within Houghton's Addition to Grand Rapids.
<b>Type:</b>	Public Hearing	<b>Status:</b>		<b>Status:</b>	Public Hearing
<b>File created:</b>	5/17/2021	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	5/24/2021	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Conduct a public hearing to consider the vacation of platted alley right-of-way within Houghton's Addition to Grand Rapids.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Alley Vacation Request: Area Maps</a> <a href="#">Staff Review Committee Comments</a> <a href="#">HRA Alley Vacation Request: Application</a> <a href="#">HRA Vacation Request: Public Hearing PowerPoint</a>				

Date	Ver.	Action By	Action	Result
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Conduct a public hearing to consider the vacation of platted alley right-of-way within Houghton's Addition to Grand Rapids.

**Background Information:**

The Itasca County HRA, co-signed by Mr. Ken Collinge (property owner of 716 NW 5<sup>th</sup> Ave.) submitted a valid petition, on April 5, 2021 requesting the vacation of the following described public right-of-way:

*That part of the west - east alley located within Block 10, according to the plat of Houghton's Addition to Grand Rapids, on file and of record in the Office of the Itasca County Recorder, that lies between Lots 7-12 and Lot 6 and Lot 13 inclusive.*

The HRA are the owners of Lots 1-12, Block 10, Houghton's Addition (411 Apartment building and 3 parcels separated by the alley adjacent to 4th Ave. NW). Mr. Collinge is the owner of Lot 13, Block 10 Houghton's Add. of which the HRA has an agreement in place to purchase the subject property.

As stated within the attached Public Vacation Application, if approved, the right-of-way vacation, and also pending the outcome of an zoning map amendment request petitioned by the HRA, would both facilitate the completion of the purchase of property from Mr. Collinge (716 NW 5th Ave.), and ultimately the development & expansion of additional off-street parking spaces for the residents of the 411 Apartment Building. Additionally, the vacation would provide the HRA approximately 51,380 sq. ft. of contiguous land area helping address an existing deficiency (grandfathered nonconformity) of square footage of land area per unit.

As described in the attached email correspondence, the Engineering Department/Public Works Department and the Fire Department support the petitioned vacation. The Grand Rapids Public Utilities Commission noted that alley contains overhead electric power lines serving the block, along with one block to the east and two blocks to the west, and thus requested that approval of alley vacation be contingent on the City retaining a utility easement over the entire area to be vacated.

On May 6, 2021, the Planning Commission formally reviewed the proposed alley right-of-way vacation, and

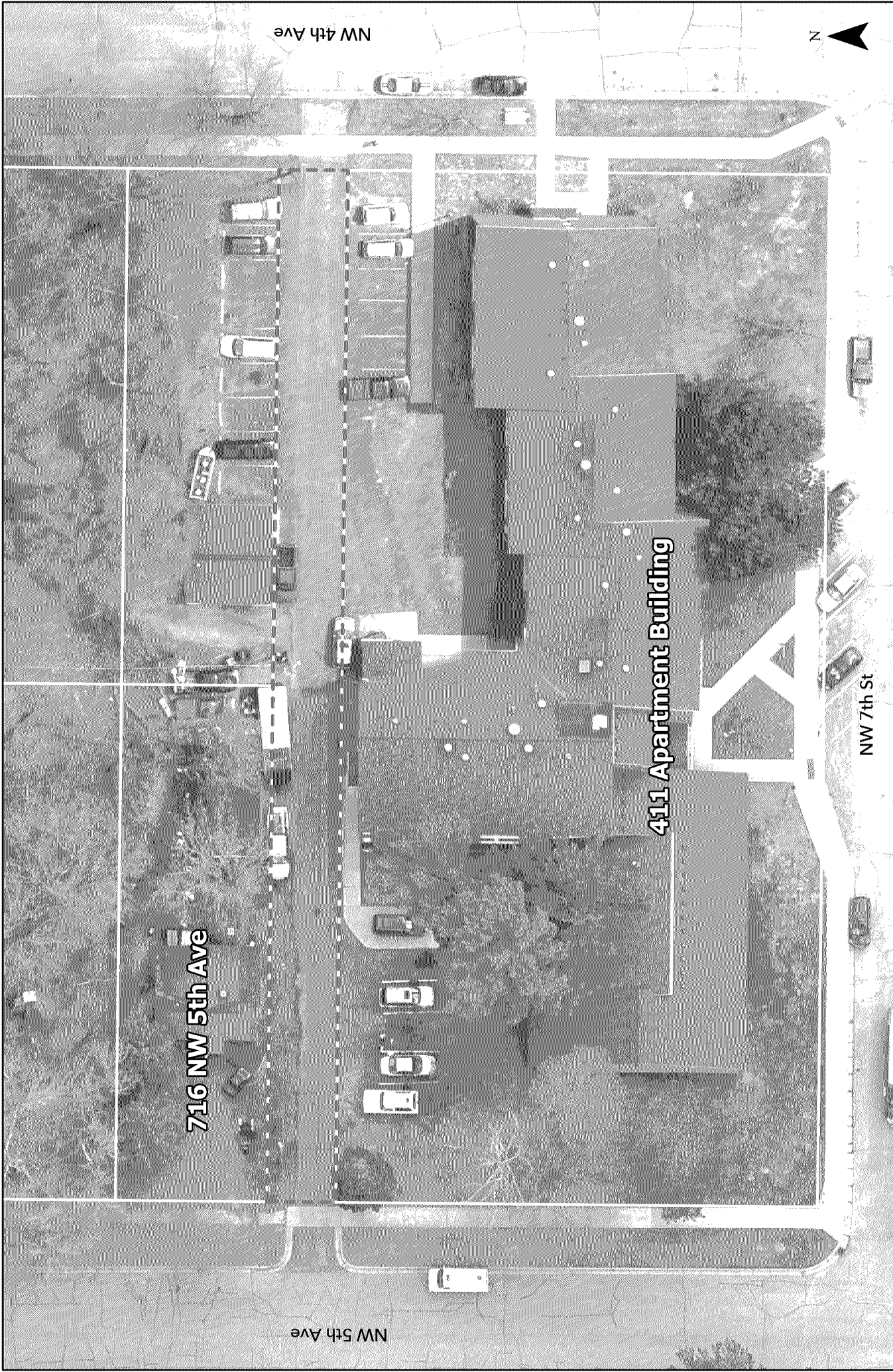
recommended to the City Council approval of the vacation as petitioned, based on certain findings of fact, which are incorporated into the draft resolution, and contingent on a utility easement be retained across the full width of the vacated alley right-of-way.

**Requested City Council Action**

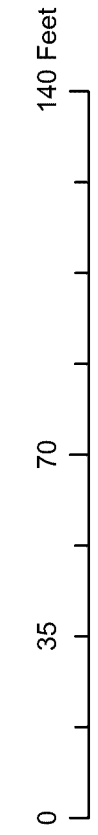
Conduct a public hearing to consider the vacation of platted alley right-of-way within Houghton's Addition to Grand Rapids.

# Vacation Request

( E/W Alley within Block 10, Houghton's Addition to Grand Rapids )

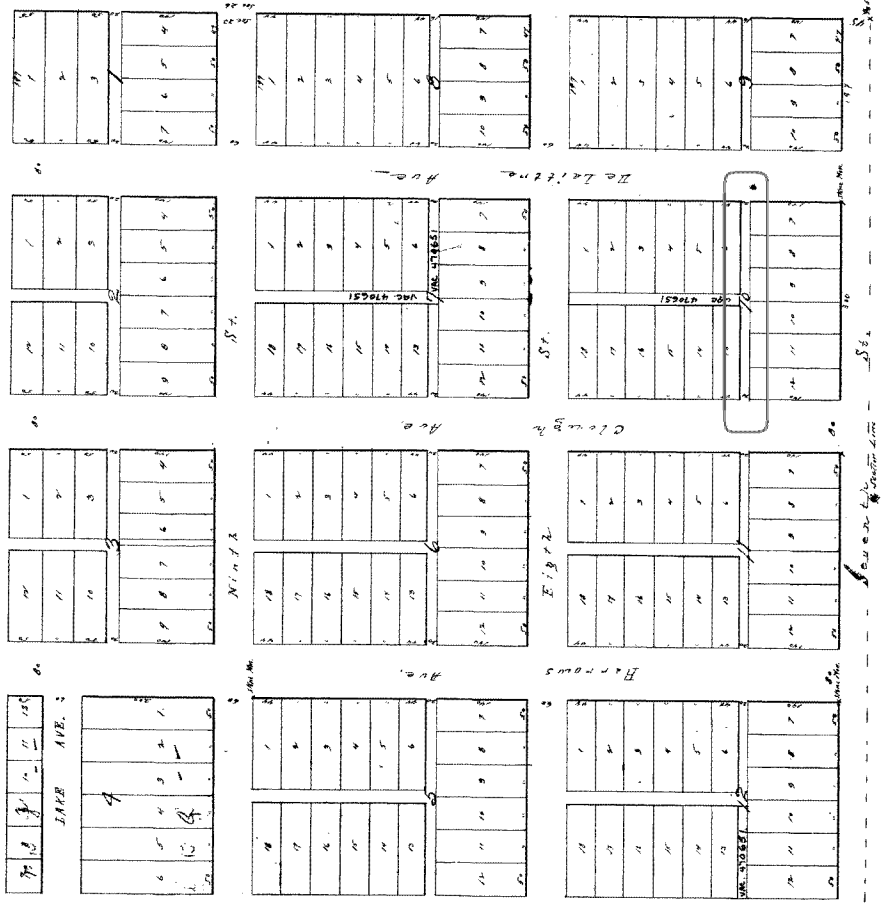


Proposed Vacation  
Grand Rapids Parcels



HOUGHTON'S ADDITION  
TO  
GRAND RAPIDS  
ITASCA CO. MINN.

Book 1 Page 6



See also plat 2000

From the original by  
J. J. Houghton

I have to this date been and architect of the platting of the above platting of land.  
 I have to this date been and architect of the platting of the above platting of land.  
 I have to this date been and architect of the platting of the above platting of land.

