



# CITY OF GRAND RAPIDS

## Meeting Agenda Full Detail - Final-revised City Council

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Monday, January 25, 2021

5:00 PM

City Hall Council Chambers

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**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

### 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

**21-1616** Consider approving Council minutes for Monday, January 11, 2021 Regular meeting.  
**Attachments:** [January 11, 2021 Regular Meeting](#)

### VERIFIED CLAIMS

**21-1641** 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.  
**Attachments:** [City Council Bill List 1-25-2021.pdf](#)

### CONSENT AGENDA

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

1. 21-1615 Consider accepting the resignation of Alice Moren from the Human Rights Commission.  
**Attachments:** Alice Moren Resignation
  
2. 21-1619 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.
  
3. 21-1620 Consider approving a Supplemental Letter Agreement (SLA) 2022-1 with SEH related to CP 2022-1, Highway 2 Lighting Project  
**Attachments:** SLA 2022-1 Highway 2 Lighting Project
  
4. 21-1621 Consider approving a Supplemental Letter Agreement (SLA) 2021-2 with SEH related to CP 2021-2, 5th Street SW Reconstruction  
**Attachments:** SLA 2021-2 5th Street SW
  
5. 21-1622 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.  
**Attachments:** Ford SUV marked  
Ford SUV unmarked  
Jeep quote
  
6. 21-1623 Consider approving Change Order 1 related to CP 2015-3, Hwy 2 West Trail  
**Attachments:** SP 129-090-008 CO1
  
7. 21-1624 Consider adopting a resolution approving a loan to the Capital Equipment Fund in the amount of \$424,690.00.  
**Attachments:** 2020 6yr Equip Loan to CIP Fund  
res-Internal loan from 101 to 407
  
8. 21-1626 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.  
**Attachments:** 2021 ASV RT 75

9. 21-1627 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.  
**Attachments:** GRAND RAPIDS CEMETERY RT-65 QUOTE  
JD Quote
10. 21-1631 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.  
**Attachments:** Gear Washer Award Letter Grand Rapids  
Reimb washer Grand Rapids  
Continental EH030-055 Washer  
FD MN State Fire Marshal Gnt Res
11. 21-1632 Consider extending the current Lease Agreement between the City of Grand Rapids and Ray's Sport and Marine  
**Attachments:** Ray's Sport Marine - Lease Agreement
12. 21-1633 Consider approving a professional services agreement with SEH Inc. for services related to the Beacon Relocation Project at the GPZ Airport.  
**Attachments:** GPZ - Final Design & CA 2021 Beacon Relocation
13. 21-1635 Consider extending the current Lease Agreement between the City of Grand Rapids and Wayne's Automotive  
**Attachments:** Piskel Lease final - 2021 update
14. 21-1637 Consider approving a resolution entering into a detour agreement with the State of Minnesota for SP 3104-60 and SP 3105-16  
**Attachments:** 1045891 D1 Unexecuted Detour Agreement Transmittal Memo to CITY of GR/  
2021-01-20 drh signed 1045891 DETOUR GRAND RAPIDS as reviewed
15. 21-1642 Consider a sponsorship agreement between Grand Rapids State Bank and the City related to the IRA Civic Center.  
**Attachments:** 1-15-21 Revised Civic Center Naming Rights Agreement Clean 71513516(1) (0

#### 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

16. 21-1639 Review and acknowledge minutes for Boards and Commissions.  
**Attachments:** [GRPUC Regular Meeting Minutes of November 18, 2020](#)  
[GRPUC Special Meeting Minutes of December 1, 2020, 2020](#)  
[GRPUC Regular Meeting Minutes of December 16, 2020](#)

#### DEPARTMENT HEAD REPORT

17. 21-1640 Grand Rapids Fire Department - Travis Cole, Fire Chief

#### PUBLIC HEARINGS - 5:30 PM

*If you wish to address the Council under Public Hearing, please call 218-327-8833 at the appropriate time during the meeting.*

18. 21-1618 Consider conducting the Public Hearing for CP 2021-2, the 5th Street SW Improvements Project.

#### ENGINEERING\PUBLIC WORKS

19. 21-1591 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.  
**Attachments:** [1-25-21 Resolution CP 2021-2 Order Improvement and Plans and Specs](#)

#### ADJOURNMENT

*NEXT REGULAR MEETING IS SCHEDULED FOR MONDAY, FEBRUARY 8, 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: Lynn DeGrio, Director of Human Resources*



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 21-1616      **Version:** 1      **Name:** Council minutes  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/12/2021      **In control:** City Council  
**On agenda:** 1/25/2021      **Final action:** 1/25/2021  
**Title:** Consider approving Council minutes for Monday, January 11, 2021 Regular meeting.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [January 11, 2021 Regular Meeting](#)

Date	Ver.	Action By	Action	Result
1/25/2021	1	City Council		

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



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council

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Monday, January 11, 2021

5:00 PM

City Hall Council Chambers

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**CALL TO ORDER:** Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, January 11, 2021 at 5:05 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, Erik Scott, Barb Baird*

### MEETING PROTOCOL POLICY

### ORGANIZATIONAL MEETING

A. Consider adopting City Council By-Laws

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

B. Consider designating Mayor Pro-Tem for 2021.

*Michelle Toven*

**A motion was made by Councilor Dale Adams, second by Councilor Rick Blake, to appoint Councilor Michelle Toven as Mayor Pro-Tem for 2021. The motion PASSED by unanimous vote.**

C. Consider the designation of official newspaper for the City of Grand Rapids.

**A motion was made by Councilor Dale Adams, second by Councilor Rick Blake, designating the Grand Rapids Herald Review as the official newspaper for the City of Grand Rapids. The motion PASSED by unanimous vote.**

D. Consider appointing Council representatives to Boards & Commissions.

*Recommendations for appointments included:*

*Park & Rec, & Civic Center Advisory Board - Councilor Adams*  
*GREDA - Councilors Connelly & Blake*  
*HRA- Councilor Toven*  
*Greenway Park & Rec Board - Councilor Adams Alternate: Councilor Connelly*  
*PUC - Councilor Blake*  
*Cable Commission - Councilor Toven Alternate: Councilor Adams*  
*Human Rights Commission - Councilor Connelly*

**A motion was made by Councilor Michelle Toven, second by Councilor Tasha Connelly, to approved appointments as recommended. The motion PASSED by unanimous vote.**

- E. Consider appointing representatives to selected agencies.

*Recommendations for appointments included:*  
*RAMS - Councilor Adams Alternate: Mayor Christy*  
*WMMPB - Councilor Blake*  
*City/County Co-Op - Councilor Connelly & Mayor Christy*  
*Joint Powers Gas Board - Councilor Toven & Mayor Christy*  
*Fire Relief Assoc - Mayor Christy & Finance Director Barb Baird*  
*LMC - Councilor Toven*  
*CGMC - Councilor Blake*  
*ARDC - Councilor Adams*

**A motion was made by Councilor Rick Blake, second by Councilor Michelle Toven, approving appointments as recommended. The motion PASSED by unanimous vote.**

- F. Consider appointing the financial institutions as depository designations for 2021, and delegate the Finance Director or Finance Designee authorization for electronic funds transfers.

**A motion was made by Councilor Dale Adams, second by Councilor Tasha Connelly, appointing financial institutions as depository designations for 2021 and delegate Finance Director or Finance Designee authorization for electronic funds transfers. The motion PASSED by unanimous vote.**

## **PUBLIC FORUM**

*None.*

## **COUNCIL REPORTS**

*Mayor Christy noted that he has been meeting with City Department Heads and preparing for City Administrator Performance Review.*

## **APPROVAL OF MINUTES**

Consider approving Council minutes for Monday, December 21, 2020 Regular meeting.

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

**VERIFIED CLAIMS**

Consider approving the verified claims for the period December 17, 2020 to January 4, 2021 in the total amount of \$700,497.49.

**A motion was made by Councilor Dale Adams, second by Councilor Rick Blake, approving 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 authorizing the Public Works Department to accept the bid for the sale of the 1995 John Deere front end loader to McCoy Construction & Forestry Inc. for \$22,000.00.  
**Approved by consent roll call**
  
2. Consider accepting the resignation from Joshua Adler, Firefighter and promoting Kevin Kubeczko to the position of Firefighter.  
**Approved by consent roll call**
  
3. Consider adopting a resolution accepting a donation of \$100.00 from Morris and Sherry Beighley of Cohasset, MN to the Police Department.  
**Adopted Resolution 21-01 by consent roll call**
  
4. Consider amending the 2020-2021 Public Works part-time winter maintenance employee list.  
**Approved by consent roll call**
  
5. Consider adopting a resolution approving an operating transfer from the Capital Project Fund-2020 Infrastructure Bonds to the Capital Project Fund-Grand Rapids Arts & Culture Projects.  
**Adopted Resolution 21-02 by consent roll call**
  
6. Consider approving computer software agreements for 2021 with Harris Computer Systems for \$25,228.80.  
**Approved by consent roll call**
  
7. Consider hiring seasonal part-time employees in the Parks and Recreation Department.  
**Approved by consent roll call**



8. Consider approving a lease agreement with USS Itasca Clean Energy LLC for a solar lease and easement at the GPZ Airport  
**Approved by consent roll call**
9. Consider approval of a Subordination Agreement with Huso Management, LLC, Kenneth and Pamela Spangler and Woodland Bank.  
**Approved by consent roll call**
10. Consider entering into an Agreement with Grand Itasca Clinic and Hospital for Sports Medicine Services.  
**Approved by consent roll call**
11. Consider amending the City of Grand Rapids Computer/Technology Use Policy.  
**Approved by consent roll call**
12. Consider entering into an agreement with PATROL (Peace Officer Accredited Training Online) and the League of Minnesota Cities Insurance Trust (LMCIT) for 2021, which will be automatically renewed each year on January 1.  
**Approved by consent roll call**
13. Consider approving a new 3.2 Malt Liquor License and On-Sale Wine license with authorization for strong beer for King's Mongolian Grill, license to expire December 31, 2021.  
**Approved by consent roll call**
14. Consider a Conflict of Interest Disclosure Form related to State Bond funds received for the IRA Civic Center Project.  
**Approved by consent roll call**
15. Consider approval of a resolution and Special Appropriation Grant Application for the IRA Civic Center Project.  
**Adopted Resolution 21-03 by consent roll call**

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

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

**ACKNOWLEDGE BOARDS & COMMISSIONS**


16. Review and acknowledge minutes for Boards & Commissions.

**Acknowledge Boards and Commissions**

**ADJOURNMENT**

A motion was made by Councilor Tasha Connelly, second by Councilor Rick Blake, to adjourn the meeting at 5:23 PM. The motion PASSED by unanimous vote.

*Respectfully submitted:*

  
Kimberly Gibeau, City Clerk



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 21-1641      **Version:** 1      **Name:** VERIFIED CLAIMS  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/22/2021      **In control:** City Council  
**On agenda:** 1/25/2021      **Final action:** 1/25/2021

**Title:** 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.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [City Council Bill List 1-25-2021.pdf](#)

Date	Ver.	Action By	Action	Result
1/25/2021	1	City Council		

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.

**Requested City Council Action**

Make a motion 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.

DATE: 01/22/2021  
 TIME: 09:33:53  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/25/2021

VENDOR #	NAME	AMOUNT DUE
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GENERAL FUND		
1201600	CITY OF LAPRAIRIE	481.62
	TOTAL	481.62
CITY WIDE		
1900225	SEH	768.00
	TOTAL CITY WIDE	768.00
SPECIAL PROJECTS-NON BUDGETED		
1105530	KENNEDY & GRAVEN	262.50
	TOTAL SPECIAL PROJECTS-NON BUDGETED	262.50
ADMINISTRATION		
1215630	LOREN SOLBERG CONSULTING, LLC	1,600.00
1301020	MADDEN GALANTER HANSEN, LLP	1,887.37
1920065	STAR TRIBUNE	595.92
	TOTAL ADMINISTRATION	4,083.29
BUILDING MAINTENANCE-CITY HALL		
0118100	ARAMARK UNIFORM & CAREER	52.90
0315455	COLE HARDWARE INC	41.82
0514200	ESC SYSTEMS SOUND & LIFE SAFE	678.00
0920060	ITASCA COUNTY TREASURER	99.48
1601753	PAULS LOCKS AND KEYS LLC	5,236.40
	TOTAL BUILDING MAINTENANCE-CITY HALL	6,108.60
COMMUNITY DEVELOPMENT		
0113235	AMERICAN PLANNING ASSOCIATION	308.00
0920060	ITASCA COUNTY TREASURER	72.55
	TOTAL COMMUNITY DEVELOPMENT	380.55
COUNCIL/COMMISSION/BOARDS		
1309275	LEAGUE OF MINNESOTA CITIES	30.00
	TOTAL COUNCIL/COMMISSION/BOARDS	30.00

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/25/2021

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FINANCE		
0715814	GOVERNMENT FINANCE OFFICERS	65.00
	TOTAL FINANCE	65.00
FIRE		
0401804	DAVIS OIL INC	407.61
0601346	FAIRVIEW HEALTH SERVICES	2,597.40
0920060	ITASCA COUNTY TREASURER	20.29
	TOTAL FIRE	3,025.30
INFORMATION TECHNOLOGY		
0805450	HELPSYSTEMS,LLC	131.32
1600200	PDQ.COM CORP	900.00
1915248	SHI INTERNATIONAL CORP	496.00
	TOTAL INFORMATION TECHNOLOGY	1,527.32
PUBLIC WORKS		
0100046	ASV HOLDINGS INC	1,273.13
0102525	ABNER SALES LP	50.80
0103325	ACHESON TIRE INC	25.00
0112450	ALL FLAGS, LLC	425.25
0120725	ATTACHMENTS DIRECT LLC	463.36
0121721	AUTO VALUE - GRAND RAPIDS	3.49
0215900	BOYER FORD TRUCKS INC.	58.97
0221650	BURGGRAF'S ACE HARDWARE	50.63
0301655	CARGILL INCORPORATED	3,345.43
0301685	CARQUEST AUTO PARTS	495.67
0315455	COLE HARDWARE INC	167.87
0401804	DAVIS OIL INC	3,544.71
0601690	FASTENAL COMPANY	480.47
0800040	H & L MESABI	810.80
0801836	HAWKINSON SAND & GRAVEL	497.57
0920060	ITASCA COUNTY TREASURER	635.46
1209735	LITTLE FALLS MACHINE INC	1,633.31
1301026	MAIN STREET DESIGN INC	663.51
1301213	MARTIN'S SNOWPLOW & EQUIP	509.50
1415030	NAPA SUPPLY OF GRAND RAPIDS	12.59
1415545	NORTHLAND LAWN & SPORT, LLC	1,925.93
1421155	NUCH'S IN THE CORNER	126.00
1503150	OCCUPATIONAL DEVELOPMENT CTR	2,915.00
1813125	RMB ENVIRONMENTAL	60.00

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/25/2021

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
1900225	SEH	1,882.50
2000522	TNT CONSTRUCTION GROUP, LLC	155.00
2209421	VIKING ELECTRIC SUPPLY INC	219.62
TOTAL PUBLIC WORKS		22,431.57
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	435.97
0315455	COLE HARDWARE INC	18.62
1605740	PETROCHOICE HOLDINGS INC	1,287.17
1801615	RAPIDS WELDING SUPPLY INC	22.53
TOTAL FLEET MAINTENANCE		1,764.29
POLICE		
0103325	ACHESON TIRE INC	50.00
0215755	BOUND TREE MEDICAL LLC	171.66
0301685	CARQUEST AUTO PARTS	694.58
0524225	EXECUTIVE DISTRIBUTORS	889.00
0920060	ITASCA COUNTY TREASURER	2,287.75
1301025	MAKI BODY & GLASS	478.07
TOTAL POLICE		4,571.06
CENTRAL SCHOOL		
0221650	BURGGRAF'S ACE HARDWARE	0.00
0315455	COLE HARDWARE INC	42.99
1801555	RAPID PEST CONTROL INC	63.25
TOTAL		106.24
AIRPORT		
0301685	CARQUEST AUTO PARTS	3.32
0315455	COLE HARDWARE INC	31.95
0920060	ITASCA COUNTY TREASURER	101.88
1301015	MACQUEEN EQUIPMENT INC	1,582.64
1601753	PAULS LOCKS AND KEYS LLC	104.00
TOTAL		1,823.79

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/25/2021

VENDOR #	NAME	AMOUNT DUE
CIVIC CENTER		
GENERAL ADMINISTRATION		
0118100	ARAMARK UNIFORM & CAREER	105.91
0221650	BURGGRAF'S ACE HARDWARE	25.04
0920060	ITASCA COUNTY TREASURER	31.00
1200500	L&M SUPPLY	30.36
1901535	SANDSTROM'S INC	248.65
2000522	TNT CONSTRUCTION GROUP, LLC	2,805.00
TOTAL GENERAL ADMINISTRATION		3,245.96
STATE HAZ-MAT RESPONSE TEAM		
0920060	ITASCA COUNTY TREASURER	30.03
TOTAL		30.03
CEMETERY		
0112450	ALL FLAGS, LLC	43.70
0221650	BURGGRAF'S ACE HARDWARE	85.68
0920060	ITASCA COUNTY TREASURER	38.30
TOTAL		167.68
DOMESTIC ANIMAL CONTROL FAC		
0118100	ARAMARK UNIFORM & CAREER	30.00
0920060	ITASCA COUNTY TREASURER	36.16
TOTAL		66.16
GO RFDG BONDS 2017B		
2100265	U.S. BANK	504,337.50
TOTAL		504,337.50
GO ST RECON & CIP 2018A		
2100265	U.S. BANK	143,618.75
TOTAL		143,618.75

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 01/25/2021

VENDOR #	NAME	AMOUNT DUE
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GO & ABATEMENT BOND 2019A		
2100265	U.S. BANK	90,015.00
	TOTAL	90,015.00
GO IMP BONDS 2009C		
2305447	WELLS FARGO BANK NA	369,503.75
	TOTAL	369,503.75
GO IMP, CIP & REFUNDING 2010A		
2305447	WELLS FARGO BANK NA	66,256.25
	TOTAL	66,256.25
GO IMP & RFNDING BONDS 2011B		
2305447	WELLS FARGO BANK NA	77,223.75
	TOTAL	77,223.75
GO IMPROVEMENT BONDS 2012A		
2305447	WELLS FARGO BANK NA	162,738.75
	TOTAL	162,738.75
GO IMP REFNDING BONDS-2013A		
2305447	WELLS FARGO BANK NA	176,181.25
	TOTAL	176,181.25
GO IMPRV RECONST BONDS 2013B		
2100265	U.S. BANK	301,693.75
	TOTAL	301,693.75



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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 01/25/2021

VENDOR #	NAME	AMOUNT DUE
-----		
GO IMP BONDS 2014A		
2100265	U.S. BANK	226,205.00
	TOTAL	226,205.00
GO IMPRV RECONST BONDS 2016A		
2100265	U.S. BANK	153,280.00
	TOTAL	153,280.00
GO IMPRV RECONST BONDS 2017A		
2100265	U.S. BANK	155,337.50
	TOTAL	155,337.50
1ST AVE CONDO ABATEMENT		
0100000	1ST AVE CONDOMINIUMS LLC	22,704.13
	TOTAL	22,704.13
TIF 1-8 LAKEWOOD APTS		
1201450	LAKWOOD HEIGHTS	15,947.96
	TOTAL	15,947.96
TIF 1-7 BLK 37 REDEVELOPMENT		
0718070	GRAND RAPIDS STATE BANK	7,546.46
	TOTAL	7,546.46
TIF 1-6 OLD HOSP HSING PAYGO		
0717989	GRAND PLAZA HOUSING	13,668.35
	TOTAL	13,668.35

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 01/25/2021

VENDOR #	NAME	AMOUNT DUE
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TIF 1-10 RIVER HILLS APT		
1809793	RIVER HILLS OF GR, LLC	28,108.52
	TOTAL	28,108.52
GENERAL CAPITAL IMPRV PROJECTS		
T000676	NORTH HOMES INC	228,385.00
	TOTAL	228,385.00
2019 INFRASTRUCTURE BONDS		
2019-1 GLF COURSE RD UTIL EXT		
1900225	SEH	220.00
	TOTAL 2019-1 GLF COURSE RD UTIL EXT	220.00
2020 INFRASTRUCTURE BONDS		
2019 STREET IMP PROJECT		
1900225	SEH	2,550.00
	TOTAL 2019 STREET IMP PROJECT	2,550.00
2021 INFRASTRUCTURE BONDS		
CP2020/FD-1 NEW FIRE HALL		
0218115	BRAUN INTERTEC CORPORATION	4,922.50
0718010	CITY OF GRAND RAPIDS	20,306.50
2000522	TNT CONSTRUCTION GROUP, LLC	187,907.42
	TOTAL CP2020/FD-1 NEW FIRE HALL	213,136.42
2015-3 HIGHWAY 2 WEST TRAIL		
1900225	SEH	5,661.00
	TOTAL 2015-3 HIGHWAY 2 WEST TRAIL	5,661.00
STORM WATER UTILITY		
0301685	CARQUEST AUTO PARTS	55.43
0401804	DAVIS OIL INC	2,374.75
0801836	HAWKINSON SAND & GRAVEL	1,576.42

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 01/25/2021

VENDOR #	NAME	AMOUNT DUE
-----		
STORM WATER UTILITY		
0920060	ITASCA COUNTY TREASURER	243.29
	TOTAL	4,249.89
TOTAL UNPAID TO BE APPROVED IN THE SUM OF: \$3,019,507.94		
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T MOBILITY	3,790.93
0113105	AMAZON CAPITAL SERVICES	419.03
0114213	STEVE ANDERSON	250.00
0201356	BRUCE BAIRD	250.00
0201750	EVERETT BAUMGARNER	250.00
0205225	ANTHONY BEER	250.00
0218359	MARTY BRINK	250.00
0218755	CHARLES BRUEMMER	500.00
0301650	JEFF CARLSON	925.00
0305530	CENTURYLINK QC	259.00
0315470	JAMES COLUMBUS	250.00
0315543	CONSTELLATION NEWENERGY -GAS	2,992.21
0409655	TIMOTHY DIRKES	925.00
0504615	JUSTIN EDMUNDSON	925.00
0609700	CARL EDWARD FISCHER	250.00
0718015	GRAND RAPIDS CITY PAYROLL	248,686.27
0718070	GRAND RAPIDS STATE BANK	25.00
0815440	HOLIDAY STATIONSTORES LLC	192.50
0815545	LARRY HOOPMAN	250.00
0914295	JEFFREY INGLE	149.50
0920020	ITASCA COMMUNITY COLLEGE	143,133.31
1015342	SCOTT JOHNSON	638.40
1205105	GREG LEASE	925.00
1221520	SHERRIE LUNDQUIST	250.00
1301146	MARCO TECHNOLOGIES, LLC	678.60
1301262	BRIAN MATTSON	925.00
1303352	MICHAEL J. MCINERNEY	250.00
1305046	MEDIACOM LLC	160.00
1309098	MINNESOTA MN IT SERVICES	439.88
1309113	MINNESOTA DEPT OF AGRICULTURE	160.00
1309199	MINNESOTA ENERGY RESOURCES	18.00
1309256	MN MANAGEMENT & BUDGET	3,500.00
1309289	MN POLLUTION CONTROL AGENCY	937.93
1309332	MN STATE RETIREMENT SYSTEM	3,144.00
1309335	MINNESOTA REVENUE	87.85
1309357	STATE OF MINNESOTA	64.00
1315295	CHAD MOEN	250.00
1315630	ASHLEY MORAN	925.00
1315650	ANDY MORGAN	925.00

DATE: 01/22/2021  
 TIME: 09:33:53  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 9

INVOICES DUE ON/BEFORE 01/25/2021

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1315665	KELLY MORRIS	250.00
1325445	RANDY MYHRER	500.00
1405435	JEREMY NELSON	940.00
1405850	NEXTERA COMMUNICATIONS LLC	457.54
1415026	MICHELLE NORRIS	925.00
1502645	GARY O'BRIEN	925.00
1516220	OPERATING ENGINEERS LOCAL #49	109,854.00
1518550	MATTHEW O'ROURKE	925.00
1520720	KEVIN OTT	925.00
1601305	THOMAS J. PAGEL	1,023.09
1609561	PIONEER TELEPHONE	10.72
1615500	SHAUN POMPLUN	925.00
1621130	P.U.C.	24,124.20
1801503	MICHAEL RANDALL	250.00
1815225	JEFF DAVID ROERICK	925.00
1901820	WILLIAM SAW	925.00
1903557	TROY SCOTT	925.00
1909500	TONY SIMONSON	250.00
1913344	HEATH SMITH	925.00
1915523	SETH SONDROL	250.00
1920231	ROBERT STEIN	925.00
2000100	TASC	30.60
2000490	TDS Metrocom	574.40
2100265	U.S. BANK	450.00
2209665	VISA	4,128.98
2209705	VISIT GRAND RAPIDS INC	10,863.45
2301700	WM CORPORATE SERVICES, INC	1,936.47
2305300	MATTHEW WEGWERTH	172.50
2309452	JEFF ERIK WILSON	250.00
2309538	ALLEN WINDT	250.00

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:\$585,017.36

TOTAL ALL DEPARTMENTS \$3,604,525.30



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 21-1615      **Version:** 1      **Name:** Human Rights Resignation  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/11/2021      **In control:** City Council  
**On agenda:** 1/25/2021      **Final action:** 1/25/2021  
**Title:** Consider accepting the resignation of Alice Moren from the Human Rights Commission.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Alice Moren Resignation](#)

Date	Ver.	Action By	Action	Result
1/25/2021	1	City Council		

Consider accepting the resignation of Alice Moren from the Human Rights Commission.

**Background Information:**

Alice Moren is currently serving a term set to expire March 1, 2021. Her resignation is attached.

**Staff Recommendation:**

Accept resignation.

**Requested City Council Action**

Make a motion accepting the resignation of Alice Moren from the Human Rights Commission.

**From:** Alice Moren <[alzeb@hotmail.com](mailto:alzeb@hotmail.com)>

**Sent:** Monday, January 11, 2021 11:55 AM

**To:** Janell Hecimovich <[jhecimovich@ci.grand-rapids.mn.us](mailto:jhecimovich@ci.grand-rapids.mn.us)>; Chad Sterle <[csterle@sterlelaw.com](mailto:csterle@sterlelaw.com)>;

Tom Pagel <[tpagel@ci.grand-rapids.mn.us](mailto:tpagel@ci.grand-rapids.mn.us)>; Lea Friesen <[lea.friesen@gmail.com](mailto:lea.friesen@gmail.com)>

**Subject:** Human Rights Commission

1-11-2021

Grand Rapids City Administration,

Please accept this notice as my formal resignation from the Grand Rapids Human Rights Commission. Thank you for the opportunity to serve in this capacity since April of 2015.

Recognizing and preventing discrimination and inequalities in the daily life of the community, as stated in the commission's purpose, remains vital to our community.

Respectfully,

Alice Moren

[alzeb@hotmail.com](mailto:alzeb@hotmail.com)

218-259-3796



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 21-1619      **Version:** 1      **Name:** 2021 PW Solicit quotes for mower, pick-up and groomer  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/14/2021      **In control:** City Council  
**On agenda:** 1/25/2021      **Final action:** 1/25/2021  
**Title:** 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.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
1/25/2021	1	City Council		

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.

### **Background Information:**

The State of Minnesota's Office of State Procurement established a Minnesota Statute that allows eligible entities to purchase goods and contracts called the Minnesota Cooperative Purchasing Venture (CPV). The City of Grand Rapids has been an eligible partner of the CPV since the year 2000. The equipment that Public Works is requesting to create specifications and solicit quotes for will replace the aging equipment.

The new large surface mower will replace the 2006 Toro Grounds Master.

The new pick-up truck will be a dual axle, four wheel drive pick-up truck with dump box, drop side rails and snow plow attachments. This vehicle will replace the 2004 Ford pick-up.

The new ball field groomer will replace the current groomer that was purchased in 1997.

### **Staff Recommendation:**

Matt Wegwerth, Public Works Director, recommends creating specifications and soliciting 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.

