



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail City Council

Monday, February 8, 2021

5:00 PM

City Hall Council Chambers

CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, February 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

COUNCIL REPORTS

APPROVAL OF MINUTES

21-1676 Consider approving Council minutes for Monday, January 25, 2021 Worksession and Regular meetings.

Attachments: [January 25, 2021 Worksession](#)
[January 25, 2021 Regular Meeting](#)

VERIFIED CLAIMS

21-1673 Consider approving the verified claims for the period January 19, 2021 to February 3, 2021 in the total amount of \$809,013.26.

Attachments: [02/08/2021 Summary Council Bill List](#)

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. **21-1644** Consider entering into an employment agreement with Itasca Community College for the EAB Project

- Attachments:** [ICC Off-Campus Agreement NR City of Grand Rapids 2021 Godwin 5K](#)
[ICC Off-Campus Agreement NR City of Grand Rapids 2021 Koebernick 5K](#)
2. [21-1648](#) Consider adopting a resolution approving budgeted transfers from the General Fund to the special Revenue Funds- Domestic Animal Control Facility and Central School.
Attachments: [2020 Op tsfr Central School DACF](#)
3. [21-1651](#) Consider approving the Community Development Department's request to create specifications and solicit and accept a sales agreement from AVI Global Support utilizing Minnesota state contract pricing for an audio video system for the meeting room at the new Grand Rapids Fire Hall for \$78,301.44. This will be paid with bonds issued for construction of new Fire Hall.
Attachments: [AVI RSA 1046530 Firehall wUnion Labor](#)
[AVI Systems U of M PricingSheet](#)
[U of M Contract 2017-2021](#)
4. [21-1652](#) Consider entering into a Lease Agreement with ISD 318 for the use of Athletic Fields.
Attachments: [ISD 318 Field Lease 2020 - 21](#)
5. [21-1653](#) Consider entering into a Lease Agreement with Northeast Higher Education District for the use of Athletic Fields.
Attachments: [ICC Field Lease 2021.docx](#)
6. [21-1655](#) Consider voiding lost Accounts Payable checks #144710 and #144969, issue new checks, and waiving bond requirements for one check issued to Anderson Glass Company, Inc. in the amount of \$13,940.00 and another check issued to ODC, Inc. in the amount of \$400.00.
Attachments: [Anderson Glass Affidavit.pdf](#)
[ODC Affidavit.pdf](#)
7. [21-1656](#) Consider authorizing the Police Department to apply for a 2021 Speed and Aggressive Driving Grant from the Minnesota Department of Public Safety - Office of Traffic Safety.
8. [21-1659](#) Consider authorizing the purchase and payment of a large surface mower for the Public Works Department from Northland Lawn & Sport, LLC for \$55,859.00.
Attachments: [2021 MN Toro large surface mower](#)
[2021 Northland L&S LLC JD large surface mower](#)
9. [21-1661](#) Consider authorizing the purchase and payment of a ball field groomer for the Public Works Department from ABI Attachments for \$21,000.00.
Attachments: [ABI Attachments Quote QO356131](#)
10. [21-1662](#) Consider adopting a resolution approving an operating transfer from the Capital Equipment Replacement Fund to the Airport Capital Improvement Fund.

- Attachments:** [2020 Op Trnsfr-Res. CapEqpt to Airport](#)
11. [21-1666](#) Consider authorizing the IT Department to donate retired equipment to PCs for People and the HCC Law Enforcement Program.
Attachments: [Technology Donation List 02-03-2021.pdf](#)
[PCs For People Recycling ITAD-trifold-07162019.pdf](#)
12. [21-1667](#) Consider approving a resolution supporting a grant application to LRIP for CP 2003-18, 21st Street SW
Attachments: [LRIPResolution- 21st Street](#)
13. [21-1668](#) Consider approving TNT Construction Group, LLC Contract Change Order #001 in the amount of \$17,830, TNT Construction Group, LLC Contract Change Order #002 in the amount of \$15,308.40 and Teracon Precast Contract Change Order #002 in the amount of \$9,253.44
Attachments: [CE #005 - Step Down Stoops for Flammable Waste](#)
[S20020C-Grand Rapids Fire Department-002-CE 007-Temporary Chain Lin](#)
[S20020C-Grand Rapids Fire Department-002-CE 006-Steel Wraps at Overl](#)
14. [21-1669](#) Consider adopting a resolution authorizing an operating transfer from the Capital Project Fund-2019 Infrastructure Bond Fund to the Capital Project Fund-2021 Infrastructure Bond Fund.
Attachments: [\\$33,770 operating transfer from 480 to 482-GR Cohasset Trail](#)
15. [21-1670](#) Consider an agreement between Trampled by Turtles and the City of Grand Rapids
Attachments: [Trampled Contract](#)
16. [21-1671](#) Consider a grant request to MNDOT through their Connected and Automated Vehicle (CAV) Challenge Grant 2.0 program
Attachments: [Autonomous Vendor Form](#)
[Autonomous Work Force](#)
[Grand Rapids Autonomous Shuttle Project Grant Application](#)
[Autonomous Affidavit of noncollusion](#)
[Autonomous Conflict of Interest](#)
[Autonomous Equal Pay Certificate](#)
[2-8-21 Autonomous Commitment Letter](#)
17. [21-1675](#) Consider adopting a resolution supporting lawmakers to resolve the state budget for 2022-2023 on time and without reductions to LGA.
Attachments: [Resolution on LGA Funding](#)

SETTING OF REGULAR AGENDA

This is an opportunity to approve the regular agenda as presented or add/delete by a

majority vote of the Council members present an agenda item.

ACKNOWLEDGE BOARDS & COMMISSIONS

CIVIC CENTER, PARKS & RECREATION

18. 21-1654 Consider entering into an Agreement with the Itasca Family YMCA to place a City outdoor rink on their property.
Attachments: YMCA Ice Rink Agreement 2021

ENGINEERING\PUBLIC WORKS

19. 21-1660 Consider authorizing the purchase and payment of a 2021 Dodge pick-up for the Public Works Department for a total of \$72,195.06.
Attachments: Grand Rapids Ford Quote
Burnsville Dodge Ram 5500
Towmaster Dump Body for 2021 Dodge
Martins Snow Plow for 2021 Dodge

ADMINISTRATION DEPARTMENT

20. 21-1658 Consider accepting notice of retirement from Jim Columbus and authorize filling the vacancy.
Attachments: Columbus Retirement
21. 21-1665 Consider changing the position title from Network Technician to Assistant IT Director.
Attachments: Assistant IT Director

ADJOURNMENT

NEXT REGULAR MEETING IS SCHEDULED FOR FEBRUARY 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

Legislation Details (With Text)

File #: 21-1676 **Version:** 1 **Name:** Council minutes
Type: Agenda Item **Status:** Approval of Minutes
File created: 2/5/2021 **In control:** City Council
On agenda: 2/8/2021 **Final action:**
Title: Consider approving Council minutes for Monday, January 25, 2021 Worksession and Regular meetings.
Sponsors:
Indexes:
Code sections:
Attachments: [January 25, 2021 Worksession](#)
[January 25, 2021 Regular Meeting](#)

Date	Ver.	Action By	Action	Result
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Consider approving Council minutes for Monday, January 25, 2021 Worksession and Regular meetings.



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council Work Session

Monday, January 25, 2021

4:00 PM

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 Special Meeting/Worksession of the Grand Rapids City Council was held on Monday, January 25, 2021 at 4:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

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

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

Staff present:

Tom Pagel, Chad Sterle, Scott Johnson, Travis Cole, Nate Morlan, Matt Wegwerth, Eric Trast, Erik Scott, Janell Hecimovich

Discussion Items

1. A presentation regarding a potential pilot project that would bring autonomous vehicle public transportation to the City for 18 months.
Pilot project representatives Tammy Russell and Shana Downs, along with Myrna Peterson presented overview of autonomous vehicle public transportation program potential for Grand Rapids. This would be the first rural opportunity for autonomous transportation. Projected launch would be considered for May 2022.
Received and Filed
2. Discuss Rental Inspection Ordinance
Reviewed draft of rental inspection ordinance. Recommending this be brought to Council for consideration in February.
Referred to the City Council due back on 2/22/2021
3. Review Regular Meeting Agenda
Upon review, no changes or additions are noted.

ADJOURN

There being no further business, the meeting adjourned at 5:28 pm.

Respectfully submitted: Janell Hecimovich, Recorder



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Monday, January 25, 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, January 25, 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, Travis Cole, Matt Wegwerth, Erik Scott, Janell Hecimovich

MEETING PROTOCOL POLICY

PUBLIC FORUM

None.

PUBLIC HEARINGS - 5:30 PM

18. Consider conducting the Public Hearing for CP 2021-2, the 5th Street SW Improvements Project.
- Matt Wegwerth presented background information including CIP, project and special assessment policy.*
- A motion was made by Councilor Dale Adams, seconded by Councilor Rick Blake, to open the public hearing. The motion PASSED by the following vote.**
- Aye** 5 - Mayor Dale Christy
Councilor Dale Adams
Councilor Rick Blake
Councilor Tasha Connelly
Councilor Michelle Toven
- Mayor Christy indicated that this is the time and place for all those wishing to be heard on the presented project may do so at this time. Noted that all required notices have been made and no correspondence was received in the City Clerk's office.*

Rebecca Litch-Heinrich, SW 10 Avenue, requested information regarding fixing the alleyway.

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

A motion was made by Councilor Dale Adams, seconded by Councilor Michelle Toven, to close the public hearing. The motion PASSED by the following vote.

COUNCIL REPORTS

Councilor Blake provides information regarding website for those seeking access to the Covid vaccine.

APPROVAL OF MINUTES

Consider approving Council minutes for Monday, January 11, 2021 Regular meeting.

A motion was made by Councilor Tasha Connelly, seconded by Councilor Michelle Toven, to approve Council minutes as presented. The motion PASSED by 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 January 5, 2021 to January 18, 2021 in the total amount of \$3,604,525.30, of which \$2,426,391.25 are debt service payments.

A motion was made by Councilor Michelle Toven, seconded 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 accepting the resignation of Alice Moren from the Human Rights Commission.
Approved by consent roll call
2. Consider approving the Public Works Department's request to create specifications and solicit quotes utilizing the Minnesota Cooperative Purchasing Venture for the Public Works purchase of the 2021 budgeted large surface mower, pick-up truck with

dump box and ball field groomer.

Approved by consent roll call

3. Consider approving a Supplemental Letter Agreement (SLA) 2022-1 with SEH related to CP 2022-1, Highway 2 Lighting Project

Approved by consent roll call

4. Consider approving a Supplemental Letter Agreement (SLA) 2021-2 with SEH related to CP 2021-2, 5th Street SW Reconstruction

Approved by consent roll call

5. Consider a request by the Police Department to purchase and approve payment for two (2) 2021 Ford Police Interceptor Utility (SUV) vehicles from Dondelinger Ford of Grand Rapids and one (1) 2021 Jeep Grand Cherokee Laredo (SUV) from Lake Woods Chrysler of Grand Rapids for a total expenditure not to exceed \$141,000.00.

Approved by consent roll call

6. Consider approving Change Order 1 related to CP 2015-3, Hwy 2 West Trail

Approved by consent roll call

7. Consider adopting a resolution approving a loan to the Capital Equipment Fund in the amount of \$424,690.00.

Adopted Resolution 21-04 by consent roll call

8. Consider approving the Public Works Department's purchase of a 2021 budgeted compact track loader, equipped with a bucket and a cold planer from ASV for \$74,053.50.

Approved by consent roll call

9. Consider approving the Public Works Department's purchase of a 2021 budgeted compact track loader, equipped with a bucket, v-plow and a backhoe attachment for the Cemetery from ASV for \$82,584.72.

Approved by consent roll call

10. Consider adopting a resolution accepting a \$9,045.00 grant from the Minnesota Department of Public Safety for the purchase and installation of a gear washer the Grand Rapids Fire Department.

Adopted Resolution 21-05 by consent roll call

11. Consider extending the current Lease Agreement between the City of Grand Rapids and Ray's Sport and Marine

Approved by consent roll call

12. Consider approving a professional services agreement with SEH Inc. for services

related to the Beacon Relocation Project at the GPZ Airport.

Approved by consent roll call

- 13. Consider extending the current Lease Agreement between the City of Grand Rapids and Wayne's Automotive

Approved by consent roll call

- 14. Consider approving a resolution entering into a detour agreement with the State of Minnesota for SP 3104-60 and SP 3105-16

Adopted Resolution 21-06 by consent roll call vote

- 15. Consider a sponsorship agreement between Grand Rapids State Bank and the City related to the IRA Civic Center.

Approved by consent roll call

Approval of the Consent Agenda

A motion was made by Councilor Dale Adams, seconded by Councilor Rick Blake, approving 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 Michelle Toven, seconded by Councilor Tasha Connelly, approving 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

- 16. Review and acknowledge minutes for Boards and Commissions.

Acknowledge Boards and Commissions

DEPARTMENT HEAD REPORT

- 17. Grand Rapids Fire Department - Travis Cole, Fire Chief

Fire Chief Travis Cole provided overview of Fire Department activities, calls, training,

etc. A full report is available to the public upon request.

Received and Filed

ENGINEERING\PUBLIC WORKS

19. Consider adopting a resolution ordering CP 2021-2, the 5th Street SW Reconstruction Project and the plans and specifications for the Project to be completed.

A motion was made by Councilor Rick Blake, seconded by Councilor Dale Adams, adopted Resolution 21-07, ordering CP 2021-2, the 5th Street SW Reconstruction Project and the plans and specifications for the Project. 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

The meeting adjourned at 6:28 pm.

Respectfully submitted: Janell Hecimovich, Recorder



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1673 **Version:** 1 **Name:** VERIFIED CLAIMS
Type: Verified Claims **Status:** Verified Claims
File created: 2/4/2021 **In control:** City Council
On agenda: 2/8/2021 **Final action:**
Title: Consider approving the verified claims for the period January 19, 2021 to February 3, 2021 in the total amount of \$809,013.26.
Sponsors:
Indexes:
Code sections:
Attachments: [02/08/2021 Summary Council Bill List](#)

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period January 19, 2021 to February 3, 2021 in the total amount of \$809,013.26.

Requested City Council Action

Make a motion approving the verified claims for the period January 19, 2021 to February 3, 2021 in the total amount of \$809,013.26.

DATE: 02/04/2021
 TIME: 14:29:03
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 02/08/2021

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
1309338	MN STATE TREAS/BLDG INSPECTOR	7,079.22
	TOTAL	7,079.22
CITY WIDE		
0401740	DATEL CONSULTING GROUP LLC	267.00
	TOTAL CITY WIDE	267.00
SPECIAL PROJECTS-NON BUDGETED		
1105530	KENNEDY & GRAVEN	323.00
	TOTAL SPECIAL PROJECTS-NON BUDGETED	323.00
ADMINISTRATION		
1920240	CHAD B STERLE	360.00
	TOTAL ADMINISTRATION	360.00
BUILDING MAINTENANCE-CITY HALL		
0118100	ARAMARK UNIFORM & CAREER	52.90
0920060	ITASCA COUNTY TREASURER	185.94
	TOTAL BUILDING MAINTENANCE-CITY HALL	238.84
COMMUNITY DEVELOPMENT		
0920060	ITASCA COUNTY TREASURER	80.78
	TOTAL COMMUNITY DEVELOPMENT	80.78
FINANCE		
0718060	GRAND RAPIDS HERALD REVIEW	358.00
1309330	MINNESOTA SOCIETY OF CPA'S	315.00
	TOTAL FINANCE	673.00
FIRE		
0920059	ITASCA COUNTY SHERIFFS DEPT	5,369.40
0920060	ITASCA COUNTY TREASURER	149.17

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/08/2021

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
FIRE		
	TOTAL FIRE	5,518.57
PUBLIC WORKS		
0100046	ASV HOLDINGS INC	1,171.23
0103325	ACHESON TIRE INC	170.00
0104799	ADVANCED SERVICES INC	306.00
0113223	AMERICAN DETAILING	250.00
0121721	AUTO VALUE - GRAND RAPIDS	145.17
0221650	BURGGRAF'S ACE HARDWARE	78.94
0301685	CARQUEST AUTO PARTS	299.28
0315455	COLE HARDWARE INC	34.68
0318900	CRYSTEEL TRUCK EQUIPMENT INC	837.00
0401420	DAKOTA FLUID POWER, INC	138.51
0514802	ENVIROTECH SERVICES INC	5,334.48
0601690	FASTENAL COMPANY	175.00
0609305	FIGGINS TRUCK & TRAILER REPAIR	311.36
0718060	GRAND RAPIDS HERALD REVIEW	777.90
0800040	H & L MESABI	1,282.70
0920060	ITASCA COUNTY TREASURER	457.67
1200500	L&M SUPPLY	16.52
1301015	MACQUEEN EQUIPMENT INC	211.91
1303039	MCCOY CONSTRUCTION & FORESTRY	223.55
1415030	NAPA SUPPLY OF GRAND RAPIDS	135.38
1415484	NORTHERN LIGHTS TRUCK	209.23
1421155	NUCH'S IN THE CORNER	190.03
1621125	PUBLIC UTILITIES COMMISSION	12,391.48
1801899	RAYS SPORT & CYCLE	894.98
1901264	SAFETY KLEEN SYSTEMS INC	2,044.00
2209421	VIKING ELECTRIC SUPPLY INC	931.05
	TOTAL PUBLIC WORKS	29,018.05
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	230.18
0920060	ITASCA COUNTY TREASURER	73.77
1621125	PUBLIC UTILITIES COMMISSION	194.95
1901264	SAFETY KLEEN SYSTEMS INC	87.00
	TOTAL FLEET MAINTENANCE	585.90
POLICE		
0215755	BOUND TREE MEDICAL LLC	152.99

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/08/2021

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
POLICE		
0301685	CARQUEST AUTO PARTS	251.68
0409501	JOHN P. DIMICH	4,583.33
0524225	EXECUTIVE DISTRIBUTORS	1,583.60
0715447	GOLDEN RULE CREATION INC	559.08
0920059	ITASCA COUNTY SHERIFFS DEPT	15,500.40
0920060	ITASCA COUNTY TREASURER	3,077.91
1920233	STREICHER'S INC	155.73
1920240	CHAD B STERLE	320.00
2000400	T J TOWING	125.00
	TOTAL POLICE	26,309.72
CENTRAL SCHOOL		
0218745	ASHLEY BRUBAKER	117.07
0315455	COLE HARDWARE INC	7.49
	TOTAL	124.56
AIRPORT		
0301685	CARQUEST AUTO PARTS	73.52
0315455	COLE HARDWARE INC	48.45
0801836	HAWKINSON SAND & GRAVEL	302.26
0920060	ITASCA COUNTY TREASURER	106.98
1401650	NARDINI FIRE EQUIPMENT CO INC	263.00
1608345	PHILS GARAGE DOOR	678.89
	TOTAL	1,473.10
CIVIC CENTER		
GENERAL ADMINISTRATION		
0315455	COLE HARDWARE INC	15.48
0401520	DANIELSON HEATING AND COOLING	1,372.34
1309332	MN STATE RETIREMENT SYSTEM	1,706.32
1909510	SIM SUPPLY INC	1,101.60
1920555	STOKES PRINTING & OFFICE	18.73
2000522	TNT CONSTRUCTION GROUP, LLC	1,801.00
	TOTAL GENERAL ADMINISTRATION	6,015.47
STATE HAZ-MAT RESPONSE TEAM		

DATE: 02/04/2021
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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/08/2021

VENDOR #	NAME	AMOUNT DUE

STATE HAZ-MAT RESPONSE TEAM		
0920059	ITASCA COUNTY SHERIFFS DEPT	3,288.24
	TOTAL	3,288.24
CEMETERY		
0920060	ITASCA COUNTY TREASURER	41.88
1200500	L&M SUPPLY	8.54
1621125	PUBLIC UTILITIES COMMISSION	85.29
	TOTAL	135.71
DOMESTIC ANIMAL CONTROL FAC		
0114350	ANIMAL CARE EQUIP & SERV LLC	456.15
0920060	ITASCA COUNTY TREASURER	154.47
1415048	NORTH COUNTRY VET CLINIC	262.20
	TOTAL	872.82
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-FIRE DEPT		
0717995	GRAND FORKS FIRE EQUIPMENT LLC	1,035.00
	TOTAL CAPITAL OUTLAY-FIRE DEPT	1,035.00
CAPITAL OUTLAY-POLICE		
0914735	INTOXIMETERS INC	897.00
	TOTAL CAPITAL OUTLAY-POLICE	897.00
CAPITAL OUTLAY-RECREATION		
0118230	ARENA WAREHOUSE, LLC	24,900.00
	TOTAL CAPITAL OUTLAY-RECREATION	24,900.00
2019 INFRASTRUCTURE BONDS		
2019-1 GLF COURSE RD UTIL EXT		
1920240	CHAD B STERLE	320.00
	TOTAL 2019-1 GLF COURSE RD UTIL EXT	320.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/08/2021

VENDOR #	NAME	AMOUNT DUE

2020	INFRASTRUCTURE BONDS	
	2019 STREET IMP PROJECT	
0718060	GRAND RAPIDS HERALD REVIEW	262.20
	TOTAL 2019 STREET IMP PROJECT	262.20
2021	INFRASTRUCTURE BONDS	
	CP2020/FD-1 NEW FIRE HALL	
0218115	BRAUN INTERTEC CORPORATION	1,400.00
0900055	ICS CONSULTING INC	46,553.72
1301850	MAX GRAY CONSTRUCTION	5,700.00
2000522	TNT CONSTRUCTION GROUP, LLC	31,481.48
	TOTAL CP2020/FD-1 NEW FIRE HALL	85,135.20
	DACF/PD EXPANSION	
0900055	ICS CONSULTING INC	2,905.60
2000522	TNT CONSTRUCTION GROUP, LLC	63,451.45
	TOTAL DACF/PD EXPANSION	66,357.05
2022	INFRASTRUCTURE BONDS	
	IRA CIVIC CENTER RENOVATION	
0900055	ICS CONSULTING INC	174,642.00
	TOTAL IRA CIVIC CENTER RENOVATION	174,642.00
	STORM WATER UTILITY	
0301685	CARQUEST AUTO PARTS	30.62
0920060	ITASCA COUNTY TREASURER	390.15
1415030	NAPA SUPPLY OF GRAND RAPIDS	67.08
1621125	PUBLIC UTILITIES COMMISSION	77,200.00
2009725	TITAN MACHINERY INC	1,422.96
	TOTAL	79,110.81
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$515,023.24
	CHECKS ISSUED-PRIOR APPROVAL	
	PRIOR APPROVAL	
0113105	AMAZON CAPITAL SERVICES	289.08
0305530	CENTURYLINK QC	59.51
0405310	DOMINIC DEGUISEPPI	250.00
0605191	FIDELITY SECURITY LIFE	60.99

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/08/2021

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0718015	GRAND RAPIDS CITY PAYROLL	252,295.43
0718070	GRAND RAPIDS STATE BANK	908.48
0900060	ICTV	17,168.43
0920036	ITASCA COUNTY ATTORNEY OFFICE	371.00
0920055	ITASCA COUNTY RECORDER	92.00
1015342	SCOTT JOHNSON	638.40
1205090	LEAGUE OF MINNESOTA CITIES	1,710.00
1209516	LINCOLN NATIONAL LIFE	1,874.26
1301146	MARCO TECHNOLOGIES, LLC	235.65
1309199	MINNESOTA ENERGY RESOURCES	3,281.59
1601305	THOMAS J. PAGEL	1,023.09
1621130	P.U.C.	11,945.26
2000100	TASC	30.60
2114750	UNUM LIFE INSURANCE CO OF AMER	272.62
T000728	RICHARD A SWANN	1,483.63

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:\$293,990.02

TOTAL ALL DEPARTMENTS: \$809,013.26



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1644 **Version:** 1 **Name:** ICC EAB Employment Agreement
Type: Agenda Item **Status:** Consent Agenda
File created: 1/28/2021 **In control:** City Council
On agenda: 2/8/2021 **Final action:**
Title: Consider entering into an employment agreement with Itasca Community College for the EAB Project
Sponsors:
Indexes:
Code sections:
Attachments: [ICC Off-Campus Agreement NR City of Grand Rapids 2021 Godwin 5K](#)
[ICC Off-Campus Agreement NR City of Grand Rapids 2021 Koebernick 5K](#)

Date	Ver.	Action By	Action	Result
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Consider entering into an employment agreement with Itasca Community College for the EAB Project

Background Information:

The City of Grand Rapids was recently awarded a grant through the MN DNR to complete an Emerald Ash Borer Management Plan and Public Tree Inventory. The City has been working with the ICC Forestry Department to provide educational and employment opportunities to current students to help with the project. Two ICC students will be assisting City staff with the public tree inventory portion of the project. Attached are two employment agreements with ICC for this work. These students will be employed by ICC and ICC will bill the City. The project will be funded with grant dollars with a salary not to exceed \$10,000.

Staff Recommendation:

Matt Wegwerth, Public Works Director/City Engineer, recommends entering into an employment agreement with Itasca Community College for the EAB Project

Requested City Council Action

A motion entering into an employment agreement with Itasca Community College for the EAB Project



Student Employment Agreement

This agreement is entered into between **Itasca Community College**, hereinafter known as the "Institution", and City of Grand Rapids, hereinafter known as the "Employer".

The parties agree to and understand that work to be performed under this agreement is to be in the public interest, and which (1) will not result in the displacement of employed workers or impair existing contracts for services; (2) will be governed by such conditions of employment, including compensation, as will be appropriate and reasonable in light of such factors as type of work performed, geographical region and proficiency of the employee and as mutually agreed by the Institution and the Employer; (3) does not involve the construction, operation, or maintenance of so much of any facility as is used, or is to be used, for sectarian instruction or as a place for religious worship; and (4) does not involve any partisan or non-partisan political activity associated with a candidate, or contending faction or group, in an election for public or party office.

It is agreed that the Institution shall:

1. Provide students to the Employer determining performance of specific work assignments.
2. Provide work authorization forms to the Employer and once completed by the Employer will be kept on file at the Institution.
3. Determine whether the student(s) meets eligibility requirements of student employment and reserves the right to determine whether students are performing appropriate work.
4. Paid student(s) via student payroll based on the established hourly rate and number of hours worked.

It is agreed that the Employer shall:

1. Complete and sign work authorization form and return to the Institution for record keeping.
2. Provide orientation to the student with respect to hours to be worked, place of duties, working conditions, safety standards, standards of conduct (including dress code), and a familiarization with the Employer's procedures. Such orientation shall be designed to aid the student in adjusting to the position and shall be paid under the terms of the agreement.
3. Provide on-site supervision of the employment activities of the student.
4. Maintain time records for each student and submit these records in writing upon request from the Institution.
5. Ensure that students are only paid for hours of actual work. Students may not be paid for lunch, vacation, holidays, sick days, etc.

6. Not permit any student to work beyond the date specified by the Institution as the ending date of the students term of employment or exceed his/her gross earnings limit as listed on the work authorization. Employer shall assume responsibility for payment of compensation to students for hours worked beyond these limits.
7. The Employer is considered the employer for purposes of this agreement. It has the ultimate right to control and direct the services of each student as to the result to be accomplished and the means by which the result is to be accomplished.

Minnesota Government Data Practices Act

The State of Minnesota has laws (the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 [“the Act”]) that classify the College/University’s written and electronic information as public, private or confidential. Except as otherwise provided in law or College/University policy, data on students is private and may not be shared with any other party. If the Employer receives a request from a third party for any data provided to the Employer by the College/University, the Employer agrees to immediately notify the College/University. The College/University will give the Employer instructions concerning the release of the data to the requesting party before the data is released and the Employer agrees to follow those instructions.

Americans with Disability Act (ADA) Compliance

The Employer agrees that in fulfilling the duties of this Agreement, the Employer is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Chapter 12101, et seq., and any regulations promulgated to the Act. The College/University IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

Non-Discrimination

The Employer recognizes that it is the policy of the College/University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran’s status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Employer agrees to adhere to this policy in implementing this Agreement.

Terms of Agreement:

This agreement will become effective on 01/27/2021 and will continue in effect until 12/31/2021.

During periods of regular enrollment, students employed under this agreement may work no more than fifteen (15) hours per week. When classes are not in session (during vacation breaks and summer), students may work up to forty hours (40) per week, as authorized by the Institution.

1. The Employer has hired Clayton Godwin (student name) to work a maximum of **thirty (30)** hours per week each at a rate of 12 per hour between the dates of 01/27/2021 and 12/31/2021.
2. The Employer will pay to the Institution an amount calculated to cover the Employer's share of the compensation of students employed under this agreement, to wit: 100% of the total amount earned by students employed under this agreement. **Salary not to exceed \$5,000 in total.**
3. Each party will be responsible for its own acts and behavior and the results thereof. The student workers are employees of the Employer when participating in this agreement and as such are covered by Workman's Compensation and Unemployment Benefits by the Employer.

Students may be removed from work on a particular assignment or from the Employer by the Institution, either on its own initiative or at the request of the Employer.

Any changes or additions to this Agreement must be in writing and signed by authorized representatives of each party.

For the Institution

For the Employer

 Itasca Community College Date

 Signature Date

 Title

Itasca Community College is an affirmative action, equal opportunity employer and educator. This document is available in alternative formats to individuals with disabilities. Consumers with hearing or speech disabilities may contact us via their preferred Telecommunications Relay Service. If you require an accommodation for a disability, please contact:

Ann Vidovic – 14 Backes Center 218-322-2433 or ann.vidovic@itascacc.edu



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1. The Employer has hired Chelsey Koebernick (student name) to work a maximum of **thirty (30)** hours per week each at a rate of 12 per hour between the dates of 01/27/2021 and 12/31/2021.
2. The Employer will pay to the Institution an amount calculated to cover the Employer's share of the compensation of students employed under this agreement, to wit: 100% of the total amount earned by students employed under this agreement. **Salary not to exceed \$5,000 in total.**
3. Each party will be responsible for its own acts and behavior and the results thereof. The student workers are employees of the Employer when participating in this agreement and as such are covered by Workman's Compensation and Unemployment Benefits by the Employer.

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For the Institution

For the Employer

Itasca Community College Date

Signature Date

Title

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CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1648 **Version:** 1 **Name:** Operating Transfer-DACF and Central School
Type: Agenda Item **Status:** Consent Agenda
File created: 1/29/2021 **In control:** City Council
On agenda: 2/8/2021 **Final action:**
Title: Consider adopting a resolution approving budgeted transfers from the General Fund to the special Revenue Funds- Domestic Animal Control Facility and Central School.

Sponsors:

Indexes:

Code sections:

Attachments: [2020 Op tsfr Central School DACF](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution approving budgeted transfers from the General Fund to the special Revenue Funds-Domestic Animal Control Facility and Central School.

Background Information:

The City adopted the 2020 budget on December 16, 2019. The budget included an operating transfer in the amount of \$31,717 from the General Fund to the Special Revenue Fund-Domestic Animal Control Facility. Our actual expenditures were less than budgeted, so the operating transfer is \$24,100.00. The budget also included an operating transfer in the amount of \$39,620 from the General Fund to the Special Revenue Fund-Central School. The actual expenditures for the Central School were less then budgeted, so the required operating transfer is \$27,464.

Staff Recommendation:

Staff recommends adopting a resolution approving budgeted transfers from the General Fund to the special Revenue Funds- Domestic Animal Control Facility and Central School.

Requested City Council Action

Make a motion adopting the resolution approving budgeted transfers from the General Fund to the Special Revenue Funds-Domestic Animal Control Facility in the amount of \$24,100 and transfer from the General Revenue Fund to the Special Revenue Fund-Central School in the amount of \$27,464 as of December 31, 2020.

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

RESOLUTION NO. 21-

A RESOLUTION AUTHORIZING THE FOLLOWING BUDGETED OPERATING TRANSFERS FROM THE GENERAL FUND TO THE SPECIAL REVENUE FUND- DOMESTIC ANIMAL CONTROL FACILITY IN THE AMOUNT OF \$24,100 AND A TRANSFER FROM THE GENERAL FUND TO SPECIAL REVENUE FUND-CENTRAL SCHOOL IN THE AMOUNT OF \$27,464 AS OF DECEMBER 31, 2020

WHEREAS, on December 16, 2019, the Grand Rapids City Council approved the 2020 budget that included the following transfers:

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes the following budgeted operating transfers as of December 31, 2020:

\$24,100	from the General Fund to the Special Revenue Fund- Domestic Animal Control Facility, and
\$27,464	from the General Fund to the Special Revenue Fund-Central School

Adopted this 8th day of February 2021.

Dale Christy, Mayor

Attest:

Kim Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1651 **Version:** 1 **Name:** New Fire Hall Meeting Room AV System
Type: Agenda Item **Status:** Consent Agenda
File created: 2/1/2021 **In control:** City Council
On agenda: 2/8/2021 **Final action:**
Title: Consider approving the Community Development Department's request to create specifications and solicit and accept a sales agreement from AVI Global Support utilizing Minnesota state contract pricing for an audio video system for the meeting room at the new Grand Rapids Fire Hall for \$78,301.44. This will be paid with bonds issued for construction of new Fire Hall.