John Houghton  
 City of Minneapolis  
 1899

John Houghton  
 City of Minneapolis  
 1899

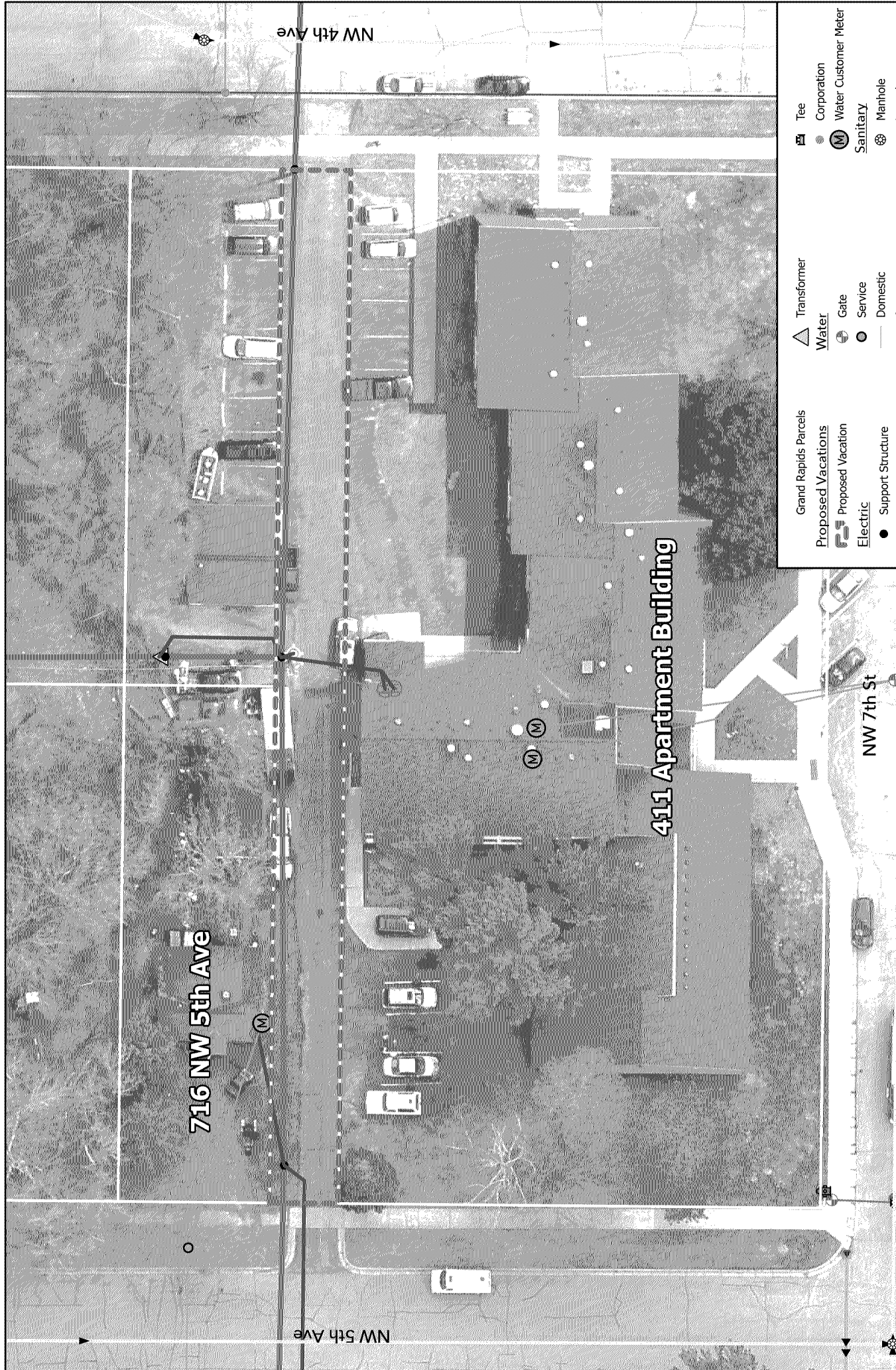
John Houghton  
 City of Minneapolis  
 1899

John Houghton  
 City of Minneapolis  
 1899



# Vacation Request

( E/W Alley within Block 10, Houghton's Addition to Grand Rapids )



Grand Rapids Parcels	Transformer	Tee
Proposed Vacations	Water	Corporation
Proposed Vacation	Electric	Water Customer Meter
Electric	Service	Sanitary
City	Domestic	Manhole
Service Point	Customer	Lateral
Primary Overhead Conductor	Distribution	Storm
Secondary Overhead Conductor	Lead	Catch Basin
	Fire Hydrants	Main

## Eric Trast

---

**From:** Jeremy Goodell <jjgoodell@grpuc.org>  
**Sent:** Monday, April 26, 2021 3:45 PM  
**To:** Eric Trast  
**Cc:** Julie Kennedy; Steven Mattson  
**Subject:** FW: HRA Alley Vacation  
**Attachments:** HRA Alley Vacation.pdf

**Importance:** High

Eric,

We have reviewed the vacation request and have the following comments:

- This alley contains overhead electric power lines that serve this block along with one block to the east and two blocks to the west
- There are no GRPU water or sewer lines in this alley that we know of, this may change in the future
- We need to maintain a general utility easement through this alley for electric, water and sewer utilities along with other utilities

Thanks,

Jeremy Goodell, Electric Department Manager  
Grand Rapids Public Utilities Commission  
500 SE 4<sup>th</sup> St., Grand Rapids, MN 55744  
W: 218.326.7182, F: 218.326.7499, [jjgoodell@grpuc.org](mailto:jjgoodell@grpuc.org)  
[www.grpuc.org](http://www.grpuc.org) "GRPUC – Service is Our Nature"

**From:** Julie Kennedy  
**Sent:** Monday, April 26, 2021 3:01 PM  
**To:** Jeremy Goodell <jjgoodell@grpuc.org>; Steve Mattson <srmatton@grpuc.org>  
**Subject:** FW: HRA Alley Vacation  
**Importance:** High

Please see attached Alley vacation request and provide comment to Eric Trast by the end of the day tomorrow, Tuesday April 27.

Julie Kennedy | General Manager  
Grand Rapids Public Utilities Commission  
500 SE 4<sup>th</sup> St. | Grand Rapids, MN 55744  
W: 218.326.7687 | M: 218.259.5020 | F: 218.326.7499  
[www.grpuc.org](http://www.grpuc.org) | "GRPUC – Service is Our Nature"

**From:** Eric Trast [<mailto:ETrast@ci.grand-rapids.mn.us>]  
**Sent:** Monday, April 26, 2021 2:06 PM  
**To:** Julie Kennedy <[jakennedy@grpuc.org](mailto:jakennedy@grpuc.org)>  
**Subject:** HRA Alley Vacation

## **Eric Trast**

---

**From:** Travis Cole  
**Sent:** Monday, April 12, 2021 3:00 PM  
**To:** Eric Trast  
**Cc:** Rob Mattei  
**Subject:** Petitioned vacation HRA

Eric,

The fire department has no issues with the vacation of platted alley for the HRA vacation request.

Thanks

**Travis Cole**  
Fire Chief  
City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744-2662  
**Office:** 218-326-7639  
**Mobile:** 218-360-9702  
**Fax:**

## Eric Trast

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**From:** Matt Wegwerth, PE  
**Sent:** Tuesday, April 6, 2021 8:31 AM  
**To:** Rob Mattei  
**Cc:** Eric Trast  
**Subject:** Petitioned vacation - HRA 411 Apartments

Rob,

Engineering/Public Works has no objection to the request.

**Matt Wegwerth, PE**  
Public Works Director / City Engineer  
City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744-2662  
**Office:** 218-326-7625  
**Mobile:** 218-244-1987  
**Fax:** 218-326-7621



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

**Public Vacation Application**  
Community Development Department  
420 North Pokegama Ave.  
Grand Rapids, MN 55744  
Tel. (218) 326-7601 Fax (218) 326-7621  
Web Site: www.cityofgrandrapidsmn.com

**General Information:**

Grand Rapids Housing & Redevelopment Authority

Name of Applicant  
102 NE 3rd Street, Suite 160

Address  
Grand Rapids MN 55744

City State Zip  
218-326-7978/ diane@itascacountyhra.org

Business Telephone/e-mail address

Name of Owner (If other than applicant)

Address

City State Zip

Business Telephone/e-mail address

Please check which of the following you are applying for:

- Street Vacation                       Alley Vacation                       Easement Vacation

Provide a legal description of the property to be vacated (for example, the North-South alley adjacent to lots 8-12, block 5, Grand Rapids 5<sup>th</sup> Division). Attach an exhibit and/or electronic file if the legal description is lengthy.

The East-West alley between NW 4th Avenue and NW 5th Avenue, Block 10, Houghton's Addition to Grand Rapids

I(we) certify that, to the best of my(our) knowledge, information, and belief, all of the information presented in this application is accurate and complete and includes all required information and submittals, and that I consent to entry upon the subject property by public officers, employees, and agents of the City of Grand Rapids wishing to view the site for purposes of processing, evaluating, and deciding upon this application.

*Diane R Larson*  
Signature(s) of Applicant(s)

March 29, 2021  
Date

*Kevin Collier*  
Signature(s) of Owner(s)-If other than applicant

4/8/21  
Date

Date Received 3/29/2021 Certified Complete 4/5/2021 **Office Use Only** Fee Paid \$505<sup>00</sup>

Does the boundary of the requested vacation terminate at or abut a public water body:  Yes  No

Planning Commission Recommendation                      Approved \_\_\_\_\_ Denied \_\_\_\_\_

Meeting Date 5/6/2021

City Council Action                      Approved \_\_\_\_\_ Denied \_\_\_\_\_

Meeting Date \_\_\_\_\_

Summary of Special Conditions of Approval: \_\_\_\_\_

**Required Submittals:**

- Application Fee - \$505.00 \*1                       Location Map                       Petition for Vacation  
 Proof of Ownership – (a copy of a property tax statement or deed will suffice)

*\*1The application fees charged are used for postage to mail the required notices to adjacent properties, publication of the public hearing notice in the Grand Rapids Herald Review, and for a small portion of staff time for case review and preparation of documents. It is the policy of the City of Grand Rapids to require applicants for land use approvals to reimburse the City for costs incurred by the City in reviewing and acting upon applications, so that these costs are not borne by the taxpayers of the City.*

**Justification of Proposed Vacation:** Please answer the following question (attach additional pages if needed). The Planning Commission and City Council will consider these questions and responses, and other issues (see attached list) in making their findings of fact and recommendation on the proposed rezoning.

1. Explain why the proposed vacation would be in the public’s best interest. Please refer to the factors being considered by the Planning Commission and City Council that are listed on the final page of this application. The Grand Rapids HRA is requesting vacation of the above listed alley. Currently the HRA owns the property running the entire south side of the alley and the property to the northeast of the alley. The HRA is acquiring the property to the northwest of the alley; the HRA will then own all property adjacent to this alley on both the north/south sides. With the vacation, the HRA property will be a contiguous site and bring our property nearer to compliance with the minimum lot size requirements. The alley is not needed for traffic or pedestrian purposes.

**Additional Instructions:**

Prior to submitting your Petition for Vacation, you will need to arrange for one or more preliminary meetings with the Director of Community Development. This meeting is intended to ensure that the proposed application is complete, to answer any questions the applicant may have, discuss meeting schedules and, if applicable, the scope of the required submittals.

**Findings for Approval:**

The Planning Commission, in formulating its recommendation, and the City Council, in support of its action will make findings of fact based on their responses to the following list of considerations:

- Is the street right-of-way needed for traffic purposes?
- Is the street right-of-way needed for pedestrian purposes?
- Is the street right-of-way needed for utility purposes?
- Would vacating the street right-of-way place additional land on the tax rolls?
- Would vacating the street right-of-way facilitate economic development in the City?

