



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail City Council

Monday, April 26, 2021

5:00 PM

City Hall Council Chambers

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

CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, April 26, 2021 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

PRESENTATIONS/PROCLAMATIONS

21-1816 Consider proclaiming May 12, 2021 Arbor Day in the City of Grand Rapids.

Attachments: [Arbor Day Proclamation](#)

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 - PLEASE NOTE: If you wish to address the Council under public forum, please call 218-327-8833 during the meeting.

COUNCIL REPORTS

APPROVAL OF MINUTES

21-1809 Consider approving Council minutes for Monday, April 12, 2021 Regular meeting

Attachments: [April 12, 2021 Regular Meeting](#)

VERIFIED CLAIMS

21-1820 Consider approving the verified claims for the period April 6, 2021 to April 19, 2021 in the total amount of \$821,304.79.

Attachments: [City Council Bill List 4-26-2021.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. 21-1797 Consider the adoption of a resolution accepting a \$23,000 CARES Act Airport Grant for the Grand Rapids/Itasca County Airport.
Attachments: 4-26-21 Resolution Accepting \$23,00 FAA Grant

2. 21-1798 Consider approving temporary liquor application for Fraternal Order of Eagles

3. 21-1808 Consider approving a resolution to accept a \$1,000 donation from the Blandin Foundation for the Independence Day Fireworks at Pokegama Lake.
Attachments: Fireworks-Blandin Fdn Resolution

4. 21-1810 Consider authorizing the Police Department to apply for a 2021 Lake Country Power Community - Operation Round Up Grant.

5. 21-1811 Consider approving the Public Works Department's retirement of a 1990 TurfVac from their fleet and allow its proper disposal at a recycling facility.

6. 21-1813 Consider authorizing the Police Department to apply for a 2021 Minnesota Power Foundation Grant

7. 21-1814 Consider adopting a resolution to approve a Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies.
Attachments: SPD_KM_C36821042010140.pdf
 SPD_KM_C36821042010141.pdf
 Master Subscriber Resolution

8. 21-1815 Consider accepting quotes and authorize awarding the low quote to Vinco in the amount of \$76,270.00 for AP 2021-2 Beacon Relocation.
Attachments: GPZ Contract Award Memo_041921

9. 21-1819 Consider approving Max Gray Construction Phase 2 New Fire Hall Change Order #005.
Attachments: Max Gray Construction Change Order #5

10. 21-1822 Consider adopting amended City Council By-laws

11. 21-1823 Consider approving Max Gray Construction Phase 2 New Fire Hall Change Order #003, 004 and 006, TNT Construction Group LLC Phase 1 Change Order #005 and A-Z Electric Phase 2 Change Order #002.

Attachments: [A-Z Change Order 002](#)
[Max Gray Change Order 003](#)
[Max Gray Change Order 006](#)
[Max Gray Change Order 004](#)
[TNT Change Order 005](#)

12. [21-1827](#) Consider adopting a resolution approving an application by Itasca County to the Minnesota Department of Employment and Economic Development (DEED) Cleanup grant program
- Attachments:** [Resolution approving Itasca County DEED Cleanup Grant Application](#)

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

13. [21-1812](#) Review and acknowledge minutes for Boards & Commissions
- Attachments:** [September 8, 2020 - Human Rights Minutes](#)
[September 30, 2020 - Human Rights Minutes](#)
[October 28, 2020 - Human Rights Minutes](#)
[November 25, 2020 - Human Rights Minutes](#)
[December 30, 2020 - Human Rights Minutes](#)
[January 27, 2021 - Human Rights Minutes](#)
[March 10, 2021 - Library Board Minutes](#)
[March 16, 2021 Pokegama Golf Board Minutes](#)
[March 30, 2021 Pokegama Golf Board Minutes](#)

FINANCE DEPARTMENT

14. [21-1817](#) Consider adopting a Resolution Providing for the Sale of \$873,000 General Obligation Utility Bonds (PUC), Series 2021A
- Attachments:** [Presale Report.Grand Rapids.2021A](#)
[City call resolution](#)

ADMINISTRATION DEPARTMENT

15. [21-1818](#) Consider adoption of Rental Inspector/Firefighter job description, establish pay grade and authorization to post the position.
- Attachments:** [Rental-Fire Fighter draft job description](#)

ADJOURNMENT

NEXT REGULAR MEETING IS SCHEDULED FOR MAY 10, 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

Legislation Details (With Text)

File #: 21-1816 **Version:** 1 **Name:** Arbor Day 2021
Type: Agenda Item **Status:** PRESENTATIONS/PROCLAMATIONS
File created: 4/21/2021 **In control:** City Council
On agenda: 4/26/2021 **Final action:**
Title: Consider proclaiming May 12, 2021 Arbor Day in the City of Grand Rapids.
Sponsors:
Indexes:
Code sections:
Attachments: [Arbor Day Proclamation](#)

Date	Ver.	Action By	Action	Result
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Consider proclaiming May 12, 2021 Arbor Day in the City of Grand Rapids.

Background Information:

As part of our Tree City USA designation, City Council must adopt a resolution annually proclaiming Arbor Day in the City of Grand Rapids and conduct a public activity. We have received the Tree City USA designation since 1988. In recognition of Arbor Day, our Parks & Recreation and Public Works departments will do a ceremonial tree planting at one of our City Parks.

Staff Recommendation:

City staff recommends proclaiming May 12, 2021 Arbor Day in the City of Grand Rapids.

Requested City Council Action

Make a motion proclaiming May 12, 2021 Arbor Day in the City of Grand Rapids.

Proclamation

ARBOR DAY

WHEREAS, climate change is a complex problem that impacts all the Minnesotans and our ability to thrive; and

WHEREAS, the health and longevity of Minnesota's trees are being affected by changing temperatures and precipitation, more extreme weather events, and increasing pressure from pests, diseases, and invasive species; and

WHEREAS, Minnesota is at risk to lose over one billion ash trees due to emerald ash borer, which would impact carbon storage, habitat, water movement and water quality; and

WHEREAS, trees capture carbon from the atmosphere and store it in their trunks, roots, and the surrounding soil thereby offsetting greenhouse gas emissions; and

WHERE, a healthy tree canopy decreases temperatures along streets providing cooler spaces in the summertime; and

WHEREAS, trees reduce storm-water runoff and act as a filter, preventing sediments and pollutants from washing into waterways; and

WHEREAS, Minnesotans can help build resilient communities and reduce the negative impacts of climate change by planting and caring for trees One Tree at a Time.

NOW THEREFORE, BE IT RESOLVED, that I, Dale Christy, Mayor for the City of Grand Rapids do hereby proclaim May 12, 2021, as Arbor Day in the City of Grand Rapids, Minnesota and the month of May, 2021, as Arbor Month.

IN WITNESS WHEREOF, I have hereto subscribed my name and the seal of the City of Grand Rapids, Minnesota, this 26th day of April Two thousand twenty-one.

Dale Christy, Mayor
City of Grand Rapids



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1809 **Version:** 1 **Name:** Council minutes
Type: Agenda Item **Status:** Approval of Minutes
File created: 4/15/2021 **In control:** City Council
On agenda: 4/26/2021 **Final action:**
Title: Consider approving Council minutes for Monday, April 12, 2021 Regular meeting
Sponsors:
Indexes:
Code sections:
Attachments: [April 12, 2021 Regular Meeting](#)

Date	Ver.	Action By	Action	Result
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Consider approving Council minutes for Monday, April 12, 2021 Regular meeting



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Monday, April 12, 2021

5:00 PM

City Hall Council Chambers

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

CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, April 12, 2021 at 5:00 p.m. in City Hall 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, Shawn Graeber, Travis Cole, Rob Mattei, Will Richter, Lasha Karels

PRESENTATIONS/PROCLAMATIONS

Proclamations establishing April as Military Child Month

Received and Filed

MEETING PROTOCOL POLICY

PUBLIC FORUM - PLEASE NOTE: If you wish to address the Council under public forum, please call 218-327-8833 during the meeting.

Bryan Vroman, 310 S. Pokegama Avenue, addressed the Council regarding concerns over recent appointment process of members to the Police Community Advisory Board. Making note that incumbent members were not offered opportunity for reappointment. Concerned with process and transparency, as well as possible conflict of interest.

Megan Phillips, 307 Condor Street, recent member of the PCA Board expressed concern over appointment process including appointing retired law enforcement and the fact that she was not advised of term expiration and invited to apply for re-appointment as is standard practice.

COUNCIL REPORTS

Councilor Blake provided overview of WWMPB meeting in which MN DOT was in attendance discussing planned safety updates on 169 highway.

Councilor Adams noted visitor positive comments regarding the golf course and trail system.

Mayor Christy advised that conversations are taking place with Jefferson Lines regarding future collaboration to increase services.

APPROVAL OF MINUTES

Consider approving Council minutes for Monday, March 22, 2021 Regular meeting

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

VERIFIED CLAIMS

Consider approving the verified claims for the period March 16, 2021 to April 5, 2021 in the total amount of \$1,247,009.21.

A motion was made by Councilor Dale Adams, seconded by Councilor Rick Blake, approving 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 approving Itasca County classification of tax-forfeited land.
Approved by consent roll call
2. Consider adopting two resolutions requesting conveyance of tax-forfeited parcels for public use
Adopted Resolutions 21-23 & 21-24 by consent roll call
3. Consider authorizing the Public Works Department to hire from the PW Part-Time Eligibility List for the 2021 Spring/Summer Maintenance Season.
Approved by consent roll call
4. Consider accepting Grand Rapids EDA Annual Report for the year 2020.
Approved by consent roll call

5. Consider approving an amendment with the State of Minnesota to the LUP for the Highway 2 West Trail
Approved by consent roll call
6. Consider adopting a resolution awarding a contract for CP 2021-2, 5th Street SW Reconstruction.
Adopted Resolution 21-25 by consent roll call
8. Consider adopting a resolution calling for a Public Hearing on Capital Improvement Plan and Tax Abatements and issuance of General Obligation Bonds.
Adopted Resolution 21-26 by consent roll call
9. Consider approving Seasonal Golf Employee
Approved by consent roll call
10. Consider approving temporary liquor application for IEDC
Approved by consent roll call
11. Consider approving TNT Construction Group, LLC Phase 1 New Fire Hall Change Order #004 in the amount of \$1200.
Approved by consent roll call
12. Consider adopting a resolution amending the City Wide Fee Schedule
Adopted Resolution 21-27 by consent roll call
13. Consider a contract with Crossover Touring for the performance of Charlie Parr at the Grand Rapids Riverfest on September 10, 2021.
Approved by consent roll call
14. Consider authorizing staff to solicit bids to dispose of old bleachers.
Approved by consent roll call
15. Consider approving Limited Season On-sale Liquor License application and approve limited season license for Grand Rapids Speedway
Approved by consent roll call

Approval of the Consent Agenda

A motion was made by Councilor Rick Blake, second by Councilor Michelle Toven, approving the amended Consent agenda, moving item #7 to item #18a under Administration. 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 Michelle Toven, second by Councilor Tasha Connelly, approving the Regular agenda as amended. The motion PASSED by unanimous vote.

ACKNOWLEDGE BOARDS & COMMISSIONS

- 15. Review and acknowledge minutes for Boards & Commissions

Acknowledge Boards and Commissions

FIRE DEPARTMENT

- 16. Consider adopting a resolution accepting a donation of pallet rack material to the Fire Department.

A motion was made by Councilor Dale Adams, second by Councilor Tasha Connelly, adopting Resolution 21-28, accepting donation of pallet rack material from MN Power. The motion carried by the following vote.

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

GOLF COURSE

- 17. Consider approving Golf Course Asphalt Proposal

A motion was made by Councilor Rick Blake, second by Councilor Michelle Toven, approving proposal for asphalt at Pokegama Golf Course. 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

- 18. Consider accepting the resignation from Debra Moebakken, Library Public Services Clerk, from the Grand Rapids Area Library.

A motion was made by Councilor Tasha Connelly, second by Councilor Rick Blake, accepting the resignation of Deb Moebakken from Library Public Service Clerk and authorizing staff to fill the position. The motion PASSED by unanimous vote.

18a.

Consider adopting changes to City Council By-Laws

Council discussed various aspects of by-laws and the current process and requirements for appointing members to boards and commissions.

A motion was made by Councilor Dale , second by Councilor Rick Blake, to approve draft changes to Council By-laws. The motion FAILED for lack of second.

A motion was made by Councilor Rick Blake, second by Councilor Michelle Toven, to table the proposed changes to Council by-laws until April 26, 2021 Worksession. 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 5:41 PM.

Respectfully submitted:


Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1820 **Version:** 1 **Name:** VERIFIED CLAIMS
Type: Agenda Item **Status:** Verified Claims
File created: 4/22/2021 **In control:** City Council
On agenda: 4/26/2021 **Final action:**
Title: Consider approving the verified claims for the period April 6, 2021 to April 19, 2021 in the total amount of \$821,304.79.
Sponsors:
Indexes:
Code sections:
Attachments: [City Council Bill List 4-26-2021.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period April 6, 2021 to April 19, 2021 in the total amount of \$821,304.79.

Requested City Council Action

Make a motion approving the verified claims for the period April 6, 2021 to April 19, 2021 in the total amount of \$821,304.79.

DATE: 04/22/2021
 TIME: 13:39:24
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 04/26/2021

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
CITY WIDE		
0300200	CDW GOVERNMENT INC	147.55
1915248	SHI INTERNATIONAL CORP	102.00
TOTAL CITY WIDE		249.55
SPECIAL PROJECTS-NON BUDGETED		
1105530	KENNEDY & GRAVEN, CHARTERED	306.25
TOTAL SPECIAL PROJECTS-NON BUDGETED		306.25
SPECIAL PROJECTS-BUDGETED		
0920050	ITASCA COUNTY HISTORICAL	10,869.00
2500050	ITASCA COUNTY FAMILY YMCA INC	15,000.00
TOTAL SPECIAL PROJECTS-BUDGETED		25,869.00
ADMINISTRATION		
1215630	LOREN SOLBERG CONSULTING, LLC	2,487.64
1301020	MADDEN GALANTER HANSEN, LLP	883.75
1309138	STATE OF MINNESOTA - OFFICE OF	3,483.00
1405520	NEOGOV	1,740.00
TOTAL ADMINISTRATION		8,594.39
BUILDING MAINTENANCE-CITY HALL		
0118100	ARAMARK UNIFORM & CAREER	52.90
0920060	ITASCA COUNTY TREASURER	236.28
TOTAL BUILDING MAINTENANCE-CITY HALL		289.18
COMMUNITY DEVELOPMENT		
0920060	ITASCA COUNTY TREASURER	155.48
TOTAL COMMUNITY DEVELOPMENT		155.48
FINANCE		
0809436	HILDI INC	2,450.00
TOTAL FINANCE		2,450.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 04/26/2021

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
FIRE		
0401804	DAVIS OIL INC	716.36
0920059	ITASCA COUNTY SHERIFFS DEPT	5,522.64
0920060	ITASCA COUNTY TREASURER	148.12
TOTAL FIRE		6,387.12
INFORMATION TECHNOLOGY		
2018225	TREASURE BAY PRINTING	95.00
TOTAL INFORMATION TECHNOLOGY		95.00
PUBLIC WORKS		
0114200	ANDERSON GLASS	154.52
0121721	AUTO VALUE - GRAND RAPIDS	47.58
0221650	BURGGRAF'S ACE HARDWARE	452.81
0301685	CARQUEST AUTO PARTS	116.02
0315455	COLE HARDWARE INC	149.63
0401804	DAVIS OIL INC	1,728.01
0501650	EARL F ANDERSEN	763.16
0920020	ITASCA COMMUNITY COLLEGE	1,137.00
0920060	ITASCA COUNTY TREASURER	321.28
1200500	L&M SUPPLY	182.44
1415377	NORTHERN BUSINESS PRODUCTS INC	185.79
1415545	NORTHLAND LAWN & SPORT, LLC	207.49
1421155	NUCH'S IN THE CORNER	22.00
1503150	OCCUPATIONAL DEVELOPMENT CTR	550.00
1605740	PETROCHOICE HOLDINGS INC	846.07
1621125	PUBLIC UTILITIES COMMISSION	56.92
1900225	SEH	1,050.00
2000522	TNT CONSTRUCTION GROUP, LLC	38.75
2015555	TOONSTRA PSYCHOLOGICAL SERVICE	350.00
2018560	TROUT ENTERPRISES INC	275.00
TOTAL PUBLIC WORKS		8,634.47
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	368.24
0920060	ITASCA COUNTY TREASURER	87.66
1500700	OSI ENVIRONMENTAL BR 50	50.00
TOTAL FLEET MAINTENANCE		505.90