### **Requested City Council Action**

Make a motion to approve the Public Works Department's request to create specifications and solicit a 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.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 21-1620      **Version:** 1      **Name:** CP 2022-1 SLA Design and Construction  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/14/2021      **In control:** City Council  
**On agenda:** 1/25/2021      **Final action:** 1/25/2021  
**Title:** Consider approving a Supplemental Letter Agreement (SLA) 2022-1 with SEH related to CP 2022-1, Highway 2 Lighting Project

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [SLA 2022-1 Highway 2 Lighting Project](#)

Date	Ver.	Action By	Action	Result
1/25/2021	1	City Council		

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

**Background Information:**

CP 2022-1, Highway 2 Lighting Project, involves the replacement of 28 street lighting units along Trunk Highway 2, between 3rd Avenue NW and 12th Avenue NW. The City has secured Local Partnership Program funds capped at \$500,000. The attached SLA is for design and construction administration and is based on the current construction estimate of \$308,000.

Design (8%) - \$24,640  
Construction (8.5%) - \$26,180  
Misc. Services - \$5,000

Total SLA estimated at \$55,820

The SLA is in accordance with the Master Services agreement.

**Staff Recommendation:**

City staff is recommending approval of SLA 2022-1 with SEH related to CP 2022-1, Highway 2 Lighting Project

**Requested City Council Action**

Make a motion approving SLA 2022-1 with SEH related to CP 2022-1, Highway 2 Lighting Project



# Supplemental Letter Agreement No. 2022-1

January 25, 2021

Mayor Christy  
City of Grand Rapids  
420 NE 4<sup>th</sup> Street  
Grand Rapids, MN 55744

RE: Highway 2 Lighting Project  
City Project 2022-1  
SLA for Design and Construction Administration

Dear Mayor Christy,

City Project 2022-1 involves the replacement of 28 street lighting units adjacent to US Highway 2 between 3<sup>rd</sup> Avenue NW and 12<sup>th</sup> Avenue NW. The City has secured Local Partnership Program Funds capped at \$500,000 for this project. These funds are managed by the Minnesota Department of Transportation and require state and federal documentation.

The City Engineer has requested that we prepare this Supplemental Letter Agreement (SLA) for design and construction administration of all of these improvements for your consideration. Our estimated work scope and fee for this project are listed below and are in accordance with the Master Engineering Services Agreement that is in place between the City of Grand Rapids and Short Elliott Hendrickson Inc. (SEH).

## **Design**

Short Elliott Hendrickson (SEH) will perform engineering tasks as required to design the listed city projects. This includes topographic survey, design of proposed infrastructure, preparation of required permits and paperwork for necessary agencies (excluding wetland permitting), specification preparation, bidding documents, answer questions during bidding phase, bid opening, tabulation of bids, and letter of recommendation based on bids.

## **Construction Administration**

SEH will complete construction engineering, full time resident project representation, pay estimate preparation, agency documentation, prevailing wage review, as-built record drawings in electronic format, and documentation of any work related to these tasks.

## **Miscellaneous Services**

SEH will coordinate any additional activities outside of the scope of Design and Construction Administration as requested by The City Engineer.

**SEH Work Scope**

The services included in this SLA are for design services as listed in the Master Agreement in place between the City and SEH.

**Proposed Project Schedule**

Council considers approval of this SLA	January 25, 2021
Council orders preparation of plans and specifications	January 25, 2021
Council approves plans and specifications and authorizes bid (based on approval of plans by MnDOT)	February/March 2022
Advertise in Herald Review (GR – official newspaper)	February/March 2022
Bid opening	March 2022
Council considers award of contract	April/May 2022
Construction – (assuming permits are approved)	May 2022
Substantial completion	November 2022

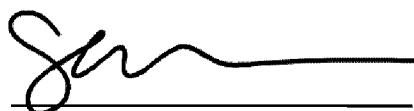
**Fee Schedule**

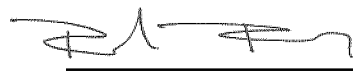
The fee for design will be as listed in the Master Engineering Services Contract with MSAS requirements (design fee = 8.0% of low construction bid, construction fee = 8.5% of actual project cost). The current construction estimate for this work is \$308,000 which equates to an estimated design fee of \$24,640.00 and an estimated construction fee of \$26,180 for a total estimated fee of \$50,820.00.

The fees for the miscellaneous services are listed in the Master Engineering Services Contract (hourly work as shown in Exhibit “B”). The estimated fee for this work is \$5,000.00.

We look forward to working with you on this project. If this SLA is acceptable, please sign in the space provided and return a copy to us. We will then begin work immediately. Please contact us if you have any questions regarding this supplemental letter agreement.

Sincerely,  
Short Elliott Hendrickson Inc.

  
 \_\_\_\_\_  
 Sara Christenson, PE (Lic. MN)      01.25.2021  
 Client Service Manager/Project Manager      Date

  
 \_\_\_\_\_  
 Robert J. Beaver, PE      01.25.2021  
 Office Manager/Principal      Date

**City of Grand Rapids Authorization:**

\_\_\_\_\_  
Kim Johnson-Gibeau  
City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dale Christy  
Mayor of Grand Rapids

\_\_\_\_\_  
Date

C: SEH contract file

X:\FJ\G\GRANR\Common\SLA and Proposals\Highway 2 Lighting\SLA 2022-1 Highway 2 Lighting Project.docx



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 21-1621      **Version:** 1      **Name:** CP 2021-2 SLA Design and Construction  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/14/2021      **In control:** City Council  
**On agenda:** 1/25/2021      **Final action:** 1/25/2021  
**Title:** Consider approving a Supplemental Letter Agreement (SLA) 2021-2 with SEH related to CP 2021-2, 5th Street SW Reconstruction

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [SLA 2021-2 5th Street SW](#)

Date	Ver.	Action By	Action	Result
1/25/2021	1	City Council		

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

**Background Information:**

CP 2021-2, 5th Street SW Reconstruction, involves the reconstruction of street and storm sewer on 5th Street SW, between 10th Avenue SW to 11th Avenue SW. The attached SLA is for design and construction administration and is based on the current construction estimate of \$300,000.

Design (7%) - \$21,000  
Construction (7.5%) - \$22,500  
Misc. Services - \$5,000

Total SLA estimated at \$48,500

The SLA is in accordance with the Master Services agreement.

**Staff Recommendation:**

City staff is recommending approval of SLA 2021-2 with SEH related to CP 2021-2, 5th Street SW Reconstruction

**Requested City Council Action**

Make a motion approving SLA 2021-2 with SEH related to CP 2021-2, 5th Street SW Reconstruction

# Supplemental Letter Agreement No. 2021-2

January 25, 2021

Mayor Christy  
City of Grand Rapids  
420 NE 4<sup>th</sup> Street  
Grand Rapids, MN 55744

RE: 5th Street SW  
City Project 2021-2  
SLA for Design and Construction Administration

Dear Mayor Christy,

City Project 2021-2 involves the street reconstruction and new storm water infrastructure along 5th Street SW from 10th Avenue SW to 11th Avenue SW.

The City Engineer has requested that we prepare this Supplemental Letter Agreement (SLA) for design and construction administration of all of these improvements for your consideration. Our estimated work scope and fee for this project is listed below and are in accordance with the Master Engineering Services Agreement that is in place between the City of Grand Rapids and Short Elliott Hendrickson, Incorporated (SEH).

## **Design**

Short Elliott Hendrickson (SEH) will perform engineering tasks as required to design the listed city projects. This includes topographic survey, design of proposed infrastructure, preparation of required permits and paperwork for necessary agencies (excluding wetland permitting), specification preparation, bidding documents, answer questions during bidding phase, bid opening, tabulation of bids, and letter of recommendation based on bids.

## **Construction Administration**

SEH will complete construction engineering, full time resident project representation, pay estimate preparation, agency documentation, prevailing wage review, as-built record drawings in electronic format, and documentation of any work related to these tasks.

## **Miscellaneous Services**

SEH will coordinate any additional activities outside of the scope of Design and Construction Administration as requested by The City Engineer.

**SEH Work Scope**

The services included in this SLA are for design and construction services as listed in the Master Agreement in place between the City and SEH.

**Project Schedule**

Council considers approval of this SLA	January 25, 2021
Council orders preparation of plans and specifications	January 25, 2021
Council approves plans and specifications and authorizes bid	February/March 2021
Advertise in Herald Review (GR – official newspaper)	March 2021
Bid opening	April 2021
Council considers award of contract	April/May 2021
Construction	May 2021
Substantial completion	August 2021
Final assessments	October 2021

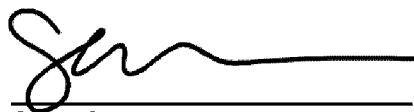
**Fee Schedule**


The fees for design and construction will be as listed in the Master Engineering Services Contract for a Reconstruction Project (design fee = 7.0% of low construction bid and a construction fee = 7.5% of actual construction cost). The current construction estimate for this design is \$300,000, which equates to an estimated SEH design fee of \$21,000.00 and an estimated SEH construction fee of \$22,500.00.

The fees for the miscellaneous services are listed in the Master Engineering Services Contract (hourly work as shown in Exhibit “B”). The estimated fee for this work is \$5,000.00.

We look forward to working with you on this project. If this SLA is acceptable, please sign in the space provided and return a copy to us. We will then begin work immediately. Please contact us if you have any questions regarding this supplemental letter agreement.

Sincerely,  
Short Elliott Hendrickson Inc.

  
 \_\_\_\_\_  
 Sara Christenson, PE (Lic. MN)      01.25.2021  
 Client Service Manager/Project Manager      Date

  
 \_\_\_\_\_  
 Robert J. Beaver, PE      01.25.2021  
 Office Manager/Principal      Date

**City of Grand Rapids Authorization:**

\_\_\_\_\_  
 Kim Johnson-Gibeau      \_\_\_\_\_  
 City Clerk      Date

\_\_\_\_\_  
 Dale Christy      \_\_\_\_\_  
 Mayor of Grand Rapids      Date



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 21-1622      **Version:** 1      **Name:** 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.

**Type:** Agenda Item      **Status:** Passed

**File created:** 1/14/2021      **In control:** City Council

**On agenda:** 1/25/2021      **Final action:** 1/25/2021

**Title:** 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.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Ford SUV marked](#)  
[Ford SUV unmarked](#)  
[Jeep quote](#)

Date	Ver.	Action By	Action	Result
1/25/2021	1	City Council		

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.

**Background Information:**

At the October 26, 2020 city council meeting, the city council authorized the police department to solicit bids for two Ford Police SUV's and one Jeep Grand Cherokee to replace three police department vehicles. I solicited bids from the dealership who holds the state bid price for the 2021 Ford Police Interceptor Utility SUV's and a bid from our local Ford dealer Dondelinger Ford of Grand Rapids. Dondelinger Ford came back as the low bidder. I also solicited bids from the dealership who holds the state bid for the 2021 Jeeps and from our local Jeep dealer. Lake Woods Jeep of Grand Rapids came in slightly higher than the state bid (\$636.00)

The police department would like to purchase two (2) 2021 Ford Police Interceptor Utility (SUV) patrol vehicles and one (1) 2021 Jeep Grand Cherokee; these vehicles will be replacing a 2009 Dodge Charger (projected mileage 125,500), 2007 Chevrolet Impala (projected mileage 123,000) and a 2005 Jeep Grand Cherokee (projected mileage 132,500). The cost of the three vehicles not including applicable fees and taxes is \$102,629.00. The total cost of the three squad cars including fees, taxes and equipment will not exceed \$141,000.00.

After conferring with the Public Works Department, which maintains City vehicles, the Police Department included in the 2021 CIP budget, funds to replace one high mileage marked police squad car and the two police investigator unmarked squad cars. The budgeted amount, contained within the CIP budget, includes the purchase of three squad cars, removal of the equipment from the current squad cars, placing the useable equipment in the new squad cars, purchase of certain replacement emergency equipment that has reached its life expectancy such as light bars, siren and a radar unit or what will not fit into the new brand/model of squad car such as a protective screen.

**Staff Recommendation:**

Consider a request by the Police Department to purchase and approve payment for two 2021 Ford Police Interceptor Utility SUV's from Dondelinger Ford of Grand Rapids in the amount of \$72,952.00 not including applicable fees and taxes, and one 2021 Jeep Grand Cherokee from Lake Woods Chrysler of Grand Rapids for \$29,677 not including applicable fees and taxes.

**Requested City Council Action**

Make a motion to consider a request by the Police Department to purchase and approve payment for two 2021 Ford Police Interceptor Utility SUV's from Dondelinger Ford of Grand Rapids in the amount of \$72,952.00 not including applicable fees and taxes, and one 2021 Jeep Grand Cherokee from Lake Woods Chrysler of Grand Rapids for \$29,677 not including applicable fees and taxes.

# **DONDELINGER FORD**

1510 POKEGAMA AVE SOUTH GRAND RAPIDS MN PH 218-326-0551

[gselisker@dondelingerauto.com](mailto:gselisker@dondelingerauto.com)

**December 14, 2020**

**RE: Pricing on 2021 Ford Police Inter. Marked  
as attached /Order out/Possible inbound April/May**

## **Your Cost**

**2021 Retail Cost                    \$43005**

**Fleet Rebate/Discounts        -\$6286**

**TOTAL COST                    \$36719** (plus tt&l)

**Greg Selisker   #218-829-4787   cell #218-839-8196**



# DONDELINGER FORD

1510 POKEGAMA AVE SOUTH GRAND RAPIDS MN PH 218-326-0551

[gselisker@dondelingerauto.com](mailto:gselisker@dondelingerauto.com)

**December 14, 2020**

**RE: Pricing on 2021 Ford Police Inter. Unmarked  
as attached /Order out/Possible inbound April/May**

## Your Cost

**2021 Retail Cost \$42525**

**Fleet Rebate/Discounts -\$6292**

**TOTAL COST \$36233 (plus tt&I)**

**Greg Selisker #218-829-4787 cell #218-839-8196**

LAKE WOODS CHRYSLER DODGE JEEP RAM  
 815 NW 4TH STREET  
 GRAND RAPIDS, MN 557442304

Configuration Preview

Date Printed: 2021-01-13 11:49 AM VIN: Quantity: 1  
 Estimated Ship Date: VON: Status: BA - Pending order  
 FAN 1: 49700 CITY OF GRAND RAPIDS, MINNESOT  
 FAN 2:  
 Client Code:  
 Bid Number: TB1072  
 PO Number:

Sold to: LAKE WOODS CHRYSLER DODGE JEEP RAM (26879)  
 815 NW 4TH STREET  
 GRAND RAPIDS, MN 557442304

Ship to: LAKE WOODS CHRYSLER DODGE JEEP RAM (26879)  
 815 NW 4TH STREET  
 GRAND RAPIDS, MN 557442304

Vehicle: 2021 GRAND CHEROKEE LAREDO 4X4 (WKJH74)

	Sales Code	Description	MSRP(USD)
Model:	WKJH74	GRAND CHEROKEE LAREDO 4X4	34,650
Package:	2BE	Customer Preferred Package 2BE	1,550
	ERC	3.6L V6 24V VVT Engine Upg 1 w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Saat/Trim:	PAU	Granite Crystal Met. Clear Coat	245
	APA	Monotone Paint	0
	*A5	Cloth Bucket Seats	0
	-XL	Black/Lt Frost Beige	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	MRU	Mopar Black Tubular Side Steps	700
	AVT	All Weather Trail Rated Package	1,695
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	174	Zone 74-Denver	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB1072	Government Incentives	0
Discounts:	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			1,495

Total Price: 40,335.

Order Type: Fleet  
 Scheduling Priority: 1-Sold Order  
 Salesperson:  
 Customer Name:  
 Customer Address: USA

*Your price with  
 Concessions & Discounts*

\$ **29,677** plus any applicable fees

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 21-1623      **Version:** 1      **Name:** CP 2015-3 Change Order 1  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/14/2021      **In control:** City Council  
**On agenda:** 1/25/2021      **Final action:** 1/25/2021  
**Title:** Consider approving Change Order 1 related to CP 2015-3, Hwy 2 West Trail  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [SP 129-090-008 CO1](#)

Date	Ver.	Action By	Action	Result
1/25/2021	1	City Council		

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

**Background Information:**

Change order 1 includes adjustments to the privacy fencing for the project. Total change order amount is \$3,464.00

**Staff Recommendation:**

Public Works Director / City Engineer, Matt Wegwerth, recommends approving Change Order 1 related to CP 2015-3, Hwy 2 West Trail in the amount of \$3,464.00.

**Requested City Council Action**

Make a motion approving Change Order 1 related to CP 2015-3, Hwy 2 West Trail in the amount of \$3,464.00.



**STATE AID FOR LOCAL TRANSPORTATION  
CHANGE ORDER**

Rev. February 2018

SP/SAP(s)	GRANR 152638	MN Project No.:	SP 129-090-008	Change Order No.	1
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Project Location FROM THE JUNCTION OF CSAH 63/US HWY 2 TO THE JUNCTION OF NW 5TH STREET/NW 17TH AVENUE IN THE CITY OF GRAND RAPIDS MN.  
 Local Agency City of Grand Rapids Local Project No. GRANR 152638  
 Contractor TNT Construction Group, LLC Contract No. C.P. 2015-3 / SP 129-  
 Address/City/State/Zip 40 County Road 63 / Grand Rapids / MN / 55744  
**Total Change Order Amount \$ 3,464.00**

The Engineer has determined that Almond Color will be used in place of Line Item 2557.603: Fence Design Special.

Resolution: In accordance with Mn/DOT Specification 1605: Substitution of Materials, the Engineer has determined that the Almond Color Fence Design Special meets or exceed specification for this Project. Payment will be made under item 2557.603: Fence Design Special.

Estimate Of Cost: (Include any increases or decreases in contract items; any negotiated or force account items.)						
**Group/funding Category	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
PARTICIPATING/TRAIL-HWY 2/TRAIL	557.603	FENCE DESIGN SPECIAL	LIN FT	\$133.90	160	\$21,424.00
PARTICIPATING/TRAIL-HWY 2/TRAIL	2557.603	FENCE DESIGN SPECIAL	LIN FT	(\$112.25)	160	(\$17,960.00)
<b>Net Change this Change Order</b>						<b>\$3,464.00</b>

**\*\*Group/funding category is required for federal aid projects**

Due to this change, the contract time: (check one)	
<input checked="" type="checkbox"/> ( x ) Is NOT changed	<input type="checkbox"/> ( ) May be revised as provided in MnDOT Specification 1806
Number of Working Days Affected by this Contract Change: 0	Number of Calendar Days Affected by this Contract Change: 0

Approved by Project Engineer:  Date: 1/14/2021  
 Print Name: Matt Wegwerth Phone: 218.326.7625  
 Approved by Contractor:  Date: 1/13/2021  
 Print Name: Dominic Ellison Phone: 218-244-4164

DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: \_\_\_ Federal Funding \_\_\_ State Aid Funding \_\_\_ Local funds

District State Aid Engineer: \_\_\_\_\_ Date: \_\_\_\_\_



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 21-1624      **Version:** 1      **Name:** Internal Loan-Capital Equipment Loan  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/19/2021      **In control:** City Council  
**On agenda:** 1/25/2021      **Final action:** 1/25/2021  
**Title:** Consider adopting a resolution approving a loan to the Capital Equipment Fund in the amount of \$424,690.00.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [2020 6yr Equip Loan to CIP Fund res-Internal loan from 101 to 407](#)

Date	Ver.	Action By	Action	Result
1/25/2021	1	City Council		

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

**Background Information:**

Part of the 2020 Capital Equipment Plan was to fund two Police Department vehicles, a Public Works Loader with Plow, an ASV Replacement, and a Sidewalk/Trail Machine with an internal loan from the General Fund to the Capital Equipment Replacement Fund. We are requesting Council approval of an internal loan from the General Fund to the Capital Equipment Replacement Fund in the amount of \$424,690.00. The outstanding balance on the internal loan amount will be \$1,130,210.76, if the Council approves the internal loan.

**Staff Recommendation:**

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

**Requested City Council Action**

Make a motion adopting a resolution approving a loan to the Capital Equipment Replacement Fund in the amount of \$424,690.00 for a term of six years with an interest rate for 2021 of .50% and adjusting the annual interest rate by adding .25% to the City's previous year's average interest rate on investments as of December 31, 2020.

## Updated 6 yr 2016-2020 Equipment Loan from General Fund to 407 Equip Replc

Compound Period ..... : Semiannual

Nominal Annual Rate .... : 0.500 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	12/31/2016	454,285.00	1		
2 Payment	06/30/2017	46,055.48	1		
3 Loan	12/31/2017	600,525.00	1		
4 Payment	12/31/2017	46,055.48	1		
5 Payment	06/30/2018	81,717.41	1		
6 Loan	12/31/2018	209,143.00	1		
7 Payment	12/31/2018	81,717.41	1		
8 Payment	06/30/2019	85,980.40	1		
9 Loan	12/31/2019	31,611.00	1		
10 Payment	12/31/2019	85,980.40	1		
11 Payment	06/30/2020	89,185.12	1		
12 Payment	12/31/2020	89,185.12	1		
13 Loan	12/31/2020	424,690.00	1		
14 Payment	06/30/2021	95,721.73	12	Semiannual	12/31/2026

## AMORTIZATION SCHEDULE - Normal Amortization

Date	Loan	Payment	Interest	Principal	Balance
Loan 12/31/2016	454,285.00				454,285.00
2016 Totals	454,285.00	0.00	0.00	0.00	
1 06/30/2017		46,055.48	1,135.71	44,919.77	409,365.23
Loan 12/31/2017	600,525.00		1,023.41	1,023.41-	1,010,913.64
2 12/31/2017		46,055.48	0.00	46,055.48	964,858.16
2017 Totals	600,525.00	92,110.96	2,159.12	89,951.84	
3 06/30/2018		81,717.41	2,412.15	79,305.26	885,552.90
Loan 12/31/2018	209,143.00		2,213.88	2,213.88-	1,096,909.78
4 12/31/2018		81,717.41	0.00	81,717.41	1,015,192.37
2018 Totals	209,143.00	163,434.82	4,626.03	158,808.79	
5 06/30/2019		85,980.40	2,537.98	83,442.42	931,749.95
Loan 12/31/2019	31,611.00		2,329.37	2,329.37-	965,690.32
6 12/31/2019		85,980.40	0.00	85,980.40	879,709.92
2019 Totals	31,611.00	171,960.80	4,867.35	167,093.45	

2020 Equip Loan to CIP Fund

## Updated 6 yr 2016-2020 Equipment Loan from General Fund to 407 Equip Replc

Date	Loan	Payment	Interest	Principal	Balance
7 06/30/2020		89,185.12	2,199.27	86,985.85	792,724.07
8 12/31/2020		89,185.12	1,981.81	87,203.31	705,520.76
Loan 12/31/2020	424,690.00		0.00	0.00	1,130,210.76
2020 Totals	424,690.00	178,370.24	4,181.08	174,189.16	
9 06/30/2021		95,721.73	2,825.53	92,896.20	1,037,314.56
10 12/31/2021		95,721.73	2,593.29	93,128.44	944,186.12
2021 Totals	0.00	191,443.46	5,418.82	186,024.64	
11 06/30/2022		95,721.73	2,360.47	93,361.26	850,824.86
12 12/31/2022		95,721.73	2,127.06	93,594.67	757,230.19
2022 Totals	0.00	191,443.46	4,487.53	186,955.93	
13 06/30/2023		95,721.73	1,893.08	93,828.65	663,401.54
14 12/31/2023		95,721.73	1,658.50	94,063.23	569,338.31
2023 Totals	0.00	191,443.46	3,551.58	187,891.88	
15 06/30/2024		95,721.73	1,423.35	94,298.38	475,039.93
16 12/31/2024		95,721.73	1,187.60	94,534.13	380,505.80
2024 Totals	0.00	191,443.46	2,610.95	188,832.51	
17 06/30/2025		95,721.73	951.26	94,770.47	285,735.33
18 12/31/2025		95,721.73	714.34	95,007.39	190,727.94
2025 Totals	0.00	191,443.46	1,665.60	189,777.86	
19 06/30/2026		95,721.73	476.82	95,244.91	95,483.03
20 12/31/2026		95,721.73	238.70	95,483.03	0.00
2026 Totals	0.00	191,443.46	715.52	190,727.94	
Grand Totals	1,720,254.00	1,754,537.58	34,283.58	1,720,254.00	

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

RESOLUTION NO. 21-  
A RESOLUTION APPROVING A LOAN TO THE CAPITAL EQUIPMENT  
REPLACEMENT FUND FROM THE GENERAL FUND IN THE AMOUNT OF \$424,690  
FOR A TERM OF SIX YEARS AT AN INTEREST RATE OF .50% FOR 2021 AND  
ADJUSTING THE ANNUAL INTEREST RATE BY ADDING .25% TO THE CITY'S  
PREVIOUS YEAR'S AVERAGE INTEREST RATE ON INVESTMENTS

WHEREAS, part of the 2020 Capital Equipment Plan was to fund one major purchase with an internal loan from the General Fund to the Capital Equipment Replacement Fund, and

WHEREAS, the items purchased are two Police Department vehicles, a Public Works Loader with Plow, an ASV Replacement, and a Sidewalk/Trail Machine, and

WHEREAS, the total amount of the purchase was \$424,690,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, approves an internal loan from the General Fund to the Capital Equipment Replacement Fund in the amount of \$424,690 for a term of six years at an interest rate of .50% for 2021 and adjusting the annual interest rate by adding .25% to the City's previous year's average interest rate on investments as of December 31, 2020.

Adopted this 25<sup>th</sup> day of January 2021

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Dale Christy, Mayor

Attest:

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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 #:** 21-1626      **Version:** 1      **Name:** 2021 PW Track Loader purchase  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/20/2021      **In control:** City Council  
**On agenda:** 1/25/2021      **Final action:** 1/25/2021  
**Title:** 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.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [2021 ASV RT 75](#)

Date	Ver.	Action By	Action	Result
1/25/2021	1	City Council		

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.

**Background Information:**

At the Jan 11th City Council Meeting, the Council approved the Public Works Department to solicit quotes using the Minnesota State Purchasing Venture (CPV) for the 2021 budgeted compact track loader, that will be equipped with a construction bucket and a 24" Erskine cold planer. This purchase will replace the current 2006 ASV 80 and the current machine will be traded in as part of the purchase: Quotes were received from:

Vendor	Machine	Cold Planer	Trade In	Total
ASV	\$ 70,898.50	\$ 19,155.00	\$ (16,000.00)	\$ 74,053.50
McCoy	\$ 55,674.00	\$ 14,655.00	\$ (16,500.00)	\$ 53,829.00

One of the key requirements of the quote was that the manufacturer provide a torsion suspension system for the tracks. This type of suspension provides a smoother ride than a solid mount steel system. ASV Inc. was able to quote this suspension, but McCoy does not offer this. McCoy did provide a quote for a John Deere unit, with solid mount steel rollers, which is why the price is lower. The budgeted amount for this piece of equipment was \$70,000. The overrun in budget will be accounted for with future purchases.

**Staff Recommendation:**

Matt Wegwerth, Public Works Director, recommends purchasing the 2021 budgeted compact track loader, equipped with a bucket and a cold planer from ASV for \$74,053.50.

**Requested City Council Action**

Make a motion to approve the Public Works Department's request to purchase a 2021 budgeted compact track loader, equipped with a bucket and a cold planer from ASV for \$74,053.50.