In cases where a street/alley or public right-of-way is adjacent to a public water (lake or river), the City will also give consideration to comments submitted by the Minnesota Department of Natural Resources.

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED**

Complete applications shall be submitted to the Community Development Department one month prior to the Planning Commission’s review of the vacation. More information may be requested by the City of Grand Rapids Planning Commission or City Council, if deemed necessary to properly evaluate your request. The lack of information requested may be in itself sufficient cause to deny an application.

**Petition for Vacation**


PETITION FOR VACATION OF (PART OF) alley (STREET/ALLEY/EASEMENT) IN THE CITY OF GRAND RAPIDS.

To the City Council of Grand Rapids, Minnesota:

The undersigned, a majority of the owners of property as set forth opposite their respective names, abutting on alley (Street/Alley/Easement), respectfully petition the City Council to vacate the aforesaid (part of) alley (Street/Alley/Easement).

Names (If not owner, describe nature of the interest in this property)	Description of Property
<u>Ken Collinge</u>	<u>TIN 91-550-1040</u>
<u>Grand Rapids Housing &amp; Redevelopment Authority</u>	<u>TIN 91-550-1030</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Received on the 5 day of April, 2021.

  
City Clerk

*This petition must be signed by at least **FIFTY PERCENT (50%)** of the property owners, or those with property interests abutting the property (street, alley or easement) to be vacated. Please provide the appropriate number of names and addresses and signatures, as needed to meet this requirement (attach additional sheet if necessary).*



CITY OF  
**GRAND RAPIDS**  
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# **Public Vacation Request:**

## **Public Hearing**

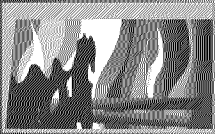
### **Platted Alley**

### ***Houghton's Addition***

**May 24, 2021**

Grand Rapids City Council Meeting





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

# Public Vacation Request

- **Petitioner:** Itasca County HRA, co-signed by Mr. Ken Collinge (property owner of 716 NW 5th Ave.)
- **Filing Date:** April 5, 2021
- **Requested Vacation:** That west/east alley within Block 10, Houghton's Add. Located north of the HRA's 411 NW 7<sup>th</sup> St. Apartment Building.
- **Petitioner's Stated Reason for Request:** Would both facilitate the completion of the purchase of property from Mr. Collinge (716 NW 5th Ave.), and ultimately the development & expansion of additional off-street parking spaces for the residents of the 411 Apartment Building and provide the HRA approximately 51,380 sq. ft. of contiguous land area helping address an existing deficiency (grandfathered nonconformity) of square footage of land area per unit.
- **Legally Described Vacation Request:**
  - *That part of the west – east alley located within Block 10, according to the plat of Houghton's Addition to Grand Rapids, on file and of record in the Office of the Itasca County Recorder, that lies between Lots 7-12 and Lot 6 and Lot 13 inclusive*

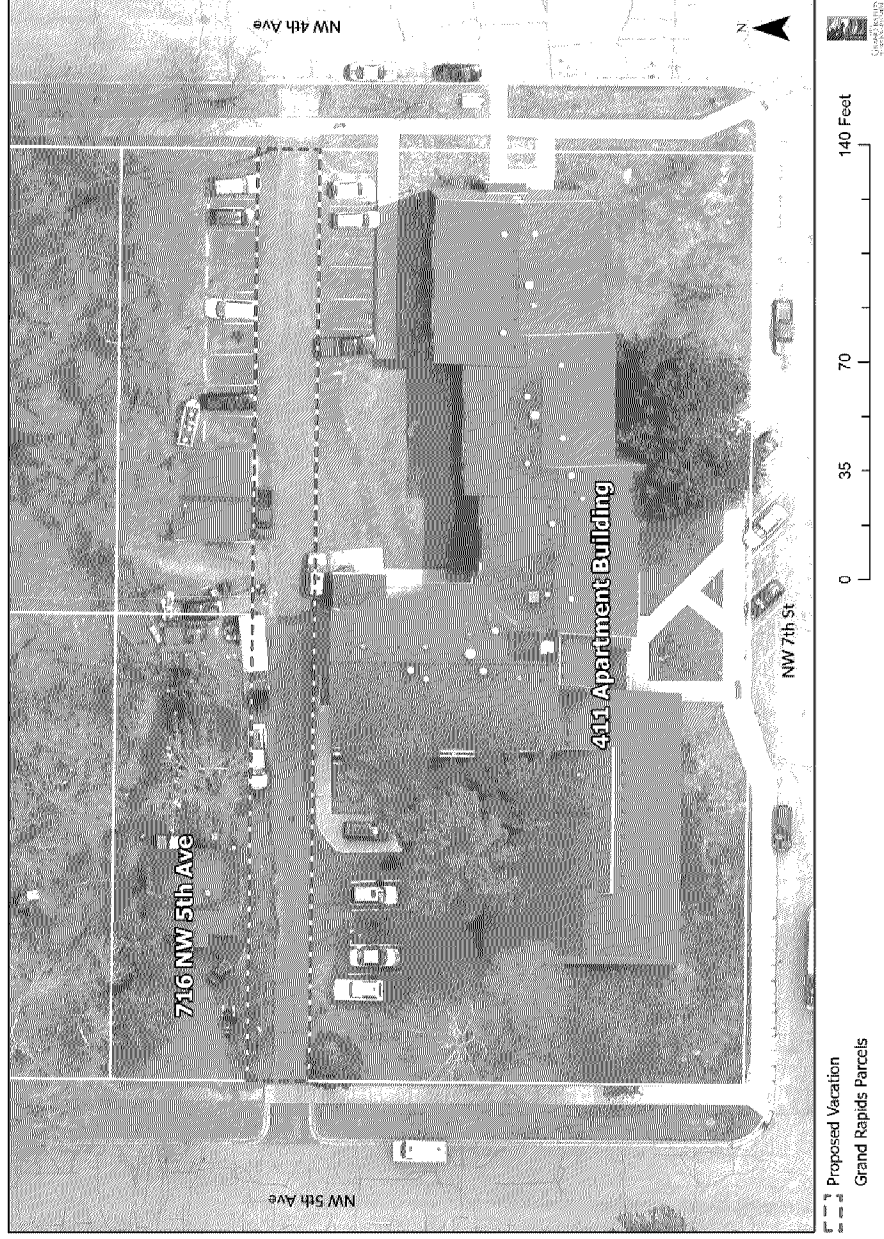


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# Public Vacation Request

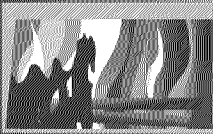
## Vacation Request

( E/W Alley within Block 10, Houghton's Addition to Grand Rapids )



### Subject area:

- W/E Alley within Block 10
- R-O-W petitioned for Vacation outlined in red-dashed line.



CITY OF  
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### Houghton's Addition

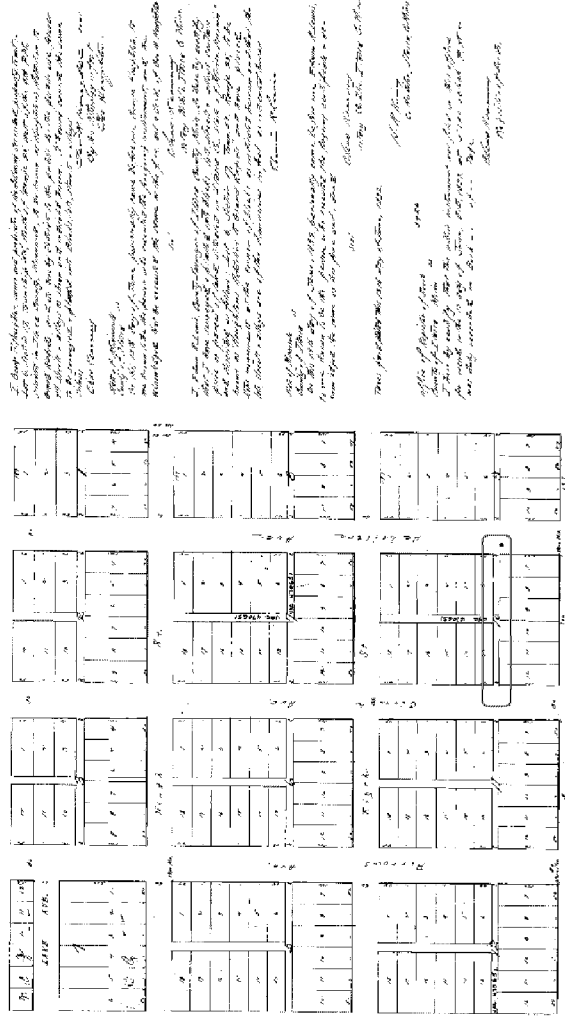
- platted 1892
- N/S Alley within Blk. 10 vacated in 1996, w/easement retained