Sponsors:

Indexes:

Code sections:

Attachments: [AVI RSA 1046530 Firehall wUnion Labor](#)
[AVI Systems U of M PricingSheet](#)
[U of M Contract 2017-2021](#)

Date	Ver.	Action By	Action	Result
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Consider approving the Community Development Department's request to create specifications and solicit and accept a sales agreement from AVI Global Support utilizing Minnesota state contract pricing for an audio video system for the meeting room at the new Grand Rapids Fire Hall for \$78,301.44. This will be paid with bonds issued for construction of new Fire Hall.

Background Information:

In order to utilize the new Grand Rapids Fire Hall meeting room efficiently and effectively for virtual and on site meetings and training a audio video system is required in the space. The meeting room at the new fire hall is also being designed so it can be utilized by other city departments if needed for virtual and on site meetings, training and events. The audio video system was not included in the original construction contract because it requires specialized specific design, equipment and installation.

Staff Recommendation:

Staff recommends council authorize Community Development to create specifications, solicit quotes and accept a sales agreement from AVI Global Support utilizing Minnesota state contract pricing for new Fire Hall meeting room audio video system for \$78,301.44. This will be paid with bonds issued for construction of new Fire Hall.

Requested City Council Action

Make a motion authorizing Community Development to create specifications, solicit quotes and accept a sales agreement from AVI Global Support utilizing Minnesota state contract pricing for new Fire Hall meeting room audio video system for \$78,301.44. This will be paid with bonds issued for construction of new Fire Hall.

Retail Sales Agreement



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

Proposal Number: 1046530
Prepared For: City of Grand Rapids
Attn: Erik Scott

Proposal Date: February 01, 2021

City of Grand Rapids New Fire Hall-Union Labor

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

BILL TO

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

SITE

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

COMMENTS

All equipment pricing is from U of M State contract U140.9.

Labor rates are union rates per existing PLA terms.

PRODUCTS AND SERVICES SUMMARY

Equipment	\$42,215.92
Integration	\$30,383.52
PRO Support	\$4,500.00
Shipping & Handling	\$1,202.00
Tax	\$0.00
Grand Total	\$78,301.44

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

All returned equipment is subject to a restocking charge. The prices are valid for 30 days and may be locked in by signing this Retail Sales Agreement.

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

INVOICING AND PAYMENT TERMS

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

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

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

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

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

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

TAXES AND DELIVERY

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

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

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

AGREED AND ACCEPTED BY

Company

Signature

Printed Name

Date

AVI Systems, Inc.

Company

Signature

Printed Name

Date

CONFIDENTIAL INFORMATION

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

SERVICES TO BE PROVIDED

INTEGRATION SERVICES

INTEGRATION SCOPE OF WORK

A. SUMMARY: The City of Grand Rapids is building a new fire hall and would like to have an AV system installed in the large training room. The customer will be using the space for presentation as well as video conferencing to reduce travel costs for training events

B. SYSTEM DESCRIPTION:

Fire Hall Training Room: 40'W x 45'L. 11' ceiling

- Functionality Description: The training room will seat up to 52 people. The technology will be supported by the city IT staff with a Pro Support plan in place to be the backbone of the system.
- Displays:
 - Customer provided 86" display to be wall mounted at the front of the room and serve as a secondary display for video conferencing.
 - Laser projector to be ceiling mounted with manual pulldown screen for people at the back of the room to be able to clearly see content.
- Source Devices:
 - HDMI connection at the lectern.
 - HDMI wall plate at the front of the room.
 - Owner furnished PC to run Web Ex meetings
- Audio:
 - 10 ceiling speakers to be installed for full room coverage to provide voice lift from presenter and conferencing audio.
 - 4 ceiling mics to be installed to provide full room voice pick up of audience for video conferencing
 - 4 wireless desktop mics to be installed for people seated at the front table.
 - 1 wireless handheld/lav mic combo for presenter
 - DSP to be installed for audio processing, mixing as well as VOIP.
- Conferencing:
 - Customer uses Web Ex for conferencing but would like the ability to join meetings on other platforms like Teams, Zoom and Google
 - 2 PTZ video cameras will be installed for video conferencing.
 - One will be ceiling mounted for picking up the front of the room.
 - One will be wall mounted at the front for picking up the audience
- Switching:
 - Crestron digital media presentation system to be installed for signal input and routing.
- Controls:
 - Control system to be installed for ease of use.
 - Touch panel will be installed on the front wall to control the system-
 - System on/off
 - Speaker volume control
 - PTZ camera control and pre-sets
 - Audio conferencing dialing
- Equipment Location:
 - Equipment will be in a locking rack at the front of the room.

C. EXCLUSIONS: The following work is **not included** in our Scope of Work:

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration
- Necessary gypsum board replacement and/or repair

- Necessary ceiling tile or T-bar modifications, replacements and/or repair
- Structural support of equipment *AVI Systems not responsible for building related vibrations
- Installation of ceiling mounted projection screen
- All millwork (moldings, trim, cut outs, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted lifts and scaffolding are not included

D. CONSTRUCTION CONSIDERATIONS:

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:

- The room(s) match(es) the drawings provided.
- Site preparation by the Customer and their contractors includes electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to site that AVI Systems is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse AVI Systems for all lost time and inefficiencies. At this time, the Customer will be presented a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building / facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling is to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

F. INTEGRATION PROJECT MANAGEMENT PROCESSES

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service transition

G. KNOWLEDGE TRANSFER (TRAINING)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

H. AVI SYSTEMS INTEGRATION SERVICES RESPONSIBILITIES

AVI Systems will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility of the equipment integration.
- Provide systems configuration, checkout and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer supplied equipment documentation.
- Provide final documentation and “as built” system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of ceiling mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.
- Provide reasonable accesses of AVI Systems personnel to the facilities during periods of integration, testing and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

ENGINEERING SERVICES

ENGINEERING SCOPE OF WORK

ENGINEERING SERVICES TO BE PROVIDED

AVI Systems will work with the Customer and any related design professionals selected (architects, engineers, etc.) to provide initial and ongoing audiovisual systems design and engineering support for this project.

AVI Systems strongly encourages the fostering of a truly open, cooperative “design team” approach with team members bringing unique, valuable insight from their special perspective to the team.

The goal of these services is as follows:

- Understand clearly the current and future AV needs of the Customer.
- Provide accurate construction documents for implementation of the AV related infrastructure.
- Provide an overall AV plan that will allow for the procurement of appropriate AV equipment and installation, complete with system diagrams, ensuring correct integration of the equipment.
- Compile the data gathered during the engineering process into an Integration Agreement for a turnkey installation of all AV systems, with the added value of a seamless integration process.

The Design Process can be modified at any time per the direction of the Customer – otherwise it shall follow this general outline:

AV Program Review / Verification – The AVI Systems design team will obtain from the Customer operational specifications desired of the audio and video systems within the designated facility. Additional facility information will be required including the building’s electrical, structural infrastructure, as well as the physical sizes of each room or space. Using compatible AutoCAD drawings, the integration of desired AV systems within available spaces will be visualized. During this initial design phase various equipment options, with an eye toward future expandability while maintaining current value, will be suggested.

Budget Verification – The AVI Systems design team will create a project scope compiled from the information received from the Customer. AVI Systems will generate cost estimates for the various systems as outlined above and compare these budget estimates to any initial AV budgets. This process will reaffirm the exact direction that engineering resources should target in the next phase.

Initial Design – During this phase, AVI Systems will begin applying the above-defined systems in detail to the various areas of the Customer facility. Further communications between the Customer and the other design team members, as various options are explored will be necessary at this time. Typical deliverables from this phase would include the following drawings and/or documents.

- Preliminary AV Floor Plan and Elevations detailing locations of all AV devices
- Preliminary Projection Geometry detailing projection/screen locations with viewing angles, mounting details, and etc.
- Preliminary AV Technical Power, Conduit Plans, and Riser Drawings
- Preliminary AV Video Flow
- Preliminary AV Audio Flow
- Preliminary AV Control Flow
- Preliminary AV Rack Layouts
- Preliminary Equipment Lists
- Preliminary Budget Estimates

Submittal of the above for the various rooms will be a progressive process, with most critical drawings being submitted first, allowing construction details to be available on an as needed basis. During this process, modifications to the preliminary plans due a variety of considerations - architectural/aesthetic considerations, budget reviews etc. Electronic exchange of AutoCAD drawings between all the “team members” will facilitate quick exchange of updates. Specific design “freeze dates” will be established with all parties to facilitate timely submittals and help manage Customer’s end cost. All changes are to be reviewed and approved by all parties.

Final Systems Design – The changes made in the previous phase to the preliminary designs will be updated and regenerated as “final” construction documents. AVI Systems will typically work off of background drawings from an

architect under contract to the Customer, entering AV specific data and returning these back to the architect (or other Customer retained design professional) for integration into final construction documents.

Project Specifications Document – The final audiovisual systems designs will be compiled into a written project technical specifications document with equipment lists and any pricing not already included in the quote for a complete integration. This document will include the following system diagrams and documents.

- AV Floor Plan and Elevations detailing locations of AV devices
- AV Video Flow
- AV Audio Flow
- AV Control Flow
- Equipment lists as specified
- System infrastructure requirements including cable and termination specifications
- System operational and post operational requirements
- Project Scope of Work
- Project costs
- Project Integration Agreement

CUSTOMER CARE

CUSTOMER CARE SERVICES TO BE PROVIDED

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

Entitlement	Definition	System Support	Service Level
Incident Management	AVI Systems provides Priority Support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Included	Remote initiation within two (2) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Remote Support	AVI Systems provides remote Priority Support for supported systems to diagnose and resolve incidents.	Included	Remote response within (8) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Onsite Support	AVI Systems provides Priority Support for technician dispatch to the client location to diagnose and resolve an Incident.	Included	Onsite response within 16 (16) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Advanced Parts Replacement	AVI Systems provides advanced replacement of failed hardware components. Does not include consumables or obsolete equipment.	Included	Repair and/or replacement is manufacturer dependent. Loaner Equipment on Best Effort basis
Software Update Assistance	AVI Systems provides labor to implement updates of existing software to correct software errors and/or resolve incidents	Included	
System Training	AVI Systems conducts user training to cover operation of the system and how to contact AVI Systems for support. Technical, Administrative, or Product Specific training is available separate from this agreement.	Included	Remote user training, scheduled at least one (1) week in advance

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

CUSTOMER CARE DEFINITIONS

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

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

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

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

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

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

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

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

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

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

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
		Video			
VPLPHZ12	SONY	Sony VPL-PHZ12 - 3LCD projector - 5000 lumens - 5000 lumens (color) - WUXGA (1920 x 1200) - 16:10 -	1	\$2,200.00	\$2,200.00

KITMS006W	CHIEF	KIT RSMAUW CMS440 CMS006W	1	\$265.30	\$265.30
CMA470	CHIEF	PLENUM CEILING BOX	1	\$85.40	\$85.40
70297	DA-LITE	MODEL C W/CSR 137D72.5X116HCMW	1	\$740.60	\$740.60
77027	DA-LITE	FLOATING MOUNTING BRKTS L G WH	1	\$72.80	\$72.80
74689	DA-LITE	PULL ROD MOD B PLATED	1	\$10.29	\$10.29
OFE	OWNER	Owner Furnished Equipment - 86" DISPLAY	1	\$0.00	\$0.00
XTM1U	CHIEF	Micro-Adjust Tilt Wall Mount X-Large	1	\$261.10	\$261.10
AT-HDVS-CAM-HDMI-BK	ATLONA	Professional HDMI and USB2.0 PTZ Camera - Black	1	\$770.00	\$770.00
535-2000-291	VADDIO	DROP DN MT FOR SMALL PTZ CAMERAS - LONG	1	\$284.33	\$284.33
C2G-53880	C2G	Trulink USB 2.0 Dongle Lex + Don Rex Kit	1	\$369.00	\$369.00
DMPS3-4K-350-C	CRESTRON	3-Series@ 4K DigitalMedia™ Presentation System 350	1	\$6,098.00	\$6,098.00
DM-TX-4KZ-100-C-1G-B-T	CRESTRON	DigitalMedia 8G+@ 4K60 4:4:4 HDR Wall Plate Transmitter, Black (LECTERN OFE PC 2)	1	\$610.00	\$610.00
DM-TX-4KZ-202-C	CRESTRON	DigitalMedia 8G+@ 4K60 4:4:4 HDR Transmitters 202 (LECTERN Switched with OFE PC1/HDMI)	1	\$914.63	\$914.63
DM-TX-4KZ-100-C-1G-W-T	CRESTRON	DigitalMedia 8G+@ 4K60 4:4:4 HDR Wall Plate Transmitter, White (WALLPLATE)	1	\$610.00	\$610.00
DM-RMC-4KZ-SCALER-C	CRESTRON	DigitalMedia 8G+@ 4K60 4:4:4 HDR Receiver and Room Controller with Scaler (PROJ/DISPLAY RX)	2	\$1,098.00	\$2,196.00
DM-RMC-4KZ-100-C	CRESTRON	DigitalMedia 8G+@ 4K60 4:4:4 HDR Receiver & Room Controller 100 (wall plate rx)	1	\$548.78	\$548.78
Sub-Total: Video					\$16,036.23
Audio					
M3W6	AUDIX	M3W with longer 6ft microphone cable for BOUNDARY TRANSCIEVER, CARDIOID	4	\$837.00	\$3,348.00
MXW6/C=-Z10	SHURE	HH TRANSMITTER WITH SM58	4	\$504.00	\$2,016.00
MXW2/SM58=-Z10	SHURE	8-CH NETWORKED CHARGING STATION	1	\$458.00	\$458.00
MXWNCS8	SHURE	8-CH NETWORKED CHARGING STATION	1	\$1,420.00	\$1,420.00
MXWAPT8=-Z10	SHURE	8-CH ACCESS POINT TRANSCIEVER	1	\$2,722.56	\$2,722.56
MXW1/O=-Z10	SHURE	Bodypack Transmitter with Integrated Omnidirectional Microphone and 4-Pin Mini Connector (TA4M) (Inc	1	\$447.00	\$447.00
MXWNCS8	SHURE	8-CH NETWORKED CHARGING STATION	1	\$1,420.00	\$1,420.00
TESIRA SERVER-IO AVB	BIAMP	Configurable I/O DSP with up to 48 channels of I/O, 1 DSP-2 card (2 additional DSP-2 cards can be ad	1	\$4,481.71	\$4,481.71
TESIRA SEC-4	BIAMP	Tesira 4 channel mic/line input card with acoustic echo cancellation per channel	6	\$452.44	\$2,714.64
TESIRA SOC-4	BIAMP	Tesira 4 channel mic/line output card	2	\$196.34	\$392.68
SVC-2	BIAMP	Tesira 2 line VoIP telephone interface card	1	\$390.00	\$390.00
60-1761-02	EXTRON	XPA U 1002-70V - 2 Ch. Amp	1	\$540.00	\$540.00
CONTROL 26CT	JBL	6.5INCEILING SPKR W/XFRMER2PR Per CTN	10	\$117.81	\$1,178.10
Sub-Total: Audio					\$21,528.69
Control					
TSW-770-W-S	CRESTRON	7 in. Wall Mount Touch Screen, White Smooth	1	\$1,098.00	\$1,098.00
CP4N	CRESTRON	4-Series Control System	1	\$1,708.00	\$1,708.00
Sub-Total: Control					\$2,806.00

			Rack		
WRK-24MDK	MIDDLE ATLANTI	WRK-24SA-32 W/PLEXIDR.&LA	1	\$1,632.00	\$1,632.00
PDT-615C	MIDDLE ATLANTI	6 OUTLETS15ACORDSURGE	1	\$115.80	\$115.80
LT-CABUTL-DUAL	MIDDLE ATLANTI	DUAL RKMT WORK LIGHT	1	\$97.20	\$97.20
			Sub-Total: Rack		\$1,845.00
			System Integration		
			Sub-Total: System Integration		\$30,383.52
			<u>Total:</u>		<u>\$72,599.44</u>

PRO SUPPORT:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
AVISSACUSTOM	AVI SYSTEMS	System Support Agreement	1.0000	\$4,500.00	\$4,500.00

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

AVI Systems General Terms and Conditions of Sale

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

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

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

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

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

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

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

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

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

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

10. General Warranties – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY

INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

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

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

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

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

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

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

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

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

19. Confidentiality. The term "Confidential Information" shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by AVI or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential Information of the other party without receiving the prior written consent of the other party. AVI and the Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party's similar information.

20. Nonsolicitation - To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party's executive employees or employees who are key to such Party's performance of its obligations under this Agreement ("Covered Employees"). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

21. Price Quotations and Time to Install – AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the "Prepared Area") Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

22. Price Quotations – Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.



AVI Systems

9675 West 76th St.
Suite 200
Minneapolis, MN 55344

Contact: Steve Colehour
952-949-6054
Steve.Colehour@avisystems.com

Contract Period: February 1, 2017 through December 31, 2021

Audio Visual Services and Hourly Rates

Labor Rates Video/Audio Electronics Systems Tech Depot Services	\$100.00
Labor Rates Video/Audio Electronics Systems Tech Field Services	\$125.00
Design Engineer	\$165.00
Programming Engineer	\$160.00
CAD Engineer	\$140.00
Technical Trainer	\$120.00
Project Manager	\$150.00

Audio Visual Products and Discounts

Crestron	List Less 35%
Polycom Video	List Less 30%
Polycom Audio	List Less 25%
Polycom IP Phones	List Less 20%
Cisco	List Less 30%
AMX	List Less 40%
AKG	List Less 35%
BSS	List Less 40%
Crown	List Less 40%
JBL	List Less 40%
dbx	List Less 37%
Extron Electronics	List Less 40%
Smart Technologies	List Less 30%
Panasonic	List Less 25%
Chief	List Less 30%
Da-Lite	List Less 30%
Panasonic	List Less 20%
Kramer	List Less 35%



Liberty AV Solutions	List Less 40%
Shure	List Less 30%
Samsung	List Less 27%
Sony	List Less 25%
Christie Digital	List Less 20%
Biamp	List Less 35%
Vaddio	List Less 25%
TOA Electronics	List Less 30%
Hitachi American	List Less 45%
NEC Display of America	List Less 20%
Sharp Electronics	List Less 20%
Ross Video Limited	List Less 15%
Barco, Inc.	List Less 25%
Sonic Foundry, Inc.	List Less 15%
Middle Atlantic	List Less 40%
Epson America, Inc.	List Less 35%
ClearOne Communications	List Less 25%
Broaddata Communications	List Less 30%
AJA Video	List Less 20%
Newtek, Inc.	List Less 20%
Planar Systems Inc	List Less 15%
Lifesize, Inc.	List Less 25%
Vidyo, Inc.	List Less 25%
Scala	List Less 30%
LG	List Less 28%
Innovox Audio	List Less 36%
Audio-Technica	List Less 15%
Beyerdynamic	List Less 20%
RevoLabs	List Less 25%
Earthworks	List Less 30%
Williams Sound	List Less 38%
Pexip	List Less 15%
Starleaf	List Less 15%
Atlona	List Less 30%
Grass Valley	List Less 20%
WolfVision Inc	List Less 30%
Evertz	List Less 15%
Tightrope	List Less 15%
AVTEQ	List Less 40%
Haivisio	List Less 20%
Broadcast Pix	List Less 5%



Atlona	List Less 30%
Cambridge Sound	List Less 20%
Tannoy	List Less 30%
AMK	List Less 40%
Analog Way	List Less 18%
Attas Sound	List Less 20%
Klipsch	List Less 40%
Sound Control Tech	List Less 26%
Community Speakers	List Less 30%
Digital Projection	List Less 20%
Scale Logic	List Less 20%
Peerless	List Less 27%
Wohler	List Less 20%
Leightronix	List Less 20%
Contemporay Research	List Less 24%
NanoLumens	List Less 15%
Marshall Electronics	List Less 25%
Draper	List Less 25%
QSC	List Less 30%
Utah Scientific	List Less 20%
Winsted	List Less 24%
Mersive	List Less 15%



UNIVERSITY OF MINNESOTA
Award of University Wide Contract

This Agreement is entered into effective February 1, 2017, by and between Regents of the University of Minnesota ("University"), a Minnesota constitutional corporation, and AVI Systems, Inc. ("Contractor"), with its principal place of business at 9675 W. 76th Street, Suite 200, Eden Prairie, MN 55344. This Agreement is entered into by the University through Purchasing Services, 1300 So. 2nd Street, Minneapolis, MN 55455.

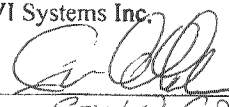
University and Contractor agree:

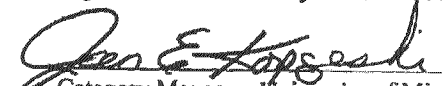
1. **This Agreement incorporates**
 - All statements, warranties, and representations (including representations as to price, specification, and performance) contained in Vendor's Response to RFP #U140.JK for Audio Visual Equipment, Supplies and Service.
 - The Regents of the University of Minnesota General Terms and Conditions of Purchase;
 - The specifications and requirements of RFP #U140.JK
2. **Contract Period:** This Agreement is for the period of February 1, 2017 through December 31, 2021.
3. **Contract Renewals:** This Agreement includes NO options to renew.
4. **Administrative Fee:** Contractor will pay University an administrative fee after the end of each calendar year. The administrative fee will be in the amount of one-half percent (½ %) of Contractor's accrued revenues from University, its affiliates and all other joint power purchases.
5. **Administrative Fee Reporting:** Contractor will submit to Purchasing Services a completed Contract Usage Report at the end of each calendar year of the agreement, in a form substantially similar to the attached sample report. This report includes all volumes attributed to this Agreement.
6. **Breach of Contract:** Any failure to timely report or pay administrative fees will be a material breach of contract, and the associated Award(s) will be canceled.
7. **Audit:** University may audit the Contract Usage Report at any time during Contractor's normal business hours, but not more than once per year. Contractor, its agents, and subcontractors will reasonably cooperate with such audit. University will conduct such audit at its own expense. The administrative fee will be adjusted to reflect the audit findings, with Contractor paying any amount under-reported, or University refunding any amount over-reported. In the event the amount under-reported is greater than five percent (5%) of the amount due, Contractor will reimburse University's audit expenses.
8. **Government Entities:** This Agreement is extended to all University campuses and other government entities. Each entity shall be responsible for their orders and ordering process. The University is not liable for orders placed by other entities.
9. **Supplier Diversity Commitment:** Donate 25 recycled computers/laptops to the Office of Business and Community Economic Development, purchase goods/services or subcontract 7% of the value of this contract to a certified WMDBE (Modern Control and Integration) and contribute \$800 per year to the Community Technology initiative.

Vendor: Sign Agreement below and return to Purchasing Services, Category Manager named below:

AVI Systems Inc.

Regents of the University of Minnesota


 Name: STEVEN COLLETTE


 Category Manager, University of Minnesota

2/1/2017
 Date

Title: Sales Manager Date 2/1/2017

Purchasing Services email: purchase@umn.edu

Fax: 612-624-3410



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1652 **Version:** 1 **Name:** ISD 318 Field Lease
Type: Agenda Item **Status:** Consent Agenda
File created: 2/1/2021 **In control:** City Council
On agenda: 2/8/2021 **Final action:**
Title: Consider entering into a Lease Agreement with ISD 318 for the use of Athletic Fields.
Sponsors:
Indexes:
Code sections:
Attachments: [ISD 318 Field Lease 2020 - 21](#)

Date	Ver.	Action By	Action	Result
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Consider entering into a Lease Agreement with ISD 318 for the use of Athletic Fields.

Background Information:

The proposed Agreement reflects a 3% increase in fees for ISD 318's use of Strettar Baseball Field, four softball fields and two soccer fields at the Grand Rapids Sports Complex. The Agreement also shows a reduction in fees in the case sports are cancelled due to Covid-19. A copy of the Agreement is attached for your review.

Staff Recommendation:

City staff recommends entering into a Lease Agreement with ISD 318 for the use of Athletic Fields.

Requested City Council Action

Make a motion to enter into a Lease Agreement with ISD 318 for the use of Athletic Fields.

LEASE AGREEMENT

This lease, made this ____ day of, 2020, between the City of Grand Rapids, a Municipal Corporation, hereafter called the "Lessor", and the Independent School District #318, Grand Rapids, MN, hereafter called the "Lessee".

Whereas, Lessor owns and operates the Legion Baseball Field and the Grand Rapids Sports Complex (which includes an official size Soccer Field and official Softball Fields); and

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

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

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

ARTICLE I

1. Lease Agreement: In consideration of and subject to the mutual conditions and obligations of this Lease Agreement to be kept and performed, including the obligation to lease, Lessor does hereby lease to Lessee the Legion Baseball Field and the Grand Rapids Sports Complex Softball Fields and Soccer Field solely to the extent of this Lease Agreement.
2. Lessee's Right of Possession and Use: Lessee shall have the right to possess and use the Legion Baseball Field and the Grand Rapids Sports Complex Softball Fields and Soccer Field for the purposes, to the extent and at the times set forth in Exhibit A attached hereto and incorporated by reference. Lessee's right to possess and use the aforementioned facilities shall be intermittent and confined to those portions of the facilities specifically identified in Exhibit A. Lessor and its licensees shall have the right to enter upon and use the aforementioned facilities at all times not consistent with Exhibit A. Lessee shall at all times comply with all statutes, ordinances, codes and regulations of any governmental authority concerning the use of the premises. Lessee shall not permit any hazardous or dangerous activity to be conducted at the aforementioned facilities or allow any activity which will increase insurance risks or premiums on the premises.
3. Schedule of Use: Lessee shall submit to Lessor annually before January 1 for Baseball and Softball and March 1 for Soccer schedules of all purposed uses for the upcoming seasons, which schedules shall be subject to Lessor's approval.

4. Supervision: Safety: Lessee agrees to assume full responsibility for the supervision of all persons entering the aforementioned facilities in conjunction with the Lessee's activities or events, including participants, coaches and other staff and spectators. Lessee shall require that all such persons conduct themselves in an orderly and safe manner consistent with the policies for use of the aforementioned facilities.
5. Concessions: Lessor retains the exclusive right to operate all concessions at the aforementioned facilities either through representatives of Lessor or Lessor's assignees. This Lease Agreement does not confer upon the Lessee the right to operate concessions.
6. Gate Receipts and Admission Charges: The Lessee shall, with prior approval by the Lessor and at their own expense, have the right to charge admission fees for their events. Provisions for simultaneous events held at the Grand Rapids Sports Complex must be made for participants, coaches and spectators for those events.

ARTICLE II

1. Lease: Lessee shall pay to Lessor according to the following schedule:
 - a. August 1, 2020 \$13,125.00 for the Soccer Field at the Grand Rapids Sports Complex.
 - b. March 1, 2021 \$26,250 (\$13,125.00 each) for Legion Baseball Field and the Grand Rapids Sports Complex (3) Softball Fields;
 - c. In addition, Lessee has requested improvements to the practice soccer field at the Grand Rapids Sports Complex, which Lessee will reimburse Lessor for in an amount not to exceed \$25,000. Lessee will make 1/5 payments of the actual cost of improvements for five years (2018, 2019, 2020, 2021, & 2022), with payments on December 1st of each year. If either party terminates or does not renew this lease, Lessee shall pay remaining balance in full upon 30 days receipt of an invoice from Lessor.

If Soccer is cancelled during the Fall of 2020 due to COVID-19, the August 1, 2020 lease amount above shall be reduced by Twenty-five percent (25%). If Baseball and Softball are cancelled during the Spring of 2021 due to COVID-19, the March 1, 2021 lease amount above shall be reduced by Twenty-five percent (25%).

Lease payments shall be payable to the City of Grand Rapids and mailed or delivered to City Hall. The parties shall conduct a lease rate review in February, 2021. If the parties are unable to reach an agreement on the lease rate, then this lease agreement shall terminate as of June 30, 2021.

ARTICLE III

1. Maintenance and Repair: Lessor shall at all times during the term of this Lease Agreement, at Lessor's own cost and expense, repair and maintain the aforementioned facilities and any improvement or alterations except as otherwise provided in this Article.
2. Damages: Lessee shall reimburse Lessor for the reasonable cost to repair and restore the aforementioned facilities in the event of damage to the premises caused by participants, coaches or other staff, or spectators who are in or upon the aforementioned facilities in conjunction with any of the Lessee's activities or events.
3. Cleanup: Although Lessor retains ultimate responsibility for maintenance, Lessee shall perform routine cleanup after its use of the premises, including proper storage of equipment, pick up and proper disposal of litter.
4. Alterations, Improvements: Lessee shall not make alterations or improvements to the premises without the advanced written consent of Lessor.
5. Facility Preparation: The Lessor shall prepare the aforementioned facilities including mowing, infield dragging, field painting, and disposal of garbage and rest room maintenance. An outfield fence shall be placed on one field at the beginning of the season for varsity game use and will be removed the third week of May. Outfield fences to be installed for invitational tournament and section games only.

ARTICLE IV

1. Term: The term of this Lease Agreement shall be from July 1, 2020 - June 30, 2021.

ARTICLE V

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

ARTICLE VI

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

2. Insurance: Lessee shall maintain throughout the term of this Lease Agreement policy of comprehensive general liability insurance with limits of at least \$330,000 per person and \$750,000.00 per occurrence in 2020 through 2021, naming Lessor as an additional insured. The limit of such insurance policy shall not be less than the City's maximum limits of liability as set forth in Minn. Stat. Sec. 466.04. Said policy of insurance shall be evidenced by a certificate of insurance which shall be placed on file with Lessor by Lessee prior to commencement of occupancy of the premises by Lessee. Each such policy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving Lessor thirty (30) days advance written notice of such change. The policy shall also contain a contractual liability endorsement evidencing insurance coverage for Lessee's indemnification obligation to Lessor under this Lease Agreement.
3. Liability to Lessee: Lessor shall not be liable to Lessee or to any employee, student or invitee of Lessee for any claim or cause of action arising out of death, injury, damage to property occurring in, on or about the leased premises except for damages, attributable exclusively to the negligence or breach of this Lease Agreement by Lessor, its employees or agents, by a court of competent jurisdiction.
4. Liability Limits Not Waived: Nothing in this Article VI shall cause either Lessor or Lessee to be subject to liability in excess of any statutory limits of liability applicable to Lessor or Lessee.

ARTICLE VII

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

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

LESSOR: CITY OF GRAND RAPIDS

LESSEE: ISD NO 318

BY: _____
Its Mayor

BY: _____
Its Chair

BY: _____
Its City Clerk

BY: _____
Its Superintendent

Date: _____

Date: _____

EXHIBIT A

Legion Field Uses:

- Boys' Varsity and JV Baseball games and practices

Grand Rapids Sports Complex Uses:

- Girls' Varsity, JV, and Middle School Fast pitch Softball games and practices
- Boys' and Girls' Varsity and JV Soccer games and practices

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1653 **Version:** 1 **Name:** ICC Field Lease
Type: Agenda Item **Status:** Consent Agenda
File created: 2/1/2021 **In control:** City Council
On agenda: 2/8/2021 **Final action:**
Title: Consider entering into a Lease Agreement with Northeast Higher Education District for the use of Athletic Fields.
Sponsors:
Indexes:
Code sections:
Attachments: [ICC Field Lease 2021.docx](#)

Date	Ver.	Action By	Action	Result
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Consider entering into a Lease Agreement with Northeast Higher Education District for the use of Athletic Fields.

Background Information:

The proposed Agreement reflects a 3% increase in fees for Northeast Higher Education District's use of Streetar Baseball Field and four softball fields at the Grand Rapids Sports Complex. The Agreement also shows a reduction in fees in the case sports are cancelled due to Covid-19. A copy of the Agreement is attached for your review.

Staff Recommendation:

City staff recommends entering into a Lease Agreement with Northeast Higher Education District for the use of Athletic Fields.

Requested City Council Action

Make a motion to enter into a Lease Agreement with Northeast Higher Education District for the use of Athletic Fields.

LEASE AGREEMENT

This lease, made this ____ day of _____, 2021, between the City of Grand Rapids, a Municipal Corporation, hereafter called the "Lessor", and Northeast Higher Education District, hereafter called the "Lessee".

Whereas, Lessor owns and operates the Legion Baseball Field and the Grand Rapids Sports Complex; and

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

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

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

ARTICLE I

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

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

3. Schedule of Use: Lessee shall submit to Lessor annually before March 1 for Baseball and Softball schedules of all purposed uses for the upcoming seasons, which schedules shall be subject to Lessor's approval. It is understood that ISD #318 baseball and softball teams receive priority scheduling rights.

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

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

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

ARTICLE II

1. Lease: Lessee shall pay to Lessor according to the following schedule: by April 1, 2021 Lessee shall pay \$7,500.00 (\$3,750.00 for softball and \$3,750.00 for baseball)

*If seasons are cancelled by the Governor due to Covid-19, lease rates will be reduced by 25%.

Lease payments shall be payable to the City of Grand Rapids and mailed or delivered to: City Hall, 420 N Pokegama Avenue, Grand Rapids, MN 55744.

ARTICLE III

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

2. Damages: Lessee shall reimburse Lessor for the reasonable cost to repair and restore the aforementioned facilities in the event of damage to the premises caused by participants, coaches or other staff, or spectators who are in or upon the aforementioned facilities in conjunction with any of the Lessee's activities or events.

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

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

5. Facility Preparation: The Lessor shall prepare the Grand Rapids Sports Complex softball fields including mowing, infield dragging, field painting, and disposal of garbage and rest room maintenance. An outfield fence shall be placed on the game field as needed. Lessee will perform infield dragging and field painting at Legion Field.

