



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail City Council

Monday, March 8, 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, March 8, 2021 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

MEETING PROTOCOL POLICY

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

PUBLIC FORUM - 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

21-1718 Consider approving Council minutes for Monday, February 22, 2021 Regular meeting.

Attachments: [February 22, 2021 Regular Meeting](#)

VERIFIED CLAIMS

21-1723 Consider approving the verified claims for the period February 16, 2021 to March 1, 2021 in the total amount of \$816,462.65.

Attachments: [City Council Bill List 3-08-2021.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. 21-1704 Consider adopting a resolution accepting \$8,125.00 for a TZD Speed and Aggressive

Driving Enforcement Grant for 2021.

Attachments: [2021 speed and aggressive driving.xlsx](#)
[TZD Grant Res](#)

2. [21-1713](#) Consider approving TNT Construction Group, LLC Phase 2 Work Scope 8 Police Evidence Change Order #001 in the amount of \$5421.34.
Attachments: [GR Firehall TNT CE 012 - ASIPR 6 - Electri](#)

3. [21-1714](#) Adopt a resolution to approve a Court Data Services Subscriber agreement to CJDN Subscriber Agreement with the Minnesota State Bureau of Criminal Apprehension (BCA)
Attachments: [Grand Rapids PD Court Amendment.doc](#)
[Grand Rapids PD Master JPA.docx](#)
[Draft RESOLUTION.docx](#)

4. [21-1715](#) Consider approving McDowell Companies New Fire Hall phase 1, work scope 3, change order 002 in the amount of \$4400 and Northern Industrial Erectors phase 1, work scope 2, change order 001 in the amount of \$4420.
Attachments: [GR Firehall McDowall CE 018 - 30 Year Roof W](#)
[GR Firehall NIE CE 010 - ASI 4 Dimension an](#)

5. [21-1716](#) Consider entering into an Agreement for Consulting Services for GASB 67 & 68 Actuarial Valuation with USI Consulting Group, Incorporated. (formerly Hildi Inc.)
Attachments: [Hildi Inc. Consulting Contracts Grand Rapids VFRA 2021](#)

6. [21-1717](#) Consider adopting a resolution requesting the revocation of portions of the MSA Street System and the designation of new MSAS routes.
Attachments: [3-8-21 Res revoking and redesignating](#)
[GrandRapids 1 2021 PB](#)

7. [21-1719](#) Consider approving a professional services agreement with SEH Inc. for services related to the Ramp Lighting Project at the GPZ Airport.
Attachments: [Suppl Ltr Agreement Apron Overhead Lighting](#)

8. [21-1722](#) Consider adopting a resolution approving the plans and specifications and ordering the advertisement for bids for CP 2021-2, 5th Street SW Reconstruction Project.
Attachments: [3-08-2021 Resolution CP 2021-2 Ordering Advertisement](#)

9. [21-1728](#) Consider adopting a resolution accepting a donation of \$100.00 from Norma Long of Grand Rapids, MN to the Police Department.
Attachments: [norma long donation.pdf](#)
[PD Long Donation Res](#)

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.

COMMUNITY DEVELOPMENT

10. [21-1720](#) Consider adopting a resolution supporting Minnesota Senate File 1163 and Minnesota House File 1486 establishing an incentive for the production of wood pellets.
Attachments: [City Council resolution supporting legislation establishing a wood pellet incentiv](#)
[SF1163-0](#)
[HF 1486](#)
11. [21-1725](#) Consider entering into a Memorandum of Understanding (MOU) with Bird Rides, Inc.
Attachments: [Grand Rapids MN - Bird MOU](#)
[Bird Presentation Intro](#)
[Statute 169.225](#)

ADMINISTRATION DEPARTMENT

12. [21-1721](#) Consider establishing an eligibility list for Public Works Maintenance I and appoint Robert Kubeczko to the current vacancy.
13. [21-1726](#) Consider appointments to Housing and Redevelopment Authority
14. [21-1727](#) Consider approving an agreement between the City of Grand Rapids, Reif Center, KAXE and Visit Grand Rapids to create and manage a music festival on Block 19 in Grand Rapids.
Attachments: [Rapids Riverfest Event Agreement](#)

ADJOURNMENT

NEXT REGULAR MEETING IS SCHEDULED FOR MARCH 22, 2021, AT 5:00 P.M.

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

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

Attest: Kimberly Gibeau, City Clerk



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1718 **Version:** 1 **Name:** Council minutes
Type: Agenda Item **Status:** Approval of Minutes
File created: 3/3/2021 **In control:** City Council
On agenda: 3/8/2021 **Final action:**
Title: Consider approving Council minutes for Monday, February 22, 2021 Regular meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [February 22, 2021 Regular Meeting](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Consider approving Council minutes for Monday, February 22, 2021 Regular meeting.



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Monday, February 22, 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, February 22, 2021 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

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

Staff present:

Tom Pagel, Chad Sterle, Scott Johnson, Travis Cole, Rob Mattei, Eric Trast

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.

None.

COUNCIL REPORTS

None.

APPROVAL OF MINUTES

Consider approving Council minutes for Monday, February 8, 2021 Regular meeting and summary of closed meeting.

A motion was made by Councilor Tasha Connelly, second by Councilor Michelle Toven, to approve Council minutes 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

VERIFIED CLAIMS

Consider approving the verified claims for the period February 4, 2021 to February 15, 2021 in the amount of \$1,713,339.21.

A motion was made by Councilor Dale Adams, second by Councilor Tasha Connelly, to approve the verified claims as presented. The motion carried by the following vote.

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

CONSENT AGENDA

1. Consider hiring a regular part-time employee at the IRA Civic Center.
Approved by consent roll call

2. Consider voiding lost Accounts Payable check #140985, issue new check and waiving bond requirements for check issued to Art House 47, LLC in the amount of \$1,400.00.
Approved by consent roll call

3. Consider entering into an agreement with the LMCIT for web-based training provided by NEOGOV.
Approved by consent roll call

4. Consider approving Full Time Seasonal employee Cody Alleman
Approved by consent roll call

5. Consider approving Golf Concession Contract Extension
Approved by consent roll call

Approval of the Consent Agenda

A motion was made by Councilor Michelle Toven, second by Councilor Rick Blake, to approve the Consent agenda 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

SETTING OF REGULAR AGENDA

A motion was made by Councilor Dale Adams, second by Councilor Tasha Connelly, to approve the Regular agenda 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

ACKNOWLEDGE BOARDS & COMMISSIONS

- 6. Review and acknowledge minutes for boards and commissions.

Acknowledge Boards and Commissions

DEPARTMENT HEAD REPORT

- 7. Police Department - Chief Scott Johnson

Chief Johnson provides background information on department calls, activities and community involvement. A full copy of the report is available to the public upon request.

Received and Filed

COMMUNITY DEVELOPMENT

- 8. Consider adopting a rental housing ordinance adding chapter 28 of the Grand Rapids Municipal Code.

Travis Cole presented background information for proposed ordinance. Discussed timeline for staffing and the opening of property registration for properties.

A motion was made by Councilor Rick Blake, second by Councilor Dale Adams, adopting City Ordinance 21-02-01, adding Chapter 28 - Grand Rapids Rental Housing Code to the Grand Rapids Municipal Code. 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

- 9. Consider appointments to Boards & Commissions.

Mr. Pagel provides information regarding vacancies on Boards and Commissions.

A motion was made by Councilor Michelle Toven, second by Councilor Rick Blake, to appoint Pat Pollard to the Golf Course Board through March 1, 2024, appoint Lea Friesen and Bernadine Jocelyn to the Human Rights Commission through March 1, 2024, appoint Betsy Johnson to the Planning Commission through March 1, 2025, appoint Rick Smith to the PUC through March 1, 2025, appoint Scott Cook and Courtney Kerns to the PCA Board through December 31, 2021, and appoint Dan Butterfield, Stephen Connolly and Jim Martinetto to the PCA Board through December 31, 2023. The motion carried by the following vote.

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

5:30 PM PUBLIC HEARINGS - PLEASE NOTE: If you wish to address the Council under public hearing, please call 218-327-8833 during the meeting.

- 10. Conduct a public hearing to consider the rezoning of a 0.60 acre parcel of land from LB (Limited Business) to GB (General Business).

Mayor Christy stated the reason for the public hearing, noting that all those who wished to be heard on the matter may call the number provided.

Mr. Mattei provided background information on variance request submitted by Mr. Kellin. Noted that the Planning Commission is recommending approval.

A motion was made by Councilor Tasha Connelly, second by Councilor Michelle Toven, to open the public hearing. The motion carried by the following vote.

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

A motion was made by Councilor Dale Adams, second by Councilor Tasha Connelly, to close the public hearing. The motion carried by the following vote.

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

COMMUNITY DEVELOPMENT

11. Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map by rezoning a 0.60 acre parcel of land from LB (Limited Business) to GB (General Business).

publish in summary form

A motion was made by Councilor Rick Blake, second by Councilor Tasha Connelly, adopting City Ordinance 21-02-02, approving rezone of .60 acre parcel from Limited Business to General Business. 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 5:45 pm.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



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CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1723 **Version:** 1 **Name:** VERIFIED CLAIMS
Type: Agenda Item **Status:** Verified Claims
File created: 3/4/2021 **In control:** City Council
On agenda: 3/8/2021 **Final action:**
Title: Consider approving the verified claims for the period February 16, 2021 to March 1, 2021 in the total amount of \$816,462.65.

Sponsors:

Indexes:

Code sections:

Attachments: [City Council Bill List 3-08-2021.pdf](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Consider approving the verified claims for the period February 16, 2021 to March 1, 2021 in the total amount of \$816,462.65.

Requested City Council Action

Make a motion approving the verified claims for the period February 16, 2021 to March 1, 2021 in the total amount of \$816,462.65.

DATE: 03/03/2021
 TIME: 16:24:03
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 03/08/2021

| VENDOR # | NAME | AMOUNT DUE |
|--------------------------------|--------------------------------------|------------|
| ----- | | |
| GENERAL FUND | | |
| 1621125 | PUBLIC UTILITIES COMMISSION | 300,000.00 |
| 1915248 | SHI INTERNATIONAL CORP | 10,592.76 |
| 2114354 | UNIQUE OPPORTUNITIES | 798.00 |
| | TOTAL | 311,390.76 |
| SPECIAL PROJECTS-NON BUDGETED | | |
| 1105530 | KENNEDY & GRAVEN | 95.00 |
| 2305718 | WESTMAN CHAMPLIN & KOEHLER | 892.50 |
| | TOTAL SPECIAL PROJECTS-NON BUDGETED | 987.50 |
| ADMINISTRATION | | |
| 1301020 | MADDEN GALANTER HANSEN, LLP | 5,751.05 |
| | TOTAL ADMINISTRATION | 5,751.05 |
| BUILDING MAINTENANCE-CITY HALL | | |
| 0118100 | ARAMARK UNIFORM & CAREER | 52.90 |
| 0221650 | BURGGRAF'S ACE HARDWARE | 9.36 |
| 0315455 | COLE HARDWARE INC | 26.99 |
| 0920060 | ITASCA COUNTY TREASURER | 1,762.24 |
| 1901535 | SANDSTROM'S INC | 483.26 |
| | TOTAL BUILDING MAINTENANCE-CITY HALL | 2,334.75 |
| COMMUNITY DEVELOPMENT | | |
| 1309332 | MN STATE RETIREMENT SYSTEM | 146.52 |
| | TOTAL COMMUNITY DEVELOPMENT | 146.52 |
| COUNCIL/COMMISSION/BOARDS | | |
| 2018225 | TREASURE BAY PRINTING | 43.00 |
| | TOTAL COUNCIL/COMMISSION/BOARDS | 43.00 |
| FINANCE | | |
| 0801661 | HARRIS | 20.63 |
| 1309178 | MINNESOTA GFOA TREASURER | 140.00 |
| | TOTAL FINANCE | 160.63 |

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 03/08/2021

| VENDOR # | NAME | AMOUNT DUE |
|------------------------------|--------------------------------|------------|
| ----- | | |
| GENERAL FUND | | |
| FIRE | | |
| 1315725 | THE MOTOR SHOP LLC | 7.00 |
| 1415030 | NAPA SUPPLY OF GRAND RAPIDS | 300.84 |
| TOTAL FIRE | | 307.84 |
| INFORMATION TECHNOLOGY | | |
| 1915248 | SHI INTERNATIONAL CORP | 8,357.84 |
| TOTAL INFORMATION TECHNOLOGY | | 8,357.84 |
| PUBLIC WORKS | | |
| 0100046 | ASV HOLDINGS INC | 2,285.14 |
| 0104799 | ADVANCED SERVICES INC | 252.00 |
| 0113223 | AMERICAN DETAILING | 700.00 |
| 0121721 | AUTO VALUE - GRAND RAPIDS | 82.27 |
| 0301655 | CARGILL INCORPORATED | 3,890.18 |
| 0301685 | CARQUEST AUTO PARTS | 353.51 |
| 0315455 | COLE HARDWARE INC | 92.09 |
| 0601690 | FASTENAL COMPANY | 191.79 |
| 0618585 | FRONTIER PRECISION INC | 2,474.00 |
| 0800040 | H & L MESABI | 99.80 |
| 1415030 | NAPA SUPPLY OF GRAND RAPIDS | 8.66 |
| 1421155 | NUCH'S IN THE CORNER | 213.00 |
| 1621125 | PUBLIC UTILITIES COMMISSION | 112.87 |
| 1800655 | R & R SPECIALTIES INC | 45.40 |
| 2015600 | TOPIARY ART WORK | 936.44 |
| 2305453 | WESCO RECEIVABLES CORP | 4,368.00 |
| TOTAL PUBLIC WORKS | | 16,105.15 |
| FLEET MAINTENANCE | | |
| 0301685 | CARQUEST AUTO PARTS | 225.13 |
| 0315455 | COLE HARDWARE INC | 19.98 |
| 1801615 | RAPIDS WELDING SUPPLY INC | 59.64 |
| TOTAL FLEET MAINTENANCE | | 304.75 |
| POLICE | | |
| 0118625 | ARROW EMBROIDERY/PHOTO EXPRESS | 20.00 |
| 0124550 | AXON ENTERPRISE INC | 5,278.84 |
| 0215755 | BOUND TREE MEDICAL LLC | 60.28 |
| 0301685 | CARQUEST AUTO PARTS | 468.52 |

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/08/2021

| VENDOR # | NAME | AMOUNT DUE |
|------------------------|--------------------------------|------------|
| ----- | | |
| GENERAL FUND | | |
| POLICE | | |
| 0409501 | JOHN P. DIMICH | 4,583.33 |
| 0712225 | GLEN'S ARMY NAVY STORE INC | 579.77 |
| 1200500 | L&M SUPPLY | 131.94 |
| 1920555 | STOKES PRINTING & OFFICE | 97.05 |
| 1925500 | SYMBOL ARTS, LLC | 20.00 |
| 2000400 | T J TOWING | 545.00 |
| | TOTAL POLICE | 11,784.73 |
| RECREATION | | |
| 0104799 | ADVANCED SERVICES INC | 100.00 |
| | TOTAL RECREATION | 100.00 |
| CENTRAL SCHOOL | | |
| 0218745 | ASHLEY BRUBAKER | 117.07 |
| 1309146 | MACROSTIE ART CENTER | 860.71 |
| 2018680 | TRU NORTH ELECTRIC LLC | 1,569.34 |
| T001342 | SPEAK EASY LLC | 873.86 |
| | TOTAL | 3,420.98 |
| AIRPORT | | |
| 0221525 | BUNES SEPTIC SERVICE INC | 250.00 |
| 0415529 | DONDELINGER FORD | 1,107.79 |
| 0504825 | EDWARDS OIL INC | 515.96 |
| 1303039 | MCCOY CONSTRUCTION & FORESTRY | 34.46 |
| 1608345 | PHILS GARAGE DOOR | 889.50 |
| | TOTAL | 2,797.71 |
| CIVIC CENTER | | |
| GENERAL ADMINISTRATION | | |
| 0104815 | ADVANTAGE SYSTEMS GROUP | 74.85 |
| 0221650 | BURGGRAF'S ACE HARDWARE | 219.98 |
| 1201430 | LAKE SUPERIOR CUTTING EDGE LLC | 175.00 |
| 1800655 | R & R SPECIALTIES INC | 201.70 |
| 1901535 | SANDSTROM'S INC | 582.72 |
| | TOTAL GENERAL ADMINISTRATION | 1,254.25 |