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 04/26/2021

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
POLICE		
0103325	ACHESON TIRE INC	654.28
0205725	BETZ EXTINGUISHER COMPANY	60.00
0301685	CARQUEST AUTO PARTS	22.69
0920059	ITASCA COUNTY SHERIFFS DEPT	16,649.40
0920060	ITASCA COUNTY TREASURER	3,491.31
0920069	ITASCA GUN CLUB	500.00
1100550	KOZY/KMFY RADIO INC	250.00
1301025	MAKI BODY & GLASS	6,531.51
1920233	STREICHER'S INC	592.17
	TOTAL POLICE	28,751.36
CENTRAL SCHOOL		
0118100	ARAMARK UNIFORM & CAREER	55.75
0609457	FILTHY CLEAN INC	175.00
0718010	CITY OF GRAND RAPIDS	4,500.00
1908248	SHERWIN-WILLIAMS	200.12
	TOTAL	4,930.87
AIRPORT		
0113223	AMERICAN DETAILING	250.00
0315455	COLE HARDWARE INC	10.42
0920060	ITASCA COUNTY TREASURER	139.43
	TOTAL	399.85
CIVIC CENTER		
GENERAL ADMINISTRATION		
0118100	ARAMARK UNIFORM & CAREER	105.91
0221650	BURGGRAF'S ACE HARDWARE	39.98
0315495	COMMERCIAL REFRIGERATION	545.00
1200855	LVC COMPANIES INC	267.58
1201430	LAKE SUPERIOR CUTTING EDGE LLC	140.00
1801610	RAPIDS PLUMBING & HEATING INC	487.00
	TOTAL GENERAL ADMINISTRATION	1,585.47
STATE HAZ-MAT RESPONSE TEAM		

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 04/26/2021

VENDOR #	NAME	AMOUNT DUE

STATE HAZ-MAT RESPONSE TEAM		
0920060	ITASCA COUNTY TREASURER	78.14
	TOTAL	78.14
CEMETERY		
0205725	BETZ EXTINGUISHER COMPANY	60.00
0920060	ITASCA COUNTY TREASURER	122.52
1200500	L&M SUPPLY	13.88
T001235	MURPHY GRANITE CARVING	2,619.51
	TOTAL	2,815.91
DOMESTIC ANIMAL CONTROL FAC		
0118100	ARAMARK UNIFORM & CAREER	30.00
0920060	ITASCA COUNTY TREASURER	172.33
	TOTAL	202.33
GENERAL CAPITAL IMPRV PROJECTS		
2022-1 HIGHWAY 2 LIGHTING		
1900225	SEH	2,710.40
	TOTAL 2022-1 HIGHWAY 2 LIGHTING	2,710.40
PARK ACQUISITION & DEVELOPMENT		
PARK IMPROVEMENTS		
1105444	KELLER FENCE COMPANY	400.00
	TOTAL PARK IMPROVEMENTS	400.00
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-POLICE		
0205725	BETZ EXTINGUISHER COMPANY	117.00
	TOTAL CAPITAL OUTLAY-POLICE	117.00
AIRPORT CAPITAL IMPRV PROJECTS		
BEACON RELOCATION		

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 04/26/2021

VENDOR #	NAME	AMOUNT DUE

AIRPORT CAPITAL IMPRV PROJECTS		
	BEACON RELOCATION	
1900225	SEH	9,180.00
	TOTAL BEACON RELOCATION	9,180.00
2021 INFRASTRUCTURE BONDS		
	CP2020/FD-1 NEW FIRE HALL	
0900055	ICS CONSULTING INC	53,592.55
2112400	ULINE, INC	8,647.54
	TOTAL CP2020/FD-1 NEW FIRE HALL	62,240.09
CP 2021-2 5TH STREET SW		
1900225	SEH	2,062.62
	TOTAL CP 2021-2 5TH STREET SW	2,062.62
2015-3 HIGHWAY 2 WEST TRAIL		
1900225	SEH	1,132.20
2000522	TNT CONSTRUCTION GROUP, LLC	46,382.80
	TOTAL 2015-3 HIGHWAY 2 WEST TRAIL	47,515.00
DACF/PD EXPANSION		
0900055	ICS CONSULTING INC	2,905.60
2112400	ULINE, INC	4,995.44
	TOTAL DACF/PD EXPANSION	7,901.04
2022 INFRASTRUCTURE BONDS		
	IRA CIVIC CENTER RENOVATION	
0900055	ICS CONSULTING INC	87,321.00
1900225	SEH	6,618.10
	TOTAL IRA CIVIC CENTER RENOVATION	93,939.10
STORM WATER UTILITY		
0301685	CARQUEST AUTO PARTS	50.22
0401804	DAVIS OIL INC	1,142.93
0514798	ENVIRONMENTAL EQUIPMENT AND	56.84

DATE: 04/22/2021
 TIME: 13:39:25
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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 04/26/2021

VENDOR #	NAME	AMOUNT DUE

STORM WATER UTILITY		
0920060	ITASCA COUNTY TREASURER	531.58
1205090	LEAGUE OF MINNESOTA CITIES	780.00
TOTAL		2,561.57
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$320,927.09
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T MOBILITY	3,934.27
0205640	LEAGUE OF MN CITIES INS TRUST	931.04
0305530	CENTURYLINK QC	259.00
0415529	DONDELINGER FORD	36,719.00
0609650	FIRE INSTRUCTION & RESCUE ED	900.00
0609700	CARL EDWARD FISCHER	35.12
0718015	GRAND RAPIDS CITY PAYROLL	249,888.38
0718070	GRAND RAPIDS STATE BANK	895.98
0815440	HOLIDAY STATIONSTORES LLC	187.00
0900060	ICTV	17,076.10
0920055	ITASCA COUNTY RECORDER	138.00
1205095	LEAGUE OF MN INSURANCE TRUST	1,000.00
1301145	MARCO TECHNOLOGIES, LLC	60.00
1301146	MARCO TECHNOLOGIES, LLC	913.06
1305046	MEDIACOM LLC	158.95
1309098	MINNESOTA MN IT SERVICES	439.88
1309162	MN BCA/TRAINING & EDUCATION	125.00
1309199	MINNESOTA ENERGY RESOURCES	1,847.56
1309302	MN DEPT OF PUBLIC SAFETY	35.00
1309332	MN STATE RETIREMENT SYSTEM	2,424.00
1309335	MINNESOTA REVENUE	4,821.72
1405850	NEXTERA COMMUNICATIONS LLC	458.05
1516220	OPERATING ENGINEERS LOCAL #49	110,574.00
1609561	PIONEER TELEPHONE	10.85
1621125	PUBLIC UTILITIES COMMISSION	369.41
1621130	P.U.C.	43,786.27
2000490	TDS Metrocom	573.36
2209665	VISA	3,248.91
2209705	VISIT GRAND RAPIDS INC	13,328.30
2301700	WM CORPORATE SERVICES, INC	1,599.49
2305447	WELLS FARGO BANK NA	1,050.00
T001183	CREW 2	90.00
T001361	CHARLIE PARR LLC	2,500.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$500,377.70
TOTAL ALL DEPARTMENTS		\$821,304.79



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1797 **Version:** 1 **Name:** GPZ CARES Grant agreement
Type: Agenda Item **Status:** Consent Agenda
File created: 4/14/2021 **In control:** City Council
On agenda: 4/26/2021 **Final action:**
Title: Consider the adoption of a resolution accepting a \$23,000 CARES Act Airport Grant for the Grand Rapids/Itasca County Airport.

Sponsors:

Indexes:

Code sections:

Attachments: [4-26-21 Resolution Accepting \\$23,00 FAA Grant](#)

Date	Ver.	Action By	Action	Result
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Consider the adoption of a resolution accepting a \$23,000 CARES Act Airport Grant for the Grand Rapids/Itasca County Airport.

Background Information:

This grant is provided in accordance with the CARES Act to provide funding to help offset the operational and maintenance costs as a result of the COVID-19 Public Health Emergency.

Staff Recommendation:

City Staff recommends making a motion to adopt a resolution accepting a \$23,000 CARES Act Airport Grant and authorizing the Mayor and City Clerk to execute the grant agreement.

Requested City Council Action

Make a motion to adopt a resolution accepting a \$23,000 CARES Act Airport Grant and authorize the Mayor and City Clerk to execute the grant agreement.

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

RESOLUTION NO. 21-

A RESOLUTION ACCEPTING A \$23,000 GRANT FROM THE FAA CARES ACT FOR OPERATIONS AND MAINTENACE AT THE GRAND RAPIDS/ITASCA COUNTY AIRPORT

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 \$23,000 grant from the FAA CARES Act for operations and maintenance at the Grand Rapids/Itasca County Aiport and furthermore authorizes the Mayor to execute the associated grant agreement.

Adopted this 26th day of April 2021.

Dale Christy, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1798 **Version:** 1 **Name:** Eagles Temp Liquor
Type: Agenda Item **Status:** Consent Agenda
File created: 4/14/2021 **In control:** City Council
On agenda: 4/26/2021 **Final action:**
Title: Consider approving temporary liquor application for Fraternal Order of Eagles
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Consider approving temporary liquor application for Fraternal Order of Eagles

Background Information:

The Eagles Club has submitted an application for a temporary 1-4 day on sale liquor license, event scheduled for Saturday, August 28, 2021.

Staff Recommendation:

Review and approve application, authorizing submission to AGED for issuance

Requested City Council Action

Make a motion approving temporary liquor application for Fraternal Order of Eagles



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1808 **Version:** 1 **Name:** Fireworks Donation
Type: Agenda Item **Status:** Consent Agenda
File created: 4/15/2021 **In control:** City Council
On agenda: 4/26/2021 **Final action:**
Title: Consider approving a resolution to accept a \$1,000 donation from the Blandin Foundation for the Independence Day Fireworks at Pokegama Lake.

Sponsors:

Indexes:

Code sections:

Attachments: [Fireworks-Blandin Fdn Resolution](#)

Date	Ver.	Action By	Action	Result
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Consider approving a resolution to accept a \$1,000 donation from the Blandin Foundation for the Independence Day Fireworks at Pokegama Lake.

Background Information:

We have developed a great partnership between the City of Grand Rapids, the City of Cohasset, the Greater Pokegama Lake Association, and the Blandin Foundation to help fund our Fireworks display each year on July 4th.

Staff Recommendation:

City staff recommends approving a resolution to accept a \$1,000 donation from the Blandin Foundation for the Independence Day Fireworks at Pokegama Lake.

Requested City Council Action

Make a motion approving a resolution to accept a \$1,000 donation from the Blandin Foundation for the Independence Day Fireworks at Pokegama Lake.

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

RESOLUTION NO. 21-

A RESOLUTION ACCEPTING A \$1,000 DONATION FROM
the BLANDIN FOUNDATION FOR THE
INDEPENDENCE DAY FIREWORKS AT POKEGAMA LAKE
TO BE HELD JULY 4, 2021

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

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

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

- The Blandin Foundation has donated \$1,000 for the Independence Day, 2021 Fireworks at Pokegama Lake.

Adopted this 26th day of April, 2021.

Dale Christy, Mayor

Attest:

Kim Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	21-1810	Version:	1	Name:	Consider authorizing the Police Department to apply for a 2021 Lake Country Power Community - Operation Round Up Grant.
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	4/19/2021	In control:		In control:	City Council
On agenda:	4/26/2021	Final action:			
Title:	Consider authorizing the Police Department to apply for a 2021 Lake Country Power Community - Operation Round Up Grant.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Consider authorizing the Police Department to apply for a 2021 Lake Country Power Community - Operation Round Up Grant.

Background Information:

The Grand Rapids Police Department would like to apply for a 2021 Lake Country Power Community - Operation Round Up Grant. Lake Country Power is offering additional funding for community service, education and youth, environment, community economic assistance, and emergency energy assistance and disaster relief.

This Grant would benefit the Grand Rapids Police Department along with the citizens of Grand Rapids. The Grant would be utilized to purchase 3-4 AED's with the end goal of purchasing one for every squad car (20 squad cars), an IFAK for each licensed police officer (emergency medical trauma kit), and additional emergency medical grab bag for active shooter/mass causality event.

Staff Recommendation:

Consider allowing the Police Department to apply for the 2021 Operation Round Up Grant from Lake Country Power.

Requested City Council Action

Make a motion authorizing the Police Department to apply for a 2021 Operation Round Up Grant from Lake Country Power.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1811 **Version:** 1 **Name:** PW Fleet turfvac retirement
Type: Agenda Item **Status:** Consent Agenda
File created: 4/19/2021 **In control:** City Council
On agenda: 4/26/2021 **Final action:**
Title: Consider approving the Public Works Department's retirement of a 1990 TurfVac from their fleet and allow its proper disposal at a recycling facility.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Consider approving the Public Works Department's retirement of a 1990 TurfVac from their fleet and allow its proper disposal at a recycling facility.

Background Information:

The 1990 TurfVac Model FM-5LD, has served its purpose throughout the past 30 years and is no longer viable. Fields that used to be TurfVac'ed (picking up the excess grass) can now be blown off or bagged by the larger multi-use mowers. Public Works would like to retire and dispose of the TurfVac to a recycling facility as soon as possible. The fixed asset number of this equipment is 101-70-0134. There is no monetary value to this piece of equipment other than as scrap.

Staff Recommendation:

Matt Wegwerth, Public Works Director/City Engineer, approves the retirement and disposal of the 1990 TurfVac from the Public Works Department's Fleet equipment.

Requested City Council Action

Make a motion approving the Public Works Department's retirement of a 1990 TurfVac from their fleet and allow its proper disposal at a recycling facility.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	21-1813	Version:	1	Name:	Consider authorizing the Police Department to apply for a 2021 Minnesota Power Foundation Grant
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	4/20/2021	In control:		In control:	City Council
On agenda:	4/26/2021	Final action:		Final action:	
Title:	Consider authorizing the Police Department to apply for a 2021 Minnesota Power Foundation Grant				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Consider authorizing the Police Department to apply for a 2021 Minnesota Power Foundation Grant

Background Information:

The Grand Rapids Police Department would like to apply for a 2021 Minnesota Power Foundation Grant. Minnesota Power Foundation offers grants quarterly to agencies within their service area.

This Grant would be utilized to purchase AED's with the end goal of purchasing one for every squad car (20 squad cars), an IFAK for each licensed police officer (emergency medical trauma kit), and additional emergency medical grab bag for active shooter/mass causality event.

Staff Recommendation:

Consider allowing the Police Department to apply for the 2021 Minnesota Power Foundation Grant.

Requested City Council Action

Make a motion authorizing the Police Department to apply for a 2021 Minnesota Power Foundation Grant.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	21-1814	Version:	1	Name:	Adopt a resolution to approve a Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies.
Type:	Agenda Item	Status:			Consent Agenda
File created:	4/20/2021	In control:			City Council
On agenda:	4/26/2021	Final action:			
Title:	Consider adopting a resolution to approve a Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SPD KM C36821042010140.pdf SPD KM C36821042010141.pdf Master Subscriber Resolution				

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution to approve a Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies.

Background Information:

The Court offers Court Data Services to Minnesota Government Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted. Government Subscribers desires to use Court Date Services, and the Court desires to provide the same, to assist Government Subscriber in the efficient performance of its governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

City attorney Chad Sterle approved this agreement.

Staff Recommendation:

Please consider adopting a resolution approving a Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies between the City of Grand Rapids and the Court.

Requested City Council Action

Make a motion adopting a resolution approving a Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies between the City of Grand Rapids and the Court.

MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA COURT DATA SERVICES FOR GOVERNMENTAL AGENCIES

THIS AGREEMENT is entered into by and between

Grand Rapids Police Department

(Government Subscriber Name)

of

420 N. Pokegama Ave, Grand Rapids MN 55744

(Government Subscriber Address)

(hereinafter "Government Subscriber") and THE STATE OF MINNESOTA

Office of State Court Administration

of

25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155

(hereinafter "the Court").

Recitals

The Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein. Government Subscriber desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscriber in the efficient performance of its governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

Court Data Services are defined in the Definitions section of this Agreement and may involve a one-way or two-way transmission of information between the parties, some of which may include court information that is not accessible to the public pursuant to the Rules of Public Access and which may not be disclosed by Government Subscriber without the prior approval of the appropriate court or record custodian. Government Subscriber agrees herein to limit its access to and use of Court Records and Court Documents through Court Data Services to the Government Subscriber's "Legitimate Governmental Business Need" as defined herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Government Subscriber agree as follows:

1. TERM; TERMINATION; ONGOING OBLIGATIONS.

- 1.1 Term.** This Agreement shall be effective on the date executed by the Court and shall remain in effect according to its terms.

1.2 Termination.

1.2.1 Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty (30) days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. Termination of this Agreement pursuant to Clause 4.5 shall be effective immediately and may occur without prior notice to Government Subscriber.

1.2.2 The provisions of Clauses 5, 6, 8, 9, 10, 12.2, 12.3 and 15 through 24 shall survive any termination of this Agreement, as shall any other provisions that by their nature are intended or expected to survive such termination. Upon termination, the Government Subscriber shall perform the responsibilities set forth in paragraph 8.6 hereof.

1.3 Subsequent Agreement. This Agreement may be superseded by a subsequent agreement between the parties.

2. DEFINITIONS.

2.1 “Agency Account Manager” means the Government Subscriber employee assigned with the tasks of: (1) being the point of contact for communications between Government Subscriber and the Court; (2) maintaining a current list Government Subscriber’s Individual Users and their signed User Acknowledgment Forms and promptly notifying the Court when Government Subscriber’s Individual Users with individual logins should have accounts added or deleted; (3) reporting violations of this agreement by Government Subscriber’s Individual Users and steps taken to remedy violations to the Court.

2.2 “Court Data Services” means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently www.mncourts.gov, or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

2.2.1 “Bulk Data Delivery” means the electronic transmission of Court Records in bulk form from the Court to the Government Subscriber, from one or more of the Court’s databases and through any means of transmission, as described in applicable Policies & Notices and materials referenced therein.