ARTICLE IV

1. Term: The term of this Lease Agreement shall be from April 1 - October 30, 2021.

ARTICLE V

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

ARTICLE VI

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

2. Insurance: Lessee shall maintain throughout the term of this Lease Agreement policy of comprehensive general liability insurance with limits of as specified below for the calendar year 2016 and must name the City of Grand Rapids as an additional insured. The limit of such insurance policy shall not be less than the City's maximum limits of liability as set forth in **Minn. Stat. Sec. 466.04**. Said policy of insurance shall be evidenced by a certificate of insurance, which shall be placed on file with Lessor by Lessee prior to commencement of occupancy of the premises by Lessee. Each such policy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving Lessor thirty (30) days advance written notice of such change. The policy shall also contain a contractual liability endorsement evidencing insurance coverage for Lessee's indemnification obligation to Lessor under this Lease Agreement.

3. Liability to Lessee: Lessor shall not be liable to Lessee or to any employee, student or invitee of Lessee for any claim or cause of action arising out of death, injury, damage to property occurring in, on or about the leased premises except for damages,

attributable exclusively to the negligence or breach of this Lease Agreement by Lessor, its employees or agents, by a court of competent jurisdiction.

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

ARTICLE VII

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

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

APPROVED:

1. LESSOR: City of Grand Rapids

Licensor certifies that the appropriate person(s) have executed the Agreement on behalf of Licensor as required by applicable articles, bylaws, resolutions, or ordinances.

By (authorized signature)
Title
Date

By (authorized signature)
Title
Date

2. Minnesota State: STATE OF MINNESOTA BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES, ON BEHALF OF NORTHEAST HIGHER EDUCATION DISTRICT

By (authorized signature)
Title
Date

3. AS TO ENCUMBRANCE:

By (authorized signature)
Title
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature)
Title
Date

Softball Uses at Grand Rapids Sports Complex Include:

- Itasca Community College Women's Fastpitch Softball Practices
- Itasca Community College Women's Fastpitch Softball Regular Season and Post-Season Games (Field preparation to be performed by Lessor)
- Tournament games are NOT included in this lease and will be invoiced at \$100 per game
- Any home games hosted by Hibbing Community College, Mesabi Range College, Vermillion Community College, and Rainy River Community College will be invoiced at \$100 per game (Field preparation to be performed by Lessee)

Baseball Uses at Legion Field Include:

- Itasca Community College Spring and Fall Baseball Practices
- Itasca Community College Baseball Regular and Post-Season Games (Field preparation to be performed by Lessee)
- Any home games hosted by Hibbing Community College, Mesabi Range College, Vermillion Community College, and Rainy River Community College will be invoiced at \$250 per game (Field preparation to be performed by Lessee)



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1655 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 2/2/2021 **In control:** City Council
On agenda: 2/8/2021 **Final action:**
Title: Consider voiding lost Accounts Payable checks #144710 and #144969, issue new checks, and waiving bond requirements for one check issued to Anderson Glass Company, Inc. in the amount of \$13,940.00 and another check issued to ODC, Inc. in the amount of \$400.00.

Sponsors:

Indexes:

Code sections:

Attachments: [Anderson Glass Affidavit.pdf](#)
[ODC Affidavit.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider voiding lost Accounts Payable checks #144710 and #144969, issue new checks, and waiving bond requirements for one check issued to Anderson Glass Company, Inc. in the amount of \$13,940.00 and another check issued to ODC, Inc. in the amount of \$400.00.

Background Information:

Accounts payable check #144710 issued to Anderson Glass Company, Inc. on November 24, 2020 is lost in the mail. Accounts payable check #144969 issued to ODC, Inc. on December 22, 2020 is lost in the mail. Both companies have completed an Affidavit of Lost Check.

Requested City Council Action

Make a motion to void lost Accounts Payable checks #144710 and #144969, issue new checks, and waiving bond requirements for one check issued to Anderson Glass Company, Inc. in the amount of \$13,940.00 and another check issued to ODC, Inc. in the amount of \$400.00.

AFFIDAVIT


STATE OF) Minnesota
) SS
COUNTY OF) Itasca

Anderson Glass Company, Inc., being first duly sworn on oath, states that he/she resides at **816 N.W, 4th Street, Grand Rapids, MN, 55744** and that he/she is the payee named in a check number **144710**, issued to **Anderson Glass Company, Inc**, drawn by **City of Grand Rapids** dated **November 24, 2020**, for the sum of **\$13,940.00**; that to my knowledge this check was never endorsed by me, that I did not authorize anyone to endorse it for me, and that the circumstances of the loss or destruction of the check are as follows:

Accounts Payable lost check

I am making this Affidavit in conjunction with my request that the **City of Grand Rapids** issue a duplicate check. I understand that I make this Affidavit under oath and that I may be subject to criminal penalty if my statements in this Affidavit are false.

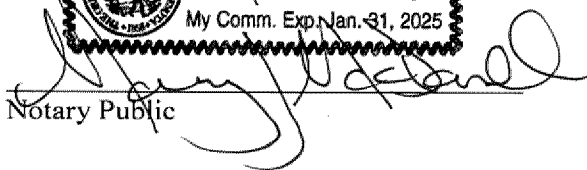
SIGNED _____



Subscribed and sworn to before me

This 12 day of February, 2021
MARY J. MACDONELL
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2025

Notary Public _____



AFFIDAVIT

STATE OF) Minnesota

) SS

COUNTY OF) Itasca

ODC, Inc, being first duly sworn on oath, states that he/she resides at **1520 Highway 32 South, Thief River Falls, MN, 56701** and that he/she is the payee named in a check number **144969**, issued to **ODC, Inc.**, drawn by **City of Grand Rapids** dated **December 22, 2020**, for the sum of **\$400.00**; that to my knowledge this check was never endorsed by me, that I did not authorize anyone to endorse it for me, and that the circumstances of the loss or destruction of the check are as follows:

Accounts Payable lost check

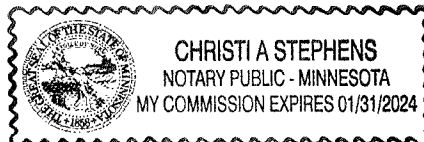
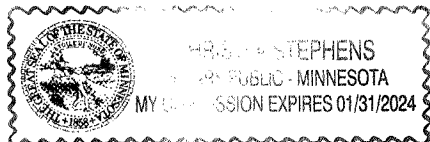
I am making this Affidavit in conjunction with my request that the **City of Grand Rapids** issue a duplicate check. I understand that I make this Affidavit under oath and that I may be subject to criminal penalty if my statements in this Affidavit are false.

SIGNED Judy Bernitt

Subscribed and sworn to before me

This 28th day of January, 2021.

Christi A. Stephens
Notary Public





CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1656 **Version:** 1 **Name:** Consider authorizing the Police Department to apply for a 2021 Speed and Aggressive Driving Grant from the Minnesota Department of Public Safety - Office of Traffic Safety.

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

File created: 2/2/2021 **In control:** City Council

On agenda: 2/8/2021 **Final action:**

Title: Consider authorizing the Police Department to apply for a 2021 Speed and Aggressive Driving Grant from the Minnesota Department of Public Safety - Office of Traffic Safety.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Consider authorizing the Police Department to apply for a 2021 Speed and Aggressive Driving Grant from the Minnesota Department of Public Safety - Office of Traffic Safety.

Background Information:

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.

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

Staff Recommendation:

Consider allowing the Police Department to apply for the 2021 Speed and Aggressive Driving Grant from the Minnesota Department of Public Safety - Office of Traffic Safety.

Requested City Council Action

Make a motion authorizing the Police Department to apply for a 2021 Speed and Aggressive Driving Grant from the Minnesota Department of Public Safety - Office of Traffic Safety.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1659 **Version:** 1 **Name:** PW Large Surface Mower Purchase
Type: Agenda Item **Status:** Consent Agenda
File created: 2/2/2021 **In control:** City Council
On agenda: 2/8/2021 **Final action:**
Title: Consider authorizing the purchase and payment of a large surface mower for the Public Works Department from Northland Lawn & Sport, LLC for \$55,859.00.

Sponsors:

Indexes:

Code sections:

Attachments: [2021 MN Toro large surface mower](#)
[2021 Northland L&S LLC JD large surface mower](#)

Date	Ver.	Action By	Action	Result
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Consider authorizing the purchase and payment of a large surface mower for the Public Works Department from Northland Lawn & Sport, LLC for \$55,859.00.

Background Information:

On January 25th, 2021 City Council Meeting, the Public Works Department was approved to create specifications and request quotes utilizing the Minnesota Cooperative Purchasing Venture for the purchase of a large surface mower. Two quotes were received (attached) and Public Works is requesting to purchase the quoted mower from Northland Lawn & Sport, LLC.

Minnesota Toro: \$68,955.98
Northland Lawn & Sport: \$55,859.00

The new large surface mower from Northland Lawn & Sport, LLC, will be a John Deere 1600 Turbo Series III, Commercial Wide Area Mower with 2-Post Folding ROPS. It will be replacing the 2006 Toro Groundsmaster mower which will be sold at auction at a later date. This purchase is included in the 2021 Public Works Budget.

Staff Recommendation:

Matt Wegwerth, Public Works Director, recommends authorizing the purchase and payment of the large surface mower for the Public Works Department as per the quote from Northland Lawn & Sport, LLC, for \$55,859.00.

Requested City Council Action

Make a motion to authorize the purchase and payment of a large surface mower for the Public Works Department as per the quote from Northland Lawn & Sport, LLC, for \$55,859.00.



City of Grand Rapids



TORO TURF MAINTENANCE EQUIPMENT QUOTE

<i>New Toro All-Out Front Tri-Deck Rotary Mowers</i>	MSRP	2021 Omnia Partners Contract Price
New TORO GROUNDSMASTER 4100-D , 55hp Yanmar Liquid Cooled Diesel Engine, 4WD, 10.5' All-Out Front Tri-Deck Rotary Mower, Air Ride Seat Suspension, Deluxe Seat, Adjustable Arm Rests, 4WD Flow Divider Kit, Beacon Light Kit, Intergrated Control Hub with InfoCenter Onboard LCD Display & SmartCool Auto-Reversing Cooling Fan (30608, 31529, 30661)	\$88,179.00	\$68,955.98
New TORO GROUNDSMASTER 4110-D , 55hp Yanmar Liquid Cooled Diesel Engine, 4WD, 10.5' All-Out Front Tri-Deck Rotary Mower, Air Ride Seat Suspension, Deluxe Seat, Adjustable Arm Rests, 4WD Flow Divider Kit, Beacon Light Kit, Factory Installed Climate Controlled ROPS Certified Cab with Heater & Air Conditioning, Opening Front Windshield, Front Wiper/Washer, Interior/Exterior Mirrors, Intergrated Control Hub with InfoCenter Onboard LCD Display & SmartCool Auto-Reversing Cooling Fan (30644, 31529, 30661)	\$108,143.00	\$84,567.83
Trade In TORO GROUNDSMASTER 4100-D , 2006 Model Year with 4925 Hours (30411-26000XXXX)	-	(\$4,000.00)

City of Grand Rapids is registered with Omnia Partners

Applicable Sales Tax is Not Included

Set-up and delivery at No Charge

All New Toro Commercial Equipment is Sold with a 2 Year Manufactures Warranty

Terms: Net 30 Days

2.5% Service Fee will be applied to all wholegood invoices paid by Credit Card

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us at 800-492-9972.

Joe Buege & Matt Arntzen, Certified Professional Sales Representatives



Quote Summary

Prepared For:
Grpuc
MN
Home: 218-326-7659

Prepared By:
Randy Kennedy
Northland Lawn & Sport, LLC
20648 Us Highway 169
Grand Rapids, MN 55744
Phone: 218-326-1200
rek@northlandlawnsportinc.com

Quote Id: 23401772
Created On: 30 December 2020
Last Modified On: 30 December 2020
Expiration Date: 29 January 2021

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 1600 Turbo Series III Commercial Wide Area Mower with 2-Post Folding ROPS	\$ 55,859.00 X	1 =	\$ 55,859.00
Equipment Total			\$ 55,859.00

Quote Summary

Equipment Total	\$ 55,859.00
SubTotal	\$ 55,859.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 55,859.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 55,859.00

Salesperson : X _____

Accepted By : X _____



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1661 **Version:** 1 **Name:** PW Ball Field Groomer Purchase
Type: Agenda Item **Status:** Consent Agenda
File created: 2/2/2021 **In control:** City Council
On agenda: 2/8/2021 **Final action:**
Title: Consider authorizing the purchase and payment of a ball field groomer for the Public Works Department from ABI Attachments for \$21,000.00.

Sponsors:

Indexes:

Code sections:

Attachments: [ABI Attachments Quote QO356131](#)

Date	Ver.	Action By	Action	Result
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Consider authorizing the purchase and payment of a ball field groomer for the Public Works Department from ABI Attachments for \$21,000.00.

Background Information:

At the January 25th, 2021 City Council Meeting, the Public Works Department was approved to create specifications and request quotes utilizing the Minnesota Cooperative Purchasing Venture for the purchase of a new ball field groomer. One quote was received from ABI Equipment and Public Works is requesting to purchase the ball field groomer from them. This new ball field groomer will replace the current groomer that was purchased in 1997 and it will go to auction at a later date. This purchase is included in the 2021 Public Works Budget.

Staff Recommendation:

Matt Wegwerth, Public Works Director, recommends authorizing the purchase and payment of a ball field groomer for the Public Works Department from ABI Attachments for \$21,000.00.

Requested City Council Action

Make a motion to authorize the purchase and payment of a ball field groomer for the Public Works Department from ABI Attachments for \$21,000.00.



ABI Attachments, Inc.
520 S Byrkit St.
Mishawaka IN 46544
United States
877-788-7253
www.ABIattachments.com

Quote #QO356131

ID #: 306655 City Of Grand Rapids
Quote Date: 1/20/2021

Bill To

City Of Grand Rapids
Accounts Payable
218-326-7612
420 N. Pokegama Ave
Grand Rapids MN 55744
United States

Ship To

City Of Grand Rapids
Kevin Koetz
218-326-7659
500 SE 4th Street
Grand Rapids MN 55744
United States

Quote Details

Expires - End Of Month Quoted
Terms - Net 30
Quoted By - Pat Dowling

Notes:

Quantity	Items	Weight	Price	Amount
1	10-99114 ABI Force z23s ABI Force zero-turn vehicle (ZTV) - Model z23s: The patented ABI Force is a new class of outdoor work vehicle. This industry-first commercial-grade zero-turn vehicle, when optionally equipped, is built for world-class ballfield maintenance and renovation, turf care and installation, and precision grading work. The drivetrain features a powerful and fuel-efficient commercial-grade 23 hp (747cc) Kohler Command PRO EFI engine (eliminates carburetor), 2-stage cyclonic canister air filter (protects engine), and a commercial hydrostatic drive system that directly couples the drive pumps to the engine (eliminates belts). This machine additionally enables fingertip hydraulic command of the patented spring mid-mount pitch-&-lift system and rear-mount swivel-lift system. Both mid and rear systems are ready to be configured with a range of optional ABI designed attachments to meet specific requirements (multifunction rake included). Ensure consistent world-class results with the z23s speed-lock and depth-lock features. The z23s is built upon a rugged tubular steel frame with removable, easy access service panels, large 24" air-filled rear tires, and 13" front casters. Commercial 24-Month Limited Chassis Warranty and 36-Month Unlimited Hour Engine Warranty (Customer assembly & uncrating required - Required attachments sold separately - EPA & CARB Compliant)	1,800	\$19,999.00	\$19,999.00
1	10-90165 VibraFlex 5' Infield Drag (Model 3800) The Vibraflex Infield Drag, model 3800, is an innovative attachment that prepares recreational level baseball and softball infields with four rows of evenly staggered U-pins that groom any infield material. Unlike conventional nail boards, VibraFlex pins are easy to replace, and ABI's technology positively controls ground-engagement depth regardless of material moisture or compaction. Change out pins based upon application and desired results. 60" wide 3/4" spacing Includes 1/4" and 3/8" pins 1/4" pins are preinstalled. MODEL 3800	75	\$549.00	\$549.00
1	10-90253 Set of 2 Profile Blades for Infield Rascal MVP & ABI Force, w/Hardware Profile Blades de-compact the infield and warning track surfaces and eliminate vegetation at the root level without up-ending the infield's profile during light renovation work. (5.5' Wide)	35	\$269.00	\$269.00
1	10-99137 6' Rigid Drag Mat w/ Level Bar (For z23s pivot-lift) The Rigid Drag Mat with leveling bar is an all-purpose attachment to level, smooth, and finish. This drag-mat is 6' wide and 1.5' long and is designed to float material from high areas into low areas WITHOUT following small contours of the ground. This drag-mat is custom designed to mount to the ABI Force z23s articulating hydraulic lift system. It also includes an adjustment linkage to set desired results. (Customer Assembly Required)	61	\$399.00	\$399.00

Subtotal	\$21,216.00
Tool Discount (-)	\$(216.00)
Shipping Cost	\$803.20
Shipping Discounts (-)	(\$803.20)
Shipping Due	\$0.00
Tax Total (%)	\$0.00

Total \$21,000.00

Total Savings: \$1,019.20

Freight Carrier: XPO - Confirmation #: BSQufbZbHO2 (Not A Tracking #)

Freight Accessorials Ordered: - Residential with Notify - - Liftgate - - Over Dimension -

Customer Support: Phone Support 877-788-7253, Mon-Fri, 9am-5pm EST or ABIsupport.com for product manuals, parts, and self-help.

Return Policy: Product(s) sold with limited warranty, standard return policy, and (when applicable) conditional money back guarantee. Review Details: abiattachments.com/abi-company/policies/return-policy/

Critical Delivery Responsibilities:

If your order is not a parcel being shipped via UPS or FedEx, please consider the following to avoid additional charges. **Critical Inspection Process:** Upon delivery, you will need to thoroughly inspect your purchase for any damages or shortages. ABI nor the carrier will be responsible for damages or shortages if they are not indicated on the delivery document the driver asks you to sign. **Unloading The Truck:** Most ABI equipment requires the assistance of a forklift, tractor with front-end loader, or a lift gate to offload. We have already discussed an offloading plan with you and ordered the freight accessorials listed above at your direction. If this offloading plan is not clear to you, please contact us immediately. **Terminal Or Customer Pick Up:** If selected, the carrier or ABI will contact you with additional instructions when the unit is available for pickup.



QO356131



ABI Attachments, Inc.
520 S Byrkit St.
Mishawaka IN 46544
United States
877-788-7253
www.ABIattachments.com

Quote #QO356131
ID #: 306655 City Of Grand Rapids
Quote Date: 1/20/2021

Thank you for your interest. All payments must be received in US dollars. Payment in full before shipment is required, unless approved for Net terms or financing through our partners. If sales or use taxes are not included on this quote, you may still be responsible to pay these taxes. Please consult with your tax advisor for any tax liabilities. Quote subject to management approval. This quote expires at the end of the month it was created.



QO356131



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1662 **Version:** 1 **Name:** Operating Transfer to Cap Eqpt-Airport
Type: Agenda Item **Status:** Consent Agenda
File created: 2/2/2021 **In control:** City Council
On agenda: 2/8/2021 **Final action:**
Title: Consider adopting a resolution approving an operating transfer from the Capital Equipment Replacement Fund to the Airport Capital Improvement Fund.

Sponsors:

Indexes:

Code sections:

Attachments: [2020 Op Trnsfr-Res. CapEqpt to Airport](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution approving an operating transfer from the Capital Equipment Replacement Fund to the Airport Capital Improvement Fund.

Background Information:

On December 16, 2019, the Grand Rapids City Council approved the 2020 General Fund Expenditure budget which included an operating transfer to the Airport Capital Improvement Fund. The transfer was for Ramp Lighting Replacement and 16/34 Runway Reconstruction.

Staff Recommendation:

Staff recommends adopting a resolution approving an operating transfer from the Capital Equipment Replacement Fund to the Airport Capital Improvement Fund.

Requested City Council Action

Make a motion adopting a resolution approving an operating transfer from the Capital Equipment Replacement Fund to the Airport Capital Improvement Fund in the amount of \$10,500 as of December 31, 2020.

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

RESOLUTION NO. 21-

A RESOLUTION TO AUTHORIZE THE FOLLOWING BUDGETED OPERATING TRANSFER FROM THE CAPITAL EQUIPMENT REPLACEMENT FUND TO THE AIRPORT CAPITAL IMPROVEMENT FUND IN THE AMOUNT OF \$10,500 AS OF DECEMBER 31, 2020

WHEREAS, on December 16, 2019, the Grand Rapids City Council approved the 2020 General Fund Expenditure Budget, which included the following transfer,

\$10,500 from the Capital Equipment Replacement Fund to the Airport Capital Improvement Fund,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes the following budgeted transfer from the Capital Equipment Replacement Fund to the Airport Capital Improvement Fund in the amount of \$10,500 as of December 31, 2020.

Adopted this 8th day of February 2021.

Dale Christy, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1666 **Version:** 1 **Name:** Technology Donation
Type: Agenda Item **Status:** Consent Agenda
File created: 2/3/2021 **In control:** City Council
On agenda: 2/8/2021 **Final action:**
Title: Consider authorizing the IT Department to donate retired equipment to PCs for People and the HCC Law Enforcement Program.

Sponsors:

Indexes:

Code sections:

Attachments: [Technology Donation List 02-03-2021.pdf](#)
[PCs For People Recycling ITAD-trifold-07162019.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider authorizing the IT Department to donate retired equipment to PCs for People and the HCC Law Enforcement Program.

Background Information:

As we replace equipment, we need to find the most responsible way to dispose of retired electronics. We have eight laptops that would benefit the HCC Law Enforcement Program. With this donation, these computers will continue to be useful and not enter the waste stream. We also have eighteen desktop computers, two printers and two servers to dispose of. By donating these to PCs for People, they will be refurbished and distributed back into the community with the goal of equal access to technology in Minnesota. Any items that cannot be refurbished will be responsibly recycled.

Staff Recommendation:

Staff recommends authorizing the donation of retired technology to PCs for People and the HCC Law Enforcement Program.

Requested City Council Action

A motion authorizing the donation of retired technology to PCs for People and the HCC Law Enforcement Program.

Technology Donation List		2/2/2021	
Equipment type	Serial number	Equipment type	Serial number
PCs For People		Hibbing Community College	
Lenovo PC	1S10FY0017USMJ046QS4	Panasonic CF-53	4DTZA87540
Lenovo PC	1S10FY0017USMJ046QTC	GETAC S400	RG439S1347
Lenovo PC	1S10FY0017USMJ046QS3	GETAC S400	RG439S1338
Lenovo PC	1S10FY0017USMJ046QT1	Panasonic CF-53	3BTYA58583
Lenovo PC	1S10FY0017USMJ046QTF	Panasonic CF-53	3GTYA98232
Lenovo PC	1S10FY0017USMJ046QS7	Panasonic CF-53	3GTYA98226
Lenovo PC	1S10FY0017USMJ03YZB7	Panasonic CF-53	3JTYA28594
Lenovo PC	1S10FY0017USMJ046QSV	Panasonic CF-53	2ATYA58167
Whitebox PC	BTMK22400ZXU		
Whitebox PC	BTMK2240102K		
HP PC	MXL515105D		
HP PC	MXL41223Y2		
HP PC	MXL4171J4X		
HP PC	MXL4171J9N		
HP PC	MXL5151023		
Whitebox PC	BTMK227013E8		
Whitebox PC	BTMK30400LFK		
Whitebox PC	BTWW119007V1		
HP DL360 G9	MXQ45203QC		
HP DL360 G8	MXQ47103CG		
HP CP3525n	CNCCCCJ08L		
HP CP3525n	CNCCCCJ09C		

SCHEDULE A PICKUP

Convenient free pickup in Minnesota, Colorado, Ohio, and neighboring states with Nationwide shipping logistics support.

We generally schedule 1-2 weeks out and can set up recurring pickups to meet your needs.

Online:

pcsforpeople.org/schedule-a-pickup

Email:

recycle@pcsforpeople.org

ACCEPTED ELECTRONIC WASTE

We typically accept all functioning and non-functioning IT-related electronics. There is no charge for equipment unless noted.

COMPUTERS & ACCESSORIES

- Laptops
- Tablets
- Desktop PCs
- Monitors
- Cables & Accessories
- Circuit Boards/Cards
- Computer Mice
- Computer Power Supplies
- Gaming Devices
- Hard Drives
- Keyboards
- Media Speakers
- Network Devices
- CRT (\$.55 lb)

HOME ENTERTAINMENT

- Home Entertainment
- Cable Set Top Box
- (analog, digital, satellite)
- Accessories & Cables
- Plasma & LCD TVs
- Stereo Equipment
- Hi-Fi Speakers
- Video Players
- Digital Cameras
- DVD Players
- Video Cameras
- Game Consoles
- Large Screen TVs (\$.55 lb)

SERVERS & DATA CENTER

- Servers
- Storage Arrays
- Network related equipment
- Power Distribution Units
- Routers and switches
- Cabling
- Switchgear
- Panelboard
- Mainframe
- Equipment
- Server Racks

MOBILE DEVICES

- Cell Phones/Smart phones
- Tablets
- Personal Digital Assistants
- Gaming Devices
- MP3 Players
- Cameras

OFFICE ITEMS

- Phones & Communication Devices
- Ink & Toner Cartridges
- Fax Machines
- Video & Audio Equipment
- PBX Systems
- Projection Equipment
- Security Equipment
- Receivers & Transmitters
- Desktop Printers
- Large Format Printers, Copiers, & Smart Boards are all (\$.25/lb)

If you have items that are not on this list and would like to inquire about recycling, please contact us for more information:

recycle@pcsforpeople.org



pcsforpeople

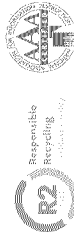
SECURE, RESPONSIBLE, ELECTRONIC WASTE RECYCLING



2492 Doswell Ave. St
Paul, MN 55108

recycle@pcsforpeople.org

pcsforpeople.org





ITAD - IT ASSET DISPOSITION

PGs for People is a national leader in IT-asset disposition offering secure data destruction and recycling services.

- NAID AAA-Certified Data Sanitization
- R2-Certified Sustainable Electronic Recycling
- Convenient Free Pickup in Minnesota, Colorado, Ohio and neighboring states with Nationwide shipping logistics support
- Community Impact

recycle@pcsforpeople.org | pcsforpeople.org

SERVICE OVERVIEW

Asset Pickup & Removal

Free and secure asset pickup and removal. At the time of pick up, once loading is complete, a Transfer of Ownership will occur and assets will be transported to our secure facility.

Asset Tag Removal

PCs for People protects the identity of its recycling partners by removing all identifying labels from equipment that is collected, including asset tags, logos and all other identifiable branding.

Certified Drive Removal & Data Sanitization

We are AAA NAID Certified, the highest certification for data destruction. All serial numbers are tracked and an inventory log detailing data sanitization and destruction results are sent within 10 business days of a pickup.

End-of-Life Recycling

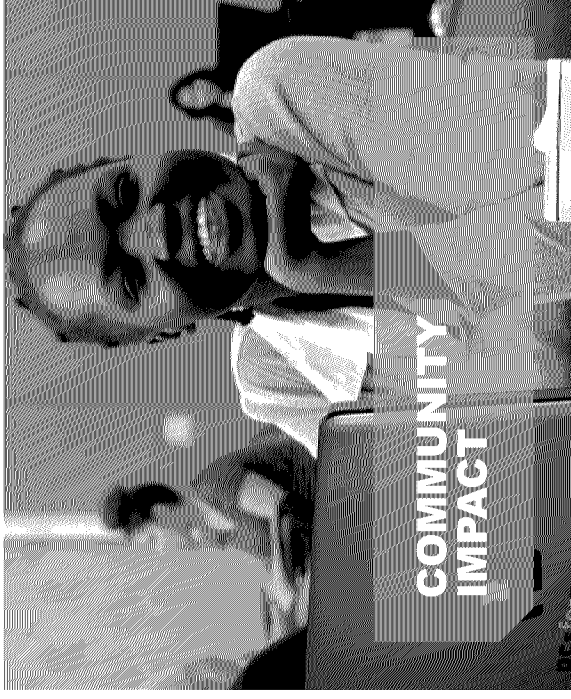
We are R2:2013 Certified, the leading standard in the e-waste recycling industry. Every component of end-of-life assets is recycled in an environmentally responsible way through downstream recycling partners who have also obtained these certifications.

Reporting

Detailed reporting provides an audit trail for legal compliance. We record the serial number of every computer, the employee who conducted the data sanitization of each hard drive and the result of the sanitization process. If any hard drives could not be securely sanitized they will be recorded and physically destroyed. A Certification of Data Sanitization will be provided.



recycle@pcsforpeople.org | pcsforpeople.org



COMMUNITY IMPACT

Digital Equity

Computers are refurbished and distributed back into the community with the goal of equal access to technology – vital tools for full participation in today's society.

Workforce Development

Our recycling activities provide jobs for adults with disabilities totaling over 18,000 hours of paid valuable work experience.

Environment

If items are not reusable we recycle every component in an environmentally responsible way keeping millions of pounds of e-waste out of our landfills.

2018 IMPACT

1,047,842 LBS Technology Recycled

15,344 Computers Distributed to our Communities

Every item that is received has a positive impact on the community!

of recipients reported they had never owned a computer

60%



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	21-1667	Version:	1	Name:	CP 2003-18 LRIP Grant Application
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	2/3/2021	In control:		In control:	City Council
On agenda:	2/8/2021	Final action:		Final action:	
Title:	Consider approving a resolution supporting a grant application to LRIP for CP 2003-18, 21st Street SW				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	LRIPResolution- 21st Street				

Date	Ver.	Action By	Action	Result
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Consider approving a resolution supporting a grant application to LRIP for CP 2003-18, 21st Street SW

Background Information:

The State of Minnesota has \$75 million in LRIP funding for routes of regional significance. 21st Street SW, from Forest Hills Avenue to Horseshoe Lake Road, is a project that has been on the CIP list for several years. It will provide congestion relief on Golf Course Road (CSAH 23) and provide better access to both the retail sector of Grand Rapids, as well as the Medical facilities and West Rapids Elementary School. The grant application will help reduce the costs for the City and benefiting property owners.

Staff Recommendation:

Matt Wegwerth, Public Works Director/City Engineer, recommends approving a resolution supporting a grant application to LRIP for 21st Street SW

Requested City Council Action

A motion approving a resolution supporting a grant application to LRIP for 21st Street SW

Councilor _____ introduced the following resolution and moved for its adoption:

City of Grand Rapids, Minnesota
RESOLUTION NO. 21-__

**RESOLUTION SUPPORTING THE CONSTRUCTION OF CP 2003-18, 21ST STREET SW AND
AUTHORIZING AN APPLICATION TO THE LRIP GRANT PROGRAM**

WHEREAS THE State of Minnesota has \$75 million in LRIP funding available for routes of regional significance;

WHEREAS CP 2003-18, 21st Street SW, from Forest Hills Avenue to Horseshoe Lake Road, when constructed will provide congestion relief to CSAH 23 (Golf Course Road);

WHEREAS THE proposed route will provide a benefit to our medical, retail and education communities;

WHEREAS THE authorizing authority of the City of Grand Rapids, Minnesota, does hereby support the application and construction of 21st Street SW and agrees to maintain such improvements;

NOW THEREFORE BE IT RESOLVED that the authorizing authority of the City of Grand Rapids, Minnesota, does hereby adopt this resolution.

Adopted by the Council this 8th day of February, 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: _____; whereby the resolution was declared duly passed and adopted.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1668 **Version:** 1 **Name:** New Fire Hall TNT and Teracon Change Orders
Type: Agenda Item **Status:** Consent Agenda
File created: 2/3/2021 **In control:** City Council
On agenda: 2/8/2021 **Final action:**
Title: Consider approving TNT Construction Group, LLC Contract Change Order #001 in the amount of \$17,830, TNT Construction Group, LLC Contract Change Order #002 in the amount of \$15,308.40 and Teracon Precast Contract Change Order #002 in the amount of \$9,253.44

Sponsors:

Indexes:

Code sections:

Attachments: [CE #005 - Step Down Stoops for Flammable Waste](#)
[S20020C-Grand Rapids Fire Department-002-CE 007-Temporary Chain Link Fence-2021-02-03](#)
[S20020C-Grand Rapids Fire Department-002-CE 006-Steel Wraps at Overhead Door Jamb-](#)

Date	Ver.	Action By	Action	Result
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Consider approving TNT Construction Group, LLC Contract Change Order #001 in the amount of \$17,830, TNT Construction Group, LLC Contract Change Order #002 in the amount of \$15,308.40 and Teracon Precast Contract Change Order #002 in the amount of \$9,253.44

Background Information:

TNT Construction Group, LLC Contract Change Order #001 is related to a change in the building footings.
 TNT Construction Group, LLC Contract Change Order #002 is related to installation of job site security fencing.
 Teracon Precast Contract Change Order #002 is related to the overhead garage door openings.