# OUTLET STORE

830 LILY LANE ♦ GRAND RAPIDS ♦ MN ♦ 55744 ♦ 218-326-3752

DATE: 1/13/2021

PO:

SALESPERSON: LANCE SCHJENKEN

NEW CUSTOMER REQUIRES CREDIT APPLICATION

PAYMENT TERMS: CASH/CHECK

## EQUIPMENT SALES QUOTE/ORDER FORM

NAME / BUSINESS:		GRAND RAPIDS PUBLIC WORKS			
STREET ADDRESS:					
CITY:	GRAND RAPIDS	STATE:	MN	ZIP CODE:	55744
HOME PHONE:		CELL PHONE:			
SHIP TO LOCATION:		CUSTOMER PICK UP			

QTY	NEW / USED	SERIAL #	PART #	DESCRIPTION	AMOUNT
1	NEW		4002-710	2021 RT-75HD,AWC,PREM.,PLUS HYD. PKG	\$ 70,898.50
1	NEW		0404-140	74" BUCKET WITH B.O.C.E.	\$ -
1	NEW		MISC	ERSKINE 24" COLD PLANER	\$ 19,155.00
				BUCKET INCLUDED IN PRICE OF MACHINE	
				PRICE INCLUDES 25% DISCOUNT PLUS 5000.00 DOLLAR REBATE ON MACHINE	

TRADE IN DESCRIPTION AND OR COMMENTS  
(MODEL, SERIAL #, HOURS, ATTACHMENTS, ETC)  
2006 ASV SR-80  
SER#- SEA00294, 5551.0 HRS

SUBTOTAL \$ \$ 90,053.50

NET TRADE IN ALLOWANCE \$ \$ 16,000.00

WARRANTY ON EQUIPMENT

FROM: DATE OF PURCHASE TO: 2YRS./2000HRS. TAX EXEMPT YES

LESS RENTALS PAID \$

FREIGHT \$

TAXABLE TOTAL \$ \$ 74,053.50

BUYER AGREES TO ALL TERMS AND CONDITIONS OF SALES SET FORTH IN THIS AGREEMENT.

BUYERS SIGNATURE:

SALES TAX \$ \$ -

NET \$ \$ 74,053.50

ACCEPTANCE OF ORDER:

SELLERS SIGNATURE:

CASH DOWN \$

COMMENTS/ADDITIONAL INSTRUCTIONS:

BALANCE DUE \$ \$ 74,053.50

THIS ORDER IS A PART HEREOF AND BINDING UPON THE PARTIES HERETO. BUYER HAS \$ OF SALE IN THE PAGES TO FOLLOW. THIS SALES ORDER ACKNOWLEDGEMENT IN ORDER FOR YOUR ORDER TO BE SCHEDULED FOR PRODUCTION.

## A.S.V., LLC. ("Seller")

### STANDARD TERMS & CONDITIONS OF SALE

1. **Terms and Conditions.** These Terms and Conditions of Sale cancel and supersede any and all terms of sale pertaining to Parts and Equipment (and any supplements thereto) previously issued by Seller to Buyer and are subject to change without advance notice. The prices, charges, discounts, terms of sale and other provisions referred to or contained herein shall apply to Products (Parts and Equipment) sold and shipped to Buyer on and after January 1, 2010, and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Equipment and/or Parts by Seller shall be deemed to constitute a binding agreement between the parties pursuant to the terms and conditions contained herein and Buyer agrees that the order may not thereafter be cancelled, countermanded or otherwise changed without the prior written consent of Seller. This agreement supersedes any prior agreements, representations, or other communications between the parties relating to the subject matter set forth herein. No other terms and conditions shall apply including the terms of any purchase order submitted to Seller by Buyer, whether or not such terms are inconsistent or conflict with or are in addition to the terms and conditions set forth herein. Seller's acceptance of Buyer's purchase order is conditional upon Buyer's acceptance of all the terms and conditions contained in this agreement. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to the terms and conditions set forth herein.

2. **Terms of Payments.** Payment for Parts and Equipment purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Parts or Equipment to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any Parts or Equipment, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. The purchase price of Parts and Equipment in effect at the time an order is placed may not be the same price in effect at the time of shipment. Buyer shall be invoiced for, and agrees to pay, the price in effect at the time of shipment.

3. **Taxes and Duties.** Unless otherwise specified, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of any Products. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of any Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. DOLLARS unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of any Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. **Titles, Transportation and Delivery.** Unless otherwise stated in writing, for all shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2010). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2010. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this sales order agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by fire, flood, accident, riot, acts of God, war, governmental interference, strikes, embargoes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation, or any other causes beyond Seller's control. In the event delay is caused by Buyer's failure to furnish necessary information with respect to data and details for Buyer's specifications, Seller, may extend the date of shipment for a reasonable time, but in no event longer than five (5) days. In the event delay in shipment is caused by Buyer or at Buyer's request, and the Products are not shipped within five (5) days from the first date they are ready to be shipped, Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. All payments shall be made in accordance with the terms of the applicable invoice. In addition, storage charges due to delay in furnishing delivery instructions, arranging and establishing a method of payment satisfactory to Seller, or submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, will be for the account of Buyer. THE SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE OR FOR ANY OTHER INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OR LOSSES DUE TO DELAY IN SCHEDULED DELIVERY. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. **Cancellation.** Prior to delivery to place of shipment, an Equipment or Parts order may be cancelled only with Seller's prior written consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete an Equipment or Parts order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall make reimbursement to Seller, as follows: (i) any and all work that can be completed within (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

6. **Inspection and Acceptance of Equipment.** Buyer agrees that it shall inspect the Equipment immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Equipment shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. The inspection period shall not extend any discount period offered by Seller to Buyer.

7. Warranty. Seller warrants its new Products manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of twelve months in the case of machines; twenty-four (24) months or 1500 hours (on the basis of a Prorated Allowance), whichever comes first, in the case of tracks; and ninety (90) days in the case of Distributor-installed replacement Parts, each commencing on the date the Product is delivered to the first user or placed into service by Distributor; provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees. If requested by Seller, Buyer must return the defective Equipment to Seller's manufacturing facility for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in Equipment and Parts of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the first retail purchaser and is not assignable or otherwise transferable without written agreement of the manufacturer. Seller's machine and track warranties will activate two (2) years from the date of manufacture regardless of use, and in the case of Seller's machine warranty, will expire three (3) years from the date of manufacture regardless of hours of use. THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Equipment or Parts. This warranty shall not apply to any of Seller's Products or any part thereof which have been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage, or which have been sold at auction, or by any person or entity that is not an authorized Distributor of Seller's Products. No action by either party shall operate to extend or revive this limited warranty without the prior written consent of Seller.

8. Remedies for Breach. IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. In no event shall Seller, or any subsidiary or division thereof be liable for incidental, consequential or other damages or losses resulting from a breach of warranty including, without limitation, labor costs, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Equipment or Parts to comply with any federal, state or local laws.

9. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

10. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Equipment or Parts, the additional expense shall be added to the purchase price. Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer. In no event shall any changes in specifications be made or accepted thirty (30) days prior to launch date or thereafter.

11. Security Interest. Buyer grants Seller a security interest in the Parts and Equipment purchased and the proceeds thereof. The security interest shall continue until payment in full of the purchase price and payment and performance by Buyer of all of its other obligations hereunder. Seller is entitled to all remedies of a secured party after default under the Minnesota Uniform Commercial Code in addition to all other rights provided by contract and by operation of law. Buyer agrees to pay to Seller, in addition to the interest on overdue sums due, reasonable attorney fees, court costs and other expenses of Seller incurred in enforcing Seller's rights. The Equipment and Parts purchased shall remain personal property and shall not become or be deemed a fixture or a part of any real estate on which it may be located. Buyer agrees to execute any instrument or document considered necessary by Seller to perfect its security interest in the Equipment and Parts including but not limited to financing statements, chattel mortgages, deeds of trust, deeds to secure debt, mortgages or other security instruments.

12. Insurance. Until the purchase price of any Product is paid in full, the Buyer shall provide and maintain insurance equal to the total value of any such Product delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

13. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Equipment or Parts hereunder. Buyer shall not identify as genuine products of Seller Products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative, upon written prior approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

14. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at the Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Minnesota Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

15. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Parts or Equipment under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any parts or Equipment furnished hereunder) of Seller, its directors, officers, employees, agents, representatives, successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights under this paragraph or this agreement. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

16. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although

Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Product when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

17. Export Controls. Buyer represents and warrants that it shall, and that any party retained or paid by the Buyer shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, distribution and sale of the Products, including without limitation the International Emergency Economic Powers Act (IEEPA) 50 U.S.C.A. s. 1701 et seq. (2003 & Supp. 2007) and the U.S. Export Administration Regulations, as amended (15 CFR, Chapter VII, Subchapter C), as the same may be amended or superseded from time to time. Buyer further represents, warrants and covenants that it shall not, and any party retained or paid by Buyer shall not, export or re-export the Products, directly, or with its knowledge, indirectly, to any country for which the United States government (or agency thereof) may require an export license or other approval or any country, person or entity to which such export or re-export may be prohibited by applicable United States law, regulation, policy or executive order. Failure to comply strictly with all applicable laws relating to embargoes, sanctions, export or re-export shall be grounds for immediate termination of this Agreement by Seller.

18. Construction and Severability. This terms of sale agreement constitutes the entire agreement between the parties regarding the subject matter hereto and shall be construed and enforced in accordance with the laws of the State of Minnesota. Seller shall not be bound by any agent's, employees or any other representation, promise or inducement not set forth herein. The invalidity or unenforceability of any provision of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

19. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any of the provisions of this sales order agreement shall be in the United States District Court, in the District of Minnesota or, if federal jurisdiction is lacking in such legal action, in the Minnesota Supreme Court.

20. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

21. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 21-1627      **Version:** 1      **Name:** 2021 Cemetery Track Loader purchase  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/20/2021      **In control:** City Council  
**On agenda:** 1/25/2021      **Final action:** 1/25/2021  
**Title:** 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.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [GRAND RAPIDS CEMETERY RT-65 QUOTE](#)  
[JD Quote](#)

Date	Ver.	Action By	Action	Result
1/25/2021	1	City Council		

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.

**Background Information:**

At the Jan 11th City Council Meeting, the Council approved the Public Works Department to solicit quotes using the Minnesota State Purchasing Venture (CPV) for the 2021 budgeted compact track loader, that will be equipped with a construction bucket, an 84" v-plow and a backhoe attachment. This purchase will replace the current 1977 Case skidsteer and backhoe. Quotes were requested from ASV, McCoy and Caterpillar; but only ASV was able to provide a quote that met the specifications. See attached for the quote and letter from McCoy. The budgeted amount for this purchase is \$75,000. The existing 1977 Case skidsteer will be sold at auction which will help offset the increase in price. This machine will be used to dig graves, restore grave sites and plow snow.

**Staff Recommendation:**

Matt Wegwerth, Public Works Director, recommends purchasing the 2021 budgeted compact track loader, equipped with a bucket, v-plow and a backhoe attachment for the Cemetery from ASV for \$82,584.72.

**Requested City Council Action**

Make a motion to approve the Public Works Department's request to purchase 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.



# OUTLET STORE

830 LILY LANE ♦ GRAND RAPIDS ♦ MN ♦ 55744 ♦ 218-326-3752

DATE: 1/13/2021

PO:

SALESPERSON: LANCE SCHJENKEN

NEW CUSTOMER REQUIRES CREDIT APPLICATION

PAYMENT TERMS: CASH/CHECK

## EQUIPMENT SALES QUOTE/ORDER FORM

NAME / BUSINESS:		GRAND RAPIDS CEMETARY/CITY OF GRAND RAPIDS			
STREET ADDRESS:					
CITY:	GRAND RAPIDS	STATE:	MN	ZIP CODE:	55744
HOME PHONE:		CELL PHONE:			
SHIP TO LOCATION:		CUSTOMER PICK UP			

QTY	NEW / USED	SERIAL #	PART #	DESCRIPTION	AMOUNT
1	NEW		4002-699	2021 RT-65,AWC,PREM. PLUS HYD. PKG.	\$ 56,942.25
1	NEW		0403-446	67" DIRT BUCKET WITH B.O.C.E.	\$ -
1	NEW		MISC	BH1080 BACK HOE WITH 24" BUCKET	\$ 14,460.00
1	NEW		MISC	VIRNIG SBV84 V-PLOW 84"	\$ 5,600.00
1	NEW		MISC	FRIEGHT FOR BACK HOE	\$ 270.00
				PRICE ON MACHINE AND BUCKET	
				INCLUDES 25% DISCOUNT PLUS	
				\$3000.00 dollar rebate	

TRADE IN DESCRIPTION AND OR COMMENTS  
(MODEL, SERIAL #, HOURS, ATTACHMENTS, ETC)  
NO TRADE

SUBTOTAL \$ \$ 77,272.25  
NET TRADE IN ALLOWANCE \$ \_\_\_\_\_

WARRANTY ON EQUIPMENT  
FROM: DATER OF PURCHASE TO: 2YRS./2000 HRS. TAX EXEMPT  
NO

LESS RENTALS PAID \$ \_\_\_\_\_  
FREIGHT \$ \_\_\_\_\_

BUYER AGREES TO ALL TERMS AND CONDITIONS OF SALES SET FORTH IN THIS AGREEMENT.  
BUYERS SIGNATURE:

TAXABLE TOTAL \$ \$ 77,272.25  
SALES TAX \$ \$ 5,312.47

ACCEPTANCE OF ORDER:  
SELLERS SIGNATURE:

NET \$ \$ 82,584.72  
CASH DOWN \$ \_\_\_\_\_

COMMENTS/ADDITIONAL INSTRUCTIONS:

BALANCE DUE \$ \$ 82,584.72

OW ARE A PART HEREOF AND BINDING UPON THE PARTIES HERETO. BUYER HAS \$ OF SALE IN THE PAGES TO FOLLOW. THIS SALES ORDER ACKNOWLEDGEMENT N ORDER FOR YOUR ORDER TO BE SCHEDULED FOR PRODUCTION.

## A.S.V., LLC. ("Seller")

### STANDARD TERMS & CONDITIONS OF SALE

1. **Terms and Conditions.** These Terms and Conditions of Sale cancel and supersede any and all terms of sale pertaining to Parts and Equipment (and any supplements thereto) previously issued by Seller to Buyer and are subject to change without advance notice. The prices, charges, discounts, terms of sale and other provisions referred to or contained herein shall apply to Products (Parts and Equipment) sold and shipped to Buyer on and after January 1, 2010, and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Equipment and/or Parts by Seller shall be deemed to constitute a binding agreement between the parties pursuant to the terms and conditions contained herein and Buyer agrees that the order may not thereafter be cancelled, countermanded or otherwise changed without the prior written consent of Seller. This agreement supersedes any prior agreements, representations, or other communications between the parties relating to the subject matter set forth herein. No other terms and conditions shall apply including the terms of any purchase order submitted to Seller by Buyer, whether or not such terms are inconsistent or conflict with or are in addition to the terms and conditions set forth herein. Seller's acceptance of Buyer's purchase order is conditional upon Buyer's acceptance of all the terms and conditions contained in this agreement. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to the terms and conditions set forth herein.

2. **Terms of Payments.** Payment for Parts and Equipment purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Parts or Equipment to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any Parts or Equipment, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. The purchase price of Parts and Equipment in effect at the time an order is placed may not be the same price in effect at the time of shipment. Buyer shall be invoiced for, and agrees to pay, the price in effect at the time of shipment.

3. **Taxes and Duties.** Unless otherwise specified, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of any Products. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of any Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. DOLLARS unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of any Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. **Titles, Transportation and Delivery.** Unless otherwise stated in writing, for all shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2010). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2010. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this sales order agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by fire, flood, accident, riot, acts of God, war, governmental interference, strikes, embargoes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation, or any other causes beyond Seller's control. In the event delay is caused by Buyer's failure to furnish necessary information with respect to data and details for Buyer's specifications, Seller, may extend the date of shipment for a reasonable time, but in no event longer than five (5) days. In the event delay in shipment is caused by Buyer or at Buyer's request, and the Products are not shipped within five (5) days from the first date they are ready to be shipped, Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. All payments shall be made in accordance with the terms of the applicable invoice. In addition, storage charges due to delay in furnishing delivery instructions, arranging and establishing a method of payment satisfactory to Seller, or submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, will be for the account of Buyer. THE SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE OR FOR ANY OTHER INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OR LOSSES DUE TO DELAY IN SCHEDULED DELIVERY. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. **Cancellation.** Prior to delivery to place of shipment, an Equipment or Parts order may be cancelled only with Seller's prior written consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete an Equipment or Parts order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall make reimbursement to Seller, as follows: (i) any and all work that can be completed within (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

6. **Inspection and Acceptance of Equipment.** Buyer agrees that it shall inspect the Equipment immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Equipment shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. The inspection period shall not extend any discount period offered by Seller to Buyer.



7. Warranty. Seller warrants its new Products manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of twelve months in the case of machines; twenty-four (24) months or 1500 hours (on the basis of a Prorated Allowance), whichever comes first, in the case of tracks; and ninety (90) days in the case of Distributor-installed replacement Parts, each commencing on the date the Product is delivered to the first user or placed into service by Distributor; provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees. If requested by Seller, Buyer must return the defective Equipment to Seller's manufacturing facility for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in Equipment and Parts of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the first retail purchaser and is not assignable or otherwise transferable without written agreement of the manufacturer. Seller's machine and track warranties will activate two (2) years from the date of manufacture regardless of use, and in the case of Seller's machine warranty, will expire three (3) years from the date of manufacture regardless of hours of use. THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Equipment or Parts. This warranty shall not apply to any of Seller's Products or any part thereof which have been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage, or which have been sold at auction, or by any person or entity that is not an authorized Distributor of Seller's Products. No action by either party shall operate to extend or revive this limited warranty without the prior written consent of Seller.

8. Remedies for Breach. IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. In no event shall Seller, or any subsidiary or division thereof be liable for incidental, consequential or other damages or losses resulting from a breach of warranty including, without limitation, labor costs, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Equipment or Parts to comply with any federal, state or local laws.

9. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

10. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Equipment or Parts, the additional expense shall be added to the purchase price. Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer. In no event shall any changes in specifications be made or accepted thirty (30) days prior to launch date or thereafter.

11. Security Interest. Buyer grants Seller a security interest in the Parts and Equipment purchased and the proceeds thereof. The security interest shall continue until payment in full of the purchase price and payment and performance by Buyer of all of its other obligations hereunder. Seller is entitled to all remedies of a secured party after default under the Minnesota Uniform Commercial Code in addition to all other rights provided by contract and by operation of law. Buyer agrees to pay to Seller, in addition to the interest on overdue sums due, reasonable attorney fees, court costs and other expenses of Seller incurred in enforcing Seller's rights. The Equipment and Parts purchased shall remain personal property and shall not become or be deemed a fixture or a part of any real estate on which it may be located. Buyer agrees to execute any instrument or document considered necessary by Seller to perfect its security interest in the Equipment and Parts including but not limited to financing statements, chattel mortgages, deeds of trust, deeds to secure debt, mortgages or other security instruments.

12. Insurance. Until the purchase price of any Product is paid in full, the Buyer shall provide and maintain insurance equal to the total value of any such Product delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

13. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Equipment or Parts hereunder. Buyer shall not identify as genuine products of Seller Products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative, upon written prior approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

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15. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Parts or Equipment under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any parts or Equipment furnished hereunder) of Seller, its directors, officers, employees, agents, representatives, successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights under this paragraph or this agreement. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

16. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although

Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Product when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

17. Export Controls. Buyer represents and warrants that it shall, and that any party retained or paid by the Buyer shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, distribution and sale of the Products, including without limitation the International Emergency Economic Powers Act (IEEPA) 50 U.S.C.A. s. 1701 et seq. (2003 & Supp. 2007) and the U.S. Export Administration Regulations, as amended (15 CFR, Chapter VII, Subchapter C), as the same may be amended or superseded from time to time. Buyer further represents, warrants and covenants that it shall not, and any party retained or paid by Buyer shall not, export or re-export the Products, directly, or with its knowledge, indirectly, to any country for which the United States government (or agency thereof) may require an export license or other approval or any country, person or entity to which such export or re-export may be prohibited by applicable United States law, regulation, policy or executive order. Failure to comply strictly with all applicable laws relating to embargoes, sanctions, export or re-export shall be grounds for immediate termination of this Agreement by Seller.

18. Construction and Severability. This terms of sale agreement constitutes the entire agreement between the parties regarding the subject matter hereto and shall be construed and enforced in accordance with the laws of the State of Minnesota. Seller shall not be bound by any agent's, employees or any other representation, promise or inducement not set forth herein. The invalidity or unenforceability of any provision of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

19. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any of the provisions of this sales order agreement shall be in the United States District Court, in the District of Minnesota or, if federal jurisdiction is lacking in such legal action, in the Minnesota Supreme Court.

20. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

21. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Kevin,

Attached is my quotation for the Grand Rapids Public Works Multi Terrain Skid Steer and the cold planer that you requested. I am unable to provide a machine to meet the spec of the Cemetery machine. Please contact me with any questions. If you would like to try our machine please contact me and we can arrange a demo.

Thank you for the opportunity to bid.

Regards,

Jordan Thieschafer | Territory Manager  
34316 US Highway 2 W  
Grand Rapids, MN, 55744  
Office 218-326-9427 | Cell 218-910-0503  
<http://mccoyscf.com>





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 21-1631      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/21/2021      **In control:** City Council  
**On agenda:** 1/25/2021      **Final action:** 1/25/2021

**Title:** 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.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Gear Washer Award Letter Grand Rapids](#)  
[Reimb washer Grand Rapids](#)  
[Continental EH030-055 Washer](#)  
[FD MN State Fire Marshal Gnt Res](#)

Date	Ver.	Action By	Action	Result
1/25/2021	1	City Council		

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.

**Background Information:**

The fire department was granted permission to apply for a gear washer grant back in August 2020. The Minnesota Department of Public Safety, through the State Fire Marshal Division, notified our fire department has been awarded the amount of \$9,045.00 from the Turnout Gear Washer/Extractor/Dryer Award program with a local match requirement of \$1,005.00. This reimbursement award is for the purchase and installation of a gear washer/extractor as proposed in our project proposal. The cost of labor and materials of this washer which was already budgeted into the new fire hall will cover the local match. This washer will replace an older model gear washer that the Grand Rapids Fire Department will no longer need. The older gear washer still runs, and we would like to look to donate it to a local Itasca County Fire Department that is in need of a gear washer.

**Staff Recommendation:**

Please consider approving a resolution to accept the \$9,045 grant with a local match requirement of \$1,005.00 from the Minnesota Department of Public Safety for the purchase and installation of a gear washer the Grand Rapids Fire Department and donate old gear washer to a local fire department in need of one.

**Requested City Council Action**

Make a motion adopting a resolution accepting the \$9,045 grant with a local match requirement of \$1,005.00 from the Minnesota Department of Public Safety for the purchase and installation of a gear washer the Grand Rapids Fire Department and authorize the fire department to donate the old gear washer to a local fire department in need of one.



Alcohol and  
Gambling  
Enforcement

Bureau of  
Criminal  
Apprehension

Driver  
and Vehicle  
Services

Emergency  
Communication  
Networks

Homeland  
Security and  
Emergency  
Management

Minnesota  
State Patrol

Office of  
Communications

Office of  
Justice Programs

Office of  
Pipeline Safety

Office of  
Traffic Safety

State Fire  
Marshal



## State Fire Marshal

445 Minnesota Street • Suite 145 • Saint Paul, Minnesota 55101-5145

Phone: 651-201-7200 • Fax: 651-215-0525

[www.dps.state.mn.us](http://www.dps.state.mn.us)

Date: December 28, 2020

Name: Grand Rapids FD

RE: Gear Washer/Extractor/Dryer Award

The Minnesota Department of Public Safety, through the State Fire Marshal Division, is pleased to notify you that your fire department has been awarded the amount of **\$9,045.00** from the Turnout Gear Washer/Extractor/Dryer Award program with a local match requirement of **\$1,005.00**. This reimbursement award is for the purchase and installation of a gear washer/extractor as proposed in your project proposal. Your department will need to purchase, install and have the project completed between July 1, 2020 and June 30, 2021. If there is a change to the type of gear washer/extractor purchased, prior authorization must be received from the State Fire Marshal division.

In order to process your reimbursement award you must:

1. Complete and sign the enclosed Request for Reimbursement Form by July 1, 2021. Your fire department is encouraged to send in your Request for Reimbursement Form anytime during the July 1, 2020-June 30, 2021 fiscal year.
2. Attach documentation of funds paid. Documentation includes: paid invoices for purchase, delivery and installation of approved gear washer/extractor/dryer.
3. Mail, fax or email the Request for Reimbursement Form and supporting documentation.

The funds will be disbursed upon receipt of the signed, completed form, along with the proper supporting documentation. You will not receive a check in the mail, your reimbursement will be electronically deposited into the account that corresponds to the tax identification number provided on the Request for Reimbursement Form.

If you have questions regarding your award, please email me at [nolan.pasell@state.mn.us](mailto:nolan.pasell@state.mn.us) or you may call me at (651) 201-7218.

Sincerely,

Nolan Pasell  
Special Projects Coordinator

# MINNESOTA DEPARTMENT OF PUBLIC SAFETY



Alcohol and  
Gambling  
Enforcement

Bureau of  
Criminal  
Apprehension

Driver  
and Vehicle  
Services

Emergency  
Communication  
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## State Fire Marshal

445 Minnesota Street • Suite 145 • Saint Paul, Minnesota 55101-5145

Phone: 651-201-7200 • Fax: 651-215-0525

www.dps.state.mn.us

### Gear Washer/Extractor/Dryer Request for Reimbursement Form

Name: Travis Cole

Fire Department: Grand Rapids FD

Street Address: 18 NE 5TH ST

City, State, Zip: GRAND RAPIDS, MN 55744

Award amount: \$9,045.00

Required Match: \$1,005.00

**Fire Departments must complete and return this form to receive the reimbursement award:**

I certify that the items for which this reimbursement request is made in the amount of \$\_\_\_\_\_ has been paid for by the municipality on behalf of the\_\_\_\_\_. There were no federal grant or other grant dollars used to pay for the purchase or installation of the gear washer/extractor/dryer.

**Remember to include:**

- Copies of invoices
- Please confirm your Federal Tax ID number is correct (if not shown, please provide)

**Your Fire Department's Request for Reimbursement Form(s) and copies of all invoices must be submitted by July 1, 2021.**

Federal Tax Identification Number: 41-6005201

State Vendor Number: 0000195352

Signature of Municipality Finance Director/Clerk/Treasurer: \_\_\_\_\_

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

Date: \_\_\_\_\_ Contact phone # \_\_\_\_\_

Send request to: State Fire Marshal Division, Attn: Nolan Pasell, 445 Minnesota Street, Suite 145, Saint Paul, MN 55101 or via e-mail at Nolan.pasell@state.mn.us

**To be completed by Minnesota Department of Public Safety, State Fire Marshal Division:**

State Fire Marshal Signature: \_\_\_\_\_

Award Amount paid: \$ \_\_\_\_\_

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



EH030  
EH040  
EH055

Designed to drive down water, electrical and gas costs while improving productivity, E-Series High-Performance Washer-Extractors deliver high-speed extract, an easy-to-install, freestanding design, unmatched durability and the ultimate in programmability!

**CONTINENTAL**  
GIRBAU®



## E-SERIES HIGH-PERFORMANCE WASHER-EXTRACTORS MAXIMIZING ENERGY EFFICIENCY & PRODUCTIVITY

*E-Series Washers, in 30-, 40- and 55-pound capacities, bring together unique engineering elements, including a freestanding and sump-less design, programmable high-speed extract, exclusive features and superior programmability to cut utility and labor costs, and boost productivity.*

### ZERO-IMPACT INSTALLATION

The freestanding design of E-Series allows for quick installation and same-day operation. Unlike hard-mount washers, there is no need to bolt E-Series Washers to concrete foundations. The machines are constructed using a Multi-Directional Springs (MDS) system that absorbs 95 percent of all vibrations during the wash process. This enables installation in unconventional locations, including laundry rooms with in-floor heat and above ground-level laundries—all with little or no floor preparation or cost. Moreover, the freestanding design allows laundries to easily relocate E-Series Washers with zero impact on the facility.

### SUPER-SPEED EXTRACT

E-Series Washers quietly and gently reach extract speeds up to 354 G-force, about 250 G-force more than most hard-mount washers. The high-speed extraction removes more water from each load—reducing dry-time, operating time, utility consumption and labor expense. By cutting dry-time, operating time, utility consumption and labor expense. By cutting dry-time, load heat exposure and mechanical action are also reduced, resulting in less linen wear. Linen lasts longer and so do your dryers, which run fewer hours per day.

### STINGY ON WATER

E-Series technology allows for superior wash quality using considerably less water than many competitive washers. E-Series are designed without a sump, a water containment area at the base of the washer. This saves up to 3 gallons of water with each fill when compared to machines equipped with an outer tub sump. Less water used equates to lower water-heating costs and reduced chemical usage. E-Series' AquaFall™ system further enhances efficiency. Water enters the washer drum via holes in the drum lifters. As the drum turns, lifters release water from above, enabling superior load saturation, chemical penetration and rinsing. Continental's Aqua-Mixer™ system also improves wash action by mixing hot and cold water to achieve precise bath temperatures—minimizing hot water consumption.