2.2.2 “Court Integration Services” means pre-defined automated transmissions of i) Court Records from the Court’s computer systems to Government Subscriber’s computer systems; and/or ii) Government Subscriber Records from the Government Subscriber’s computer systems to the Court’s computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Policies & Notices and materials referenced therein.

2.2.3 “MNCIS Login Accounts” means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records and Court Documents maintained by the Minnesota Court

Information System (“MNCIS”), as described in applicable Policies & Notices and materials referenced therein.

- 2.3 “Court Data Services Databases”** means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.
- 2.4 “Court Data Services Programs”** means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.
- 2.5 “Court Records”** means all information in any form made available by the Court and/or its affiliates to Government Subscriber for the purposes of carrying out this Agreement, including:
- 2.5.1 **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information and Court Documents, as defined herein.
- 2.5.2 **“Court Confidential Case Information”** means any information in the Court Records (including Court Documents) that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- 2.5.3 **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- 2.5.4 **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
- 2.5.5 **“Court Documents”** means electronic images of documents that are part of or included in a court file.
- 2.6 “DCA”** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.
- 2.7 “Government Subscriber Records”** means any information in any form made available by the Government Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.
- 2.8 “Government Subscriber’s Individual Users”** means Government Subscriber’s employees or independent contractors whose use or access of Court Data Services,

as well as the access, use and dissemination of Court Records (including Court Documents), is necessary to effectuate the purposes of this Agreement.

- 2.9 “Legitimate Governmental Business Need”** means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
- 2.10 “Policies & Notices”** means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Government Subscriber’s use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms, that Government Subscriber may need to procure separately to use Court Data Services.
- 2.11 “Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court and/or the SCAO entitled “Limits on Public Access to Case Records” or “Limits on Public Access to Administrative Records,” all of which by this reference are made a part of this Agreement. It is the obligation of Government Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. Such rules, lists, and tables are posted on the main website for the Court, for which the current address is www.mncourts.gov.
- 2.12 “SCAO”** means the State of Minnesota, State Court Administrator’s Office.
- 2.13 “This Agreement”** means this Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.
- 2.14 “Trade Secret Information of SCAO and its licensors”** is defined in sections 8.1, 8.2 and 8.4 of this Agreement.
- 2.15 “User Acknowledgement Form”** means the form signed by Government Subscriber’s Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement (Exhibit A).
- 3. DATA ACCESS SERVICES PROVIDED TO GOVERNMENT AGENCY.** Following execution of this Agreement by both parties, Government Subscriber will be offered access to the Court Records (including Court Documents) described in the Government Subscriber Access Chart, which is posted on the Policies & Notices.

4. AUTHORIZED ACCESS, USE, AND DISSEMINATION OF COURT DATA SERVICES AND COURT RECORDS LIMITED; TRAINING; VIOLATIONS; SANCTIONS.

4.1 Authorized Access to Court Data Services and Court Records.

4.1.1 Government Subscriber and Government Subscriber's Individual Users shall access only the Court Data Services and Court Records (including Court Documents) necessary for a Legitimate Governmental Business Need.

4.1.2 The access of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.1.3 Government Subscriber and Government Subscriber's Individual Users shall not access or attempt to access Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.2 Authorized Use of Court Data Services and Court Records.

4.2.1 Government Subscriber and Government Subscriber's Individual Users shall use the Court Data Services and Court Records (including Court Documents) accessed only for a Legitimate Governmental Business Need and according to the instructions provided in corresponding Policies & Notices or other materials.

4.2.2 The use of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.2.3 Government Subscriber and Government Subscriber's Individual Users shall not use or attempt to use Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.3 Dissemination of Court Records. Government Subscriber and Government Subscriber's Individual Users shall not share the Court Records (including Court Documents) accessed and data therefrom with third parties and other individuals other than as needed to further a Legitimate Governmental Business Need.

4.4 Training. Government Subscriber shall provide Government Subscriber's Individual Users training in the proper access, use, and dissemination of Court Records (including Court Documents).

4.5 Violations.

4.5.1 The access, use, or dissemination of Court Data Services or Court Records (including Court Documents) beyond what is necessary for a Legitimate

Governmental Business Need by Government Subscriber or Government Subscriber's Individual Users is a violation of this Agreement. The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal use is a violation of this Agreement.

4.5.2 Any violation pursuant to Clause 4.5.1, or any unauthorized or attempted access, use or dissemination of Court Data Services, Court Records or Court Documents by Government Subscriber or Government Subscriber's Individual Users shall be grounds for the Court to impose sanctions as described in Clause 4.6 and to terminate this Agreement without prior notice to Government Subscriber and/or Government Subscriber's Individual Users.

4.6 Sanctions.

4.6.1 Sanctions for a violation pursuant to Clause 4.5.1 may be imposed upon a Government Subscriber and/or Government Subscriber's Individual Users and may include the suspension of access or termination of access for Government Subscriber and/or Government Subscriber's Individual Users.

4.6.2 If the Court decides to terminate the access for Government Subscriber and/or Government Subscriber's Individual Users, the Court shall notify the affected party in writing. The termination shall be effective immediately. Prior notice to Government Subscriber and/or Government Subscriber's Individual Users is not required. Reinstatement of the access shall only be upon the written direction of the Court.

5. GUARANTEES OF CONFIDENTIALITY. Government Subscriber agrees:

5.1 To not disclose Court Confidential Information to any third party except where necessary to carry out the Government Subscriber's Legitimate Governmental Business Need as defined in this Agreement.

5.2 To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Government Subscriber's obligations under this Agreement.

5.3 To limit the use of and access to Court Confidential Information to Government Subscriber's Individual Users. Government Subscriber shall advise Government Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Government Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Government Subscriber's Individual Users shall sign the User Acknowledgment Form (Exhibit A) before accessing Court Data Services.

5.4 That, without limiting Clause 1 of this Agreement, the obligations of Government Subscriber and Government Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Government Subscriber.

- 5.5** That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Government Subscriber and Government Subscriber's Individual Users under this Agreement, such obligations of Government Subscriber and Government Subscriber's Individual Users are founded independently on the provisions of this Agreement.
- 5.6** That, a violation of Government Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Government Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Government Subscriber and/or Government Subscriber's Individual Users access to Court Data Services and Court Records (including Court Documents).
- 6. APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS.** Subscriber acknowledges and agrees:
- 6.1 Court Case Information Provided Under Legal Mandate.** When the Court is required to provide Government Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Government Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Government Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Government Subscriber's access to and use of Court Confidential Security and Activation Information.
- 6.2 Previously Disclosed Court Records and Court Documents.** Without limiting section 6.1, all Court Records and Court Documents disclosed to Government Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.
- 7. ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.**
- 7.1 Requirement to Advise Government Subscriber's Individual Users.** To affect the purposes of this Agreement, Government Subscriber shall advise each of Government Subscriber's Individual Users who are permitted to use and/or access Court Data Services and Court Records (including Court Documents) under this Agreement of the requirements and restrictions in this Agreement.
- 7.2 Required Acknowledgement by Government Subscriber's Individual Users.**
- 7.2.1** Government Subscriber shall require each of Government Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit A).
- 7.2.2** The User Acknowledgement Forms of current Government Subscriber's Individual Users must be obtained prior to submitting this Agreement to the

Court for approval and shall accompany the submission of this Agreement for approval.

7.2.3 Until the User Acknowledgement Form required in Clause 7.2.1 is signed, a Government Subscriber's Individual User is prohibited from accessing, using or disseminating Court Data Services and Court Records (including Court Documents). The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by a Government Subscriber's Individual User that has not completed a User Acknowledgement Form as required in Clause 7.2.1 is a violation of this Agreement.

7.2.4 Government Subscriber shall keep all such written User Acknowledgment Forms on file while this Agreement is in effect and for one (1) year following the termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such acknowledgements upon request to the Agency Account Manager.

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

8. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Government Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive Court Records (including Court Documents). SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Government Subscriber. These modifications shall be treated in all respects as their previous counterparts.

8.1 Court Data Services Programs. SCAO is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of SCAO and its licensors.

8.2 Court Data Services Databases. SCAO is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of SCAO and its licensors.

8.3 Marks. Government Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

8.4 Restrictions on Duplication, Disclosure, and Use.

8.4.1 Trade secret information of SCAO and its licensors will be treated by Government Subscriber in the same manner as Court Confidential

Information. In addition, Government Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Government Subscriber prior to Government Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Government Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

8.4.2 It will not be a violation of Clause 8.4 for Government Subscriber to make up to one (1) copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement.

8.4.3 Government Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Government Subscriber will advise Government Subscriber's Individual Users who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

8.5 Proprietary Notices. Government Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of SCAO and its licensors, or any part thereof, made available by SCAO or the Court, and Government Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Government Subscriber by SCAO or the Court, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

8.6 Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, made available by the Court and SCAO to Government Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Government Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration

materials, if any, and logon account information; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8.7 Reasonable Security Measures. The Court may add reasonable security measures including, but not limited to, a time-out feature, to Court Data Services Programs.

9. INJUNCTIVE RELIEF; LIABILITY. Government Subscriber acknowledges that the Court, SCAO, SCAO's licensors, and DCA will be irreparably harmed if Government Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Government Subscriber of its obligations. Therefore, Government Subscriber agrees that the Court, SCAO, SCAO's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Government Subscriber or Government Subscriber's Individual Users without the necessity of the Court, SCAO, SCAO's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Government Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Government Subscriber shall be liable to the Court, SCAO, SCAO's licensors, and DCA for reasonable attorney's fees incurred by the Court, SCAO, SCAO's licensors, and DCA in obtaining any relief pursuant to this Agreement.

10. COMPROMISE LIABILITY. Government Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Government Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Government Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.

11. AVAILABILITY. Specific terms of availability shall be established by the Court and set forth in the Policies & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Government Subscriber's approved Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Government Subscriber set forth in this section are in addition to the other obligations of the Government Subscriber set forth elsewhere in this Agreement.

12.1 Judicial Policy Statement. Government Subscriber agrees to comply with all policies identified in applicable Policies & Notices. Upon failure of the Government Subscriber to comply with such policies, the Court shall have the option of immediately suspending or terminating the Government Subscriber's Court Data Services on a temporary basis and/or immediately terminating this Agreement.

12.2 Access and Use; Log.

12.2.1 Government Subscriber shall be responsible for all access to and use of Court Data Services and Court Records (including Court Documents) by Government Subscriber's Individual Users or by means of Government Subscriber's equipment or passwords, whether or not Government Subscriber has knowledge of or authorizes such access and use.

12.2.2 Government Subscriber shall also maintain a log identifying all persons to whom Government Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Government Subscriber shall maintain such logs while this Agreement is in effect and for a period of one (1) year following termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such logs upon request.

12.2.3 Government Subscriber, through the Agency Account Manager, shall promptly notify the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted. Upon Government Subscriber's failure to notify the Court of these changes, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.2.4 The Court may conduct audits of Government Subscriber's logs and use of Court Data Services and Court Records (including Court Documents) from time to time. Upon Government Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.3 Personnel. Government Subscriber agrees to investigate (including conducting audits), at the request of the Court, allegations of misconduct pertaining to Government Subscriber's Individual Users having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records. Government Subscriber, through the Agency Account Manager, agrees to notify the Court of the results of such investigation, including any disciplinary actions, and of steps taken to prevent further misconduct. Government Subscriber agrees to reimburse the Court for costs to the Court for the investigation of improper use of Court Data Services, Court Records (including Court Documents), or trade secret information of the SCAO and its licensors.

13. FEES AND INVOICES. Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Government Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Government Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Government Subscriber and pursue all available legal remedies. Government Subscriber certifies that

funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

14. **MODIFICATION OF FEES.** SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty (30) days from the publication of the Policies & Notices. Government Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.
15. **WARRANTY DISCLAIMERS.**
 - 15.1 **WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.
 - 15.2 **ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.
16. **RELATIONSHIP OF THE PARTIES.** Government Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Government Subscriber nor the Court, SCAO, SCAO'S licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
17. **NOTICE.** Except as provided in Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Government Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.
18. **NON-WAIVER.** The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. **FORCE MAJEURE.** Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.
20. **SEVERABILITY.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Government Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Government Subscriber.
22. **GOVERNING LAW.** This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.
23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Government Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.
25. **MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Government Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Government Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (*see* section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Government Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement, intending to be bound thereby.

1. **GOVERNMENT SUBSCRIBER**
Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity (“Master Subscriber Agreement Signing Authority”), such as a council resolution, board authority or legally binding decision maker, and attach same as Exhibit B.

2. **THE COURT**

By _____
(SIGNATURE)

By _____
(SIGNATURE)

Date _____

Date _____

Name (typed) _____

Title **CIO/Director**

Title _____

**Information Technology
Division of State Court
Administration**

Office _____

Office _____

3. **Form and execution approved for Court by:**

By: _____
(SIGNATURE)

Title: **Staff Attorney - Legal Counsel Division**

Date: _____

User Acknowledgment Form

The Agency identified below that I work for has contracted with the Office of State Court Administration (the "Court") for the access and use of the Court's Records and Documents. Under that contract, the Agency is required to have employees, student attorneys and contractors sign the written acknowledgment below before they are permitted access.

I, _____, as an employee/student attorney/contractor of _____ ("the Agency"), state the following:

1. I have read and understand the requirements and restrictions in the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies between the Agency and the Court.
2. I understand that I am not to share my login and password information.
3. I shall access and use the Court Records and Court Documents provided for only "legitimate governmental business needs." I understand a "legitimate governmental business need" is limited to a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities that is required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
4. I shall not access or use Court Records or Court Documents for personal or non-official use or any use that is not a legitimate governmental business need as defined in paragraph 3, above.
5. I will not share Court Records or Court Documents with third parties other than as needed to further legitimate governmental business needs as defined in paragraph 3, above.
6. I understand that the Court is not liable for any Court Records or Court Documents not available due to computer or network malfunction, mistake or user error. The Court makes no warranties as to the completeness or accuracy of the Court Records and Court Documents provided.
7. I agree to notify the Court when I no longer work for the Agency or no longer have a legitimate governmental business need for Court Records and Court Documents. I agree to stop accessing court records and documents when this occurs.
8. I understand that should I violate paragraphs 3., 4., or 5., it would result in the suspension or termination of my access to Court Records and Documents, and may result in the suspension or termination of the access to Court Records and Documents by the Agency, and other civil and criminal liability.

Date: _____

By: _____
Employee/Student Attorney/Contractor for Agency

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 21-

A RESOLUTION APPROVING MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA COURT DATA SERVICES FOR GOVERNMENTAL AGENCIES AND GRANT SIGNING AUTHORITY TO THE MAYOR AND CITY CLERK

WHEREAS, the City of Grand Rapids, Minnesota, has subscribed to the Minnesota Court Data Services since 2016; and

WHEREAS, this services provides a more efficient court process in connection with civil, criminal, administrative, and arbitral proceeding in federal, state or local court.

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, approves the following:

- Master Subscriber Agreement for Minnesota Court Data Services
- Grant the Mayor and City Clerk signing authority

Adopted this 26th day of April, 2021.

Dale Christy, Mayor

Attest:

Kimberly Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1815 **Version:** 1 **Name:** GPZ Award AP 2021-2 Beacon Relocation Project
Type: Agenda Item **Status:** Consent Agenda
File created: 4/20/2021 **In control:** City Council
On agenda: 4/26/2021 **Final action:**
Title: Consider accepting quotes and authorize awarding the low quote to Vinco in the amount of \$76,270.00 for AP 2021-2 Beacon Relocation.

Sponsors:

Indexes:

Code sections:

Attachments: [GPZ Contract Award Memo 041921](#)

Date	Ver.	Action By	Action	Result
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Consider accepting quotes and authorize awarding the low quote to Vinco in the amount of \$76,270.00 for AP 2021-2 Beacon Relocation.

Background Information:

This project includes removal of the existing airport beacon and installation of a new beacon located near the old terminal building. This project will be funded 100 percent with dollars from the ARP Act and FAA/MnDot Aeronautics grant. The following quotes were received:

Vinco \$76,270.00
Parson Electric \$76,390.00
Neo Electrical Solutions \$77,325.00
Holden Electric Co. Inc \$82,440.00

Engineers Estimate \$79,400.00

Award is contingent on approval of FAA/MnDOT grant agreements.

Staff Recommendation:

Staff recommends accepting quotes and authorize awarding the low quote to Vinco in the amount of \$76,270.00 for AP 2021-2 Beacon Relocation.

Requested City Council Action

Make a motion accepting quotes and authorize awarding the low quote to Vinco in the amount of \$76,270.00 for AP 2021-2 Beacon Relocation.



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

FROM: Lindsay Reidt, PE

DATE: April 19, 2021

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

PROJECT SCOPE:

Competitive quotes were received for the 2021 Beacon Relocation and Replacement project at the Grand Rapids-Itasca County Airport. The project includes removal of the existing airport beacon and installation of a new beacon. The new beacon will be located near the old terminal building.