Staff Recommendation:

Staff recommends council approve TNT Construction Group, LLC Contract Change Order #001 in the amount of \$17,830, TNT Construction Group, LLC Contract Change Order #002 in the amount of \$15,308.40 and Teracon Precast Contract Change Order #002 in the amount of \$9,253.44

Requested City Council Action

Staff recommends council approve TNT Construction Group, LLC Contract Change Order #001 in the amount of \$17,830, TNT Construction Group, LLC Contract Change Order #002 in the amount of \$15,308.40 and Teracon Precast Contract Change Order #002 in the amount of \$9,253.44



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 #005 - Step Down Stoops for Flammable Waste

CONTRACT COMPANY: TNT Construction Group, LLC 40 County Road 63 Grand Rapids, Minnesota 55744	CONTRACT FOR: SC-S20020C-002:WS 001- Civil & Precast Concrete - TNT
DATE CREATED: 12/21/2020	CREATED BY: Angie Stahnke (ICS - Duluth, MN)
CONTRACT STATUS: Pending - In Review	REVISION: 0
REQUEST RECEIVED FROM:	LOCATION
DESIGNATED REVIEWER: Mark Cobb (ICS - Park Rapids, MN)	REVIEWED BY:
DUE DATE:	REVIEW DATE:
INVOICED DATE:	PAID DATE:
REFERENCE:	CHANGE REASON: Design Development
PAID IN FULL: No	EXECUTED: No
ACCOUNTING METHOD: Unit/Quantity Based	SCHEDULE IMPACT: 2 days
FIELD CHANGE: No	TOTAL AMOUNT: \$17,830.00

DESCRIPTION:
 CE #005 - Step Down Stoops for Flammable Waste
 Please submit an itemized line proposal for the work that was performed to step down to the bottom of the flammable waste interceptor

ATTACHMENTS:
[Supplemental Agreement Step Down Footings for Flammable Waste.pdf](#)

CHANGE ORDER LINE ITEMS:
 CCO #001

#	Cost Code	Description	Type	Quantity	Units	Unit Cost	Subtotal
1	A.-5.04 - WS 01 Civil/Concrete	Step Down Stoops for Flammable Waste	Other	0.0	Is	\$0.00	\$17,830.00
Subtotal:							\$17,830.00
Grand Total:							\$17,830.00

The original (Contract Sum)	\$ 1,698,000.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 1,698,000.00
The contract sum would be changed by this Change Order in the amount of	\$ 17,830.00
The new contract sum including this Change Order will be	\$ 1,715,830.00
The contract time will be increased by this Change Order by 2 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

DocuSigned by:

 SIGNATURE DATE
 12/21/2020

DocuSigned by:

 SIGNATURE DATE
 12/21/2020

DocuSigned by:

 SIGNATURE DATE
 12/21/2020



SUPPLEMENTAL AGREEMENT

GENERAL CONTRACTOR: ICS

DATE: 11/20/2020

PROJECT: Grand Rapids Fire Hall

PROJECT OWNER: City of Grand Rapids

AGGREEMENT #:

DESCRIPTION:

Extra labor and materials for the oil separator tank per the attached Service Orders dated 11/10/2020 and 11/17/2020

NET ADD OR DEDUCT: \$17,830.00

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

ACCEPTED BY: _____ DATE:
(TNT Aggregates LLC.)

TNT

AGGREGATES LLC.

Grand Rapids, MN (218) 326.4184

SERVICE ORDER NO: _____

TO: Jason ICS

PHONE: _____ **DATE OF ORDER:** 11/10/2020
ORDER TAKEN BY: Allen **CUSTOMER ORDER #:** _____
 DAY WORK: CONTRACT: EXTRA:
JOB NAME / NUMBER: GRFD
JOB LOCATION: Grand Rapids
JOB PHONE: _____ **STARTING DATE:** 11/10/2020

TERMS:

QTY	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK			
40	#4 20' Rebar	8	320	9' Wall Extra 5' From Elev 95° to 90° for oil Separator tank			
6 yd	Concrete	181	1086				
10	2X6X10'	14	140				
5	2X4X16'	14	70				
TOTAL MATERIAL			1616				
QTY	EQUIPMENT	HR RATE	AMOUNT	LABOR	HR	HR RATE	AMOUNT
				Tanner Halvorson	8	76	608
				Max Hoppe	8	76	608
				Kaleb Latvala	8	76	608
				Todd Love	8	98	784
				Garret Abernathy	8	76	608
				John	8	76	608
				Allen Pierce	8	98	784
TOTAL LABOR					4608		
TOTAL MATERIALS					1616		
TOTAL EQUIP							
TAX							
TOTAL					6224.00		
DATE COMPLETED 11/17/2020 TOTAL EQUIPMENT				THANK YOU!			
WORK ORDERED BY							
SIGNATURE							
I HEREBY ACKNOWLEDGE THE SATISFACTORY OF THE ABOVE DESCRIBED WORK							

TNT

AGGREGATES LLC.

Grand Rapids, MN (218) 326.4184

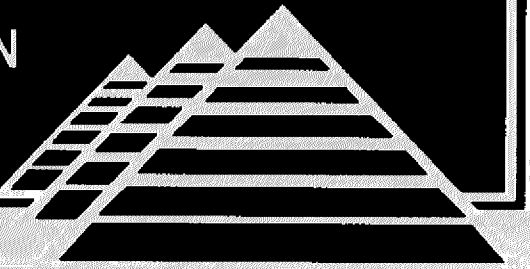
SERVICE ORDER NO: _____

TO: **Jason ICS**

PHONE: _____ DATE OF ORDER: **11/10/2020**
 ORDER TAKEN BY: **Allen** CUSTOMER ORDER #: _____
 DAY WORK: CONTRACT: EXTRA:
 JOB NAME / NUMBER: **GRFD**
 JOB LOCATION: **Grand Rapids**
 JOB PHONE: _____ STARTING DATE: **11/10/2020**

TERMS:

QTY	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK			
8yds	Concrete	181	1448	2x9 Pad + Step Footing			
8	16ft 1x12 Form	15	120	for oil separator tank			
14	20ft #5 Bar	12	168				
TOTAL MATERIAL			1736				
QTY	EQUIPMENT	HR RATE	AMOUNT	LABOR	HR	HR RATE	AMOUNT
				Allen Pierce	7	98	686
				Jake Unterburgens	6	76	456
				Tanner Halvorson	6	76	456
				Kaleb Latvala	6	76	456
				Max Hoppe	6	76	456
				Todd Love	6	98	588
				TOTAL LABOR		3098	
				TOTAL MATERIALS		1736	
				TOTAL EQUIP			
				TAX			
				TOTAL		4834.00	
DATE COMPLETED 11/13/2020				TOTAL EQUIPMENT			
WORK ORDERED BY				THANK YOU!			
SIGNATURE							
I HEREBY ACKNOWLEDGE THE SATISFACTORY OF THE ABOVE DESCRIBED WORK							

TNT**CONSTRUCTION
GROUP LLC****Grand Rapids, MN (218) 326 • 4184****SERVICE ORDER NO: 1**TO:
City of Grand Rapids

ICS

PHONE:

DATE OF ORDER:

11/10/2020

ORDER TAKEN BY:

CUSTOMER ORDER #:

 DAY WORK:
 CONTRACT:
 EXTRA:

JOB NAME / NUMBER:

Firehall

JOB LOCATION:

Grand Rapids MN

JOB PHONE:

STARTING DATE:

11/10/2020

TERMS:
T&M

QTY	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK				
160	CY Dump Fee	\$3.00	\$480.00	Extra depth excavation for the step footings for the oil/water separator tank that has been added since bid date. Most material had to be hauled away. New material will need to be brought in for backfilling.				
TOTAL MATERIAL		\$3.00	\$480.00					
QTY	EQUIPMENT	HR RATE	AMOUNT	LABOR	HR	HR RATE	AMOUNT	
3	650 Excavator	\$275.00	\$825.00	Brian S	3	\$115.00	\$345.00	
3	450 Excavator	\$190.00	\$570.00	Wayne S	3	\$92.00	\$276.00	
3	Skidsteer	\$60.00	\$180.00	Jack B	3	\$92.00	\$276.00	
3	GPS Rover and Base	\$25.00	\$75.00	Tommy E	3	\$85.00	\$255.00	
6	Sidedump	\$125.00	\$750.00					
				TOTAL LABOR		\$1,152.00		
DATE COMPLETED				TOTAL EQUIPMENT		\$2,400.00		
WORK ORDERED BY				TOTAL MATERIALS		\$480.00		
SIGNATURE				TOTAL EQUIP		\$2,400.00		
				THANK YOU!		TAX \$0.00		
						TOTAL \$4,032.00		

I HEREBY ACKNOWLEDGE THE SATISFACTORY OF THE ABOVE DESCRIBED WORK



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 #007 - Temporary Chain Link Fence

Table with contract details including CONTRACT COMPANY, DATE CREATED, CONTRACT STATUS, REQUEST RECEIVED FROM, DESIGNATED REVIEWER, DUE DATE, INVOICED DATE, REFERENCE, PAID IN FULL, ACCOUNTING METHOD, FIELD CHANGE, CONTRACT FOR, CREATED BY, REVISION, LOCATION, REVIEWED BY, REVIEW DATE, PAID DATE, CHANGE REASON, EXECUTED, SCHEDULE IMPACT, and TOTAL AMOUNT.

DESCRIPTION:
CE #007 - Temporary Chain Link Fence
Please submit an itemized line proposal for the work to be performed for the addition of the chain link fence for site security

ATTACHMENTS:
Supplemental Agreement 1 Temp Fence.pdf

CHANGE ORDER LINE ITEMS:
CCO #002

Table with 8 columns: #, Cost Code, Description, Type, Quantity, Units, Unit Cost, Subtotal. Row 1: 1, A.-5.04 - WS 01 Civil/Concrete, Temporary Chain Link Fence, Other, 0.0, ls, \$0.00, \$15,308.40. Subtotal: \$15,308.40. Grand Total: \$15,308.40.

The original (Contract Sum) \$ 1,698,000.00
Net change by previously authorized Change Orders \$ 17,830.00
The contract sum prior to this Change Order was \$ 1,715,830.00
The contract sum will be increased by this Change Order in the amount of \$ 15,308.40
The new contract sum including this Change Order will be \$ 1,731,138.40
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

SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE



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 #006 - Steel Wraps at Overhead Door Jamb

Table with contract details including CONTRACT COMPANY (Teracon Precast), CONTRACT FOR (SC-S20020C-001:Precast Concrete), DATE CREATED (1/12/2021), CONTRACT STATUS (Pending - In Review), REQUEST RECEIVED FROM, DESIGNATED REVIEWER (Mark Cobb), DUE DATE, INVOICED DATE, REFERENCE, PAID IN FULL (No), ACCOUNTING METHOD (Amount Based), FIELD CHANGE (No), and TOTAL AMOUNT (\$9,253.44).

DESCRIPTION: CE #006 - Steel Wraps at Overhead Door Jamb
Please submit an itemized line proposal for the work to be performed to add Steel Wraps at the overhead door jamb to be incorporated into the Precast Wall assembly

ATTACHMENTS: 20-047-CO2-Grand Rapids Fire Hall.pdf

CHANGE ORDER LINE ITEMS: CCO #002

Table with 4 columns: #, Cost Code, Description, Type, Amount. Row 1: 1, A.-5.03 - PreCast Concrete, Steel Wraps at Overhead Door Jamb, Other, \$ 9,253.44. Subtotal: \$9,253.44. Grand Total: \$9,253.44.

The original (Contract Sum) \$ 646,127.00
Net change by previously authorized Change Orders (\$42,467.00)
The contract sum prior to this Change Order was \$ 603,660.00
The contract sum would be changed by this Change Order in the amount of \$ 9,253.44
The new contract sum including this Change Order will be \$ 612,913.44
The contract time will not be changed by this Change Order by 0 days

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

Teracon Precast
6189 170th Street North
Hawley Minnesota 56549

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

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

SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1669 **Version:** 1 **Name:** Operating Transfer Fund 480 to Fund 482
Type: Agenda Item **Status:** Consent Agenda
File created: 2/4/2021 **In control:** City Council
On agenda: 2/8/2021 **Final action:**
Title: Consider adopting a resolution authorizing an operating transfer from the Capital Project Fund-2019 Infrastructure Bond Fund to the Capital Project Fund-2021 Infrastructure Bond Fund.

Sponsors:

Indexes:

Code sections:

Attachments: [\\$33,770 operating transfer from 480 to 482-GR Cohasset Trail](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution authorizing an operating transfer from the Capital Project Fund-2019 Infrastructure Bond Fund to the Capital Project Fund-2021 Infrastructure Bond Fund.

Background Information:

On September 5, 2019, the City of Grand Rapids issued Abatement Bonds to be used for the construction of Phase 1 of the Cohasset Trail Project. Since the City plans to construct Phase 2 of the Cohasset Trail Project the City has decided to use the remaining proceeds to Phase 2.

Staff Recommendation:

Staff recommends adopting a resolution authorizing an operating transfer from the Capital Project Fund-2019 Infrastructure Bond Fund to the Capital Project Fund-2021 Infrastructure Bond Fund.

Requested City Council Action

Make a motion adopting a resolution authorizing an operating transfer from the Capital Project Fund-2019 Infrastructure Bond Fund to the Capital Project Fund-2021 Infrastructure Bond Fund in the amount of \$33,770 as of December 31, 2020.

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

RESOLUTION NO. 21-

A RESOLUTION AUTHORIZING AN OPERATING TRANSFER FROM THE CAPITAL PROJECT FUND-2019 INFRASTRUCTURE BOND FUND TO THE CAPITAL PROJECT FUND-2021 INFRASTRUCTURE BOND FUND IN THE AMOUNT OF \$33,770 AS OF DECEMBER 31, 2020

WHEREAS, the City of Grand Rapids issued Abatement Bonds on September 5, 2020 to be used for the construction of Phase 1 of the Cohasset Trail Project, and

WHEREAS, since the City plans to construct a Phase 2 of the Cohasset Trail Project the City has decided to use the remaining proceeds to Phase 2, and

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes an operating transfer from the Capital Project Fund-2019 Infrastructure Bond Fund to the Capital Project Fund-2021 Infrastructure Bond Fund in the amount of \$33,770 as of December 31, 2020.

Adopted this 8th day of February 2021.

Dale Christy, Mayor

Attest:

Kim Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1670 **Version:** 1 **Name:** Trampled by Turtles
Type: Agenda Item **Status:** Consent Agenda
File created: 2/4/2021 **In control:** City Council
On agenda: 2/8/2021 **Final action:**
Title: Consider an agreement between Trampled by Turtles and the City of Grand Rapids
Sponsors:
Indexes:
Code sections:
Attachments: [Trampled Contract](#)

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

Consider an agreement between Trampled by Turtles and the City of Grand Rapids

Background Information:

The Reif Center, KAXE, Downtown Business Association, and City, are working collaborative on a music festival that would occur September 10th and 11th of this year. The headliner for September 10th is the band Trampled by Turtles. Similar to Tall Timber Days it is proposed that the band contracts run through the City to save on liability insurance. The City will be reimbursed through ticket sales for the event. The event is planned to held on the city parking lot and streets located on Block 19. In case of poor weather the event will be transferred to the IRA Civic Center.

Staff Recommendation:

City staff is recommending the attached agreement between Trampled by Turtles and the City for a concert on September 10, 2021.

Requested City Council Action

A motion approving an agreement between Trampled by Turtles and the City for a concert on September 10, 2021.

Trampled By Turtles | Reif Performing Arts Center | Grand Rapids, MN | Fri, Sep 10, 2021

Joshua Knight | jknight@paradigmagency.com

THIS PERFORMANCE CONTRACT is dated Monday, February 1, 2021 by and between TRAMPLED BY TURTLES, LLC ("COMPANY"), which shall furnish the services of Trampled By Turtles ("ARTIST"), and ~~REIF ARTS COUNCIL~~ ("PURCHASER") for the engagement listed below on the terms and conditions set forth in this Agreement. *City of Grand Rapids, MN*

This Performance Contract between COMPANY and PURCHASER consists of this principal agreement together with the Additional Terms and Conditions, ARTIST'S RIDER (if any) and any other exhibits and addenda which are attached hereto and incorporated herein by this reference (collectively, this "Agreement").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PURCHASER and COMPANY hereby agree as follows:

1. ENGAGEMENT / VENUE:

VENUE: ~~Reif Performing Arts Center (the "Venue")~~ *City Lot @ Pokegama Ave + 1st Ave + 2nd Street*
ADDRESS: 720 NW Conifer Drive
Grand Rapids, MN 55744
United States
DATE OF SHOW: Friday, September 10, 2021 SET LENGTH: APPROX 90 MINUTES.
(the "Date of Engagement")
NO. OF SHOWS: 1
ARTIST TIME: 8:00PM. APPROX 90 MINUTES. EXACT SET TIME AND LENGTH TO BE DETERMINED PER ADVANCE.

2. COMPENSATION:

\$ 60,000.00 guaranteed to ARTIST (the "Guarantee").
Flat Guarantee *11 rooms per Josh for 1 or 2 nights*
Purchase to provide and pay for no less than twelve (12) hotel rooms for two (2) nights, to be approved by Artist. Exact details to be determined per advance.

~~Purchaser to provide and pay for all backline requirements of Artist, to be approved by Artist.~~

~~Purchaser to provide and pay for all Artist hospitality requirements per Artist rider.~~

~~Purchaser provide stage, lights + sound.~~

Monitors + FOH board - Artist has if needed.

3. PAYMENT TERMS:

PURCHASER shall pay \$ 30,000.00 to PARADIGM MUSIC LLC no later than Friday, *March* February 5, 2021

All payments shall be payable by ~~bank wire to:~~

Paradigm Music, LLC
ACCT: 1895517231
ABA: 121137522
SWIFT CODE: MNBUS33

OK SD

Comerica Bank

- 2% MN non-resident entertainment tax

The Balance of the Guarantee shall be paid not later than the evening of the Engagement. ~~If the percentage of gross ticket receipts exceed the Guarantee, the overage amount due shall be paid in full immediately following the Engagement.~~

4. PRODUCTION:

OK PURCHASER to provide and pay for Sound and Lights, approved by ARTIST.

5. BILLING:

100% Headliner. Billing must be approved by agent.

6. TICKET SCALING AND PRICES:

SCALING NOTES

EXACT TICKET PRICE AND SCALING TO BE APPROVED BY AGENT PRIOR TO ANNOUNCEMENT.

Trampled By Turtles | Fri, Sep 10, 2021

Joshua Knight | jknight@paradigmagency.com

7. DEDUCTIONS:

DEDUCTIONS	EXC/INC	PRICE	TYPE	TOTAL
		-- N/A --		
				\$ 0.00 DEDUCTIONS

8. TAXES:

TAXES	AMOUNT	TYPE	TOTAL
	-- N/A --		
			\$ 0.00 TAXES

9. MERCHANDISE:

90/10 - ARTIST SELLS
OR
80/20 - VENUE SELLS.

10. CONTACT DETAILS:

ARTIST: **Trampled By Turtles**
Trampled By Turtles, LLC
P.O. Box 6009
Bozeman, MT 59771
(201) 960-0295
christian@thirtytigers.com

PROMOTER / PURCHASER: **Reif Arts Council**
720 NW Conifer Dr.
Grand Rapids, MN 55744
218-327-5780
Shantel Dow
218-327-5783
SDow@reifcenter.org

*Contracting Party:
City of Grand Rapids
40 Tom Pagel City Admn.
420 N. Pokegama Ave.
Grand Rapids, MN 55744*

11. ATTACHMENTS:

The Additional Terms & Conditions, Artist rider, and any Company addenda attached hereto form a part of this Agreement and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

IMPORTANT: ONE COMPLETE COPY of this contract and rider, signed by the PURCHASER, must be received by Paradigm Talent Agency via email, fax, or mail, no later than Friday, March 5, 2021.

PURCHASER

Reif Arts Council
720 NW Conifer Dr.
Grand Rapids, MN 55744

Federal Tax ID: _____

Signature: _____

Print Name: _____

Title/Position: _____

COMPANY

Trampled By Turtles, LLC
P.O. Box 6009
Bozeman, MT 59771
Federal Tax ID: 45-4149748

Signature: _____

Print Name: _____

Title/Position: _____

As used herein, the term "Company" shall have the same meaning as the term "Artist Company" as defined in the facing pages of this Agreement.

1. VENUE:

1.1 Under no circumstances may the Purchaser change the Venue for the Date of Engagement without Agent's or Company's prior written consent, which may be withheld in Agent's or Company's sole discretion, as applicable. Notwithstanding anything to the contrary contained herein, a change of Venue by the Purchaser in the absence of such consent shall constitute a material breach of this Agreement and Purchaser shall be liable for the full amount of Compensation due hereunder regardless of the date on which such change takes place.

1.2 In addition to Venue, Purchaser hereby agrees to provide all necessary permits and licenses required by all applicable laws for purposes of lawfully conducting the Event. Unless otherwise agreed to by Agent in writing prior to the Date of Engagement, it is hereby acknowledged and agreed that Artist shall perform in the primary (main) featured performance area of Venue.

2. DATE(S) OF ENGAGEMENT:

2.1 Artist's appearance on the Date of Engagement (hereinafter, the "Performance"), together with all other performances at the Venue on the Date of Engagement, is hereinafter collectively referred to as the "Event." Unless otherwise expressly agreed in writing by Agent, Purchaser may not make any announcements regarding the Performance contracted for hereunder until Company has received the initial deposit set forth in the paragraph titled "Payment Terms" of the Facing Page(s) of this Agreement and written authorization from Agent that such an announcement may be made. In the event that Purchaser breaches the terms contained in the foregoing sentence, Agent or Company may elect to immediately terminate this agreement upon giving written notice to Purchaser, without prejudice to any rights or claims Agent or Company may have. In the event of such termination, Company shall be entitled to retain any payments previously made by Purchaser hereunder and shall have no obligation to furnish Artist to perform on the Date of Engagement.

2.2 Purchaser hereby acknowledges that, *as long as contract is carried out. SD* except as otherwise expressly set forth herein, each and every Deposit payment made hereunder is non-refundable. Contemporaneous with payment of the Deposit(s) hereunder and subject to the terms of paragraph 4.1 herein below, Purchaser is being granted the limited right to immediately exploit artist's approved name, image and logo (hereinafter, the "NIL Rights") solely for purposes of advertising, marketing and promoting the Event and the sale of tickets with respect thereto. Purchaser further acknowledges that the aforesaid grant of NIL Rights constitutes a value in consideration of the payment of any and all monies paid to Company hereunder prior to the Date of Engagement. For the avoidance of doubt, except as otherwise expressly set forth in writing between the parties hereto, the NIL Rights granted hereunder shall immediately revert to Company upon the earlier of (a) completion of the Performance, (b) material uncured breach of the Agreement by Purchaser, (c) cancellation of the Performance, or (d) termination of this Agreement by either party in accordance with the terms hereof.

3. TICKET PRICE:

3.1 Notwithstanding anything to the contrary contained herein, and for the avoidance of doubt, Purchaser shall be solely responsible for payment of all taxes (including, without limitation, state and local sales taxes) associated with the sale of tickets for the Event.

3.2 Purchaser shall not charge a surcharge, tax, or fee of any kind in addition to the ticket price stated herein.

3.3 Purchaser shall not increase or decrease a ticket price, nor charge a fee based on an age differential, without prior agreement between Purchaser and Agent.

3.4 The parties hereto hereby agree that a ticketing outlet of Company's choosing shall have the exclusive right to offer for sale one hundred percent (100%) of all tickets for the Events to be made available for purchase online.

3.5 Subject always to the applicable data protection legislation, Purchaser shall make the Database available to Company free of charge. "Database" shall mean all statistical and demographic data gathered in connection with ticket sales for the Performance, including, without limitation, e-mail addresses of purchasers of tickets for the Performance.

4. LINE-UP, BILLING, AND PROMOTION:

4.1 (a) Purchaser shall obtain the approval of Agent by e-mail over all advertisements and promotional material (including flyer design) using the Artist's name, likeness and/or logos prior to producing and/or disseminating any such materials.

(b) In respect of the Date of Engagement hereunder, Artist shall receive one hundred percent (100%) headline billing with respect to all artist performances taking place at the Venue on all materials distributed by Purchaser to press and public. Artist shall be billed as set forth on the Artist Rider (as defined in paragraph 15.5 herein below) and in no other way without the prior written consent of Agent.

(c) Purchaser must use Artist's NAME/IMAGE/LIKENESS/LOGO template (hereinafter, the "NIL Template") in all Event advertising (including, without limitation, poster, flyer, Internet, radio, TV, and print advertising). The NIL Template shall be provided by Agent promptly following execution of this Agreement.

(d) Artist's artwork must be the predominant graphic element on all advertising.

(e) Purchaser acknowledges and agrees that the Artist's name or likeness may not be connected in any way with any form of sponsorship or endorsement of any kind, including but not limited to commercial and political, without the prior written consent of Company. Without limiting the foregoing, there shall be no sponsorship branding on the stage on which the Performance takes place without Agent's prior written approval, which may be withheld in Agent's sole discretion.

4.2 ~~(a) Agent shall have the right to pre-approve the talent line-up for the Event.~~

*Main stage: solely TBT.
Local talent at small beer tent stage.
SD*

~~(b) Company reserves the right to choose the performing artist who will perform immediately prior to and/or immediately after Artist's set time.~~ *N/A*

4.3 (a) Purchaser shall use best efforts to adequately promote the Performance by manufacturing and sending announcements, displaying posters, placing advertisements and by utilizing all other promotional methods that are standard practice in the industry. The costs of promotion shall be borne solely by Purchaser.

(b) Any materials made available to Purchaser by Agent or Company, including, without limitation, materials embodying Artist's name, Artist's image and/or logo, and any other intellectual property owned or controlled by Artist (hereinafter "NIL Materials") shall be used solely in connection with promotion of the Performance on the Date of Engagement and shall remain the property of Company or Artist, as applicable. Company shall have approval over each use of the NIL Materials hereunder. In the event that Company determines, in Company's sole discretion, that any use of the NIL materials may adversely affect Company, Artist or Company's or Artist's intellectual property rights, as applicable, upon receipt of Company's written notice of the foregoing, Purchaser will use best efforts to immediately discontinue dissemination of the promotional materials identified in said notice and shall promptly destroy the unused materials or return them to the requesting party at Purchaser's sole cost and expense.

5. PRODUCTION:

5.1 Not later than ten (10) weeks prior to the Date of Engagement, Purchaser shall submit to Company's designated representative, (hereinafter referred to as "Company's Representative"), for approval, a written production proposal (the "Production Proposal") which contains the proposed production budget ("Production Budget") for the Event and sets forth with reasonable specificity all proposed production elements therefore (including, without limitation, lights, video, special effects, sound, and staging). Promoter hereby warrants and represents that the level of production of the Event and all elements thereof shall be commensurate with Artist's stature in the musical artist market, and shall be appropriate for the size of the Venue, as determined by Company's Representative. Except as otherwise set forth herein or agreed in writing between the parties, in no event may Purchaser reduce line item expenditures below amounts set forth in the Production Budget as approved in writing by Agent or Company's Representative. Company shall have the right to insist upon the removal and/or addition of specific elements to the production (e.g., a laser), provided that such additional

Purchaser Initials SNB
Company Initials _____

elements do not cause production costs for the Event to exceed one hundred ten percent (110%) of the approved Production Budget. For the avoidance of doubt, unless otherwise expressly agreed in writing between the parties hereto, Purchaser shall be responsible for any and all production costs including, without limitation, all costs that exceed the approved Production Budget in accordance with the foregoing sentence.

5.2 In the event of a breach of paragraph 5.1 herein above, without limiting any other rights and remedies Company may have under this Agreement, Company shall (i) have the right to refuse to furnish Artist to perform on the Date of Engagement and (ii) shall be entitled to retain any payments previously made by Purchaser hereunder.

6. COMPENSATION:

6.1 (a) Company hereby directs and authorizes Purchaser to make all payments due hereunder as directed in the Payment Terms of the facing pages of this Agreement.

(b) Such payment as aforesaid shall be made as an accommodation to Company and nothing herein contained shall constitute Agent as a beneficiary of or party to this Agreement. Such payment to Agent shall constitute payment to Company for all purposes of this Agreement and Purchaser will have no liability to Agent by reason of any erroneous payment Purchaser may make or failure to comply with such authorization. Company hereby indemnifies and holds Purchaser harmless against any claims asserted against Purchaser by reason of any such payment made pursuant to the terms of this paragraph 6.1(b).

6.2 Company reserves the right to have Agent renegotiate the terms of compensation set forth in the paragraphs titled "Compensation" and "Payment Terms," respectively, of the Facing Page(s) of this Agreement in the event that attendance at the Event exceeds the "Capacity" amount set forth in the paragraph titled "Ticket Scaling and Prices" of the Facing Page(s) of this Agreement.

6.3 In the event that payment to Company is based in whole or in part on receipts of the Performance(s) hereunder, Purchaser agrees to deliver to Company a certified statement of the gross receipts of each performance within two (2) hours following the applicable Performance. Company shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of Purchaser relating to gross receipts of the Event only.

6.4 In the event that contingent compensation is payable under this Agreement, Company or Agent shall have the right to appoint an accountant or auditor to examine the Purchaser's books and records as they pertain to this Agreement, provided such examination shall take place at Purchaser's offices during business hours with reasonable notice at Company's sole expense. Notwithstanding the foregoing, if an underpayment of the amounts set forth herein is found as a result of such an examination, then Purchaser shall immediately reimburse Company for the costs of such examination together with the shortfall amounts discovered through such examination.

7. TAXES AND VISAS:

7.1 Purchaser shall pay for any and all taxes (excluding any income or Non-resident Withholding Tax that may be owed by Company), which may become due in connection with the Performance. For the avoidance of doubt Purchaser shall be responsible for any airport arrival and departure taxes incurred in respect of Artist and Artist's guest's travel. Purchaser shall not offset any expenses or taxes of any type against the Guarantee hereunder.

7.2 Notwithstanding anything to the contrary contained herein, Company's federal non-resident withholding tax amount hereunder may not exceed the required amount established by the applicable tax authority. Purchaser must make withholding payments to the U.S. Internal Revenue Service and any other applicable state and/or local tax authority (individually and collectively, the "Tax Authority") in accordance with the terms of applicable law, but in no event later than thirty (30) days from the Date of Engagement. Purchaser shall promptly provide Agent with wire confirmation evidencing that Purchaser has withheld and paid over to the Tax Authority in a timely manner the requisite amount. In the event that Purchaser is in breach of the terms of this paragraph 7.2 and fails to remedy such breach within five (5) business days of receipt of Company's written notification of such breach, Company shall have the right to immediately terminate this Agreement by written notice to Purchaser (the "Termination Notice") and any and all rights granted to Purchaser hereunder (including, without limitation, rights

of exclusivity) shall be immediately revoked. In the event of any such termination, within five (5) business days of Purchaser's receipt of the Termination Notice, Purchaser shall pay to Agent the balance of the Guarantee and Agent shall become the withholding agent with respect to the Date of Engagement. Without limiting the foregoing, Purchaser shall be liable for any and all penalties assessed by the Tax Authority against Company and/or Artist for Purchaser's failure to make timely payment to the Tax Authority of amounts required to be withheld hereunder.

7.3 Under no circumstances may Purchaser make cash payments under this Agreement. Purchaser hereby acknowledges that (i) Agent will not accept cash deposits as payment hereunder and (ii) any cash payments made in violation of the foregoing provision will be forfeited to Agent and not be deemed to be compensation to Company or applied to offset any payments due to Company hereunder.

7.4 Purchaser, where applicable, shall be responsible for obtaining and paying for any work permits and visas (U.S. work permits excluded) required for Artist and any member of Artist's crew to work legally in country of performance on the Date of Engagement which shall be valid for the duration of Artist's stay in country of performance. Purchaser shall be responsible for paying for any additional costs incurred in obtaining a visa, including but not limited to courier fees, travel and accommodation expenses, and taxi fare.

8. MERCHANDISE:

8.1 Purchaser hereby gives permission to Company to sell merchandise and other Artist-related products before, during and after the Performance. ~~Purchaser shall not receive any commission or other remuneration with respect to such sale of merchandise or other Artist-related products hereunder.~~ *See page 2 #9.*

8.2 Notwithstanding anything to the contrary contained herein, Purchaser shall ensure that, in the absence of Company's prior written to the contrary, no merchandise other than consumables and merchandise sold by Company's representatives under 8.1 herein above shall be sold at the Venue for the duration of the Event. *Food & Bev. will be sold throughout.*

9. EQUIPMENT AND HOSPITALITY:

9.1 (a) Purchaser agrees to setup an appropriate performance area that is free from interruption.

(b) Purchaser hereby agrees to provide, at Purchaser's sole cost and expense, a first-class sound and lighting system, to include the equipment and technical specifications set forth on the Artist Rider.

(c) Purchaser shall check all equipment for defects and to ensure proper functioning on the Date of Engagement prior to the Performance. Purchaser will indemnify Company, Agent and Artist from any liability resulting from damage to equipment arising at any time before, during or after the Performance hereunder, except in respect of damage caused by any intentional act or omission by Artist or Artist's gross misconduct.

(d) At any time and without prior notice, Company shall have the right to cancel or shorten the Performance hereunder if, in Company's reasonable business judgment, Purchaser has failed to adhere to the requirements set forth herein in respect of the equipment or if the equipment fails to function properly on inspection or during the Performance.

9.2 Purchaser shall provide Artist with a clean and comfortable dressing room area conforming to the specifications set forth on the Artist Rider.