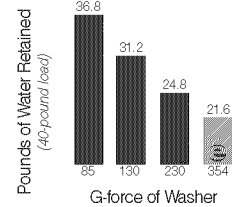
### PROVEN CONSTRUCTION, DURABILITY & LONGEVITY

E-Series Washers feature durable AISI-304 stainless steel inner and outer drums designed for constant use. The front, side and top panels are constructed of steel and coated with Continental's unique Titan Steel Finish™ for superior appearance and corrosion resistance. Each component is engineered with as few welds as possible for unmatched strength. The oversized door, which allows for easy loading and unloading, is also equipped with a heavy-duty, bolt-style hinge to withstand the rigors of constant use. From the rounded cabinet corners to the oversized bearings and quality sealing system, no details were overlooked. No wonder E-Series is backed by a solid manufacturer's warranty!

### EASE OF MAINTENANCE

We've simplified maintenance requirements on our E-Series line, and simultaneously, ensured accessibility of components. The top panel of the washer is easily removed without interfering with chemical dispensers, and the drain is easily accessible via the removal of the front panel. Bearings are lubricated for a lifetime, the poly-v belt needn't be tightened and bearings and seals are easily replaced without removing the washer drum.

## E-SERIES GIVES YOU MORE USING



\* Assumes 100 percent moisture retention at saturation with 6 minute extract

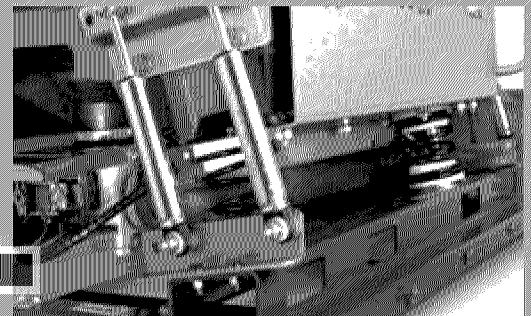
### Less Water Retained After Extract

The freestanding design of E-Series enables extraction speeds of up to 354 G-force, about 250 G-force more than most hard-mount washers. The high-speed extract removes significantly more water from each load—decreasing dry-time.

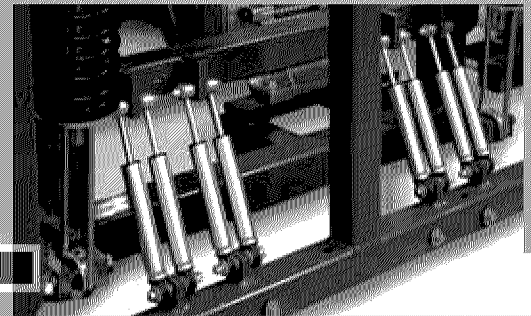
Minutes of Dry Time  
(50 pound dryer)\*

### Less Dry

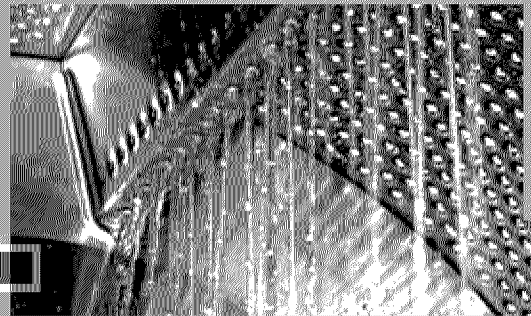
With less water reduced. The action and high operating temperature life and



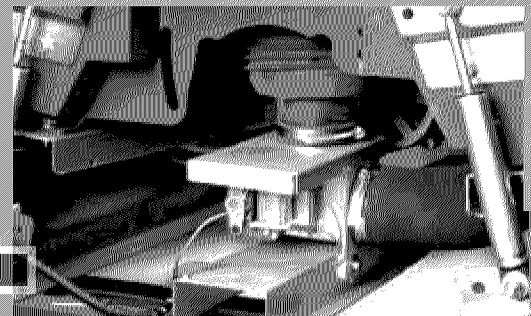
MDS system—EH030/EH040



MDS system—EH055



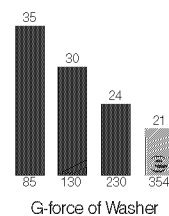
AquaFall™ system



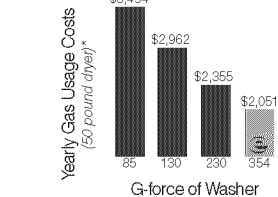
sump-less design



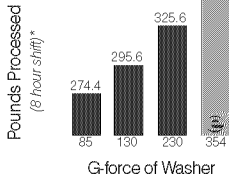
# LESS



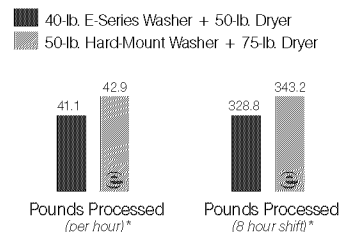
\* Assumes a water removal rate of 1.05 lbs./min.



\* Assumptions: 11 loads/shift, \$1.10/BTU



\* Assumptions: 40-lb. dry weight capacity, Wash time of 35 min.



\* Assumptions: 50-lb. washer is two-speed, 65 G-force, 100% cotton load, 35-min. wash

**Time**  
Linen retained in linen, dry time is reduced. Linen is exposed to less mechanical wear—resulting in less linen wear. Dryer heat is also reduced—extending equipment life and slashing gas consumption.

**Less Dryer Gas Usage**  
Reducing dry time can cut the gas consumed to dry a load by over 40 percent! This savings in gas usage can save an on-premise laundry significantly in associated gas costs.

**More Productivity**  
The high-speed extract and flexible controls of E-Series can decrease the time required to wash and dry a load by up to 20 percent. This increases the amount of laundry a facility can process daily while decreasing the size of the machine required.

**Smaller Machine—Greater Output**  
E-Series' high-speed extract and programmable controls decrease the time required to process laundry. On-premise laundries can do more in less time while maintaining quality results and realizing operational savings!

Disclaimer: All calculations have been derived from engineering information available to Continental Garbau (CGI) at the time this brochure was produced. CGI makes no guarantee of actual results as conditions may vary.

## CONTROL FLEXIBILITY

E-Series offers two programmable controls—the Logic and Intelligent. The controls are key to increasing on-premise laundry productivity. Why? By customizing programs according to specific load type, the control shortens the time required to process a load—boosting productivity. Fixed-timer washers don't allow this flexibility, and subsequently have longer cycle times and lower productivity. In addition, the control flexibility of E-Series provides protection from costly linen damage due to unnecessary processing and chemical damage. Despite their advanced technology, the controls couldn't be simpler to use. Once the programs are set, operators simply select a program number and push start.

## LOGIC (LOGI) CONTROL

The highly flexible Logi Control, available on EH030 and EH040 models, offers eight individually modifiable programs—each with up to nine baths including multiple pre-wash, wash and rinse cycles. Variables within each bath—including wash temperature, water levels, cycle times, rotation and G-force extract speeds—can be individually programmed for maximum efficiency given the load type. E-Series Washers can also be programmed for automatic chemical injection—ensuring a consistent clean and eliminating fabric damage by chemical overuse.

## INTELLIGENT (INTELI) CONTROL

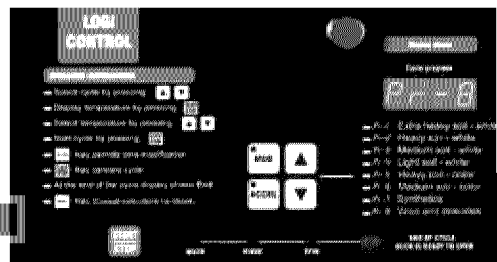
Continental's most flexible and dynamic control ever, the Inteli allows complete control of every conditional aspect of the wash process! Featuring an LCD display with easy-to-understand icons that indicate cycle and programming status, the control can be programmed manually or using a memory card. With 20 pre-programmed cycles and up to 79 individually modifiable cycles, users can control water temperature (by degree), wash rotation speed and duration, five on/off wash rotation combinations, multiple water levels, bath cool-down (by degree) and six programmable extract speeds. The Inteli is so flexible, it can be programmed for a wash cycle of as little as three minutes up to an extended program lasting for hours or days. An auxiliary heat option enables bath water temperatures to be increased by degree. E-Series 30- and 40-pound capacity models feature four standard (12 optional) chemical injection signals with programmable time dosing and flush. The 55-pound capacity E-Series feature 12 standard chemical injection signals. The Inteli also supports independent flush control of its 4-compartment chemical hopper. Optional overnight soak and delayed start are also standard features.

## THE BOTTOM LINE—BOOSTED PRODUCTIVITY

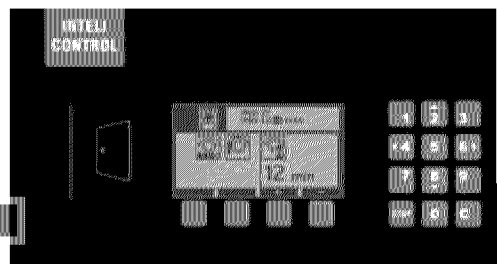
How can E-Series Washers produce more laundry per hour when compared to a larger, lower-performance machine? The answer lies in wash and dry throughput. E-Series reach much higher extraction speeds—resulting in greater moisture removal, shortened dry-time and boosted productivity. E-Series moves soiled laundry through the wash and dry process faster. Not only does this positively impact production, it reduces costly labor hours and extends linen life by minimizing exposure to dryer heat and tumbling.



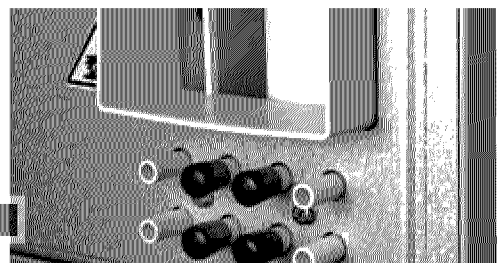
minimal ironing



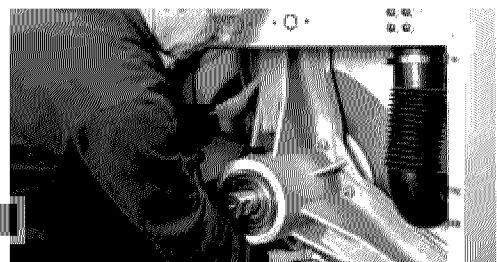
Logi Control



Inteli Control

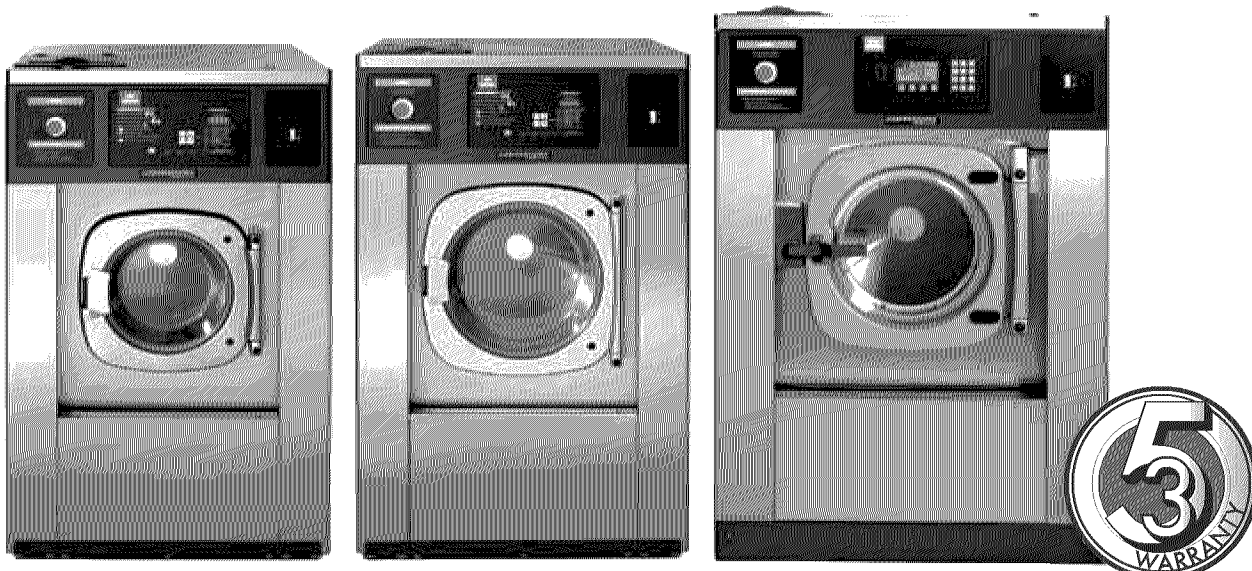


automatic injection



component accessibility

	EH030	EH040	EH055		
<b>DIMENSIONS &amp; WEIGHTS</b>	Capacity <i>lbs (kg)</i>	30 (12.6)	40 (17.3)	55 (22.8)	
	Cylinder Diameter <i>inch (mm)</i>	24.4 (620)	27.6 (700)	29.1 (739)	
	Cylinder Depth <i>inch (mm)</i>	16.4 (416)	17.7 (450)	21 (530)	
	Cylinder Volume <i>cu. ft (dm<sup>3</sup>)</i>	4.4 (126)	6.1 (173)	8.1 (228)	
	Net Weight <i>lbs. (kg)</i>	758 (344)	1049 (476)	1601 (726)	
	Crated Weight <i>lbs.(kg)</i>	820 (372)	1091 (495)	1687 (765)	
	Machine Width <i>inch (mm)</i>	31.3 (796)	34.2 (868)	39.4 (1000)	
	Machine Depth <i>inch (mm)</i>	34.9 (887)	37.9 (962)	48.8 (1240)	
	Machine Height <i>inch (mm)</i>	52.2 (1325)	55.3 (1404)	57.9 (1470)	
	Door Opening <i>inch (mm)</i>	12.9 (327)	16.8 (426)	15.7 (400)	
	Floor to Door <i>inch (mm)</i>	20 (509)	20.3 (515)	21.1 (535)	
	Shipping Dimensions <i>inch (mm)</i> (WxDxH)	32.4 x 37.2 x 58.5 (823 x 945 x 1485)	35.3 x 40 x 61.6 (897 x 1017 x 1565)	40.4 x 49.4 x 65 (1025 x 1255 x 1650)	
	<b>GENERAL</b>	Control Options	Logic or Intelligent	Logic or Intelligent	Intelligent
		Washing Speeds <i>rpm</i>	Logic Control 46.5 Intelligent Control 27/36/43/46.5	44 25/34/40/44	— 22/29/36/43
		Spin Speeds <i>rpm</i>	46.5/100/400/600/800/1005	44/100/351/550/750/950	43/87/330/525/725/920
G-force		0.75/3/56/125/222/351	0.75/4/48/119/221/354	0.77/3.14/45/114/218/351	
Modified Energy Factor (MEF)*		2.08	1.96	2.34	
Water Consumption Factor (WCF)*		4.68	5.04	4.09	
<b>CONNECTIONS</b>		Drain Diameter <i>inch (mm)</i>	3 (80)	3 (80)	3 (80)
		Water Inlets <i>inch (mm)</i>	3/4 (19)	3/4 (19)	3/4 (19)
		Recommended Water Pressure <i>PSI (bar)</i>	30-60 (2.4)	30-60 (2.4)	30-60 (2.4)
		Water Flow <i>gal/min (l/min)</i>	16 (60)	16 (60)	16 (60)
	Steam Connection <i>inch (mm)</i>	1/2 (12.7)	1/2 (12.7)	1/2 (12.7)	
	Steam Pressure (optional) <i>PSI (bar)</i>	29-87 (2.6)	29-87 (2.6)	29-87 (2.6)	
	Steam Flow (optional) <i>lbs/h (kg/h)</i>	176 (80)	176 (80)	176 (80)	
	Motor Power <i>kW</i>	0.87	1.6	1.75	
	Electric Heating Power <i>kW</i>	Single Phase 8.4	10.6	—	
		Three Phase 12.4	15.6	20.3	



\* Modified Energy Factor (MEF) measured in cubic feet per kilowatt-hour per cycle. Water Consumption Factor (WCF) measured in gallons per cycle per cylinder cubic feet. MEF and WCF statistics are according to Department of Energy (DOE) testing standards report by Intertek, an independent testing laboratory. The report for EH030 and EH040 is dated February 27, 2007 (report no. 3109575CRT002). The report for EH055 is dated August 12, 2009 (report no. 3184405CRT001a)

\*\* Product specifications are subject to change without notice. For the most current and complete technical specifications, architectural line drawings and warranty information, please visit [www.continentalgirbau.com](http://www.continentalgirbau.com).

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2500 State Road 44 • Oshkosh, WI 54904 • 920-231-8222 • Fax 920-231-4666

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

RESOLUTION NO. 21-

A RESOLUTION ACCEPTING A \$9,045.00 GRANT FROM THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY, THROUGH THE STATE FIRE MARSHAL DIVISION FROM THE TURNOUT GEAR WASHER/EXTRACTOR/DRYER AWARD PROGRAM WITH A REQUIRED LOCAL MATCH OF \$1,005.00 FOR THE GRAND RAPIDS FIRE DEPARTMENT

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

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

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

- The Minnesota Department of Public Safety through the State Fire Marshal Division has granted the Grand Rapids Fire Department a \$9,045.00 Turnout Gear Washer/Extractor/Dryer Award with a local match requirement of \$1,005.00

Adopted this 25<sup>th</sup> day of January 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 #:** 21-1632      **Version:** 1      **Name:** Rays Sport and Marine Lease  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/21/2021      **In control:** City Council  
**On agenda:** 1/25/2021      **Final action:** 1/25/2021

**Title:** Consider extending the current Lease Agreement between the City of Grand Rapids and Ray's Sport and Marine

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Ray's Sport Marine - Lease Agreement](#)

Date	Ver.	Action By	Action	Result
1/25/2021	1	City Council		

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

**Background Information:**

On January 1st, 2005, the City of Grand Rapids entered into a Lease Agreement with Ray's Sport & Marine. The Property Description is outlined in Exhibit "A" of the Lease Agreement as Lots 7-12, Block 22, 3rd Division and East 1/2 of Vacated N-S Alley, Grand Rapids, Minnesota and the lot size is 150 feet by 150 feet. The sum of \$2,300 shall be paid on or before the first day of each year of the three (3) one year terms, made payable to the Grand Rapids City Finance Department.

The lease rate of \$2,000 has not changed since the start of the agreement, and with this renewal it has been increased to \$2,300, which is approximately a 1% per year increase.

**Staff Recommendation:**

Matt Wegwerth, Public Works Director/City Engineer, recommends extending the current Lease Agreement with Ray's Sport and Marine

**Requested City Council Action**

A motion extending the current Lease Agreement between the City of Grand Rapids and Ray's Sport and Marine for a Three year term, effective January 1, 2021 through December 31, 2023

## LEASE AGREEMENT

THIS LEASE is made this 25th day of January, 2021, between the City of Grand Rapids by and through its City Council (" Landlord") and Ray's Sports & Marine— David Hernesman (" Tenant").

### RECITALS

Landlord hereby leases to Tenant, and Tenant hires and takes from Landlord the Premises located in the City of Grand Rapids, County of Itasca, State of Minnesota, (" the Premises") legally described on Exhibit "A" attached.

THIS LEASE is made upon the following terms and conditions which the Landlord and Tenant covenant and agree to keep and perform;

### I. USE

The Premises shall be used and occupied by Tenant as a facility for open storage of boats and similar equipment, and shall not be used in a matter which will unduly disrupt or interfere with the use of adjoining Premises by Landlord.

### II.TERM

The Term of this Lease shall be three ( 3) one year terms commencing on January 1st, 2021.

### III.RENT

Tenant shall pay to the Landlord, at such place as shall be designated by Landlord, rent in advance, in the sum of \$2,300.00 per year, before the first day of the Term, to be made payable to the Grand Rapids City Finance Department.

### IV POSSESSION

Landlord covenants that possession of the remises will be delivered to Tenant at the commencement of the Term Tenant will keep and maintain the Premises during the Term, and quit and delver the Premises to Landlord at the end of the Term or at any previous termination thereof for any cause, in as good order and condition and state or repair, reasonable use and wearing thereof and inevitable accidents excepted, as now exists. Tenant shall keep and store all boats or any other item a safe distance from the electrical substation located up on the same property as to be determined by City staff.

#### V. MAINTENANCE

Tenant shall keep said Premises continually in a neat, clean and respectable condition and shall provide such maintenance as required by municipal authority. All garbage and refuse of any kind shall be removed at Tenant's expense. Tenant will not make or suffer any waste thereon, and will not assign or sublet said Premises or any part thereof without written consent of Landlord.

#### VI TAXES AND UTILITIES

Tenant shall pay all real estate taxes or assessments levied against said Premises due to Tenants occupancy as a non-governmental entity.

#### VII. IMPROVEMENTS AND ALTERATIONS

The Premises consists of bare land with no improvements. Subjects to Landlord's prior approval, which shall not be unreasonably withheld, Tenant may place fences or such other similar items used or useful in connection with the operation of Tenant's business on the Premises. All work done in connection therewith shall comply with all applicable laws, ordinances, codes and regulations. All such things hereafter installed by Tenant shall remain the property of Tenant and in the case of damage or destruction thereto by fire or other causes, Tenants shall have the right to recover Tenant's own loss from any insurance company with which Tenant has insured the same. Tenant may remove all or any such things at any time during the term of the Lease, and shall do so upon termination of this Lease, provided, however, that upon removal of such equipment the order, condition and state of repair of the Premises shall be the same as of the commencement of this Lease, and shall not have been disturbed or affected by details of installation or removal of said equipment.

#### VIII. INDEMNITY AND INSURANCE

Tenant shall indemnify Landlord for any loss or casualty to the Premises occasioned by negligence or fault of Tenant or Tenant's employees or invitees, and further will obtain a policy of liability insurance against any loss or injury suffered by anyone relating to the Premises because of the negligence or fault of Tenant or because of the condition or operation of the business therein in the sum of 1,000,000.00, naming Landlord as an additional insured thereon. Tenant shall provide a copy of said liability insurance policy or policies for the inspection of Landlord upon request of Landlord.

IX QUIET ENJOYMENT

Tenant, on paying the rent provided herein and upon performance of all the terms and conditions of the Lease on its part to be performed, shall at all times during the term hereof peacefully and quietly have, hold and enjoy the Premises.

X CANCELLATION

If the monthly payments or any of them, whether they are demanded or not, are not paid when they become due; or if any other terms of this Agreement be violated by Tenant, then Landlord shall have the right to cancel this Lease at once, and re-enter and take possession of said Premises immediately, and without any previous notice of intention to re-enter, under such terms and conditions as allowed by law.

Either party may terminate the Lease without cause upon at least six (6) months written notice to the other at anytime during its term. Upon termination without cause, rent shall be pro-rated to the termination date.

This instrument has been executed by the parties as of the day and year written above.

**LANDLORD:**

GRAND RAPIDS CITY COUNCIL

BY: \_\_\_\_\_

It's Mayor

ATTEST: \_\_\_\_\_

City Administrator

**TENANT:**

RAY' S SPORT & MARINE

BY:  \_\_\_\_\_

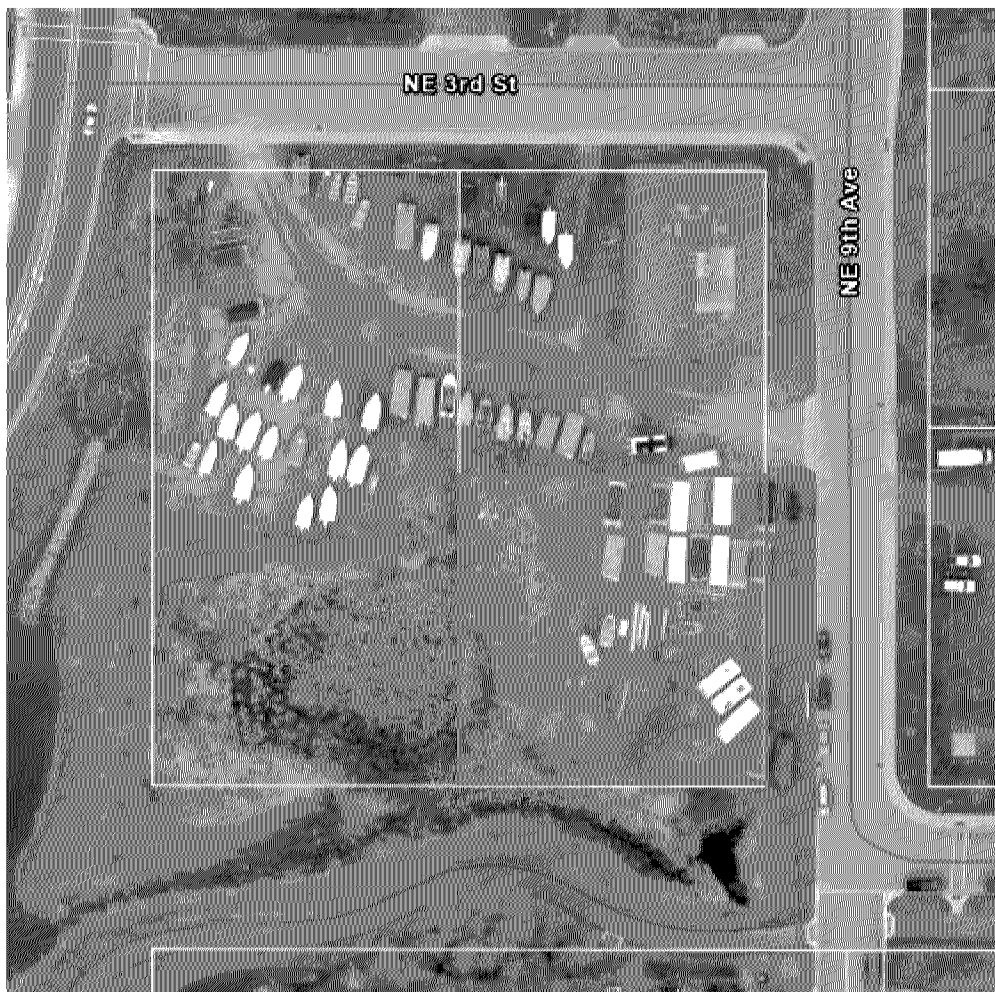
Its: President

## EXHIBIT A

### Property Description:

Lots 7-12, Block 22, 3<sup>rd</sup> Division and East ½ Vacated N-S Alley, Grand Rapids, Minnesota

150 feet by 150 feet lot size







# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 21-1633      **Version:** 1      **Name:** GPZ - Beacon Relocation SEH Contract  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/21/2021      **In control:** City Council  
**On agenda:** 1/25/2021      **Final action:** 1/25/2021  
**Title:** Consider approving a professional services agreement with SEH Inc. for services related to the Beacon Relocation Project at the GPZ Airport.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [GPZ - Final Design & CA 2021 Beacon Relocation](#)

Date	Ver.	Action By	Action	Result
1/25/2021	1	City Council		

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

**Background Information:**

This project consists of the replacement of the existing beacon at the Grand Rapids/Itasca County Airport. The current beacon has met its minimum useful life and the visibility is potentially impacted by vegetative growth in the vicinity. Maintenance has also become a hazard due to the lack of proper safety features to maintain the light and special certification is required to climb and service. The existing beacon will be removed and a new beacon will be placed near the terminal building. The project scheduled for 2021. Specific work details are defined in the attachment.

The agreement includes design and construction administration and is on a lump sum basis for \$30,600. The cost split is 90/5/5, with the local 5% share being split 50/50 with Itasca County. The City's share is \$765.00 or 2.5%.

**Staff Recommendation:**

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

**Requested City Council Action**

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



January 15, 2021

RE: City of Grand Rapids  
Grand Rapids-Itasca County Airport  
2021 Beacon Relocation

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

Dear Matt:

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

Enclosed is a copy of our proposal. If acceptable, please sign where indicated. Please keep a copy for City records and then return a copy to my attention at SEH. I will forward the contract electronically to Don Berre and Matt Lebens, MnDOT Office of Aeronautics, as part of the grant application process.