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/08/2021

| VENDOR # | NAME | AMOUNT DUE |
|--|--------------------------------|--------------|
| ----- | | |
| STATE HAZ-MAT RESPONSE TEAM | | |
| 1415480 | NORTHERN HEALTH & FITNESS PLUS | 4,865.00 |
| 1915248 | SHI INTERNATIONAL CORP | 84.78 |
| TOTAL | | 4,949.78 |
| CEMETERY | | |
| 0221650 | BURGGRAF'S ACE HARDWARE | 14.94 |
| TOTAL | | 14.94 |
| 2021 INFRASTRUCTURE BONDS | | |
| CP2020/FD-1 NEW FIRE HALL | | |
| 0100072 | AVI SYSTEMS INC | 42,414.12 |
| 0717995 | GRAND FORKS FIRE EQUIPMENT LLC | 8,414.00 |
| 0900055 | ICS CONSULTING INC | 46,249.35 |
| TOTAL CP2020/FD-1 NEW FIRE HALL | | 97,077.47 |
| DACF/PD EXPANSION | | |
| 0900055 | ICS CONSULTING INC | 3,003.93 |
| 1915248 | SHI INTERNATIONAL CORP | 3,467.00 |
| TOTAL DACF/PD EXPANSION | | 6,470.93 |
| STORM WATER UTILITY | | |
| 0301685 | CARQUEST AUTO PARTS | 81.81 |
| 1415484 | NORTHERN LIGHTS TRUCK | 1,450.17 |
| 1621125 | PUBLIC UTILITIES COMMISSION | 2,200.00 |
| 2009725 | TITAN MACHINERY INC | 83.66 |
| TOTAL | | 3,815.64 |
| TOTAL UNPAID TO BE APPROVED IN THE SUM OF: | | \$477,576.22 |
| CHECKS ISSUED-PRIOR APPROVAL | | |
| PRIOR APPROVAL | | |
| 0102694 | ABI ATTACHMENTS INC | 21,000.00 |
| 0104095 | DALE ADAMS | 66.08 |
| 0113105 | AMAZON CAPITAL SERVICES | 108.78 |
| 0205640 | LEAGUE OF MN CITIES INS TRUST | 1,332.00 |
| 0212725 | BLUE AND BROWN BACKGROUNDS LLC | 600.00 |

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/08/2021

| VENDOR # | NAME | AMOUNT DUE |
|---|--------------------------------|--------------|
| ----- | | |
| CHECKS ISSUED-PRIOR APPROVAL | | |
| PRIOR APPROVAL | | |
| 0305530 | CENTURYLINK QC | 59.51 |
| 0315451 | CITY OF COLERAINE | 284.98 |
| 0315454 | TRAVIS COLE | 46.00 |
| 0718015 | GRAND RAPIDS CITY PAYROLL | 250,612.93 |
| 0900060 | ICTV | 1,411.35 |
| 0914295 | JEFFREY INGLE | 207.28 |
| 0920059 | ITASCA COUNTY SHERIFFS DEPT | 513.77 |
| 1015342 | SCOTT JOHNSON | 638.40 |
| 1105225 | CITY OF KEEWATIN | 1,930.36 |
| 1209516 | LINCOLN NATIONAL LIFE | 646.20 |
| 1301146 | MARCO TECHNOLOGIES, LLC | 100.65 |
| 1305046 | MEDIACOM LLC | 22.05 |
| 1309193 | MN FIRE SERV CERTIFICATION BRD | 120.00 |
| 1309199 | MINNESOTA ENERGY RESOURCES | 4,033.76 |
| 1309332 | MN STATE RETIREMENT SYSTEM | 1,410.00 |
| 1309335 | MINNESOTA REVENUE | 938.00 |
| 1401705 | CITY OF NASHWAUK | 2,047.34 |
| 1405550 | NEOPOST USA INC | 1,000.00 |
| 1405850 | NEXTERA COMMUNICATIONS LLC | 458.74 |
| 1503151 | ODC - MOTOR VEHICLE | 42.75 |
| 1518550 | MATTHEW O'ROURKE | 246.60 |
| 1601305 | THOMAS J. PAGEL | 1,023.09 |
| 1621130 | P.U.C. | 45,981.96 |
| 2000100 | TASC | 30.60 |
| 2000490 | TDS Metrocom | 573.25 |
| T001223 | AARON SQUADRONI | 1,400.00 |
| TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: | | \$338,886.43 |
| TOTAL ALL DEPARTMENTS | | \$816,462.65 |

Jeffrey T. Walker
Itasca County Auditor/Treasurer
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, Minnesota 55744
Phone: 218-327-2849
Fax: 218-327-7426

March 1, 2021

City/Township of Grand Rapids

Total Due: \$16,252.17

Itasca County Election Costs Invoice for 2020

Balance due for ballots, ballot styles, postage, envelopes, pollpads and equipment storage & maintenance.

Please make checks payable to Itasca County Auditor and mail to address listed above. See below for the itemized billing information for your precinct.

If you have any questions or concerns, please feel free to give me a call at 218-327-2849 or email me at cari.alleman@co.itasca.mn.us. I look forward to working with your precincts again in the next election.

Sincerely,

Cari Alleman
Elections Administrator

| Ballot Costs - General Election | | AB/MAIL BALLOT MAILING COSTS | | | | OTHER ELECTION COSTS | | | |
|---------------------------------|--------------------------|------------------------------|-------------------------------|------------------------|-------------------------|-------------------------|----------|-----------------------------|------------|
| UNIT COST | Local Share Ballot Costs | Total Ballots Sent @\$.67 | Total Ballots Returned @\$.65 | Envelope Costs @\$.185 | Total Mail Ballot Costs | Equipment Storage & Mtn | PollPads | Mail Ballot Election Judges | Total 2020 |
| GRAND RAPIDS 1 | | | | | | | | | |
| 2510 | BALLOTS | 803.20 | | | | | | | |
| 2 | STYLES | 108.00 | 748 | 762 | \$2,101.64 | \$250.00 | \$500.00 | \$0.00 | \$3,762.84 |
| | TOTAL COST | \$911.20 | \$486.20 | \$1,257.30 | | | | | |
| GRAND RAPIDS 2 | | | | | | | | | |
| 2485 | BALLOTS | 795.20 | | | | | | | |
| 2 | STYLES | 108.00 | 843 | 850 | \$2,349.95 | \$250.00 | \$500.00 | \$0.00 | \$4,003.15 |
| | TOTAL COST | \$903.20 | \$547.95 | \$1,402.50 | | | | | |
| GRAND RAPIDS 3 | | | | | | | | | |
| 1930 | BALLOTS | 617.60 | | | | | | | |
| 1 | STYLES | 54.00 | 610 | 647 | \$1,768.14 | \$250.00 | \$500.00 | \$0.00 | \$3,189.74 |
| | TOTAL COST | \$671.60 | \$396.50 | \$1,067.55 | | | | | |
| GRAND RAPIDS 4 | | | | | | | | | |
| 3380 | BALLOTS | 1081.60 | | | | | | | |
| 1 | STYLES | 54.00 | 1164 | 1252 | \$3,410.84 | \$250.00 | \$500.00 | \$0.00 | \$5,296.44 |
| | TOTAL COST | \$1,135.60 | \$756.60 | \$2,065.80 | | | | | |



CITY OF GRAND RAPIDS

Legislation Details (With Text)

| | | | | | |
|-----------------------|--|----------------------|---|--------------------|--|
| File #: | 21-1704 | Version: | 1 | Name: | Consider adopting a resolution accepting \$8,125.00 for a TZD Speed and Aggressive Driving Enforcement Grant for 2021. |
| Type: | Agenda Item | Status: | | Status: | Consent Agenda |
| File created: | 2/23/2021 | In control: | | In control: | City Council |
| On agenda: | 3/8/2021 | Final action: | | | |
| Title: | Consider adopting a resolution accepting \$8,125.00 for a TZD Speed and Aggressive Driving Enforcement Grant for 2021. | | | | |
| Sponsors: | | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | 2021 speed and aggressive driving.pdf TZD Grant Res | | | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Consider adopting a resolution accepting \$8,125.00 for a TZD Speed and Aggressive Driving Enforcement Grant for 2021.

Background Information:

On February 8, 2021, the City Council authorized the Police Department to make application to a 2021 Speed and Aggressive Driving Grant. The Police Department received a 2020-2021 Toward Zero Deaths (TZD) Grant last fall and is currently working different areas of enforcement for this grant. The state is now offering additional funding for a Speed and Aggressive Driving grant for 2021.

Due to the ongoing Pandemic, the State of Minnesota along with most other states across country are experiencing a higher number of speed related injuries and deaths. They attribute this to less traffic on the roadways resulting in people driving at higher speeds and driving more aggressive. There is a 20% Speed Enforcement match requirement for this grant. We will have officers who are working their regularly schedule shifts makeup this 20% match, so it will not cost the city any money.

The grant will last through the end of July 2021 or until the grant money is exhausted.

Staff Recommendation:

Please consider adopting a resolution accepting \$8,125.00 for a TZD Speed and Aggressive Driving Enforcement Grant for 2021.

Requested City Council Action

Make a motion adopting a resolution accepting \$8,125.00 for a TZD Speed and Aggressive Driving Enforcement Grant for 2021.

2021 Speed Grant Budget



Grand Rapids Police Department

| | | |
|---|-----------|-----------------|
| Speed Enforcement | \$ | 7,800.00 |
| Public Education and Outreach | \$ | 325.00 |
| Total Grant Funding | \$ | 8,125.00 |
| <hr/> | | |
| Speed Enforcement Match Requirement (20%) | \$ | 1,560.00 |



Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 21-

A RESOLUTION ACCEPTING A \$8,125.00 GRANT FROM THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY/OFFICE OF TRAFFIC SAFETY FOR A TOWARDS ZERO DEATH SPEED AND AGGRESSIVE DRIVING ENFORCEMENT GRANT FOR 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 Minnesota Department of Public Safety/Office of Traffic Safety has granted the Grand Rapids Police Department a \$8,125.00 Towards Zero Death Speed and Aggressive Driving Enforcement Grant for the 2021 year.

Adopted this 8th day of March 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 #: 21-1713 **Version:** 1 **Name:** Police Evidence TNT Change Order 1
Type: Agenda Item **Status:** Consent Agenda
File created: 3/2/2021 **In control:** City Council
On agenda: 3/8/2021 **Final action:**
Title: Consider approving TNT Construction Group, LLC Phase 2 Work Scope 8 Police Evidence Change Order #001 in the amount of \$5421.34.

Sponsors:

Indexes:

Code sections:

Attachments: GR Firehall TNT CE 012 - ASIPR 6 - Electri

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Consider approving TNT Construction Group, LLC Phase 2 Work Scope 8 Police Evidence Change Order #001 in the amount of \$5421.34.

Background Information:

TNT Construction Group, LLC Phase 2 Work Scope 8 Police Evidence Change Order #001 is related to electrical work added to the scope of the project.

Staff Recommendation:

Staff recommends council approve TNT Construction Group, LLC Phase 2 Work Scope 8 Police Evidence Change Order #001 in the amount of \$5421.34.

Requested City Council Action

Make a motion approving TNT Construction Group, LLC Phase 2 Work Scope 8 Police Evidence Change Order #001 in the amount of \$5421.34.



CCO #001

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 #001: CE #012 - ASI/PR #6 - Electrical Changes

| | | | |
|-------------------------------|---|-------------------------|---|
| CONTRACT COMPANY: | TNT Construction Group, LLC 40 County Road 63 Grand Rapids, Minnesota 55744 | CONTRACT FOR: | SC-S20020C-009:WS 008 Police Evidence Storage TNT |
| DATE CREATED: | 3/01/2021 | 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: | \$5,421.34 |

DESCRIPTION:
 CE #012 - ASI/PR #6 - Electrical Changes
 Review and submit an itemized line proposal for the change of work. If there is a \$0.00 change please enter that amount to close out.

ATTACHMENTS:
[CE 012-ASI-PR#6 Electrical Changes.pdf](#) [2020246 - Grand Rapids Police Evidence Storage SI-01.pdf](#)

CHANGE ORDER LINE ITEMS:

CCO #001

| # | Cost Code | Description | Type | Amount |
|---------------------|--|--------------------------------|-------|-------------------|
| 1 | A.-5.11 - WS 08 Police Evidence Building | ASI/PR #6 - Electrical Changes | Other | \$ 5,421.34 |
| Subtotal: | | | | \$5,421.34 |
| Grand Total: | | | | \$5,421.34 |

| | |
|---|---------------|
| The original (Contract Sum) | \$ 384,000.00 |
| Net change by previously authorized Change Orders | \$ 0.00 |
| The contract sum prior to this Change Order was | \$ 384,000.00 |
| The contract sum would be changed by this Change Order in the amount of | \$ 5,421.34 |
| The new contract sum including this Change Order will be | \$ 389,421.34 |
| 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

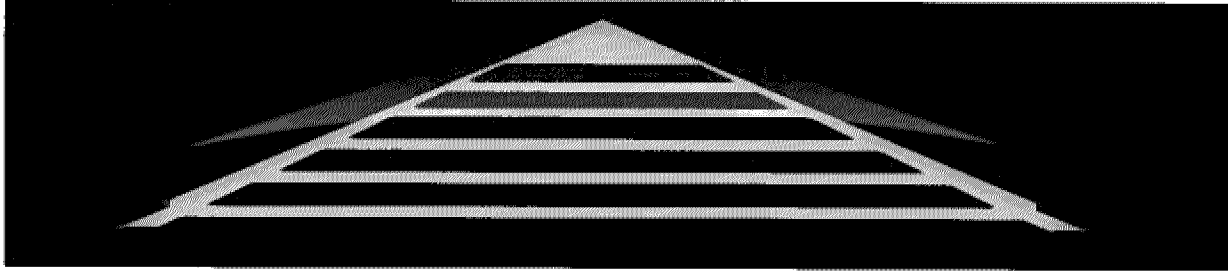
City of Grand Rapids
 420 North Pokegama Ave
 Grand Rapids Minnesota 55744

Mark Cobb
 SIGNATURE DATE
 3/2/2021

Angie Stahnke
 SIGNATURE DATE
 3/1/2021

SIGNATURE DATE

SIGNATURE DATE



TNT Construction Group

40 County Road 63, Grand Rapids, Minnesota 55744 Phone: 218-326-1881 Fax: 218-326-9296

Proposal/Change order

- Today's Date: 2-2-21
- Proposal submitted to: ICS
- Project name: Police evidence building
- Project Location: Grand Rapids MN
- Description of work: Electrical Changes ASI 1, door frame mods
- Date of drawings: 12/11/2020
- Addendums

INCLUDES,

| | |
|--|------------------|
| Electrical quote | \$4500.00 |
| Door frame quote plus tax | \$ 208.65 |
| Labor for added work door frame install (3x73.28) | \$ 219.84 |
| Overhead and Profit @ 10% | \$ 492.85 |

We propose hereby to furnish equipment and labor for the sum of:
Five Thousand Four Hundred Twenty One Dollars 34/100 (Bid Total:\$ 5421.34)

Signed and prepared by: 

Project Manager/Estimator, Clay Witkofsky

clay@hammerlundconstruction.com

218-398-2141 Mobile. 218-326-1881 Office. 218-326-9296 Fax.

Hammerlund Construction Inc. UNION CONTRACTOR

40 County Road 63, Grand Rapids, MN 55744

Web site: <http://hammerlundconstruction.com>

Note: Proposal may be withdrawn if not accepted within _____ days.