# Public Vacation Request

A6

HOUGHTON'S ADDITION  
TO  
**GRAND RAPIDS**  
PLATTED 1892

Doc 61 Page 6





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

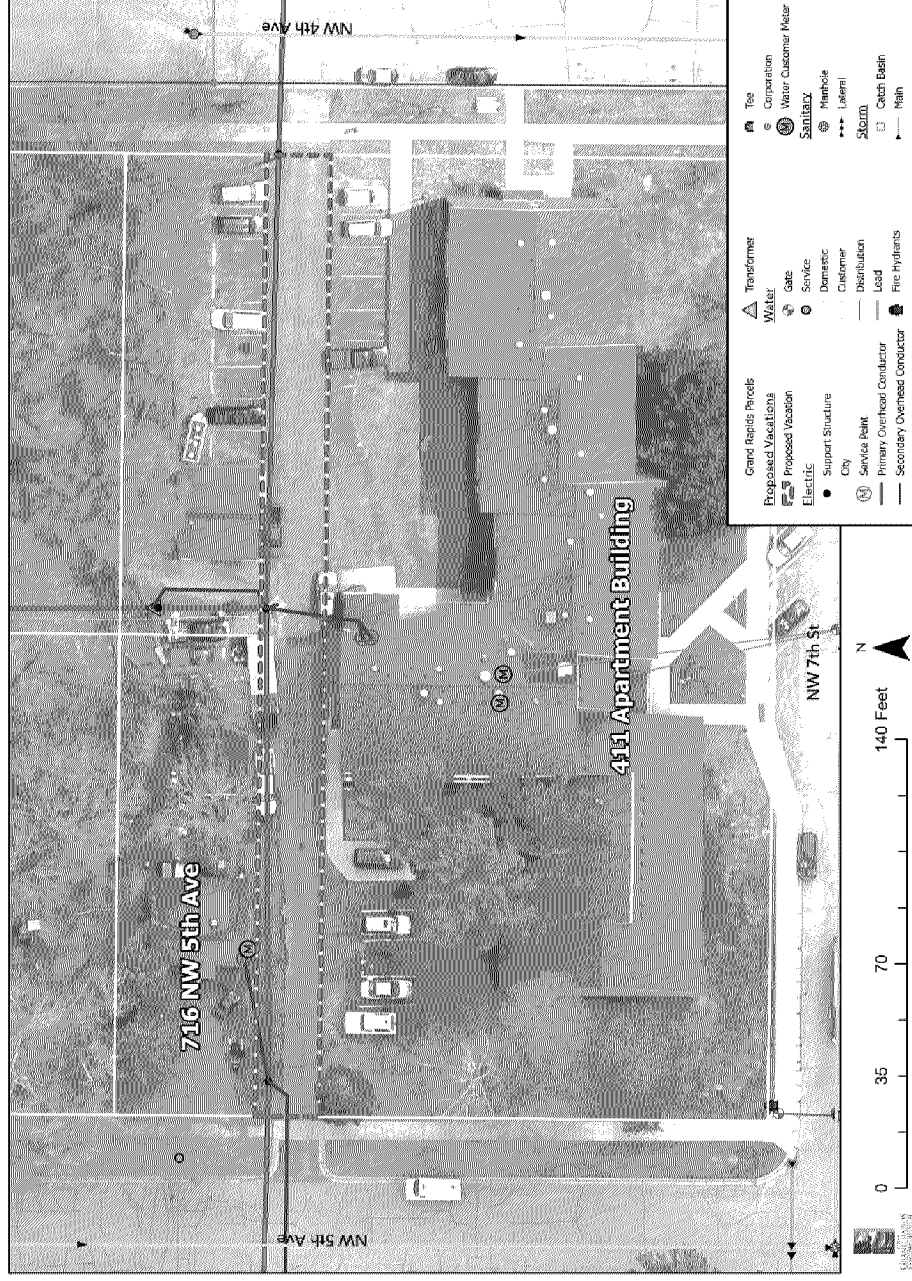
# Public Vacation Request

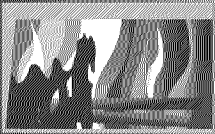
## Vacation Request

( E/W Alley within Block 10, Houghton's Addition to Grand Rapids )

### Subject area:

- Impacted Utilities



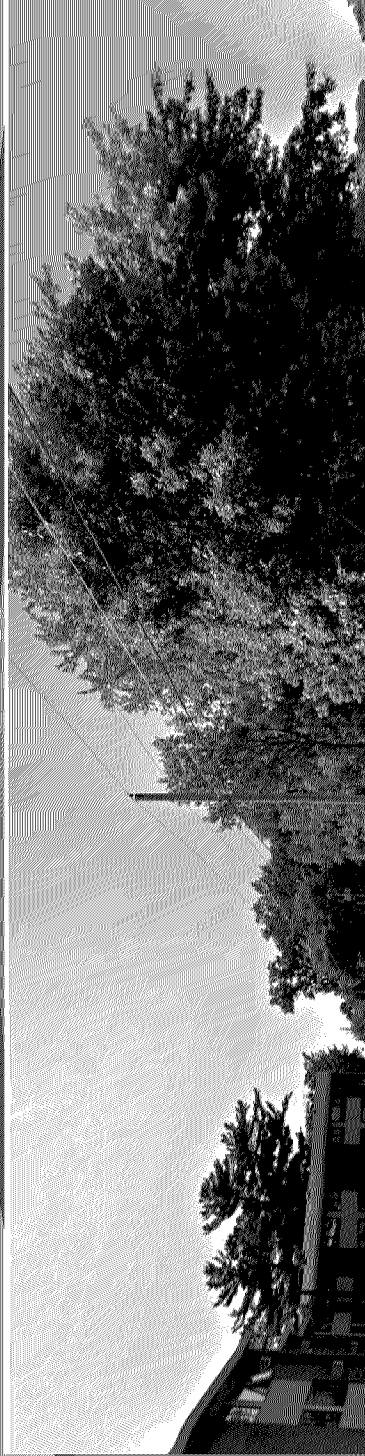


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# Public Vacation Request

**Subject area:**

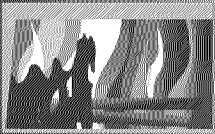
**Alley looking west  
(top)**



Google

Google

**Alley looking east  
(bottom)**

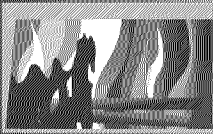


CITY OF  
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# Public Vacation Request

## Staff Review Committee:

- **The Engineering Department/Public Works Department and the Fire Department support the petitioned alley vacation.**
- **The Grand Rapids Public Utilities Commission noted that alley contains overhead electric power lines serving the block, along with one block to the east and two blocks to the west, and thus requested that approval of alley vacation be contingent on the City retaining a utility easement over the entire area to be vacated.**
- **Staff review committee consists of: Engineering/Public Works Department, Community Development Department, Fire Department, Police Department, and the Grand Rapids Public Utilities Commission.**



CITY OF  
**GRAND RAPIDS**  
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# Public Vacation Request

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

## RESOLUTION NO. 21-\_\_\_\_\_

A RESOLUTION VACATING PLATTED ALLEY RIGHT-OF-WAY WITHIN BLOCK 10, HOUGHTON'S ADDITION TO GRAND RAPIDS

WHEREAS, the City Planning Commission, at their regular meeting on May 6, 2021 reviewed the vacation request for public right-of-way described as:

*This part of the west - east alley located within Block 10, according to the plat of Houghton's Addition to Grand Rapids, on file and of record in the Office of the Itasca County Recorder, that lies between Lots 7-12 and Lot 6 and Lot 12 inclusive;*

WHEREAS, the Planning Commission found the vacation to be in the best interest of the public's health, safety, and general welfare;

and

WHEREAS, the Planning Commission forwarded a recommendation for approval of the requested vacation; and

WHEREAS, the City Clerk's affidavit of publication of Notice of Public Hearing and of mailing notices to area residents were provided;

and

WHEREAS, the Grand Rapids City Council conducted a public hearing on May 24, 2021, to consider the vacation of the public right-of-way described above; and

WHEREAS, all persons who wished to voice their opinion in regard to the above mentioned vacation were allowed to be heard; and

WHEREAS, it appears that it will be in the best interest of the City to approve such petition:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA, that the City Council does concur with the Planning Commission's findings that the vacation is in the best interest of the public's health, safety, and general welfare, and hereby vacate the above described public right-of-way based on the following findings of fact:

- The alley right-of-way is ~~not needed~~ needed for traffic purposes, as it will only serve as parking lot access to the adjacent apartment building.
- The alley right-of-way is not needed for pedestrian purposes, as there are adequate sidewalks in the area.
- The alley right-of-way is ~~needed~~ needed for utility purposes, thus a utility easement will be retained for access to, and maintenance of, existing utilities in the vacated WE alley.
- Vacating the alley right-of-way will put a minimal amount of land on the tax rolls.
- Vacating alley right-of-way could potentially facilitate a limited amount of economic development in the City, but will address an on-street parking shortage.

AND BE IT FURTHER RESOLVED that:

1. The City retain a utility easement over the entire portion of alley to be vacated.
2. The City Council instructs City Staff to submit a copy of this resolution to the Itasca County Assessor, Itasca County Recorder, and the Itasca County Auditor.

Adopted by the Council this 24<sup>th</sup> day of May, 2021.

ATTEST:

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

\_\_\_\_\_  
Kim Sibean, City Clerk

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

**Planning Commission Review/Findings:**

**May 6, 2021 Meeting**

**Planning Commission's findings of fact, in support of the petitioned Alley Vacation, are incorporated into draft resolution.**

**Including: Utility Easement recommended to be retained.**



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

# Questions?

Grand Rapids City Council Meeting





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	21-1895	<b>Version:</b>	1	<b>Name:</b>	Consider the adoption of a resolution either approving or denying the vacation of platted alley right-of-way within Houghton's Addition to Grand Rapids.
<b>Type:</b>	Agenda Item	<b>Status:</b>			Public Hearing
<b>File created:</b>	5/17/2021	<b>In control:</b>			City Council
<b>On agenda:</b>	5/24/2021	<b>Final action:</b>			
<b>Title:</b>	Consider the adoption of a resolution either approving or denying the vacation of platted alley right-of-way within Houghton's Addition to Grand Rapids.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">HRA Vacation Request: Resolution</a>				

Date	Ver.	Action By	Action	Result
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Consider the adoption of a resolution either approving or denying the vacation of platted alley right-of-way within Houghton's Addition to Grand Rapids.

### **Background Information:**

After the public hearing on this matter, the City Council will want to consider the public testimony received and review the recommendation put forward by the Planning Commission.

The Council can accept the recommendation of the Planning Commission, if they are in agreement with it, and adopt the resolution as prepared, or the Council can make its own findings to support its reasons for approving or denying the petitioned alley right-of-way vacation.

### **Requested City Council Action**

Make a motion adopting of a resolution either approving or denying the vacation of platted alley right-of-way within Houghton's Addition to Grand Rapids.

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

RESOLUTION NO. 21-\_\_

**A RESOLUTION VACATING PLATTED ALLEY RIGHT-OF-WAY WITHIN BLOCK 10,  
HOUGHTON'S ADDITION TO GRAND RAPIDS**

WHEREAS, the City Planning Commission, at their regular meeting on May 6, 2021 reviewed the vacation request for public right-of-ways described as:

*That part of the west – east alley located within Block 10, according to the plat of Houghton's Addition to Grand Rapids, on file and of record in the Office of the Itasca County Recorder, that lies between Lots 7-12 and Lot 6 and Lot 13 inclusive;*

WHEREAS, the Planning Commission found the vacation to be in the best interest of the public's health, safety, and general welfare; and

WHEREAS, the Planning Commission forwarded a recommendation for approval of the requested vacation; and

WHEREAS, the City Clerk's affidavit of publication of Notice of Public Hearing and of mailing notices to area residents were provided; and

WHEREAS, the Grand Rapids City Council conducted a public hearing on May 24, 2021, to consider the vacation of the public right-of-way described above; and

WHEREAS, all persons who wished to voice their opinion in regard to the above mentioned vacation were allowed to be heard; and

WHEREAS, it appears that it will be in the best interest of the City to approve such petition;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA: that the City Council does concur with the Planning Commission's findings that the vacation is in the best interest of the public's health, safety, and general welfare, and hereby vacate the above described public right-of-way based on the following findings of fact:

- The alley right-of-way is not needed for traffic purposes, as it will only serve as parking lot access to the adjacent apartment building.

- The alley right-of-way is not needed for pedestrian purposes, as there are adequate sidewalks in the area.
- The alley right-of-way is needed for utility purposes, thus a utility easement will be retained for access to, and maintenance of, existing utilities in the vacated W/E alley.
- Vacating the alley right-of-way will put a minimal amount land on the tax rolls.
- Vacating alley right-of-way could potentially facilitate a limited amount of economic development in the City, but will address an off-street parking shortage.

AND BE IT FURTHER RESOLVED, that;

1. The City retain a utility easement over the entire portion of alley to be vacated.
2. The City Council instructs City Staff to submit a copy of this resolution to the Itasca County Assessor, Itasca County Recorder, and the Itasca County Auditor.