Please contact me at 1-800-325-2055 if you have any questions or comments. We look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Shawn McMahon".

Shawn McMahon, PE  
Professional Engineer, Airport Planning and Design

Enclosure: Contract Agreement, Scope of Services, Estimated Hours and Fees

ARCHITECT/ENGINEER AGREEMENT  
Between

City of Grand Rapids, Minnesota

\_\_\_\_\_  
(OWNER)

and

Short Elliott Hendrickson Inc.

\_\_\_\_\_  
(CONSULTANT)

for

PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Grand Rapids, Minnesota, hereinafter referred to as the OWNER, and Short Elliott Hendrickson Inc.® (SEH), with a regular place of business at 3535 Vadnais Center Drive, St. Paul, Minnesota 55110, hereinafter referred to as the CONSULTANT.

WITNESSETH:

That the OWNER and CONSULTANT, for the consideration hereinafter named, agree as follows:

ARTICLE 1. GENERAL DESCRIPTION OF WORK TO BE DONE

The OWNER agrees to and hereby does retain and employ CONSULTANT and CONSULTANT agrees to perform Architectural, Engineering and/or other Professional Services for the project at the Grand Rapids-Itasca County Airport, entitled:

2021 Beacon Relocation,

hereinafter referred to as the Project.

The Project and those services to be performed hereunder are more particularly described in ATTACHMENT A, a part hereof, and may be financed in part by grant-in-aid programs of the Minnesota Department of Transportation (Mn/DOT), Office of Aeronautics, and/or the Federal Aviation Administration (FAA) as described in Article 14.

ARTICLE 2. PERIOD OF SERVICE

Compensation for CONSULTANT'S services as provided elsewhere in this Agreement has been agreed to in anticipation of an orderly and continuous progress of CONSULTANT'S services through completion. In this regard, if the services covered by this Agreement have not been completed within 12 months of the date hereof, through no fault of CONSULTANT, any lump sum or maximum payment amounts shall be equitably adjusted.

ARTICLE 3. COMPENSATION TO CONSULTANT

A. Compensation to CONSULTANT for services described in this Agreement shall be on a Lump Sum basis, Cost Reimbursement Plus Fixed Fee basis and/or an Hourly Rate basis, as designated in the box below, and in ATTACHMENT B and as hereinafter described.

1. A Lump Sum method of payment for CONSULTANT'S services shall typically apply to all or parts of a work scope here CONSULTANT'S tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on an estimated percentage of completion of CONSULTANT'S services.

Reimbursement for Direct Expenses incurred in the performance of the work shall be included in the Lump Sum amount, unless otherwise set forth in ATTACHMENT B.

2. A Cost Reimbursement Plus Fixed Fee method of payment for CONSULTANT'S services shall typically apply to all or parts of work scope where CONSULTANT'S tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be established with any reasonable degree of accuracy. Under a Cost Reimbursement Plus Fixed Fee method of payment, the CONSULTANT shall be paid for the actual costs of providing required services plus a fixed fee payment as defined in FAA Advisory Circular 150/5100-14B, dated November 21, 1988, and as further defined as follows:

- a. Direct Salary Costs incurred by CONSULTANT for employee's time directly chargeable to the Project, and in accordance with the CONSULTANT'S SALARY SCHEDULE included in ATTACHMENT B. Periodic revisions to the schedule may be made and any such revisions shall be submitted by CONSULTANT to the OWNER for approval.
- b. Overhead Costs including overhead on direct labor including, but not limited to, employment taxes, fringe benefits, holidays, vacation, and sick leave and all allowable general and administrative overhead costs. Overhead Costs shall be calculated as a percentage of Direct Salary Costs, with such percentage based on CONSULTANT'S audited records. The Overhead Rate to be applied to this Agreement and any special provisions relating thereto shall be set forth in ATTACHMENT B.
- c. Direct Non-Salary Expenses incurred by CONSULTANT for costs directly chargeable to the project, including but not limited to:
  - 1) Travel and subsistence.
  - 2) Computer services.
  - 3) Outside professional and technical services.
  - 4) Identifiable reproduction and reprographic charges.
  - 5) Expendable field supplies and special field equipment rental.
  - 6) Other acceptable costs for such additional items and services as may be required by the OWNER to fulfill the terms of this Agreement.
- d. Fixed Fee. In addition to the above reimbursement of costs, CONSULTANT shall be paid a fixed fee in the amount set forth in Attachment B. It is agreed that the fixed fee will be subject to adjustment in case of a work scope change, abandonment of the work prior to completion, or deletion of specific tasks.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, including a proportionate amount of the fixed fee. Invoices shall be accompanied by supporting evidence as required.

3. If no Federal funds are involved in this Agreement, an Hourly Rate method of payment for CONSULTANT'S services may be utilized as an alternative to the Lump Sum or Cost Reimbursement Plus Fixed Fee methods. Under an Hourly Rate method of payment, CONSULTANT shall be paid for the actual hours worked on the Project by CONSULTANT'S technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general and administrative overhead and professional fee. A rate schedule shall be furnished by CONSULTANT to OWNER upon request.

In addition to the foregoing, CONSULTANT shall be reimbursed at cost for the following Direct Expenses when incurred in the performance of the work:

- a. Travel and subsistence.
- b. Computer services.
- c. Owner approved outside professional and technical services.
- d. Identifiable reproduction and reprographic charges.
- e. Expendable field supplies and special field equipment rental.
- f. Other acceptable costs for such additional items and services as may be required by the Owner to fulfill the terms of this Agreement.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by support evidence as required.

- B. The OWNER, The Mn/DOT, Office of Aeronautics, the FAA, or their authorized representatives shall have access to CONSULTANT'S records for the purpose of accounting and audit. The CONSULTANT shall maintain all records relative to this Agreement for a period of not less than three years, subsequent to the OWNER'S final payment to CONSULTANT and until the project is financially closed-out by the FAA.

#### ARTICLE 4. EXTRA WORK AND SERVICES NOT INCLUDED IN THIS CONTRACT

If CONSULTANT is of the opinion that any services it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall promptly notify the OWNER of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a Supplemental Agreement entered into by both parties and approved by Mn/DOT and FAA, prior to proceeding with any extra work or related expenditures.

#### ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven calendar days' written notice. In addition, the OWNER may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the OWNER to CONSULTANT. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated, upon seven calendar days' written notice as provided above.

In the event of termination, all documents finished or unfinished, prepared by CONSULTANT under this Agreement shall be made available by CONSULTANT to the OWNER pursuant to Article 7, and there shall be no further obligation of the OWNER to CONSULTANT under this Agreement, except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, computed in accordance with Article 3.

In the event of a reduction in scope of the Project work, CONSULTANT shall be paid for the work performed and expenses incurred on the project work thus reduced and for any completed and abandoned work for which payment has not been made, computed in accordance with Article 3.

#### ARTICLE 6. DISPUTE RESOLUTION

In the event of an irreconcilable dispute under this Agreement, which is not resolvable through informal means, the parties may, upon written agreement, submit to the resolution process set out in this provision. Once the parties have agreed to the resolution process, each party shall have seven (7) calendar days to designate one representative, who shall have authority to act on this Agreement. If either party fails within that time to inform the other party in writing of its designation, the other party is free to pursue all other legal and equitable remedies. Within ten (10) calendar days of designation of the representative, the representatives shall meet and shall entertain such presentation of testimony and other evidence as the CONSULTANT and the OWNER may wish to present with respect to the dispute. Within seven (7) calendar days after the close of such presentation, the representative shall resolve the dispute or either party is free to pursue all other legal and equitable remedies. When the representatives resolve the dispute, their decision shall be final and conclusive. Should the representatives be unable to agree on a resolution of the dispute, then the parties are free to pursue all other legal and equitable remedies. Each party's costs for the dispute resolution shall be borne by the respective party.

If the parties do not agree in writing to the resolution process set out above, either party is entitled to pursue any other legal or equitable remedies available.

#### ARTICLE 7. DISPOSITION OF PLANS, REPORTS, AND OTHER DATA

At the time of completion or termination of the work, CONSULTANT shall make available to the OWNER, all maps, tracings, reports, resource materials and other documents pertaining to the work or to the Project. All such documents are not intended or represented to be suitable for reuse by the OWNER or others on extension of the Project or any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. In this regard, the OWNER will indemnify and hold harmless CONSULTANT from any and all suits or claims of third parties arising out of such reuse, which is not specifically verified, adapted or authorized by CONSULTANT.

#### ARTICLE 8. DOCUMENTS FORMING THE CONTRACT

The contract documents shall be deemed to include this Agreement with all accompanying attachments of part hereof.

#### ARTICLE 9. OWNER'S RESPONSIBILITY

- A. To permit CONSULTANT to perform the services required hereunder, the OWNER shall supply in proper time and sequence, the following at no expense to CONSULTANT.
  - 1. Provide all necessary information regarding its requirements as necessary for orderly progress of the work.

2. Designate in writing, a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret, and define OWNER'S policies with respect to CONSULTANT'S services.
3. Furnish, as required for performance of CONSULTANT'S services (except to the extent provided otherwise in ATTACHMENT A), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in ATTACHMENT A.
4. Provide access to, and make all provisions for CONSULTANT to enter upon publicly- and privately-owned property as required to perform the work.
5. Act as liaison with other agencies to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by CONSULTANT, obtain advice of an attorney, insurance counselor or others as OWNER deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
7. Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services or any defect in the work of Construction Contractor(s), Consultants or CONSULTANT.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollutant in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of these General Provisions, "pollution" shall mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste, pollutant or contaminant now or hereinafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.

If CONSULTANT encounters, or reasonably suspects that it has encountered, asbestos, or pollution, including soil contamination in the project area, CONSULTANT shall cease activity in said area and promptly notify the OWNER who shall proceed as set forth above. Unless otherwise specifically provided in ATTACHMENT A, the services to be provided by CONSULTANT do not include identification of asbestos or pollution, including soil contamination and CONSULTANT has no duty to identify or attempt to identify the same in the project area.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project and such auditing services as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction contract.

10. Provide such inspection services (except to the extent provided otherwise in ATTACHMENT A) as OWNER may require to ascertain that Contractor (s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
  11. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the Project.
  12. Provide written notice to CONSULTANT when the project has been financially closed-out by FAA.
  13. Provide other services, materials, or data as may be set forth in ATTACHMENT A.
- B. CONSULTANT shall be entitled to rely on the accuracy and completeness of information or services furnished by the OWNER. If CONSULTANT finds that any information or services furnished by the OWNER is in error or is inadequate for its purpose, CONSULTANT shall promptly notify the OWNER.

#### ARTICLE 10. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in ATTACHMENT A, a part hereof, are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgement as an experienced and qualified design professional. It is recognized, however, that CONSULTANT does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and that any evaluation of any facility to be constructed or reacquired, or work to be performed on the basis of CONSULTANT'S cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, CONSULTANT cannot and does not guarantee that proposals, bids, or actual costs will not substantially vary from opinions, evaluations or studies submitted by CONSULTANT to OWNER hereunder.

#### ARTICLE 11. CONSTRUCTION PHASE SERVICES

OWNER acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with approval of shop drawings and same submittals, and (4) as a result of and in response to CONSULTANT'S detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. OWNER agrees that if CONSULTANT is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, CONSULTANT will not be responsible for, and OWNER shall indemnify and hold CONSULTANT (and CONSULTANT'S professional associates and consultants) harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by OWNER or others. Nothing contained in this paragraph shall be construed to release CONSULTANT (or CONSULTANT'S professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which CONSULTANT has undertaken or assumed under this Agreement.

#### ARTICLE 12. INSURANCE

CONSULTANT shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims for damages against it because of injury to or destruction of property including loss of use resulting therefrom.



Also, CONSULTANT shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which CONSULTANT is legally liable. However, CONSULTANT hereby states and the OWNER acknowledges, that CONSULTANT has no professional liability (errors and omissions) or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, modification, removal or disposal of (1) pollutants or of (2) products, materials or processes containing asbestos. Pollutants herein under (1) above meaning any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Accordingly, the OWNER hereby agrees to bring no claim for non-negligent services, breach of contract, or other cause of action against CONSULTANT, its principals, employees, agents and consultants if such claim in any way arises out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants, or the investigation of or remedial work related to such pollutants or asbestos in the project. Certificates of insurance will be provided to the OWNER upon request.

#### ARTICLE 13. INDEPENDENT CONTRACTOR

The CONSULTANT in performance of work hereunder operates as an independent contractor and covenants and agrees that it will conduct itself consistent with such status, that is will neither hold itself out as nor claim to be an officer or employee of the OWNER by reason hereof, and that it will not by reason hereby, make any claim, demand or shall it apply for any right or privilege applicable to an officer or employee of the OWNER, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

#### ARTICLE 14. FEDERAL AND STATE PARTICIPATION

Work performed under this Agreement may be financed in part by State and Federal funds. However, payments to CONSULTANT will be made by the OWNER.

The State of Minnesota and the United States are not parties to this Contract and no reference herein to the Mn/DOT, Office of Aeronautics, and to the FAA or any representatives thereof makes the State of Minnesota or the United States a party to the Contract.

#### ARTICLE 15. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or legal entity has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability or in its discretion to deduct from payment to CONSULTANT the full amount of each commission, percentages, brokerage, or contingent fee.

#### ARTICLE 16. FEDERAL CONTRACT CLAUSES

If this Agreement is to be financed in part by Federal funds, certain federally-required, contract clauses must be incorporated. These federally-required, contract clauses, included as ATTACHMENT C, are hereby incorporated herein and made a part of this Agreement. The ATTACHMENT C incorporated is for Non-Construction Contract of (check as appropriate):

- \$10,000 or less
- \$10,001 to \$25,000
- \$25,001 to \$100,000 or
- \$100,001 and over

The term "contractor" as used in said ATTACHMENT is understood to mean CONSULTANT.

## ARTICLE 17. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom CONSULTANT performs work hereunder, shall not be assigned, sublet or transferred without written consent of the OWNER.

ARTICLE 18. NOTICES

All notices required by law or by this Agreement to be given to the CONSULTANT must be written and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to CONSULTANT at such premises and at the following address:

Short Elliott Hendrickson Inc.  
3535 Vadnais Center Drive  
St. Paul, Minnesota 55110

All notices required or permitted to be given to the OWNER hereunder shall be given by United States mail, postage prepaid, and addressed to:

City of Grand Rapids  
c/o City Engineer  
City Hall  
420 N Pokegama Avenue  
Grand Rapids, MN 55744

Notice shall be deemed given as of the date said notice is deposited in the mail or personally delivered.

The parties must notify each other promptly in the event of a change in name or address.

ARTICLE 19. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

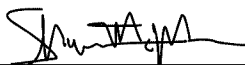
ARTICLE 20. SPECIAL CONDITIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**City of Grand Rapids, MN**  
\_\_\_\_\_  
OWNER

**Short Elliott Hendrickson Inc.**  
\_\_\_\_\_  
CONSULTANT

By \_\_\_\_\_

By  \_\_\_\_\_

Attest \_\_\_\_\_

Attachments: A, B, C

## ATTACHMENT A

### PROPOSAL FOR ENGINEERING SERVICES

**CITY OF GRAND RAPIDS, MINNESOTA  
2021 BEACON RELOCATION  
GRAND RAPIDS-ITASCA COUNTY AIRPORT  
AIP NO. 3-27-0037-24-21**

#### PROJECT SCOPE:

This project consists of the replacement of the existing beacon at the Grand Rapids-Itasca County Airport. The current beacon has met its minimum useful life and the visibility is potentially impacted by vegetative growth in the vicinity. Maintenance has also become a hazard due to the lack of proper safety features to maintain the light and special certification is required to climb and service. The existing beacon pole, the existing beacon light, and the existing footing will be removed. A new footing will be constructed in a new location and the pole will be replaced with a new tip-down pole. The beacon light will also be replaced. New wiring will be installed in conduit from the electrical vault to the beacon location. Also, the beacon will be relocated from the east side of the primary runway to a new location within the existing building area and closer to the main apron, improving access for maintenance and security.

#### SCOPE OF SERVICES:

Services to be provided include program coordination, project formulation, engineer's design report, final design, bidding services, subcontractor coordination, and project management. Deliverables will include final plans and specifications for a 2021 construction project. Construction observation and administration services as well as closeout report services will also be provided.

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

1. Scoping, Review and Project Coordination: Detailed project scoping, including review and coordination with MnDOT, FAA, and other regulatory agencies. Update scope, as needed, based on input received.
2. Project Formulation: Completion of the project and grant pre-application, cost breakdowns and eligibility determinations. The required categorical exclusion (CATEX) checklist and letter will also be submitted to the FAA for approval.
3. Engineer's Design Report (EDR): An engineer's design report will be completed per FAA requirements. An initial draft version of the EDR will be completed and sent to the FAA for review and comments. Comments provided by the FAA will be addressed and resubmitted as the final design report.
4. Topographical Survey: A comprehensive field survey will be completed to obtain topographical information including existing equipment and relevant ground elevations.
5. Construction Safety Plan/Airspace Analysis: A construction safety and phasing plan will be prepared for the Project and submitted to the FAA. A safety plan and compliance document form and an airspace analysis during construction will be submitted with the safety plan.
6. Detailed Design: Detailed design includes the beacon footing and necessary electrical layout as well as site design.
7. Construction Plans: Prepare construction drawings consisting of approximately the following plan sheets:
  - Title sheet
  - Construction Safety Plan
  - Statement of Estimated Quantities

- Demolition Plan
  - Erosion Control Plan and Details
  - Topography and Construction Plan Drawings for New Equipment
  - Electrical Plan
  - Details, Standard Plates, Construction Notes
8. Quantity Calculations and Cost Estimates: Quantities will be calculated for use on the bid form and for updating the construction cost estimates.
  9. Construction Bidding Documents: Prepare a bid proposal project manual consisting of advertisement for bids, table of contents, MnDOT / FAA requirements, proposal documents, specifications, special provisions, wage rates and schedule of prices.
  10. Quality Control Review: Provide quality control review and final review of the plans and specifications. QA/QC includes the time required by the Consultant for the overall administration of the project, including internal meetings; quality control and assurance; reviews; and coordination with the Owner, FAA, MnDOT, and other regulatory agencies and utilities.
  11. Bidding and Award: Respond to questions from prospective contractors and issue addenda as needed. Assist the sponsor with obtaining construction quotes for the project and tabulating quote results. Provide a recommendation of award of contractor to the Sponsor and assist with requesting an FAA and State grant for the project.
  12. Pre-Construction Activities. Hold a pre-construction conference prior to beginning construction to outline and discuss project requirements, administration procedures, and other construction related information. The Consultant will administer the pre-construction conference, issue notifications, and record meeting minutes.
  13. Submittal and Shop Drawing Review. Review product and material data, shop drawings, samples, and other items required to be submitted by the Contractor.
  14. Construction Observation. Provide construction observation for the duration of construction. A Resident Project Representative (RPR) will be on-site (during critical work elements such as runway closures, concrete foundation work, and other important milestones) to assist in ensuring that construction is performed in accordance with contract documents. The RPR will document and record construction progress through a daily journal and weekly progress reports.
  15. Pay Estimates. Prepare one partial pay estimate during construction and a final pay estimate upon completion of construction. Actual completed quantities will be tabulated for use in preparing pay estimates.
  16. Final Inspection/Punch List. Conduct a final inspection with the Contractor after completion of the work and prior to project acceptance. A punch list will be developed by the Consultant, and provided to the Contractor, if any deficiencies are found.
  17. Record Drawings. Record drawings will incorporate any modifications or additions that occurred during construction. The ALP will be updated with as-built conditions. A final plan set will be plotted and distributed to the City for their records.
  18. Subcontractor and Subconsultant Coordination: Scheduling, coordination, project site escorting, and review of subcontractor deliverables, including subcontracts, reports and design data.
  19. Project Management: Overall administration of the project, including internal and external meetings, coordination of plan and specification review with the Owner, MnDOT Office of Aeronautics, FAA, and other regulatory agencies as required.
  20. FAA Project Quarterly Reports. Prepare FAA Quarterly Reports and submit to FAA on a quarterly basis until grant closeout.

21. FAA Closeout Report. Prepare a "Project Closeout Report" as required by the FAA by using the "Sponsors Guide to Quality Project Closeout Report Requirements" (FAA Publication).

Sub-consultants performing work under this proposal include the following:

1. Barr Engineering Electrical and circuitry design will be performed by Barr Engineering, of Minneapolis, Minnesota.
2. Braun Intertec. Standard penetration soil borings, and a geotechnical analysis will be performed by Braun Intertec, of St. Cloud, Minnesota.

**ESTIMATED FEES AND EXPENSES**  
**ATTACHMENT B**  
**2021 BEACON RELOCATION**  
**FINAL DESIGN, PLANS, SPECIFICATIONS, AND CONSTRUCTION ADMINISTRATION**  
**GRAND RAPIDS-ITASCA COUNTY AIRPORT**

Task No.	Task Description	Project Manager	Project Engineer	Senior Technician	Survey Crew Chief	Administrative Assistant
1.	Scoping, Review, and Project Coordination	2	2			
2.	Project Formulation		2			
3.	Engineer's Design Report (EDR)	2	4			
4.	Topographical Survey		4		8	
5.	Construction Safety Plan/Airspace Analysis	2	4	2		
6.	Detailed Design	2	10	2		
7.	Construction Plans		10	4		
8.	Quantity Calculations and Cost Estimates		2			
9.	Construction Bidding Documents	1	8			4
10.	Quality Control Review	2				
11.	Bidding and Award	4	8			
12.	Pre-Construction Activities	4	4			
13.	Submittal and Shop Drawing Review		2			
14.	Construction Observation		40			
15.	Pay Estimates	1	2			
16.	Final Inspection/Punch List	4	4			
17.	Record Drawings	1	1	2		
18.	FAA Quarterly Reports		1			
19.	FAA Closeout Report	1	2			1
20.	Subcontractor Coordination	2				
21.	Project Management	2				
	<b>Total Hours per Labor Category</b>	<b>30</b>	<b>110</b>	<b>10</b>	<b>8</b>	<b>5</b>

**ESTIMATE OF LABOR COSTS:**

Labor Category	Hours	Rate	Extension
Project Manager	30	\$59.98	\$1,799.40
Project Engineer	110	\$32.09	\$3,529.90
Senior Technician	10	\$41.25	\$412.50
Survey Crew Chief	8	\$39.52	\$316.16
Administrative Assistant	5	\$29.99	\$149.95
<b>Total Direct Labor Costs:</b>	<b>163</b>		<b>\$6,207.91</b>
Salary Overhead (35%)			\$2,172.77
General and Administrative Overhead (137%)			\$8,504.84
<b>Total Labor Costs</b>			<b>\$16,885.52</b>

**Fee (15%)**

**\$2,532.83**

**ESTIMATE OF EXPENSES:**

Direct Expenses	Quantity	Rate	Extension
Survey Equipment (GPS)	8	\$30.00	\$240.00
Survey Van	8	\$5.00	\$40.00
Employee Mileage	800	\$0.56	\$448.00
Employee Per Diem	5	\$124.00	\$620.00
Employee Auto Usage	5	\$16.00	\$80.00
Equipment Usage	163	\$3.00	\$489.00
Geotechnical Investigation (Braun Intertec)	1	\$2,915.00	\$2,915.00
Electrical Design (Barr Engineering)	1	\$6,200.00	\$6,200.00
Reproductions / Miscellaneous	1	\$100.00	\$100.00

**Total Expenses**

**\$11,132.00**

**SUMMARY:**

Total Labor Costs + Expenses

\$30,550.35

**Estimated Total**

**\$30,600.00**

January 13, 2021

Ms. Lindsay Reidt, PE  
**SHORT, ELLIOTT, HENDRICKSON, INC.**  
3535 Vadnais Center Drive  
St. Paul, Minnesota 55110

**RE: GRAND RAPIDS, MN AIRPORT – BEACON REPLACEMENT PROJECT  
PROPOSAL FOR ELECTRICAL ENGINEERING SERVICES**

Dear Lindsay:

Thank you for contacting us regarding electrical engineering services for the Grand Rapids, MN Airport beacon replacement project. We are providing this letter to outline our understanding of the project, our proposed scope of services, and our proposed fees for the design and bid phase of the project.

**PROJECT DESCRIPTION**

We understand that the City of Grand Rapids would like to replace their existing airport beacon with a new beacon in a new location. We anticipate that the new beacon would be fed from the same source in the existing electrical vault as the existing beacon. Therefore we have included a site visit to verify existing conditions in our scope of services below. We also anticipate that the new beacon will be mounted on a tip-down pole to enable ease of maintenance.

This proposal is intended to outline our scope of service pertaining to design phase activities to support installation of the electrical portions of the project, as outlined further below. However we are not including construction phase services in this proposal. Such services may be provided in a separate, future proposal.

**SCOPE OF SERVICES**

In support of your efforts, Barr proposes to provide the following subconsultant services to Short, Elliott, Hendrickson (SEH):

1. A site visit to make observations of existing conditions.



2. Provide electrical design and circuiting redlines for SEH to incorporate on the AutoCAD drawing of the airfield plan, as has been our usual method on similar past projects.
3. Provide electrical design redlines for detail sheets for SEH to incorporate in their AutoCAD drawings, as has been our usual method for airfield related details.
4. Provide details regarding the electrical vault changes, additions, and modifications such as may be required, to operate the beacon in similar fashion to the existing one. Note that this scope item does not include any L-854 control system design.
5. Provide technical specifications for the electrical work.
6. Bid-phase assistance including addressing questions which may arise from bidders and addenda items as necessary.
7. As mentioned above construction phase services are not included in the scope of this proposal.

<b>PROPOSED FEE</b>
---------------------

Barr Engineering proposes to provide the outlined scope of services to SEH on a lump sum basis of \$6,200.

Services are billed monthly according to the percentage of work complete. Reimbursables such as automobile mileage are included in the total above.

Thank you for the opportunity to present this proposal. We look forward to working with you on this project.

Sincerely,

**BARR ENGINEERING CO.**



Mark E. Ziemer, P.E.

Senior Electrical Engineer

January 14, 2021

Proposal QTB132232

Ms. Lindsay Reidt  
SEH, Inc.  
3535 Vadnais Center Drive  
Saint Paul, MN 55110

Re: Proposal for a Geotechnical Evaluation  
Beacon Relocation GPZ  
Grand Rapids/Itasca County Airport  
1500 7<sup>th</sup> Avenue SE  
Grand Rapids, Minnesota

Dear Lindsay:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the proposed beacon relocation project at the referenced site.

## **Project Information**

Per our correspondence with you, we understand the airport's existing beacon is planned to be relocated. The beacon will be relocated to an area near the existing buildings and aprons. At this time, no details on the beacon design are known.

## **Purpose**

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at the selected exploration location, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of the new beacon.

## **Scope of Services**

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

## **Site Access**

Based on aerial photographs, it appears that the site will require an all-terrain vehicle (ATV) drill rig. We assume there will be no cause for delays in accessing the exploration location. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

We assume SEH Inc., will stake prospective subsurface exploration location and provide the surface elevation at the location. Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration location from the proposed location to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access the boring location. Restoration of vegetation and turf is not part of our scope of services.

### **Utility Clearance**

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration location of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

### **Penetration Test Boring**

We propose to drill 1 standard penetration test boring for the beacon relocation, extending to a depth of 14 1/2 feet. We will perform standard penetration tests at 2 1/2-foot vertical intervals.

If the boring encounters groundwater during or immediately after drilling, we will record the observed depth on the boring log.

If the intended boring depth does not extend through unsuitable material, we will extend the boring at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

### **Borehole Abandonment**

We will backfill our exploration location immediately after completing the drilling. We currently do not anticipate having to seal the boring. Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades. We are not assuming responsibility for re-leveling after we complete our fieldwork.

### **Sample Review and Laboratory Testing**

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing moisture content tests and mechanical analyses (through a #200 sieve only). We will adjust the actual number and type of tests based on the results of our boring.

### **Engineering Analyses**

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to beacon design and performance.