Quote RESULTS – 2021 Airport Crack Seal:

On Friday April 9, 2021, contractors submitted quotes for the 2021 project. The Engineer’s estimate for the project was \$79,400. Four (4) quotes were received, with the results as follows:

<u>Contractor</u>	<u>Bid Amount</u>
Vinco	\$76,270.00
Parsons Electric	\$76,390.00
Neo Electrical Solutions	\$77,325.00
Holden Electric Co., Inc.	\$82,440.00

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 Beacon Relocation and Replacement project to Vinco, contingent on reception of the FAA and 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 year’s federal and state grant:

2021 Beacon Relocation & Replacement (Vinco)	\$ 76,270.00
Engineering & Construction Administration (SEH)	\$ 30,600.00
Administration (City of Grand Rapids) (estimated)	\$ 2,500.00
TOTAL PROJECT COSTS (APPROX):	\$ 109,370.00

The eligible portions of the project are anticipated to fully funded by a 100 percent FAA grant. This is due to the recently passed stimulus American Rescue Plan Act (ARP Act), which granted \$8 billion in additional funding to the FAA to use to help communities fund airport improvement projects during FY2021. Your project will still be funded by entitlement dollars for 90 percent of the project and the ARP Act funds will cover the remaining 10 percent.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1819 **Version:** 1 **Name:** New Fire Hall Max Gray and TNT Change Order #5
Type: Agenda Item **Status:** Consent Agenda
File created: 4/22/2021 **In control:** City Council
On agenda: 4/26/2021 **Final action:**
Title: Consider approving Max Gray Construction Phase 2 New Fire Hall Change Order #005.
Sponsors:
Indexes:
Code sections:
Attachments: [Max Gray Construction Change Order #5](#)

Date	Ver.	Action By	Action	Result
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Consider approving Max Gray Construction Phase 2 New Fire Hall Change Order #005.

Background Information:

Max Gray Construction Phase 2 New Fire Hall Change Order #005 is related to required additional interior casework and occupancy fire separation detail work at the new Fire Hall in the amount of \$9211.29.

Staff Recommendation:

Staff recommends council approve Max Gray Construction Phase 2 New Fire Hall Change Order #005 in the amount of \$9211.29.

Requested City Council Action

Make a motion approving Max Gray Construction Phase 2 New Fire Hall Change Order #005 in the amount of \$9211.29.



CCO #005

ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S20020C - Grand Rapids Fire Department
11th Street SE
Grand Rapids, Minnesota 55744

Contract Change Order #005: CE #023 - Display Case | CE #025 - ASI #12 - Fire Separation Detail | CE #026 - ASI #13

CONTRACT COMPANY:	Max Gray Construction, Inc. 2501 5th Ave W Hibbing, Minnesota 55746	CONTRACT FOR:	SC-S20020C-005.WS 004 General Construction Phase 2 Max Gray
DATE CREATED:	4/05/2021	CREATED BY:	Angie Stahnke (ICS - Duluth, MN)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:	Mark Cobb (ICS - Park Rapids, MN)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	No Change Reason
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$9,211.29

DESCRIPTION:

CE #023 - Display Case

Please submit an itemized line proposal for the Display Case that is listed as Owner Provided

CE #025 - ASI #12 - Fire Separation Detail

ASI #12 detail release for the fire separation wall in the Office Area

CE #026 - ASI #13

Please submit an itemized line proposal for the changes associated with ASI #13 Release for the printer alcove and FRP locations

ATTACHMENTS:

2050-00-GR_FIRE_DEPT.NEW_SITE_PHASE_2-015-ASI_13_FRP_Location_Rm_120_and_Cabinets_for_Printer_Alcove-2021-04-01.pdf 2050-00-GR_FIRE_DEPT.NEW_SITE_PHASE_2-016-ASI_12_Fire_Separation_Detail-2021-03-30.pdf 20067 ASI 13 - Printer Alcove and FRP Location.pdf 20067 ASI 12 - Fire Separation Detail Addition.pdf 2050-00-GR_FIRE_DEPT.NEW_SITE_PHASE_2-011-ICS_CE_23_RFQ_009_Display_case-2021-03-10.pdf

CHANGE ORDER LINE ITEMS:**CCO #005**

#	Cost Code	Description	Type	Amount
1	A.-5.07 - WS 04 General Construction	Display Case	Other	\$ 4,943.95
2	A.-5.07 - WS 04 General Construction	ASI #12 - Fire Separation Detail	Other	\$ 795.47
3	A.-5.07 - WS 04 General Construction	ASI #13	Other	\$ 3,471.87
Subtotal:				\$9,211.29
Grand Total:				\$9,211.29



CCO #005

The original (Contract Sum)	\$ 643,500.00
Net change by previously authorized Change Orders	(\$15,992.50)
The contract sum prior to this Change Order was	\$ 627,507.50
The contract sum would be changed by this Change Order in the amount of	\$ 9,211.29
The new contract sum including this Change Order will be	\$ 636,718.79
The contract time will not be changed by this Change Order by 0 days	

ICS
 1331 Tyler Street NE, Suite
 101
 Minneapolis, Minnesota 55413

Max Gray Construction, Inc.
 2501 5th Ave W
 Hibbing Minnesota 55746

City of Grand Rapids
 420 North Pokegama Ave
 Grand Rapids Minnesota
 55744

City of Grand Rapids
 420 North Pokegama Ave
 Grand Rapids Minnesota
 55744

Mark Cobb

 SIGNATURE DATE
 4/22/2021

James Abrahamson

 SIGNATURE DATE
 4/5/2021

 SIGNATURE DATE

 SIGNATURE DATE



Project: 2050-00 - GR FIRE DEPT. NEW SITE PHASE 2
 104 SE 11TH ST.
 GRAND RAPIDS, Minnesota 55744

CHANGE EVENT #015 - ASI #13 FRP Location Rm 120 and Cabinets for Printer Alcove

Origin:
Date Created: 3/24/2021 **Created By:** Bryan Ross
Status: Open **Scope:** Out of Scope
Type: Owner Change **Change Reason:** Client Request
Description:
Attachments: [20210326 ASI 13 FRP and Printer Alcove casework proposal.pdf](#), [20067 ASI 13 - Printer Alcove and FRP Location.pdf](#)

CHANGE EVENT LINE ITEMS

Cost Code	Cost Type	Vendor / Contract	Revenue			Cost			Over/ Under	Budget Mod.
			ROM	Prime PCO	Latest Price	ROM	RFQ	Commit. Latest Cost		
12-3000 - Manufacture d Cabinets & Casework	Subcontractors	BENSON CABINETS & COUNTERTOPS 2050-00-2040	\$3,125.00		\$3,125.00	\$3,125.00		\$3,125.00	\$0.00	
Description: ASI #13										
90-3000 - General Mark-up	Other	Max Gray Construction, Inc.	\$312.50		\$312.50	\$312.50		\$312.50	\$0.00	
90-3005 - Bond - Mark- up	Other	Max Gray Construction, Inc.	\$34.37		\$34.37	\$34.37		\$34.37	\$0.00	

Cost Code	Cost Type	Vendor / Contract	Revenue				Cost				Over/ Under	Budget Mod.
			ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.	Latest Cost			
Grand Totals			\$3,471.87	\$0.00	\$3,471.87	\$3,471.87	\$0.00	\$0.00	\$3,471.87	\$0.00	\$0.00	\$0.00



Project: 2050-00 - GR FIRE DEPT. NEW SITE PHASE 2
 104 SE 11TH ST.
 GRAND RAPIDS, Minnesota 55744

CHANGE EVENT #016 - ASI # 12 Fire Separation Detail

Origin:
Date Created: 3/24/2021 **Created By:** Bryan Ross
Status: Open **Scope:** Out of Scope
Type: Owner Change **Change Reason:** Client Request

Description:
Attachments: [20067 ASI 12 - Fire Separation Detail Addition.pdf](#)

CHANGE EVENT LINE ITEMS

		Revenue				Cost					
Cost Code	Cost Type	Vendor / Contract	ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.	Latest Cost	Over/ Under	Budget Mod.
09-2500 - Gypsum Wallboard	Materials	Max Gray Construction, Inc.	\$50.00		\$50.00	\$50.00			\$50.00	\$0.00	
09-2500 - Gypsum Wallboard	Labor	Max Gray Construction, Inc.	\$304.00		\$304.00	\$304.00			\$304.00	\$0.00	
09-9000 - Painting	Subcontractors	REGIONAL CONTRACTING & PAINTIN 2050-00-2038	\$362.00		\$362.00	\$362.00			\$362.00	\$0.00	

Cost Code	Cost Type	Vendor / Contract	Revenue				Cost				Over/ Under	Budget Mod.
			ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.	Latest Cost	ROM		
90-3000 - General Mark-up	Other	Max Gray Construction, Inc.	\$71.60		\$71.60	\$71.60		\$71.60			\$0.00	\$0.00
90-3005 - Bond - Mark- up	Other	Max Gray Construction, Inc.	\$7.87		\$7.87	\$7.87		\$7.87			\$0.00	\$0.00
Grand Totals			\$795.47	\$0.00	\$795.47	\$795.47	\$0.00	\$795.47	\$0.00	\$0.00	\$0.00	\$0.00



Project: 2050-00 - GR FIRE DEPT. NEW SITE PHASE 2
 104 SE 11TH ST.
 GRAND RAPIDS, Minnesota 55744

CHANGE EVENT #011 - ICS CE#23 RFQ# 009 Display case

Origin:
Date Created: 3/5/2021 **Created By:** Bryan Ross
Status: Open **Scope:** Out of Scope
Type: Owner Change **Change Reason:** Client Request
Description: need a quot to supply and install display case. wood to be birch and color to match wood doors
Attachments: [20210309 GR Fire Hall Item 11 Display Case.pdf](#), [FW Office Doors color change.msg](#), [FW Display case.msg](#)

CHANGE EVENT LINE ITEMS

		Revenue				Cost					
Cost Code	Cost Type	Vendor / Contract	ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.	Latest Cost	Over/ Under	Budget Mod.
12-3000 - Manufacture d Cabinets & Casewk	Subcontractors	BENSON CABINETS & COUNTERTOPS 2050-00-2040	\$4,450.00		\$4,450.00	\$4,450.00			\$4,450.00	\$0.00	
Description: display case											
90-3000 - General Mark-up	Other	Max Gray Construction, Inc.	\$445.00		\$445.00	\$445.00			\$445.00	\$0.00	
90-3005 - Bond - Mark- up	Other	Max Gray Construction, Inc.	\$48.95		\$48.95	\$48.95			\$48.95	\$0.00	

Cost Code	Cost Type	Vendor / Contract	Revenue				Cost				Over/ Under	Budget Mod.
			ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.	Latest Cost			
Grand Totals			\$4,943.95	\$0.00	\$4,943.95	\$4,943.95	\$0.00	\$0.00	\$4,943.95	\$0.00	\$0.00	\$0.00



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1822 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 4/23/2021 **In control:** City Council
On agenda: 4/26/2021 **Final action:**
Title: Consider adopting amended City Council By-laws
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Consider adopting amended City Council By-laws

Background Information:

Following Council recommendations and review of changes, the Council By-laws have been updated.

Requested City Council Action

Make a motion adopting amended City Council By-laws



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	21-1823	Version:	1	Name:	New Fire Hall Max Gray Change Orders 003, 004, 006, TNT Change Order 005 and A-Z Electric Change Order 002
Type:	Agenda Item	Status:			Consent Agenda
File created:	4/23/2021	In control:			City Council
On agenda:	4/26/2021	Final action:			
Title:	Consider approving Max Gray Construction Phase 2 New Fire Hall Change Order #003, 004 and 006, TNT Construction Group LLC Phase 1 Change Order #005 and A-Z Electric Phase 2 Change Order #002.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	A-Z Change Order 002 Max Gray Change Order 003 Max Gray Change Order 006 Max Gray Change Order 004 TNT Change Order 005				

Date	Ver.	Action By	Action	Result
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Consider approving Max Gray Construction Phase 2 New Fire Hall Change Order #003, 004 and 006, TNT Construction Group LLC Phase 1 Change Order #005 and A-Z Electric Phase 2 Change Order #002.

Background Information:

Max Gray Construction Phase 2 New Fire Hall Change Order #003, 004 and 006 are related to required additional interior finish work, additional tracks for re-purposed overhead doors, alteration of re-purposed aluminum frame man doors and placement and removal of ground thaw equipment. TNT Construction Group LLC Phase 1 Change Order #005 is related to additional exterior concrete site work required for placement of exterior electrical equipment and trash enclosure. A-Z Electric Phase 2 Change Order #002 is related to installation of electrical power for temporary heating units. Total cost associated with all five change orders is \$46,647.73.

Staff Recommendation:

Facilities Maintenance Manager Nathan Morlan recommends council approve Max Gray Construction Phase 2 New Fire Hall Change Order #003, 004 and 006, TNT Construction Group LLC Phase 1 Change Order #005 and A-Z Electric Phase 2 Change Order#002 for the total amount of \$46,647.73.

Requested City Council Action

Make a motion approving Max Gray Construction Phase 2 New Fire Hall Change Order #003, 004 and 006, TNT Construction Group LLC Phase 1 Change Order #005 and A-Z Electric Phase 2 Change Order#002 for the total amount of \$46,647.73.



CCO #002

ICS
 1331 Tyler Street NE, Suite 101
 Minneapolis, Minnesota 55413
 Phone: (763) 354-2670
 Fax: (763) 780-2866

Project: S20020C - Grand Rapids Fire Department
 11th Street SE
 Grand Rapids, Minnesota 55744

Contract Change Order #002: CE #019 - Installation of Temporary Heating Power

CONTRACT COMPANY:	A - Z Electric 200 South Ave Marble, Minnesota 55764	CONTRACT FOR:	SC-S20020C-008:WS 007 Electrical A-Z Electric
DATE CREATED:	4/05/2021	CREATED BY:	Angie Stahnke (ICS - Duluth, MN)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:	Mark Cobb (ICS - Park Rapids, MN)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Field Work Order
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$781.46

DESCRIPTION:
 CE #019 - Installation of Temporary Heating Power
 Please submit an itemized line proposal for the work to be performed for installing and providing a pigtail for the Temporary heat units

ATTACHMENTS:
[Invoice_CLUP53_from_AZ_ELECTRIC_INC.pdf](#)

CHANGE ORDER LINE ITEMS:
CCO #002

#	Cost Code	Description	Type	Amount
1	A.-5.10 - WS 07 Electrical	Installation of Temporary Heating Power	Other	\$ 781.46
Subtotal:				\$781.46
Grand Total:				\$781.46

The original (Contract Sum)	\$ 299,997.00
Net change by previously authorized Change Orders	(\$1,156.50)
The contract sum prior to this Change Order was	\$ 298,840.50
The contract sum would be changed by this Change Order in the amount of	\$ 781.46
The new contract sum including this Change Order will be	\$ 299,621.96
The contract time will not be changed by this Change Order by 0 days	

ICS
 1331 Tyler Street NE, Suite 101
 Minneapolis, Minnesota 55413

A - Z Electric
 200 South Ave
 Marble Minnesota 55764

City of Grand Rapids
 420 North Pokegama Ave
 Grand Rapids Minnesota 55744

City of Grand Rapids
 420 North Pokegama Ave
 Grand Rapids Minnesota 55744

Mark Cobb
 SIGNATURE DATE
 4/22/2021

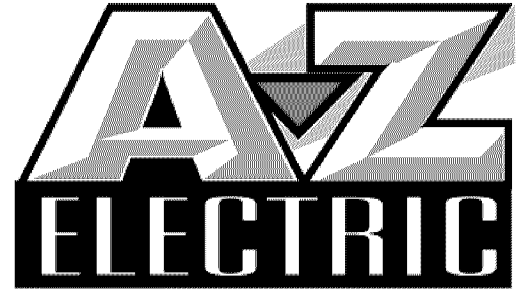
Ronald Brown
 SIGNATURE DATE
 4/5/2021

SIGNATURE DATE

SIGNATURE DATE

A-Z ELECTRIC INC
 PO BOX 361
 MARBLE, MN 55764 US
 (218) 256-1652
 bobbreen90@yahoo.com

Invoice



BILL TO

Grand Rapids Firehall Temp Heat

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
CLUP53	02/22/2021	\$781.46	03/24/2021	Net 30	

P.O. NUMBER

Extra Temp Heat

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
02/10/2021	Sales	provide wire , receptacle, midwest box, breaker, labor			781.46

10/4 S O Cord- 75ft 198.30, 50a outlet- 101.99 , P&S Plug 58.77, 30a
 Breaker-42.40, Labor 2hrs 2 men 380.00 = 781.46

BALANCE DUE

\$781.46

**CCO #003**

ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S20020C - Grand Rapids Fire Department
11th Street SE
Grand Rapids, Minnesota 55744

Contract Change Order #003: CE #017 - Set Up and Tear Down of Ground Thaw Units

CONTRACT COMPANY:	Max Gray Construction, Inc. 2501 5th Ave W Hibbing, Minnesota 55746	CONTRACT FOR:	SC-S20020C-005:WS 004 General Construction Phase 2 Max Gray
DATE CREATED:	4/05/2021	CREATED BY:	Angie Stahnke (ICS - Duluth, MN)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:	Mark Cobb (ICS - Park Rapids, MN)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Field Work Order
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$10,329.59

DESCRIPTION:

CE #017 - Set Up and Tear Down of Ground Thaw Units

Please submit Field Work Orders with Signatures from both parties for the labor hours and material provided for setting up as well as putting away Ground Thaw Units, Blankets, and Plastic.