Adopted by the Council this 24<sup>th</sup> day of May, 2021.

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

ATTEST:

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

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

This document was drafted by:  
Eric Trast, Community Development Specialist  
City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	21-1896	<b>Version:</b>	1	<b>Name:</b>	Conduct a public hearing to consider the rezoning of 1.05 acres of land from R-2 (One and two Family Residential) to R-4 (Multiple-family Residential- high density).
<b>Type:</b>	Public Hearing	<b>Status:</b>			Public Hearing
<b>File created:</b>	5/17/2021	<b>In control:</b>			City Council
<b>On agenda:</b>	5/24/2021	<b>Final action:</b>			
<b>Title:</b>	Conduct a public hearing to consider the rezoning of 1.05 acres of land from R-2 (One and two Family Residential) to R-4 (Multiple-family Residential- high density).				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Area Zoning Maps #1 &amp; #2</a> <a href="#">HRA Zoning Map Amendment Request: Application</a> <a href="#">HRA Rezoning Public Hearing: PowerPoint</a>				

Date	Ver.	Action By	Action	Result
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Conduct a public hearing to consider the rezoning of 1.05 acres of land from R-2 (One and two Family Residential) to R-4 (Multiple-family Residential- high density).

### **Background Information:**

The Itasca County HRA, co-signed by Mr. Ken Collinge (property owner of 716 NW 5th Ave.), filed an application for a Zoning Map Amendment with the City on April 5, 2021. The application requests the City's consideration of the rezoning of the following described properties from their current R-2 (One and two Family Residential) designation to that of R-4 (Multiple-family Residential- high density):

*Lots 1-6 & E ½ of VAC N/S Alley and Lot 13 & W ½ of VAC N/S Alley, All in Block 10, Houghton's Addition to Grand Rapids, Itasca County, Minnesota*

The petition submitted by the HRA involves 1.05 acres of land (1- parcel currently owned by Mr. Collinge, and 3-parcels owned by the HRA), and is generally located north of the HRA's 411 NW 7<sup>th</sup> Avenue Apartment Building (see map #1). Map #1 illustrates the subject properties in relation to the existing zoning in the area: R-4 (Multiple-family Residential-high density) adjacent to the south, R-2 (One and Two-Family Residential) to the north, west, and east, and PU (Public Use) to the northeast.

The Zoning Map Amendment, if approved and described by the petitioner in their application, and also pending the outcome of an alley vacation request petitioned by the HRA, would both facilitate the completion of the purchase of property from Mr. Collinge (716 NW 5<sup>th</sup> Ave.), and ultimately the development & expansion of additional off-street parking spaces for the residents of the 411 Apartment Building, as well as provide the HRA approximately 51,380 sq. ft. of contiguous land area helping address an existing deficiency (grandfathered nonconformity) of square footage of land area per unit.

The existing nonconformity of units per square foot of land area (currently 16 units allowed at an R-4 designation on current lot configuration, 37 units would be permitted if the rezoning and alley vacation are approved; 50 units of multi-family housing currently exist in apartment building). The rezoning would not allow the HRA to add additional units to the property.

The Future Land Use map contained within the 2020 Comprehensive Plan (*see location map #2*) shows the subject property located within a larger area indicated as future “Traditional Neighborhood”, which is consistent with uses in the surrounding area.

The “Traditional Neighborhood”, which is described as “Residential development laid out in a street grid with moderate lot sizes and within walking distance to larger commercial nodes. Include stable, established neighborhoods.”

- Primary Land Uses: Single-family residential; other housing with similar densities.
- Secondary Land Uses: Other residential types such as duplex, limited multifamily buildings at the scale of the neighborhood, neighborhood scale institutions including churches, pocket parks, and community gardens.

As a reminder: “Future Land Use identifies the desired primary use as result of a development or redevelopment process. The future land use plan shows the long range desired future condition on a generalized basis that informs future zoning designations”, whereas, “Zoning identifies the preferred and permitted uses, form and character of development and redevelopment for each parcel. The zoning map depicts the zoning district that applies to each parcel and sets the use and dimensional standards”.

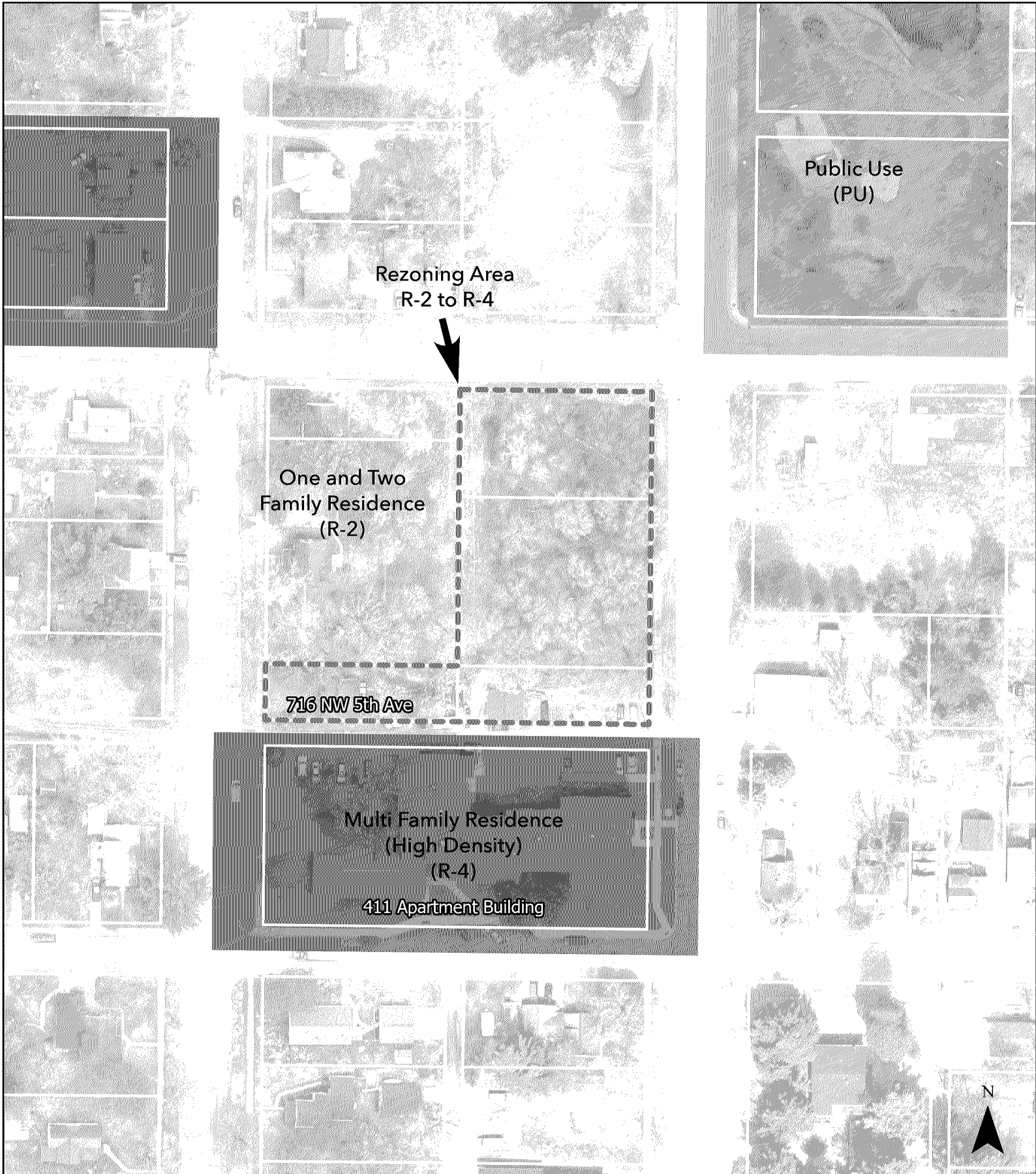
The Planning Commission reviewed the Zoning Map Amendment petition at their May 6, 2021 regular meeting, and, based on their findings, which are incorporated into the draft ordinance, forwarded a recommendation for approval of the petitioned Zoning Map Amendment.



**Requested City Council Action**




Conduct a public hearing to consider the rezoning of 1.05 acres of land from R-2 (One and two Family Residential) to R-4 (Multiple-family Residential- high density).

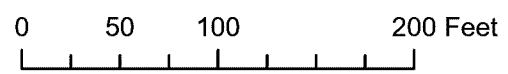
# Zoning Map Amendment Request

R-2 to R-4

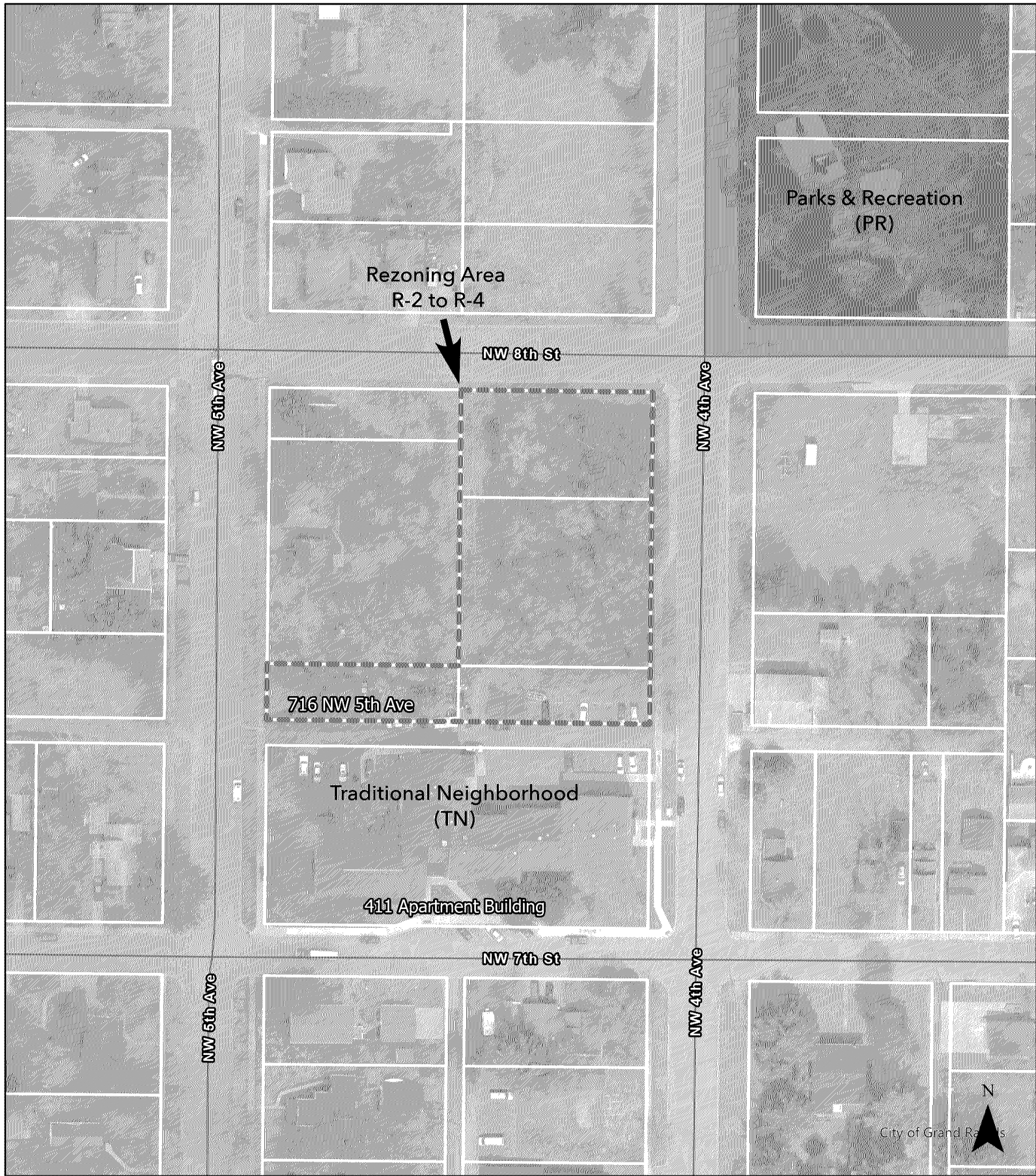


 Proposed Re Zoning  
 Grand Rapids Parcels

 One and Two-Family Residence  
 Multi-Family Residence (High Density)  
 Public Use