## **Report**

We will prepare a report including:

- A sketch showing the exploration location.
- Log of the boring describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater condition.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing structure subgrade, and the selection, placement and compaction of fill.
- Recommendations for the design and construction of the beacon foundation.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

## **Schedule**

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 2 weeks following receipt of written authorization
- Field exploration – 1 day on site to complete the work
- Classification and laboratory testing – within 1 to 2 weeks after completion of field exploration
- Preliminary results – within 1 week after completion of field exploration
- Final deliverables submittal – within 1 week after completion of laboratory testing

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

## **Fees**

We will furnish the services described in this proposal for a lump sum fee of \$2,915. Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. If conditions occur that require us to work outside of these hours, we will request additional fees to cover our additional overtime costs.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

## **General Remarks**

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We will provide our services under the terms of the Master Service Agreement dated July 2, 2008.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Aaron Tast at 320.980.3504 or Colin Anderson at 320.305.0628.

Sincerely,

BRAUN INTERTEC CORPORATION



Colin L. Anderson, EIT  
Staff Engineer



Steven A. Thayer, PE  
Senior Engineer

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The proposal is accepted, and you are authorized to proceed.

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**Authorizer's Firm**

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**Authorizer's Signature**

---

**Authorizer's Name (please print or type)**

---

**Authorizer's Title**

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**Date**

## ATTACHMENT C

### ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

### BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

### GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

#### Title VI Solicitation Notice:

The **Sponsor**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

#### Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be

notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;



- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### **CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

#### **CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

#### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

#### **DISADVANTAGED BUSINESS ENTERPRISES**

**Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

### **A1.1.1 RACE/GENDER NEUTRAL LANGUAGE**

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

#### **TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

#### **ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

#### **FEDERAL FAIR LABOR STANDARDS ACT**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

#### **CERTIFICATION REGARDING LOBBYING**

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## OCCUPATIONAL SAFETY AND HEALTH ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

## CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

### Certifications

- a) The applicant represents that it is ( ) is not ( ✓ ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) The applicant represents that it is ( ) is not ( ✓ ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

### Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

### Term Definitions

**Felony conviction:** Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

## Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **Termination for Default (Professional Services)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold

Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

### **VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 21-1635      **Version:** 1      **Name:** Waynes Auto Land Lease  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/21/2021      **In control:** City Council  
**On agenda:** 1/25/2021      **Final action:** 1/25/2021  
**Title:** Consider extending the current Lease Agreement between the City of Grand Rapids and Wayne's Automotive

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Piskel Lease final - 2021 update](#)

Date	Ver.	Action By	Action	Result
1/25/2021	1	City Council		

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

**Background Information:**

On October 28, 2013, the City of Grand Rapids entered into a Lease Agreement with Wayne's Automotive for the construction and operation of a compressed natural gas (CNG) fueling facility. Since the original lease, Wayne's Automotive has installed the CNG equipment but due to low fuel prices, the equipment is not be utilized. Wayne's may restart the CNG equipment if gasoline prices rise in the future and would like to maintain the lease.

The Property Description is outlined in Exhibit "A" of the Lease Agreement as the South 24 feet of the WEst 36 feet of Lot 12, Block 19 or the original plat of Grand Rapids and the east half of the undeveloped North-South platted alley adjacent thereto. The sum of \$540 shall be paid on or before the first day of each year of the three (3) one year terms, made payable to the Grand Rapids City Finance Department.

**Staff Recommendation:**

Matt Wegwerth, Public Works Director/City Engineer, recommends extending the current Lease Agreement with Wayne's Automotive

**Requested City Council Action**

A motion extending the current Lease Agreement between the City of Grand Rapids and Wayne's Automotive for a Three year term, effective January 1, 2021 through December 31, 2023

## LEASE AGREEMENT

This Lease Agreement is made this 25th day of January, 2021, by and between the City of Grand Rapids, a Minnesota municipal corporation with its principal offices at 420 North Pokegama Avenue, Grand Rapids, Minnesota (hereinafter “City”) and Wayne’s Automotive, a Minnesota corporation duly organized under the laws of the State of Minnesota, with its principal office at 200 North Pokegama Avenue, Grand Rapids, Minnesota (hereinafter “Lessee”).

### RECITALS

WHEREAS, the City is a municipality and the owner of property located within the City, the legal description of which is set forth on Exhibit “A” attached hereto (the “Premises”); and

WHEREAS, Lessee is a Minnesota corporation that wishes to build, operate and maintain a compressed natural gas (CNG) fueling facility on the Premises owned by City.

NOW, THEREFORE, in consideration of the covenants, terms and conditions of this agreement the parties agree as follows:

1. **Premises:** City shall lease to Lessee the Premises described on Exhibit “A” attached hereto. The parties acknowledge and agree that Lessee intends to design, build and operate a public access CNG fueling station pursuant to the terms of this lease. The site will only be used for purposes reasonably related to the operation of a CNG station.

2. **Term:** This Lease will commence on January 1, 2021 and remain in effect through December 31, 2023

3. **Rent:** The Lessee shall pay rent to the City, in the sum of \$540.00 per year; payments will be mailed to the City of Grand Rapids, Attn: Finance Department, 420 North Pokegama Avenue, Grand Rapids, MN 55744.

4. **Site Improvements and Construction:** Lessee shall make all necessary site improvements to the property and shall be responsible for all permitting, material and labor costs associated with said site improvements, subject to the removal provisions of paragraph 17 below at either termination or expiration of this lease. Lessee will also be responsible for the design, permitting, material and labor costs associated with constructing said CNG station, including, but not limited to, obtaining planning board approval. Lessee shall utilize an underground location service to determine the underground infrastructure prior to any underground work performed. Lessee also further agrees that it shall not permit liens to attach or remain on upon the leased premises for labor or material furnished in connection with said construction.

The Lessee agrees that the improvements above and beyond the installation of the CNG equipment, including fences, landscaping, etc. be approved by the City Community Development Director and shall be done in a manner that is aesthetically appealing.

5. **Utilities:** In the event Lessee requires any additional utilities or related equipment, the installation and maintenance thereof shall be the Lessee's sole obligation, provided that such installation shall be subject to prior written consent of the City.

6. **Use of Leased Premises:** The Lessee shall use the leased premises only for the purpose of operating and maintaining a CNG fuel station. All of Lessee's personnel working at the CNG fuel station on the premises shall be trained in CNG station operation and maintenance.

7. **Use of Hazardous Materials:**

A. Consent to Use Materials. City recognizes that once Lessee takes possession of the Premises and commences its operations, Lessee shall introduce and use hazardous materials on, in or about the Premises for business operations. Lessee hereby covenants not to permit or introduce any other hazardous materials onto the Premises except as may be necessary and useful to Lessee's operation hereunder. Lessee shall maintain current listings of all hazardous materials used on the Premises and will provide the list to City upon request.

B. Breach of Obligation:

(1) Indemnification – If Lessee breaches its obligations hereunder such that the presence of hazardous materials in, on or under the Premises, caused, permitted, or brought on the Premises by Lessee, its agents, representatives, or invitees, results in the contamination of the Premises, Lessee shall; indemnify, defend, and hold City and their officers, agents, and employees harmless from any and all damages, losses, costs, claims, judgments, penalties, fines, or liabilities, including without limitation sums paid in settlement of claims, attorney's fees, consultant fees, and expert fees (collectively referred to as "Claim") which arise as a result of such contamination caused by Lessee, its officers, employees, agents, representatives and invitees. City hereby agrees to not settle or attempt to settle or compromise any claim defended by Lessee without Lessee's written consent.

In addition to the above, this indemnification of City by Lessee includes, without limitation, costs incurred in connection with any cleanup, remediation, removal, or restoration work required under any federal, state or local environmental laws, rules, ordinances, or codes resulting from contamination for which Lessee is legally liable to City under this paragraph.

Without limiting the foregoing, if any hazardous material in, on or under the Premises caused, permitted or brought on the Premises by Lessee, its agents, representatives, or invitees, results in any contamination of the Premises, Lessee shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such hazardous material to the Premises, provided that City's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld.



C. Conditions of Indemnification: Lessee's obligations and liabilities for the above indemnification shall be subject to the following terms and conditions:

(1) Notice—City shall give notice to Lessee immediately upon its receipt of any notice of contamination or the presence of hazardous materials in, on or under the Premises. In the event Lessee is advised of such hazardous materials or contamination by any authority prior to City receiving notice of the same, Lessee shall provide notice to City.

(2) Investigation by Independent Environmental Consultant—During the Lease period and any Option period, if exercised, upon notice of the presence of hazardous material in, on or under the Premises or notice of contamination, Lessee shall retain an independent environmental consultant to be mutually agreed to by Lessee and City to undertake an investigation of the Premises. City has the right, at its sole expense and if it deems necessary, to obtain its own independent environmental consultant to examine the Premises and/or review results of said independent environmental consultant's report. If the investigation of the Premises reveals hazardous material in, on or under the Premises caused, permitted or brought on the Premises by Lessee, its agents, representatives, or invitees, has resulted in the contamination of the Premises, Lessee shall promptly undertake, at its sole expense, the defense of any claim resulting from such contamination and commence and complete any cleanup, remediation or restoration work required by any federal, state or local laws, rules, regulations, ordinances or codes and required under the terms of this Agreement. If any investigation report of the Premises reveals hazardous materials in, on or under the Premises which has not been accused, permitted or brought on the Premises by Lessee, its agents, officers, employees, representatives or invitees, City shall reimburse Lessee for the costs of the Lessee's independent environmental consultant and promptly undertake, at its sole expense, the defense of any claim resulting from such contamination. In the event any contamination not caused by Lessee necessitates remediation by City, the parties have forty-five (45) days from City's receipt of the environmental assessment report to agree upon the manner of remediation and the cost thereof, or this Agreement shall automatically terminate and be null and void. Upon such termination Lessee may elect, at its sole discretion, to either (a) sell the station to the City at a mutually-agreeable price, providing City with the written Bill of Sale and vacating the Premises, or (b) remove or abandon the station and promptly vacating the Premises or be held in trespass.

D. Survival of Indemnity: The foregoing indemnity shall survive the expiration or earlier termination of this Lease; provided, however, that Lessee shall have an opportunity to eliminate this indemnification obligation if no later than sixty (60) days following said expiration or termination of this Lease, requiring Lessee to vacate the Premises, Lessee, at its sole expense, retains an independent environmental consultant approved by City and commences and completes an inspection of the Premises to

determine if said Premises are in compliance with municipal, state, and federal environmental protection and toxic waste laws, health and safety laws, and other ordinances, codes, rules, and regulations promulgated thereunder. Lessee's retained independent consultant's assessment shall cover the entire leased Premises and improvements and cover Lessee's entire period of occupation, possession, use of and operation of the Premises. City may, if it deems necessary, retain its own independent environmental consultant to examine the Premises and improvements in a like manner.

In the event the environmental assessments reveal no evidence of contamination and requires no further testing under the applicable federal, state and local environmental laws, rules, regulations, ordinances and codes, and City has been provided all assessment reports, then and in that event, Lessee's indemnity obligation hereunder shall cease as of the date of all completed assessments.

In the event any or all environmental assessments reveal contamination of the Premises for which Lessee is legally liable to City to remediate, Lessee shall, at its sole expense, remediate and remedy the total contamination and indemnify City pursuant to the terms of this paragraph until City is in receipt of a written report from City's independent environmental consultant that the remediation performed successfully has remedied and eliminated all environmental dangers and no further remediation is necessary as required under federal, state, and local environmental laws, rules, regulations, ordinances and codes.

E. Inspection: City and its agents shall have the right, but not the duty, to inspect the Premises during business hours, upon 24 hours prior notice, except in the event of an emergency, in which event such entry may be made without notice and at any time to determine whether Lessee is complying with the terms of this paragraph 8. If Lessee is not in compliance with this paragraph and has failed to remedy the noncompliance within thirty (30) days after a written request by City, or failed to commence remediation efforts if the noncompliance is of a nature which cannot reasonably be remedied within thirty (30) days, City shall have the right to immediately enter the Premises to remedy any contamination caused by Lessee's failure to comply. Notwithstanding any other provisions of this Lease, if Lessee has failed to comply with the provisions of this paragraph and City is required to act on Lessee's behalf, the cost of remedy shall be borne exclusively by Lessee; however, City shall use its best efforts to minimize interference with Lessee's business, but shall not be liable for any interference caused thereby.

G. Definitions:

(1) Hazardous Material—As used herein, the term "hazardous material" shall mean any reportable quantity of a hazardous or toxic substance, material, or waste listed in the United States Department of Transportation Hazardous Materials Table or by the Environmental Protection Agency as hazardous substances, the Toxic Substance Control Act, or such substances, materials, and wastes that are or become regulated under any applicable local,

state or federal law, rules, regulations, ordinances and codes. Whether a hazardous material exists in a reportable quantity shall be defined and governed by any and all applicable local, state and federal environmental laws, rules, regulations, ordinances and codes.

(2) Contamination—As used herein, the term “contamination” shall mean the presence of hazardous material in violation of any applicable federal, state or local environmental laws, rules, regulations, ordinances and codes.

8. **Snow/Ice Removal**: Lessee shall provide snow removal services on an as-needed basis in addition to sand and/or salt applications to ensure that the CNG station fuel island lanes are safe for passage of vehicles and drivers.

9. **Maintenance**: Lessee agrees to maintain the leased premises in good condition. Lessee shall not permit the leased premises to be overloaded, damaged, stripped, defaced, nor to suffer any waste. Lessee shall obtain written consent of the City as well as applicable permits before erecting any sign on the premises.

10. **Premises Subleasing**: Lessee shall not assign or sublet the whole, or any part of, the leased premises without City’s prior written consent. Notwithstanding such consent, Lessee shall remain liable to the City for the payment of rent and the full performance of the covenants and conditions of this Lease.

11. **City’s Access**: The City and its authorized representatives shall have the right to enter the premises at all times for any of the following purposes:

A. To determine whether the premises are in good condition and whether the Lessee is complying with its obligations under this agreement;

B. To do any necessary emergency maintenance or to make any restoration to the premises.

12. **Compliance with Laws**: Lessee shall pay for, at its sole cost and expense, and maintain during the term, and any extension thereof, all applicable permits, licenses, approvals, tariffs, tolls and fees and shall comply with all laws, ordinances, rules, standards, orders and/or regulations of any government entity or agency in conjunction with the performance of this Lease. The City assumes no liability or responsibility whatsoever with respect to Lessee’s operations at the premises or the facility.

13. **Insurance**: At all times Lessee occupies the Leased Premises or any portion thereof, Lessee shall, at its sole cost and expense, carry and maintain public liability insurance in the name of both City and Lessee, insuring against claims for injury, wrongful death or property damage occurring upon, in or about the Leased Premises, with minimum limits of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) on account of bodily injuries to or the death of one person, One Million and 00/100 Dollars (\$1,000,000.00) on account of bodily injuries to or the death of more than one person as a result of any one accident or disaster, and property damage

insurance with minimum limits of One Hundred Fifty Thousand and 00/100 (\$150,000.00). Such coverage shall require that the City be notified not less than thirty (30) days before the cancellation of the insurance. Lessee shall, if requested by the City, provide the City evidence of such insurance.

14. **Indemnity**: Lessee hereby agrees to release, defend, to indemnify, and to save harmless City and its officers, agents, and employees from and against any and all loss of, or damage to, property, or injuries to, or death of, any person or persons, as well as from and against any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever, of or by anyone whomever, in matters resulting from, or arising out of, or alleged to have resulted from or to have arisen out of, directly or indirectly, Lessee's operations or activities under or in connection with this Lease or Lessee's use and occupancy of any portion of the Premises, and including, without limiting the generality of the foregoing, acts and omissions of Lessee's officers, employees, representatives, suppliers, invitees, contractors or agents. Provided, however, Lessee shall not be liable for any loss occasioned by the negligence or willful misconduct of City, its respective officers, agents and employees. City covenants to give Lessee prompt notice of any claims. This indemnify provision shall survive the termination and/or expiration of this Lease for a period of ten (10) years.

15. **Damage and Vandalism by Third Parties**: Lessee will promptly notify the City of damage to the CNG fuel station facility due to acts of God or vandalism by third parties. Lessee will undertake any necessary repairs or emergency work as soon as possible. Lessee will be responsible for all costs and expenses associated with any repairs or other work to restore the CNG fuel station facility as a result of such damage to the extent not covered by insurance proceeds.

16. **Termination**: The term and this Lease shall immediately terminate without further notice upon the occurrence of any of the following events (Termination Events):

A. Lessee breaches any of its obligations under this Lease and fails to cure such breach within thirty (30) days after the City delivers written notice of such breach to Lessee, except in the case of Lessee's failure to maintain insurance as required in Section 13 hereof, termination shall be immediate upon expiration of insurance. However, if the City chooses to pay any unpaid or overdue insurance costs, Lessee shall have ten (10) business days to repay those costs and reactive this Lease.

B. Lessee commences a voluntary case under federal bankruptcy laws, or shall apply for, consent to or acquiesce in the appointment of, or taking possession by, a trustee, receiver, custodian or similar official or agent for itself or any substantial part of its property.

C. A trustee, receiver, custodian or similar official or agent is appointed by an outside party for the Lessee or any substantial part of its property.

D. Lessee is the subject of an involuntary case brought pursuant to federal bankruptcy laws, or a petition or action seeking Lessee's reorganization, readjustment,

arrangement, composition, dissolution, or other similar relief, whether under federal or state law, is brought against it and remains undismissed for a period of sixty (60) days.

E. Any purported lien or attachment against the premises or Lessee's property therein, is claimed, filed, recorded or asserted and the same is not fully released, discharged or abated within a period of ninety (90) days.

F. Lessee attempts to assign or purportedly assigns this Lease without City's written prior consent.

G. The City and/or the Grand Rapids Economic Authority have entered into an agreement involving the sale or redevelopment of the premises.

H. The City has determined it is necessary to improve the premises and that improvement requires the use of the premises.

Lessee hereby warrants that none of the foregoing termination events is occurring or has occurred as of the date of inception of this Lease. Further, Lessee shall pay City all costs and expenses incurred by City in connection with the termination of the Lease and eviction of the Lessee.

17. **Removal of Station Improvements by Lessee:** Unless otherwise agreed to by the parties in writing, upon termination or expiration of this lease, Lessee shall be obligated to remove all station alterations and improvements constructed by Lessee to the leased Premises (including any and all of Lessee's merchandise, equipment, furnishings, fixtures, machinery and tools relating to said alterations and improvements from the Premises). The Premises must be restored in all material respects to its original condition as it existed upon the effective date of this Lease. Lessee shall use its best efforts to complete such removal within thirty (30) days but in no event in excess of sixty (60) days after termination or expiration of this Lease. In the event the removal causes damage to the Premises that is not repaired by Lessee, Lessee shall reimburse City for the repair and restoration by Lessee of the Premises to a condition substantially as good as the condition of the Premises prior to occupancy by Lessee

18. **Dispute Resolution:** City and Lessee agree that any and all disputes shall be resolved pursuant to the terms and conditions of this paragraph.

A. City and Lessee agree to negotiate in good faith all disputes arising from or relating to this Lease or the termination thereof between them for a period of thirty (30) days from the date of notice before exercising their dispute resolution rights under this paragraph.

B. If the dispute cannot be settled through negotiation, the parties agree to endeavor in good faith to settle the dispute in an amicable manner by mediation before resorting to litigation.

C. If mediation is unsuccessful in resolving a dispute, the parties irrevocably submit to the jurisdiction and venue of the Itasca County District Court, Minnesota, for the resolution of such dispute.

19. **Notice:** Correspondence and/or other communications regarding this Lease shall be addressed to the following individuals, postpaid by registered or certified mail or via email, return receipt requested, to:

City:  
City of Grand Rapids  
Attn: City Administrator  
420 No. Pokegama Ave.  
Grand Rapids, MN 55744

Lessee:  
Wayne's Automotive  
Attn: Joe Piskel  
200 No. Pokegama Ave.  
Grand Rapids, MN 55744

20. **Entire Agreement:** This Lease agreement supersedes, terminates, and merges all prior, collateral, contemporaneous agreements, written or oral, between the parties relating to the subject matter hereof.

21. **General:**

A. No promises, agreements, representations, or warranties shall be binding upon either party unless the same is evidenced by a signed writing and made part of this Lease agreement.

B. Any consent, express or implied, by the city to any breach by Lessee of any term or condition of this Lease shall not constitute a waiver by the City of any prior or succeeding breach by Lessee of the same or any other term or condition of this Lease. Acceptance by the City of rent or other payment with knowledge of a breach or of default under any term hereof by Lessee shall not constitute a waiver by the City of such breach or default.

C. In the event any terms, covenants, conditions or provisions of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term, covenant, condition or provision hereof.

D. Lessee shall perform duties herein as an independent contractor. Nothing contained herein shall be considered to create the relationship of employer and employee, partnership, joint venture or other association between the parties, except as principal and independent contractor agent.

E. If any action at law or equity is commenced concerning this Lease or to enforce its terms, the prevailing party in such matter shall be entitled to the payment of reasonable attorney's fees and costs as determined by the court, in addition to any other relief which may be awarded to that party.

**LESSOR:**  
**CITY OF GRAND RAPIDS**

**LESSEE:**  
**WAYNE'S AUTOMOTIVE**

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

Its: Mayor

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

Its: Owner

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

Its: City Administrator

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

Its: \_\_\_\_\_

EXHIBIT "A"

The Premises shall consist of a tract of land in Grand Rapids, Itasca County, Minnesota described as follows:

The South 24 feet of the West 36 feet of Lot 12, Block 19 of the original plat of Grand Rapids and the east half of the undeveloped North-South platted alley adjacent thereto.







# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 21-1637      **Version:** 1      **Name:** Detour agreement with State MN - 7th Ave SE  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/22/2021      **In control:** City Council  
**On agenda:** 1/25/2021      **Final action:** 1/25/2021  
**Title:** Consider approving a resolution entering into a detour agreement with the State of Minnesota for SP 3104-60 and SP 3105-16

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [1045891 D1 Unexecuted Detour Agreement Transmittal Memo to CITY of GRAND RAPIDS ML signed 2021-01-20 drh signed 1045891 DETOUR GRAND RAPIDS as reviewed](#)

Date	Ver.	Action By	Action	Result
1/25/2021	1	City Council		

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

**Background Information:**

The State of MN is preparing to complete construction work on Trunk Highway 2, from 0.4 miles east of the Prairie River Bridge to 1.97 miles east of Trunk Highway 65. In order to properly complete the construction, a detour is required on 7th Avenue SE, from River Road to TH 2. The attached agreement covers payment and maintenance of the route.

**Staff Recommendation:**

Matt Wegwerth, Public Works Director / City Engineer, recommends approving a resolution entering into a detour agreement with the State of Minnesota for SP 3104-60 and SP 3105-16

**Requested City Council Action**

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

Date: January 20, 2021

Matt Wegworth  
Public Works Director/City Engineer  
420 North Pokegema Ave.  
Grand Rapids, MN 55744

RE: Proposed Const. Agreement No. **1045891**  
City of Grand Rapids  
S.P. 3104-60/3105-16 (T.H. 2=008)  
State Funds  
State cost compensation for road life Consumed by the T.H. 2 detour.

Dear Mr. Wegworth:

Transmitted herewith is a proposed agreement with the City of Grand Rapids. This agreement provides for payment by the State to the City for road life consumed on Southeast 7th Avenue used as a Temporary Trunk Highway detour.

Kindly present this agreement to the County Board for their approval and execution, which includes original signatures of the County Board authorized County officers, on the agreement. Also required is a resolution passed by the County Board authorizing its officers to sign the agreement on its behalf. A suggested form of such resolution is enclosed.

Electronic signatures are being encouraged. Please be advised that if electronic signatures are being utilized, that signatories must not lock the document and all parties must sign in succession on the same document. The County Board's resolution must be attached to the PDF prior to any electronic signatures. Please remove the sample resolution if the County is providing their own resolution.

Please return the signed agreement and resolution, once they have been executed by the County. A copy will be returned to the County when fully executed.

Sincerely,

Morrie Luke  
Assistant District Traffic Engineer

Enc. Proposed Agreement (2)  
Resolution (2)

cc: CoopAgreements.DOT@state.mn.us  
File

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
CITY OF GRAND RAPIDS  
DETOUR AGREEMENT  
For Trunk Highway No. 2 Detour**

State Project Number (S.P.):	<u>3104-60</u>	Original Amount Encumbered
State Project Number (S.P.):	<u>3105-16</u>	<u>\$1,444.10</u>
Trunk Highway Number (T.H.):	<u>2=008</u>	

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

**Recitals**

1. The State is about to perform grading, bituminous milling, bituminous reclamation, and bituminous surfacing construction upon, along, and adjacent to Trunk Highway No. 2 from 0.4 miles east of Bridge #31032 over Prairie River to 1.97 miles east of Trunk Highway No. 65, except the limits of the City of Warba under State Project No. 3104-60 (T.H. 2=008); and
2. The State requires a detour to carry T.H. 2 traffic on Southeast 7<sup>th</sup> Avenue during the construction; and
3. The City is willing to maintain the T.H. 2 detour; and
4. The State is willing to reimburse the City for the road life consumed by the detour and detour maintenance as hereinafter set forth; and
5. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

**Agreement**

**1. Term of Agreement;**

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when the State removes all detour signs, returns the temporary Trunk Highway detour to the City, and pays for the detour compensation.

**2. Agreement Between the Parties**

**2.1. Detour.**

- A. **Location(s).** The State will establish the T.H. 2 detour route on the following City street(s) as detailed in the project plans or Special Provisions:  
Southeast 7<sup>th</sup> Avenue for a total distance of 0.3 miles.
- B. **Modification of the Detour Route.** The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the City

for changes to the detour route. If such change increases the State's total payment amount over the maximum obligation in Article 3.2, the Agreement will be amended.

- C. *Axle Loads and Over-Dimension Loads.*** The City will permit 10-ton axle loads on the detour route.
- D. *Traffic Control Devices.*** The State may install, maintain, and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines, and necessary messages.
- E. *Duration.*** The State will provide the City with advance notice identifying the dates the State intends to place and remove the detour signing.

## **2.2. *Maintenance.***

- A.** The City will maintain the portion of the detour that is on City streets, and furnish all necessary labor and materials, to the satisfaction of the State's District Maintenance Engineer at Duluth.
- B. *City's Failure to Adequately Maintain.*** If the City fails to adequately maintain the detour as provided in Section 2.2.A. of this Agreement, of which failure the State will be the sole judge, the State may perform such work or cause it to be performed, as the State's District Maintenance Engineer considers necessary, to properly and adequately maintain the T.H. 2 detour. The State may retain the cost of such maintenance from any moneys then due, or thereafter becoming due, to the City under this Agreement. This paragraph will not be construed to relinquish any rights of action that may accrue on behalf of the State against the City for any breach of agreement.

## **2.3. *Basis of State Cost.***

- A. *Road Life Consumed.*** The State will reimburse the City for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.
  - i.** The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the city street length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour. If an ADT changes, the parties will amend the Agreement.
  - ii.** The City may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The City will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".
- B. *Maintenance Costs.*** The State's detour maintenance cost will be equal to the amount computed by using the "Gas Tax Method" formula under Section 2.3.A.

## **3. *Payment***

The State's payment consists of the sum of the road life consumed and maintenance amounts.

- 3.1. *For Road Life Consumed.*** The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

The State's estimated cost for the road life consumed by the detour is based on the data below:

<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length (Miles)</u>	<u>Duration (Days)</u>	<u>Cost</u>
0.00513	4010	0.3	117	\$722.05
			Road Life Consumed Amount:	<u>\$722.05</u>

**3.2. For Maintenance.** **\$722.05** is the State's estimated cost for detour maintenance based on the "Gas Tax Method" amount.

The State may retain the cost of State performed detour maintenance, as provided for in Section 2.2 of this Agreement, from any moneys then due, or thereafter becoming due, to the City under this Agreement.

**3.3. Total Payment and Maximum Obligation.**

- A. **\$1444.10** is the State's estimated payment for road life consumed (**\$722.05**) and maintenance (**\$722.05**).
- B. **\$2,800** is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

**3.4. Conditions of Payment.** The State will pay the City the State's total road life consumed and maintenance payment amount after performing the following conditions.

- A. Execution of this Agreement and the City's receipt of the executed Agreement.
- B. State's encumbrance of the State's total payment amount.
- C. State's removal of all detour signs.
- D. State notifies the City of the removal of the detour signs, and the number of days the detour was in effect.
- E. State's receipt of a written request from the City for payment.