ATTACHMENTS:

2050-00-GR_FIRE_DEPT.NEW_SITE_PHASE_2-008-ICS_CE_3_17_RFQ_5_Setup_Teardown_ground_thaw_units-2021-03-01.pdf

CHANGE ORDER LINE ITEMS:**CCO #003**

#	Cost Code	Description	Type	Amount
1	A.-5.07 - WS 04 General Construction	Set Up and Tear Down of Ground Thaw Units	Other	\$ 10,329.59
Subtotal:				\$10,329.59
Grand Total:				\$10,329.59

The original (Contract Sum)	\$ 643,500.00
Net change by previously authorized Change Orders	(\$35,864.47)
The contract sum prior to this Change Order was	\$ 607,635.53
The contract sum would be changed by this Change Order in the amount of	\$ 10,329.59
The new contract sum including this Change Order will be	\$ 617,965.12
The contract time will not be changed by this Change Order by 0 days	

ICS
1331 Tyler Street NE, Suite
101
Minneapolis, Minnesota 55413

Max Gray Construction, Inc.
2501 5th Ave W
Hibbing Minnesota 55746

City of Grand Rapids
420 North Pokegama Ave
Grand Rapids Minnesota
55744

City of Grand Rapids
420 North Pokegama Ave
Grand Rapids Minnesota
55744

Mark Cobb

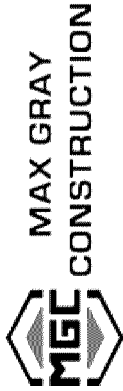
SIGNATURE DATE
4/22/2021

James Abrahamson

SIGNATURE DATE
4/22/2021

SIGNATURE DATE

SIGNATURE DATE



Project: 2050-00 - GR FIRE DEPT. NEW SITE PHASE 2
 104 SE 11TH ST.
 GRAND RAPIDS, Minnesota 55744

CHANGE EVENT #008 - ICS CE 3 17 RFQ #5 Setup Teardown ground thaw units

Origin:
Date Created: 2/23/2021 **Created By:** Bryan Ross
Status: Open **Scope:** Out of Scope
Type: Owner Change **Change Reason:** Client Request

Description:
Attachments: [move_ground_thawer_2-25.pdf](#), [2021_03_01_09_54_52.pdf](#)

CHANGE EVENT LINE ITEMS

Cost Code	Cost Type	Vendor / Contract	Revenue			Cost			Over/ Under	Budget Mod.
			ROM	Prime PCO	Latest Price	ROM	RFQ	Commit. Latest Cost		
01-9101 - Ground Thawing	Labor	Max Gray Construction, Inc.	\$8,702.00		\$8,702.00	\$8,702.00		\$8,702.00		\$0.00
01-9101 - Ground Thawing	Materials	Max Gray Construction, Inc.	\$595.56		\$595.56	\$595.56		\$595.56		\$0.00
90-3000 - General Markup	Other		\$929.76		\$929.76	\$929.76		\$929.76		\$0.00
90-3005 - Bond - Markup	Other		\$102.27		\$102.27	\$102.27		\$102.27		\$0.00
Grand Totals			\$10,329.59	\$0.00	\$10,329.59	\$10,329.59	\$0.00	\$10,329.59	\$0.00	\$0.00

**CCO #006**

ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S20020C - Grand Rapids Fire Department
11th Street SE
Grand Rapids, Minnesota 55744

Contract Change Order #006: CE #030 - Overhead Door Tracks | CE #036 - Aluminum Entrance Bulk Head

CONTRACT COMPANY: Max Gray Construction, Inc. 2501 5th Ave W Hibbing, Minnesota 55746	CONTRACT FOR: SC-S20020C-005.WS 004 General Construction Phase 2 Max Gray
DATE CREATED: 4/22/2021	CREATED BY: Angie Stahnke (ICS - Duluth, MN)
CONTRACT STATUS: Pending - In Review	REVISION: 0
REQUEST RECEIVED FROM:	LOCATION:
DESIGNATED REVIEWER: Mark Cobb (ICS - Park Rapids, MN)	REVIEWED BY:
DUE DATE:	REVIEW DATE:
INVOICED DATE:	PAID DATE:
REFERENCE:	CHANGE REASON: Design Development
PAID IN FULL: No	EXECUTED: No
ACCOUNTING METHOD: Amount Based	SCHEDULE IMPACT: 0 days
FIELD CHANGE: No	TOTAL AMOUNT: \$18,457.70

DESCRIPTION:

CE #030 - Overhead Door Tracks

Please submit itemized line pricing for the overhead doors

CE #036 - Aluminum Entrance Bulk Head

Please submit line item pricing on the change in work for the entrance sizing on the west end of the building

ATTACHMENTS:

[2050-00-GR_FIRE_DEPT.NEW_SITE_PHASE_2-020-Door_112C_opeing_too_small-2021-04-20 112C.pdf](#) [Scan_0001.pdf](#) [revised OH door and track itemized.pdf](#)

CHANGE ORDER LINE ITEMS:**CCO #006**

#	Cost Code	Description	Type	Amount
1	A.-5.07 - WS 04 General Construction	Overhead Door Tracks	Other	\$ 17,700.00
2	A.-5.07 - WS 04 General Construction	Aluminum Entrance Bulk Head	Other	\$ 757.70
Subtotal:				\$18,457.70
Grand Total:				\$18,457.70

The original (Contract Sum)	\$ 643,500.00
Net change by previously authorized Change Orders	(\$6,781.21)
The contract sum prior to this Change Order was	\$ 636,718.79
The contract sum would be changed by this Change Order in the amount of	\$ 18,457.70
The new contract sum including this Change Order will be	\$ 655,176.49
The contract time will not be changed by this Change Order by 0 days	



CCO #006

ICS
1331 Tyler Street NE, Suite
101
Minneapolis, Minnesota 55413

Max Gray Construction, Inc.
2501 5th Ave W
Hibbing Minnesota 55746

City of Grand Rapids
420 North Pokegama Ave
Grand Rapids Minnesota
55744

City of Grand Rapids
420 North Pokegama Ave
Grand Rapids Minnesota
55744

Mark Cobb

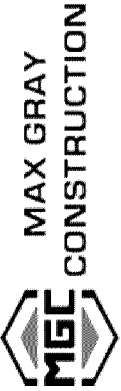
SIGNATURE DATE
4/22/2021

James Abrahamson

SIGNATURE DATE
4/22/2021

SIGNATURE DATE

SIGNATURE DATE



Project: 2050-00 - GR FIRE DEPT. NEW SITE PHASE 2
 104 SE 11TH ST.
 GRAND RAPIDS , Minnesota 55744

CHANGE EVENT #020 - Door 112C opeing too small

Origin: Bryan Ross
Date Created: 4/20/2021
Status: Open
Type: Owner Change
Description:
Attachments: [Scan_0001.pdf](#)
Created By: Bryan Ross
Scope: Out of Scope
Change Reason: Design Development

CHANGE EVENT LINE ITEMS

Budget Code	Vendor / Contract	Revenue				Cost				Over/ Under	Budget Mod.
		ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.	Latest Cost			
08-4000.SUB	ANDERSON GLASS CO INC 2050-00-2034	\$682.00		\$682.00	\$682.00			\$682.00		\$0.00	
90-3000.OTH	Max Gray Construction, Inc.	\$68.20		\$68.20	\$68.20			\$68.20		\$0.00	
90-3005.OTH	Max Gray Construction, Inc.	\$7.50		\$7.50	\$7.50			\$7.50		\$0.00	
Grand Totals		\$757.70	\$0.00	\$757.70	\$757.70	\$0.00	\$0.00	\$757.70	\$0.00	\$0.00	\$0.00

Anderson Glass Company, Inc.

816 NW 4th Street
Grand Rapids, MN 55744
(218) 326-0331 • Fax (218) 326-3641

April 14, 2021

Re: GR Fire Hall

Bryan,

It has come to our attention that the pre-cast width for door #112C is too narrow for the frame/glass that we are supposed to be re-using from the existing fire hall. Also, we were planning on cutting the whole transom off but the opening is taller than that so we will have to cut the existing transom down as well and order new glass for that. The price breakdown is as follows:

Labor to cut down frame	\$200.00
Material (new glass)	\$420.00
OH&P	<u>\$ 62.00</u>
TOTAL ADD	<u>\$682.00</u>

Chris Stanley



DOORCO

4871 RICE LAKE RD.
Duluth, MN 55803

T: 218-349-3715
F: 218-461-3715

COR #2 4-5-21

DATE: April 5, 2021

PROJECT: CITY OF GRAND RAPIDS - NEW FIRE HALL 2020

WORK SCOPE #4

DESCRIPTION		AMOUNT
083313 COILING COUNTER DOOR: , (1) 4-8 X 4-8 CORNELL COUNTER DOOR ANODIZED ALUMINUM, CRANK OPERATED, KEYED LOCK ON BOTH SIDES		
083613 SECTIONAL DOORS: (14) 14-2 X 14 CLOPAY MODEL 3720, WHITE COLOR , FULL ROW OF 24 X 12 INSULATED WINDOWS WITH BLACK FRAMES 3 RD SECTION, 3" HIGH LIFT TRACK, 65,000 CYCLE SPRINGS, WEATHER SEALS		
REMOVE (5) DOORS (RED COLOR) AND OPERATORS FROM OLD FIRE HALL AND RE-INSTALL IN NEW BUILDING.		
	EXISTING CONTRACT	\$105,000.00
ASI #8 REMOVE DOOR 124B (OWNERS DOOR) "LABOR ONLY"	CREDIT:	-\$1,000.00
	REVISED CONTRACT	\$104,000.00
HIGH LIFT KIT FOR EXISTING STANDARD LIFT DOORS AND OPERATORS 4 SETS/PAIRS (8) 72" LEFT AND RIGHT HIGH LIFT TRACK EXTENSIONS (8) HIGH LIFT REVERSE ANGLE HARDWARE KITS (8) 6" X 35" X .343 TORSION SPRINGS (8 TOTAL) (8) EXTENDED KEYED SOLID SHAFTS FOR SIDE MOUNT MOTORS (8) HIGH LIFT CABLE DRUMS (8) HIGH LIFT HEAD PLATE BEARINGS (8) 7 X 7 .125 X 26' TORSION CABLE (8) SPRING BUMPERS (4) SAFETY EDGE KITS AND COIL CORDS (4) H753 L5 SIDEMOUNT OPERATORS, LIFTMASTER 3/4HP OPS EXTRA LABOR TO INSTALL EXTRA MATERIAL AND HIGH LIFT EQUIPMENT		\$17,700.00

"ALL ELECTRICAL BY OTHERS"

BID PER AVAILABLE PLANS AND SPEC'S
FURNISH AND INSTALL COMPLETE ON PREPARED OPENINGS

ALL MATERIAL AND LABOR GUARANTEED AS SPECIFIED
PRICES SUBJECT TO CHANGE AFTER 60 DAYS

BY: DEAN LIPE
dean@doorco.us

ACCEPTED:
DATE:

**CCO #004**

ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S20020C - Grand Rapids Fire Department
11th Street SE
Grand Rapids, Minnesota 55744

Contract Change Order #004: CE #021 - Furr out Walls in Training Room | CE #022 - FRP in Janitor Closet

CONTRACT COMPANY:	Max Gray Construction, Inc. 2501 5th Ave W Hibbing, Minnesota 55746	CONTRACT FOR:	SC-S20020C-005.WS 004 General Construction Phase 2 Max Gray
DATE CREATED:	4/05/2021	CREATED BY:	Angie Stahnke (ICS - Duluth, MN)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:	Mark Cobb (ICS - Park Rapids, MN)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	No Change Reason
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$9,542.38

DESCRIPTION:

CE #021 - Furr out Walls in Training Room
Please submit an itemized line pricing for Furring out the walls in the training room

CE #022 - FRP in Janitor Closet
Please submit an itemized line proposal for adding FRP into the Janitor closet

ATTACHMENTS:

[2050-00-GR_FIRE_DEPT.NEW_SITE_PHASE_2-013-FRP_Custodial_120-2021-03-09.pdf](#) [2050-00-GR_FIRE_DEPT.NEW_SITE_PHASE_2-012-Furr_remaining_walls_in_Rm_112_Training_Room-2021-03-09.pdf](#)

CHANGE ORDER LINE ITEMS:**CCO #004**

#	Cost Code	Description	Type	Amount
1	A.-5.07 - WS 04 General Construction	Furr out Walls in Training Room	Other	\$ 8,922.44
2	A.-5.07 - WS 04 General Construction	FRP in Janitor Closet	Other	\$ 619.94
Subtotal:				\$9,542.38
Grand Total:				\$9,542.38

The original (Contract Sum)	\$ 643,500.00
Net change by previously authorized Change Orders	(\$25,534.88)
The contract sum prior to this Change Order was	\$ 617,965.12
The contract sum would be changed by this Change Order in the amount of	\$ 9,542.38
The new contract sum including this Change Order will be	\$ 627,507.50
The contract time will not be changed by this Change Order by 0 days	



CCO #004

ICS
1331 Tyler Street NE, Suite
101
Minneapolis, Minnesota 55413

Max Gray Construction, Inc.
2501 5th Ave W
Hibbing Minnesota 55746

City of Grand Rapids
420 North Pokegama Ave
Grand Rapids Minnesota
55744

City of Grand Rapids
420 North Pokegama Ave
Grand Rapids Minnesota
55744

Mark Cobb

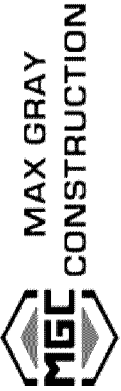
SIGNATURE DATE
4/22/2021

James Abrahamson

SIGNATURE DATE
4/5/2021

SIGNATURE DATE

SIGNATURE DATE



Project: 2050-00 - GR FIRE DEPT. NEW SITE PHASE 2
 104 SE 11TH ST.
 GRAND RAPIDS, Minnesota 55744

CHANGE EVENT #013 - FRP Custodial 120

Origin:
Date Created: 3/9/2021 **Created By:** Bryan Ross
Status: Open **Scope:** Out of Scope
Type: Transfer **Change Reason:** Design Development
Description:
Attachments: [DOC030921.pdf](#)

CHANGE EVENT LINE ITEMS

Cost Code	Cost Type	Vendor / Contract	Revenue			Cost			Over/ Under	Budget Mod.
			ROM	Prime PCO	Latest Price	ROM	RFQ	Commit. Latest Cost		
Description: FRP rm 120		Max Gray Construction, Inc.	\$237.00		\$237.00	\$237.00			\$0.00	
		Max Gray Construction, Inc.	\$321.00		\$321.00	\$321.00			\$0.00	
90-3000 - General Mark-up	Other	Max Gray Construction, Inc.	\$55.80		\$55.80	\$55.80			\$0.00	

Cost Code	Cost Type	Vendor / Contract	Revenue				Cost				Over/ Under	Budget Mod.	
			ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.	Latest Cost				
90-3005 - Bond - Mark- up	Other	Max Gray Construction, Inc.	\$6.14		\$6.14	\$6.14		\$6.14			\$6.14	\$0.00	\$0.00
Grand Totals			\$619.94	\$0.00	\$619.94	\$619.94	\$0.00	\$619.94	\$0.00	\$0.00	\$619.94	\$0.00	\$0.00



Project: 2050-00 - GR FIRE DEPT. NEW SITE PHASE 2
 104 SE 11TH ST.
 GRAND RAPIDS, Minnesota 55744

CHANGE EVENT #012 - Furr remaining walls in Rm 112 Training Room

Origin:
Date Created: 3/9/2021 **Created By:** Bryan Ross
Status: Open **Scope:** Out of Scope
Type: Owner Change **Change Reason:** Client Request
Description: Furr and rock RM 112 wall type 2A
Attachments: [DOC030921.pdf](#), [Grand Rapids Fire Hall Extra Taping.doc](#)

CHANGE EVENT LINE ITEMS

Cost Code	Cost Type	Vendor / Contract	Revenue			Cost			Over/ Under	Budget Mod.
			ROM	Prime PCO	Latest Price	ROM	RFQ	Latest Cost		
09-9000 - Painting	Subcontractors	REGIONAL CONTRACTING & PAINTIN 2050-00-2038	\$3,480.00		\$3,480.00	\$3,480.00		\$3,480.00	\$0.00	
Description: Tape room 112										
09-2500 - Gypsum Wallboard	Labor	Max Gray Construction, Inc.	\$1,238.00		\$1,238.00	\$1,238.00		\$1,238.00	\$0.00	
Description: Furr/Sheetrock rm 112										

Cost Code	Cost Type	Vendor / Contract	Revenue				Cost				Over/ Under	Budget Mod.
			ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.	Latest Cost			
09-2500 - Gypsum Wallboard	Materials	Max Gray Construction, Inc.	\$1,144.00	\$1,144.00	\$1,144.00	\$1,144.00				\$1,144.00	\$0.00	
Description: Furr/Sheetrock rm 112												
09-2400 - Metal Framing	Labor	Max Gray Construction, Inc.	\$2,169.00	\$2,169.00	\$2,169.00	\$2,169.00				\$2,169.00	\$0.00	
Description: Furr/Sheetrock rm 112												
90-3000 - General Mark-up	Other	Max Gray Construction, Inc.	\$803.10	\$803.10	\$803.10	\$803.10				\$803.10	\$0.00	
Description: Furr/Sheetrock rm 112												
90-3005 - Bond - Mark- up	Other	Max Gray Construction, Inc.	\$88.34	\$88.34	\$88.34	\$88.34				\$88.34	\$0.00	
Description: Furr/Sheetrock rm 112												
Grand Totals			\$8,922.44	\$8,922.44	\$8,922.44	\$8,922.44	\$0.00	\$0.00	\$0.00	\$8,922.44	\$0.00	\$0.00