Lanyk Electric, Inc.

5555 Enterprise Dr. NE
 Virginia, Minnesota 55792
 PH: 218-749-2222 FAX: (218) 749-5490

CHANGE ORDER

NUMBER CO-0001

TNT Aggregates

| | |
|---------------------|-----------|
| 749-2222 | 2/2/2021 |
| Grand Rapids Police | |
| NEW JOB QUOTE | |
| | JOB PHONE |

| DESCRIPTION | LABOR | MATERIAL | UNIT PRICE | EXTENSION |
|-------------------------|------------|----------|------------|------------|
| MN State Inspection Fee | \$0.00 | \$51.15 | \$51.15 | \$51.15 |
| Circuits | \$266.84 | \$134.13 | \$400.97 | \$400.97 |
| 2 Rec/SW | \$200.98 | \$43.84 | \$244.82 | \$244.82 |
| 4 EA. Door Access | \$3,318.90 | \$484.16 | \$3,803.06 | \$3,803.06 |
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|--------------------------|-------------------|
| Note: Door Access | |
| | |
| TOTAL EXTENSION | \$4,500.00 |

ACCEPTED - THE ABOVE PRICES AND SPECIFICATIONS OF THIS NEW ORDER ARE SATISFACTORY AND ARE HEREBY ACCEPTED. ALL WORK TO BE PERFORMED UNDER SAME TERMS AND CONDITIONS AS SPECIFIED IN ORIGINAL CONTRACT UNLESS OTHERWISE STIPULATED

DATE OF ACCEPTANCE _____

SIGNATURE _____

NORTHERN DOOR & HARDWARE, INC.

2202 WEST FIRST STREET P.O. BOX 16026 DULUTH, MN 55816-0026

PHONE: (218) 722-9531

FAX: (218) 722-9098

rick@northerndoor.net

DATE: February 2, 2021

SHEET: 1 of 1

TO: TNT AGGREGATES LLC

ATTN: CLAYTON

JOB NAME: GRAND RAPIDS POLICE DEPT EVIDENCE STORAGE

LOCATION: GRAND RAPIDS, MN

WE WISH TO QUOTE YOU THE FOLLOWING MATERIAL CHANGES PER SI-001:

ADD DOOR POSITION SWITCHES TO OPENINGS.

OPENINGS 115A, 115C, 116

3ea. DOOR POSITION SWITCH PREPS TO HM FRAMES & HM DOORS

3ea. GI-19912WGB DOOR POSITION SWITCHES

ADD \$ 195.00 PLUS TAX

NOTES:

ADVISE LOCATION OF THESE SWITCHES (i.e. HEAD OR STRIKE JAMB)

NO TAX INCLUDED - MATERIALS ONLY

NORTHERN DOOR & HARDWARE, INC.



BY: RICK DAY



CITY OF GRAND RAPIDS

Legislation Details (With Text)

| | | | | | |
|-----------------------|--|----------------------|---|--------------------|--|
| File #: | 21-1714 | Version: | 1 | Name: | Adopt a resolution to approve a Court Data Services Subscriber agreement to CJDN Subscriber Agreement with the Minnesota State Bureau of Criminal Apprehension (BCA) |
| Type: | Agenda Item | Status: | | Status: | Consent Agenda |
| File created: | 3/2/2021 | In control: | | In control: | City Council |
| On agenda: | 3/8/2021 | Final action: | | | |
| Title: | Adopt a resolution to approve a Court Data Services Subscriber agreement to CJDN Subscriber Agreement with the Minnesota State Bureau of Criminal Apprehension (BCA) | | | | |
| Sponsors: | | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | Grand Rapids PD Court Amendment.pdf Grand Rapids PD Master JPA.pdf Draft RESOLUTION.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Adopt a resolution to approve a Court Data Services Subscriber agreement to CJDN Subscriber Agreement with the Minnesota State Bureau of Criminal Apprehension (BCA)

Background Information:

To access the state criminal justice database to report statistical information as required by law, query wanted and missing persons, entering missing persons and stolen items, each law enforcement agency in Minnesota needs to have in place an agreement between that agency and the Minnesota Department of Public Safety, Bureau of Criminal Apprehension (BCA). The BCA has notified us that it is time to renew the JPA.

Staff Recommendation:

It is the recommendation of the Police Department to adopt a resolution approving the Court Date Services Subscriber Agreement to CJDN Subscriber Agreement, between the City of Grand Rapids and the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension.

Requested City Council Action

Adopt a resolution approving the Court Date Services Subscriber Agreement to CJDN Subscriber Agreement, between the City of Grand Rapids and the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension.

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Grand Rapids on behalf of its Police Department (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 182501, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“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, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“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.
- iv. **“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.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. “**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 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 Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. “**Court**” shall mean the State of Minnesota, State Court Administrator's Office.

h. “**Subscriber**” shall mean the Agency.

i. “**Subscriber Records**” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber’s access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber’s duties

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. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's 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.

b. 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 Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court 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 Court and its licensors.

b. Court Data Services Databases. Court 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 Court and its licensors.

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

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, 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 Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court 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 Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. 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 Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and 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 Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. 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, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (1) 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, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court'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 Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. 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 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 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. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized 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.

11. [reserved]

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

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

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon 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 Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, 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 Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (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.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice 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 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court 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 days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'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.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court'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 section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or 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 any party at any time to enforce any of the provisions of this Subscriber Amendment 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 Subscriber Amendment. 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 Subscriber nor Court 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 Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment 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 Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment 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 Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

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

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Grand Rapids on behalf of its Police Department ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

The Agency agrees to pay BCA for access to the criminal justice data communications network described in Minn. Stat. § 299C.46 as specified in this Agreement. The bills are sent quarterly for the amount of Three Hundred Ninety Dollars (\$390.00) or a total annual cost of One Thousand Five Hundred Sixty Dollars (\$1,560.00).

Agency will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Chief Scott Johnson, 420 Pokegama Ave N, Grand Rapids, MN 55744, (218) 326-3464, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber

Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government

Data Practices; 9. Investigation of alleged violations; sanctions; and 10.Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

RESOLUTION NO. _____

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF GRAND RAPIDS ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of GRAND RAPIDS on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of GRAND RAPIDS, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of GRAND RAPIDS on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That POLICE CHIEF SCOTT JOHNSON, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That CITY CRIMINAL ATTORNEY JOHN DIMICH or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
4. That DALE CHRISTY, the Mayor for the City of GRAND RAPIDS, and KIMBERLY GIBEAU, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 8TH day of MARCH, 2021 .

CITY OF GRAND RAPIDS

By: DALE CHRISTY
Its Mayor

ATTEST: _____
By: KIMBERLY GIBEAU
Its City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1715 **Version:** 1 **Name:** New Fire Hall McDowell and NIE change orders
Type: Agenda Item **Status:** Consent Agenda
File created: 3/3/2021 **In control:** City Council
On agenda: 3/8/2021 **Final action:**
Title: Consider approving McDowell Companies New Fire Hall phase 1, work scope 3, change order 002 in the amount of \$4400 and Northern Industrial Erectors phase 1, work scope 2, change order 001 in the amount of \$4420.

Sponsors:

Indexes:

Code sections:

Attachments: [GR Firehall McDowall CE 018 - 30 Year Roof W](#)
[GR Firehall NIE CE 010 - ASI 4 Dimension an](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Consider approving McDowell Companies New Fire Hall phase 1, work scope 3, change order 002 in the amount of \$4400 and Northern Industrial Erectors phase 1, work scope 2, change order 001 in the amount of \$4420.

Background Information:

McDowell Companies New Fire Hall phase 1, work scope 3, change order 002 is related to extending the 10 year roof cover warranty that was bid to a 30 year warranty.

Northern Industrial Erectors phase 1, work scope 2, change order 001 is related to a structural alteration required to be made from the original plans.

Staff Recommendation:

Staff recommends council approve McDowell Companies New Fire Hall phase 1, work scope 3, change order 002 in the amount of \$4400 and Northern Industrial Erectors phase 1, work scope 2, change order 001 in the amount of \$4420.

Requested City Council Action

Make a motion to approve McDowell Companies New Fire Hall phase 1, work scope 3, change order 002 in the amount of \$4400 and Northern Industrial Erectors phase 1, work scope 2, change order 001 in the amount of \$4420.



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 #018 - 30 Year Roof Warranty

| | | | |
|-------------------------------|--|-------------------------|--|
| CONTRACT COMPANY: | McDowall Company 1431 Prosper Drive Waite Park, Minnesota 56387 | CONTRACT FOR: | SC-S20020C-004:WS 003 Roofing McDowall |
| DATE CREATED: | 3/01/2021 | 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: | Client Request |
| PAID IN FULL: | No | EXECUTED: | No |
| ACCOUNTING METHOD: | Amount Based | SCHEDULE IMPACT: | 0 days |
| FIELD CHANGE: | No | TOTAL AMOUNT: | \$4,400.00 |

DESCRIPTION:

CE #018 - 30 Year Roof Warranty

Please provide documentation and a itemized line proposal for the fulfillment of a 30 Year Roofing Warranty

ATTACHMENTS:[Grand Rapids Fire- 30 year warranty.pdf](#)**CHANGE ORDER LINE ITEMS:****CCO #002**

| # | Cost Code | Description | Type | Amount |
|---------------------|-------------------------|-----------------------|-------|-------------|
| 1 | A.-5.06 - WS 03 Roofing | 30 Year Roof Warranty | Other | \$ 4,400.00 |
| Subtotal: | | | | \$4,400.00 |
| Grand Total: | | | | \$4,400.00 |

| | |
|---|---------------|
| The original (Contract Sum) | \$ 344,700.00 |
| Net change by previously authorized Change Orders | (\$17,422.00) |
| The contract sum prior to this Change Order was | \$ 327,278.00 |
| The contract sum would be changed by this Change Order in the amount of | \$ 4,400.00 |
| The new contract sum including this Change Order will be | \$ 331,678.00 |
| The contract time will not be changed by this Change Order by 0 days | |

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

McDowall Company
1431 Prosper Drive
Waite Park Minnesota 56387

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

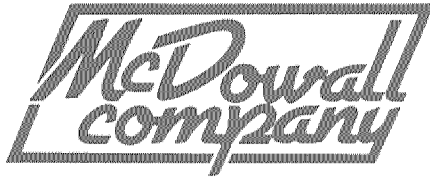
City of Grand Rapids
420 North Pokegama Ave
Grand Rapids Minnesota
55744

Mark Cobb
SIGNATURE DATE
3/2/2021

Jay Mumm
SIGNATURE DATE
3/1/2021

SIGNATURE DATE

SIGNATURE DATE



MASTERING
the **Elements**

CHANGE ORDER PROPOSAL

February 10, 2021

ICS
Grand Rapids Fire Department

ATTENTION: Mark Cobb

PROJECT NAME: Grand Rapids Fire Department
PROPOSAL REQUEST NUMBER: Warranty

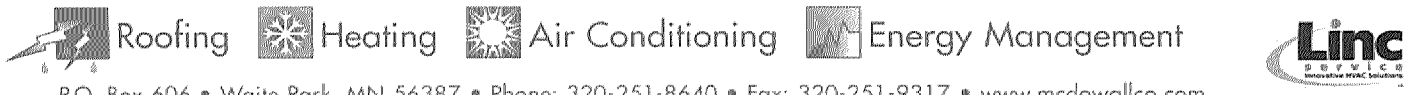
DESCRIPTION OF CHANGE:
Increase the manufacturer warranty from a 10 year to 30 year warranty.

| DESCRIPTION OF COSTS: | Labor: | Materials: | Subcontract: |
|--|--------|------------|--------------|
| McDowall Company | | | \$ - |
| Subtotals | \$ - | \$ - | \$ - |
| Sales Tax at 7.375% on Materials | \$ - | | \$ - |
| O&P at 10% on Labor and Materials | | | \$ - |
| Profit at 5% on Subcontractors | \$ - | \$ - | |
| Totals | | | \$ - |

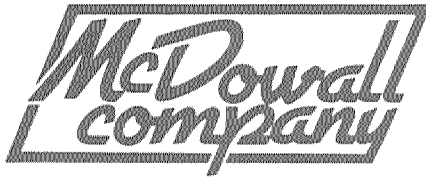
TOTAL PRICE OF CHANGE PROPOSAL: \$ 4,400.00

SEE PAGE 2 FOR BREAKDOWN OF THIS CHANGE PROPOSAL.
THIS PROPOSAL IS VOID UNLESS NOTIFICATION TO PROCEED IS RECEIVED IN WRITING WITHIN 30 WORKDAYS.
EXCLUSIONS:
LEAD TIME ON EQUIPMENT: N/A

Submitted By: Jay Mumm Project Manager McDowall Co. 2/10/2021
Jay Mumm Title Company Date



P.O. Box 606 • Waite Park, MN 56387 • Phone: 320-251-8640 • Fax: 320-251-9317 • www.mcdowallco.com



MASTERING
the **Elements**

CHANGE ORDER COST BREAKDOWN

PROJECT NAME: Grand Rapids Fire
PROPOSAL REQUEST #: Warranty

Date: 02/10/21

| SCOPE | QTY | UNIT | DESCRIPTION | UNIT PRICE | AMOUNT | LABOR HOURS |
|-------|-----|------|-------------|----------------------------|--------|-------------|
| Add | 1 | lot | warranty | \$ - | | 0.00 |
| | | | | \$ - | | |
| | | | | \$ - | \$ - | 0.00 |
| | | | | \$ - | \$ - | 0.00 |
| | | | | \$ - | \$ - | 0.00 |
| | | | | \$ - | \$ - | 0.00 |
| | | | | \$ - | \$ - | 0.00 |
| | | | | \$ - | \$ - | 0.00 |
| | | | | \$ - | \$ - | 0.00 |
| | | | | SUBTOTAL | \$ - | 0.00 |
| | | | | SALES TAX | \$ - | N/A |
| | | | | LABOR RATE | N/A | \$ 92.00 |
| | | | | 10% O&P MARK-UP | \$ - | \$ - |
| | | | | McDOWALL TOTAL | \$ - | \$ - |

| SUBCONTRACTOR COSTS: | | | |
|----------------------|-------|---------------|---------------------------------|
| ADD/DEDUCT | SCOPE | SUBCONTRACTOR | AMOUNT |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | SUBTOTAL |
| | | | 5% SUBCONTRACTOR MARK-UP |
| | | | SUBCONTRACTOR TOTAL |

PROPOSAL REQUEST TOTAL: \$ **4,400.00**



CCO #001

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 #001: CE #010 - ASI #4 Dimension and Column Clarification

| | | | |
|-------------------------------|--|-------------------------|--|
| CONTRACT COMPANY: | Northern Industrial Erectors 2500 Glenwood Drive Grand Rapids, Minnesota 55744 | CONTRACT FOR: | SC-S20020C-003.WS 002 Structural Steel - NIE |
| DATE CREATED: | 3/01/2021 | 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: | \$4,420.00 |

DESCRIPTION:

CE #010 - ASI #4 Dimension and Column Clarification

Please review and submit an itemized line proposal for the change of scope in the described ASI #4. If you have no changes to pricing please enter a \$0.00 change amount.