9.3 Company shall have the right to invite the number of guests referred to as "Artist Comps" in the paragraph titled "Ticket Scaling and Prices" of the Facing Page(s) ("Artist's Guests") to attend on the Date of Engagement, and each of Artist's Guests shall be given access to the Venue free of charge. Company's list of Artist's Guests will be honored throughout the entire Date of Engagement from doors to closing. The Agent's guest list shall not be deducted from Company's guest allotment set forth in this paragraph 9.3.

10. RECORDING:

10.1 Company's Recording:

Purchaser hereby acknowledges and agrees that Company and/or anyone engaged, authorized, employed or supervised by Company, may photograph, video tape, and/or otherwise record, reproduce and distribute such recordings of the Event including the Performance hereunder ("Recordings"), in whole or in part, in any manner or media, and any such Recordings from the inception of recording thereof, and all copies manufactured

therefrom, together with the images and/or performances embodied thereon, shall be the sole property of Company or Company's designee, as applicable ("Copyright Holder"), throughout the world, free from any claims whatsoever by Purchaser or any third party (including, without limitation, Purchaser's affiliates, partners, investors and the Venue owner) ("Third Party"), and Copyright Holder shall have the exclusive right to copyright such Recordings in its name as the sole and exclusive owner and author thereof and to secure any and all renewals and extensions of such copyright. Neither Company, Artist nor Company's or Artist's designee shall have any obligation to obtain permission from or provide credit to Purchaser, except as otherwise required by law. For the avoidance of doubt, Company shall be solely responsible for the following in connection therewith: (a) any and all costs and expenses, including without limitation, additional labor costs that Company may incur in connection with the Recordings (all of such costs and expenses being specifically excluded from show costs and expenses); (b) any and all liabilities; and (c) any and all appropriate third party clearances, authorizations and approvals.

10.2 Other Recordings:

- (a) Purchaser warrants that Purchaser shall not, nor shall Purchaser, authorize others to photograph, video tape, record or otherwise reproduce Artist's likeness or image in any manner, nor shall Purchaser record (in any medium) or broadcast (via any means, including, without limitation, radio or internet), or authorize others to record or broadcast, any portion of the Performance without Company's prior written consent, which may be withheld in Company's sole discretion, as applicable. If it becomes evident to Artist or Company that any of the foregoing prohibited activities is occurring during the Event, Artist may discontinue Artist's Performance immediately and neither Agent, Artist nor Company shall be obligated to return any monies previously paid by Purchaser under the Agreement.
- (b) Purchaser warrants and represents that Purchaser will use Purchaser's best efforts to prevent the recording, by any means or media, and dissemination of the Performance hereunder except as otherwise expressly permitted herein.
- (c) Purchaser will be liable to Company and Artist for any loss, damage or expense (including reasonable attorneys' fees) incurred or suffered by Artist as a result of a breach of subparagraphs 10.2(a) or 10.2(b) herein above. For the avoidance of doubt, except as otherwise expressly permitted in writing by Company, Purchaser shall be strictly liable for any damages suffered by Company or Artist as a result of (1) the creation of an unauthorized recording of Artist's performance hereunder by means of the sound board, artist equipment, monitors or any other part of the Venue's audio-only and audio/visual installation, and (2) the dissemination of any such recording.

11. CANCELLATION:

11.1 Company Cancellation of Performance:

- (a) Without prejudice to any rights, claims or remedies Company may have under this Agreement at law or in equity, in the event that Purchaser breaches any term of this Agreement and such breach is not cured in accordance with the terms of paragraph 14.1 herein below, Company shall have the right to immediately cancel this Agreement. Such breaches include, but are not limited to, the following:
 - (i) Purchaser does not make timely payment to Agent any amount due as set forth on the Facing Page(s), of this Agreement herein above or otherwise materially breaches the terms of this Agreement, including, without limitation, as contained in the paragraphs titled "Compensation" and "Payment Terms," respectively, of the Facing Page(s), or fails to perform any material obligation required of Purchaser hereunder;
 - (ii) On or before the Date of Engagement, Purchaser has failed, neglected or refused to perform any contract with any other performer for any engagement and, following receipt of Company's written demand therefor, Purchaser fails to promptly make full payment of the Guarantee due hereunder; or
 - (iii) Agent, in its sole discretion, determines that Purchaser is unable to pay its debts as they become due in the ordinary course of business; or
 - (iv) A voluntary or involuntary bankruptcy petition is filed by or against Purchaser, Purchaser goes into compulsory liquidation, makes an assignment for the benefit of creditors, is in receivership or makes any composition with creditors.
- (b) In the event of any cancellation by Company under 11.1(a) herein above,

(i) Neither Agent, Company, nor Artist shall be obligated to refund any payments made by Purchaser hereunder prior to the date on which cancellation takes place, nor shall Agent, Company nor Artist have an obligation to mitigate with respect to amounts owed by Purchaser hereunder;

(ii) Purchaser shall remain liable to Company for the full amount of the Guarantee;

(iii) Company shall have no obligation to furnish Artist to perform for Purchaser hereunder and Company may contract with one or more third parties for Artist to perform for such third party(ies) on the Date of Engagement; and

(iv) Neither Company, Agent nor Artist shall be liable to Purchaser for any costs or losses of any kind whatsoever suffered by Purchaser as a result of such cancellation.

11.2 Purchaser Cancellation of Performance:

If, for any reason (including, without limitation, a cancellation under paragraph 11.3 herein below), Purchaser cancels the Performance following the date of execution hereof, Purchaser shall remain liable to Company for the full amount of the Guarantee due hereunder.

11.3 Cancellation of the Performance due to Force Majeure Event:

(a) Notwithstanding anything to the contrary contained herein, the Performance may be cancelled by either party due to cause(s) beyond the reasonable control of the parties hereto that would render the Performance hereunder impossible or make conditions for the Performance hazardous. Such causes shall include, but not be limited to: acts of God; weather; acts of war; riot; fire; explosion; accident; flood; sabotage or terrorist act; transportation failure or delay; governmental or court ordered laws, regulations, requirements, orders or actions including those related to communicable diseases, epidemics, pandemics or other dangers to public health; injunctions or restraining orders; strike(s) or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment), technical failures beyond the reasonable control of the parties hereto, or other causes of a similar or different nature beyond the reasonable control of the parties hereto (hereinafter "Force Majeure Event"). Neither Company, Agent nor Artist shall be held liable for any losses, costs or damages whatsoever suffered by Purchaser due to Artist's failure to perform as a result of a Force Majeure Event.

(b) (i) In the event that the Performance is cancelled due to a Force Majeure Event and Artist is ready and willing to perform, Company shall be entitled to retain or receive, as applicable, within ten (10) days of the cancelled Date of Engagement, one hundred percent (100%) of the Guarantee.

(ii) In the event the Performance is cancelled pursuant to a Force Majeure Event that renders Artist unready and/or unable to perform, Company shall be entitled to retain or receive, as applicable, within ten (10) days of the cancelled Date of Engagement, fifty percent (50%) of the Guarantee.

11.4 Cancellation of the Performance due to Incapacitating Illness or Accident to Artist:

In the event of an incapacitating illness or accident to Artist or essential crew member or the death or terminal illness of a member of Artist's family that prevents Artist from being ready, willing and able to perform a Date of Engagement hereunder, it is understood and agreed that (i) Artist shall not be required to perform the scheduled engagement(s), (ii) neither Company, Agent nor Artist shall be liable for any costs or losses of any kind whatsoever suffered by Purchaser and (iii) Purchaser agrees to release Company, Agent and Artist from any liability with respect thereto. Unless otherwise expressly agreed in writing between the parties, in the event of cancellation by Company under this paragraph 11.4, Company shall return to Purchaser within ten (10) business days following the Date of Engagement, all sums received by Company under this Agreement less Artist's bona fide reasonable out-of-pocket expenses incurred in connection herewith.

11.5 Company warrants and represents that Company has accepted this engagement in good faith and will use Company's reasonable good faith endeavors to cause Artist to fulfill Artist's obligations hereunder.

12. SECURITY AND INSURANCE:

12.1 (a) Purchaser shall be solely responsible to provide a safe environment for the Event including regarding the staging, stage covering, electrical grounding, supervision and direction of the Performance, and adequate security, so that the Performance and all persons and equipment are free from adverse weather and other unsafe

conditions, situation and events ("Dangerous Conditions"). Dangerous Conditions may include but not be limited to recent acts of violence, riots or political unrest; faulty or insufficient electrical power; inadequate or unsafe staging; inadequate crash barrier; rain penetration or any other hazardous condition which, in the reasonable opinion of the Artist or Artist, may result in damage or injury to Artist or Artist's equipment, or to anyone engaged or furnished by Artist, or to any other persons or equipment for whom or which Artist may be held responsible. Artist and Artist shall not have any liability for any damage or injury caused by such Dangerous Conditions except to the extent such is ~~solely~~ and directly caused by Artist's or Artist's negligence or willful misconduct.

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(b) Notwithstanding anything to the contrary contained herein, Artist reserves the right to decline to furnish Artist perform if, in its sole discretion, Artist deems conditions at the Venue to be Dangerous Conditions. In the event that the Performance is cancelled due to Dangerous Conditions (as defined in paragraph 12.1(a) herein above), Purchaser shall be obligated to pay Artist one hundred percent (100%) of the Compensation due in connection with the Performance cancelled.

(c) Purchaser will provide and pay for an adequate number of sober, able-bodied and clearly identifiable professional security persons for the scale of the Event and in accordance with the terms of the Artist Rider Security must ensure safety of Artist and Artist's equipment, personal property, Artist's crew and vehicles for the duration of the Artist's stay at the Venue (including, without limitation, the parking facilities and surrounding grounds).

12.2 (a) Purchaser agrees to provide public and general liability insurance coverage (including automobile, liability and comprehensive) to protect against any claim for personal injury or property damage or otherwise brought by or on behalf of any third party, person, firm or corporation as a result of or in connection with the Date of Engagement, including as a consequence of the installation and/or operation of the equipment provided by Artist. In addition, it is agreed that ~~Purchaser~~ shall maintain in effect a policy of workmen's compensation insurance covering all of its employees and other personnel who are involved in the installation, operation and or maintenance of the equipment provided by Producer. The Purchaser further agrees to provide full insurance coverage for all equipment provided by Artist or Artist's agents, contractors and employees against fire, theft, riot or any other type of act that would cause harm or damage to equipment. Without limiting the foregoing, ~~Purchaser shall also secure and maintain a commercially standard event cancellation insurance policy for the Event which does not exclude cancellation for a Force Majeure Event or an inclement weather cancellation, except for the following exclusions: acts of war; failure of means of transportation; terrorist act; governmental or court ordered laws; permitting, zoning, licensing or other city/municipal/state/parish issues, or other commercially reasonable exclusions. Purchaser shall supply Agent with certificates of insurance showing coverage of the above at least ten (10) days prior to the show date. However, if said certificate is not received by Agent prior to the above date, then Company at Company's election may terminate this Agreement. If Company elects to furnish Artist to perform the Engagement and the certificates of insurance have not been received, Purchaser is still solely responsible for complete coverage as specified above.~~

subcontractors SD

While in the Purchaser's custody & control. SD

See addendum A rain location is Accrued. SD

(b) Purchaser shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance coverage as required under sub paragraph 12.2(a) hereinabove and shall name Company, Artist, and Agent as additional named insureds in an amount of not less than ~~Three Million Dollars (\$3,000,000)~~ per occurrence (but in no event in amounts less than the limits require by the venue) and workers compensation and employer's liability insurance (including stop gap liability where applicable) with minimum limits of One Million Dollars (\$1,000,000) per claim (but in no event in limits less than those required by law and/or less than the limits required by the venue and/or as set forth in the Artist rider, if any).

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(c) Purchaser hereby agrees to indemnify and hold Company, Artist, Agent and their contractors, employees, licensees, designees and agents (individually and collectively, the "Artist Indemnitees") harmless from and against any loss, damage or expense including reasonable attorneys' fees incurred or suffered by or threatened against the Artist Indemnitees in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party, person, firm, entity or corporation as a result of or in connection with the Engagement, which claim does not result directly from the ~~gross~~ negligence or willful misconduct of Artist and/or Company's employees, contractors, licensees, designees or agents.

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(d) Purchaser also hereby indemnifies the Artist Indemnitees from and against any and all loss, damage or expense resulting from any damage or destruction to Artist's equipment or that of its employees, contractors

if artist equipment is in the Purchaser's custody & control

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and agents, inside or outside the Venue, including but not limited to damage or destruction occasioned by Force Majeure events.

(e) The Artist Indemnitees shall not be responsible for damage or injury to any patrons, or the venue, or any fixture or personal property therein, caused by fans or any others not engaged by Company or Artist. Purchaser shall indemnify and hold the Artist Indemnitees harmless from any third party claims concerning the foregoing (as provided above) and no claim, deduction or offset shall be made by Purchaser in respect of same.

13. PURCHASER'S WARRANTIES AND REPRESENTATIONS:

13.1 Purchaser hereby acknowledges that Agent is only responsible for procuring bookings and may not be held liable for any breach of contract by Company or Artist hereunder or under any other agreement between Company or Artist and Purchaser.

13.2 Purchaser warrants that Purchaser shall not advertise the Performance prior to (i) Company's receipt of the initial deposit specified in the paragraph titled "Payment Terms" of the Facing Page(s) and (ii) Purchaser's receipt of Agent's written authorization to advertise the Performance.

13.3 Purchaser represents and warrants that Purchaser is the responsible party for making all payments hereunder and has sufficient funds, financing and/or insurance to honor all of Purchaser's obligations hereunder.

14. DEFAULT, NOTICE AND CURE:

14.1 Except as otherwise expressly set forth herein, neither party to this Agreement shall be deemed to be in breach of any of its obligations hereunder unless the party not in breach serves specific written notice of such alleged breach upon the party in breach and the party in breach shall have failed to cure such breach, if any, within five (5) business days following receipt of such written notice (but in no event later than 5:00 p.m. EST on the date that is three (3) business days prior to the Date of Engagement hereunder).

14.2 All notices to be given to either party hereto shall be in writing and shall be delivered to the addressee at the respective addresses hereinabove set forth, or such other address or addresses as may be designated by either party, by (i) mail (registered, or certified, return receipt requested, postage pre-paid); (ii) overnight courier with proof of receipt; (iii) telefax (with a copy by express courier service); or (iv) e-mail (provided recipient has responded by email or otherwise in writing to confirm receipt). Notices shall conclusively be deemed to have been given seventy-two (72) hours after the date of mailing or twenty-four hours (24) after the date of transmission by telefax or e-mail. The addresses of the parties, until further notice to the contrary, are as first written above.

14.3 In the event of default by Purchaser hereunder, in addition to any other amounts due to Agent and Company hereunder, Purchaser shall be liable to Agent or Company, as applicable, for any costs and fees incurred by Agent or Company (including, without limitation, all attorney's fees, costs of debt collection or in respect of any legal action taken by Agent and/or Company) in connection with amounts due hereunder.

14.4 Without limiting the foregoing, interest at the highest rate permissible under the laws of the State of ~~California~~^{MN} shall accrue on any amount due to Company hereunder from and after the date upon which such payment is due.

15. MISCELLANEOUS:

15.1 This Agreement sets forth the entire understanding between the parties, oral or written, regarding the subject matter hereof, and supersedes all prior or contemporaneous negotiations or understandings between the parties. No amendment, modification, or waiver of these Terms will be valid unless set forth in a written instrument signed by both parties hereto. Should any portion of this Agreement be deemed null and void under the law, the remainder shall remain in full force and effect.

15.2 Purchaser agrees to indemnify Company, Artist and Agent for any loss, costs, damages or liabilities (including, without limitation damages for any loss of good will and injury to Artist's reputation) and Company's and/or Artist's actual attorney's fees and costs in connection with any suit or arbitration or other proceeding, whether or not reduced to final judgment or award, arising from Purchaser's breach of this Agreement.

15.3 (a) This contract shall be governed by and construed under the laws and judicial decisions of the State of ~~California~~^{MN}. All claims and disputes arising out of the interpretation, performance or breach of this Agreement shall be submitted exclusively to the jurisdiction of the courts of the State of ~~California~~^{MN} (state

Purchaser Initials SPD

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and federal) located in ~~Los Angeles~~ County; provided however if Agent and/or Artist is sued or joined in any other court or forum in respect of any matter which may give rise to a claim by Agent or Artist hereunder, Purchaser hereby consents to the jurisdiction of such court or forum over any such claim which may be asserted by Company and/or Artist.

(b) The prevailing party in any legal action (after all appeals have been taken or the time for taking such appeals has expired) brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies available to it at law or in equity, to reimbursement for its costs and expenses (including court costs and reasonable fees for outside attorneys and expert witnesses) incurred with respect to the bringing and maintaining of any such action. The term "prevailing party" for the purposes of this paragraph shall include a defendant who has by motion, judgment verdict or dismissal by the court, successfully defended against any claim that has been asserted against it.

15.4 All rights not expressly granted herein are reserved to Company and Artist.

15.5 Additional riders supplied by Company, including, without limitation, Artist's technical and hospitality riders (individually and collectively, the "Artist Rider") are annexed hereto and made a part hereof.

15.6 Facsimile and scanned copies hereof shall be deemed to be originals.

15.7 Wherever in this Agreement approval or consent is required, communications may be made via e-mail and approvals made via e-mail shall be deemed written approvals for purposes of this Agreement.

15.8 This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. The counterparts of this Agreement may be executed and delivered by electronic or digital means and the receiving party may rely on the receipt of the electronically or digitally signed or delivered document as a binding and enforceable agreement.

15.9 Purchaser may not transfer or assign this Agreement or any rights, interests or obligations without the prior written consent of Company. Any assignment in violation of this paragraph 15.9 shall be void.

Rider addendum – 2020 Covid-19 Precautions

All terms herein must be followed and supersede any other similar conditions listed in the regular touring rider.

Wellness Check

1. Venue will establish and require all crew, staff, volunteers, or other guests to participate in a wellness check and follow all steps of the following procedure. Check in process will include filling out an information sheet that captures the following information:
 - a. Contact information:
 - i. First and Last Name
 - ii. Phone Number
 - b. Undergo a touchless temperature check and record result
 - c. State and declare if they have any of the following symptoms:
 - i. Skin Temperature reading above 98.6 degrees F (Y/N)
 - ii. Cough? (Y/N)
 - iii. Shortness of breath or difficulty breathing? (Y/N)
 - iv. Chills? (Y/N)
 - v. Muscle Aches? (Y/N)
 - vi. Sore Throat? (Y/N)
 - vii. New loss of taste or smell? (Y/N)
 - d. Date of sign-in
2. All personnel will be required to check in once each day they are on site if this is a multi-date engagement
3. Venue will keep and maintain this record for 4 weeks following the date of event
4. Wellness checks are understood to apply to every person on-site except general audience

Dressing Room

1. Sanitary measures
 - a. Rooms must be cleaned and sanitized prior to Band's arrival with a anti-bacterial disinfectant
 - b. Cleaning crew is required to wear masks and gloves during cleaning
 - c. Once Green Rooms are sanitized, no venue staff, crew, or volunteers are permitted to be in Green Room.
 - d. Green room cannot be shared with any other band
2. Please Provide (In addition to regular hospitality advance:
 - a. 8x individual hand sanitizer bottles
 - b. 1 box Clorox or anti-bacterial wipes
 - c. 1 roll paper towels
 - d. 1 full spray bottle of disinfectant spray for general use
3. Restrooms
 - a. Green Room must have a private bathroom
 - b. If Green Room is not close to stage, please provide a Porta Potty or restroom behind stage
 - c. Restrooms and Porta Potties must have hand sanitizer available

Hospitality Buyout:

1. Venue will provide contracted hospitality buyout, in cash, when band arrives on-site
2. Venue will also provide a clean cooler free of charge *for use while on-site in Grand Rapids, MN.*
3. Venue will also provide up to three large bags of ice, as needed, to band free of charge
4. Venue will provide a clean refrigerator in green room area.
5. If alcohol is required to provided by venue it must be in factory sealed packaging, ideally still in cases or factory wrapping.

Accommodations:

1. If venue is providing accommodation hotels must be ~~4 star rated or higher~~. *Excellent quality local hotel.*
2. Venue staff will not enter, send gift baskets, or in any way alter artist accommodations at any time.

Stage

1. No Guests or sit-ins without band consent
2. No crew, photographers, staff, or guests will be permitted on stage at any time without band consent
3. No crew, photographers, staff, or guests will be allowed in monitor area, front of house area, lighting area, or in stage wings without band consent
4. All stage crew will be absolutely required to wear masks at all times from the beginning of load-in to load-out
5. Backline, mic-stands, cables, and microphones will not be shared under any circumstances
6. All vocal and talk-back microphones will be removed from stage during any other artist performance
7. Barricade must be provided to allow for at least 12' of distance from artist position on-stage to the closest audience member. (in most cases this will mean 6' from downstage edge to barricade placement)
8. Crew, guests, photographers, staff, and audience will be required to maintain appropriate 6' social distancing at all times
9. Security will be instructed to maintain social distancing from artists at all times.
10. MC will not be permitted on stage while band is on-stage, announcements can be made from stage before and after artist has entered and left.

Parking & Runners

1. Venue will provide 3 parking spaces for band near stage and green room with continuous and unrestricted access from load-in through load-out.
 - a. If green room is not near stage please ensure that there is a direct path for band to drive to stage from green room
2. Venue will provide a runner with a working vehicle from load-in through load-out
 - a. Absolutely no one will be permitted in vehicle other than runner
 - b. Runner will wear a mask at all times they are working for band, especially if carrying food or equipment in their vehicle.
 - c. Runner will respect social distancing with band when delivering or picking up any requests

TRAMPLED BY TURTLES

2019 TOUR HOSPITALITY RIDER

- 72 bottled waters (Spring water preferred to filtered, non-carbonated, NO DASANI)
- 2 gallon jug of spring water
- 36 IPA Cans (~~Bell's Two Hearted Ale preferred or other craft IPA~~)
- 6 pack of Local IPA Cans
- 12 Miller Lite Cans
- 12 Beers (Pacifico / Tecate / Corona or similar) Cans
- 1 bottle of wine – pinot noir
- ~~1 L of Jameson~~
- ~~1 L Bulleit Bourbon~~
- ~~1 L Tito's Vodka~~
- ~~750ML Espolon Tequila Blanca~~
- ~~1 L Grapefruit Juice – not from concentrate~~
- ~~2 Pack of American Spirit Blue~~
- 4 Gatorade G2 fruit Punch
- 2 Red Bulls
- 1 Can of Coca Cola
- 6 pack Sprite or Ginger Ale
- Ice
- 1 Organic Lemon
- 2 Organic limes
- 1 large jar of Klausen baby dill pickles
- 2 12 packs La Croix sparkling water (1 Grapefruit and 1 Lime)
- Hot coffee (MANDATORY – Not flavored).
- 1 Q organic half & half *as available*
- Tortilla chips – 2 bags (1 blue corn)
- Salsa (Local if available)
- ~~Kale chips – 1 package, spicy preferred~~
- Bakery Bread
- 1 Loaf of wheat bread
- 1 Loaf of Rye Bread
- 1 Loaf Sour Dough bread
- Peanut butter & Jelly
- Mayo & Dijon Mustard
- 4 packs of lunch meat Organic free range turkey/ham/Salami/roast beef
- 4 packs of Organic sliced cheese Sharp Cheddar/Swiss /Havarti/provolone
- 1 Organic veggie Tray with ranch
- 1 Pack Organic Spinich/arugula/Spring mix
- 1 carton of Organic strawberries
- 1 carton of Organic raspberries
- 1 carton of Organic blueberries
- Organic Bananas – 10
- Pita (bread, not chips) and 2 containers of hummus
- 1 box Triscuits

if available

*as available
we will stock
the green room*

1 Box Ritz crackers
1 hard cheese (Rembrant/Prima Donna)
1 Sharp Cheddar
Granola Bars (Chocolate Chip or Peanut Butter) 1 box
10 packets of Emergen – C
Coconut water – (Harmless Harvest at most Co-ops) 2 bottles
~~1 Large Vita Coco coconut water - chilled~~
~~Komboucha – 5 bottles (assorted, no original or Multigreen, 1 with chia seeds, 1 Gingerade)~~
12 quality meals or 12 buy-outs of \$20 each
20+ towels (MANDATORY)

*we will
stock the green
room well.*

TRAMPLED BY TURTLES TECHNICAL RIDER

AUDIO

On 'Ground Dates' we are fairly self contained in regards to audio and are carrying both FOH & MON consoles and just need 'rock & roll' quality racks-and-stacks PA and possibly a pair of wedges. We have a Digioco SD9 at FOH and a Midas M32r in monitor world, plus a rack of Shure PSM1000 IEM's.

+++++++ On 'Fly Dates' we have a few additional needs to be provided by you (see below if this pertains to your show).

FOH Speaker Specification

Please provide a sufficient quantity of speakers to ensure full coverage of the venue from the barrier to the furthest audience member in order to achieve a 105dBA in all places without distortion. The speaker system should be of min 4 way active configuration and should be from the following systems in order of preference:

Adamson E15, D&B J, L-Acoustics K1, JBL V25-II, Meyer LEO-M.

The system should comprise main L&R hangs with a smaller centre hang and where deemed necessary, side L&R hangs to cover areas beyond those covered by the main hangs.

Sub clusters should be arranged as Left/Right clusters and there should be enough bass and sub bass to allow dynamic and deep low end. Cardioid subwoofer stacks or arc subs can be use if possible to control horizontal directivity.

Please provide speakers delay lines if acoustical conditions require. Any system processing parameters will be controlled from the FOH position with a parametric or graphic equalizer.

MONITOR Speaker Specification

+++++ Band is all on IEMs. We will provide our own Shure PSM1000's x (8). If frequency coordination of units or licensing is necessary please contact the Production Manager in advance of the show.

+++On all shows please be prepared to provide us with (2) x identical 12" Wedges type Nexo 45N12, Martin LE1200, D&B M2-M4 on (2) mixes. Wedges are for potential guests, etc. and their use will be determined day of show by the bands monitor engineer.

FOH MIXING DESK Specification

We tour with our own Digico SD9 & CAT6 cable between FOH & the stagebox.

+++++ On 'Fly Dates we require a Digico SD9 console to be provided at FOH. Additionally we have a Midas M32r we travel with as backup and sometimes primary at FOH. Please contact the bands Production Manager to discuss in advance.

The mixing board should be centered in the audience, far from walls and balconies.

MONITOR MIXING DESK Specification

We are carrying a Midas M32r mixing console & Midas DL32 stagebox along with a 16-channel splitter.

+++++ On 'Fly Dates Please provide us with a 24-channel XLR-tails 'guest split' for our MON console along with a CAT6 cable between FOH & MON not exceed 330 feet.

110v AC REQUIREMENTS

- (1) x guest Quad box at FOH audio position
- (1) x guest Quad box at MON audio position
- (1) x guest Quad box at LIGHTING position
- (1) x AC stringer with (5) Quad boxes located downstage for instrument pedalboards

AUDIO CHANNEL LIST & SPECIFICS

+++++++ On 'Fly Dates we require that you provide us with:

- (15) x Tall tripod boom stands
- (16) x Channel sub snake DS CENTER
- (4) x Channel sub snake US
- (25) x XLR cables

++++ On all shows we will always provide all of our own mics and DI's.

TRAMPLED BY TURTLES 2019 CHANNEL LIST

- 01 Mandolin DI (provided)
- 02 Mandolin Mic (provided)
- 03 Fiddle DI (provided)
- 04 Banjo DI
- 05 Guitar DI
- 06 Bass DI
- 07 Cello Pre DI
- 08 Cello Post DI
- 09 Mandolin Vocal
- 10 Fiddle Vocal
- 11 Banjo Vocal
- 12 Guitar Vocal
- 13 Bass Vocal
- 14 Cello Vocal
- 15 Audience Mic L
- 16 Audience Mic R
- 17 BAND Stage Talkback

3-Phase Power

We are carrying a lighting distro and require a tie-in for 3-phase power. If 3-phase power is not available we are able to run the system on (4) x dedicated 20 amp circuits.

LIGHTING

We are carrying a small floor lighting package to supplement **your provided lighting system including upstage and downstage washes.**

We will provide a package of (6) Auras on vertical pipes, (6) Macros and (12) Par 56's.

....along with a fairly mobile lighting 'set piece' which travels in sections and is scalable to most any size stage.

++ On all shows our LD is carrying a Hog 4 + wing lighting consoles.

++ On all shows we require (6) x Lekos/Specials on the downstage truss for individual 'specials' on the band members.

++ Additionally, please provide standard front and rear color washes

+++++++ On 'Fly Dates we do not carry any additional lighting for our show. There is a good chance we will be supplementing your lighting system via your lighting vendor, when necessary. We are looking for a 'big' and specific, albeit simple and somewhat small lighting package.

Please provide us with a supplemental floor lighting package for our sole use to include:

- (6) x 10' pipes with L bracket pipes, floor supported, upstage
- (6) x Auras hanging from brackets
- (6) x Quantum's flown on US truss
- (6) x Quantum's on the floor, upstage
- (12) x LED pars/par 56 on the floor, downstage
- plus standard front and rear color washes
- (4) crowd blinders
- (3) hazers, or more for outdoor shows

LOADERS/STAGE HANDS

We require a minimum of (4) dedicated stage hands for load in, stage setup and load out.

+++in addition to (2) x knowledgeable A1 & A2 audio engineers, (1) x Stage Manager, and (1) x Lighting Operator.

BACKLINE NEEDS

+++++++ On 'Fly Dates we require you to provide us with:

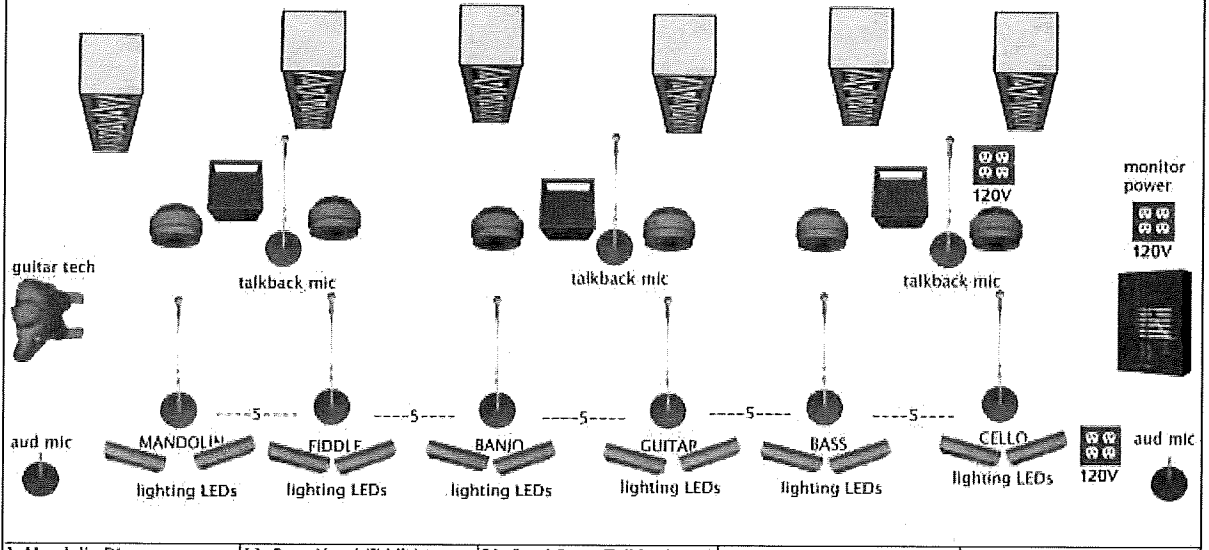
- (1) x Guitar 'Boat' (6-guitar version)
- (1) x Hercules individual guitar stand
- (6) x Lasko-type stage fans
- (3) x Sandbags
- (3) x 6' Table (or a road cases could work as well. 1 for guitar tech station, 1 for FOH console, 1 for MON console)

- (1) x Folding chair
- (6) x 30" Tall Wooden Stools (no arms or backs)

MISCELLANEOUS

Please provide a clean and clear stage
We do not use any stage risers
We do not use a drum fill
We do not have backline amps

TRAMPLED BY TURTLES
2019 NORTH AMERICA



<ol style="list-style-type: none"> 1. Mandolin DI 2. Mandolin Microphone 3. Fiddle DI 4. Banjo DI 5. Banjo DI 6. Guitar DI 7. Bass DI 8. Cello PRE XLR out 9. Cello POST XLR OUT 10. Erik Vocal (mandolin) 	<ol style="list-style-type: none"> 11. Ryan Vocal (fiddle) 12. Banjo Vocal (banjo) 13. Dave Vocal (guitar) 14. Tim Voal (bass) 15. Eamonn Vocal (cello) 16. Tim Vox (bass) 17. Eamonn Vox (cello) 18. Audience Mic Left 19. Audience Mic Right 20. Guitar Tech Talkback 	<p>21. Band Stage Talkback</p> <p>Please provide (2) guest wedge mixes</p> <p>We provide all mics, stands, cables, substakes, split, cat6 and FOH & MON consoles.</p>	<p>PM/MON TOM FABJANCE fabjance@gmail.com +1 218 349 2156</p>	
--	---	---	---	--

Without limiting the foregoing, Presenter and Artist also expressly agree that if federal, state, local or venue officials prohibit gatherings such that performance of this Agreement is inadvisable, impracticable, illegal, or impossible, OR if public health officials (including but not limited to the Centers for Disease Control and Prevention, the MN Department of Public Health or the Itasca County Health Department) issue official guidance to implement precautionary measures such as sheltering at home or practicing physical distancing in response to any disease outbreak/epidemic/pandemic, including COVID-19, OR if the Artist is traveling to Grand Rapids, MN from a location considered unsafe due to a national epidemic or global pandemic, then Presenter and Artist shall consider these situations force majeure and may respectively be relieved of their obligations hereunder with respect to the performance(s) so prevented for the period during which such performance(s) shall be prevented.