**CCO #005**

ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S20020C - Grand Rapids Fire Department
11th Street SE
Grand Rapids, Minnesota 55744

Contract Change Order #005: CE #034 - Concrete Pads and Trash Enclosure

CONTRACT COMPANY: TNT Construction Group, LLC 40 County Road 63 Grand Rapids, Minnesota 55744	CONTRACT FOR: SC-S20020C-002:WS 001- Civil & Cast in Place Concrete - TNT
DATE CREATED: 4/22/2021	CREATED BY: Angie Stahnke (ICS - Duluth, MN)
CONTRACT STATUS: Pending - In Review	REVISION: 0
REQUEST RECEIVED FROM:	LOCATION
DESIGNATED REVIEWER: Mark Cobb (ICS - Park Rapids, MN)	REVIEWED BY:
DUE DATE:	REVIEW DATE:
INVOICED DATE:	PAID DATE:
REFERENCE:	CHANGE REASON: Design Development
PAID IN FULL: No	EXECUTED: No
ACCOUNTING METHOD: Unit/Quantity Based	SCHEDULE IMPACT: 0 days
FIELD CHANGE: No	TOTAL AMOUNT: \$7,536.60

DESCRIPTION:

CE #034 - Concrete Pads and Trash Enclosure
Please provide line item pricing for the trash enclosure and concrete pads

ATTACHMENTS:

[Supplemental Agreement CE #034 - Concrete Pads and Trash Enclosure.pdf](#)

CHANGE ORDER LINE ITEMS:**CCO #005**

#	Cost Code	Description	Type	Quantity	Units	Unit Cost	Subtotal
1	A.-5.04 - WS 01 Civil/Concrete	Concrete Pads and Trash Enclosure	Other	0.0	Is	\$0.00	\$7,536.60
Subtotal:							\$7,536.60
Grand Total:							\$7,536.60

The original (Contract Sum)	\$ 1,698,000.00
Net change by previously authorized Change Orders	(\$135,431.60)
The contract sum prior to this Change Order was	\$ 1,562,568.40
The contract sum would be changed by this Change Order in the amount of	\$ 7,536.60
The new contract sum including this Change Order will be	\$ 1,570,105.00
The contract time will not be changed by this Change Order by 0 days	

ICS
1331 Tyler Street NE, Suite
101
Minneapolis, Minnesota 55413

TNT Construction Group,
LLC
40 County Road 63
Grand
Rapids Minnesota 55744

City of Grand Rapids
420 North Pokegama Ave
Grand Rapids Minnesota
55744

City of Grand Rapids
420 North Pokegama Ave
Grand Rapids Minnesota
55744

Mark Cobb

SIGNATURE DATE
4/22/2021

Dominic Ellison

SIGNATURE DATE
4/22/2021

SIGNATURE DATE

SIGNATURE DATE



SUPPLEMENTAL AGREEMENT

GENERAL CONTRACTOR: ICS

DATE: 4/16/2021

PROJECT: Grand Rapids Fire Hall Phase 1

PROJECT OWNER: City of Grand Rapids

AGGREEMENT #: CE #034 - Concrete Pads and Trash Enclosure

DESCRIPTION:

Add for transformer pad and generator pad from plan sheet dated 8/28/2020 from ONE and added costs for the modifications made to the trash enclosure pad and fencing.

NET ADD OR DEDUCT: __\$7,536.60_____

ORDERED BY: _____ DATE: _____
 (Owner or Approved Representative)

ACCEPTED BY: Dominic Ellison DATE: 4/16/2021
 (TNT Construction Group LLC.)

CHANGE ORDER

Project Location	GRAND RAPIDS MN		
Local Agency	City of Grand Rapids	Local Project No.	C.P. NO. 2020/FD-1
Contractor	TNT Construction Group, LLC	Contract No.	2020/FD-1
Address/City/State/Zip	40 County Road 63 / Grand Rapids / MN / 55744		
Total Change Order Amount \$	\$4,850.60		

Change from 7" concrete to 6" concrete for the newly proposed dumpster pad. Enclosure changed from one 12' gate to one 3' man gate and one 10' double swing gate.

Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)					
Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
2301.504	CONCRETE PAVEMENT 7.0"	SQ YD	(\$79.00)	14	(\$1,106.00)
2301.504	CONCRETE PAVEMENT 6" (P)	S Y	\$205.40	29	\$5,956.60
Net Change this Change Order					\$4,850.60

Due to this change, the contract time: (check one)	
<input checked="" type="checkbox"/> Is NOT changed	<input type="checkbox"/> May be revised as provided in MnDOT Specification 1806
Number of Working Days Affected by this Contract Change: NA	Number of Calendar Days Affected by this Contract Change: NA

Approved by Project Engineer:

Date:

Print Name:

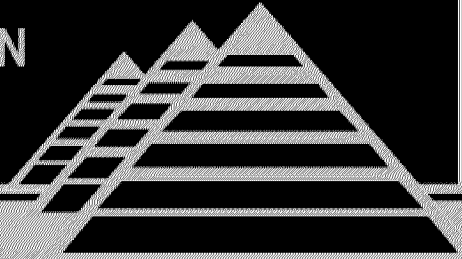
Phone:

Approved by Contractor:

Date:

Print Name: Dominic Ellison

Phone: 218.244.4166

TNT**CONSTRUCTION
GROUP LLC**

Grand Rapids, MN (218) 326 • 4184

PROPOSAL**Date: 4-7-2021****To: ICS****Attn: Mark Cobb****Project: Grand Rapids Fire Hall****Location: Grand Rapids, MN**

Item	Description	Total
1	Labor	\$1,296.00
2	concrete	\$850.00
3	Forms	\$330.00
4	Rebar	\$210.00
TOTAL LUMP SUM PRICE		\$2,686.00

Notes:

Price includes labor and material for

Generator pad 15'x6'6"

Transformer pad 13'x6'8"

Date: _____

Mitch Witkofsky Project Manager

mitch@hammerlundconstruction.com

Cell:218-244-1923 Office:218-326-1881

**** UNION CONTRACTOR**



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1827 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 4/23/2021 **In control:** City Council
On agenda: 4/26/2021 **Final action:**
Title: Consider adopting a resolution approving an application by Itasca County to the Minnesota Department of Employment and Economic Development (DEED) Cleanup grant program

Sponsors:

Indexes:

Code sections:

Attachments: [Resolution approving Itasca County DEED Cleanup Grant Application](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution approving an application by Itasca County to the Minnesota Department of Employment and Economic Development (DEED) Cleanup grant program

Background Information:

Itasca County is applying to DEED for a cleanup grant to cover a portion of the cost to remove underground contaminants within the footprint of the new jail facility. The DEED program requires the City to approve this application by resolution.

Requested City Council Action

Pass a motion adopting a resolution approving an application by Itasca County to the Minnesota Department of Employment and Economic Development (DEED) Cleanup grant program

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

RESOLUTION NO. 21-__

**A RESOLUTION APPROVING ITASCA COUNTY'S GRANT APPLICATION TO THE DEED
CONTAMINATION CLEANUP PROGRAM**

BE IT RESOLVED that the city of Grand Rapids has approved the Contamination Cleanup grant application submitted to the Department of Employment and Economic Development (DEED) _____ (Date), by Itasca County. for the Itasca County Jail Expansion site.

Adopted by the Council this 26th day of April, 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.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1812 **Version:** 1 **Name:** Board & Commission Minutes
Type: Minutes **Status:** Approved
File created: 4/20/2021 **In control:** City Council
On agenda: 4/26/2021 **Final action:**
Title: Review and acknowledge minutes for Boards & Commissions
Sponsors:
Indexes:
Code sections:
Attachments: [September 8, 2020 - Human Rights Minutes](#)
[September 30, 2020 - Human Rights Minutes](#)
[October 28, 2020 - Human Rights Minutes](#)
[November 25, 2020 - Human Rights Minutes](#)
[December 30, 2020 - Human Rights Minutes](#)
[January 27, 2021 - Human Rights Minutes](#)
[March 10, 2021 - Library Board Minutes](#)
[March 16, 2021 Pokegama Golf Board Minutes](#)
[March 30, 2021 Pokegama Golf Board Minutes](#)

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

CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION

CALL TO ORDER: Pursuant to due notice and call thereof a special meeting of the Grand Rapids Human Rights Commission was held via conference call in Council Chambers, Grand Rapids City Hall, Grand Rapids, Minnesota, on Wednesday, September 08, 2020 at 4:00 p.m.

CALL OF ROLL: On a Call of Roll, the following members were present: Commissioners: Moren, Lopez-Cortes, Erickson, Ensley, Hodgson, Friesen, Learmont. Absent: Commissioners: Connelly, Stoll.

Staff: Chad Sterle

CALL TO ORDER: Chair Moren called the meeting to order at 4:07 p.m.

NEW BUSINESS:

- Update on “SEEN” project.
 - Original amount requested for donation from the HRC was \$4,500.
 - Kootasca is going to donate \$300
 - Blandin Foundation will donate \$1,000 to MacRostie
 - The new requested amount from the HRC is \$3,200.
 - Work group: Lopez-Cortes, Erickson, Friesen.

Motion by Commissioner Learmont, second by Commissioner Hodgson to approve \$3,200 sponsorship for event “SEEN” at the MacRostie Art Center. Motion passed by unanimous vote.

There being no further business, the meeting adjourned at 4:16 PM.

Respectfully submitted: Janell Hecimovich, Administrative Assistant

CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION

CALL TO ORDER: Pursuant to due notice and call thereof a meeting of the Grand Rapids Human Rights Commission was held via conference call in Council Chambers, Grand Rapids City Hall, Grand Rapids, Minnesota, on Wednesday, September 30, 2020 at 4:00 p.m.

CALL OF ROLL: On a Call of Roll, the following members were present: Commissioners: Moren, Lopez-Cortes, Erickson, Hodgson, Friesen, Learmont, Connelly, and Stoll. Absent: Commissioners: Ensley.

Staff: Chad Sterle, Janell Hecimovich

CALL TO ORDER: Chair Moren called the meeting to order at 4:03 p.m.

SETTING AGENDA:

Motion by Commissioner Erickson, second by Commissioner Connelly to approve the agenda as presented. Motion passed by unanimous vote.

NEW BUSINESS:

- Election of Officers:
 - **Chair – Commissioner Friesen – Motioned by Commissioner Stoll, second by Commissioner Connelly**
 - **Vice Chair – Commissioner Lopez-Cortez – Motioned by Commissioner Erickson, second by Commissioner Stoll.**
- Update on Reif Event
- Review/discuss 2021 HRC Workplan
 - New budget work group: Connelly, Erickson, Learmont.
- Update on “SEEN” work group.
 - “SEEN” work group: Lopez-Cortes, Erickson, Friesen.

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

Respectfully submitted: Janell Hecimovich, Administrative Assistant

CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION

CALL TO ORDER: Pursuant to due notice and call thereof a regular meeting of the Grand Rapids Human Rights Commission was held via Conference call in Council Chambers, Grand Rapids City Hall, Grand Rapids, Minnesota, on Wednesday, October 28, 2020 at 4:00 p.m.

CALL OF ROLL: On a Call of Roll, the following members were present: Commissioners Stoll, Hodgson, Connelly, Erickson, Ensley, Lopez-Cortes, Friesen, Learmont. Absent: Commissioner Moren.

Staff: Janell Hecimovich, Chad Sterle

CALL TO ORDER: Chair Friesen called the meeting to order at 4:01 p.m.

SETTING AGENDA:

Motion by Commissioner Connelly, second by Commissioner Hodgson to approve the agenda. Motion passed by unanimous vote.

APPROVAL OF MINUTES:

The following corrections were requested:

- Add more information about election of officers

Motion by Commissioner Stoll, second by Commissioner Connelly to approve minutes for September 30, 2020 as amended. Motion passed by unanimous vote.

FINANCIALS:

Review of financials; \$4,300.

CIRCLE OF HEALING:

No update.

BIG VIEW UPDATE:

No update.

OLD BUSINESS:

- 1) Update on "SEEN" There was a link regarding this sent out for a meeting that was held 10/28/20 as an update.

NEW BUSINESS:

- 1) IT Dept – Reviewed the use of using GoTo Webinar. Update on Commissioners email address'.
- 2) Commissioner on-boarding, training, and education: Information was reviewed.
- 3) Review and discuss demographic data: This information was closely related to the 2020-2021 Work Plan review and discussion was added to Work Plan.
- 4) Review and discuss 2020-2021 Draft Work Plan: It was discussed that all commissioners look through the draft work plan on their own time and submit comments or changes to Janell by November 11, 2020. Janell will take all comments, compile them, and send them out to the working group. Then the working group will update the draft.

CALLS/COMPLAINTS/INQUIRIES:

Friesen was contacted by an individual regarding someone on the autistic spectrum being removed from the DMV.

ITEMS FOR NEXT AGENDA:

NEW BUSINESS:

- Looking over more finalized working draft – ready for discussion version of working draft.
- Discussion on website
- Update on “Colored Lines”

OLD BUSINESS:

- SEEN Update
- High School Exhibit Update

There being no further business, the meeting adjourned at 5:11 PM.

Respectfully submitted: Janell Hecimovich, Administrative Assistant

CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION

CALL TO ORDER: Pursuant to due notice and call thereof a regular meeting of the Grand Rapids Human Rights Commission was held in Council Chambers, Grand Rapids City Hall, Grand Rapids, Minnesota, on Wednesday, November 25, 2020 at 4:00 p.m.

CALL OF ROLL: On a Call of Roll, the following members were present: Commissioners Learmont, Stoll, Hodgson, Lopez-Cortes, Friesen, Connelly, Moren, Erickson, Ensley. Absent: None.

Staff: Chad Sterle, Erik Scott, Janell Hecimovich

CALL TO ORDER: Chair Friesen called the meeting to order at 4:00 p.m.

SETTING AGENDA:

Motion by Commissioner Stoll, second by Commissioner Connelly to approve the agenda as amended. Motion passed by unanimous vote.

APPROVAL OF MINUTES:

Motion by Commissioner Stoll, second by Commissioner Erickson to approve minutes for November 25, 2020. Motion passed by unanimous vote.

FINANCIALS:

Review of financials; no change.

PUBLIC COMMENT/ACCOLADES:

No public attendance.

CIRCLE OF HEALING:

Playground completed – no further update.

BIG VIEW UPDATE:

1619 Series podcast was posted online. No further scheduling.

OLD BUSINESS:

- 1) SEEN: no in person viewing.
 - High school exhibit – about a month of in person viewing.
- 2) 20-21 budget update:
 - Try to use the budget plan as a guide for the 2021 agenda,
 - Commissioner Connelly mentioned the work plan to the Council.
- 3) Create commissioner bios.
- 4) History of Human Rights Commission.
- 5) Commission Vacancies: Process for filling Commission vacancies.

Motion by Commissioner Learmont, second by Commissioner Lopez-Cortes to approve the 20-21 Budget Work Plan. Motion passed by unanimous vote.

NEW BUSINESS:

- 1) Website – Commissioner update & meeting dates have been set.
 - Motioned by Commissioner Learmont, second by Commissioner Erickson, meeting schedules for 2021 will be scheduled for the last Wednesday of every month at 4:00PM.
- 2) Update on Colored Lines – no update - there will be an update in December.
- 3) Gathering, developing, and using demographic information. Update will be sometime in Jan – Feb and create a work group in December.
- 4) Thank you to City Staff
- 5) Connect with IT to setup your emails.

CALLS/COMPLAINTS/INQUIRIES:

None.

ITEMS FOR NEXT AGENDA:

- Establish workgroup for gathering, developing, and using demographic information,
- Update on Colored Lines,
- Update on Ball Club Playground,
- Look at quarterly goals on Work Plan and check progress of projects.

There being no further business, the meeting adjourned at 5:01 PM.

Respectfully submitted: Janell Hecimovich, Administrative Assistant

CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION

CALL TO ORDER: Pursuant to due notice and call thereof a regular meeting of the Grand Rapids Human Rights Commission was held in Council Chambers, Grand Rapids City Hall, Grand Rapids, Minnesota, on Wednesday, December 30, 2020 at 4:00 p.m.

CALL OF ROLL: On a Call of Roll, the following members were present: Commissioners Learmont, Connelly, Ensley, Hodgson, Stoll Friesen. Absent: Erickson, Lopez-Cortes, Moren.

Staff: Chad Sterle, Janell Hecimovich

CALL TO ORDER: Chair Friesen called the meeting to order at 4:00 p.m.

SETTING AGENDA:

Amended to add collaboration information regarding the State level of Human Rights and how to work together.

Motion by Commissioner Connelly, second by Commissioner Hodgson to approve the agenda as amended. Motion passed by unanimous vote.

APPROVAL OF MINUTES:

Motion by Commissioner Learmont, second by Commissioner Stoll to approve minutes for November 25, 2020. Motion passed by unanimous vote.

FINANCIALS:

Review of financials; no change.