ASI #4:

- Dimension and column clarification next to the South Door Entrance going into the apparatus bay.
 - Elimination of Precast column and substitution for a Steel Column

ATTACHMENTS:

[ASI 4 Pricing.pdf](#) [20067 ASI 4 - Dimension and Column Clarification.pdf](#)

CHANGE ORDER LINE ITEMS:

CCO #001

| # | Cost Code | Description | Type | Amount |
|---|----------------------------------|---|---------------------|-------------|
| 1 | A.-5.05 - WS 02 Structural Steel | ASI #4 Dimension and Column Clarification | Other | \$ 4,420.00 |
| | | | Subtotal: | \$4,420.00 |
| | | | Grand Total: | \$4,420.00 |

| | |
|---|---------------|
| The original (Contract Sum) | \$ 197,000.00 |
| Net change by previously authorized Change Orders | \$ 0.00 |
| The contract sum prior to this Change Order was | \$ 197,000.00 |
| The contract sum would be changed by this Change Order in the amount of | \$ 4,420.00 |
| The new contract sum including this Change Order will be | \$ 201,420.00 |
| The contract time will not be changed by this Change Order by 0 days | |



CCO #001

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

Northern Industrial Erectors
2500 Glenwood Drive
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
 3/2/2021

Bryan Hutchinson

SIGNATURE DATE
 3/1/2021

SIGNATURE DATE

SIGNATURE DATE



2500 GLENWOOD DRIVE
PO Box 308
GRAND RAPIDS, MN 55744
PH: 218-326-8466, FX: 218-326-5045

January 5, 2021

To: ICS

Project: Grand Rapids Fire Hall, Phase 1
Work Scope 2
Grand Rapids, MN

RE: ASI #4

The cost to furnish and install the new steel column with channels and plates per detail 21/A4.1 is as follows:

Lump Sum Price: \$4,420.00

NORTHERN INDUSTRIAL ERECTORS, INC.



Bryan Hutchinson
Project Manager

Equal Opportunity Employer



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1716 **Version:** 2 **Name:** Contract for Services-USI Consulting GASB 67&68
Type: Agenda Item **Status:** Consent Agenda
File created: 3/3/2021 **In control:** City Council
On agenda: 3/8/2021 **Final action:**
Title: Consider entering into an Agreement for Consulting Services for GASB 67 & 68 Actuarial Valuation with USI Consulting Group, Incorporated. (formerly Hildi Inc.)
Sponsors:
Indexes:
Code sections:
Attachments: [Hildi Inc. Consulting Contracts Grand Rapids VFRA 2021](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services (“Agreement”) is entered into and dated March 2, 2021 by and between USI Consulting Group, Inc. (formerly Hildi Inc.) with offices located at 8000 Norman Center Drive, Suite 400, Bloomington, MN 55437 (hereinafter referred to as the “Consultant”) and the City of Grand Rapids with offices located at 420 North Pokegama Avenue, Grand Rapids, MN 55744-2662 (hereinafter referred to as the “Company”). Company and Consultant are jointly referred to as the “parties.”

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACCEPTED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Description of Services. Consultant will perform certain services for Company upon terms and conditions specified herein and as such services are more particularly described in Exhibit(s), which are attached hereto and incorporated by this reference.
2. Prices and Payment. Company agrees to pay Consultant the fees set forth in the applicable Exhibit(s). Consultant anticipates invoicing the Company monthly for services provided. Payment will be due in full within fifteen (15) days of receipt of Consultant’s invoice. Company agrees to pay interest on all overdue amounts at a rate of twelve percent (12%) per annum or the rate allowed by law, which ever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts.
3. Travel Expenses. Company agrees to reimburse Consultant for its reasonable and necessary out-of-pocket lodging, transportation, and food incurred at the Company’s request. Consultant agrees to provide reasonable expense documentation. Whenever possible, Consultant agrees to take advantage of travel discounts. All air travel by Consultant shall be on major national or regional airlines, and Consultant and its representatives may keep their frequent flier miles earned for their personal usage.
4. Ownership of Work Product. Ownership of, and all rights in, the work product which is the subject matter of this Agreement (the “Work”), including trademarks, patents and copyrights applicable to same, shall belong exclusively to Company. The parties expressly agree to consider as a “work made for hire” any Work ordered or commissioned by the Company which qualifies as such under the United States copyright laws. To the extent that the Work cannot be a “work made for hire” or where necessary for any other reason, Consultant will provide Company with all such assignments of rights, covenants and other assistance which may be required for Company, through trademark, patent or copyright applications or otherwise, to obtain the full benefit of the rights provided for herein. If the Work contains materials previously developed or copyrighted by Consultant or others, Consultant grants and agrees to grant to Company, or obtain for Company, an unrestricted, royalty-free license to use and copy such materials. Any license so

granted or obtained shall include the right for Company to grant an unrestricted, royalty-free license to any affiliate of Company. Consultant is allowed to retain one copy of the Work for archival purposes. Consultant shall place a copyright notice on the Work at Company's request. The Work shall be considered "Information" under the Section entitled "Nondisclosure."

5. Nondisclosure. Any technical or business information, including, but not limited to, computer programs, files, specifications, drawings, sketches, models, samples, tools, cost data, customer information, financial data, business or marketing plans or other data, whether oral, written or otherwise ("Information"), furnished or disclosed to Consultant hereunder or in contemplation hereof, shall remain Company's property. No license, express or implied, under any trademark, patent or copyright is granted by Company to Consultant by virtue of such disclosure. All such information in written, graphic or other tangible form shall be returned to the Company immediately upon request and copies shall be returned to the Company or, at Company's option, certified by Consultant as having been located and destroyed. Consultant shall be allowed to retain one copy of the Information for archival purposes. Unless such Information was previously known to Consultant free of any obligation to keep it confidential, is lawfully obtained by Consultant from any source other than Company or has been or is subsequently made public by Company or a nonparty to this Agreement, is approved for release by written authorization of the Company, or is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized governmental agency, provided the Company receives adequate notice to allow it to request a protective order and the Consultant reasonably cooperates with the Company's efforts to receive a protective order, it shall be kept confidential by Consultant for the benefit of Company, shall be used only in performing under this Agreement and shall not be used for other purposes except upon such terms as may be agreed upon by Company in writing. Consultant shall take reasonable steps to protect such Information to a similar extent that Consultant protects its own Information.
6. Liability. Consultant shall indemnify Company and its affiliates against, and shall hold Company and its affiliates harmless from, any loss, damage, expense or liability that may in any way arise out of or result from the performance of Consultant hereunder and caused by or resulting from the gross negligence or intentional misconduct of Consultant, including but not limited to any knowing infringement, or claim of infringement, of any patent, trademark, copyright, trade secret or other proprietary right of a third party or of Consultant or anyone claiming through Consultant who may be eligible to terminate any assignment or transfer made hereunder pursuant to the terms of the copyright laws up to the amount paid by the Company to the Consultant under a given applicable Exhibit(s). Consultant shall defend or settle, at its own expense, any action or suit against Company or its affiliates for which it is responsible hereunder. Company shall notify Consultant of any such claim, action or suit and shall reasonably cooperate with the Consultant (at Consultant's expense) to facilitate the defense of any such claim.

7. Limitation. In no event shall company or consultant be liable, one to the other, for indirect, special, incidental, or consequential damages arising out of or in connection with the furnishing, performance or use of any products or services provided pursuant to this agreement.
8. Limited Warranties. Consultant warrants and represents that it has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and that this Agreement is not in conflict with any other agreement to which Consultant is a party or by which it may be bound.

Consultant warrants and represents that Consultant has the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be performed in accordance with professional standards in the industry and/or field.

9. Headings. Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
10. Insurance. Upon request by Company, Consultant shall provide to Company, copies of certificates of insurance evidencing the workers compensation, general liability and automobile insurance coverage that Consultant has in effect and Consultant shall maintain such insurance in effect through the duration of the Agreement.
11. Amendment and Waiver. No provision of this Agreement may be modified, waived, terminated or amended except by a written instrument executed by the parties. No waiver of a material breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or other provisions hereof.
12. Relationship. The Consultant shall be and act as an independent contractor hereunder, and neither Consultant nor any employee, agent, associate, representative or subcontractor shall be deemed to be employees of the Company for any purpose whatsoever.
13. Force Majeure. Neither party will be liable for any failure or delay in performance due to any cause beyond its reasonable control, including, but not limited to acts of nature, strikes, fire, flood, explosion, riots, or wars, provided that personnel changes, including unanticipated employee departures, shall not be considered to be an event or condition of force majeure.

14. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party:

If to Company: Ms. Barb Baird
Director of Finance
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662

If to Consultant: USI Consulting Group, Inc.
8000 Norman Center Drive
Suite 400
Bloomington, MN 55437
Attn: Jill Urdahl, FSA
Practice Leader/Consulting Actuary

15. Assignment. Consultant shall not assign this Agreement or delegate the services to be performed hereunder, in whole or in part, or any of its rights, interest, or obligations hereunder without Company's express written consent.

16. Law Government. This Agreement shall be governed by the laws of the State of Minnesota, without regard to or application of conflicts of law rules or principles.

17. Taxes. Consultant shall assume full responsibility for the payment of all taxes imposed by any federal, state, local taxes or foreign taxing authority and all contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to performance of services for Company hereunder.

18. Termination. Any Exhibit(s) to this Agreement may be terminated by either party upon thirty (30) days written notice to the other party. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Company agrees to pay for all services provided by Consultant and related travel expenses incurred by Consultant through the date of termination of the Exhibit(s) and/or the Agreement as applicable.

19. Entire Agreement. This constitutes the entire agreement between the parties regarding the subject matter hereof. This Agreement shall be binding on the affiliates, administrators, executors, heirs, successors in interest, or assigns of Consultant.

IN WITNESS WHEREOF, authorized representatives of the Company and the Consultant have executed this Agreement in duplicate.

Company: City of Grand Rapids

Consultant: USI Consulting Group, Inc. (formerly Hildi Inc.)

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____
(Print or Type)

Name: Jill Urdahl

Title: _____
(Print or Type)

Title: President

Date: _____

Date: _____

(Please Note: A Signature is required on both page 5 and page 6. Thank you.)

**Exhibit 1 to
AGREEMENT FOR CONSULTING SERVICES
Consultant and Rate Schedule**

| Consultant Representative's Name | Title | Effective Start Date | Expected End Date |
|---|----------------------|----------------------|-------------------|
| USI Consulting Group, Inc. (formerly Hildi Inc.) Actuaries and Consultants | Consulting Actuaries | TBD | TBD |
| Base Fees | | | |
| <p style="text-align: center;">The approximate budget for consulting services is as follows:</p> <ul style="list-style-type: none"> • GASB 67&68 Actuarial Valuation (Base Year): \$2,450 • GASB 67&68 Actuarial Valuation (Projection Year): \$1,100 <p>These Base Actuarial Fees include the following:</p> <ul style="list-style-type: none"> • An Actuarial Report including all information required by GASB Statement 67&68 for the Relief Association pension plan. USICG will provide an electronic copy. • Availability via conference call to discuss the results and answer questions. • Teleconferencing with the actuaries on pending or anticipated issues which may affect the actuarial valuation/report. If any work is needed based on one of the outcomes of a teleconference, a fee will be agreed upon before any work is initiated. • Periodic memos and telephone calls to provide updates on developments that may affect future actuarial reports. | | | |
| <p>The term of the Agreement for Consulting Services is for the January 1, 2021 GASB 67&68 actuarial valuation and a roll-forward valuation for the following year. The Base Year valuation can be used for the plan (Relief Association) disclosure cycle ending December 31, 2020 and the plan sponsor (city) disclosure cycle ending December 31, 2021. The Projection Year report can be used for the Relief Association disclosure cycle ending December 31, 2021 and the City disclosure cycle ending December 31, 2022.</p> <p>All quotes assume the plan provisions and assumptions remain unchanged from the last actuarial valuation (if applicable). Additional charges may occur if there is out of scope work due to inaccurate or insufficient data provided by the Company, changes in funding or investment policy, changes to plan provisions, or proportionate share calculations.</p> | | | |

SERVICES OR REQUIREMENTS:

The Agreement for Consulting Services is dated March 2, 2021.

Company: City of Grand Rapids

Consultant: USI Consulting Group, Inc. (formerly Hildi Inc.)

(Authorized Signature)

(Authorized Signature)

(Date)

(Date)

(Please Note: A Signature is required on both page 5 and page 6. Thank you.)



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1717 **Version:** 1 **Name:** MSAS revocation and dedication
Type: Agenda Item **Status:** Consent Agenda
File created: 3/3/2021 **In control:** City Council
On agenda: 3/8/2021 **Final action:**
Title: Consider adopting a resolution requesting the revocation of portions of the MSA Street System and the designation of new MSAS routes.

Sponsors:

Indexes:

Code sections:

Attachments: [3-8-21 Res revoking and redesignating GrandRapids 1 2021_PB](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Consider adopting a resolution requesting the revocation of portions of the MSA Street System and the designation of new MSAS routes.

Background Information:

Municipal State Aid Street designations are the way the City receives funds from the State of Minnesota for construction and maintenance of streets. The proposed adjustments to our MSAS system will ensure the City receives the maximum funding possible.

Staff Recommendation:

City staff recommends adopting a resolution requesting the revocation of portions of the MSA Street System and the designation of new MSAS routes.

Requested City Council Action

A motion adopting a resolution requesting the revocation of portions of the MSA Street System and the designation of new MSAS routes.

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

RESOLUTION NO. 21-

A RESOLUTION REQUESTING THE REVOCATION OF PORTIONS OF THE MSA STREET SYSTEM AND THE DESIGNATION OF NEW MSAS ROUTES

WHEREAS, the City of Grand Rapids is recommending to the Commissioner of Transportation that all or a portion of MSAS routes 111, 153, 107 and 123 be revoked as indicated on the attached drawing and described as follows, to-wit:

MSAS 111: 8th Street NW – 0.28 miles, from 3rd Avenue NW to 7th Avenue NW
MSAS 153: 7th Avenue NW – 0.23 miles, from 5th Street NW to 8th Street NW
MSAS 107: 1st Avenue NE – 0.07 miles, from 4th Street NE to 5th Street NE
MSAS 123: 7th Street SE – 0.50 miles, from Pokegama Avenue to 7th Avenue SE

WHEREAS, the City of Grand Rapids has determined that the current non-existent MSAS is more efficiently utilized in the proposed locations as shown on the attached drawing and described as follows, to-wit:

Extension of MSAS 132: 13th Avenue NE – 0.25 miles, from 7th St NE to 10th St NE
Extension of MSAS 146: 7th Street NE – 0.22 miles, from 13th Av NE to Highway 169
Extension of MSAS 152: 2nd Avenue SE – 0.07 miles, from 10th St SE to 11th St SE
10th Street NE – 0.19 miles, from 11th Avenue NE to 13th Avenue NE
8th Street SW – 0.28 miles, from CSAH 76 to 22nd Avenue SW
22nd Avenue SW – 0.20 miles, from CSAH 23 to 8th Street SW

be, and hereby are established, located and designated as Municipal State Aid Streets of said City, subject to the approval of the Commissioner of Transportation of the State of Minnesota.

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

The City of Grand Rapids confirms its desire to revoke all or a portion of MSAS route 111, 153, 107, 123 and designate six routes as Municipal State Aid Streets of the City of Grand Rapids, County of Itasca;

BE IT FURTHER RESOLVED, that the City Engineer is hereby authorized and directed to forward two certified copies of this resolution to the Commissioner of Transportation for consideration, and that upon his/her approval of the designation of said road(s) or portion thereof, that same be constructed, improved and maintained as a Municipal State Aid Street of the City of Grand Rapids, to be numbered and known as a Municipal State Aid Street.

Adopted by the Council this 8th day of March, 2021.

Dale Christy, Mayor

Attest:

Kim Gibeau, City Clerk

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



Minnesota Department of Transportation

395 John Ireland Boulevard
Saint Paul, MN 55155

TO: Matt Wegwerth
Grand Rapids City Engineer

FROM: William Lanoux
Manager, Municipal State Aid Needs Unit

DATE: March 3, 2021

SUBJECT: Municipal State Aid Designations & Revocations (with payback)

The following Municipal State Aid Street revocations will be approved when the City Council resolution has been received.

- Part of MSAS 107: *1st Avenue NE-* from 4th Street NE (TH 2) to 5th Street NE (0.07 miles)
- MSAS 111: *8th Street NW-* from 7th Avenue NW to 3rd Avenue NW (0.28 miles, see payback next page)
- MSAS 123: *7th Street SE-* from Pokegama Avenue to 7rd Avenue SE (0.50 miles)
- MSAS 153: *7th Avenue NW-* from 5th Street NW to 8th Street NW (0.23 miles)

The following Municipal State Aid Street designations will be approved when the City Council resolution has been received.