It is the desire of the PRESENTER to reschedule the show v.s. refunding and cancelling the show.

Addendum to the contract between the City of Grand Rapids (Presenter) and Trampled By Turtles (Artist) for an event in Grand Rapids, MN on 9/10/2021.

Presenter Shawn Doro

Artist _____

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Trampled By Turtles, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **S**
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
c/ The Greenroom Resource PO Box 6009

6 City, state, and ZIP code
Bozeman, MT 59771

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
-				-					
or									
Employer identification number									
4	5	-	4	1	4	9	7	4	8

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ **6/6/2016**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

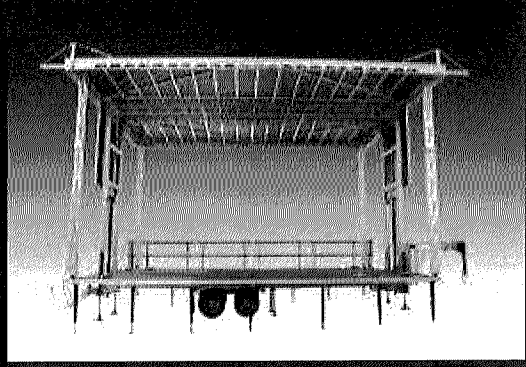
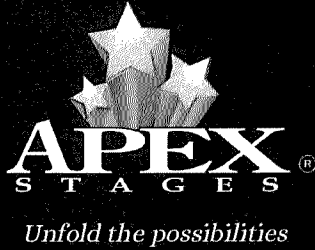
By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



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APEX 3224 - Mobile Hydraulic Stage



SPECIFICATIONS:

Trailer (Unopened)

Length	34'
Width	102"
Height	12' 2"
Cargo space	6' 11" x 31' 4"
Cargo capacity	5,000#
Trailer weight	14,150#
Tongue weight	1,800#
Axle rating	10,000# x 2

Stage Deck

Floor size	32' x 23' 8"
Floor height (adjustable)	46" - 66"
Ground to roof	23' 1"
Structure	Marine Plywood/Alum
Floor support	16 - 8,000# Jacks

Stage Roof

Covered	26' 3" x 34'
Deck to roof top	16' 6"
Deck to down-stage I-beam	17'
Deck to center I-beam	16' 6"
Deck to bottom of upstage I-beam	16'
Surface mat.	Fiberglass/Alum

Roof Beam Loads

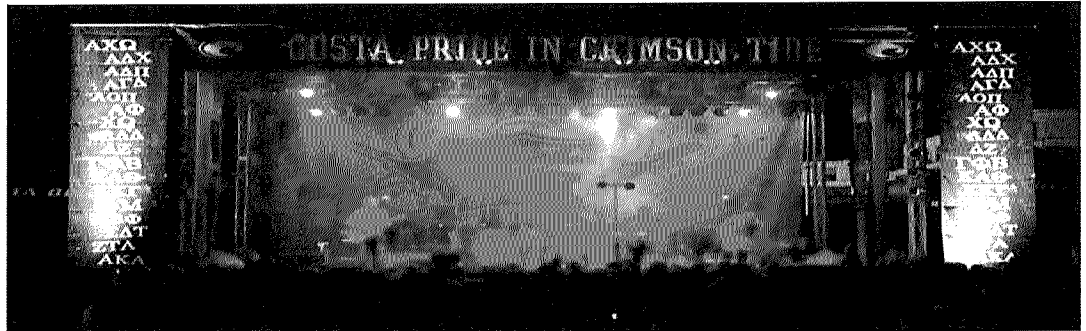
Fly bays	4 @ 2,000#
Downstage I-beam	1,000#
Center-stage I-beam(s)	2 @ 750#
Upstage I-beam	1,000#
Side beams	4 @ 500#
Total capacity	13,500#

Other

Site preparation	None
Hauling mode	Gooseneck
Power source (standard)	5hp Motor
Power source (optional)	1.5hp Electric 110

Easy Setup

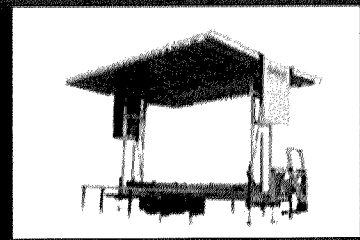
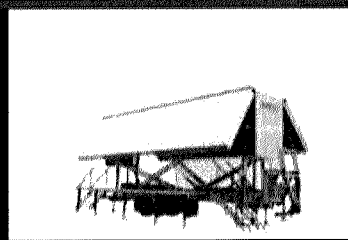
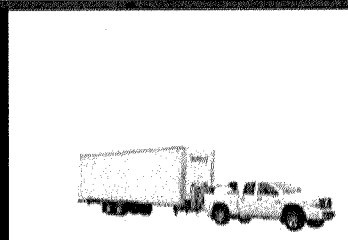
Install time	30 Min - 1 Hr
Required personnel	2



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- Jeff Miller, Owner, Miller Productions in Gainesville, Georgia





CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1671 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 2/4/2021 **In control:** City Council
On agenda: 2/8/2021 **Final action:**
Title: Consider a grant request to MNDOT through their Connected and Automated Vehicle (CAV) Challenge Grant 2.0 program

Sponsors:

Indexes:

Code sections:

Attachments: [Autonomous Vendor Form](#)
[Autonomous Work Force](#)
[Grand Rapids Autonomous Shuttle Project Grant Application](#)
[Autonomous Affidavit of noncollusion](#)
[Autonomous Conflict of Interest](#)
[Autonomous Equal Pay Certificate](#)
[2-8-21 Autonomous Commitment Letter](#)

Date	Ver.	Action By	Action	Result
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Consider a grant request to MNDOT through their Connected and Automated Vehicle (CAV) Challenge Grant 2.0 program

Background Information:

City staff have been working with May Mobility, Plumcatalyst, IRRRB, Arrowhead Transit, and Mobility Mania, developing a pilot project that would bring autonomous vehicle public transportation to the City for a period of eighteen months. The attached grant proposal outlines the scope of pilot project and funding request from MNDOT. The request from MNDOT is \$1,220,000.

Staff Recommendation:

City staff is recommending approval of a grant request to MNDOT through their Connected and Automated Vehicle (CAV) Challenge Grant 2.0 program along with all necessary documents.

Requested City Council Action

Consider a motion approving of a grant request to MNDOT through their Connected and Automated Vehicle (CAV) Challenge Grant 2.0 program along with all necessary documents.

**STATE OF MINNESOTA
RESIDENT VENDOR FORM**

In accordance with Laws of Minnesota 2013, Chapter 142, Article 3, Section 16, amending Minnesota Statutes §16C.02, subdivision 13, a "Resident Vendor" means a person, firm, or corporation that:

1. is authorized to conduct business in the state of Minnesota on the date a solicitation for a contract is first advertised or announced. It includes a foreign corporation duly authorized to engage in business in Minnesota;
2. has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the response for which any preference is sought;
3. has a business address in the state; and
4. has affirmatively claimed that status in the response submission.

To receive recognition as a Minnesota Resident Vendor ("Resident Vendor"), your company must meet each element of the statutory definition above by the solicitation opening date and time. If you wish to affirmatively claim Resident Vendor status, you should do so by submitting this form with your response.

Resident Vendor status may be considered for purposes of resolving tied low bids or the application of a reciprocal preference.

I HEREBY CERTIFY THAT THE COMPANY LISTED BELOW:

1. Is authorized to conduct business in the state of Minnesota on the date a solicitation for a contract is first advertised or announced. (This includes a foreign corporation duly authorized to engage in business in Minnesota.)
 Yes No (must check yes or no)
2. Has paid unemployment taxes or income taxes in the state of Minnesota during the 12 calendar months immediately preceding submission of the response for which any preference is sought.
 Yes No (must check yes or no)
3. Has a business address in the state of Minnesota.
 Yes No (must check yes or no)
4. Agrees to submit documentation, if requested, as part of the response process, to verify compliance with the above statutory requirements.
 No (must check yes or no)

BY SIGNING BELOW, you are certifying your compliance with the requirements set forth herein and claiming Resident Vendor status in your response submission.

Name of Company: _____ Date: _____

Authorized Signature: _____

Printed Name: _____

**IDENT VENDOR STATUS, SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL
SUBMISSION.**

**STATE OF MINNESOTA
WORK FORCE CERTIFICATE INFORMATION**

This form is required by state law for all responses that could exceed \$100,000.00. Complete this form and return it with your response. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minnesota Statutes §363A.36.

BOX A – MINNESOTA COMPANIES that have employed more than 40 full-time employees within this state on any single working day during the previous 12 months, check one option below:

- Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on _____

-MINNESOTA COMPANIES that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- Attached is our current Workforce Certificate issued by MDHR.
- We certify we are in compliance with federal affirmative action requirements. Upon notification of contract award, you must send your federal or municipal certificate to MDHR at compliance.MDHR@state.mn.us. If you are unable to send either certificate, MDHR may contact you to request evidence of federal compliance. The inability to provide sufficient documentation may prohibit contract execution.

BOX C – EXEMPT COMPANIES that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

- We attest that we are exempt. If our company is awarded a contract, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to compliance.MDHR@state.mn.us.

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of your company.

Name of Company: _____ Date _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/>

TC Metro: 651-539-1095

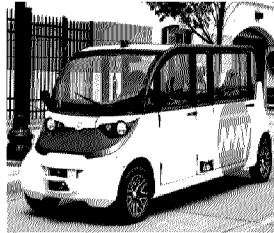
Toll Free: 800-657-3704

TTY: 651-296-1283

Email: compliance.mdhr@state.mn.us

MnDOT CAV Challenge 2.0

The Grand Iron Range CAV Initiative



An autonomous vehicle pilot project to develop the future of public transportation in rural communities and in winter climate settings

Proposal Submitted by:

City of Grand Rapids

In partnership with

May Mobility, Via, PLUM Catalyst

Department of Iron Range Resources & Rehabilitation

Arrowhead Transit,

University of Minnesota,

Mobility Mania,

Itasca County,

Grand Rapids Area Chamber of Commerce,

Grand Rapids Community Foundation,

And Itasca Community College, Next Pathways, ISD 318

February 11, 2021



Commissioner Margaret Anderson Kelliher
c/o Connected and Automated Vehicles Office (CAV-X)
1500 County Road B2 West
Roseville, MN 55114

March 15, 2020

RE: CAV Challenge Proposal Idea

Commissioner Anderson Kelliher,

Please accept the enclosed proposal submitted by Proposal Submitter, partner 1, partner 2, and partner 3.

This collaborative public-private partnership was developed to provide transportation leadership, academic knowledge, and industry expertise to demonstrate the safe introduction of connected and automated vehicles (CAV) to Minnesota communities experiencing transportation challenges.

The physical CAV demonstrations described in this proposal focus on communities throughout Minnesota, including communities with disabilities, aging populations, low-income, communities of color, and tribes. The challenges they face are not unique to Minnesota. Rather, these challenges are prevalent throughout the country. Minnesota also offers the unique opportunity to demonstrate how CAV can operate under challenging winter conditions.

Our proposal focuses on engaging with the public to identify and find safe CAV solutions to overcome transportation barriers they face. By convening workshops, listening sessions and together developing demonstration ideas, the market can validate safe automation with direct community feedback. The interaction and education from these demonstrations will directly inform local, state and federal policy and rulemaking. We believe Minnesota's CAV expertise and our proposed demonstrations will provide a solutions-based framework that can be replicated in other communities and programs to safely advance CAV and promote future mobility.

Sincerely,

CEO/Executive Director
Organization Submitting the Proposal

Summary Table

Project Name/Title	The Grand Iron Range CAV Initiative
Prime Applicant's Legal Name and Address	City of Grand Rapids, MN 420 North Pokegama Avenue Grand Rapids, MN 55744
Point of Contact (Name/Title; Email; Phone Number)	Tom Pagel, P.E. City of Grand Rapids 420 North Pokegama Avenue Grand Rapids, MN 55744 tpagel@ci.grand-rapids.mn.us 218.326.7626
Proposal idea summary	This project will provide valuable community engagement and technical experiences to help advance and inform CAV year-round operations in a rural, cold weather environment in a Minnesota community. It will provide a base for future career pathways and economic development for the Iron Range region while bringing innovative accessible transportation to the community of Grand Rapids.
Proposed Duration of the Project	24 months
Project Partners (Organization name)	City of Grand Rapids (Project Proposer) Department of Iron Range Resources & Rehabilitation May Mobility PLUM Catalyst Via Arrowhead Transit University of Minnesota Mobility Mania Grand Rapids Area Chamber of Commerce Itasca County Grand Rapids Area Community Foundation And Career Pathways Partners: ISD 318, Next Pathways, Itasca Community College

State Funding Amount Requested	\$1,220,000
Cost Share Amount Proposed, if applicable	\$
Total Project Cost (State Share + Partnership Contribution, if applicable)	\$

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Part 1: Definition of Concept/Opportunity

A. Project Overview

The City of Grand Rapids has pulled together an innovative project team with local, state, and national experience across accessibility, economic and workforce development, research, and transportation and advanced mobility. Together, using our collective expertise, the city and its partners believe that we can -- through the deployment of an automated vehicle pilot -- solve community transportation challenges to improve the quality of life for Minnesotans in Grand Rapids and the Iron Range Region.

To meet these challenges, the city and its partners propose an on-demand, shared autonomous transportation service. This 18-month pilot will be the first of its kind, with a focus on implementing CAV solutions in a rural setting and providing greater access to those with transportation challenges. To better complement the existing transit options provided by Arrowhead Transit, this program will primarily operate on an evenings and weekends schedule to ensure that the service is additive, not duplicative to the existing transit service.

May Mobility's fleet of approximately five autonomous vehicles and Via's booking application will serve as the technical platforms, covering twelve miles of road in Grand Rapids. Initial route planning and

development has already been completed in partnership with individuals and stakeholders across the Grand Rapids community. The project will seek to gather additional public participation and engagement starting with the planning and prioritization of the final community derived route and service area. The current draft service area covers many important destinations, including grocery stores, dining, leisure and recreational activities, housing and lodging, and medical and assisted-living facilities and the community derived final route and service hours will plan to incorporate community feedback in the ultimate pilot service launch.

From public research assessing the community's engagement and perception of the CAV service to utilizing local artwork to improve AV localization, there will be many opportunities for public education and engagement throughout the initial 18-month service period. Research on additional subjects, such as technological performance in winter conditions and long-term financial modeling, will also be beneficial for informing future policy and pilot demonstrations at the local, state and federal level.

This project includes innovative aspects of economic and workforce development efforts in order to leverage the pilot program to drive future technology investments in the Iron Range region and prepare the local talent for careers in the

future mobility and transportation industries. The project team recognizes that MnDOT CAV-X Trunk Hwy funding cannot be allocated to workforce development efforts, however, in order to show the full program value, the career pathways aspects are also highlighted for reference.

B. Partnership and Use Cases



C. Project Goals

This project has four (4) key goals:

Accessibility: The fleet of autonomous vehicles will include *at least 2* vehicles dedicated fully to those with transportation challenges. By focusing on evenings and weekend service, this project will complement gaps in the local transportation system and increase transit availability to medical appointments and local social events for all users.

Public Engagement: Through local education, research opportunities, and public-private partnerships (P3), the proposed project aims to build community trust in connected and automated (CAV)

vehicle technology to inform future P3 collaboration and CAV projects in similar settings.

Economic Development: This project aims to increase workforce development and training opportunities throughout the Grand Rapids and wider Iron Range communities through the creation of an internship program, in partnership with a local community college. Due to the innovative nature and location of the proposed project, the project team also believes that a successful deployment will attract additional funding and future technology in the Iron Range.

CAV tech in rural and winter conditions: To the project team’s knowledge, this is the first full-scale CAV deployment in a rural setting with heavier winter conditions. This unique opportunity will enable the technical partners to inform and improve upon their technology, including sensor performance and localization.

D. Project Deliverables

This project will use public feedback to engineer vehicles and software and develop technology and policy solutions to inform rulemaking and policy. Anticipated outcomes include: insights on how to develop more accessible vehicles, and an engagement toolkit for other jurisdictions to use. In addition, this proposal provides the tools and industry expertise to develop a cost-model to show CAV technology affordability

This proposal will:

1. Conduct eight demonstrations including
2. Demonstrate CAV in rural, suburban and urban communities throughout the state
3. Test CAV in cold-weather
4. Test CAV in rural towns and busy urban areas to examine complex use-cases
5. Engage with the public to inform use-cases in partnership with disability communities, low-income populations, and the elderly, and
6. Develop metrics and evaluation criteria for public perception, vehicle safety and accessibility data.

This project builds off the work of the Minnesota Governor’s Connected and Automated Vehicles (CAV) Advisory Council and the CAV Innovation Alliance. The Council understands the importance of demonstrating CAV. This is a top priority for MnDOT and the state.

In planning these demonstrations and testing priorities, Minnesota will continue its work with transportation challenged communities to identify technology and policy opportunities to address market failures. Only by working with transportation challenged communities can

we find solutions to these market failures.

E. Issues and Challenges to be Addressed **Transportation Challenges**

The transportation addressed in this proposal include:

1. Cold weather operations
2. Increased mobility to social activities
3. Accessibility
4. Transit connections during off-peak hours

Cold weather. The Grand Rapids, MN project will be the first full-scale CAV deployment to take place in an environment like northern Minnesota, which faces extreme cold weather events on a yearly basis. The information gathered from this project will provide technical stakeholders with better insight into how automated vehicles perform in a colder, harsher winter climate and data to improve overall system performance. Additionally, stakeholders at the local and state level will be able to measure the effectiveness of a full-scale CAV deployment in such conditions.

Increased mobility. As identified in conversations with local Grand Rapids community members, there is a need for mobility solutions that provide additional transit to social activities such as worship services, sporting events, local high school events, and concerts. While the final route is still in development, the project team has prioritized these social points of interest when constructing the scope, shape, and size of the service area to ensure community needs are met.

Accessibility. Accessibility will be a focal point of the project. AV partner May Mobility will provide at least two (2) Wheelchair accessible autonomous shuttles

Our objective is to develop community-informed CAV demonstrations that promote solutions-based automated transportation through meaningful public engagement to build public trust in CAV and collaboratively promote transportation safety, equity, and mobility.

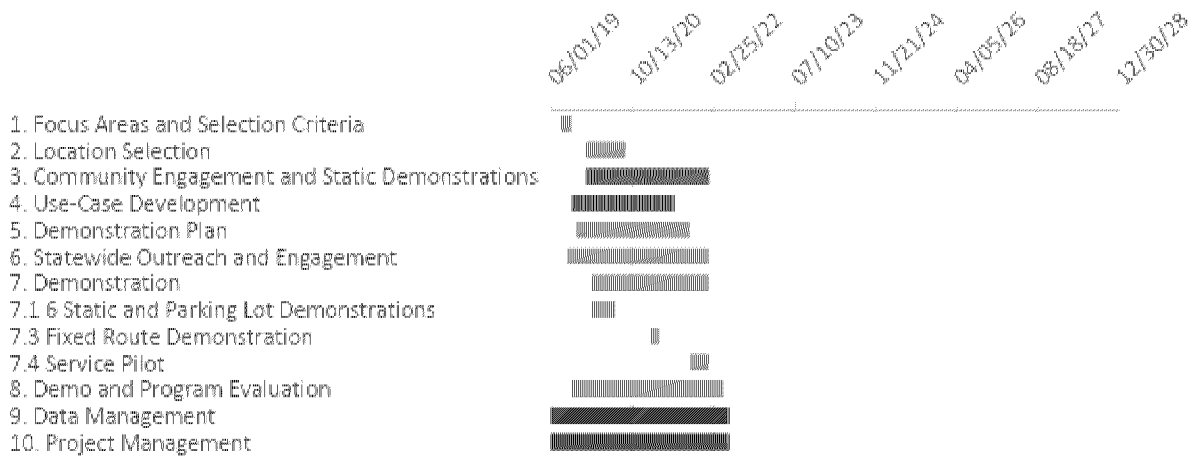
to meet the needs of the greater accessibility community in the Grand Rapids area. This will be one of the first, if not the first, full-scale CAV deployment with an explicit focus on serving those with transportation challenges.

Transit connections during off-peak hours. Project partner Arrowhead Transit already provides great public transit to the Grand Rapids community. However, service times

and coverage areas decrease on evenings and weekends, when residents still need access to points of interest. To complement Arrowhead’s existing service and fill a gap in the current public transit system, the proposed project will see the on-demand autonomous vehicles running primarily during these off-peak hours.

F. Proposed Schedule

This project will take place over three years. capstone demo. The final capstone two-week demo will be held in winter 2020-21.



Part 2: Overview of Key Partners, Stakeholders & Team Members

Our partnership team, which consists of government, private industry, non-profits, researchers and members of the community, have come together to advance technologies that improve quality of life. MnDOT's Connected and Automated Vehicles Office (CAV-X) will help lead this effort in partnership with the City of Grand Rapids and the project partners.

The Project Team has extensive experience in automated vehicle demonstrations, public engagement, data management and evaluation and pilot deployments. The City of Grand Rapids has experience in launching innovative transportation techniques including being among the first in the state to launch roundabouts. Project partners such as May Mobility and Via have conducted Level 4 automated vehicle cold weather testing at its closed track MnROAD facility and in public demos during the Super Bowl and Minnesota State Fair. Static demos were held at the Minnesota Transportation Conference. In 2019 multiple demos are being hosted in the Twin Cities on public streets. To-date, over 3,000 people have participated in demos to advance CAV development.

May Mobility has a rich history and active research in CAV technology. For over 30 years, it has served as a catalyst for transportation innovation in the state and nationwide.

The PLUM Catalyst is a Minnesota-based Targeted Business (TGB) a company with decades of experience developing and launching new transportation technologies.

May Mobility and Via are partnering for this project. Via is a start-up that works alongside communities to design safe self-driving vehicles and developing unique services to advance mobility.

We believe that this combination of government, research and private industry collaboration is a critical component for successful demonstrations.

Key Stakeholders

Key stakeholders include:

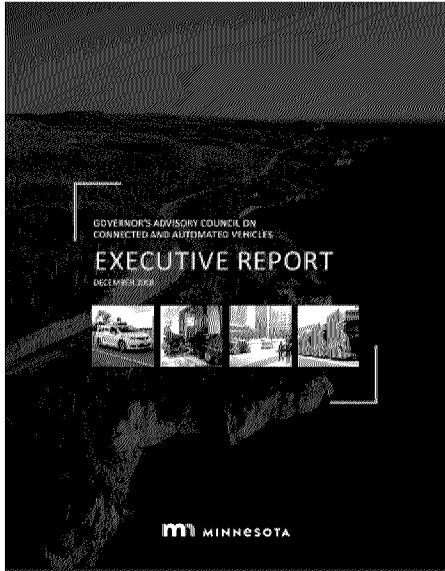
- Local governments
- Minnesota Council on Disability
- Department of Human Services, Area Aging Associations and Independent Living Centers
- the Department of Public Safety
- Policy makers
- Advocacy groups like Mobility Mania
- General public

One rural Minnesota community that we plan to work with is City X, which experiences transportation challenges.

The Minnesota Governor's Advisory Council on Connected and Automated Vehicle and the Interagency State CAV Team (I-CAV) will provide oversight and support. The Council includes business, industry, labor, advocacy groups, tribes and local government to guide the state as it develops CAV policy and tests CAV.

Part 3: Alignment with Minnesota Goals

A. Governor’s Advisory Council



The project builds off Minnesota’s work in 2018 where the CAV Advisory Council held over 40 public meetings throughout the state to discuss CAV and gather community feedback to create policy recommendations.

This collaborative effort culminated in the [2018 CAV Executive Report](#) which includes over 100 recommendations to update state policy to accommodate CAV and other shared mobility technologies.

Alignment with Minnesota's goals is critical to a successful CAV project. More information on how this project meets these goals is available in the work plan.

B. CAV Annual Report

The 2020 CAV Annual Report was drafted by the Governor’s Advisory Council outlining

their priorities over the next 4 years. These priorities include safety, equity, sustainability, reliability, and livability.

C. CAV Strategic Plan

MnDOT’s 2019 CAV Strategic Plan outlines 65 recommendations in 9 focus areas: investment, research, partnerships, law and regulations, operations and maintenance, staffing, multi-modal transportation, communications and engagement, and long-range planning.

This project aligns with several of the goals highlighted in the CAV Strategic Plan, including:

- **Equity and Accessibility.** As the first full-scale CAV deployment in a rural community, with a specific focus on serving those with transportation challenges, this project will research and measure CAV technology’s ability to serve all Minnesotans.
- **Economic Benefits.** Through strong public-private partnerships, this project will add local jobs , create a community upskilling program, and bring CAV industry leaders to Grand Rapids and the wider Iron Range.
- **Operations and Maintenance.** No full-scale CAV service has been deployed in an environment with conditions as harsh as northern Minnesota winters. The unique environment in this project will allow for significant data gathering and testing, allowing all partners to understand how CAV technology and vehicles perform in such conditions.

- **Trust and Understanding.** With our research and technology partners, this project has a strong emphasis on measuring public reaction to and trust in CAV technology. Local workshops, town halls, and other community activities are also part of the project’s public engagement plan.
- **Scalability and Replicability.** This project will create a best practices and lessons learned toolkit for similar communities across Minnesota and the U.S. to replicate. This project will include a white paper *Best Practices Report* that will outline issues faced on the project, lessons learned, major events and milestones, best practices, and recommendations for future projects.
- **Communications, Engagement and Long-range planning.** This would be

the first CAV project in Minnesota (especially in a rural area) that engages the community in the full cycle including project / route design. Topics to be measured throughout the pilot include: (1) familiarity, comfort and trust in the technology; (2) Familiarity with the technology providers (May Mobility and Via) and the services they provide; (3) feelings of their understanding, engagement and empowerment of deciding the next steps of the proposed project (IAP2 model). These would be measured at the beginning and end of the process. The end measurement will include open ended questions as to what was most and least effective

MINNESOTA CAV AREAS OF IMPORTANCE & PROJECT GOALS	
Advance CAV technology in winter weather conditions	YES
Develop corridors and test tracks for industry to test and validate technology	YES
Utilize CAV technology to improve mobility for those with transportation challenges (e.g. person with disabilities, low income, elderly, rural Minnesota)	YES
Utilize CAV technology to improve the safety and operations of work zones	YES
Build public trust in CAV	YES
Share data between government and third parties who can advance CAV applications that improve safety and mobility	YES
Utilize CAV to reduce traffic related serious injuries and fatalities, including bicycles and pedestrians	YES
Utilize CAV data to help manage infrastructure, maintenance, traffic incident management and operations	YES

Utilize CAV technology to grow Minnesota businesses and attract new business and talent	YES
Strategically plan for policy, infrastructure and operational risk	YES
Utilize CAV technology to solve public health, social, and economic challenges	YES
MINNESOTA CAV PROJECT GOALS	
Leverage public private partnerships to advance transportation opportunities using CAV	YES
Prepare Minnesota’s infrastructure, policy, and workforce for CAV	YES
Allow private industry opportunities to test and deploy advancing CAV technologies	YES
Accelerate implementation of CAV technology in Minnesota	YES
Allow the public to better understand the benefits and limitations of CAV technology and provide opportunities for them to give input, experience the technology first hand and provide feedback	YES
MNDOT CORRIDORS OF INTEREST & TRUNK HIGHWAY SYSTEM VALUE	
Technology is transferable to the trunk highway system (Pilot Program is a low risk, low speed, includes a possible 6 block section of TH 169)	YES
Improves mobility and access of the trunk highway system (Pilot Program allows for future replication and connectors to the TH system and provides a multi-modal solution to improve mobility)	YES
Reduces trunk highway congestion (The Grand Iron Range CAV Initiative provides better first/last mile transportation options to regional transit service reducing congestion to TH system)	YES
Improves safety of the trunk highway system (The Grand Iron Range CAV Initiative program provides a safer transportation model that can be replicated to the TH system)	YES

Part 4: Work Plan

The Program Team's approach to this program is described below in 9 separate tasks and deliverables.

Task 1: Community derived ROUTE AND SERVICE AREA pilot development

This task will create the public and stakeholder route and service area plan including documenting the initial community derived use cases, leading to the prioritized pilot route and service area programming.

Subtask 1.1 Develop the Community Engagement ROUTE DEVELOPMENT plan:

This task will work with the current project planning team and the identified Grand Rapids community groups. The team will develop the initial pre-launch public and community engagement plan and provide a detailed outline of how the team will define and prioritize the initial route service area(s).

Lead: Project Proposer

Support: May Mobility, PLUM, Arrowhead, UMN, Mobility Mania

Subtask 1.2 Community use case development: The Project Team will engage the local government and advocacy groups as already outlined in the team and others identified in Task 1.1. Contacts within the communities will be identified. If a stakeholder group is receptive, initial outreach and engagement meetings will be held. The meetings will consist of a presentation by the project team staff and Q&A sessions. The following are examples the types of questions that will be asked

during the service and route development meetings:

- Are there certain areas of the city where you would like to see an automated vehicle?
- What are your major concerns, if any, about using CAV in Minnesota? In Grand Rapids?
- What do you see as some of the benefits of using CAV in Grand Rapids?
- What destinations would you visit if you had regular transportation?
- What barriers do you experience in using (or trying to find) transportation?
- Other questions from May?

During the stakeholder meetings and follow-up discussions, the research and project team will document use cases for the initial shuttle pilot program.

Initial use case examples already identified in the initial planning include some of the following: providing a connection between the north and south areas of the city, stopping at significant points of interest (grocery stores, dining, shopping, leisure and recreation activities, housing, lodging and hotel areas, hospital and assisted living locations), providing access to social events and providing service on the evenings and weekends.

The project team has already started these community use case discussions, and after the MnDOT notice to proceed, additional stakeholder meetings and use case documentation will formalize through planning and continue to build the community's engagement.

Lead: Project Proposer

Support: MnDOT, May Mobility, PLUM, Arrowhead, UMN, Mobility Mania

Subtask 1.3 Community use case

prioritization: The final route selection will maximize ridership, especially transportation challenged individuals, while providing the optimal productive feedback and data to further advance autonomous technology. Need to figure out how we will explain how to prioritize and finalize the route development... ie. capture/summarize use case requests, forecasted ridership, rider needs (accessible?), current service available, technical limitations, etc

Lead: Project Proposer

Support: May Mobility, PLUM, Arrowhead

Task 1 Deliverables:

- List of local government, community and advocacy groups attending and participating
- Process document with selection criteria for route prioritization
- Prioritized list of use cases used in initial service area
- Preliminary documentation of the route area

Task 2: Community Engagement and Program Outreach

In this task, plans for generating awareness, input and support for the pilot program will be developed and executed in collaboration with community stakeholders.

Subtask 2.1 Develop community engagement and program outreach plan

During the route planning and additional pre-launch meetings, the team will identify and meet with the local stakeholders to develop outreach strategy best suited to the target the overall community and share key details about the program outside the community. Local stakeholders may include advocacy groups, the local transit provider, chamber of commerce, foundations, education providers (K-12 and community colleges) and others. Other (greater outreach) stakeholders may include entities interested in promoting the pilot related to economic development (Grand Rapids Tourism, IRRR and DEED).

After meeting with these stakeholders and focus groups, engagement plans and messaging strategies for promoting the pre-launch and pilot program will be developed. Promotions of the program will be targeted for both local community engagement and regional awareness building (attracting technology and tourism to the region)

Lead: Project Proposer

Support: May Mobility, IRRR, PLUM, G.R. Chamber of Commerce

Subtask 2.2 Execute community static demonstration engagement and route review intro events:

A key part of these public engagement events will include vehicle static demonstrations and route/service overviews. Community members will be invited to discuss transportation challenges, and can interact with specific features of the vehicle designs as well as view videos and engage with Project Team members in learning more about CAV and the coming services.

Lead: Project Proposer**Support: May Mobility, IRRR, PLUM, Arrowhead, G.R. Chamber of Commerce****Subtask 2.3 Grand Rapids “SMART Rural Community” outreach seminars**

Grand Rapids will have the ability to showcase and share best practices that the city and the innovative pilot program are bringing to rural U.S. and the Iron Range region. The SMART Rural Seminars will be targeted to other rural community leaders and government agencies who would like to experience and learn about the latest in creating a vibrant and equitable rural community. The in-person 2 day seminars will be designed for various attendees including: rural government leaders, technology companies looking for possible future location investments and tourists interested in visiting the region. Content shared at the seminar will include summaries and status updates of the shuttle pilot, technology overviews, live demonstrations and other relevant overviews (ex: Arrowhead Intelligent Region Initiative)

Lead: Project Proposer**Support: PLUM, IRRR, MnDOT****Subtask 2.4 Community created shuttle localization techniques**

The technology utilized to navigate the autonomous vehicles relies on physical structures located in close proximity to the roadway. There will be several locations throughout the City where temporary structures will need to be placed so that the

vehicle can research how to localize and remain in autonomous mode.