PUBLIC COMMENT/ACCOLADES:

No public attendance.

CIRCLE OF HEALING:

Playground completed – no further update.

BIG VIEW UPDATE:

1619 Series podcast was posted online. No further scheduling.

OLD BUSINESS:

- 1) Website Update.
- 2) Update on Colored Lines: HRC considered for the viewing of the video. Takes an hour & half to dedicate to it. Will be working towards the viewing for the group
- 3) Create workgroup for demographic data: Learmont, Hodgson, Erickson.

- 4) Connect with IT on your city emails
- 5) Ball Club playground: No new news but playground was completed in November.

NEW BUSINESS:

- 1) Create a workgroup for the onboarding of new members and creating bios: Connelly, Friesen, Stoll
- 2) Department of Human rights looking for a group of people to assist them in actions that they should/could be taking. How to be more beneficial.

CALLS/COMPLAINTS/INQUIRIES:

- 1) Line through the city had one call – but the call did not fall into the scope of the HRC

ITEMS FOR NEXT AGENDA:

- Revisit 1st Quarter Work plan
- Workgroup update on onboard training
- SEEN exhibition update
- City issued emails
- Colored Lines update
- Demographic information update from workgroup

There being no further business, the meeting adjourned at 5:07 PM.

Respectfully submitted: Janell Hecimovich, Administrative Assistant

CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION

CALL TO ORDER: Pursuant to due notice and call thereof a regular meeting of the Grand Rapids Human Rights Commission was held in Council Chambers, Grand Rapids City Hall, Grand Rapids, Minnesota, on Wednesday, January 27, 2021 at 4:00 p.m.

CALL OF ROLL: On a Call of Roll, the following members were present: (Via Web) Commissioners Erickson, Hodgson, Connelly, Ensley (Ensley arrived at 4:42PM) (in-person) Lopes-Cortes, Learmont, Friesen. Absent: Commissioner Stoll.

Staff: Chad Sterle, Janell Hecimovich

CALL TO ORDER: Chair Friesen called the meeting to order at 4:09 p.m.

SETTING AGENDA:

Motion by Commissioner Erickson, second by Commissioner Hodgson to approve the agenda. Motion passed by unanimous vote.

APPROVAL OF MINUTES:

Motion by Commissioner Connelly, second by Commissioner Stoll to approve minutes for December 25, 2020. Motion passed by unanimous vote.

FINANCIALS:

Review of financials; no change.

PUBLIC COMMENT/ACCOLADES:

No public attendance.

CIRCLE OF HEALING:

Suggestion was made by Commissioner Friesen to remove this item from the Agenda going forward. Commissioner Learmont made the motion, second by Commissioner Connelly.

BIG VIEW UPDATE:

Suggestion was made by Commissioner Friesen to remove this item from the Agenda going forward. Commissioner Learmont made the motion, second by Commissioner Connelly.

OLD BUSINESS:

- 1) Update on *Colored Lines* – there will be a showing in February.
- 2) SEEN: 295 people were able to view the show in various locations. It was overall a good viewing during a pandemic.
- 3) New Commissioner onboarding work group: Friesen, Stoll, Connelly. No update.

- 4) 1st Quarter Goals on Work plan – State has a Human Rights group that could be collaborated with. Commissioner Lopez-Cortes will take lead on contacting the Minnesota League of Human Right and the Minnesota Department of Human Rights to begin collaboration ideas.
- 5) Contact City IT Dept to have your City issued email setup.
- 6) The demographic information workgroup identified two areas of concern.
 - a. Disability - 19.6% of Grand Rapids population is identified as having a disability
 - b. Housing

Contact City Administration to ask for City staff resources to gather information about the two items of concern listed above.

More information on these areas of interest is posted on the City of Grand Rapids Website.

NEW BUSINESS:

- 1) Commissioner Moren had resigned and there will be two vacant positions to fill.

CALLS/COMPLAINTS/INQUIRIES:

None.

ITEMS FOR NEXT AGENDA:

- Review on Colored Lines,
- Look at quarterly goals on Work Plan and check progress of projects.

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

Respectfully submitted: Janell Hecimovich, Administrative Assistant

Library Board Meeting Minutes

City Council Chambers

March 10, 2021 5:00 P.M.

Call to Order

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

Roll Call

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

Present via telephone: Kee, Teigland

Absent: Thouin

Staff present: Will Richter, Library Director

Approval of Agenda

Motion to: approve agenda as presented

Mover: Martin

Seconder: Richards

Result: approved 8-0 on a roll call vote; ayes: Blocker, Kee, Lassen, MacDonell, Martin, Richards, Tabbert, Teigland

Public Comment

No public comment received.

Minutes – Approval of February Minutes

Motion to: approve February minutes as presented

Mover: Richards

Seconder: Blocker

Result: approved 8-0 on a roll call vote; ayes: Blocker, Kee, Lassen, MacDonell, Martin, Richards, Tabbert, Teigland

Communications

1. Arrowhead Library System Invoice for Automation Costs – Demonstrates the value GRAL realizes for being part of a bigger library system.
2. Thank you from U.S. Census Bureau – Acknowledging strong partnership.

Friends & Foundation Updates

Friends update by Teigland:

1. Sustainable Shelves program started

Foundation update by Tabbert:

1. Meeting in-person at local church next Thursday
2. Working on new logo for updated materials

Financial Report (Roll Call Vote Required)

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

Mover: Teigland

Seconder: Kee

Result: approved 8-0 on a roll call vote; ayes: Blocker, Kee, Lassen, MacDonell, Martin, Richards, Tabbert, Teigland

Staff Reports

Library Director provided a summary of staff reports highlighting the following areas:

1. Virtual Library Legislative Week
2. Annual Report
3. Biannual boiler maintenance completed.
4. Children program participant numbers are off the charts!

Old Business

None

New Business

Consent Agenda (Roll Call Vote Required)

None

Regular Agenda

1. 2020 Minnesota Public Library Annual Report

Motion to: accept annual report for Board Chair to sign and Library Director to submit

Mover: Martin

Seconder: Richards

Result: approved 8-0 on a roll call vote; ayes: Blocker, Kee, Lassen, MacDonell, Martin, Richards, Tabbert, Teigland

2. Legacy Art Project (Greg Mueller)

Motion to: approve Greg Mueller as artist and for Library Director to administer the grant

Mover: Teigland

Seconder: Blocker

Result: approved 8-0 on a roll call vote; ayes: Blocker, Kee, Lassen, MacDonell, Martin, Richards, Tabbert, Teigland

3. City e-mail addresses – Informational

Adjourn

Motion to: adjourn

Mover: Martin

Seconder: Richards

Result: Meeting adjourned at 5:28pm by unanimous roll call vote; ayes: Blocker, Kee, Lassen, MacDonell, Martin, Richards, Tabbert, Teigland

Respectfully submitted,



Lisa Tabbert

Library Board Secretary

GRAND RAPIDS PUBLIC LIBRARY BILL LIST - MARCH 10, 2021

DATE: 03/03/2021
 TIME: 13:51:39
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 03/10/2021

VENDOR #	NAME	AMOUNT DUE

PUBLIC LIBRARY		
0113100	AMAZON.COM	205.59
0114200	ANDERSON GLASS	3,615.24
0118100	ARAMARK UNIFORM & CAREER	44.40
0118660	ARROWHEAD LIBRARY SYSTEM	11.05
0201428	BAKER & TAYLOR LLC	2,524.55
0212124	BLACKSTONE PUBLISHING	41.60
0215750	BOUNDARY WATERS JOURNAL	26.00
0701650	GARTNER REFRIGERATION CO	1,700.00
0718010	CITY OF GRAND RAPIDS	1,663.64
0914325	INGRAM ENTERTAINMENT INC.	135.86
0914800	INVEST EARLY PROJECT	1,800.00
1305060	MEDS-1 AMBULANCE SERVICE INC	235.45
1608100	PHAROS SYSTEMS INT'L INC	879.00
1821700	MICHAEL RUSSELL	435.00
2209421	VIKING ELECTRIC SUPPLY INC	198.80

TOTAL UNPAID TO BE APPROVED IN THE SUM OF: \$13,516.18

CHECKS ISSUED-PRIOR APPROVAL
 PRIOR APPROVAL

0100053	AT&T MOBILITY	54.63
0205640	LEAGUE OF MN CITIES INS TRUST	3,018.31
0605191	FIDELITY SECURITY LIFE	20.70
0718015	GRAND RAPIDS CITY PAYROLL	34,126.92
1209516	LINCOLN NATIONAL LIFE	91.20
1301146	MARCO TECHNOLOGIES, LLC	256.55
1309199	MINNESOTA ENERGY RESOURCES	729.48
1516220	OPERATING ENGINEERS LOCAL #49	9,162.00
1601750	PAUL BUNYAN COMMUNICATIONS	247.92
1621130	P.U.C.	2,161.02
2114750	UNUM LIFE INSURANCE CO OF AMER	30.10
2209665	VISA	79.85
2301700	WM CORPORATE SERVICES, INC	129.61

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$50,108.29

TOTAL ALL DEPARTMENTS \$63,624.47

DATE: 03/03/2021
 TIME: 13:49:35
 ID: AP442000.WOW

CITY OF GRAND RAPIDS
 VENDOR SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 03/10/2021
 INVOICES IN BATCH LB0310

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
0100053	AT&T MOBILITY	7,587.54	54.63
0113100	AMAZON.COM	741.07	205.59
0114200	ANDERSON GLASS	0.00	3,615.24
0118100	ARAMARK UNIFORM & CAREER	557.82	44.40
0118660	ARROWHEAD LIBRARY SYSTEM	198.62	11.05
0201428	BAKER & TAYLOR LLC	3,134.07	2,524.55
0205640	LEAGUE OF MN CITIES INS TRUST	260,908.64	3,018.31
0212124	BLACKSTONE PUBLISHING	550.82	41.60
0215750	BOUNDARY WATERS JOURNAL	0.00	26.00
0605191	FIDELITY SECURITY LIFE	121.98	20.70
0701650	GARTNER REFRIGERATION CO	18,378.70	1,700.00
0718010	CITY OF GRAND RAPIDS	44,165.40	1,663.64
0718015	GRAND RAPIDS CITY PAYROLL	1,008,989.61	34,126.92
0914325	INGRAM ENTERTAINMENT INC.	345.41	135.86
0914800	INVEST EARLY PROJECT	0.00	1,800.00
1209516	LINCOLN NATIONAL LIFE	3,748.52	91.20
1301146	MARCO TECHNOLOGIES, LLC	1,353.21	256.55
1305060	MEDS-1 AMBULANCE SERVICE INC	0.00	235.45
1309199	MINNESOTA ENERGY RESOURCES	11,035.65	729.48
1516220	OPERATING ENGINEERS LOCAL #49	220,428.00	9,162.00
1601750	PAUL BUNYAN COMMUNICATIONS	1,339.20	247.92
1608100	PHAROS SYSTEMS INT'L INC	0.00	879.00
1621130	P.U.C.	82,506.56	2,161.02
1821700	MICHAEL RUSSELL	0.00	435.00
2114750	UNUM LIFE INSURANCE CO OF AMER	545.24	30.10
2209421	VIKING ELECTRIC SUPPLY INC	1,497.35	198.80
2209665	VISA	11,030.50	79.85
2301700	WM CORPORATE SERVICES, INC	3,810.17	129.61
TOTAL ALL VENDORS:			63,624.47

GRAND RAPIDS GOLF COURSE BOARD
REGULAR MONTHLY MEETING
March 16, 2021
7:30 AM

Present: Rick McDonald, John Bauer, Brad Gallop, Pat Pollard

Absent: Kelly Kirwin

Staff: Bob Cahill Director of Golf
Steve Ross Superintendent of Grounds

- I. Brad Gallop called the meeting to order.
- II. John Bauer made a motion to accept the minutes of the February 17, 2021. Rick McDonald seconded the motion. The motion passed.
- III. Consideration of monthly bills: John Bauer made a motion to approve the bills. Rick McDonald seconded the motion. The motion passed.

See attached Vendor Summary Report – Invoices Due on or before 03/16/2021
Total of all vendors is \$26,385.62

- IV. Visitors:
Nathan Morlan
Building Official/Facilities Maintenance Manager
City of Grand Rapids
Mr. Morlan was invited to the meeting to discuss his view of the quotes we have received on the repair of the maintenance building roof. He is going to get some clarification from one of the two vendors that submitted a quote and seek an additional quote from Morton Buildings. He will also be asking Morton to give us an estimate on the pricing of a new maintenance building vs repairing the current building.
- V. Grounds Superintendent: Steve Ross reported that the golf course wintered extremely well. The greens, tees, and fairways are all looking excellent. Tree stumps from the 60 trees that were harvested at hole 15 will be removed by Stangel stump grinding as soon as its feasible to get him on the course. Toby Holmgren from Hawkinson Construction will be out this morning to give us pricing on some add ons to our asphalt cart path project that will commence this May.
- VI. Concessions: Bob Cahill reported. Stewart and Janelle are installing two new deep fryers and two new gas griddles in the kitchen. This replaces some very worn equipment.
- VII. Director of Golf: Bob Cahill reported Men's League start will start at a date TBD that will give the league players enough time to get fully vaccinated from Covid-19. We have been consulting with Grand Itasca Hospital/Clinic to assist us on when this date is likely to occur. Caring Fore Kids has decided to go ahead with their June 3 event under a modified Covid-19 tee time start and no large tent event following.
- VIII. Old Business: None
- IX. New Business: None
- X. Correspondence and Open Discussion: None.
- XI. Adjourn: Rick McDonald made a motion to adjourn the meeting. John Bauer seconded the motion. The motion passed.

Respectfully Submitted,

Bob Cahill
Substitute Recording Secretary

DATE: 03/10/2021
TIME: 13:35:04
ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 03/16/2021

VENDOR #	NAME	AMOUNT DUE

POKEGAMA GOLF COURSE		
0221650	BURGGRAF'S ACE HARDWARE	126.40
0315455	COLE HARDWARE INC	83.39
1200500	L&M SUPPLY	543.39
1201730	LATVALA LUMBER COMPANY INC.	32.83
1309355	MINNESOTA TORO	5,068.61
1415030	NAPA SUPPLY OF GRAND RAPIDS	86.94
1415495	NORTHERN SAFETY & INDUSTRIAL	509.75
1801615	RAPIDS WELDING SUPPLY INC	14.95
1815711	ROSS GOLF COURSE	4,679.15
1908248	SHERWIN-WILLIAMS	155.95
2018680	TRU NORTH ELECTRIC LLC	108.36

TOTAL UNPAID TO BE APPROVED IN THE SUM OF: \$11,409.72

CHECKS ISSUED-PRIOR APPROVAL
PRIOR APPROVAL

0100053	AT&T MOBILITY	54.63
0113216	AMERICAN BANK	149.65
0205640	LEAGUE OF MN CITIES INS TRUST	2,408.78
0315329	CITY OF COHASSET	504.44
0718015	GRAND RAPIDS CITY PAYROLL	7,844.01
0920059	ITASCA COUNTY SHERIFFS DEPT	10.00
1309335	MINNESOTA REVENUE	756.71
1405850	NEXTERA COMMUNICATIONS LLC	15.84
1516220	OPERATING ENGINEERS LOCAL #49	1,527.00
1601750	PAUL BUNYAN COMMUNICATIONS	141.62
1621130	P.U.C.	1,273.17
2000490	TDS Metrocom	122.90
2114750	UNUM LIFE INSURANCE CO OF AMER	2.15
2209665	VISA	165.00

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$14,975.90

TOTAL ALL DEPARTMENTS: \$26,385.62

POKEGAMA GOLF COURSE BOARD
Special Meeting Minutes
3/30/2021

SPECIAL MEETING NOTICE IS HEREBY GIVEN, that a special meeting of the Pokegama Golf Course Board will be held on Tuesday, March 30, 2021 at 7:30am. Via Conference Call to discuss the following:

1. Discuss and consider updated Asphalt quote

Minutes:

The meeting was called to order by Brad Gallop at 7:30am.

Bob Cahill reviewed the approval of the Hawkinson quote of \$51,000 from last fall and asked Steve Ross to elaborate on today's amendments to this approved quote so that this may be brought forward to the city council at the April 12th meeting for work to take place at PGC in late May of 2021.

Steve Ross shared the extension and additions to this quote to include areas near #7 green, #6 tee box to extend to the end of the yellow tee box area, the additional space near the storage building entrance and the extended patio near the clubhouse.

Brad Gallop asked for some clarification for #11 fairway. Steve Ross confirmed that this area discussed is included in this full project scope.

Rick MacDonald made a motion to accept the updated amendment to the Hawkinson Construction quote for Pokegama Golf Course with a proposal of \$63,336 plus any applicable taxes that may be included. Kelly Kirwin seconded that motion. The motion carried.

Meeting was adjourned.

Minutes respectfully submitted by Kelly Kirwin.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	21-1817	Version:	1	Name:	Call for Sale of \$873,000 GO Utility Bonds, Series 2021A
Type:	Agenda Item	Status:		Status:	Finance
File created:	4/21/2021	In control:		In control:	City Council
On agenda:	4/26/2021	Final action:		Final action:	
Title:	Consider adopting a Resolution Providing for the Sale of \$873,000 General Obligation Utility Bonds (PUC), Series 2021A				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Presale Report.Grand Rapids.2021A City call resolution				

Date	Ver.	Action By	Action	Result
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Consider adopting a Resolution Providing for the Sale of \$873,000 General Obligation Utility Bonds (PUC), Series 2021A

Background Information:

The City Council has determined it is necessary and expedient to issue the City's \$873,000 General Obligation Utility Bonds, Series 2021A, to provide funds to current refund the Grand Rapids Public Utility Commission's Lease Purchase Agreement, Series 2015 with US Bankcorp.