- Extension of MSAS 132: *13th Avenue NE-* from 7th Street NE to 10th Street NE (0.25 miles)
- Extension of MSAS 146: *7th Street NE-* from 13th Avenue NE to TH 169 (0.22 miles)
- Extension of MSAS 152: *2nd Avenue SE-* from 11th Street SE to 10th Street SE (0.07 miles)
- MSAS 161: *8th Street SW-* from CSAH 76 to 22nd Avenue SW (0.28 miles)
- MSAS 162: *22nd Avenue SW-* from Golf Course Road (CSAH 23) to 8th Street SW (0.20 miles)
- MSAS 163: *10th Street NE-* from 11th Avenue NE to 13th Avenue NE (0.19 miles)

A Commissioner's Order will follow.

Needs Update Comments:

Routes can receive Needs and be used in the calculation of your 2022 allotment. Include these revisions with your 2021 spring Needs update.

Certification of Mileage Update Comments:

You can include this revision on the *2021 Annual Certification of Mileage* that is due in January 2022.

| | | | |
|---|-----------------------------|------|------------------------|
| | Available Mileage | 0.17 | 2020 Certified Mileage |
| + | Revoked Mileage | 1.08 | |
| - | Designated Mileage | 1.21 | |
| | Remaining Available Mileage | 0.04 | |

If you have any questions, contact your DSAE or Bill Lanoux at (651) 366-3817 for instructions.

See payback on next page.

An Equal Opportunity Employer



The city has agreed to the following payback for project 129-111-007

Amount (from SAAS reports) = \$180,940.03

Awarded 1997

Reconstruction Project (25 years of life): one year of life left.

1) PRORATE BY LIFE LEFT: $1/25 * \$180,940.03 = \underline{\$7,238 \text{ of PAYBACK}}$
(city will be "pay short" this amount on their next payment request)

An Equal Opportunity Employer





CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1719 **Version:** 1 **Name:** GPZ Ramp Lighting SLA
Type: Agenda Item **Status:** Consent Agenda
File created: 3/3/2021 **In control:** City Council
On agenda: 3/8/2021 **Final action:**
Title: Consider approving a professional services agreement with SEH Inc. for services related to the Ramp Lighting Project at the GPZ Airport.
Sponsors:
Indexes:
Code sections:
Attachments: [Suppl Ltr Agreement Apron Overhead Lighting](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Consider approving a professional services agreement with SEH Inc. for services related to the Ramp Lighting Project at the GPZ Airport.

Background Information:

This project consists of the replacement of the existing ramp lighting at the Grand Rapids/Itasca County Airport. The current lighting has become obsolete and needs to be replaced. The City has been notified by MnDOT that we have been awarded a \$20,000 grant to complete the project. The agreement is contingent on an approved grant agreement with the State and the project is scheduled for 2021. Specific work details are defined in the attachment.

The agreement includes design and construction administration and is on a lump sum basis for \$5,000.

Staff Recommendation:

Matt Wegwerth, Public Works Director / Airport Manager, recommends approving a professional services agreement with SEH Inc. for services related to the Ramp Lighting Project at the GPZ Airport.

Requested City Council Action

A motion approving a professional services agreement with SEH Inc. for services related to the Ramp Lighting Project at the GPZ Airport.



Building a Better World
for All of Us®

March 1, 2021

RE: City of Grand Rapids
Grand Rapids-Itasca County Airport
2021 Apron Lighting
Attachment A

Matt Wegwerth, PE
City Engineer
City of Grand Rapids
420 N Pokegama Avenue
Grand Rapids, MN 55744

Dear Matt:

Thank you for choosing SEH for engineering and planning services at the Grand Rapids-Itasca County Airport. We are pleased to present a proposal for design engineering services for the 2021 Apron Overhead Lighting Improvement project.

Services to be provided include general project coordination, project design, obtaining quotes, contractor coordination and construction support for the replacement and installation of lights on the airport apron lighting.

Specific tasks to be performed by the Consultant are as follows:

1. Project Scoping, Coordination, and Project Management: Communication and coordination with the airport sponsor and other agencies and entities as necessary to finalize the project scope, needs, and requirements. Overall administration of the project, including internal and external meetings, coordination of plan and specification review with the Owner, MnDOT Office of Aeronautics, and other regulatory agencies as required.
2. Detailed Design, Cost Estimates, and Quote Package: Detailed design includes the apron lights to be replaced and associated electrical items as needed to complete the design. Quantities will be calculated for use on the bid for and for updating the construction cost estimates. Prepare project quote package and submit to contractors to obtain quotes.
3. Quality Control Review: Provide quality control review and final review of the plans and specifications. QA/QC includes the time required by the Consultant for the overall administration of the project, including internal meetings; quality control and assurance; reviews; and coordination with the Owner and MnDOT, and other regulatory agencies and utilities.
4. Quotes and Award: Respond to questions from prospective contractors and issue addenda as needed. Assist the sponsor with obtaining construction quotes for the project and tabulating quote results. Provide a recommendation of award of contractor to the Sponsor and assist with requesting an FAA and State grant for the project.
5. Submittal and Shop Drawing Review. Review product and material data, shop drawings, and other items required to be submitted by the Contractor.

6. Construction Observation, Final Inspection, Punchlist. Provide limited construction observation during construction. A Resident Project Representative (RPR) will be on-site during critical work elements such to assist in ensuring that construction is performed in accordance with contract documents (approximately one site visit). The RPR will document and record construction progress through periodic progress reports. Conduct a final inspection with the Contractor after completion of the work and prior to project acceptance. A punch list will be developed by the Consultant, and provided to the Contractor, if any deficiencies are found
7. Pay Estimates. Prepare one partial pay estimate during construction and a final pay estimate upon completion of construction. Actual completed quantities will be tabulated for use in preparing pay estimates.

Estimated Project Schedule:

| <u>Task</u> | <u>Estimated Completion</u> |
|---------------------------------------|-----------------------------|
| a. Approve Contract | March 8, 2021 |
| b. Send Quote Packages to Contractors | April 12, 2021 |
| c. Receive Quote Results | April 30, 2021 |
| d. Contract Award Recommendation | May 10, 2021 |
| e. Grant Request Submittal | May 14, 2021 |
| f. Project Complete | August 2021 (estimated) |

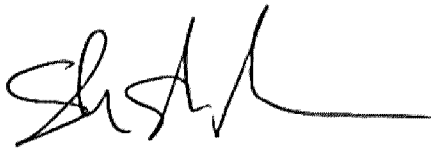
Note: This timeline is subject to MNDOT Grant offer.

Fees:

1. Total fees for Tasks 1-7, including meeting attendance, submittals, and coordination is a lump sum \$5,000.

Please contact me at 651-925-7541 if you have any questions or comments. We look forward to working with you on this project.

Sincerely,



Shawn McMahon, PE
Professional Engineer, Airport Planning and Design

sa

ESTIMATED FEES AND EXPENSES

ATTACHMENT B

**2021 Apron Overhead Lighting Improvements
Grand Rapids-Itasca County Airport
Grand Rapids, Minnesota**

| Task No. | Task Description | Project Manager | Electrical Technician | Admin Technician | |
|-------------------------------------|---|-----------------|-----------------------|------------------|--|
| <i>Preliminary and Final Design</i> | | | | | |
| 1. | Project Scoping, Coordination, & Management | 2 | 1 | | |
| 2. | Design, Estimate, Quote Package | 2 | 12 | | |
| 3. | Quality Control Reviews | 1 | 1 | 1 | |
| 4. | Quotes and Award | 1 | 1 | | |
| 5. | Submittal Review | | 1 | | |
| 6. | Construction Observation/Final Inspection/Punchlist | | 6 | | |
| 7. | Pay Estimates | 1 | | 1 | |
| | Total hours per labor category | 7 | 22 | 2 | |

ESTIMATE OF LABOR COSTS:

| Labor Category | Hours | Rate | Extension |
|-----------------------|-------|---------|-----------|
| Project Manager | 7 | \$59.98 | \$419.86 |
| Electrical Technician | 22 | \$42.06 | \$925.32 |
| Admin Technician | 2 | \$29.99 | \$59.98 |

| | | | |
|--|----|--|-------------------|
| Total Direct Labor Costs: | 31 | | \$1,405.16 |
| Salary Overhead (35%) | | | \$491.81 |
| General and Administrative Overhead (137%) | | | \$1,925.07 |
| Total Labor Costs | | | \$3,822.04 |
| Fee (15%) | | | \$ 573.31 |

ESTIMATE OF EXPENSES:

| Direct Expenses | Quantity | Rate | Extension |
|-------------------------|----------|----------|-----------|
| Employee Mileage | 500 | \$0.56 | \$280.00 |
| Employee Per Diem | 2 | \$100.00 | \$200.00 |
| Employee Auto Allowance | 2 | \$16.00 | \$32.00 |
| Equipment Usage | 31 | \$3.00 | \$93.00 |

| | | | |
|-----------------------|--|--|-----------------|
| Total Expenses | | | \$605.00 |
|-----------------------|--|--|-----------------|

SUMMARY:

| | |
|------------------------------------|-------------------|
| Total Labor Costs +Fees + Expenses | \$5,000.35 |
| Total | \$5,000.35 |
| Estimated Total | \$5,000.00 |



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1722 **Version:** 1 **Name:** CP 2021-2 Approve Plans and Advertise for Bids
Type: Agenda Item **Status:** Consent Agenda
File created: 3/3/2021 **In control:** City Council
On agenda: 3/8/2021 **Final action:**

Title: Consider adopting a resolution approving the plans and specifications and ordering the advertisement for bids for CP 2021-2, 5th Street SW Reconstruction Project.

Sponsors:

Indexes:

Code sections:

Attachments: [3-08-2021 Resolution CP 2021-2 Ordering Advertisement](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Consider adopting a resolution approving the plans and specifications and ordering the advertisement for bids for CP 2021-2, 5th Street SW Reconstruction Project.

Background Information:

Plans and specifications are complete and ready for advertising for bids on CP 2021-2, 5th Street SW Reconstruction Project. The resolution to approve the plans and specifications and advertise for bids is attached.

Staff Recommendation:

City staff recommends adopting a resolution approving the plans and specifications and ordering the advertisement for bids for CP 2021-2, 5th Street SW Reconstruction Project.

Requested City Council Action

A motion adopting a resolution approving the plans and specifications and ordering the advertisement for bids for CP 2021-2, 5th Street SW Reconstruction Project.

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

RESOLUTION NO. 21-__

**A RESOLUTION TO APPROVE PLANS AND SPECIFICATIONS AND
ORDER ADVERTISEMENT FOR BIDS FOR
5th Street SW Reconstruction Project
City Project 2021-2**

WHEREAS, plans and specifications have been prepared for CP 2021-2, the 5th Street SW Reconstruction Project, and

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

1. The plans and specifications for this project, copies of which were presented to the City Council and on file in the City Engineer's office, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official paper an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 21 days, shall specify the work to be done, shall state that bids will be received by the City Engineer until 10:00 a.m., on Thursday, April 1st, 2021, at which time they will be publicly opened in the Council Chambers of the City Hall by the City Engineer, will then be tabulated, and will be considered by the Council at the regular meeting of the Council at 5:00 p.m., Monday, April 12th, 2021, in the Council Chambers. Any bidder whose responsibility is questioned during consideration of the bids will be given an opportunity to address the Council on the issue of responsibility. No bids will be considered unless received and accepted via the online electronic bid service and accompanied by a cash deposit, cashier's check, bid bond, or certified check payable to the Clerk for 5 percent (5%) of the amount of such bid.

Adopted by the Council this 8th day of March, 2021.

Dale Christy, Mayor

ATTEST:

Kim Johnson-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 #: | 21-1728 | Version: | 1 | Name: | Consider adopting a resolution accepting a donation of \$100.00 from Norma Long of Grand Rapids, MN to the Police Department. |
| Type: | Agenda Item | Status: | | Status: | Consent Agenda |
| File created: | 3/5/2021 | In control: | | In control: | City Council |
| On agenda: | 3/8/2021 | Final action: | | Final action: | |
| Title: | Consider adopting a resolution accepting a donation of \$100.00 from Norma Long of Grand Rapids, MN to the Police Department. | | | | |
| Sponsors: | | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | norma long donation.pdf PD Long Donation Res | | | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Consider adopting a resolution accepting a donation of \$100.00 from Norma Long of Grand Rapids, MN to the Police Department.

Background Information:

Norma came to the police department to inquire about phone calls she has been receiving about donating money to the National Police Association. She told me she would like to donate instead to her local police department. A few weeks later, we received a nice letter of thanks and a check for \$100.00 from Norma. She said to uses the money where it's needed. We will putting the money towards our community education program.

Staff Recommendation:

Please consider adopting a resolution accepting a donation of \$100.00 from Norma Long for community education purposes.

Requested City Council Action

Make a motion to adopt a resolution accepting a donation of \$100.00 from Norma Long for community education purposes.

NORMA J. LONG
JUDITH L. SPEARS
PH. (218) 326-5825
536 CANAL ST.
GRAND RAPIDS, MN 55744

75-1117/912

322

DATE 3-2-2021

© DELINE - abuse.com/cheeks
SPECIALTY GRAY HIGH SECURITY

PAY TO THE ORDER OF

Grand Rapids Police Dept \$ 100.00
One hundred and no/100

Heat Reactive Ink

GRAND RAPIDS
STATE BANK
est 1914
PO Box 409 | 218.326.9414 | www.grsb.com

THE GRAND ACCOUNT

MEMO

Thank you

Norma Long

⑆091211170⑆

2667477⑈ 0322

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK

I want to thank the police
and sheriff dept. for all the
love & care shown to the
city of Grand Rapids - appreciate
the deterring our streets thru-
out the day & nite, keeping us
safe -
I support the letters to
help fire area, but don't know
if any reaches our local police.
I am appreciate All you
are do, keep on, working, & pray
God will guide & protect you all -
In Gods love
Norma Long

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 21-

A RESOLUTION ACCEPTING A DONATION OF \$100 NORMA LONG
TO THE GRAND RAPIDS POLICE DEPARTMENT TO BE USED TOWARDS
POLICE COMMUNITY EDUCATION

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:

- Norma Long has donated \$100 to the Grand Rapids Police Department be used for police community education.

Adopted this 8th day of March 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

9a

Text File

File Number: 21-1729

Agenda Date: 3/8/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Agenda Item

Consider entering into an Agreement with Pyrotechnic Display, Inc. to provide fireworks on July 4th, 2021.

Background Information:

After a very successful fireworks display put on by Pyrotechnic Display, Inc. the past two years, city staff is recommending entering into an Agreement with them for July 4th of 2021. As stated in the attached Agreement we will pay a sum of \$16,500.00. This will be funded by a partnership between the City of Grand Rapids, the City of Cohasset, Harris Township, and the Pokegama Lake Association.

Staff Recommendation:

City staff recommends entering into an Agreement with Pyrotechnic Display, Inc. in the amount of \$16,500.00 to provide fireworks on July 4th, 2021.

Requested City Council Action

Pass a motion to enter into an Agreement with Pyrotechnic Display, Inc. in the amount of \$16,500.00 to provide fireworks on July 4th, 2021.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1720 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Community Development
File created: 3/3/2021 **In control:** City Council
On agenda: 3/8/2021 **Final action:**
Title: Consider adopting a resolution supporting Minnesota Senate File 1163 and Minnesota House File 1486 establishing an incentive for the production of wood pellets.

Sponsors:

Indexes:

Code sections:

Attachments: [City Council resolution supporting legislation establishing a wood pellet incentive final SF1163-0 HF 1486](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Consider adopting a resolution supporting Minnesota Senate File 1163 and Minnesota House File 1486 establishing an incentive for the production of wood pellets.