#### **4. Release of Road Restoration Obligations**

By accepting the State's road life consumed and maintenance payment plan and total payment amount, the City releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the City streets used as a T.H. 2 detour to as good condition as they were before designation as temporary trunk highways.

#### **5. Authorized Representatives**

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

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

Name, Title: Morris Luke, Assistant District Traffic Engineer (or successor)  
Address: 1123 Mesaba Ave., Duluth, MN 55811  
Telephone: (218) 725-2778  
E-Mail: morris.luke@state.mn.us

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

Name, Title: Matt Wegwerth, Public Works Director/City Engineer  
Address: 420 North Pokegama Ave., Grand Rapids, MN 55744-2662  
Telephone: (218) 326-7625  
E-Mail: mwegwerth@ci.grand-rapids.mn.us

## 6. Assignment; Amendments, Waiver; Contract Complete

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

## 7. Liability

The City and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the City.

## 8. State Audits

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

## 9. Government Data Practices

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

## 10. Governing Law; Jurisdiction; Venue

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

## 11. Termination; Suspension

- 11.1. By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.
- 11.2. Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be

assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

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

**12. Force Majeure**

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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**STATE ENCUMBRANCE VERIFICATION**

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

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

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

SWIFT Purchase Order: 3000571576

**CITY OF GRAND RAPIDS**

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

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

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

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

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

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

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

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

**DEPARTMENT OF TRANSPORTATION**

Approved:

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

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

**COMMISSIONER OF ADMINISTRATION**

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

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



# CITY OF GRAND RAPIDS

## RESOLUTION

IT IS RESOLVED that the City of Grand Rapids enter into MnDOT Agreement No. 1045891 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City for the use and maintenance of Southeast 7<sup>th</sup> Avenue as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 2 from 0.4 miles east of Bridge #31032 over Prairie River to 1.97 miles east of Trunk Highway No. 65, except the limits of the City of Warba under State Project No. 3104-60 (T.H. 2=008).

IT IS FURTHER RESOLVED that the \_\_\_\_\_  
(Title)

and the \_\_\_\_\_  
(Title)

are authorized to execute the Agreement and any amendments to the Agreement.

## CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Grand Rapids at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

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

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

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

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

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 21-1642      **Version:** 1      **Name:** Sponsorship Agreement with GRSB  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/25/2021      **In control:** City Council  
**On agenda:** 1/25/2021      **Final action:** 1/25/2021  
**Title:** Consider a sponsorship agreement between Grand Rapids State Bank and the City related to the IRA Civic Center.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [1-15-21 Revised Civic Center Naming Rights Agreement Clean 71513516\(1\).\(002\)](#)

Date	Ver.	Action By	Action	Result
1/25/2021	1	City Council		

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

**Background Information:**

The City has looking for a long-term partner who would be interested in a sponsorship agreement. City staff have developed such an agreement with the Grand Rapids State Bank. The agreement is attached. It is estimated that the sponsorship agreement will bring in around \$815k over the fifteen-year term of the agreement.

**Staff Recommendation:**

City staff recommends a motion approving a sponsorship agreement between Grand Rapids State Band and the City related to the IRA Civic Center.

**Requested City Council Action**

Make a motion approving a sponsorship agreement between Grand Rapids State Bank and the City related to the IRA Civic Center.

## SPONSORSHIP AGREEMENT

This Sponsorship Agreement (“Agreement”) is dated \_\_\_\_\_, 2020 (“Effective Date”), by and between the City of Grand Rapids, a Minnesota municipal corporation (“City”), located at 420 No. Pokegama Avenue, Grand Rapids, Minnesota, and Grand Rapids State Bank, a Minnesota Corporation (“Bank”), located at 523 NW 1<sup>st</sup> Avenue, PO Box 409, Grand Rapids, Minnesota.

WHEREAS; The City owns the IRA Civic Center (“Facility”) located at 1401 NW 3<sup>rd</sup> Avenue and desires to sell Naming Rights to said Facility and the Bank desires to acquire said Naming Rights under the conditions set forth in this Agreement.

NOW THEREFORE; The following said conditions are described as follows:

1. Term of Agreement – This Agreement shall be for fifteen-years from the installation date of the signage with the option for the Bank to extend the Agreement in fifteen-year increments. The Final Agreement will likely start on January 1, 2023.
2. Purchase Price – The annual fee for the sponsorship rights and benefits outlined herein shall begin at forty-eight thousand dollars (\$48,000) per twelve-month period from the signage installation date. The annual fee shall increase at a rate in accordance with the Consumer Price Index, as posted by Federal Reserve Bank of Minneapolis.
3. Prepayment on Purchase Price – The Bank can pre-pay future annual fees in any increments at any time at the then-current annual fee amount.
4. Exclusive Rights – The Bank shall have exclusive sponsorship rights with no financial institutions allowed to advertise inside or outside said property of the Facility or advertise in any manner in any media channels as a partner or sponsor of the Facility. For the sake of this Agreement, the definition of “financial institution” includes, without limitation, banks, bank holding companies, savings banks, mutual savings banks, savings and loan holding companies, credit unions, nonbank financial services entities, insurance and securities firms, provided, however, that the City may from time to time seek the Bank’s prior written approval to allow any other insurance firm to so advertise, which the Bank may approve or deny in its sole discretion, money service businesses, and any other entity that offers products and services offered by, or in competition with, the Bank and its affiliates. The foregoing exclusivity provision does not apply to financial institutions which donated to the Jerry and Shirley Multi-Use Pavilion and are receiving advertising benefits until April 1, 2023. Furthermore, the foregoing exclusivity provision does not prevent a financial institution from sponsoring independent temporary activities which take place at the Facility, such as sponsoring hosted concerts, trade show booths, sports teams and tournaments, or providing isolated supply donations. However, ongoing sponsorships or extended promotional relationships which extend beyond a single isolated event, such as sponsorship of concessions or other Facility functions, are prohibited under this provision.
5. Naming of Facility –The Bank will engage a professional firm to develop a brand for the Facility for City approval, not to be unreasonably withheld. In the event the City rejects the proposed brand, the City will provide the Bank with specific feedback regarding the

reasons for the decision and recommendations for resolving the City's concerns, plus the City will reimburse the Bank for the costs associated with brand development. If the parties are unable to agree on a new brand for the Facility, the Bank may immediately terminate this Agreement, and the City will return any amounts already paid to the City by the Bank hereunder. The west venue shall continue to be called the Cliff Kauppi Venue, the east venue the Bill McDonald Venue, and the Multi-Use Pavilion the Jerry and Shirley Miner Pavilion; provided, however, that the signage identifying such venues in place as of the date of this Agreement shall not be modified or expanded without the prior written approval of the Bank.

6. **Obligations/Benefits** – The Bank will be responsible for costs of furnishing and installing permanent signage, the size and creative aspects of such signage to be determined by the Bank. The City will cover the cost to power permanent signage. The City intends to install an exterior reader board at its expense. The Bank can wrap its brand around the reader board at its own expense. In addition, the Bank has the option of placing additional signage and other brand elements throughout the Facility with the City's approval, not to be unreasonably withheld. Costs for implementation of such signage shall be borne by Bank, but such rights are included within the above sponsorship Purchase Price. Cost of general signage maintenance and repair shall be borne by the City up to \$1,000 annually. Any change requested by the Bank following approval of initial installation will be the sole financial responsibility of the Bank. The Bank may publicize its sponsorship of the Facility in its own marketing and promotional materials. The City agrees to provide the Bank with additional opportunities for signage and promotion of the new Facility name, as they arise. If for any reason the City is unable, other than due to the Bank's willful misconduct, to provide the Bank with a benefit described herein, the City shall offer the Bank mutually agreeable make-good benefits in direct and fair proportion to the benefits which the City cannot provide to the Bank. Such make-good benefits shall be subject to the Bank's sole discretion and approval, and if they are not agreed upon, the Bank may terminate this Agreement, and the City will refund any amounts already paid by the Bank for benefits which have not been received.
7. **Employee Work Uniforms** – The City will pay for employee work uniforms that display the Bank branding, such branding to be approved by the Bank, not to be unreasonably withheld.
8. **American Flag** – If a larger flagpole is required to accommodate a larger American Flag, the Bank will pay for furnishing and installing said pole.
9. **Representations/Indemnification** – Each party represents and warrants to the other that (a) it has the right to and is duly authorized to enter into this Agreement and is free of any obligation or restriction that would prevent it from entering into this Agreement or impede its performance hereunder; (b) it has the right to assign the rights herein assigned and said rights are not subject to any prior agreement, lien or other claims or rights; and (c) it will comply in all material respects with all laws applicable to such party. To the fullest extent permitted by law, each party agrees to indemnify, defend and hold the other party, including its members, officers, directors, employees, and other agents, harmless from any and all liability (including, without limitation, reasonable attorney's fees, costs and expenses)

resulting from or related to any third party claim, complaint and/or judgment (collectively “Claims”) for any negligent act or acts of intentional misconduct arising under this Agreement or any breach of this Agreement. In addition, the City agrees to indemnify, defend, release and hold the Bank harmless from any Claims arising from or related to, indirectly or directly, the operation of the Facility and provision of event services, specifically including without limitation any Claims associated with injury, death, assault or other incidents claimed by Facility patrons. The City agrees to maintain insurance in an amount and nature customary in the trade to cover the reasonable risks associated with operating and maintaining the Facility.

10. **Bank Marks** – Any use of the Bank’s logos or trademarks (“Bank Marks”) pursuant to the terms herein must conform to the Bank’s instructions and be approved by the Bank prior to use. All right, title and interest in and to the Bank Marks are and shall remain the sole and exclusive property of the Bank.
11. **Termination** – If either party fails to perform any of such party’s material obligations under this Agreement, including the satisfactory provision of any services or benefits, then the other party shall give written notice describing such failure with particularity and, upon receipt of such notice, the failing party (A) shall take all reasonable actions to promptly cure such failure or (B) if such failure cannot then be cured in all respects (whether due to expiration of a time period or otherwise), shall take all reasonable actions to cure such failure to the extent possible and to prevent recurrence of such failure. If the failing party does not comply with its obligations under this paragraph within ten (10) days after receipt of such written notice of failure, then the party giving such written notice of failure may terminate this Agreement effective upon written notice of termination. If this Agreement is terminated under this paragraph, then the non-defaulting party shall have no further obligations under this Agreement after such termination. If the City is the defaulting party, it will reimburse the Bank any amounts the Bank has paid under this Agreement. If the Bank is the defaulting party, the City will have no obligation to return any amounts already paid.

If any members, officers, directors, employees, affiliates, associates, or agents of the City or Facility acts (including by making statements to the public via social media) in a way that is a violation of any law, rule, regulation, bylaw or industry regulations, is accused of any violation of a criminal statute of moral turpitude, it becomes public knowledge he or she participates in activities that are of questionable moral character, or otherwise conducts himself/herself in a way that adversely impacts the Bank or the image thereof, or could damage the Bank’s brand by being associated or affiliated with the City/Facility as determined by the Bank in its sole discretion, or there is any other public relations issue or conflict of interest that could adversely impact the Bank’s brand by being associated or affiliated with the City/Facility as determined by the Bank in its sole discretion, then the Bank may terminate this Agreement, effective immediately upon written notice of termination to the City.

If any members, officers, directors, employees, affiliates, associates, or agents of the Bank acts (including by making statements to the public via social media) in a way that is a violation of any law, rule, regulation, bylaw or industry regulations, is accused of any

violation of a criminal statute of moral turpitude, it becomes public knowledge he or she participates in activities that are of questionable moral character, or otherwise conducts himself/herself in a way that adversely impacts the City or the image thereof, or could damage the City's brand by being associated or affiliated with the Bank as determined by the City in its sole discretion, or there is any other public relations issue or conflict of interest that could adversely impact the City's brand by being associated or affiliated with the Bank as determined by the City in its sole discretion, then the City may terminate this Agreement, effective immediately upon written notice of termination to the Bank.

Additionally, the Bank may terminate this Agreement immediately, if required to do so by any regulatory body.

Except as otherwise stated herein, in the event of any termination by the Bank under the preceding paragraphs, or otherwise due to the default or fault of the City or the City's termination under the above morality provision, the Bank shall be entitled to receive a prorated refund of the fee for benefits not yet received, along with any additional rights and remedies available under this Agreement, at law or in equity.

## 12. Miscellaneous:

- (a) This Agreement represents the entire agreement of the parties regarding the sponsorship rights associated with the Facility and supersedes any prior oral or written understanding regarding the subject matter hereof. This Agreement shall be binding on the parties and their successors and assigns. The Agreement may be amended or supplemented only by a writing signed by the parties. Each party shall hold in confidence all confidential information relating to or obtained from the other party (including the existence of this Agreement and the terms hereof and all other non-public information about the other party), and neither party shall use, disclose, publish, release, transfer or otherwise make available to any person any confidential information of the other party in any form (other than disclosure to a party's owners, members, officers, directors, employees and agents having a business need to know and who agree to be bound by the confidentiality provisions contained herein). Notwithstanding the above, the parties may disclose information regarding this Agreement as may be required by law, provided that (1) the disclosure is limited to only that information that is specifically required to be disclosed, and (2) the disclosing party provides prior written notice to the other party, if such notice is permitted by law.
- (b) The City and the Bank represent and warrant that the recitals contained herein are true and accurate as of the date of execution of this Agreement.
- (c) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota, without giving effect to principles of conflict of laws.

- (d) This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single Agreement.
- (e) If any provision of this Agreement may be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby but shall continue to be valid and enforceable to the fullest extent permitted by law.
- (f) The parties acknowledge and agree there are no third-party beneficiaries to this Agreement. Nothing in this Agreement shall grant or create in any person not a party hereto, or any such persons, successors or assigns, any rights of any nature whatsoever.
- (g) Nothing in this Agreement shall be construed as creating any joint venture, partnership or agency relationship between the parties for any purpose whatsoever or as constituting either party as the legal representative, guarantor, surety or agent of the other. The parties are independent contractors of each other. Neither party shall have the right or authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
- (h) All notices required hereunder shall be given by depositing in the U.S. mail, postage prepaid, certified mail, return receipt requested, to the following addresses (or such other addresses as either party may notify the other):

To the Seller:                      City of Grand Rapids  
     Attn: Tom Pagel, City Administrator  
     420 No. Pokegama Ave.  
     Grand Rapids, MN 55744

To the Buyer:                        Grand Rapids State Bank  
     Attn: Noah Wilcox, President and CEO  
     PO Box 409  
     Grand Rapids, MN 55744

**13. Effective Date of Agreement –** This Agreement shall become effective and shall be binding upon the parties hereto only after it has been executed by each of the parties hereto.

**SELLER:**  
**CITY OF GRAND RAPIDS**

**BUYER:**  
**GRAND RAPIDS STATE BANK**

\_\_\_\_\_  
 Mayor    Date

\_\_\_\_\_  
 Noah Wilcox    Date

\_\_\_\_\_

\_\_\_\_\_

City Administrator

Date

Witness

Date





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 21-1639      **Version:** 1      **Name:** Review and acknowledge minutes for Boards and Commissions.  
**Type:** Minutes      **Status:** Acknowledged  
**File created:** 1/22/2021      **In control:** City Council  
**On agenda:** 1/25/2021      **Final action:** 1/25/2021  
**Title:** Review and acknowledge minutes for Boards and Commissions.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [GRPUC Regular Meeting Minutes of November 18, 2020](#)  
[GRPUC Special Meeting Minutes of December 1, 2020, 2020](#)  
[GRPUC Regular Meeting Minutes of December 16, 2020](#)

Date	Ver.	Action By	Action	Result
1/25/2021	1	City Council		

Review and acknowledge minutes for Boards and Commissions.



# CITY OF GRAND RAPIDS

## Minutes - Final - Final Public Utilities Commission

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Wednesday, November 18, 2020

4:00 PM

Conference Room of Public Utilities Service Center

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### CALL TO ORDER

Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission was held on Wednesday, November 18, 2020 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

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

**COMMISSIONERS:** To access conference bridge: Dial in to 218-326-7680  
When prompted for conference #, enter 1, When prompted for PIN, enter 2468

- 1      20-1476      Acknowledge proper posting of the change in the regular meeting date.

*President Tom Stanley acknowledged the proper posting of the change in the regular meeting date.*

### CALL OF ROLL

*President Tom Stanley announced the Roll Call, requesting members of the Commission present in the Meeting Room or participating by conference call to please indicate their presence by stating "here" as he called their names. Present in the meeting room was President Tom Stanley. Present via Microsoft Teams and/or conference call were Secretary Kathy Kooda, Commissioner Rick Blake, Commissioner Luke Francisco, and Commissioner Rick Smith.*

**Present** 5 - President Tom Stanley, Commissioner Rick Blake, Secretary Kathy Kooda, Commissioner Luke Francisco, and Commissioner Rick Smith

*Others Present in the meeting room: General Manager Kennedy and Administrative/HR Assistant Flannigan. Present via Microsoft Teams were Finance Manager Betts, Electric Department Manager Goodell and Wastewater/Wastewater Department Manager Mattson. Also present via Microsoft Teams were Itasca Clean Energy Team (ICET) members Bill Schnell, Art Norton, and Vickie Andrews.*

### MEETING PROTOCOL POLICY

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

**APPROVAL OF MINUTES**

- 2      20-1437            Consider a motion to approve the minutes of the October 13, 2020 regular meeting and the October 27, 2020 special meeting/work session.
- A motion was made by Commissioner Rick Blake, seconded by Commissioner Luke Francisco, to approve the minutes of the October 13, 2020 regular meeting and the October 27, 2020 special meeting/work session. The motion carried by the following vote.**
- Aye: 5 -**    President Tom Stanley, Commissioner Rick Blake, Secretary Kathy Kooda, Commissioner Luke Francisco, and Commissioner Rick Smith

**PUBLIC FORUM**

**Please note-If you wish to address the Commission under the public forum, access the conference bridge by dialing 218-326-7680. When prompted for Conference # enter 1, when prompted for PIN # enter 2468.**

*No items.*

**COMMISSION REPORTS**

*No items.*

**CONSENT AGENDA**

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

- 3      20-1471            Consider a motion to approve the City Treasurer's Report and the Investment Activity Report for October 2020.
- Approved by consent roll call vote.**
- 4      20-1470            Consider a motion to approve Pay Request #1 in the amount of \$213,724.92 to Casper Construction for the Solar Plus Storage Grading Project.
- Approved by consent roll call vote.**
- 5      20-1468            Consider a motion to authorize the sale and/or disposal of surplus non-AMI water meters.
- Approved by consent roll call vote.**
- 6      20-1445            Consider a motion to approve the purchase of a fence from Keller Fence for the Super Oxygenation capital project in the amount of \$9,610.49.
- Approved by consent roll call vote.**

- 7      20-1466      Consider a motion to approve the purchase of eight lift station Alarm Agents from NOS Automation for the Lift Station Radio Upgrades capital project in the amount of \$18,923.30.  
  
Approved by consent roll call vote.
- 8      20-1475      Consider a motion to approve the purchase of an Axiom hydronic system feeder from Dakota Supply for the Combined Service Center's glycol heating system capital project in the amount of \$1,249.65.  
  
Approved by consent roll call vote.
- 9      20-1464      Consider a motion to approve the updated Business Services Manager position description and authorize advertising for the position.  
  
Approved by consent roll call vote.

**Approval of the Consent Agenda**

A motion was made by Commissioner Luke Francisco, seconded by Secretary Kathy Kooda, to Approve the Consent Agenda as presented. The motion carried by the following vote

Aye: 5 - President Tom Stanley, Commissioner Rick Blake, Secretary Kathy Kooda, Commissioner Luke Francisco, and Commissioner Rick Smith

**SETTING OF REGULAR AGENDA**

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

A motion was made by Commissioner Rick Blake, seconded by Commissioner Luke Francisco, to approve the setting of the Regular Agenda as presented . The motion CARRIED by the following vote:

Aye: 5 - President Tom Stanley, Commissioner Rick Blake, Secretary Kathy Kooda, Commissioner Luke Francisco, and Commissioner Rick Smith

**ADMINISTRATION DEPARTMENT**

- 10      20-1462      Review the November Administration Department Report.  
  
*General Manager Kennedy reviewed the November Administration Department Report with the Commission.*

**BUSINESS SERVICES DEPARTMENT**

11     20-1472           Review the November Business Services Department Report.  
  
          *General Manager Kennedy reviewed the November Business Services Department Report with the Commission.*

12     20-1474           Review the Preliminary 2021 Annual Budget.  
  
          *General Manager Kennedy reviewed the Preliminary 2021 Annual Budget with the Commission.*

**ELECTRIC DEPARTMENT**

13     20-1465           Consider a motion to adopt Resolution 11-18-20-1 Authorizing the Project Interconnection and Services Agreement Between the Grand Rapids Public Utilities Commission and Minnesota Power For the Itasca Clean Energy Solar Plus Battery Storage Project.  
  
          **A motion was made by Commissioner Rick Blake, seconded by Secretary Kathy Kooda, to adopt Resolution 11-18-20-1 Authorizing the Project Interconnection and Services Agreement Between the Grand Rapids Public Utilities Commission and Minnesota Power For the Itasca Clean Energy Solar Plus Battery Storage Project. The motion carried by the following vote.**  
  
          **Aye:** 5 - President Tom Stanley, Commissioner Rick Blake, Secretary Kathy Kooda, Commissioner Luke Francisco, and Commissioner Rick Smith

14     20-1469           Review the November Electric Department Report.  
  
          *Electric Department Manager Goodell reviewed the November Electric Department Report with the Commission.*

**WATER AND WASTEWATER DEPARTMENT**

15     20-1467           Review the November Water-Wastewater Department Report.  
  
          *Wastewater/Wastewater Department Manager Mattson reviewed the November Water and Wastewater Department Report with the Commission.*

**SAFETY REPORT**

16     20-1463           Review the November Safety Report.  
  
          *General Manager Kennedy reviewed the November Safety Report with the Commission.*

**VERIFIED CLAIMS**

- 17      20-1473            Consider a motion to approve the verified claims for October in the amount of \$2,452,105.93.  
Computer Check Register \$2,042,700.52.  
Manual Check Register \$409,405.41.

**A motion was made by Commissioner Rick Blake, seconded by Commissioner Rick Smith, to approve the verified claims for October in the amount of \$2,452,105.93 (Computer Check Register \$2,042,700.52 and Manual Check Register \$409,405.41). The motion carried by the following vote.**

**Aye:** 4 - President Tom Stanley, Commissioner Rick Blake, Commissioner Luke Francisco, and Commissioner Rick Smith

**Abstain:** 1 - Secretary Kathy Kooda

**ADJOURNMENT**

**The next Special Meeting/Work Session is scheduled for Tuesday, December 1, 2020 at 8:00 a.m. in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.**

**The next Regular Meeting of the Commission is Wednesday, December 16, 2020 at 4:00 p.m. in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.**

*By call of the chair, the regular meeting was declared adjourned at 4:51 PM.*

*Respectfully submitted: Christine Flannigan, Administrative/HR Assistant.*

**PUBLIC UTILITIES COMMISSION****Accounts Payable****October 2020****(Meeting Date 11/18/20)**

<b>NAME</b>	<b>AMOUNT</b>	<b>NAME</b>	<b>AMOUNT</b>
Acheson Tire	288.00	McMaster-Carr	1,489.58
Altec Parts	2,819.49	Minnesota Municipal Utilities Association	11,620.00
Amaril Uniform	230.46	Minnesota Power	917,117.11
Ameripride	68.84	NOS Automation LLC	5,812.11
APG	3,542.40	Nalco Water	320.25
Aramark	68.84	Nextera Communications	643.51
Aramark	322.35	Northeast Service Cooperative	116.69
Border States	2,978.34	Northern Business Products	981.68
Burggrafs Ace Hardware	667.21	Northern Drug Screening	130.00
The Busy Bees QCS	1,991.64	Novaspect	4,612.95
C N A Surety	250.00	Dennis O'Toole	3,500.00
CW Technologies	3,591.25	Pace Analytical	879.00
Cannon Technologies	1,162.80	Personnel Dynamics LLC	1,651.69
Carquest	119.99	Pfiney Bowes	339.12
Casper Construction Inc	13,458.61	Polydyne Inc	58,705.60
Chicago Tube & Iron	9,599.78	Public Utilities Commission	6,453.59
City of Grand Rapids	793,026.57	RMB Environmental Lab	1,084.00
Coles	579.82	James Radtke	6,364.80
Compass Minerals	3,720.98	Rapids Printing	660.00
Computer Enterprises	25.94	Rapids Welding	556.69
Cooperative Response Center	1,950.77	Ray's Sport & Marine	351.84
Core & Main	3,819.44	Rob's Bobcat Service	1,400.00
Dakota Supply Group	460.75	Resco	282.60
Davis Chiropractic	87.50	S E H	2,340.00
Edward Jones - Valletta LLC	308.87	Sandstroms	379.68
Electric Pump	1,257.00	Slipstream	56.64
Energy Insight, Inc	3,456.81	Solenis	19,548.80
Fairview Health Services	375.00	Stokes	1,848.00
Fastenal	5,016.26	Stuart Irby	2,578.17
Ferguson	925.19	Swanson Flo	2,510.74
Figgins Truck & Trailer Repair	5,161.37	TMS Johnson Inc	3,470.00
Gopher State One-Call	314.55	Tech Sales Co	4,936.98
GOV Office	960.00	Telcologix	183.50
Grainger	2,656.57	Thein Well	560.00
Grand Hospitality LLC	295.72	US Bank Equipment	315.73
Graybar Electric	1,203.96	USA Bluebook	1,192.80
Green Again Lawn & Aeration	7,170.00	United Rentals	477.73
Hach	49.09	Viking Electric	17,067.75
Hawkins	16,714.89	Waste Management	605.71
Hawkinson Sand & Gravel	884.46	Wells Fargo Business - Mattson	114.25
Herc-U-Lift	401.51	Wells Fargo Business - Goodell	719.57
Itasca Computer	1,125.00	Wells Fargo Business - Flannigan	1,043.62
Itasca County Treasurer	1,071.03	Wells Fargo Business - Kennedy	283.31
Itasca Utilities	24,375.75	Wesco	656.06
Jamar Service	2,603.06	Widseth Smith Nolting & Assoc Inc	24,431.25
Jobs HQ	1,521.24	Xerox	132.41
Johnson Controls	258.00	Rebates	
KLM Engineering	6,900.00	Tyanne Betts	50.00
KOZY	882.00		
L & M Supply	39.53		
Lake Country Lawn & Snow LLC	316.25		
Lano, Nelson & Bengtson	738.00		
Locators and Supplies Inc	247.15		
Steve Mattson	64.98		
		<b>TOTAL</b>	<b>2,042,700.52</b>