# Zoning Map Amendment Request (Future Land Use)



**Area of Interest**  
 Proposed Re Zoning

**Grand Rapids Parcels**  
 Grand Rapids Parcels

**Future Land Use**  
 Parks & Recreation  
 Traditional Neighborhood

0 50 100 200 Feet





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

**Petition for Rezoning (Zoning Map Amendment)**

Community Development Department  
420 North Pokegama Ave.  
Grand Rapids, MN 55744  
Tel. (218) 326-7601 Fax (218) 326-7621  
Web Site: www.cityofgrandrapidsmn.com

The undersigned do hereby respectfully request the following be granted by support of the following facts herein shown:

Itasca County HRA  
Name of Applicant  
102 NE Third St, Suite 160  
Address  
Grand Rapids MN 55744  
City State Zip  
218-326-7978; diane@itascacountyhra.org  
Business Telephone/e-mail

Ken Collinge  
Name of Owner (If other than applicant)  
24198 State Highway 6  
Address  
Cohasset MN 55721  
City State Zip  
218-244-4895  
Business Telephone/e-mail

**Parcel Information:**

Tax Parcel # 91-550-1040 and 91-550-1020 and 91-550-1010 Property Size: 0.15 acres  
Existing Zoning: R-2 One & Two family residence Requested Zoning: R-4 Multifamily residence  
Existing Use: Single family residential  
Proposed Use: Expanded parking for adjacent multi-family residential  
Property Address/Location: 716 NW First Ave, Grand Rapids, MN 55744  
Legal Description: See attached  
(attach additional sheet if necessary)

I(we) certify that, to the best of my(our) knowledge, information, and belief, all of the information presented in this application is accurate and complete and includes all required information and submittals, and that I consent to entry upon the subject property by public officers, employees, and agents of the City of Grand Rapids wishing to view the site for purposes of processing, evaluating, and deciding upon this application.

*Diane R Larson*  
Signature(s) of Applicant(s)

March 26, 2021  
Date

*Ken Collinge*  
Signature(s) of Owner(s)-(If other than applicant)

4/8/21  
Date

**Office Use Only**

Date Received 3/29/2021 Certified Complete 4/5/2021 Fee Paid \$505.00  
Planning Commission Recommendation Approved \_\_\_\_\_ Denied \_\_\_\_\_ Meeting Date 5/6/2021  
City Council Action Approved \_\_\_\_\_ Denied \_\_\_\_\_ Meeting Date \_\_\_\_\_  
Summary of Special Conditions of Approval: \_\_\_\_\_



**Required Submittals (5 copies of each & electronic versions of all pertinent information):**

- Application Fee - \$505.00 \*1       Location Map       Map Showing Surrounding Zoning  
 Proof of Ownership – (a copy of a property tax statement or deed will suffice)

*\*1 The application fees charged are used for postage to mail the required notices to adjacent properties, publication of the public hearing notice in the Grand Rapids Herald Review, and for a small portion of staff time for case review and preparation of documents. It is the policy of the City of Grand Rapids to require applicants for land use approvals to reimburse the City for costs incurred by the City in reviewing and acting upon applications, so that these costs are not borne by the taxpayers of the City.*

**Justification of Proposed Rezoning:** Please answer all of the following questions (attach additional pages if needed). The Planning Commission will consider these questions and responses, and other issues (see attached list) in making their findings of fact and recommendation on the proposed rezoning.

**A.** What are the Surrounding land uses? Describe the existing uses and zoning classifications in the area surrounding the subject property.  
The Grand Rapids HRA owns and manages a 50-unit Public Housing multi-family building directly to the south zoned R-4 Multi-Family Residential. The parcel directly to the east is currently used for parking for the Public Housing and is also zoned R-4. The property to the north is a single-family residential home. There are 50 apartments in the Public Housing with only 17 parking spaces.

**B.** Would the uses permitted by the proposed zoning map change be appropriate for the surrounding area?  
This Public Housing building consists of 49 one bedroom apartments and 1 two bedroom apartment. When it was originally constructed, it was permitted with only 17 parking spaces. This currently presents a challenge not only for management and residents but also the City, especially during the winter snow removal months. Parking currently exists directly to the east so expansion along the entire north side of the alley would be appropriate.

**C.** Is the property adequately served by public infrastructure (streets, sidewalks, utilities, etc)?  
Yes and no changes are proposed to existing infrastructure.

**D.** Demonstrate the need for additional property in the proposed zoning district.  
As stated above, the current lack of parking in this area creates an issue and there is definitely a need for additional off-street parking to accommodate existing residents. We have been working with city staff in both the Police Department and the office of Community Develop to work on creative ways to reduce city staff administrative burden when issuing citations during times when existing residents have nowhere to move their vehicle during a snow removal day.

E. What effect will the proposed rezoning have on the growth and development of existing neighborhoods, other lands in the proposed district, commercial and industrial neighborhoods? The proposed rezoning will not necessarily affect the growth and development of the existing neighborhood. It will, however, have a positive impact on the aesthetics and appeal of the neighborhood by providing additional off street parking and removing blight from the existing site.

F. Demonstrate that the proposed rezoning is the minimum change needed to allow a reasonable use of the property. The current property is zoned R-2, a designation that does not allow for parking use. To expand parking for the existing multifamily property, this request is the minimum change needed to allow for the intended use. It is reasonable to consider the request given the property does not meet current zoning for number of parking stalls.

G. How does the proposed rezoning conform to the City's Comprehensive Plan? Housing is a community asset. The Comprehensive Plan includes goals of preserving existing housing and supporting a variety of housing models, including affordable housing. It is important to preserve the existing PH building in this neighborhood and the provision of adequate parking for residents is important as an increased number of eligible residents own vehicles and are driving longer. The Comprehensive Plan also supports the concept of right-sizing the supply of surface parking to meet demand. In this case, this request clearly meets the intent of the plan.

H. Is the timing proper for the proposed rezoning?  
Options for expanded parking in and around the Public Housing building are extremely limited. In addition, the property to be acquired has not been for sale for many years. This is an opportune time to correct the limited parking spaces for an existing multi-family property. Swift action on this is important to the seller and the buyer.

I. Any additional information that the Petitioner would like to supply. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Additional Instructions:**

Prior to submitting your Petition to Rezone, you will need to arrange for one or more preliminary meetings with the Director of Community Development. This meeting is intended to ensure that the proposed application is complete, to answer any questions the applicant may have, discuss meeting schedules and, if applicable, the scope of the required submittals. Completed applications required to be submitted to the Grand Rapids Community Development Department by the 15th of the month.

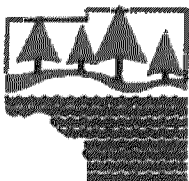
**Findings for Approval:**

The Planning Commission, in formulating its recommendation, and the City Council, in support of its action will make findings of fact based on their responses to the following list of considerations:

- Will the change affect the character of the neighborhoods?
- Would the change foster economic growth in the community?
- Would the proposed change be in keeping with the spirit and intent of the ordinance?
- Would the change be in the best interest of the general public?
- Would the change be consistent with the Comprehensive Plan?

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED**

More information may be requested by the City of Grand Rapids Planning Commission or City Council, if deemed necessary to properly evaluate your request. The lack of information requested may be in itself sufficient cause to deny an application.

 <p><b>Itasca County Parcel Information System</b> Itasca County's Web Site</p>	<p>Mon, Mar 29, 2021</p> <p>Parcel Info Data Date: March 24, 2021 CRV Info Data Date: March 24, 2021 Payment Detail Data Date: March 24, 2021</p>
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[Parcel Information](#)    
 [CRV Information](#)    
 [Lake Finder](#)    
 [FAQ](#)    
 [Request Info](#)

## 2020 Assessor's Market Values For Taxes Payable In 2021

**Parcel Number: 91-550-1040**

**Taxpayer of Record**    COLLINGE, KENNETH  
24198 HWY 6  
COHASSET MN 55721

Physical Address:	716 NW 5TH AVE GRAND RAPIDS MN 55744
Plat Name:	HOUGHTONS ADD. TO GRAND RAPIDS
1st Line of Legal Desc:	LOT 13 BLK 10 & W 1/2 OF VAC N/S ALLEY LYG
Deeded Acres:	0.15
Sec-Twp-Rng:	17-55-25
Lake (# / Name):	
Emergency Number:	NOT AVAILABLE



[View the Itasca County GIS map](#) for this parcel in a NEW WINDOW.

This parcel has 1 property tax classification(s). Valuations are provided below for each classification.

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">Class Code 204 Non-Homestead Qualifying Single Res Unit</td> </tr> <tr> <td>Land Value:</td> <td style="text-align: right;">\$22,600</td> </tr> <tr> <td>Building Value:</td> <td style="text-align: right;">\$39,400</td> </tr> <tr> <td><b>Total Class Value:</b></td> <td style="text-align: right;"><b>\$62,000</b></td> </tr> </table>	Class Code 204 Non-Homestead Qualifying Single Res Unit		Land Value:	\$22,600	Building Value:	\$39,400	<b>Total Class Value:</b>	<b>\$62,000</b>	<p><b>Total Land Value = \$22,600</b></p> <p><b>Total Building Value = \$39,400</b></p> <p><b>Grand Total Value = \$62,000</b></p>	<p><b>91-550-1040</b></p> <p><a href="#">Click Here To See The Current Year Tax Record For This Parcel</a></p>
Class Code 204 Non-Homestead Qualifying Single Res Unit										
Land Value:	\$22,600									
Building Value:	\$39,400									
<b>Total Class Value:</b>	<b>\$62,000</b>									

Minnesota Counties Information Systems (MCIS) makes no warranties, implied or explicit, as to the accuracy or completeness of this data. The data presented on this site is provided directly by the County, and MCIS merely converts it to a searchable web format. This data is intended to be used for informal informational purposes only. It is not intended for use in abstract work, land surveys, title opinions, appraisals, or any other legal documents or for any other purposes. For up-to-date and/or certified information, the user should contact the County Auditor/Treasurer.