Background Information:

There is growing global demand for the use of wood pellets in the renewable energy market. Presently, the majority of that demand is in Japan, S. Korea and the United Kingdom, where wood pellets replace/supplement the use of coal to lower the carbon footprint of their commercial energy production.

Wood pellet production substantially utilizes wood residuals such as sawdust, chips, trimmings and bark that are byproducts of other wood product industries, such as sawmills. The establishment of a wood pellet industry in our area would create a market for those residuals and by doing so would help sustain those industries and the economic activity that they provide to our area.

A Minnesota company, with experience in owning and operating a wood pellet manufacturing plant in Southeastern United States, is interested in establishing a plant or plants in Northern Minnesota, including a site in Grand Rapids.

The establishment of a wood pellet plant in Minnesota would generate \$14.7 million in wages and create a total of \$56 million of annual economic activity. The plant would directly employ 45 positions and would also support and create an additional 200 jobs in the logging and trucking support industries.

The transportation cost to deliver the product to markets in Europe and Asia are higher in Northern Minnesota than the Southeastern United States. With an initial private capital investment of approximately \$45 million required to establish this industry, the added transportation cost and other startup expenses prevents the economic viability of the project in the first years of operation.

State legislation was recently introduced to establish an incentive of \$25 per metric ton for the production of wood pellets. As proposed, Senate File 1163 and House File 1486 would limit the payment of the incentive to a period of no more than ten years and limit the annual payment to no more than \$3,750,000. The legislation proposes to appropriate these funds from the State's Renewable Development Account.

The resolution before the City Council supports the proposed legislation.

Requested City Council Action

Pass a motion adopting a resolution supporting Minnesota Senate File 1163 and Minnesota House File 1486 establishing an incentive for the production of wood pellets.

CITY OF GRAND RAPIDS, MINNESOTA

RESOLUTION NO. _____

RESOLUTION SUPPORTING MINNESOTA SENATE FILE 1163 AND MINNESOTA HOUSE FILE 1486 ESTABLISHING AN INCENTIVE FOR THE PRODUCTION OF WOOD PELLETS

WHEREAS, according to Quarterly Census of Employment and Wages (QCEW) data from 2008 to 2019, the seven counties of Northeast Minnesota saw a loss of 1,466 jobs, 34 establishments and \$28 million in wages from the forest product industry sector; and

WHEREAS, US Census County Business Patterns data between 2013 and 2018 showed a loss of 20% of Itasca County's independent forestry and logging operators and 12% of its independent truckers; and

WHEREAS, despite these losses, a 2017 study conducted by the UMD Labovitz School of Business found that the forestry sector still contributes nearly 3,000 jobs, \$160 million of labor income and over \$800 million in output to the economy of a 10-county region of North Central Minnesota and that the sector still presents opportunities for growth; and

WHEREAS, wood pellet production, an emerging industry that utilizes forest and wood mill residuals to produce an alternative fuel source for power generation and home use, presents such an opportunity for growth in our region, and, very importantly, will also help sustain our regional sawmills which are currently threatened by the absence of a market for their residual materials; and

WHEREAS, according to an impact analysis prepared by the Minnesota Department of Employment and Economic Development (DEED), an industrial wood pellet plant would generate \$56 million of annual economic activity in the State and is projected to provide 45 direct jobs together with the creation of 249 indirect and induced jobs in support services such as logging and transportation; and

WHEREAS, the City Council of the City of Grand Rapids (City) strongly supports the addition of a wood pellet industry to our area, as it would directly advance the economic goals and strategies articulated within the *City of Grand Rapids Comprehensive Plan*; and

WHEREAS, the City recognizes that the establishment of this capital intensive new industry will require initial financial support at the local, regional and state level, and will work toward a successful outcome to that challenge.

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

The City does hereby support Senate File 1163 and House File 1486 legislation to establish a production incentive for the manufacture of wood pellets in Minnesota.

Approved by the City Council of the City of Grand Rapids, Minnesota on March 8, 2021.

Dale Christy, Mayor

ATTEST:

Kim Gibeau, City Clerk

SENATE
STATE OF MINNESOTA
NINETY-SECOND SESSION

S.F. No. 1163

(SENATE AUTHORS: UTKE and Eichorn)

DATE
02/18/2021

D-PG
456

OFFICIAL STATUS
Introduction and first reading
Referred to Energy and Utilities Finance and Policy

1.1 A bill for an act
1.2 relating to energy; establishing a program to provide financial incentives for the
1.3 production of wood pellets; appropriating money; proposing coding for new law
1.4 in Minnesota Statutes, chapter 216B.

1.5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

1.6 Section 1. [216B.2427] WOOD PELLET PRODUCTION INCENTIVE.

1.7 Subdivision 1. Definitions. (a) For the purposes of this section, the following terms have
1.8 the meanings given.

1.9 (b) "Forest residue" means unused portions of harvested trees and materials from diseased,
1.10 distressed, or burned trees that are processed into chips or sawdust in the field near the
1.11 forested area from which the tree or tree material is supplied.

1.12 (c) "Residual materials" means forest and wood mill residue.

1.13 (d) "Wood mill residue" means wood residue generated at a manufacturing plant that
1.14 processes harvested trees into products, including but not limited to lumber and sheathing,
1.15 that are suitable for processing into chips or sawdust.

1.16 (e) "Wood pellets" means a pellet manufactured from forest and wood mill residuals
1.17 that is burned to produce heat or electricity.

1.18 Subd. 2. Eligible facility. (a) To be eligible for payments under this section, a facility
1.19 must:

1.20 (1) be located in Minnesota;

- 2.1 (2) dry and process residual materials from Minnesota forests and sawmills into wood
2.2 pellets;
- 2.3 (3) begin construction no later than December 31, 2022;
- 2.4 (4) produce at least 50,000 metric tons of wood pellets annually; and
- 2.5 (5) certify that all contractors and subcontractors pay employees constructing the facility
2.6 no less than the prevailing wage rate, as defined in section 177.42.
- 2.7 (b) An eligible facility is prohibited from transferring eligibility for payments under this
2.8 section to a facility at a different location.
- 2.9 (c) An eligible facility that ceases production for any reason is prohibited from receiving
2.10 payments under this section until the eligible facility resumes production.
- 2.11 (d) Payments under this section may be made to no more than two eligible facilities.
2.12 Payments must be made to eligible facilities on a first-come, first-served basis.
- 2.13 **Subd. 3. Forest residue; requirements.** (a) Forest residue harvested from land parcels
2.14 larger than 160 acres must be certified by the Forest Stewardship Council, Sustainable
2.15 Forestry Initiative, or American Tree Farm System as being harvested from sustainably
2.16 managed forests.
- 2.17 (b) Forest residue not certified under paragraph (a) must be harvested under a forest
2.18 stewardship plan by a logger certified as a qualified logging professional by the Minnesota
2.19 logger education program, or an equivalent certification by an independent third-party
2.20 organization that teaches sustainable harvesting practices to loggers.
- 2.21 **Subd. 4. Payment; process.** (a) The commissioner must make payments under this
2.22 section to an eligible facility as provided in this subdivision.
- 2.23 (b) By the last day of January, April, July, and October, each eligible facility must file
2.24 a claim for payment for wood pellets produced by the eligible facility during the preceding
2.25 three calendar months. The claim must be filed with the commissioner on a form developed
2.26 by the commissioner.
- 2.27 (c) A claim submitted under this section must include documentation and verification
2.28 by an independent third party that, with respect to an eligible facility's claim filed under
2.29 this subdivision:
- 2.30 (1) the conditions of subdivision 3 have been met; and
- 2.31 (2) the amount of wood pellets, expressed in metric tons, that the eligible facility claims
2.32 to have produced during the quarter is accurate.

3.1 (d) No later than February 15, May 15, August 15, and November 15, the commissioner
3.2 must issue payments under this section for the applicable quarter to an eligible facility that
3.3 filed a quarterly claim approved by the commissioner.

3.4 Subd. 5. **Payment amount; limitation.** (a) The commissioner must pay an eligible
3.5 facility \$25 per metric ton of wood pellets produced, subject to the limitations provided
3.6 under this subdivision.

3.7 (b) An eligible facility must not be paid more than \$3,750,000 in a calendar year under
3.8 this section, irrespective of the number of metric tons of wood pellets produced in a calendar
3.9 year.

3.10 (c) An eligible facility may receive payments under this section for no more than ten
3.11 years.

3.12 (d) A payment must not be made under this section after June 30, 2033.

3.13 Sec. 2. **APPROPRIATIONS.**

3.14 Notwithstanding Minnesota Statutes, section 116C.779, subdivision 1, paragraph (j),
3.15 \$3,750,000 in fiscal year 2022 and \$3,750,000 in fiscal year 2023 are appropriated from
3.16 the renewable development account established in Minnesota Statutes, section 116C.779,
3.17 subdivision 1, to the commissioner of commerce to pay wood pellet manufacturing incentives
3.18 under Minnesota Statutes, section 216B.2427. The base for the program is \$3,750,000 in
3.19 fiscal years 2024 through 2032. The base in fiscal year 2033 is \$0. Unspent funds at the end
3.20 of a fiscal year do not cancel to the renewable development account but remain available
3.21 to be expended.

3.22 **EFFECTIVE DATE.** This section is effective the day following final enactment.

Office of the Revisor of Statutes

HF 1486 as introduced - 92nd Legislature (2021 - 2022) Posted on 02/22/2021 02:39pm

KEY: ~~stricken~~ = removed, old language. underscored = added, new language.

[Version List](#) [Authors and Status](#)

Bill Text Versions

Engrossments

[Introduction](#)



Posted on 02/22/2021

Jump to page/line # eg. 2.1

Current Version - as introduced

- 1.1 A bill for an act
- 1.2 relating to energy; establishing a program to provide financial incentives for the
- 1.3 production of wood pellets; appropriating money; proposing coding for new law
- 1.4 in Minnesota Statutes, chapter 216B.
- 1.5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:
- 1.6 Section 1. ~~[216B.2427]~~ **WOOD PELLET PRODUCTION INCENTIVE.**
- 1.7 ~~Subdivision 1. Definitions. (a) For the purposes of this section, the following terms have~~
- 1.8 ~~the meanings given.~~
- 1.9 ~~(b) "Forest residue" means unused portions of harvested trees and materials from diseased,~~
- 1.10 ~~distressed, or burned trees that are processed into chips or sawdust in the field near the~~
- 1.11 ~~forested area from which the tree or tree material is supplied.~~
- 1.12 ~~(c) "Residual materials" means forest and wood mill residue.~~
- 1.13 ~~(d) "Wood mill residue" means wood residue generated at a manufacturing plant that~~
- 1.14 ~~processes harvested trees into products, including but not limited to lumber and sheathing,~~
- 1.15 ~~that are suitable for processing into chips or sawdust.~~
- 1.16 ~~(e) "Wood pellets" means a pellet manufactured from forest and wood mill residuals~~
- 1.17 ~~that is burned to produce heat or electricity.~~
- 1.18 **Subd. 2. Eligible facility.** (a) To be eligible for payments under this section, a facility
- 1.19 **must:**
- 1.20 (1) ~~be located in Minnesota;~~
- 2.1 (2) ~~dry and process residual materials from Minnesota forests and sawmills into wood~~
- 2.2 ~~pellets;~~
- 2.3 (3) ~~begin construction no later than December 31, 2022;~~
- 2.4 (4) ~~produce at least 50,000 metric tons of wood pellets annually; and~~
- 2.5 (5) ~~certify that all contractors and subcontractors pay employees constructing the facility~~
- 2.6 ~~no less than the prevailing wage rate, as defined in section 177.42.~~
- 2.7 ~~(b) An eligible facility is prohibited from transferring eligibility for payments under this~~
- 2.8 ~~section to a facility at a different location.~~
- 2.9 ~~(c) An eligible facility that ceases production for any reason is prohibited from receiving~~
- 2.10 ~~payments under this section until the eligible facility resumes production.~~
- 2.11 ~~(d) Payments under this section may be made to no more than two eligible facilities.~~
- 2.12 ~~Payments must be made to eligible facilities on a first-come, first-served basis.~~
- 2.13 **Subd. 3. Forest residue; requirements.** (a) ~~Forest residue harvested from land parcels~~
- 2.14 ~~larger than 160 acres must be certified by the Forest Stewardship Council, Sustainable~~
- 2.15 ~~Forestry Initiative, or American Tree Farm System as being harvested from sustainably~~
- 2.16 ~~managed forests.~~
- 2.17 ~~(b) Forest residue not certified under paragraph (a) must be harvested under a forest~~
- 2.18 ~~stewardship plan by a logger certified as a qualified logging professional by the Minnesota~~
- 2.19 ~~logger education program, or an equivalent certification by an independent third-party~~
- 2.20 ~~organization that teaches sustainable harvesting practices to loggers.~~

2.21 Subd. 4. **Payment; process.** (a) The commissioner must make payments under this
2.22 section to an eligible facility as provided in this subdivision.
2.23 (b) By the last day of January, April, July, and October, each eligible facility must file
2.24 a claim for payment for wood pellets produced by the eligible facility during the preceding
2.25 three calendar months. The claim must be filed with the commissioner on a form developed
2.26 by the commissioner.
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2.28 by an independent third party that, with respect to an eligible facility's claim filed under
2.29 this subdivision:
2.30 (1) the conditions of subdivision 3 have been met; and
2.31 (2) the amount of wood pellets, expressed in metric tons, that the eligible facility claims
2.32 to have produced during the quarter is accurate.
3.1 (d) No later than February 15, May 15, August 15, and November 15, the commissioner
3.2 must issue payments under this section for the applicable quarter to an eligible facility that
3.3 filed a quarterly claim approved by the commissioner.
3.4 Subd. 5. **Payment amount; limitation.** (a) The commissioner must pay an eligible
3.5 facility \$25 per metric ton of wood pellets produced, subject to the limitations provided
3.6 under this subdivision.
3.7 (b) An eligible facility must not be paid more than \$3,750,000 in a calendar year under
3.8 this section, irrespective of the number of metric tons of wood pellets produced in a calendar
3.9 year.
3.10 (c) An eligible facility may receive payments under this section for no more than ten
3.11 years.
3.12 (d) A payment must not be made under this section after June 30, 2033.

3.13 Sec. 2. **APPROPRIATIONS.**
3.14 Notwithstanding Minnesota Statutes, section 116C.779, subdivision 1, paragraph (j),
3.15 \$3,750,000 in fiscal year 2022 and \$3,750,000 in fiscal year 2023 are appropriated from
3.16 the renewable development account established in Minnesota Statutes, section 116C.779,
3.17 subdivision 1, to the commissioner of commerce to pay wood pellet manufacturing incentives
3.18 under Minnesota Statutes, section 216B.2427. The base for the program is \$3,750,000 in
3.19 fiscal years 2024 through 2032. The base in fiscal year 2033 is \$0. Unspent funds at the end
3.20 of a fiscal year do not cancel to the renewable development account but remain available
3.21 to be expended.

3.22 **EFFECTIVE DATE.** This section is effective the day following final enactment.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1725 **Version:** 1 **Name:**

Type: Agenda Item **Status:** Community Development

File created: 3/4/2021 **In control:** City Council

On agenda: 3/8/2021 **Final action:**

Title: Consider entering into a Memorandum of Understanding (MOU) with Bird Rides, Inc.

Sponsors:

Indexes:

Code sections:

Attachments: [Grand Rapids MN - Bird MOU](#)
[Bird Presentation Intro](#)
[Statute 169.225](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Consider entering into a Memorandum of Understanding (MOU) with Bird Rides, Inc.

Background Information:

Bird Rides, a stand-up electric vehicle (scooter) sharing company has reached out to the City of Grand Rapids. Bird is expanding its business into smaller markets and has identified the Grand Rapids as a potential site for their service.

Bird’s approach involves their work with a local entrepreneur that manages the fleet, deploying the units and taking them in each evening and is responsible for addressing any problems that may come up. Docking stations are not used.