To assist in engaging the community's interest, it is proposed that the project team collaborate with the City of Grand Rapids' Arts & Culture Commission and create structures that will be multi-utilized for public art and localized structures for the autonomous vehicle to recognize and guide itself.

Lead: Project Proposer**Support: May Mobility, IRRR, City of Grand Rapids Arts & Culture Commission, PLUM****Deliverables:**

- Static demonstration, fixed route and service pilot engagement plans
- Host five static demonstration engagement events
- Host five Smart Rural Outreach Seminars
- Summary report including images of community involvement and installed localization artwork
- Outreach/engagement materials to execute tactics identified in each engagement plan
- Meeting agendas, presentations,



handouts, videos and meeting minutes

Task 3. Service and Site Set-up

In this task, technology partner May Mobility will complete the route mapping and set up any required infrastructure as prioritized in Task 1. Additionally, the May office and vehicle storage site will be set-up.

Subtask 3.1 Route development and mapping:

This project will require a significant amount of pre-mapping work to create a geo-fenced service area for the vehicle to operate autonomously. To facilitate the process of “teaching” the vehicle to recognize the mapped environment—called localization—data is collected via the sensor suite on the vehicle.

A team of May Mobility engineers will travel to Grand Rapids to facilitate the data collection work. After the initial visit, this team of engineers will build the service area map remotely, based on the data collected, while still returning to Grand Rapids several times pre-service launch to test and validate the mapping work.

Lead: Project Proposer

Support: May Mobility

Subtask 3.2 Vehicle Storage and Office location set-up:

The City of Grand Rapids has identified two in-kind options for May Mobilities operations. Option 1 would be to house their administrative services in Old Central School which is utilized as commercial office space. Their fleet vehicles would then be stored and maintained at the Public Works/Public Utilities facility/garage. Option 2 would be to house both the administrative services

and fleet vehicles at the former wastewater treatment plant.

Lead: Project Proposer

Support: May Mobility

Subtask 3.3 Application Development: This project includes a customized point to point to point on-demand service which will be powered by Via. Via will create a customized smartphone application with custom branding, route navigation and possible future payment integrations.

Via’s Mobile App is highly configurable, and we look forward to working with MnDOT to customize an appealing, user-friendly application for this service. By partnering with Via, MnDOT will gain access to stable technology that has been proven in over 175 deployments around the world, but is specifically customized to meet MnDOT’s needs. Visually, Via’s app customizations include:

- App namePartner branding and logo
- Welcome page text
- Map presentation and color scheme
- Service zone presentation (one or multiple zones, different colors to designate different zones, etc.)
- App icon
- Color scheme
- Welcome page graphical art
- Visual points of interest on the map

We look forward to partnering with MnDOT to customize a Rider App that meets and exceeds its expectations. Please find examples of Via’s partner-branded applications below.



Via's Mobile App is also configurable to support any service design of MnDOT's choosing. In addition to visual presentation, MnDOT will have the flexibility to configure the many backend features, including:

- Languages
- Fare structure
- Supported communication methods between drivers, riders, and administrators
- Whether or not customers can tip drivers
- Option for customers to opt in or out of marketing communications
- Whether or not riders are required to verify their identity by SMS text when registering
- Concession discounts for certain rider groups
- Accepted payment methods
- Subscription fare structures and purchasing "ride credit"
- Option for customers to opt in or out of marketing communications
- Whether or not customers are able to create accounts and book rides over the phone
- Option for customers to send referrals to friends and family for ride credit

We look forward to discussing these and other Rider App configuration options with MnDOT.

Lead: Via

Support: May Mobility, Project Proposer

Deliverables:



- Custom route maps
- Custom smart phone application

Task 4: Live Demonstrations and Soft Launch

Planning and soft (limited) launch is critical for a successful demonstration, ultimately leading to a successful full service launch. Once the final pilot route has been prioritized through Task 1, the layout of the site, proper permitting, management of customers and a plan for day-to-day operations must be addressed. Some infrastructure modifications may be made to maximize safety and overall user experience.

Subtask 4.1 Site Plan Sheets: Site plan sheets for the proposed demonstrations will be developed by the project team and will include the following:

- Site layout:
 - Route origin, destination, and pick up points
 - Traffic control
 - Customer waiting/loading areas
- Vehicle storage area (drop off/pickup areas when not at storage site)

- Demonstration and operations related signage
- Schedule and operating hours

Lead: Project Proposer

Support: May Mobility, Arrowhead

Subtask 4.2 Permit Plan: In order to ensure all permits and exemptions are correctly issued, the project team will develop a comprehensive list of all possible required documents from the local road authority, impacted local stakeholders, and federal authorities (if applicable). These entities may include the city, county and NHTSA.

Permit plan will be developed in parallel with site plan sheets to ensure all necessary permits are obtained. This ensures permits and exemptions are acquired in a timely manner to meet the schedule.

Lead: Project Proposer

Support: May Mobility, PLUM, MnDOT

Subtask 4.3 Demonstration Management Plan (DMP): The DMP will manage vehicle operations and customer interactions during the demonstration. The DMP may be developed in conjunction with the site plan to include:

- Safety plan
- Risk assessment & mitigation
- Emergency management plan
- Vehicle storage and delivery
- Operations and maintenance
- Demonstration communication plan
- Queue management
- Customer interaction expectations
- Wayfinding signage
- Talking points
- Handouts
- Posters and displays

A well-developed DMP ensures the demonstration is executed safely and effectively, and ensures the public's experience with CAV technology meets or exceeds expectations.

Lead: Project Proposer

Support: May Mobility, MnDOT, Arrowhead

Subtask 4.4 Site Preparation:

Demonstration and beta testing sites will be set up according to the site plans and layouts no less than two days before the demonstrations and testing service begins. This includes traffic control, customer management infrastructure (e.g. tents, queueing equipment, heaters, etc.), and public communications signage for wayfinding. Permits will be obtained no later than two weeks prior to the demonstrations.

Following site set up, the vehicle will conduct at least 1-2 days of tests on the demonstration route to validate technology and minimize risk prior to public interaction and service.

Lead: May Mobility

Support: Project Proposer, Via

Subtask 4.5 Demonstration Execution

The pilot demonstrations will be carried out in accordance with the developed demonstration management plans. There will be a fleet attendant on-board the vehicle at all times. In addition to the fleet attendant, there may be members of the Project Team on designated days (i.e. an outreach activity day) stationed at a stop(s)

along the route to further engage the public in discussions about the technology.

During this period, engagement activities tied to the evaluations may take place.

Lead: May Mobility

Support: Project Proposer, Via, PLUM

Deliverables: At least two (2) live demonstrations and 15-30 days of soft launch:

- Demonstration site plans
- Demonstration management plan sets
- Safety plan
- Communications plan
- Risk matrix
- Emergency management plan
- Completion of required permits

Task 5. Conduct Grand Rapids AV Service Operations

Subtask 5.1 Shuttle Service:

Approximately three months after the live demonstrations, the Project Team will launch the public CAV service pilot programmed to meet the community derived transportation challenges.

May Mobility will provide the customized service package based on the community's route development and service interests as prioritized in Task 1. The service will include approximately 12 miles of mapped roadway, 60 hours per week and an estimate of 5 shuttles. Final number of shuttles and service hours will be created based on the community input in Task 1. The service package will also include a dedicated May Mobility Customer Success Manager and

approximately 5 local trained May Mobility staff plus the trained Fleet Attendants. The May Mobility team will own, operate and maintain the shuttles throughout the pilot.

The service will be held for approximately 18 months to gather statistically significant data on the effectiveness of the solution in addressing the transportation challenges defined.

This pilot operation will be held for 18 months including one full winter 2022-23 to test inclement weather challenges. Data from this demonstration will provide the foundation of the evaluation reports.

Example analysis includes:

- User experience
- accessibility
- effects of weather
- technology edge case conditions and limitations
- public's perception and trust of technology
- community's engagement: public participation (inform to empower (IAP2 model))

Institutional issues and cost tracking as well as long-term financial modeling will be conducted to compare the demonstrated solution to "next best alternatives" to inform future programs and continuation options for the operation.

Lead: May Mobility

Support: Project Proposer, PLUM, UMN

Subtask 5.2 Via On-Demand smart phone application and local Call in Services: Via will power and support the on-demand smartphone application. Via's team will

train the local call center staff to be able to use the Via tools so accessible call in options are available. Providing both the smart phone application and local call center support will ensure that the services are available for all community members; including those who do not use the smart phone application.

Lead: Via

Support: May Mobility, First Call 211?, Mobility Mania

Subtask 5.3 Vehicle and Service Data Storage, Analysis and Sharing: Some information here about the type of data that will be shared by Via and May Mobility

Deliverables:

- Monthly service reports (User Experience reporting)
- Monthly call center and app usage reports including daily ride volumes and how many of those riders will book by phone or via app

Task 6. Data Collection and Evaluation

The Project Team recognizes the value of learning about the impacts of transportation reliability and safety for communities as they seek to adopt CAV.

Task 6.1: The data management plan drafted for this proposal will be refined for tracking and reporting throughout the pilot program. Example data collection and evaluations projects include:

- May Mobility vehicle performance data?
- Institutional issues and costs tracking

- Public perception and public engagement
- Shuttle user safety, equity and accessibility related infrastructure
- Winter safety performance data

Lead: PLUM

Support: MnDOT, Project Proposer, May Mobility, Via, UMN

Task 6.2: Execute activities outlined in data management plan.

Lead: PLUM

Support: MnDOT, Project Proposer, May Mobility, Via, UMN

Deliverables: Data Management Plan, Public attitude and perception data, vehicle and transportation network data, accessibility data, research reports

Task 7. Economic and Workforce Development

This project includes innovative aspects of economic and workforce development efforts in order to leverage the pilot program to drive future technology investments in the Iron Range region and prepare the local talent for careers in the future mobility and transportation industries. The project team recognizes that Trunk Hwy funding cannot be allocated to workforce development efforts, however, in order to show the full program value, the subtasks are noted below for reference:

Subtask 7.1 Develop Economic and Workforce Development Plan

Lead: PLUM

Support: Project Proposer, IRRR, DEED, Itasca/Hibbing Community Colleges, District 318, Next Pathways, May Mobility, Blandin

Subtask 7.2 Next Pathways (K-12) STEM Camps

Lead: PLUM

Support: Project Proposer, IRRR, DEED, District 318, Next Pathways, May Mobility

Subtask 7.3 Autonomy University curriculum development

Lead: Itasca/Hibbing Community College

Support: Project Proposer, PLUM, May Mobility, DEED (MJSP)

Subtask 7.4 Fleet Attendant Training program

Lead: May Mobility

Support: Project Proposer, PLUM, Itasca/Hibbing Community College, DEED (MJSP)

Task 8. Demonstration and Program Evaluation

The goal of this task is to evaluate vehicle safety and performance, accessibility impacts, and statewide public feedback after demonstrations and public engagement activities.

Subtask 8.1 Develop Evaluation Summary Plan

The pilot program will provide data that will inform both the Project Team and other industry stakeholders on safety and performance metrics for future deployments of CAV. An evaluation plan will

be developed which focuses on three primary areas of assessment: (1) vehicle and transportation network performance; (2) public attitude and perception; and (3) accessibility.

Pre- and post-demonstration data on user knowledge, impressions, support, concerns, and perception of CAV will be compiled by the University using traditional survey instruments.

Lead: Project Proposer

Support: PLUM, May Mobility, UMN, MnDOT

Subtask 8.2 Compile Final Evaluation Summary Activities

Following the execution of the evaluation plans, analysis of each performance area will be conducted and a final evaluation report will be compiled and submitted to each of the funding partners and agencies who participated in the pilot project, including MNDOT.

Lead: Project Proposer

Support: PLUM, May Mobility, UMN, MnDOT

Subtask 8.3 Next Steps Recommendations and Future Planning

Throughout the 18 month pilot, public perception and community engagement will be surveyed and measured using qualitative and quantitative methods. Financial modeling for future extensions will also be occurring. No later than 6 months before project completion, the project team will begin compiling next step options and

future planning for the pilot. Community engagement tools and tracking will be leveraged to determine if 1. the public wants to keep the program and 2. how the program would be funded into the future.

Lead: Project Proposer

Support: PLUM, May Mobility, UMN, MnDOT

Deliverables:

- Final Evaluation Report with public attitude summary, vehicle and transportation network performance report, accessibility analysis report, and edge case analysis.
- Community engagement survey reporting results (beginning, middle and end of project)
- Financial business modeling options and recommended models
- Final recommendation summary from Project Proposer

Task 9. Project Management

The Project Team will manage scope, schedule, budget and risk throughout the project.

Subtask 9.1 Project Team Kick-Off and Project Management Meetings

Create a list of Project Team members to maintain a project contact list through the duration of the project. Project Team meetings will occur as part of Tasks 1-9. Convene a project kick-off meeting with the Project Team and convene weekly project update meeting phone calls.

Subtask 9.2 Risk Analysis Matrix

The Project Team will regularly review and update a risk matrix to address local, state and federal regulatory and legal requirements, related technology, maintenance, and community risks.

Subtask 9.3 Budget, Invoicing and Progress Reports

The Project Team will prepare weekly progress reports to address work performed, addressing problems and how they are mitigated, and budgeted.

Subtask 9.4 Project Management Reporting

Project Proposer will provide project oversight, management and quality assurance/quality control for the duration of the project.

Deliverables: Project Team and Stakeholders Contact List; Kick-Off Meeting; Agendas and Minutes; Arranging meeting dates and times; Progress Reports; Updated schedules; Weekly Issue Log; Annual Budget Review and Program Plan; Invoices and Progress Reports; project on-pagers.

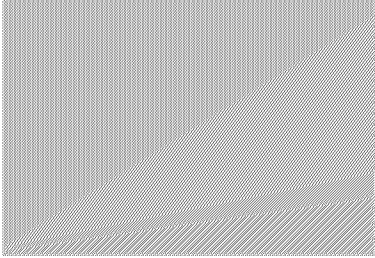
Lead: Project Proposer

Subtask 9.5 Project Management Plan

Project proposer will draft a Project Management Plan (PMP) for review by MnDOT and other key stakeholders. PMP must include: project objective and goals, identify the project team and stakeholders, org chart including project champion, manager, and supporting roles, communications plan, risk management plan, document control plan, milestone schedule, budget, and risk analysis

Summary of Project Deliverables

TASK	DELIVERABLES
Task 1 Focus Areas and Selection Criteria	<ol style="list-style-type: none"> 1. Process document with selection criteria to identify communities with market failures 2. Preliminary list of targeted communities exhibiting market failures 3. Prioritized list of targeted communities exhibiting market failures
Task 2 Location Selection	<ol style="list-style-type: none"> 4. Summary of final communities selected for demonstrations
Task 3 Community Engagement and Static Demonstrations	<ol style="list-style-type: none"> 5. Static demonstration public engagement plan 6. Fixed route public engagement plan 7. Service pilot engagement plan 8. 5 static demonstration engagement events 9. Outreach and engagement materials 10. Meeting agendas, presentations, handouts, videos and meeting minutes
Task 4 Use-Case Development	<ol style="list-style-type: none"> 11. Final use-case summary 12. Chosen Concept for demonstration and data behind the Concept Selection Review 13. Template for gathering community input
Task 5 Demonstration Plan	<ol style="list-style-type: none"> 14. Demonstration site plans 15. Demonstration management plan sets 16. Completion of required permits
Task 6 Demonstrations	<ol style="list-style-type: none"> 17. At least 2 CAV pilot demonstrations, 18. Up to 1 “parking lot”/closed course demonstration
Task 7 Demo and Program Evaluation	<ol style="list-style-type: none"> 19. Public Attitude Summary Report 20. Vehicle and Transportation Network Performance Analysis Report 21. Accessibility Analysis Report 22. Edge Case Analysis 23. Omnibus Survey Report 24. State Fair Survey Report
Task 8 Data Management	<ol style="list-style-type: none"> 25. Data Management Plan 26. Public attitude and perception data 27. Vehicle and transportation network performance data 28. Accessibility data
Task 9 Project Management	<ol style="list-style-type: none"> 29. Project Team and Stakeholders Contact List 30. Kick-Off Meeting 31. Agendas and Minutes; Arranging meeting dates and times

- 
- 32. Progress Reports
 - 33. Project management plan
 - 34. Project one-pagers
 - 35. Annual Budget Review
 - 36. Program Plan
 - 37. Invoices and Progress Reports

Part 5: Risk Mitigation Strategies

Below is a summary of the risks related to the project proposal and the proposer's strategies to mitigate risk.

Type	Risks	Level of Risk	Mitigation Strategies	Who Mitigates?
Safety	Technology malfunctions and causes a crash. Passenger vehicle runs into shuttle. Shuttle collides with another object in roadway.	Low	<ol style="list-style-type: none"> 1. Develop safety plan, emergency plan and crisis communications plan 2. Develop daily risk matrix to coordinate with project partners 3. Include Fleet Attendant onboard to support minimal risk conditions if a technology failure occurs 	Project team MnDOT
Tech	Ability of technology companies to deliver technology. Technology that works accurately.	Low	<ol style="list-style-type: none"> 1. Learn from prior May Mobility deployments. 2. Utilize project management and sufficient launch planning to assist a timely and successful launch. 	Partner 1 Project team
Public Trust	Public is not interested and advocates against AV technology due to lack of education or national / international incidents that unfold during our project	Low/Med	<ol style="list-style-type: none"> 1. Continue to promote AV awareness and benefits to public, seniors and those with disabilities including accessibility, mobility for all, operational efficiencies and reduction in traffic fatalities. 2. Engage with community, offer public demonstrations and free rides to expose them to the technology. 	Partner 1 Project Proposer MnDOT
COVID-10/Public health	Participants could be exposed to health risk	High	<ol style="list-style-type: none"> 1. Delay launch project until COVID/health/safety risks are abated and vaccine is widely distributed. 2. Project team meets weekly to assess schedule 3. Cleaning and other safety protocols taken to ensure project meets CDC/Dept. of Health standards 	MnDOT, Project Team Partners
Labor	Transportation workers and drivers oppose technology. Labor may try to stop autonomous vehicles due to displacement concerns.	Low/Med	<ol style="list-style-type: none"> 1. Promote education and benefits of AV technology to unions. 2. Coordinate with workforce development and training activities being pursued by vocational schools. 3. Work with Arrowhead to complement and not compete with their service. 	Partner 1 MnDOT

Public Testing	State Patrol and local law enforcement block operations of AV shuttle on public road.	Low	<ol style="list-style-type: none"> 1. Meet with law enforcement officials to educate them on project and operational environment. 2. Require AV shuttle to meet Federal Motor Vehicle Safety Standards (FMVSS) or vendor to obtain exemption for operation. 	Partner 1 MnDOT NHTSA
Insurance	Insurance requirements can't be resolved since there is not enough experience with AV shuttles on public roads for underwriting risk.	Low	<ol style="list-style-type: none"> 1. Replicate Insurance from May Mobility's prior deployments. 2. Incorporate insurance policies established by MnDOT's CAV program. 3. Promote AV awareness and benefits to insurance companies and appropriate officials. 4. MN legislature sets requirements. 5. Work with MN CAV Insurance and liability subcommittee to address concerns and find resolution. 	Partner 1 MnDOT Insurance industry
Liability	Liability cannot be resolved since there is not enough experience with AV shuttles on public roads to identify responsible parties.	Low	<ol style="list-style-type: none"> 1. Apportion liability under the contract amongst project partners 2. Coordinate with legislature, legal advisors, Governor's Advisory Council, Public Safety, Commerce, and insurance industry 3. Coordinate development of a bill 	Project team Legislature Advisory Council DPS
Cyber Security And Data Privacy	Technology is compromised. Vehicle may not be able to function due to cyber attack or passenger data may be compromised.	Low	<ol style="list-style-type: none"> 1. Coordinate with Via to ensure it is developed with security measures in place (security by design). 2. Develop methods to anonymize and aggregate data to protect personal privacy. 	Via May Mobility MnIT
Infrastructure	Pavement markings or other infrastructure is needed to meet AV technology standards	Low	<ol style="list-style-type: none"> 1. Prior to contract execution the project team will coordinate with local gov't and transportation agencies to ensure infrastructure needs are understood. 	Local gov't
Agency reputation	MnDOT's reputation is at risk due to limited support, safety challenges or other operational risks	Low	<ol style="list-style-type: none"> 1. Develop safety plan and operational plan. 2. Continue to promote AV awareness and benefits to public, seniors and those with disabilities including accessibility and mobility for all. 3. Learn from May Mobility's prior deployments to limit operational risks. 	May Mobility Partners MnDOT

Social & media risk	Press, publishing and social media are critical of the service and voice opposition	Medium	<ol style="list-style-type: none"> 1. Start public education and community engagement early and continue with multiple touchpoints to address concerns and gain public understanding. 2. Project team will plan and execute a media and communications plan which includes media launch event with demo and overview of project goals from local stakeholders. 	Project proposer May Mobility Partners
Political risk	The project does not foster local elected official support and may experience challenges at city, county or legislative levels	Low	<ol style="list-style-type: none"> 1. Project team includes local city and county officials and stakeholders to help foster support. 2. Continue to promote AV awareness and benefits to public. 	Partners

Part 6: Project Evaluation & Success Measures

The following performance measures will be used by the project team to evaluate overall success of the Grand Rapids CAV deployment:

Equity, Perception, and Trust:

- Did the project build public trust in CAV technology?
- Did the project increase overall quality of life for users? For the Grand Rapids community as a whole?

These measures will be evaluated through community and rider-oriented feedback surveys, in collaboration with the project’s University research partners. Success metrics will include: a public perception and trust tracking engagement metric, as well as transit user happiness and enthusiasm metrics.

System Performance:

- Was the technology successfully deployed and validated in winter conditions?
- Was the technology successfully deployed and validated in a rural environment?

System performance will be evaluated based on the data collected by CAV technology partners, May Mobility and Via. Data will include sensor performance in rural and winter conditions,

vehicle maintenance records, and autonomous system availability and performance in rural and winter conditions. Ultimately, project success will be determined by comparing the performance data from this project with similar data from previous CAV partner deployments in different environments.

Economic Impact:

- Did the project result in economic savings for individuals compared to other modes of transportation (parking, individual car ownership, ridehailing, taxi, etc.)?
- Did the project provide opportunities for workforce development, job access, and upskilling?
- Did the project lead to economic growth for local business in the surrounding community?

Economic impact will be evaluated based on the number of additional jobs added by project partners and number of community members trained in local workforce development classes. Additionally, the project team will collect community surveys on transit costs for individuals using the CAV service compared to their prior modes of transportation.

Project/Service Performance:

- Is the project idea and partnership framework (P3) replicable in other communities across Minnesota and the U.S.?
- Did the project improve access and accessibility in the community?
- Did the project meet expected Service Level standards?
- What was CAV ridership? How was overall transit ridership impacted?

Project and service success will be measured according to standard service level metrics, including:

- ridership figures (both for the CAV deployment and for public transit as a whole)
- usage rates among those with transportation challenges
- average headways
- Safety figures (# of incidents, etc.)

The data from these metrics will help the project team determine the overall success and scalability of the public-private partnership framework used to support this deployment.

Part 8: Company and Key Personnel Experience

[INSERT ORGANIZATIONAL CHART OF PROJECT TEAM INCLUDING CHAMPION, PROJECT MANAGER, AND PERSONNEL WITH KEY EXPERIENCE THAT WILL SUPPORT THE PROJECT]

1. Project Manager

Employee 1 has more than ten years' experience leading teams and managing complex projects. As a team leader for many years in public engagement, primarily in the public and private sectors. They have completed the International Association of Public Participation's Foundations in Public Participation. They are experienced in developing and implementing public engagement plans including: stakeholder and advisory committee management; developing and overseeing development of public engagement materials; and engagement with underrepresented and environmental justice populations. Examples of past projects include: MnDOT 2018 CAV demonstration, Florida AV Summit logistics and coordination, etc.

2. Contract Manager

Employee 2 serves as the manager for Organization. Previously, employee provided long-time management to public organizations to ensure that all policies and procedures were implemented. They are responsible for overseeing a staff of 25 and managing the implementation of their program. Examples of past experience include: participating in a statewide technology demonstration; as an adjunct professor on transportation planning at University of CAV, and long walks on the beach.

Part 9: Letters of Support

**STATE OF MINNESOTA
AFFIDAVIT OF NONCOLLUSION**

Instructions: Please return your completed form as part of your response.

I swear (or affirm) under the penalty of perjury:

1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);
2. That the attached response, submitted in response to the CAV Challenge 2.0 announcement has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other responder of materials, supplies, equipment or services described in the announcement, designed to limit fair and open competition;
3. That the contents of the response have not been communicated by the responder, or its employees or agents, to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the letters of interest; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Authorized Signature:

Responders Firm Name:

Print Authorized Representative Name: Title: Dale Christy, Mayor of Grand Rapids

Authorized Signature: Date: February 8, 2021

CONFLICT OF INTEREST CHECKLIST AND DISCLOSURE FORM

Purpose of this Checklist: This checklist is provided to assist proposers in screening for potential organizational conflicts of interest. The checklist is for the internal use of proposers and does not need to be submitted to MnDOT, however, the “Disclosure of Potential Conflict of Interest” form must be submitted with your response.

Definition of “Proposer”: As used herein, the word “proposer” includes both the prime contractor and all proposed subcontractors.

Checklist is not Exclusive: Please note that this checklist serves as a guide only, and that there may be additional potential conflict situations not covered by this checklist. If a proposer determines a potential conflict of interest exists that is not covered by this checklist, that potential conflict must still be disclosed.

Use of the Disclosure Form: Proposers must complete the attached disclosure and submit it with their response (or separately, as directed by MnDOT, for projects not awarded through a competitive solicitation). If the proposer determines a potential conflict of interest exists, it must disclose the potential conflict to MnDOT; however, such a disclosure will not necessarily disqualify a proposer from being awarded a contract. To avoid any unfair “taint” of the selection process, the disclosure form should be provided separate from the bound response, and it will not be provided to selection committee members. MnDOT’s Contract Management personnel will review the disclosure and the appropriateness of the proposed mitigation measures to determine if the proposer may be awarded the contract notwithstanding the potential conflict. MnDOT’s Contract Management personnel may consult with MnDOT’s Project Manager and Department of Administration personnel. By statute, resolution of conflict of interest issues is ultimately at the sole discretion of the Commissioner of Administration.

Material Representation: Proposers are required to submit the attached disclosure form either declaring, to the best of its knowledge and belief, that no potential conflict exists, or identifying potential conflicts and proposing remedial measures to ameliorate such conflict. The proposer must also update conflict information if such information changes after the disclosure. Information provided on the form will constitute a material representation as to the award of this contract. MnDOT reserves the right to cancel or amend the resulting contract if the proposer failed to disclose a potential conflict, which it knew or should have known about, or if the proposer provided information on the disclosure form that is materially false or misleading.

Approach to Reviewing Potential Conflicts: MnDOT recognizes that proposer’s must maintain business relations with other public and private sector entities in order to continue as viable businesses. MnDOT will take this reality into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not MnDOT’s intent to disqualify proposers based merely on the existence of a business relationship with another entity, but rather only when such relationship causes a conflict that potentially impairs the proposer’s ability to provide objective advice to MnDOT. MnDOT would seek to disqualify proposers only in those cases where a potential conflict cannot be adequately mitigated. Nevertheless, MnDOT must follow statutory guidance on organizational conflicts of interest.

Statutory Guidance: Minnesota Statutes §16C.02, subdivision 10(a) places limits on state agencies ability to contract with entities having an “organizational conflict of interest”. For purposes of this checklist and disclosure requirement, the term “vendor” includes “proposer” as defined above. Pursuant to such statute, “organizational conflict of interest” means that because of existing or planned activities or because of relationships with other persons: (1) the vendor is unable or potentially unable to render impartial assistance or advice to the state; (2) the vendor’s objectivity in performing the contract work is or might otherwise be impaired; or (3) the vendor has an unfair advantage.

Additional Guidance for Professionals Licensed by the Minnesota Board of Engineering: The Minnesota Board of Engineering has established conflict of interest rules applicable to those professionals licensed by the Board (see Minnesota Rules Part 1805.0300). Subpart 1 of the rule provides “A licensee shall avoid accepting a commission where

duty to the client or the public would conflict with the personal interest of the licensee or the interest of another client. Prior to accepting such employment the licensee shall disclose to a prospective client such facts as may give rise to a conflict of interest”.

An organizational conflict of interest may exist in any of the following cases:

- The proposer, or its principals, own real property in a location where there may be a positive or adverse impact on the value of such property based on the recommendations, designs, appraisals, or other deliverables required by this contract.
- The proposer, or its principals, in previous work for the state has provided the final design or related services that are directly related to performance of work required under this contract. Comment: this provision will, for example, disqualify a proposer who performed final design for MnDOT and now seeks to provide construction administration services for that same project. MnDOT believes this is necessary because the firm that prepared the plans may be unable to objectively determine plan errors and omissions. This may cause a situation where: (1) the vendor is unable or potentially unable to render impartial assistance or advice to the state; and (2) the vendor’s objectivity in performing the contract work is or might otherwise be impaired.
- The proposer is providing services to another governmental or private entity and the proposer knows or has reason to believe, that entity’s interests are, or may be, adverse to the state’s interests with respect to the specific project covered by this contract. Comment: the mere existence of a business relationship with another entity would not ordinarily need to be disclosed. Rather, this focuses on the nature of services commissioned by the other entity. For example, it would not be appropriate to propose on a MnDOT project if a local government has also retained the proposer for the purpose of persuading MnDOT to stop or alter the project plans.
- This contract is for right-of-way acquisition services or related services (e.g. geotechnical exploration) and the proposer has an existing business relationship with a governmental or private entity that owns property to be acquired pursuant to this contract.
- The proposer is providing real estate or design services to a private entity, including but not limited to developers, whom the proposer knows or has good reason to believe, own or are planning to purchase property affected by the project covered by this contract, when the value or potential uses of such property may be affected by the proposer’s performance of work pursuant to this contract. “Property affected by the project” includes property that is in, adjacent to, or in reasonable proximity to current or potential right-of-way for the project. The value or potential uses of the private entity’s property may be affected by the proposer’s work pursuant to the contract when such work involves providing recommendations for right-of-way acquisition, access control and the design or location of frontage roads and interchanges. Comment: this provision does not presume proposers know nor have a duty to inquire as to all of the business objectives of their clients. Rather, it seeks the disclosure of information regarding cases where the proposer has reason to believe that its performance of work under this contract may materially affect the value or viability of a project it is performing for the other entity.
- The proposer has a business arrangement with a current MnDOT employee or immediate family member of such employee, including promised future employment of such person, or a subcontracting arrangement with such person, when such arrangement is contingent on the proposer being awarded this contract. This item does not apply to pre existing employment of current or former MnDOT employees, or their immediate family members. Comment: this provision is not intended to supersede any MnDOT policies applicable to its own employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a proposer may have unfair access to “inside” information.
- The proposer has, in previous work for the state, been given access to “data” relevant to this procurement or this project that is classified as “private” or “nonpublic” under the Minnesota Government Data Practices Act, and such data potentially provides the proposer with an unfair advantage in preparing a response for this project. Comment: this provision will not, for example, necessarily disqualify a proposer who performed some preliminary work from obtaining a final design contract, especially when the results of such previous work are public data available to all other proposers. Rather, it attempts to avoid an “unfair advantage” when such information cannot be provided to other potential proposers. Definitions of “government data”, “public data”, “non-public data” and “private data” can be found in Minnesota Statutes Chapter 13.
- The proposer has, in previous work for the state, helped create the “ground rules” for this solicitation by performing work such as: writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation.

- The proposer, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to the state.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

Having had the opportunity to review the Organizational Conflict of Interest Checklist, the proposer hereby indicates that it has, to the best of its knowledge and belief:

- Determined that no potential organizational conflict of interest exists.
- Determined that a potential organizational conflict of interest exists, as follows:

Describe nature of potential conflict:

Describe measures proposed to mitigate the potential conflict:

Signature Date

Dale Christy, Mayor February 8, 2021

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure form with MnDOT contract personnel.

Name Phone

**STATE OF MINNESOTA
EQUAL PAY CERTIFICATE**

If your response could be in excess of \$500,000, complete and submit this form with your submission. It is your sole responsibility to provide the information requested and, when necessary, to obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) prior to contract execution. You must supply this document as part of your proposal. Contact MDHR with questions at 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay), or at compliance.MDHR@state.mn.us.

Option A – If you have employed more than 40 full-time employees on any single working day in one state during the previous 12 months, check the applicable box below:

- Attached is our current MDHR Equal Pay Certificate
- Attached is MDHR’s confirmation of our Equal Pay Certificate application

Option B – If you have not employed more than 40 full-time employees on any single working day in one state during the previous 12 months, check the box below:

- We are exempt. We agree that if we are selected, we will submit to MDHR within five business days of final contract execution, the names of our employees during the previous 12 months, date of separation (if applicable), and the state in which the persons were employed.

Documentation should be sent to: compliance.MDHR@state.mn.us

The State of Minnesota reserves the right to request additional information from you. If you are unable to check any of the preceding boxes, please contact MDHR to avoid the Commissioner taking action to void your contract.