Consider authorizing Ehlers and Associates, Inc. ("Ehlers") to assist in the sale of the bonds, and proposes awarding the sale of the bonds on May 10, 2021 at 5:00 PM. Consider authorizing City Staff to cooperate with Ehlers in preparing the official statement for the Bonds.

Staff Recommendation:

Staff recommends adopting a resolution providing for the Sale of \$873,000 General Obligation Utility Bonds (PUC), Series 2021A

Requested City Council Action

Make a motion adopting a resolution providing for the Sale of \$873,000 General Obligation Utility Bonds (PUC), Series 2021A.

April 26, 2021
Pre-Sale Report for

City of Grand Rapids, Minnesota

\$873,000 General Obligation Utility Bonds,
Series 2021A



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, MN 55113

Advisors:

Rebecca Kurtz, Senior Municipal Advisor
Todd Hagen, Senior Municipal Advisor
Nick Anhut, Senior Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$873,000 General Obligation Utility Bonds, Series 2021A

Purposes:

The proposed issue includes financing to provide funds to current refund the Lease Purchase Agreement, Series 2015 with US Bancorp. The Lease was to acquire Advanced Metering Infrastructure and Automated Meter Reading (AMI / AMR) equipment

- General Obligation Utility Bonds, Series 2021A. Debt service will be paid from utility revenues.

Interest rates on the obligations proposed to be refunded are 2.64%. The Lease is being refunded to eliminate the restrictive insurance covenants that are required in the existing obligation. An interest rate of 1.0% is estimated for the G.O. Utility Bonds.

An amount of \$850,525 is needed to call the Lease on July 15, 2021. The outstanding principal is \$820,338.21 plus interest of \$5,576.66, plus \$24,610.31 as the 3% penalty for prepayment.

Authority:

The Bonds are being issued pursuant to Minnesota Statutes, Chapters:

- 444 -- Allows cities to issue debt without limitation as long as debt service is expected to be paid from water and sewer revenues.
- 475 - General Bonding Authority

The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

Term/Call Feature:

The Bonds are being issued for a term of 4.5 years. Principal on the Bonds will be due on October 15 and April 15 starting 2021 through 2025. Interest is payable every six months beginning October 15, 2021.

The Bonds will be subject to prepayment at the discretion of the City on May 28, 2021 or any date thereafter at par plus accrued interest.

Bank Qualification:

Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Bonds as “bank qualified” obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.

Rating:

We recommend selling this issue non-rated as the cost of the rating would not be expected to be offset by the potential lower interest rates resulting from obtaining a rating. For a larger bond issue, or a longer-term bond issue, a rating might broaden the market for the Bonds and result in an overall reduction in interest costs.

Basis for Recommendation:

The proposed Bond issue is the most cost-efficient means of achieving the desired financing, eliminating the restrictive insurance requirements in the 2015 Lease, and it is expected to yield the lowest possible interest cost while also preserving future prepayment flexibility. Moreover, the competitive sale approach described below is consistent with the City’s historical debt issuance method, as well as best practices published by the Governmental Finance Officers Association. The limited, competitive approach also supports the Grand Rapids Public Utilities’ management goal to support local lenders.

Method of Sale/Placement:

We will solicit competitive bids for the purchase of the Bonds from underwriters and banks.

We will not include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that, other than the obligations proposed to be refunded by the Bonds, there are no other current refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City’s outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because this issue is being sold in blocks of \$100,000 or more and is being sold to fewer than 35 sophisticated investors, this issue will be exempt from the Continuing Disclosure requirements of the Securities and Exchange Commission (SEC).

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations (“Arbitrage Rules”) throughout the life of the issue to maintain the tax-exempt status of the Bonds. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City’s specific arbitrage responsibilities will be detailed in the Tax Certificate (the “Tax Compliance Document”) prepared by your Bond Attorney and provided at closing.

The Bonds may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

We recommend that the City review its specific responsibilities related to the Bonds with an arbitrage expert in order to utilize one or more of the exceptions listed above.

Investment of Bond Proceeds:

Ehlers can assist the City in developing a strategy to invest your Bond proceeds until the funds are needed to pay redeem the refunded obligation.

Risk Factors:

Current Refunding: The Bonds are being issued to finance a current refunding of prior City debt obligations.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Kennedy & Graven, Chartered

Paying Agent: City of Grand Rapids, MN

Rating Agency: This issue will not be rated.

Summary:

The decisions to be made by the City Council are as follows:

- Accept or modify the finance assumptions described in this report
- Adopt the resolution attached to this report.

This presale report summarizes our understanding of the City's objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the City's objectives.

PROPOSED DEBT ISSUANCE SCHEDULE

GRPUC considers proposed Series 2015 Bonds and requests Council call for sale of Bonds	April 20, 2021
Pre-Sale Review by City Council:	April 26, 2021
Distribute Offering Document:	Week of April 26, 2021
City Council Meeting to Award Sale of the Bonds:	May 10, 2021
GRPUC reviews Bond sale results	May 12, 2021
Estimated Closing Date:	May 27, 2021
Redemption Date for the Obligations Being Refunded:	July 15, 2021

Attachments

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedule

Resolution Authorizing Ehlers to Proceed with Bond Sale

EHLERS' CONTACTS

Rebecca Kurtz, Senior Municipal Advisor	(651) 697-8516
Todd Hagen, Senior Municipal Advisor	(651) 697-8508
Nick Anhut, Senior Municipal Advisor	(651) 697-8507
Jen Chapman, Senior Public Finance Analyst	(651) 697-8566
Alicia Gage, Senior Financial Analyst	(651) 697-8551

City of Grand Rapids, MN

\$873,000 General Obligation Utility Bonds, Series 2021A
Proposed Current Refunding Automated Meter Reading Lease, Series 2015
Assumes Current Market BQ Non-Rated Rates - Local Bank Solicitation

Sources & Uses

Dated 05/27/2021 | Delivered 05/27/2021

Sources Of Funds

Par Amount of Bonds	\$873,000.00
Total Sources	\$873,000.00

Uses Of Funds

Costs of Issuance	22,000.00
Deposit to Current Refunding Fund	850,525.00
Rounding Amount	475.00
Total Uses	\$873,000.00

City of Grand Rapids, MN

\$873,000 General Obligation Utility Bonds, Series 2021A

Proposed Current Refunding Automated Meter Reading Lease, Series 2015

Assumes Current Market BQ Non-Rated Rates - Local Bank Solicitation

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+i	Fiscal Total
05/27/2021	-	-	-	-	-
10/15/2021	96,000.00	1.000%	3,346.50	99,346.50	99,346.50
04/15/2022	95,500.00	1.000%	3,885.00	99,385.00	-
10/15/2022	96,000.00	1.000%	3,407.50	99,407.50	198,792.50
04/15/2023	96,500.00	1.000%	2,927.50	99,427.50	-
10/15/2023	97,000.00	1.000%	2,445.00	99,445.00	198,872.50
04/15/2024	97,500.00	1.000%	1,960.00	99,460.00	-
10/15/2024	98,000.00	1.000%	1,472.50	99,472.50	198,932.50
04/15/2025	98,000.00	1.000%	982.50	98,982.50	-
10/15/2025	98,500.00	1.000%	492.50	98,992.50	197,975.00
Total	\$873,000.00	-	\$20,919.00	\$893,919.00	-

Yield Statistics

Bond Year Dollars	\$2,091.90
Average Life	2.396 Years
Average Coupon	1.0000000%
Net Interest Cost (NIC)	1.0000000%
True Interest Cost (TIC)	1.0000945%
Bond Yield for Arbitrage Purposes	1.0000945%
All Inclusive Cost (AIC)	2.0916481%

IRS Form 8038

Net Interest Cost	1.0000000%
Weighted Average Maturity	2.396 Years

City of Grand Rapids, MN

\$820,338 Automated Meter Reading Lease, Series 2015

Prior Original Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/15/2021	-	-	-	-	-
10/15/2021	86,441.20	2.640%	10,828.46	97,269.66	97,269.66
04/15/2022	87,582.22	2.640%	9,687.44	97,269.66	-
10/15/2022	88,738.31	2.640%	8,531.36	97,269.67	194,539.33
04/15/2023	89,909.65	2.640%	7,360.01	97,269.66	-
10/15/2023	91,096.46	2.640%	6,173.20	97,269.66	194,539.32
04/15/2024	92,298.93	2.640%	4,970.73	97,269.66	-
10/15/2024	93,517.28	2.640%	3,752.38	97,269.66	194,539.32
04/15/2025	94,751.71	2.640%	2,517.95	97,269.66	-
10/15/2025	96,002.45	2.640%	1,267.23	97,269.68	194,539.34
Total	\$820,338.21	-	\$55,088.76	\$875,426.97	-

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	5/27/2021
Average Life	2.427 Years
Average Coupon	2.639995%
Weighted Average Maturity (Par Basis)	2.427 Years
Weighted Average Maturity (Original Price Basis)	2.427 Years

Refunding Bond Information

Refunding Dated Date	5/27/2021
Refunding Delivery Date	5/27/2021

Resolution No. _____

Councilmember _____ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of
\$873,000 General Obligation Utility Bonds, Series 2021A**

- A. WHEREAS, the City Council of the City of Grand Rapids, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$873,000 General Obligation Utility Bonds, Series 2021A (the "Bonds"), to provide funds to current refund the Grand Rapids Public Utility Commission's Lease Purchase Agreement, Series 2015 with US Bancorp.; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

- 1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City for the sale of the Bonds.
- 2. Meeting; Proposal Opening. The City Council shall meet at 5:00 PM on May 10, 2021, for the purpose of considering proposals for and awarding the sale of the Bonds.
- 3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by City Council Member _____ and, after full discussion thereof and upon a vote being taken thereon, the following City Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 26th day of April, 2021.

City Clerk

Resolution No. _____

Councilmember _____ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of
\$873,000 General Obligation Utility Bonds, Series 2021A**

- A. WHEREAS, the City Council of the City of Grand Rapids, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$873,000 General Obligation Utility Bonds, Series 2021A (the "Bonds"), to provide funds to current refund the Grand Rapids Public Utility Commission's Lease Purchase Agreement, Series 2015 with US Bancorp.; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

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3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by City Council Member _____ and, after full discussion thereof and upon a vote being taken thereon, the following City Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 26th day of April, 2021.

City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	21-1818	Version:	1	Name:	Adoption of Rental Inspector/Firefighter job description, establish pay grade and authorization to post the position.
Type:	Agenda Item	Status:			Administration Department
File created:	4/21/2021	In control:			City Council
On agenda:	4/26/2021	Final action:			
Title:	Consider adoption of Rental Inspector/Firefighter job description, establish pay grade and authorization to post the position.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Rental-Fire Fighter draft job description				

Date	Ver.	Action By	Action	Result
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Consider adoption of Rental Inspector/Firefighter job description, establish pay grade and authorization to post the position.

Background Information:

Discussion was previously held and a rental housing ordinance was adopted. The purpose of such an ordinance is to promote and, if necessary, compel proper maintenance of rental housing to ensure safe and sanitary living environment for the occupants and to enhance the value and livability of neighborhoods. The benefits of a rental registration and inspection program will improve the health, safety and welfare of the public; and prevent deterioration and blight conditions that adversely affect the quality of life in the City.

Fire Chief Travis Cole and Building Official Nathan Morlan have created a job description for the position of Rental Inspector/Firefighter. We would like to create two full-time positions and post the positions internally. The positions will be hourly at 40 hours a week and will have full benefits, including health insurance, FTO, EMB, PERA, etc. The tentative timeline is as follows:

April 26, 2021	City Council approval and authorization
April 27, 2021 - May 14, 2021	Resumes accepted
May 17, 2021 - May 21, 2021	Interviews
May 24, 2021 or June 14, 2021	Recommendation to City Council for 2 hires
July 1, 2021	Start Date

Staff Recommendation:

Fire Chief Travis Cole and Building Official Nathan Morlan are recommending the adoption of the attached job description for Rental Inspector/Firefighter Grade 10 (\$56,996.16 - \$72,429.15) and would like authorization to post the position internally. We will come back to the City Council at a later date with a recommendation for hire.

Requested City Council Action

Make a motion to adopt the job description for Rental Inspector/Firefighter and authorize City staff to post the position internally.

City of Grand Rapids
Job Description
(Rev 4/2021)

Job Title: **Rental Inspector/Firefighter**
Department: Fire
FLSA Status: Non-Exempt
Approved By: TBD
Approved Date: TBD

Summary: There are two main functions for this position, rental housing inspections and responding to emergency calls. This position will enforce local codes on all rental housing properties in Grand Rapids and have thorough knowledge of state and local codes.

All employees are expected to contribute to the success of our City by demonstrating the shared expectations: Customer Focus, Flexibility, Initiative, Results Orientation, Public Stewardship, Teamwork, and Integrity.

Work is performed under the general direction of the Fire Chief and/or City Building Official

Essential Duties and Responsibilities:

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

- Conducts fire and life safety inspections on all rental housing properties and commercial buildings within the City of Grand Rapids; identify violations to determine code compliance.
- Maintains records of rental housing inspection activity. Prepares reports, forms and all other documentation as required.
- Must schedule and maintain rental housing inspection activity.
- Conducts follow-up on rental inspections, or other ordinance violations to ensure appropriate corrective action has been taken.
- Explains, interprets and provides guidance regarding all applicable codes within area of responsibility to property owners, tenants, and other interested parties.

- Assist the Building Safety Division in reviewing plans, construction documents, and inspections to ensure these meet fire codes, city ordinances, and state and federal codes.
- Works in cooperation with other city departments regarding permitting of applications and resolving associated issues.
- Issues citations as justified and testifies in court when required. Works with City Attorney in preparing evidence for court proceedings relating to rental housing code enforcement.
- Assists in administering the registration permitting functions, including application processing, fee assessment and rental registration permit issuance.
- Develops and updates forms and informational handouts.
- Performs fire suppression duties, interior and/or exterior, rescue extrication according to the tactics and strategies of the Line Officer on the fire ground.
- Actively participates with the Chemical Assessment Team in training drills and incident response.
- Performs duties as assigned by officers in relation to apparatus, equipment, building and grounds maintenance of the Grand Rapids Fire Department.
- Attend and actively participate in all required fire department and outside trainings, to maintain and improve knowledge, skills and abilities.
- Performs other duties and assumes other responsibilities as are apparent or delegated.

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

Administrative Abilities

- **Communication:** Able to convey a message to get a point across; communicates in a clear and concise manner; able to write clearly and succinctly; tailors message to a variety of communication settings and styles.
- **Attention to Detail:** Able to find errors in work and solve problems; anticipates issues and performs at a high level of accuracy; sets up systems to ensure errors are not repeated.
- **Accountability:** Follows through on commitments; focuses on appropriate tasks throughout the work day; takes responsibilities for actions both as an individual

and on behalf of the City; has good ethics; follows all policies and procedures; maintains confidentiality; is prepared and punctual.

- **Organization:** Ability to coordinate several activities, responsibilities, and tasks simultaneously in a polite and professional manner; prioritizes what needs to get done; keeps things neat and orderly; utilizes tools for efficiency; factors several considerations when planning; establishes methods to ensure routine tasks are completed.
- **Composure:** Exhibits self-confidence and asserts self appropriately to advocate a point of view; is cool under pressure; can be counted on to hold things together during tough times; can handle stress; maintains balance even when unexpected circumstances arise; able to identify and manage crisis situations; faces adversity head on; energized by tough challenges.

Working Conditions

- Work involves frequent inspections and working with tenants and landlords
- Work involves calls to emergency situations as a firefighter/operator/officer/or command

Required Education and/or Experience:

- High school diploma or equivalent
- Must be at least 18 years of age.
- Possession of a valid, unrestricted Minnesota driver's license.
- Three or more years of fire department or work related experience.
- Certification of Firefighter I, and Hazmat Ops by the MFSCB
- Minnesota Firefighter License or the ability to obtain within one year from date of hire
- Certification at Fire Inspector I level by MFSCB or ability to obtain within 18 months from date of hire
- Haz-Mat Technician Level Certification within one (1) years of hire.
- Must obtain building official limited certification within two (2) years of hire.
- Must obtain Fire Fighter II within one (1) years of hire.

***All requirements subject to Fire Chief's discretion.**

TOOLS AND EQUIPMENT USED

- Fire apparatus, fire pumps, hoses, ladders and other standard firefighter equipment.
- Office equipment such as personal computer, copier, telephone, fax machine, calculator, etc.

- Miscellaneous equipment such as hand held radio, pager, and First Aid equipment.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit; talk or hear; stand; walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed primarily in office, vehicles and outdoor settings, in all weather conditions, including temperature extremes, during day and night shifts. Work is often performed in emergency and stressful situations. Individual is exposed to hearing alarms and hazards associated with fighting fires and rendering emergency medical assistance, including smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents and oils.

The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock and vibration.

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

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

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