Staff from the Police Department, Engineering and Public Works, Administration, City Attorney and Community Development met to discuss this interest from Bird and the MOU format provided by Bird. Motorized foot scooters are regulated, much like bicycles, under Minnesota Statute 169.225 (attached).

The MOU does not commit Bird to deploying in Grand Rapids. Some additional analysis of the Grand Rapids market will be undertaken as a next step by Bird if the City approves the MOU. The MOU provides for either parties termination of the agreement at any time without cause, with 30-day notice

Requested City Council Action

Adopt a motion entering into a Memorandum of Understanding (MOU) with Bird Rides, Inc.

Memorandum of Understanding

The City of Grand Rapids (City) will permit Bird Rides, Inc. to provide services under the following terms and limitations. This agreement shall remain in effect until April 1, 2022 unless terminated as set forth below.

AGREEMENT

- 1) Scope: This Agreement and its terms apply to any proposed deployment of Stand-up electric scooter sharing systems within Grand Rapids jurisdictional boundaries. No person shall deploy a Stand-up electric scooter sharing system in the City in violation of this Agreement.
- 2) Stand-up electric scooters shall be governed by the rules applying to bicycles and are to be ridden on streets, and where available, in bike lanes and bike paths. Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Users of Stand-up electric scooters shall be 18 or older. Users of Stand-up electric scooters who violate these provisions may be fined by the City of Grand Rapids consistent with fines for cyclists.
- 3) Bird Rides, Inc. shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each Stand-up electric scooter for members of the public to make relocation requests or to report other issues with devices.
- 4) Hours of operation: Stand-up electric scooters will be made available to rent from 4 a.m. to midnight (local time)
- 5) Bird Rides, Inc. shall provide a minimum of 50 vehicles at launch.
- 6) Safety Education: Bird Rides will provide materials, videos, signage to promote safe riding and educate riders on rider responsibilities and encourage safe and courteous riding and parking.
- 7) Data sharing: Bird Rides, Inc. will provide data to the City as necessary to assist with monitoring program usage.
- 8) Indemnification: Bird Rides, Inc. agrees to indemnify, defend and hold harmless Grand Rapids (and City's employees, agents and affiliates) from and against all actions, damages or claims brought against City arising out of Bird Rides, Inc.'s negligence or willful misconduct, except that Bird Rides, Inc.'s indemnification obligation shall not extend to claims of City's (or City's employees', agents' or affiliates') negligence or willful misconduct. The City of Grand Rapids expressly acknowledges that in no event shall Bird Rides, Inc. be liable for any special, indirect, consequential or punitive damages. Bird Rides, Inc.'s indemnification obligations shall survive for a period of one (1) year after expiration of this Agreement. Bird Rides, Inc. shall be released from its indemnification obligations under this section if the loss or damage was caused by the City's negligent construction or maintenance of public infrastructure. The City of Grand Rapids' right to indemnification shall be contingent on City notifying Bird Rides, Inc. promptly following receipt or notice of any claim; Bird Ride, Inc. shall have sole control of any

defense; City shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Bird Ride, Inc.

9) Insurance: Bird Rides, Inc. shall provide the City of Grand Rapids with proof of insurance coverage exclusively for the operation of Stand-up electric scooters including: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate; and (c) where Bird Rides, Inc. employs persons within the City, Workers' Compensation coverage of no less than the statutory requirement.

10) Notices: All notices and communications to the City from Bird Rides, Inc. shall be made in writing (includes electronic communications) and sent to the address below.

11) Either party may terminate this agreement at any time and without cause upon (30) days prior written notice.

12) In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.

13) The parties acknowledge that Bird Rides, Inc. may utilize independent business logistics providers to facilitate local operations. Bird's use of these logistics providers does not constitute a transfer or assignment of this Agreement, and Bird Rides, Inc. remains responsible for all obligations and requirements under this Agreement.

14) This agreement shall be governed by and construed in accordance with the laws of Minnesota.

City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744

Bird Rides, Inc.

Signed By:

Signature: _____

Print Name: _____

Title: _____

Signature: _____

Print Name: _____

Title: _____



Bird Introduction

2020





BIRD

What is Bird?

Bird is a last-mile, stand-up electric vehicle sharing company dedicated to bringing affordable, environmentally-friendly transportation solutions to communities everywhere.

Our mission is to get people out of cars and:



Solve the last-mile problem and connect more residents to transit options.



Reduce congestion and over-reliance on cars



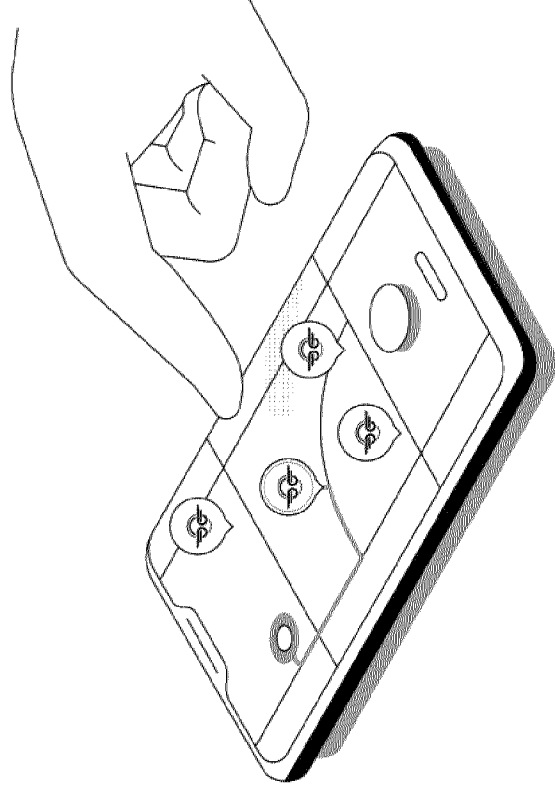
Improve air quality and reduce GHG emissions



Improve the overall quality of life in cities

How it works

Using the Bird smartphone app, riders find the closest Bird scooter on a map, unlock it and complete the safety tutorial to start their ride. It costs \$1 to start, then a per minute fee.



- 1 FIND BIRDS ON THE MAP
- 2 SCAN QR TO BEGIN RIDE
- 3 WATCH SAFETY TUTORIAL
- 4 ENJOY THE RIDE!

Our Approach

We partner closely with cities to design solutions that work for our communities at **no cost**.

Get to know each other:

Understand if Bird is a good fit for the needs of the community.

Partnership:

Decision to move forward and local operational partner outreach started.

Ongoing:

Your Bird City partner will keep you in the know, and be there if you need anything.

Operational plan:

Align on how Bird can best serve your city based on city input and Bird data.

Launch Day:

Welcome a new transportation option to town.

Our Approach

We work with a local entrepreneur from the community to manage the fleet on the ground, and in exchange they earn money on each ride.

How cities benefit:

Local Touch:

- ✓ Deep community ties, local pride, and fast issue resolution
- ✓ Nuanced knowledge of where to deploy
- ✓ Economic Opportunity

Backed by the Industry Leader:

- ✓ World-class technology & compliance tools
- ✓ Operational know-how
- ✓ Industry's Safest Vehicles



I like being my own boss, the flexibility of setting my own schedule and being able to hire my nephew because he also needed a job. I also like being part of the growing micromobility industry. It's in line with my values regarding city transportation solutions.

- Mark, Azbri Productions, Nashville



The Local Impact



56%

of rides connected to a local businesses



\$70k+

average take-home earnings from local entrepreneurs partnering with Bird.



16%

more jobs accessible



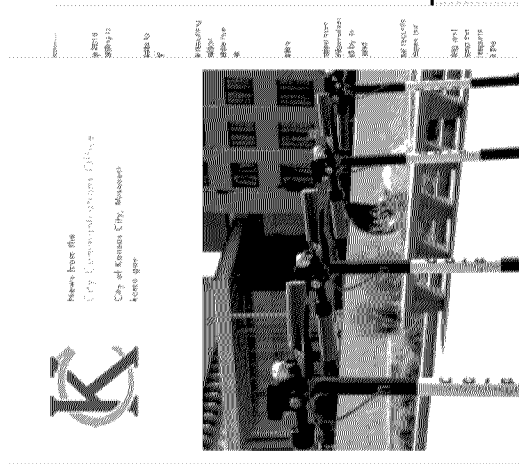
Safety First

SHARED E-SCOOTERS ARE AS SAFE AS BIKING

Across numerous city and 3rd party reports on e-scooter safety, once the injuries were seen in the context of the tens of millions of trips that were taken, shared e-scooters were found to be as safe as, or safer than biking:

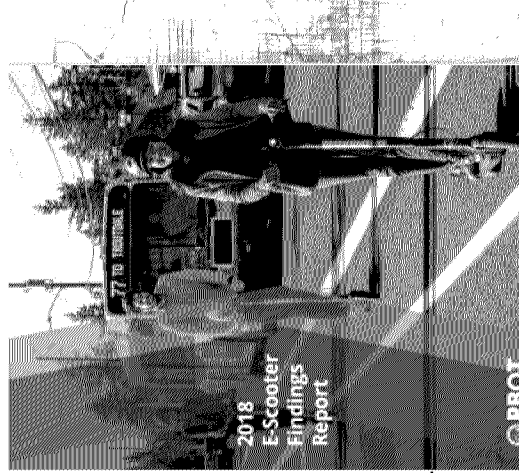
KANSAS CITY, MO

“Four months of EMS records show **less than five e-scooter injuries per month**”



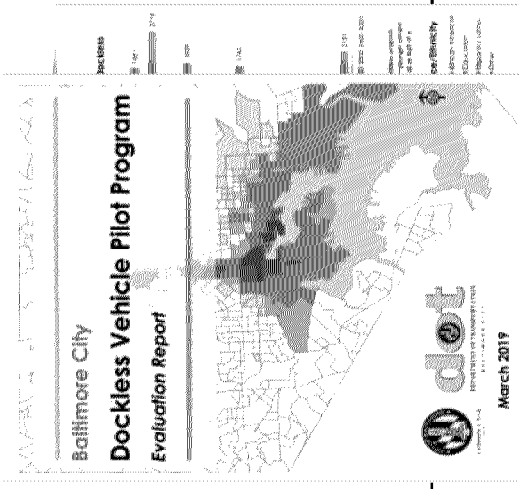
PORTLAND, OR

“e-scooters have risks similar to other parts of the transportation system.”



BALTIMORE, MD

“...the **injury rate** requiring an ED visit is **seemingly low** [...] **.66 injuries per 1,000 scooter users each year**.”

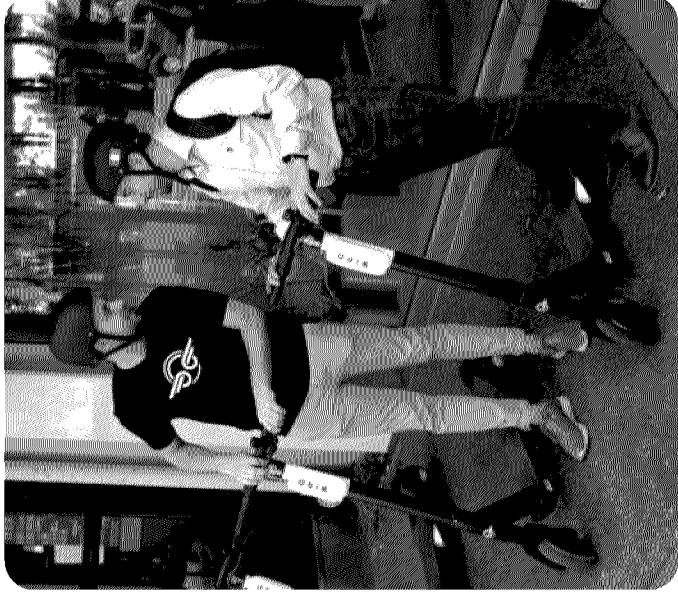


Bird Leads on Safety

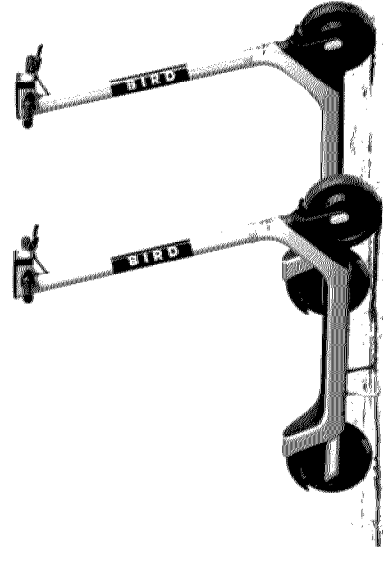
Innovative offerings like
Helmet Selfie and Warm-Up Mode



Community Engagement
& Education



Industry-leading
Vehicle Design



See what communities are saying:

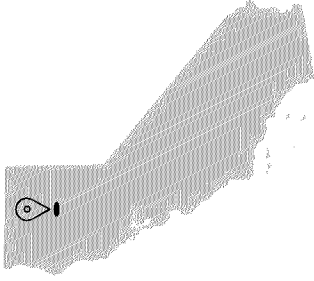
REDDING, CA

“

So awesome to have downtown. Don't have to use my car to go get food! 🍔 -

Rider

”



Fleet size: 200*

Launch date: November 2019

About: The city sees 8K rides/ month, averaging ~30 minutes.

City is excited about: Close collaboration that has led to high usage and tight operations.

Pop. 92K

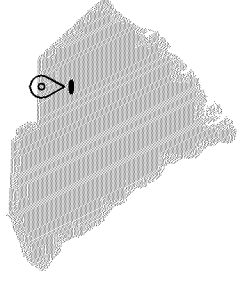
HARTSVILLE, SC

“

We will bend over backwards to help you and welcome you.

- Mayor

”



Fleet size: 50

Launch date: January 2021

About: Bird will connect residents to central business district and provide transportation to the Sonoco Campus.

City is excited about: Being a role model for the power of city + tech partnerships in small cities.