Minnesota Counties Information Systems  
 Grand Rapids, MN  
 Website hosting & maintenance provided by [Two Dogs in the Web, LLC](#)

**Tax Parcel #91-550-1040**

Address:

Legal Description: *Lot 13 and the West One-Half of the vacated North/South Alley lying adjacent thereto, Block 10, Houghton's Addition to Grand Rapids.*

# Itasca County GIS Web Map



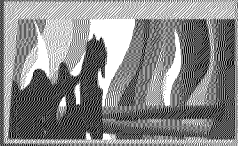
3/17/2021, 10:53:05 AM

1:1,128

Parcel Number Label

Tax Parcel





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

# **Zoning Map Amendment Request:**

## **Public Hearing**

**R-2 (One and two Family Residential)**

**to**

**R-4 (Multiple-family Residential- high density)**

**May 24, 2021**

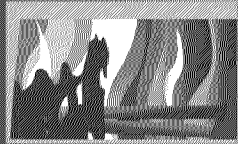


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# Zoning Map Amendment

- **Petitioner:** Itasca County HRA, co-signed by Mr. Ken Collinge (property owner of 716 NW 5th Ave.)
- **Filing Date:** April 5, 2021
- **Requested Zoning Map Amendment:** Rezoning from current R-2 (One and two Family Residential) designation to that of R-4 (Multiple-family Residential- high density).
- **Subject Property:** 1.05 acres – generally located north of the HRA's 411 NW 7th Avenue Apartment Building. (1- parcel currently owned by Mr. Collinge, and 3-parcels owned by the HRA)
- **Present Use:** Existing single family home @ 716 NW 5th Ave./small garage, off-street parking, and green space on HRA property.
- **Intended Use:** Rezoning would facilitate the completion of the purchase of property at 716 NW 5th Ave. by the HRA, and ultimately the development & expansion of additional off-street parking spaces for the residents of the 411 Apartment Building, as well as provide the HRA approximately 51,380 sq. ft. of contiguous land area helping address an existing deficiency (grandfathered nonconformity) of square footage of land area per unit. ) *Pending outcome of alley vacation request.*





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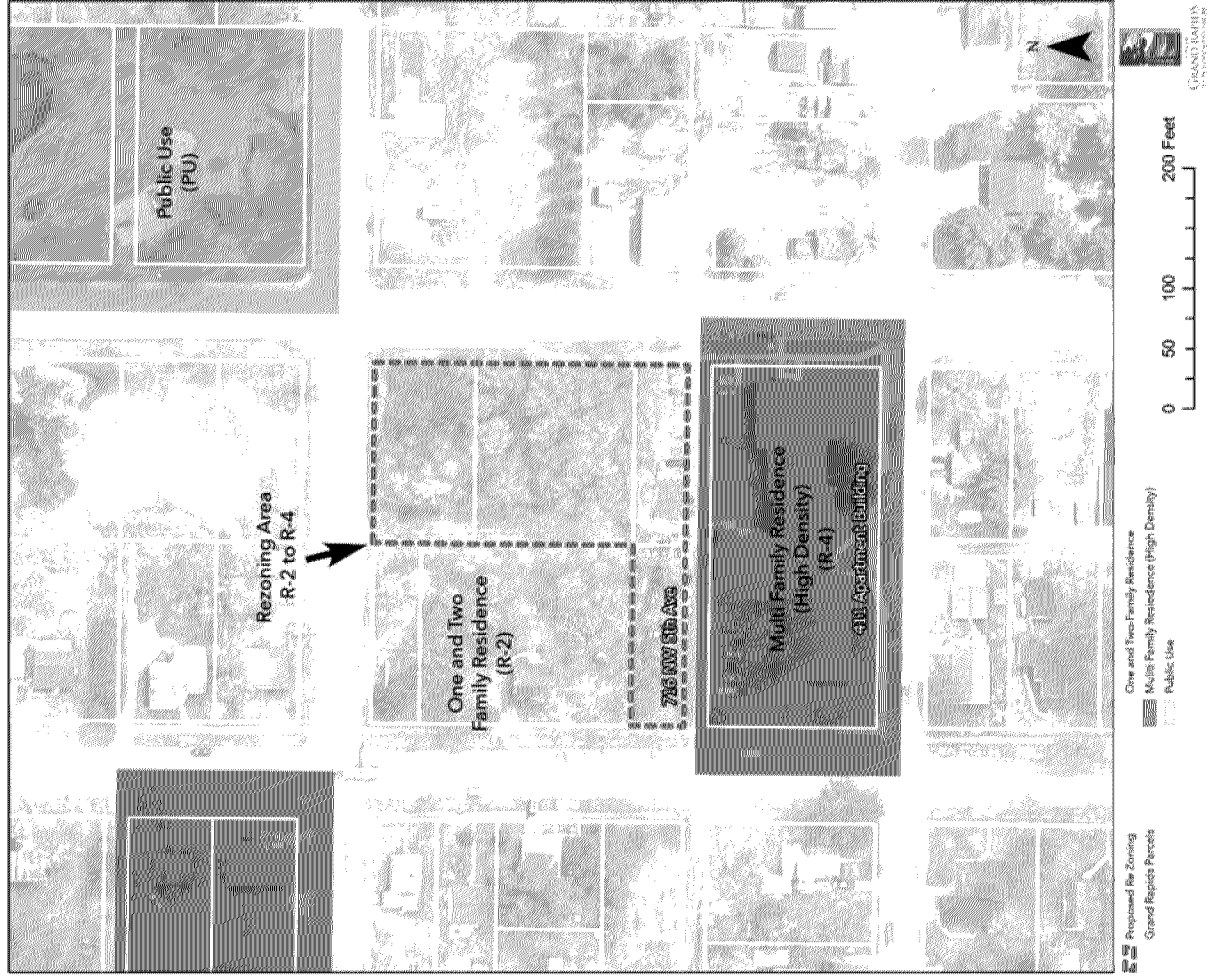
### Current and Surrounding

#### Zoning:

- **R-4 (Multiple-family Residential- high density) adjacent to the south.**
- **R-2 (One and Two-Family Residential) to the north, west, and east.**
- **PU (Public Use) to the northeast.**

# Zoning Map Amendment

## Zoning Map Amendment Request R-2 to R-4





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# Zoning Map Amendment

## Section 30-512 Table-1 Permitted Uses

A sample listing of the uses permitted by right in the requested R-4 zoning district are as follows:

- Single family detached, twin homes, two family attached, multi-family, rooming houses for 7 + roomers, group and foster homes for 17 or more residents, senior housing w/services for greater than 17 residents, daycare/nurseries- 14 or fewer persons, accessory buildings, neighborhood parks, and public athletic facilities.

A sampling of other uses permitted in R-4 with additional restrictions includes:

- **Bed and breakfast accommodations, emergency housing facilities, group and foster homes for 6 or fewer persons, churches, daycare/nurseries- 15 or more persons, and elementary and secondary schools.**



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# Zoning Map Amendment

**Section 30-512 Table 2A Development Regulations  
 Yard and Bulk Requirement comparison between requested zoning and existing:**

	<b>R-4 (requested)</b>	<b>R-2 (existing)</b>
<b>Min. Lot Size</b>	gross area-15,000 s.f. area (unit)-2,500 s.f., width- 100 ft.	gross area-7,000 s.f. area (unit)- 5,000 s.f., width- 50 ft.
<b>Min. Yard Setbacks</b>	front-35 ft., int. side-20 ft., street side-30 ft., rear- 35 ft.	front-30 ft., int. side-6- 9 ft., street side-15 ft., rear- 30 ft.
<b>Max. Lot Coverage</b>	building-35%, total surface-75%, GUOS (unit)- 400	building-N/A, total surface-N/A, GUOS- N/A
<b>Building Size</b>	max. height- 45 ft., min. dimension- 24 ft.	max. height- 30 ft., min. dimension- 24 ft.



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### Comprehensive Plan Future Land Use Map:

Shows the subject property located within a larger area indicated as future “Traditional Neighborhood”, which is laid out in a street grid with moderate lot sizes and within walking distance to larger commercial nodes. Include stable, established neighborhoods.”

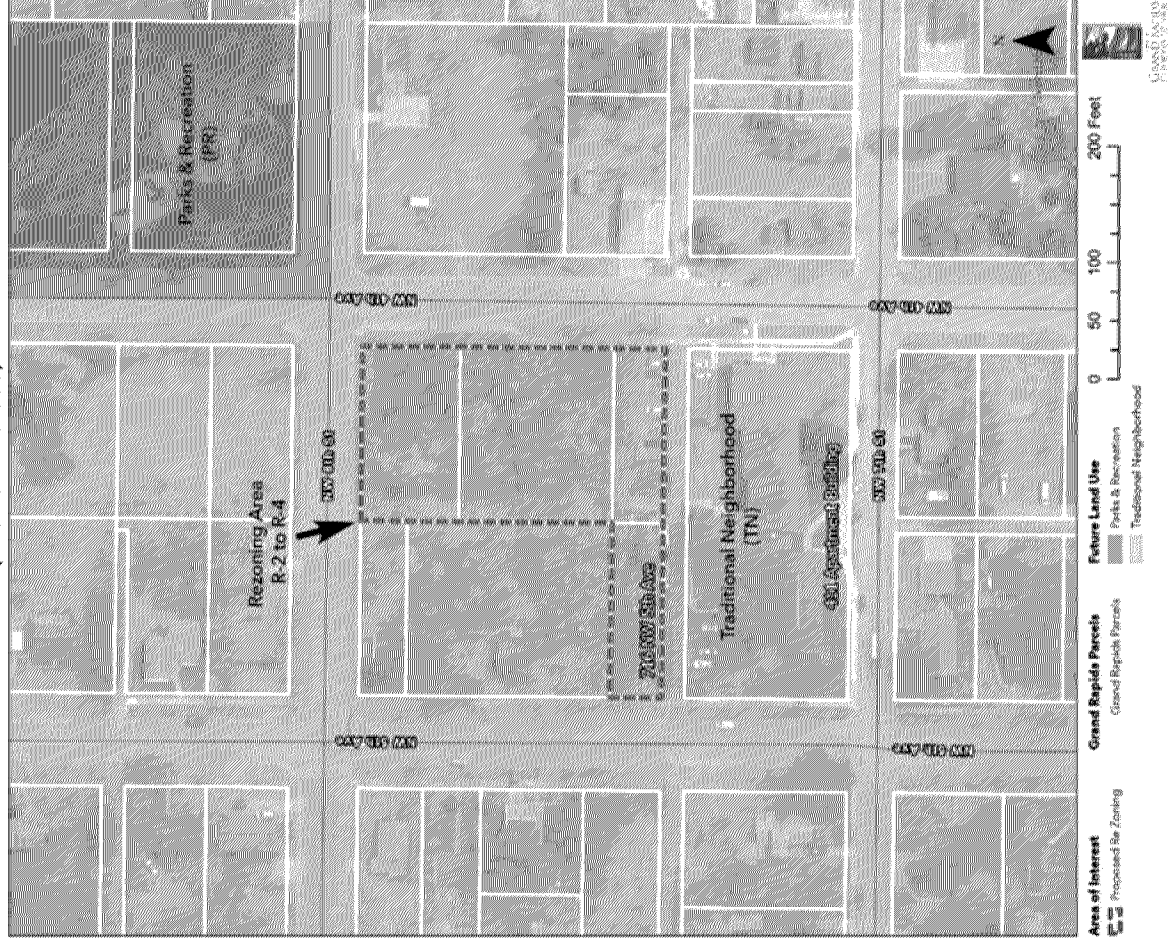
**Primary Land Uses:** Single-family residential; other housing with similar densities