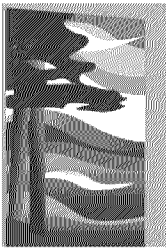
Your signature certifies that you are authorized to make the representations, the information provided is accurate, the State of Minnesota can rely upon the information provided, and the State of Minnesota may take action to suspend or revoke any contract with you for any false information provided.

Authorized Signature

Printed Name: Dale Christy, Mayor of Grand Rapids

MN/FED Tax ID# 41-6005201

Date Issuing Entity Project # or Lease Address



February 8, 2021

Commissioner Margaret Anderson Kelliher
c/o Connected and Automated Vehicles Office (CAV-X)
1500 County Road B2 West
Roseville, MN 55114

Commissioner Anderson Kelliher and CAV Challenge Reviewers;

This letter is to confirm the City of Grand Rapids contributions to the Grand Iron Range CAV Initiative. Upon confirmation of the MnDOT CAV Challenge 2.0 funding and contracting, The City's contributions will consist of:

1. Cash To be used for set-up, operations and general project management costs	\$300,000
2. City Administrator's time for 78 weeks 5 hours per week, the equivalent of:	\$31,849.13
3. Chief of Police's time for 30 hours, the equivalent of	\$1,500
4. Donated Office and Vehicle Storage Site Rental 24 months	\$120,000
5. Donated Vehicle Charging (KWH) and Internet operations, the equivalent of	<u>\$90,000</u> \$543,349.13

We will provide this contribution between March 1, 2021 and November 30, 2023 with the specific dates to be mutually agreed upon by the Project Team and key stakeholders. The listed items above have been reviewed, and I verify that all contributions listed are necessary to the successful implementation of the Grand Iron Range CAV Initiative.

The City does not anticipate any circumstances, financial or legal, barring the City from meeting its commitments as presented in the project proposal.

Regards,

Dale Christy
Mayor of Grand Rapids



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1675 **Version:** 1 **Name:** LGA Funding Resolution
Type: Agenda Item **Status:** Consent Agenda
File created: 2/5/2021 **In control:** City Council
On agenda: 2/8/2021 **Final action:**
Title: Consider adopting a resolution supporting lawmakers to resolve the state budget for 2022-2023 on time and without reductions to LGA.

Sponsors:

Indexes:

Code sections:

Attachments: [Resolution on LGA Funding](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution supporting lawmakers to resolve the state budget for 2022-2023 on time and without reductions to LGA.

Background Information:

Local Government Aid (LGA) is essential to Minnesota cities, helping them to restrain local property taxes; pay for critical needs and services such as public safety, street maintenance & repairs, libraries, parks and trails, economic development and housing. The global pandemic has created by far the worse economic struggle in history, and Minnesota's cities need to be strong to provide services to support economic recovery.

This resolution is intended to encourage state lawmakers to resolve the budget for 2022-2023 in a timely manner with no reductions to local government aid.

Staff Recommendation:

Adopt the resolution urging state lawmakers to resolve state budget with no reduction to LGA.

Requested City Council Action

Make a motion adopting a resolution supporting lawmakers to resolve the state budget for 2022-2023 on time and without reductions to LGA.

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

RESOLUTION NO. 21-

A RESOLUTION SUPPORTING LAWMAKERS TO RESOLVE THE STATE BUDGET FOR 2022-2023 ON TIME AND WITHOUT REDUCTIONS TO LOCAL GOVERNMENT AID

WHEREAS, Minnesota's cities are on the front lines of the COVID-19 response and need to be strong to provide services to support the economic recovery; and,

WHEREAS, Local Government Aid (LGA) is an essential aid program to Minnesota cities, helping to restrain local property taxes; and,

WHEREAS, LGA helps cities pay for critical needs and services such as public safety, street maintenance & repairs, libraries, parks and trails, economic development and housing; and,

WHEREAS, the \$564 million LGA appropriation in 2021 represents just 2.2% of the state's general fund; and,

WHEREAS, our state (and nation) is facing one of the worst economic struggles in its history; and,

WHEREAS, our city has taken the following steps to support our residents and business during the pandemic by allocating over one-half of CARES funding to businesses and made adjustments to recreational services so that residents could be active; and,

WHEREAS, the most important thing the Minnesota Legislature can do this session to keep cities strong and healthy is to ensure that LGA is paid on time and in full; and,

WHEREAS, any cuts to LGA will increase property taxes on our small businesses and residents.

BE IT RESOLVED that the City Council of Grand Rapids, Minnesota urges through this Resolution to its lawmakers that the state resolve the state budget for 2022-2023 without reductions to Local Government Aid; and,

BE IT FURTHER RESOLVED that this resolution be transmitted to Representative Spencer Igo and Senator Justin Eichorn, Speaker of the House Melissa Hortman, Senate Majority Leader Paul Gazelka, House Minority Leader Kurt Daudt, Senate Minority Leader Susan Kent, and Governor Tim Walz.

Adopted this 8th day of February 2021.

Dale Christy, Mayor

Attest:

Kimberly Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1654 **Version:** 1 **Name:** YMCA Rink Agreement
Type: Agenda Item **Status:** Civic Center, Parks & Recreation
File created: 2/1/2021 **In control:** City Council
On agenda: 2/8/2021 **Final action:**
Title: Consider entering into an Agreement with the Itasca Family YMCA to place a City outdoor rink on their property.
Sponsors:
Indexes:
Code sections:
Attachments: [YMCA Ice Rink Agreement 2021](#)

Date	Ver.	Action By	Action	Result
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Consider entering into an Agreement with the Itasca Family YMCA to place a City outdoor rink on their property.

Background Information:

City staff has been working with the Board and staff of the YMCA to relocate the Forest Lake Outdoor Rink to the YMCA property. This location works great as the YMCA now runs our Pond Hockey program and it puts an outdoor rink in each quadrant of the City.

Per the Agreement, the City will construct the rink boards, install lights and a warming house, install and pay utilities, staff the warming house, build and maintain the ice sheet, and handle snow removal from the rink. The expenses for this project are part of the 2021 CIP. A copy of the Agreement has been attached for your review.

Staff Recommendation:

City staff recommends entering into an Agreement with the Itasca Family YMCA to place a City outdoor rink on their property.

Requested City Council Action

Make a motion to enter into an Agreement with the Itasca Family YMCA to place a City outdoor rink on their property.

ICE RINK CONSTRUCTION AND MAINTENANCE AGREEMENT

This Agreement (“Agreement”) is made this 31st day of January, 2021, by and between the City of Grand Rapids, a Minnesota municipal corporation located at 420 No. Pokegama Avenue, Grand Rapids, Minnesota (“City”), and the Itasca County Family YMCA, a Minnesota non-profit corporation located at 400 River Road, Grand Rapids, Minnesota (“YMCA”).

RECITALS

- A. The City desires to work cooperatively with the YMCA to establish and operate an outdoor ice rink on property owned by the YMCA and located at 400 River Road in the City of Grand Rapids (“Rink”).
- B. The YMCA desires to work cooperatively with City in the establishment and operation of the Rink in accordance with the terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

1. City Responsibilities:

- a. City will install a dasher board system, build the Warming Shack and install overhead lighting at City’s expense per the agreed upon layout in Exhibit A.
- b. City will build and maintain the ice sheet during each season.
- c. City will be responsible for snow removal to allow access to the Warming Shack and removal of snow from the ice rink.
- d. City agrees to provide the required personnel and related support services and supplies to provide the services necessary to operate the Warming Shack.
- e. City shall provide the Ice Rink with all applicable utility services and shall pay the utility directly for such services. “Utilities” shall include water, electric, and gas service.
- f. Cooperate with the YMCA to the fullest extent possible in the operation of the ice rink.

2. YMCA Responsibilities:

- a. Cooperate with the City to the fullest extent possible in the operation of the ice rink.

3. Use of Facilities/Rental Fees: The premises is intended for use by the public as an ice-skating rink, ice hockey and figure skating training facility, and other uses compatible therewith. There will be no rental fees charged for use of the facilities.
4. Hours of Operation and Scheduling: The Ice Rink will be operational as soon as weather permits each season. While the rink is operational, the Warming Shack will be open from 3:30 p.m. to 9:00 p.m. Monday through Friday, and 12:00 p.m. to 8:00 p.m. on Saturdays and Sundays. Scheduling will take place through the City's Recreation Department. YMCA shall be allowed to reserve up to three hours per day with prior approval from City.
5. Term and Termination: The term of this Agreement shall be from January 1, 2021, regardless of the dates of execution, until terminated as provided herein. This Agreement may be terminated by any party for any reason after thirty (30) days written notice to the other party. Upon termination, City shall relocate the Warming Shack, dasher boards and lighting at City's expense and agrees to return the property to its original condition as soon as reasonably possible.
6. Mutual Release and Indemnification: Each party shall indemnify and hold the other harmless from any claims by reason of death of or injuries sustained by or property damage suffered by any person in any manner whatsoever, unless such claims arise from the negligence or intentional acts of a party, its employees and/or agents.

Each party shall indemnify the other against all liabilities, expenses, costs and losses, including reasonable attorney's fees, arising out of or relating to the failure by either party to perform any covenant required to be performed by said party under this Agreement other than such claims arising out of intentional or negligent acts of the party, its employees and/or agents.
7. Additional Insured: By endorsement to the general liability insurance policy evidenced by YMCA, the City, its officers and employees shall be named as additional insureds for all liability arising from this contract.
8. Owner of Premises: This agreement does not change the ownership of the premises and the YMCA remains the sole owner. The premises has been, is, and will continue to be tax-exempt.
9. Entire Agreement: The entire agreement of the parties is contained in this document and its Exhibits. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement. This Agreement is valid only when signed by all the parties.
10. Amendment: Any amendment of this Agreement must be in writing and signed by all parties.
11. Assignment: The rights and obligations created by this Agreement are assignable only by the written consent of all parties.

12. Notices: All notices required to be given by any party pursuant to this Agreement shall be in writing and sent to the other party at the following addresses:

YMCA:	Nick Hansen YMCA 400 River Road Grand Rapids, MN 55744	City:	Dale Anderson City of Grand Rapids 420 No. Pokegama Ave. Grand Rapids, MN 55744
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All notices shall be deemed received when delivered, if hand-delivered, or three business days after deposit with the US Postal Service, postage prepaid. Notices by fax or email alone are not sufficient.

13. Independent Contractor: Nothing in this Agreement is intended or should be construed as creating the relationship of co-partner, joint ventures, or an association between City and YMCA. None of the YMCA's employees, agents, or representatives shall be considered employees, agents or representatives of City.

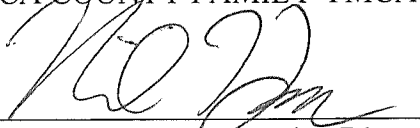
14. Applicable Law: This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

15. Attorney's Fees: In the event legal action is brought to enforce this agreement or any of its provisions, the prevailing party shall be entitled to reasonable attorney's fees and costs.

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

ITASCA COUNTY FAMILY YMCA

CITY OF GRAND RAPIDS

By: 
Nick Hansen, Executive Director

By: _____
Tom Pagel, City Administrator



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1660 **Version:** 1 **Name:** PW 2021 Dodge Pick-Up
Type: Agenda Item **Status:** Engineering\Public Works
File created: 2/2/2021 **In control:** City Council
On agenda: 2/8/2021 **Final action:**
Title: Consider authorizing the purchase and payment of a 2021 Dodge pick-up for the Public Works Department for a total of \$72,195.06.

Sponsors:

Indexes:

Code sections:

Attachments: [Grand Rapids Ford Quote](#)
[Burnsville Dodge Ram 5500](#)
[Towmaster Dump Body for 2021 Dodge](#)
[Martins Snow Plow for 2021 Dodge](#)

Date	Ver.	Action By	Action	Result
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Consider authorizing the purchase and payment of a 2021 Dodge pick-up for the Public Works Department for a total of \$72,195.06.

Background Information:

On the January 25th, 2021 City Council Meeting, the Public Works Department was approved to create specifications and request quotes utilizing the Minnesota Cooperative Purchasing Venture for the purchase of a new pick-up truck. The specifications listed for the quotes were that the pick-up be a; dual axle, 4X4, dump box with drop side rails and a snow plow attachment. Two quotes were received (see attachments).

Grand Rapids Ford:	\$80,711.03
Dodge of Burnsville:	\$39,254.00
Towmaster Dump-Box:	\$19,674.00
Martin's Snow Plow:	\$9,767.06
Total:	\$68,695.06
Approx Sales Tx/Licensing:	\$3,500.00
Grand Total:	\$72,195.06

It should be noted that Lakewoods Chrysler was not able to supply this model of vehicle.

Staff Recommendation:

Matt Wegwerth, Public Works Director, recommends authorizing the purchase and payment of the 2021 Dodge pick-up for the Public Works Department for a total \$72,195.06.

Requested City Council Action

Make a motion to authorize the purchase and payment of a 2021 Dodge pick-up for the Public Works Department for a total of \$72,195.06 to the appropriate vendors.

Search:

Sales Finance Parts & Service

Finance >> Forms & Documents >> Commercial Lending >> Request for Municipal Finance Quote - Electronic Submission (Add to My Links)


Ford Stock | 9.00 -0.09

My Links Change

Kansas City Region Contact List
Request for Municipal Finance Quote - Electronic S

Navigate

- Active Ford Credit Programs
- Awards & Recognition
- Communications
- Commercial Lending Finance Programs
- Compliance Awareness
- Consumer Finance Programs
- Dealer Applications & Key Links
- Dealer Finance Programs
- Dealership Operations
- eContracting
- Finance Systems
- Ford & Lincoln Protect Extended Service Plan
- Ford Credit Operations
- Ford Credit Support Desk
- FordPass
- Forms & Documents
- Management Reports
- Marketing Resources
- Municipal Finance Program
- Training & Certification


FORD CREDIT

REQUEST FOR MUNICIPAL LEASE-PURCHASE QUOTE

Please fill out the information below and hit submit once you are complete with the information below. This will send your information directly to the municipal Finance Department for review and acceptance.

NOTE: If you prefer to send this information in by Fax/Email or Mail please print a copy of the [Municipal Lease-Purchase Quote form](#) and fax/email/mail to the contact information below:

To: Ford Motor Credit Company LLC
 Municipal Financing
 1 American Road - MD7500
 Dearborn, MI 48126

Telephone: 800-241-4199, press 1
Fax#: 313-390-3783
Email: fcmuni@ford.com

From:

Sales Person: Dealership:
 Telephone: Fax:
 Email:

Name of Municipality:

City: State:

Contact Person: Title:
 Contact Phone: Contact Fax:
 Contact Email:

Does your customer plan on issuing more than \$10 million in tax exempt debt during the current fiscal year? Yes No Unknown

Quantity	Year	Equipment Description	Selling Price
<input type="text" value="1"/>	<input type="text" value="2020"/>	<input type="text" value="F550 with Dump Body"/>	<input type="text" value="\$67,785.00"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

ADDED EQUIPMENT (Such as: Dump Body, Snow Plow, Spreader or Ford ESP Service, etc)

Snow Plow

If applicable, Sales Tax %

Total Amount:

A \$545 UNDERWRITING FEE IS REQUIRED PER TRANSACTION, WHICH CAN BE PAID AT DELIVERY OR INCLUDED IN THE AMOUNT FINANCED. THIS AMOUNT IS NOT TO BE ADDED INTO YOUR SELLING PRICE.

PLEASE INDICATE HOW THE UNDERWRITING FEE IS TO BE PAID:
 AT DELIVERY FINANCED

TERM:

Cars and Light Trucks:
 2 Years 3 Years 4 Years

Medium and Heavy Duty Trucks:
 2 Years 3 Years 4 Years 5 Years

PAYMENT OPTION:
 Monthly Quarterly Semi-annual Annual

DEALER PARTICIPATION ON RATE?
 Yes No

If yes, how much? (Maximum 1%)

COMMENTS:

Allow 10-16 weeks for delivery from order date

Anticipated order cutoff date of 12-24-21

2021 Ram 5500 Reg Cab Chassis

Note: Select options

Options

4x4 84CA 6.4 L V8 DP0L64

Base Vehicle Contract Price

\$ 33,572.00

Extra OEM Key Each \$215 How Many?

<u>Engine Model</u>		<u>Copy and Paste Price to add options</u>	
Diesel Engine 2YA-Tradesman	ETN	\$ 8,781.00	
<u>Appearance Packages</u>		<u>Copy and Paste Price to add options</u>	
Tradesman Level 1 Equipment Group	A61	\$ 916.00	\$ 916.00
Chrome Appearance Group	AMP	\$ 801.00	
<u>Functional Packages</u>		<u>Copy and Paste Price to add options</u>	
Towing Technology Group	AAN	\$ 916.00	\$ 916.00
Safety Group	AAU	\$ 1,564.00	
DOT Certified Roadside Safety Kit	ACL	\$ 180.00	\$ 180.00
Cold Weather Group	ADE	\$ 161.00	
Electrical Accessory Group	ADH	\$ 501.00	
Ambulance Prep Group	AH2	\$ 961.00	
Emer/Fire/Resc Special Emissions Pkg	AH6	\$ 1,100.00	
Heavy Duty Snow Plow Prep Group	AHD	\$ 456.00	\$ 456.00
Max Tow Package	AHQ	\$ 640.00	\$ 640.00
Heavy Duty Front Suspension Group	AZB	\$ 240.00	
ParkSense FT/RR Park Assist System	XAG	\$ 456.00	
<u>Convenience Security Options</u>			
Driver Air Bag Only	CGT	\$ (36.00)	
Power 2-Way Driver Lumbar Adjust	JPE	\$ 88.00	
<u>Sound System Components</u>			
Ram Telematics	RFQ	\$ 736.00	
SiriusXM Satellite Radio	RSD	\$ 180.00	
<u>Additional Features</u>			
Elec Shift-On-The-Fly Transfer Case	DX3	\$ 272.00	
225/70R19.5G All Traction Tires	TY5	\$ 231.00	
19.5X6.0 Forged Alum Polished Wheels	WP4	\$ 1,008.00	
220 Amp Alternator	BAJ	\$ 225.00	\$ 225.00
Red Seat Belts	CGQ	\$ 69.00	
Delete Front Center Seat	CJT	\$ (19.00)	
Floor Covering Carpet	CKE	\$ 139.00	

Front & Rear Rubber Floor Mats	CLY	\$ 225.00	\$ 225.00
Rear Window Defroster	GFA	\$ 148.00	
Rear Sliding Window	GFD	\$ 272.00	
Digital Rearview Mirror	GRG	\$ 456.00	
2 Extra Base Keys	GXJ	\$ 115.00	
65 MPH Maximum Speed	JJ4	\$ 88.00	
70 MPH Maximum Speed	JJ5	\$ 88.00	
77 MPH Maximum Speed	JJ9	\$ 88.00	
115V Auxiliary Power Outlet	JKV	\$ 139.00	
Tire Fill Alert	LAW	\$ 41.00	
LED Tail Lamps	LAY	\$ 88.00	
Power Take Off Prep	LBN	\$ 272.00	
Power Take Off Prep - Left Side	LBV	\$ 272.00	
Front Fog Lamps	LNJ	\$ 180.00	
Cargo and CHMSL Lamp	LPE	\$ 88.00	
Aux Reverse Lamps, Mirror-mounted	LPF	\$ 133.00	
Mopar Splash Guards/Mud Flaps Front	MKM	\$ 69.00	
Chrome Tubular Side Steps	MRT	\$ 456.00	
Black Tubular Side Steps	MRU	\$ 364.00	
22 Gallon Midship Fuel Tank	NFA	\$ 115.00	
Engine Block Heater	NHK	\$ 88.00	
52 & 22 Gallon Dual Fuel Tanks	NLL	\$ 640.00	
Full Size Spare Tire	TBB	\$ 364.00	
Uconnect 3 with 5" Display	UAA	\$ 640.00	\$ 640.00
Uconnect 4 with 8.4" Display	UAM	\$ 1,652.00	
RAM Telematics 3-yr subscription	X9S	\$ 884.00	
RAM Telematics 5-yr subscription	X9T	\$ 1,767.00	
ParkSense Rear Park Assist System	XAA	\$ 272.00	
ParkView Rear Back-up Camera	XAC	\$ 456.00	\$ 456.00
Rear Backup Alarm	XAW	\$ 133.00	
Tire Pressure Information System	XBT	\$ 139.00	
Engine Shutdown Timer	XCL	\$ 231.00	
Transfer Case Skid Plate Shield	XEJ	\$ 133.00	
Voltage Monitoring Auto Idle Up Sys	XF6	\$ 139.00	
Dual Alternators Rated at 440 Amps	XF7	\$ 364.00	
Trailer Tire Pressure Monitoring Sys	XG9	\$ 139.00	
Trailer Brake Control	XHC	\$ 341.00	\$ 341.00
Manual DPF Regeneration	XNR	\$ 225.00	
Wired Auxilary Camera	XPN	\$ 916.00	
Seat Options			
Cloth 40/20/40 Bench Seat/Black	V9/X9	\$ 272.00	\$ 272.00
HD Vinyl 40/20/40 Bench Seat BL/DG	TX/X8	\$ -	
Color Options			
Billet Silver Metallic	PSC	\$ 184.00	
Black Clear Coat	PX8	\$ -	

Case IH Red	P61	\$ 415.00	
Bright White	PW7	\$ -	
Diamond Black Crystal	PXJ	\$ 92.00	
Granite Crystal Metallic	PAU	\$ 184.00	
Flame Red	PR4	\$ -	
Hydro Blue Pearl	PBJ	\$ 92.00	
Low Vol Detonator Yellow	PYB	\$ 415.00	
Low Vol Light Green	PGC	\$ 415.00	
Delmonico Red Pearl	PRV	\$ 92.00	
Low Vol Omaha Orange	P62	\$ 415.00	
Low Vol School Bus Yellow	PL1	\$ 415.00	\$ 415.00
Low Vol Timberline Green Pearl	PGW	\$ 415.00	
Low Vol Yellow	P63	\$ 415.00	
Maximum Steel Metallic	PAR	\$ 184.00	
New Holland Blue	P72	\$ 415.00	
Olive Green Pearl	PFP	\$ 92.00	
Patriot Blue Pearl	PPX	\$ 92.00	
RV Match Walnut Brown Metallic	PUW	\$ 184.00	
Total Delivered Price with options Per Contract			\$ 39,254.00

Dodge of Burnsville

Todd Prissel

tprissel@dodgeofburnsville.com

Office 952-767-2702

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Embedded Secure Document

The file <https://grandrapids.legistar.com/View.ashx?M=F&ID=9143741&GUID=F02A96F5-10CB-4843-AE01-EE01B4B7413F> is a secure document that has been embedded in this document. Double click the pushpin to view.

E S T I M A T E



**MARTIN'S SNOWPLOW
AND EQUIPMENT**
105 East US 2
Cohasset, MN 55721
Phone #: (218)999-0770
Fax #: (218)999-5704

PHONE #:
CELL #: **(218)360-0607**
ALT. #:
P.O.#:
TERMS: **Net 10th EOM**
SALES TYPE: **Estimate**
TAG #:

DATE: **12/18/2020**
ORDER #: **5639**
CUSTOMER #: **101906**
CP: **DanM**
LOCATION: **1**
STATUS: **Active**
TECH: **AaronM**

BILL TO 101906

CITY OF GRAND RAPIDS PUBLIC WORKS
500 SE 4TH STREET
GRAND RAPIDS, MN 55744 US

SHIP TO

CITY OF GRAND RAPIDS PUBLIC WORKS
500 SE 4TH STREET
GRAND RAPIDS, MN 55744 US

YEAR	MFR	MODEL NUMBER	DESCRIPTION	VIN/SERIAL #	MILEAGE/METER
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1: **NEW PLOW ON NEW TRUCK** Tech: AaronM []

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
WP	JMMVP3106	10'6" MVP 3 STEEL SNOWPLOW PACKAGE	1	\$10,302.00	\$8,194.76	\$8,194.76
WP	86875	18" Deflector - 10.5 MVP3	1	\$555.66	\$527.88	\$527.88
WP	86871	High Wear Shoe Kit - All MVP3	1	\$340.67	\$340.67	\$340.67

Parts Job 1: \$9,063.31

LABOR	DESCRIPTION	HRS	RATE	AMOUNT	TOTAL
IN-02	STANDARD V BLADE INSTALLATION	7		\$647.50	\$647.50
IN-12	DEFLECTOR INSTALL-V	0.5	\$92.50		\$46.25

Hours Job 1: 7.5 Labor Job 1: \$693.75

EXTRAS	DESCRIPTION	QTY	PRICE	AMOUNT	TOTAL
SS	SHOP SUPPLIES	1	\$10.00		\$10.00

Extras Job 1: \$10.00

Subtotal Job 1: \$9,767.06

Prices reflected on this quote are valid for 30 days and while current supplies last. However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect.

TOTAL PARTS:	\$9,063.31
TOTAL LABOR:	\$693.75
TOTAL EXTRAS:	\$10.00
SUBTOTAL:	\$9,767.06
TAX:	\$0.00
ORDER TOTAL:	<u>\$9,767.06</u>

Authorized By: _____



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	21-1658	Version:	1	Name:	Consider accepting notice of retirement from Jim Columbus and authorize filling the vacancy.
Type:	Agenda Item	Status:			Administration Department
File created:	2/2/2021	In control:			City Council
On agenda:	2/8/2021	Final action:			
Title:	Consider accepting notice of retirement from Jim Columbus and authorize filling the vacancy.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Columbus Retirement				

Date	Ver.	Action By	Action	Result
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Consider accepting notice of retirement from Jim Columbus and authorize filling the vacancy.

Background Information:

Jim Columbus, ROW Lead Person, was hired on December 2, 1996. In the 24 years he's been employed with the City, Jim has received many accolades regarding his performance, along with the care and passion he has for the City. In his letter, Jim stated *"I love this city and its people. I always tried to put my best foot forward and I will always be grateful to say I worked for the City of Grand Rapids."*

We would like to post the position of Maintenance I internally, allowing any active City employee to apply. We would also like to entertain letters of interest from the IUOE Local No. 49 - Public Works Union for the position of ROW Lead Person. Following is a tentative timeline for filling the positions:

Maintenance I

February 9, 2021 - February 23, 2021	post internally (open to all active City employees)
March 1, 2021 - March 2, 2021	interviews
March 8, 2021	request to City Council for appointment
April 5, 2021	first day of employment

ROW Lead Person

February 9, 201 - February 23, 2021	post internally (open to all Public Works Union employees)
March 1, 2021 - March 2, 2021	interviews
March 8, 2021	request to City Council for appointment
June 1, 2021	first day of employment in new position

Staff Recommendation:

City Administrator Tom Pagel, Public Works Director/City Engineer Matt Wegwerth, Street Superintendent Kevin Koetz, and Director of Human Resources Lynn DeGrio are recommending accepting Jim's notice of retirement with gratitude for the 24 years of service to the City of Grand Rapids. We wish Jim the very best in his retirement years.

Requested City Council Action

Make a motion to accept the notice of retirement from Jim Columbus effective May 28, 2021 and authorize City staff to begin the process of filling the vacant positions.

January 28th, 2021

Mr Page

I would like to inform you that I plan on retiring on May 28 of 2021.

I would also like to tell you of the pride I had as being a city employee. I always tried to do the best possible job out of gratitude for the position I had. When Jeff Davies knocked on our door to say I had the job Sally was as joyful as I was.

I love this city its people. I always tried to put to put my best foot forward and I will always be grateful to say I worked for the City of Grand Rapids

Thank you!

Jim Columbus



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 21-1665 **Version:** 1 **Name:** Consider changing the position title from Network Technician to Assistant IT Director.
Type: Agenda Item **Status:** Administration Department
File created: 2/3/2021 **In control:** City Council
On agenda: 2/8/2021 **Final action:**
Title: Consider changing the position title from Network Technician to Assistant IT Director.
Sponsors:
Indexes:
Code sections:
Attachments: [Assistant IT Director](#)

Date	Ver.	Action By	Action	Result
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Consider changing the position title from Network Technician to Assistant IT Director.

Background Information:

Lasha Karels was hired on June 6, 2011 as Network Technician. During the past 9 1/2 years, Lasha has been working closely with the Director of IT and her position has developed into an assistant position. In researching other cities in Minnesota, and reviewing our organizational chart, it's been found that having an Assistant IT Director would be more appropriate considering her duties and responsibilities.

Erik Scott, Director of IT, has reviewed the current job description for Network Technician as well as Director of IT. He has developed a job description that is similar to that of the Assistant Library Director.

Staff Recommendation:

Lynn DeGrio, Director of Human Resources, is recommending that the attached job description be adopted and Lasha Karels' position be changed from Network Technician to Assistant IT Director. The position would be a Grade 11, which is comparable to the Assistant Library Director.

Requested City Council Action

Make a motion to: (1) adopt the job description for Assistant IT Director; (2) establish the pay grade for Assistant IT Director; (3) change the position title of Lasha Karels from Network Technician to Assistant IT Director, and (4) change Lasha Karels pay from \$30.41 per hour (\$63,262.42 annually) to \$77,499.19 annually effective immediately (2/8/2021).

City of Grand Rapids Job Description

Job Title: Assistant IT Director

Department: Information Technology

FLSA Status: Exempt

Approved By: City Council

Approved Date:

Summary: Provides a wide range of administrative and technical services including assisting with budgeting, purchasing, policy development and planning, installing and configuring hardware and software, performing diagnostics and troubleshooting, providing front-line helpdesk support, maintaining proactive maintenance and replacement plans and any other related work as apparent or assigned. Work is performed under the general direction of the Director of Information Technology.

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

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

- Perform the duties of the IT Director in director's absence at director's discretion, including making purchasing and budgeting decisions.
- Assist the director with yearly budgeting, short and long-term planning and policy development.
- Participate in citywide technology planning and decision-making.
- Maintain comprehensive knowledge of the technical manuals, policies, practices and procedures governing information technology in the public sector.
- Maintain thorough knowledge and competency in installing, maintaining and operating systems including, but not limited to: servers, storage systems, switches, firewalls, networks (wired and wireless), personal computers, computer peripherals, cellular devices, printers and scanners.
- Maintain a thorough knowledge and competency in installing, maintaining and operating voice and video-based telecommunication systems.
- Maintain a thorough knowledge and competency in technology system design, standard programming techniques, file access strategies and documentation procedures.
- Create and maintain system documentation for both IT Department continuity of operations and end user training.
- Perform duties related to protecting the city from data loss. This includes designing, maintaining and operating standard data backups, planned retention and recovery of technology related data.
- Provide technical support for all city departments, employees and officials.
- Maintain a high degree of tact, good judgement and confidentiality at all times.
- Maintain good working relationships with all city departments and employees and maintain open lines of communication with all city employees including staff and elected officials.
- Participate in continuing education opportunities when possible.

Education and/or Experience

Associates/Technical degree in information technology, or related field and considerable experience working in information technology, or equivalent combination of education and experience.

Valid driver's license in the State of Minnesota.

Communications: Excellent verbal and written communication skills. Must have the ability to comprehend and follow complex instructions and procedures and the ability to speak and write English clearly. Must be able to communicate in a professional manner and to read and understand correspondence, memoranda, and directives.

Decision Making: Ability to reason independently through moderately complex situations using good judgment. Must be able to assess problems and situations, anticipate needs and evaluate alternatives. Must have knowledge in the utilization of appropriate resources and the willingness to initiate use of available resource. Ability to manage time and budget effectively.

Interpersonal Relationships: Maintain ability to work effectively with personnel, management and others. Must be consistent in dealing with people. Must be sensitive to others' problems and concerns without direct involvement. Must exclude personal biases from work performance and have the ability to accept criticism and/or discipline. Must have tact and be diplomatic, strive to promote a cooperative atmosphere in the department and have a positive attitude. Must maintain commitment to the organization, willingness to take initiative, dependability, maturity in relationships with others, and self-confidence. Must represent the organization to other agencies, staff, and citizens with a courteous, helpful, accurate, and business-like attitude in all telephone and personal contact. Must have ability to work effectively and respectfully with department heads, elected officials, staff, and other agencies. Ability to work as a team member.

Quality of Work: Must be able to produce quality, accurate work. Must be able to detect and correct errors. Must be able to utilize work time properly and productively. Must have the ability to handle detail, meet deadlines and follow through in the completion of projects.

Technical Knowledge: Must have ability to direct the work of other employees. Must have strong communication skills, both written and verbal, and strong organization and facilitation skills. Ability to utilize computer technology in a windows environment. Ability to perform, research, assemble information and prepare reports and studies. Ability to work effectively under pressure and to competently handle a number of different tasks in a single period of time. Ability to plan and perform duties with only general minimum supervision.

PHYSICAL DEMANDS

This work requires the occasional exertion of up to 50 pounds of force. Work regularly requires standing, walking, speaking or hearing, using hands to finger, handle or feel, stooping, kneeling, crouching or crawling and reaching with hands and arms and occasionally requires sitting, climbing or balancing, pushing or pulling, lifting and repetitive motions. Work requires close vision, ability to adjust focus, depth perception and color perception. Vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels. Work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, assembly or fabrication of parts within arms length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities. Work frequently requires working near moving mechanical parts, exposure to fumes or

airborne particles and exposure to the risk of electrical shock and occasionally requires exposure to outdoor weather conditions and exposure to vibration. Work is generally in a moderately noisy location (e.g. business office, light traffic, datacenter).

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

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

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