Pop. 7.7K

Proposal

Our team would be happy to put together details for your city



Launch Date:



Local Partner Onboarded:



of Vehicles:



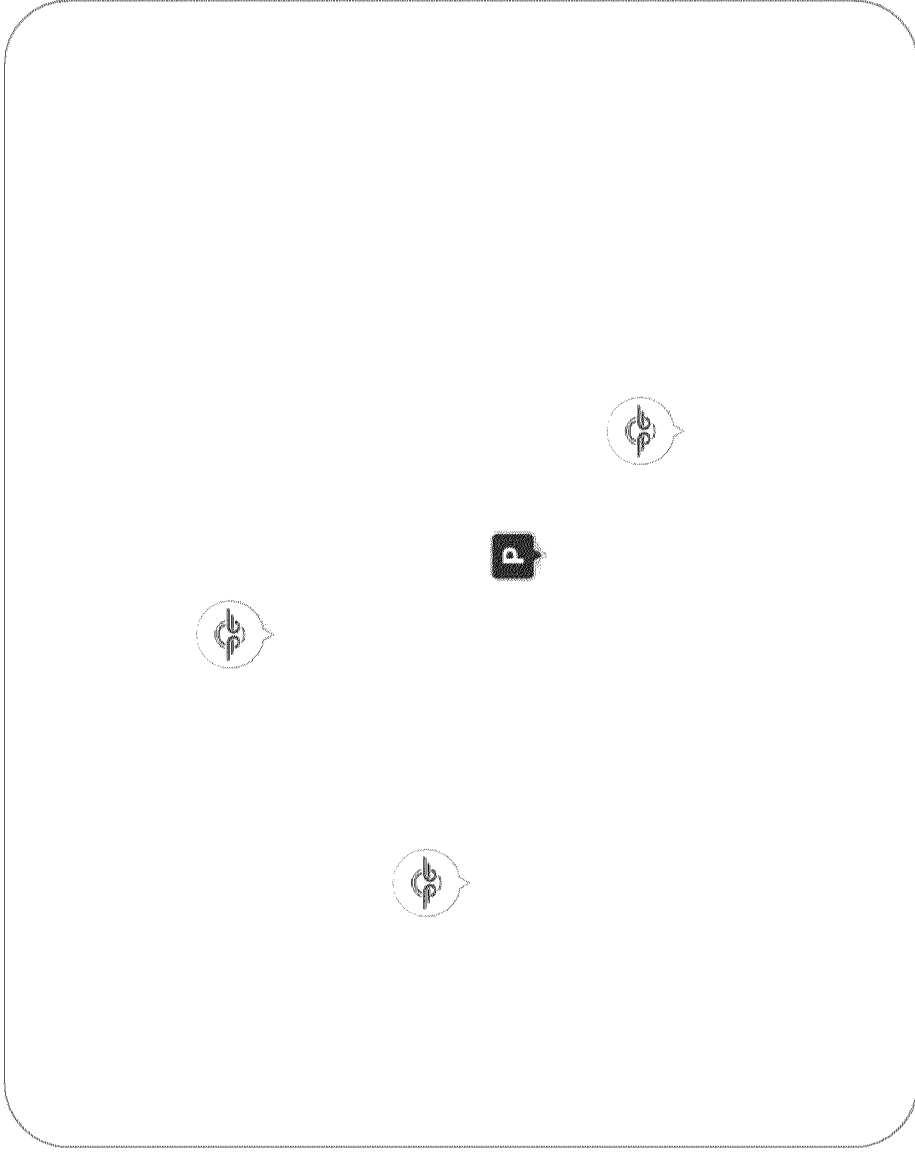
Staging locations:

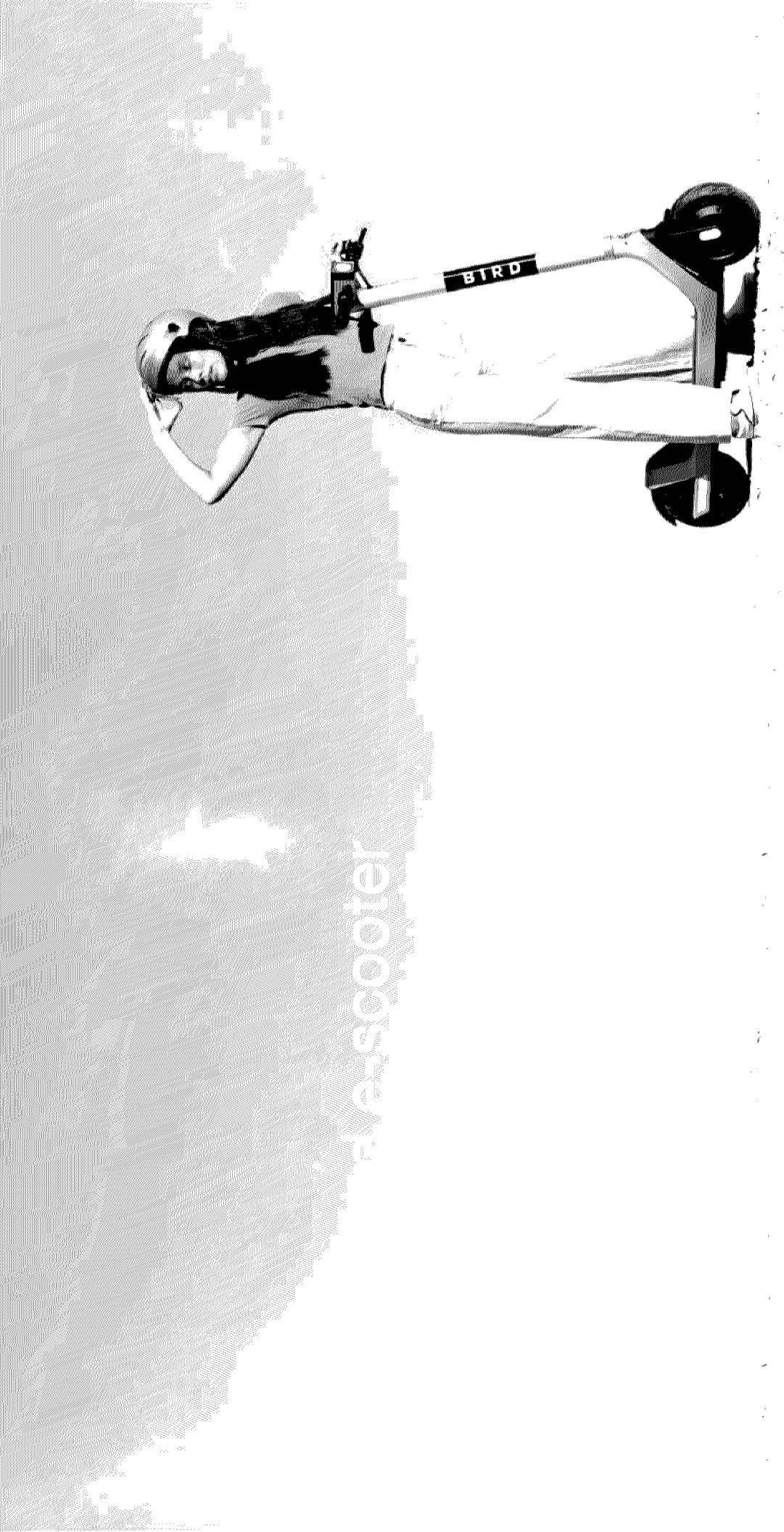


Key staging areas:



Prohibited Areas:





#e-scooter

BIRD

11

Thank you



169.225 MOTORIZED FOOT SCOOTER.

Subdivision 1. **Application of traffic laws.** Every person operating a motorized foot scooter shall have all rights and duties applicable to the operator of a bicycle, except in respect to those provisions relating expressly to motorized foot scooters and in respect to those provisions of law that by their nature cannot reasonably be applied to motorized foot scooters.

Subd. 2. **Sidewalk and passenger prohibition.** No person may operate a motorized foot scooter upon a sidewalk, except when necessary to enter or leave adjacent property. No person may operate a motorized foot scooter that is carrying any person other than the operator.

Subd. 3. **Minimum age for operator.** No person under the age of 12 years may operate a motorized foot scooter.

Subd. 4. **Protective headgear.** No person under the age of 18 years may operate a motorized foot scooter without wearing properly fitted and fastened protective headgear that complies with standards established by the commissioner of public safety.

Subd. 5. **Required lighting equipment.** A motorized foot scooter must be equipped with a headlight and a taillight that comply with standards established by the commissioner of public safety if the vehicle is operated under conditions when vehicle lights are required by law.

Subd. 6. **Operation requirements and prohibitions.** (a) A person operating a motorized foot scooter on a roadway shall ride as close as practicable to the right-hand curb or edge of the roadway, except in the following situations:

(1) when overtaking and passing another vehicle proceeding in the same direction;

(2) when preparing for a left turn, in which case the operator shall stop and dismount at the right-hand curb or right edge of the roadway, and shall complete the turn by crossing the roadway on foot, subject to restrictions placed by law on pedestrians; or

(3) when reasonably necessary to avoid impediments or conditions that make it unsafe to continue along the right-hand curb or edge, including, but not limited to, fixed or moving objects, vehicles, bicycles, pedestrians, animals, surface hazards, or narrow lanes.

(b) A person may operate a motorized foot scooter on a bicycle path, bicycle lane, bicycle trail, or bikeway that is not reserved for the exclusive use of nonmotorized traffic, unless the local authority or governing body having jurisdiction over that path, lane, trail, or bikeway prohibits operation by law.

History: 2005 c 135 s 6



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1721 **Version:** 1 **Name:** Consider establishing an eligibility list for Public Works Maintenance I and appoint Robert Kubeczko to the current vacancy.

Type: Agenda Item **Status:** Administration Department

File created: 3/3/2021 **In control:** City Council

On agenda: 3/8/2021 **Final action:**

Title: Consider establishing an eligibility list for Public Works Maintenance I and appoint Robert Kubeczko to the current vacancy.

Sponsors:

Indexes:

Code sections:

Attachments:

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Consider establishing an eligibility list for Public Works Maintenance I and appoint Robert Kubeczko to the current vacancy.

Background Information:

At the February 8, 2021 City Council meeting, the Council approved City staff to advertise for the position of Maintenance I for the City of Grand Rapids. We advertised internally and received five applications. Oral interviews were conducted with them on March 1, 2021. The interview committee consisting of Matt Wegwerth, Kevin Koetz, and Lynn DeGrio is recommending that we place two candidates on an eligibility list for a period of one year or at the Public Works Director/City Engineer's discretion.

Once the City Council has approved the recommended appointment, a background check, drug screening, physical and psychological testing will begin. We are recommending placing Robert Kubeczko in the Maintenance I position effective April 5, 2021 subject to successful completion of the aforementioned items. The starting wage based on the Public Works Bargaining agreement is \$22.03 per hour.

Rob graduated from Grand Rapids Senior High School and attended Itasca Community College. He has a full Class A CDL license and has worked with a variety of heavy equipment in previous construction positions. He has been employed as a seasonal employee with the City of Grand Rapids since November 5, 2019, where he has plowed, used the skid steer, loader, grader, semi, and has extensive experience in manual labor.

Staff Recommendation:

The Interview Committee is recommending the following be placed on an eligibility list:

1. Robert Kubeczko
2. Jesse Hidde

Requested City Council Action

Make a motion to approve the eligibility list for the position of Maintenance I and appoint Robert Kubeczko to the vacant position subject to conditions effective April 5, 2021 at a rate of \$22.03 per hour.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1726 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Administration Department
File created: 3/5/2021 **In control:** City Council
On agenda: 3/8/2021 **Final action:**
Title: Consider appointments to Housing and Redevelopment Authority
Sponsors:
Indexes:
Code sections:
Attachments:

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Consider appointments to Housing and Redevelopment Authority

Background Information:

Chris Henrichsen and Marilyn Rossman, members of the Grand Rapids Housing and Redevelopment Authority would like to continue their service. Staff is also requesting that Councilor Michelle Toven be assigned to continue as Council representative on this board.

Requested City Council Action

Make a motion to appointment Christ Henrichsen and Marilyn Rossmas to Housing and Redevelopment Authority, terms to expire March 1, 2026 and assign Councilor Michelle Toven as Council representative.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1727 **Version:** 1 **Name:** Rapids Riverfest Event Agreement
Type: Agenda Item **Status:** Administration Department
File created: 3/5/2021 **In control:** City Council
On agenda: 3/8/2021 **Final action:**
Title: Consider approving an agreement between the City of Grand Rapids, Reif Center, KAXE and Visit Grand Rapids to create and manage a music festival on Block 19 in Grand Rapids.

Sponsors:

Indexes:

Code sections:

Attachments: [Rapids Riverfest Event Agreement](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Consider approving an agreement between the City of Grand Rapids, Reif Center, KAXE and Visit Grand Rapids to create and manage a music festival on Block 19 in Grand Rapids.

Background Information:

These four entities would like to move forward with the creation and management of a music festival the second weekend of September 2021 that will positively impact tourism, non-profit and the entertainment industries and the community as a whole. The proposed contract is attached for review.

Staff Recommendation:

Approve agreement and authorize staff to move forward.

Requested City Council Action

Make a motion approving an agreement between the City of Grand Rapids, Reif Center, KAXE and Visit Grand Rapids to create and manage a music festival on Block 19 in Grand Rapids.

AGREEMENT

This Agreement is between the City of Grand Rapids (“City”), The Reif Arts Council (“Reif”), KAXE (“KAXE”), and the Visit Grand Rapids (VGR), to create and manage a music festival (“Event”) on Block 19 in Grand Rapids, Minnesota.

WHEREAS, COVID-19 has negatively impacted the community’s tourism, non-profit, and entertainment industries like hotels, restaurants, small businesses; and

WHEREAS, The City, Reif, KAXE, and VGR, desire to create and manage a music festival on the second weekend of September that will positively impact the community’s tourism, non-profit, and entertainment industries;

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

1. Scope of Work.
 - a. The name of the Event is “Rapids Riverfest”.
 - b. The Event shall occur the second weekend of September
 - c. The Event shall be held on Block 19 and surrounding streets located in the Plat of Grand Rapids.
 - d. In the event of poor weather, the Event shall be relocated to the IRA Civic Center.

2. Responsibilities
 - a. The City shall provide the following items at no-cost to Reif and KAXE:
 - i. Provide the venue.
 - ii. Provide security.
 - iii. Provide temporary traffic control.
 - iv. Create temporary fencing around the venue.
 - v. Provide tables and chairs.
 - vi. Provide portable toilets to accommodate 5,000 people.
 - vii. Provide garbage/refuse.
 - viii. Seek grants that will assist in funding the Event.
 - ix. Assist Reif and KAXE by sharing promotional information on the City social media platform.
 - x. Shall contract with musician and bands so that the City’s insurance covers the Event.
 - b. The Reif shall provide the following items at no-cost to City and KAXE:
 - i. Secure/negotiate contracts for one headliner and a minimum of one opening act for Friday night of the Event.
 - ii. Act as the fiscal agent and manage tickets sales for the Event.
 - iii. Secure all required music equipment, including the stage.
 - iv. Provide staffing and volunteers to operate both days of the Event.
 - v. Utilize the promotional platforms available to promote the Event.
 - vi. Seek grants that will assist in funding the Event.

- c. The KAXE shall provide the following items at no-cost to City and Reif:
 - i. Secure/negotiate contracts for on headliner and a minimum of four opening acts for Saturday of the Event.
 - ii. Provide staffing and volunteers to operate both days of the Event.
 - iii. Utilize the promotion platforms available to promote the Event.
 - iv. Seek grants that will assist in funding the Event.
- d. The VGR shall provide the following items at no-cost to the City, Reif, and KAXE:
 - i. Manage and coordinate the Event committees and subcommittees.
 - ii. Seek grants that will assist in funding the Event.
 - iii. Utilize the promotional platforms available to promote the Event.
 - iv. Provide staffing and volunteers to coordinate parking for the Event.

3. Financials

- a. The City shall:
 - i. Contribute \$35,000 in addition to the services under Responsibility above to said event.
 - ii. Be compensated by Reif and KAXE through ticket sales, grants, and sponsorships to cover the cost of all bands/musicians.
 - iii. Not receive any proceeds greater than expenses for the Event.
- b. The Reif shall:
 - i. Contribute any sponsorships or grants received for the Event to the revenues for the event.
 - ii. Purchase with Event revenues any hospitality rider expenses, including hotels and meals required by performs on Friday and Saturday of the Event.
 - iii. Receive 65% of proceeds greater than expenses for the Event.
- c. The KAXE shall:
 - i. Contribute any sponsorships or grants received for the Event to the revenues for the event.
 - ii. Receive 25% of proceeds greater than expenses for the Event.
- d. The VGR shall:
 - i. Contribute any sponsorships or grants received for the Event to the revenues for the event.
 - ii. Receive 5% of proceeds greater than expenses for the Event.
- e. The City, Reif, KAXE, and VGR, shall:
 - i. Mutually agree on a non-profit to receive 5% of proceeds greater than expenses for the Event.

4. Hold harmless

- a. The City, Reif, KAXE, and VGR, all agree to hold the City of Grand Rapids, its officers, agents, employees, successors and assigns, harmless and to indemnify them against any and all claims or liability for any claims, actions, causes of action, suits, or demands of any sort for damages on account of personal injuries related to or arising out of the use of the premises by the above-named parties or any of its agents, employees, officers, or independent contractors.
- b. The City, Reif, KAXE and te VGR must maintain Worker Compensation Policies covering all of their employees, subcontractors, and all other personnel who are involved in the installation, operation and or maintenance of the equipment provided by the Producer. Volunteers are exempt from this agreement.

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

City of Grand Rapids:

The Reif:

By: _____

By: Shantel Dow

Name: _____

Printed Name: Shantel N. Dow

By: _____

Name: _____

KAXE:

Visit Grand Rapids:

By: Maggie Montgomery

By: _____

Name: Maggie Montgomery Printed Name: _____

By: General Manager

Name: 3/3/2021