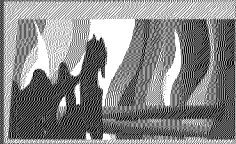
**Secondary Land Uses:** Other residential types such as duplex, limited multifamily buildings at the scale of the neighborhood, neighborhood scale institutions including churches, pocket parks, and community gardens

# Zoning Map Amendment

Map # 2

Zoning Map Amendment Request  
(Future Land Use)





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## Planning Commission Review:

- **May 6<sup>th</sup> Meeting**
- **Planning Commission's findings of fact, in support of the petitioned Zoning Map Amendment, are incorporated into draft ordinance.**

# Zoning Map Amendment

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

### ORDINANCE NO. 21-\_\_\_\_\_

#### **AN ORDINANCE OF THE CITY OF GRAND RAPIDS, MINNESOTA, APPROVING THE REZONING OF 1.05 ACRES OF LAND FROM R-2 (ONE AND TWO FAMILY RESIDENTIAL) TO R-4 (MULTIPLE-FAMILY RESIDENTIAL- HIGH DENSITY)**

WHEREAS, on May 6, 2021, the Planning Commission approved a motion forwarding a favorable recommendation to the City Council regarding the rezoning of property legally described as,

*Lots 1-6 & E 1/2 of VAC N/S Alley and Lot 13 & W 1/2 of VAC N/S Alley, All in Block 10, Houghton's Addition to Grand Rapids, Itasca County, Minnesota*

from its current zoning designation of R-2 (One and two Family Residential) to R-4 (Multiple-family Residential-high density), and

WHEREAS, the City Council conducted a public hearing on that request at their regular meeting on May 24, 2021 and all were heard, and

WHEREAS, the City Council did concur with the recommendations of the Planning Commission, and determined that the Zoning Map Amendment would be in the best interest of the community,

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

That the property legally described above and as shown on the attached "Exhibit A", is rezoned from its current designation of R-2 (One and two Family Residential) to R-4 (Multiple-family Residential- high density) based on the following findings of fact,

- The proposed rezoning would not have an adverse affect the character of neighboring area as it will allow for the improvement in off street parking in the area.
- The change not would necessarily foster economic growth in the community, but improve a nonconforming situation.
- The change would be in keeping with the spirit and intent of the Zoning Ordinance by expanding multi-family zoning on property owned by the HRA.
- The change would be in the best interest of the general public by removing blighted property and bringing the HRA property closer into compliance with parking and zoning requirements.
- That the change would be consistent with the Comprehensive Plan.

This Ordinance shall become effective after its passage and publication.

Adopted by the Council this 24<sup>th</sup> day of May, 2021.

ATTEST:

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

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

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



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

# Questions?



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 21-1897      **Version:** 1      **Name:** Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map, by rezoning 1.05 acres of land from R-2 (One and two Family Residential) to R-4 (Multiple-family Residential- high density).

**Type:** Agenda Item      **Status:** Public Hearing

**File created:** 5/17/2021      **In control:** City Council

**On agenda:** 5/24/2021      **Final action:**

**Title:** Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map, by rezoning 1.05 acres of land from R-2 (One and two Family Residential) to R-4 (Multiple-family Residential- high density).

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Zoning Map Amendment: Ordinance w/Exhibit](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map, by rezoning 1.05 acres of land from R-2 (One and two Family Residential) to R-4 (Multiple-family Residential- high density).

**Background Information:**

After the public hearing on this matter, the City Council will want to consider the public testimony received and review the recommendation put forward by the Planning Commission.

The Council can accept the recommendation of the Planning Commission, if they are in agreement with it, and adopt the ordinance as prepared, or the Council can make its own findings to support its reasons for approving or denying the proposed Zoning Map Amendment.

**Requested City Council Action**

Make a motion considering the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map by rezoning 1.05 acres of land from R-2 (One and two Family Residential) to R-4 (Multiple-family Residential- high density), and *authorize its publication in summary form*.

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

**ORDINANCE NO. 21- \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF GRAND RAPIDS, MINNESOTA, APPROVING THE REZONING OF 1.05 ACRES OF LAND FROM R-2 (ONE AND TWO FAMILY RESIDENTIAL) TO R-4 (MULTIPLE-FAMILY RESIDENTIAL- HIGH DENSITY)**

WHEREAS, on May 6, 2021, the Planning Commission approved a motion forwarding a favorable recommendation to the City Council regarding the rezoning of property legally described as,

*Lots 1-6 & E ½ of VAC N/S Alley and Lot 13 & W ½ of VAC N/S Alley, All in Block 10, Houghton's Addition to Grand Rapids, Itasca County, Minnesota*

from its current zoning designation of R-2 (One and two Family Residential) to R-4 (Multiple-family Residential-high density), and

WHEREAS, the City Council conducted a public hearing on that request at their regular meeting on May 24, 2021 and all were heard, and

WHEREAS, the City Council did concur with the recommendations of the Planning Commission, and determined that the Zoning Map Amendment would be in the best interest of the community.

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

That the property legally described above and as shown on the attached "Exhibit A", is rezoned from its current designation of R-2 (One and two Family Residential) to R-4 (Multiple-family Residential- high density) based on the following findings of fact;

- The proposed rezoning would not have an adverse affect the character of neighboring area as it will allow for the improvement in off-street parking in the area.
- The change not would necessarily foster economic growth in the community, but improve a nonconforming situation.
- The change would be in keeping with the spirit and intent of the Zoning Ordinance by expanding multi-family zoning on property owned by the HRA.
- The change would be in the best interest of the general public by removing blighted property and bringing the HRA property closer into compliance with parking and zoning requirements.
- That the change would be consistent with the Comprehensive Plan.

This Ordinance shall become effective after its passage and publication.

Adopted by the Council this 24<sup>th</sup> day of May, 2021.

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

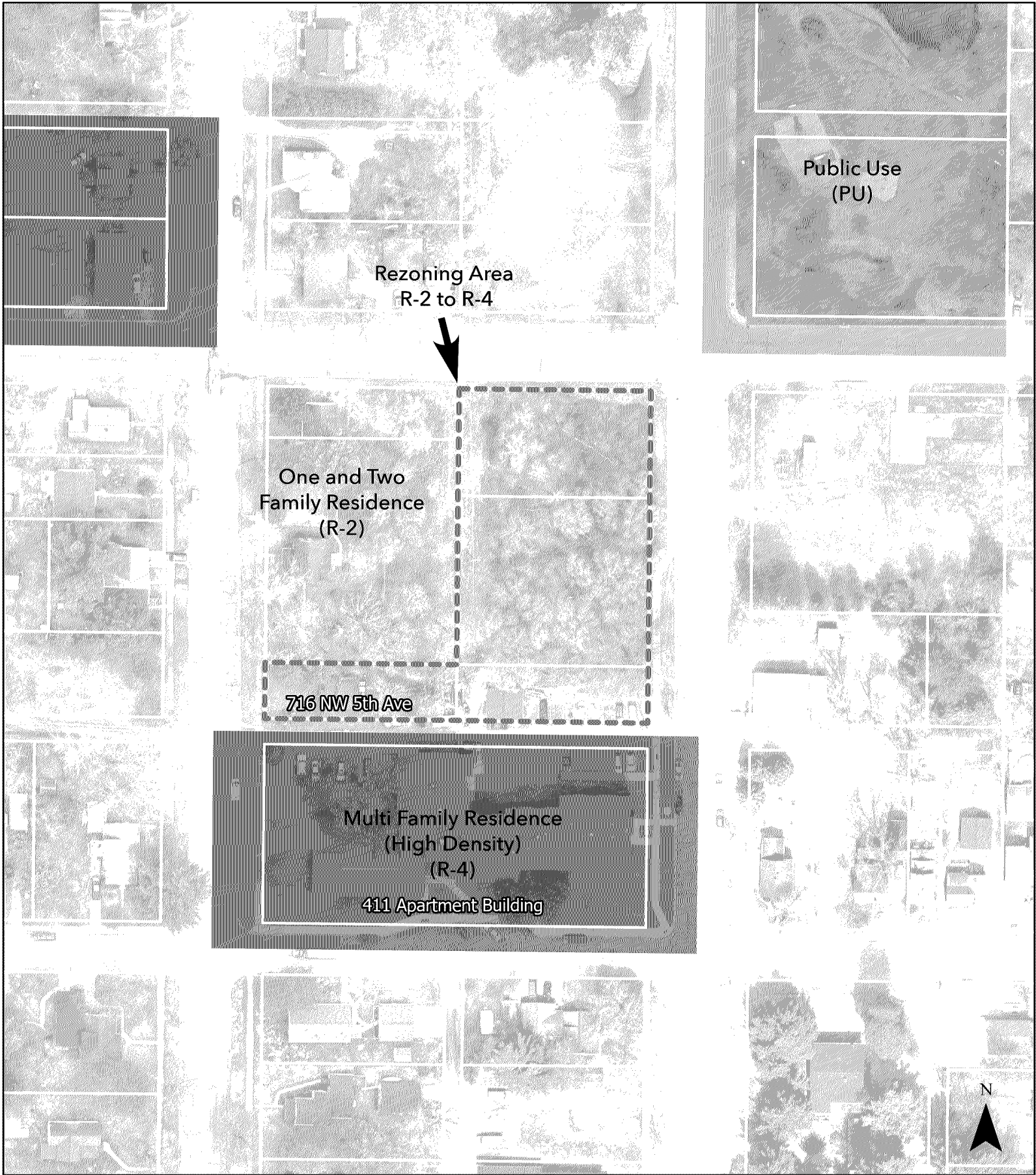
ATTEST:



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




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



R-2 to R-4



 Proposed Re Zoning  
 Grand Rapids Parcels

 One and Two-Family Residence  
 Multi-Family Resiedence (High Density)  
 Public Use