**OCTOBER 2020 MANUAL CHECK REGISTER**

<u>Date</u>	<u>Check #</u>	<u>Vendor Name</u>	<u>Amount</u>
10/1/2020	4247	Health Partners	64,599.75
10/7/2020	4248	Further	40.72
10/9/2020	4249	Public Employees Retirement Association	13,662.21
10/9/2020	4250	Minnesota Dept. of Revenue	3,964.79
10/9/2020	4251	Wells Fargo Bank	24,177.73
10/9/2020	4252	Empower Retirement	8,990.07
10/9/2020	4253	Further	2,645.83
10/20/2020	4254	Minnesota Department of Revenue	64,641.00
10/20/2020	4255	Minnesota Department of Revenue	134.00
10/23/2020	4256	Public Employees Retirement Association	13,862.90
10/23/2020	4257	Minnesota Dept. of Revenue	4,042.39
10/23/2020	4258	Wells Fargo Bank	24,608.05
10/23/2020	4259	Empower Retirement	8,991.52
10/26/2020	4260	Further	2,645.83
10/6/2020	4261	Invoice Cloud	2,344.85
10/5/2020	77109	Driver and Vehicle Services	10.50
10/5/2020	77110	Bureau of Criminal Apprehension	15.00
10/6/2020	77111	Customer Refunds- Utility Accounts	86.72
10/7/2020	77112	Frost, Jeff	103.50
10/7/2020	77113	Further	131.40
10/7/2020	77114	Minnesota Energy Resources Corp.	18.27
10/7/2020	77115	United Parcel Service	47.70
10/8/2020	77116	Customer Refunds- H Nelson	16.70
10/8/2020	77117	Customer Refunds- Waylan Hedine	95.02
10/8/2020	77118	Customer Refunds- C & J Stores	323.61
10/8/2020	77119	Customer Refunds- Beth Wilson	91.50
10/8/2020	77120	Customer Refunds- Alyssa Broking	21.90
10/8/2020	77121	Customer Refunds- Gary Lawson	8.17
10/8/2020	77122	Customer Refunds- Silvertip Graphics	257.46
10/8/2020	77123	Customer Refunds- Ryan Walden	29.57
10/8/2020	77124	Customer Refunds- Luke Bowers	104.85
10/8/2020	77125	Customer Refunds- Daryan Thompson	58.75
10/9/2020	77126	NCPERS Group Life Ins	128.00
10/15/2020	77127	Morton Building, Inc	7,166.00
10/16/2020	77128	Customer Refunds- Dean Singsank	1,500.00
10/16/2020	77201	Customer Refunds- Paul Pierce	38.07
10/16/2020	77202	Customer Refunds- Megan Severson	79.67
10/16/2020	77203	Customer Refunds- Jayne Nolette	25.44
10/16/2020	77204	Customer Refunds- Ben Carter	92.93
10/16/2020	77205	Customer Refunds- Kate Bauman	71.42
10/16/2020	77206	Customer Refunds- Christopher Gunderson	71.42
10/16/2020	77207	Customer Refunds- Ian Gordon	90.95
10/19/2020	77208	Postage By Phone System	3,000.00
10/19/2020	77209	Grand Rapids Area Chamber of Commerce	500.00
10/22/2020	77210	Customer Refunds- Lakewood Heights Ptners	38.96
10/22/2020	77211	Customer Refunds- David Hernesman	58.38
10/22/2020	77212	Customer Refunds- Habitat for Humanity	45.63
10/22/2020	77213	Customer Refunds- Hubertus & Goldie Dumke	51.00
10/22/2020	77214	Customer Refunds- Ardent Bicycles	6.49
10/22/2020	77215	Customer Refunds- Asia Hustad	80.70
10/22/2020	77216	Customer Refunds- Grand Terrace Apts	21.71
10/22/2020	77217	Customer Refunds- Christine Martindale	125.64
10/22/2020	77218	Grand Rapids Area Community Foundation	224.42
10/22/2020	77219	Langer, Stephen A	164.99
10/22/2020	77220	Minnesota Energy Resources Corp.	49.04



<u>Date</u>	<u>Check #</u>	<u>Vendor Name</u>	<u>Amount</u>
10/22/2020	77221	Potter, Kyle	118.99
10/22/2020	77222	U.S. Post Office	150.00
10/22/2020	77223	UNUM Life Insurance Co of America	2,197.62
10/23/2020	77224	Minnesota Council 65	1,539.00
10/28/2020	77225	City of LaPrairie	13,249.24
10/28/2020	77251	Customer Refunds- Elizabeth Walton	80.77
10/28/2020	77252	Customer Refunds- James Bliss	92.94
10/30/2020	77253	City of Grand Rapids	63,577.95
10/30/2020	77254	Customer Refunds- Deborah Kilpela	63.80
10/28/2020	77255	Customer Refunds- Katie Tyge	4.92
10/29/2020	77256	Customer Refunds- BST Enterprises	173.27
10/29/2020	77257	Minnesota Department of Commerce	484.46
10/31/2020	77258	City of Grand Rapids	72,333.33
10/30/2020	77259	City of Grand Rapids	936.00

Checks Previously Approved  
Manual Checks to be approved  
**TOTAL MANUAL CHECKS**

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0.00  
409,405.41  


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**409,405.41**



# CITY OF GRAND RAPIDS

## Minutes - Final - Final Public Utilities Commission

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Tuesday, December 1, 2020

8:00 AM

Conference Room of Public Utilities Service Center

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### CALL TO ORDER

Pursuant to due notice and call thereof, a Special Meeting/Work Session of the Grand Rapids Public Utilities Commission was held on Tuesday, December 1, 2020 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

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

**COMMISSIONERS:** To access the meeting by phone via Microsoft Teams: Dial in to 1-612-601-1964, when prompted for conference ID, enter 759 455 042#

### CALL OF ROLL

*President Tom Stanley announced the Roll Call, requesting members of the Commission present in the Meeting Room or participating by conference call to please indicate their presence by stating "here" as he called their names. Present in the meeting room was President Tom Stanley. Present via Microsoft Teams and/or conference call were Secretary Kathy Kooda, Commissioner Rick Blake, Commissioner Luke Francisco, and Commissioner Rick Smith.*

**Present** 5 - President Tom Stanley, Commissioner Rick Blake, Secretary Kathy Kooda, Commissioner Luke Francisco, and Commissioner Rick Smith

*Others Present in the meeting room: General Manager Kennedy, Electric Department Manager Goodell, and Water/Wastewater Department Manager Mattson. Present via Microsoft Teams: Finance Manager Betts and Information Systems Coordinator Glusica.*

1      20-1490      Acknowledge the proper posting of the special meeting date, time, and purpose.

*President Tom Stanley acknowledged the proper posting of the special meeting/work session date, time and purpose.*

2      20-1492      Consider approving the Mid-month Accounts Payable list for \$83,001.09

**A motion was made by Secretary Kathy Kooda, seconded by Commissioner Luke Francisco, to approve the Mid-month Accounts Payable list for \$83,001.09. The motion carried by the following vote.**

**Aye:** 5 - President Tom Stanley, Commissioner Rick Blake, Secretary Kathy Kooda, Commissioner Luke Francisco, and Commissioner Rick Smith

- 3      20-1507      Review the Preliminary 2021 Annual Budget.

*The General Manager and Department Managers reviewed the 2021 Preliminary Budget with the Commission. Discussion followed. No action was taken at this time. The Commission will consider approving the 2021 Budget at their regular meeting on Wednesday, December 16, 2020 at 4:00 PM.*

- 4      20-1493      Governance discussion.

*No items.*

#### **ADJOURNMENT**

**The next Regular Meeting of the Commission is Wednesday, December 16, 2020 at 4:00 p.m. in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.**

*By call of the chair, the regular meeting was declared adjourned at 9:30 AM.*

*Respectfully submitted: Christine Flannigan, Administrative/HR Assistant.*

**PUBLIC UTILITIES COMMISSION**

**Accounts Payable**

**October 2020 #2**

**(Meeting Date: 12/01/20)**

<b>NAME</b>	<b>AMOUNT</b>
Anixter	28.18
Cogsdale	61,508.53
CW Technology	5,581.85
Davis	1,856.03
Johnson, Killen & Seiler, PA	1,014.20
Johnson Controls	978.76
Metro Sales Inc	724.71
NTS	10,189.44
Sandstrom's	424.59
Telcologix LLC	347.50
US Bank	347.30
Total	<hr/> 83,001.09



# CITY OF GRAND RAPIDS

## Minutes - Final - Final Public Utilities Commission

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Wednesday, December 16, 2020

4:00 PM

Conference Room of Public Utilities Service Center

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### CALL TO ORDER

Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission was held on Wednesday, December 16, 2020 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

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

**COMMISSIONERS:** To access the meeting by phone via Microsoft Teams: Dial in to 1-612-601-1964, when prompted for conference ID, enter 759 455 042#

### CALL OF ROLL

*President Tom Stanley announced the Roll Call, requesting members of the Commission present in the Meeting Room or participating by conference call to please indicate their presence by stating "here" as he called their names. Present in the meeting room was President Tom Stanley. Present via Microsoft Teams and/or conference call were Secretary Kathy Kooda, Commissioner Rick Blake, Commissioner Luke Francisco, and Commissioner Rick Smith.*

**Present** 5 - President Tom Stanley, Commissioner Rick Blake, Secretary Kathy Kooda, Commissioner Luke Francisco, and Commissioner Rick Smith

*Others Present in the meeting room: General Manager Kennedy. Present via Microsoft Teams: Electric Department Manager Goodell, and Water/Wastewater Department Manager Mattson, Finance Manager Betts and Administrative/HR Assistant Flannigan.*

### MEETING PROTOCOL POLICY

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

### APPROVAL OF MINUTES

- 1      20-1498            Consider a motion to approve the minutes of the November 18, 2020 regular meeting.
- A motion was made by Commissioner Luke Francisco, seconded by Commissioner Rick Smith, to approve the minutes of the November 18, 2020 regular meeting. The motion carried by the following vote:**
- Aye:** 5 - President Tom Stanley, Commissioner Rick Blake, Secretary Kathy Kooda, Commissioner Luke Francisco, and Commissioner Rick Smith

**PUBLIC FORUM**

*None present.*

**COMMISSION REPORTS**

*No items.*

**CONSENT AGENDA**

- 2      20-1540            Consider a motion to approve the City Treasurer's Report and the Investment Activity Report for November 2020.
- Approved by consent roll call vote.**
- 3      20-1528            Consider a motion to approve Pay Request #2 in the amount of \$60,643.44 to Casper Construction for the Solar Plus Storage Grading Project.
- Approved by consent roll call vote.**
- 4      20-1552            Consider a motion to waive the bond requirement and authorize reissuance of a lost check to GRAFA in the amount of 150.00.
- Approved by consent roll call vote.**
- 5      20-1530            Consider a motion to confirm filling the vacancy of the Customer Service Representative (CSR) position with the selection committee's preferred applicant, Ms. Molly Walker.
- Approved by consent roll call vote.**
- 6      20-1531            Consider a motion to confirm filling the vacancy of the Lead Customer Service Representative (Lead CSR) position with the selection committee's preferred applicant, Ms. Carrie Kruger.
- Approved by consent roll call vote.**

- 7      20-1532      Consider a motion to confirm filling the vacancy of the Journey Line Worker position with the selection committee's preferred applicant, Mr. Riley Hanna, contingent upon satisfactory results of the pre-employment screenings.  
**Approved by consent roll call vote.**
- 8      20-1539      Consider a motion to award the contract for 2021 Sludge Placement to JRadtko Trucking in the amount of \$63,900 and authorize Commission President to sign the contract  
**Approved by consent roll call vote.**
- 9      20-1545      Contingent upon approval of the 2021 budget, consider a motion to approve the purchase of the WAS pump and by accepting the quote from Electric Pump for \$21,880 (pump, rail kit, service cart).  
**Approved by consent roll call vote.**
- 10     20-1546      Contingent upon approval of the 2021 budget, consider a motion to approve the purchase of the GM35S stage blower (Aerzen) by accepting the quote from Aerzen for \$11,957.  
**Approved by consent roll call vote.**
- 11     20-1547      Contingent upon approval of the 2021 budget, consider a motion to approve the purchase of a control panel from Quality Flow Systems Inc in the amount of \$15,490 for the Lift Station 8 controls update capital project.  
**Approved by consent roll call vote.**
- 12     20-1548      Contingent upon approval of the 2021 budget, consider a motion to approve the purchase of the Sutorbilt blower and motor by accepting the quote from Kaman for \$10,137.27.  
**Approved by consent roll call vote.**
- 13     20-1549      Contingent upon approval of the 2021 budget, consider a motion to approve the purchase of the Keystone valve by accepting the quote from Novaspect for \$11,361.78.  
**Approved by consent roll call vote.**

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

**A motion was made by Commissioner Rick Blake, seconded by Secretary Kathy Kooda, to adopt the consent agenda as presented. The motion carried by the following vote:**

**Aye:** 5 - President Tom Stanley, Commissioner Rick Blake, Secretary Kathy Kooda, Commissioner Luke Francisco, and Commissioner Rick Smith

**SETTING OF REGULAR AGENDA**

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

**A motion was made by Commissioner Luke Francisco, seconded by Commissioner Rick Blake, to approve the regular agenda as presented. The motion CARRIED by the following vote:**

**Aye:** 5 - President Tom Stanley, Commissioner Rick Blake, Secretary Kathy Kooda, Commissioner Luke Francisco, and Commissioner Rick Smith

**ADMINISTRATION DEPARTMENT**

- 14     20-1534     Consider a motion to approve the full lump sum merit pay allowed in the General Manager's employment contract based on the Commissioner's evaluation of her 2020 performance.

**A motion was made by Secretary Kathy Kooda, seconded by Commissioner Rick Blake, to approve the full lump sum merit pay allowed in the General Manager's employment contract based on the Commissioner's evaluation of her 2020 performance. The motion carried by the following vote:**

**Aye:** 5 - President Tom Stanley, Commissioner Rick Blake, Secretary Kathy Kooda, Commissioner Luke Francisco, and Commissioner Rick Smith

- 15     20-1525     Consider a motion to approve the 2021-2023 employment agreement for the General Manager.

**A motion was made by Commissioner Rick Smith, seconded by Commissioner Luke Francisco, to approve the 2021-2023 employment agreement for the General Manager. The motion carried by the following vote:**

**Aye:** 5 - President Tom Stanley, Commissioner Rick Blake, Secretary Kathy Kooda, Commissioner Luke Francisco, and Commissioner Rick Smith

- 16     20-1494     Consider a motion to accept the regular premium option quotation from the League of Minnesota Cities Insurance Trust to provide the 2021 Worker's Compensation Insurance and authorize payment in the amount of \$74,844.

**A motion was made by Commissioner Rick Blake, seconded by Secretary Kathy Kooda, to accept the regular premium option quotation from the League of Minnesota Cities Insurance Trust to provide the 2021 Worker's Compensation Insurance and authorize payment in the amount of \$74,844.00. The motion carried by the following vote:**

**Aye:** 5 - President Tom Stanley, Commissioner Rick Blake, Secretary Kathy Kooda, Commissioner Luke Francisco, and Commissioner Rick Smith



- 17     20-1527           Review the December Administration Department Report.  
  
          *General Manager Kennedy reviewed the December Administration Department Report with the Commission.*  
  
          **Received and Filed**

**BUSINESS SERVICES DEPARTMENT**

- 18     20-1551           Consider a motion to approve, and authorize the Commission President to sign, the 2021-2022 Agreement with the City of LaPrairie for Utility Billing Services.  
  
          **A motion was made by Commissioner Luke Francisco, seconded by Commissioner Rick Smith, to approve, and authorize the President to sign, the 2021-2022 Agreement with the City of LaPrairie for Utility Billing Services. The motion carried by the following vote:**  
  
          **Aye:** 5 - President Tom Stanley, Commissioner Rick Blake, Secretary Kathy Kooda, Commissioner Luke Francisco, and Commissioner Rick Smith

- 19     20-1550           Consider a motion to adopt the proposed 2021 Capital Expenditure and Operation and Maintenance Budget.  
  
          **A motion was made by Commissioner Rick Blake, seconded by Commissioner Luke Francisco, to adopt the proposed 2021 Capital Expenditure and Operation and Maintenance Budget. The motion carried by the following vote:**  
  
          **Aye:** 5 - President Tom Stanley, Commissioner Rick Blake, Secretary Kathy Kooda, Commissioner Luke Francisco, and Commissioner Rick Smith

- 20     20-1541           Review the December Business Services Department Report.  
  
          *Finance Manager Betts reviewed the December Business Services Department Report with the Commission.*

**ELECTRIC DEPARTMENT**

- 21     20-1543           Review the December Electric Department Report.  
  
          *Electric Department Manager Goodell reviewed the December Electric Department Report with the Commission.*

**WATER AND WASTEWATER DEPARTMENT**

- 22     20-1538           Review the December Water-Wastewater Department Report.  
  
          *Wastewater/Wastewater Department Manager Mattson reviewed the December Water and Wastewater Department Report with the Commission.*

**SAFETY REPORT**

- 23      20-1526            Review the December Safety Report.

*General Manager Kennedy reviewed the December Safety Report with the Commission.*

**VERIFIED CLAIMS**

- 24      20-1542            Consider a motion to approve the verified claims for November in the amount of \$1,596,552.86.  
Computer Check Register \$1,201,334.32  
Manual Check Register \$395,218.54

**A motion was made by Commissioner Luke Francisco, seconded by Commissioner Rick Blake, to approve the verified claims for November in the amount of \$1,596,552.86 (Computer Check Register \$1,201,334.32 and Manual Check Register \$395,218.54). The motion carried by the following vote:**

**Aye:** 5 - President Tom Stanley, Commissioner Rick Blake, Secretary Kathy Kooda, Commissioner Luke Francisco, and Commissioner Rick Smith

**ADJOURNMENT**

**The next regular Commission meeting is Wednesday, January 13, 2021 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.**

**The next special meeting/work session is scheduled for Tuesday, February 2, 2021 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.**

*By call of the chair, the regular meeting was declared adjourned at 4:56 PM.*

*Respectfully submitted: Christine Flannigan, Administrative/HR Assistant.*

**PUBLIC UTILITIES COMMISSION****Accounts Payable****November 2020****(Meeting Date 12/16/20)**

<b>NAME</b>	<b>AMOUNT</b>	<b>NAME</b>	<b>AMOUNT</b>
Acheson Tire	1,540.00	Novaspect	8,973.80
Amaril Uniform	1,281.00	Dennis O'Toole	575.00
American Eagle Security Systems	8,415.00	Pace Analytical	48.00
American Water Works Association	334.00	Personnel Dynamics LLC	1,472.09
APG	2,224.60	Ptiney Bowes	2,274.96
Aramark	137.68	R&R Rental Grand Rapids	50.55
Automotive Electric LLC	980.52	RMB Environmental Lab	460.00
Bemidji Steel Company	1,470.63	James Radtke	4,194.24
Burggrafs Ace Hardware	3.96	Rapids Printing	648.00
The Busy Bees QCS	2,066.02	Rapids Welding	1,196.72
C N A Surety	250.00	Rob's Bobcat Service	2,530.63
Carquest	218.12	Ro Don Corporation	1,187.50
CE Power	5,360.00	S E H	15,260.00
City of Grand Rapids	5,314.89	Sandstroms	382.48
Coles	242.42	Slipstream	66.64
Compass Minerals	7,231.86	Solenis	19,573.40
Computer Enterprises	51.88	Telcologix	278.00
Cooperative Response Center	1,899.84	TNT Aggregates LLC	11,640.00
Core & Main	11,384.13	Treasure Bay Printing	1,532.00
Dakota Supply Group	502.71	US Bank Equipment	347.30
Davis Oil Inc	1,427.53	United Rentals	496.83
Electric Pump	2,480.68	Vega	1,300.23
Energy Insight, Inc	2,273.85	Viking Electric	665.60
Fastenal	3,350.24	Waste Management	631.49
Ferguson	5,970.59	Wells Fargo Business - Flannigan	32.60
Ferrellgas	38.48	Wells Fargo Business - Kennedy	382.33
Figgins Truck & Trailer Repair	1,452.71	Wesco	4,856.50
Flow Measurement and Control	440.00	Xerox	73.44
Grainger	1,479.45	YRC Freight	143.63
Hawkins	11,614.64	Ziegler	3,028.94
ISD 318	1,315.45		
Itasca Computer	4,011.00	TOTAL	<hr/> 1,201,334.32
Itasca County Treasurer	864.99		
Itasca Utilities	22,335.00		
Jamar Service	636.11		
KOZY	1,102.50		
L & M Supply	391.71		
Lano, Nelson & Bengtson	684.00		
League of Minnesota Cities	42,924.50		
Lease Landscaping Inc	1,091.25		
Locators and Supplies Inc	354.47		
Macqueen Equipment	366.15		
Mangseth Painting	370.00		
Steve Mattson	63.25		
McMaster-Carr	2,730.98		
Milsoft Utility Solutions	2,534.38		
Minnesota Department of Commerce	3,806.52		
Minnesota Power	948,252.04		
Mobile Predictive Services Inc	507.50		
Nextera Communications	622.68		
North Central Laboratories	100.09		
Northern Business Products	529.42		

**November 2020 MANUAL CHECK REGISTER**

<u>Date</u>	<u>Check #</u>	<u>Vendor Name</u>	<u>Amount</u>
11/2/2020	4262	Health Partners	62,263.47
11/3/2020	4263	Empower Retirement	399.05
11/4/2020	4264	Further	573.15
11/6/2020	4265	Public Employees Retirement Association	13,924.85
11/6/2020	4266	Minnesota Dept. of Revenue	3,960.64
11/6/2020	4267	Wells Fargo Bank	24,357.48
11/6/2020	4268	Empower Retirement	9,108.93
11/5/2020	4269	Invoice Cloud	2,407.15
11/6/2020	4270	Further	2,745.83
11/18/2020	4271	Further	326.10
11/19/2020	4272	Minnesota Department of Revenue	55,693.00
11/20/2020	4273	Further	2,745.83
11/20/2020	4274	Public Employees Retirement Association	13,966.38
11/20/2020	4275	Minnesota Dept. of Revenue	3,931.12
11/20/2020	4276	Wells Fargo Bank	24,467.34
11/20/2020	4277	Empower Retirement	9,289.08
11/30/2020	4278	Further	2,745.83
11/2/2020	77260	Bridge, Troy	415.33
11/2/2020	77261	First Net / AT & T Mobility	362.08
11/2/2020	77262	Hansen, Mark	386.00
11/2/2020	77263	Langer, Stephen A	185.01
11/2/2020	77264	Minnesota Energy Resources Corp.	22.26
11/2/2020	77265	Riley, Joseph	219.99
11/2/2020	77266	Ruder, Rodney	350.00
11/2/2020	77267	Rundell, Eric	380.25
11/2/2020	77268	United Parcel Service	17.58
11/2/2020	77269	Verizon Wireless	733.14
11/6/2020	77270	NCPERS Group Life Ins	128.00
11/9/2020	77271	Further	131.40
11/9/2020	77272	Rundell, Eric	304.94
11/17/2020	77273	Customer Refunds- Utility Accounts	918.62
11/17/2020	77274	Customer Refunds- Utility Accounts	112.48
11/17/2020	77275	Customer Refunds- Utility Accounts	117.50
11/17/2020	77276	Customer Refunds- Utility Accounts	107.11
11/17/2020	77277	Customer Refunds- Utility Accounts	78.69
11/17/2020	77278	Customer Refunds- Utility Accounts	75.02
11/17/2020	77279	Customer Refunds- Utility Accounts	538.65
11/17/2020	77280	Customer Refunds- Utility Accounts	24.30
11/18/2020	77281	Driver and Vehicle Services	10.50
11/18/2020	77282	Driver and Vehicle Services	10.50
11/18/2020	77283	Driver and Vehicle Services	10.50
11/18/2020	77284	Driver and Vehicle Services	10.50
11/18/2020	77285	Driver and Vehicle Services	10.50
11/18/2020	77286	Driver and Vehicle Services	10.50
11/18/2020	77287	Bureau of Criminal Apprehension	15.00
11/18/2020	77288	Bureau of Criminal Apprehension	15.00
11/18/2020	77289	Bureau of Criminal Apprehension	15.00
11/18/2020	77290	Bureau of Criminal Apprehension	15.00
11/18/2020	77291	Bureau of Criminal Apprehension	15.00
11/18/2020	77292	Bureau of Criminal Apprehension	15.00
11/19/2020	77293	Minnesota Energy Resources Corp.	442.87
11/19/2020	77294	United Parcel Service	1.78
11/19/2020	77295	Verizon Wireless	577.78
11/20/2020	77395	Minnesota Council 65	1,596.00
11/20/2020	77396	Customer Refunds- Utility Accounts	22.48
11/25/2020	77397	First Net / AT & T Mobility	362.08

<u>Date</u>	<u>Check #</u>	<u>Vendor Name</u>	<u>Amount</u>
11/25/2020	77398	Green, Doug	140.00
11/25/2020	77399	Larson, Robert	154.99
11/25/2020	77400	United Parcel Service	118.56
11/25/2020	77401	UNUM Life Insurance Co of America	2,388.82
11/25/2020	77402	Verizon Wireless	733.14
11/25/2020	77403	City of LaPrairie	13,291.47
11/25/2020	77404	Amaril Uniform Company	230.46
11/25/2020	77405	Aramark	322.35
11/30/2020	77406	City of Grand Rapids	72,333.33
11/30/2020	77407	City of Grand Rapids	62,899.85
11/30/2020	77408	City of Grand Rapids	936.00
		Checks Previously Approved	0.00
		Manual Checks to be approved	395,218.54
		<b>TOTAL MANUAL CHECKS</b>	<b>395,218.54</b>



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 21-1640      **Version:** 1      **Name:** Grand Rapids Fire Department - Travis Cole, Fire Chief  
**Type:** Department Head Report      **Status:** Filed  
**File created:** 1/22/2021      **In control:** City Council  
**On agenda:** 1/25/2021      **Final action:** 1/25/2021  
**Title:** Grand Rapids Fire Department - Travis Cole, Fire Chief  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
1/25/2021	1	City Council		

Grand Rapids Fire Department - Travis Cole, Fire Chief



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 21-1618      **Version:** 1      **Name:** CP 2021-2 Conduct Public Hearing  
**Type:** Public Hearing      **Status:** Passed  
**File created:** 1/14/2021      **In control:** City Council  
**On agenda:** 1/25/2021      **Final action:** 1/25/2021  
**Title:** Consider conducting the Public Hearing for CP 2021-2, the 5th Street SW Improvements Project.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
1/25/2021	1	City Council		
1/25/2021	1	City Council		

Consider conducting the Public Hearing for CP 2021-2, the 5th Street SW Improvements Project.

**Background Information:**

The City's Capital Improvement Plan calls for the reconstruction of existing public infrastructure within the right of way and utility or alley easements of 5th Street SW, from 10th Avenue SW to 11th Avenue SW. The project involves the reconstruction of street, storm sewer, and associated appurtenances. In order to proceed with the Project, the City Council must conduct a Public Hearing. The Public Hearing for this Project is scheduled for 5:30 p.m. in the Council Chambers on January 25, 2021.

**Staff Recommendation:**

Public Works Director / City Engineer, Matt Wegwerth, recommends conducting the Public Hearing for CP 2021-2, the 5th Street SW Improvements Project.

**Requested City Council Action**

Conduct the Public Hearing for CP 2021-2, the 5th Street SW Improvements Project.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 21-1591      **Version:** 1      **Name:** CP 2021-2 Ordering Plans and Specifications  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/6/2021      **In control:** City Council  
**On agenda:** 1/25/2021      **Final action:** 1/25/2021

**Title:** 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.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [1-25-21 Resolution CP 2021-2 Order Improvement and Plans and Specs](#)

Date	Ver.	Action By	Action	Result
1/25/2021	1	City Council		

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.

**Background Information:**

Once the Public Hearing is complete for CP 2021-2, the 5th Street SW Reconstruction Project, the City Council may consider ordering the Project and the plans and specifications. The attached resolution accomplishes this task. Please note that a 4/5th Council vote is required for approval because the Council initiated the Project.

**Staff Recommendation:**

Public Works Director / City Engineer, Matt Wegwerth, recommends adopting a resolution ordering CP 2021-2, the 5th Street SW Reconstruction Project and the plans and specifications for the Project to be completed.

**Requested City Council Action:**

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



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

RESOLUTION NO. 21-07

**A RESOLUTION ORDERING IMPROVEMENT OF  
AND PLANS AND SPECIFICATIONS FOR THE  
5<sup>th</sup> Street SW Reconstruction Project  
City Project 2021-2**

WHEREAS, Resolution 20-103 of the City Council dated the 7<sup>th</sup> day of December, 2020, accepted the Feasibility Report for the 5<sup>th</sup> Street SW Reconstruction Project; and

WHEREAS, the reconstruction of existing public infrastructure within the right of way and utility or alley easements 5<sup>th</sup> Street SW from 10<sup>th</sup> Avenue SW to 11<sup>th</sup> Avenue SW, by reconstructing streets, storm sewer, and associated appurtenances; and

WHEREAS, the construction described in the Feasibility Report for the 5<sup>th</sup> Street SW Reconstruction Project is the most cost effective solution; and

WHEREAS, a resolution of the City Council adopted the 7<sup>th</sup> day of December, 2020, fixed a date of January 25<sup>th</sup>, 2021, for a Council Hearing on the proposed improvement; and

WHEREAS, ten days' mailed notice and two weeks' published notice of hearing was given and hearing was held thereon on the 25<sup>th</sup> day of January, 2021, at which all persons desiring to be heard were given an opportunity to be heard.

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

1. Such improvement is hereby ordered as proposed in accordance with the Feasibility Report and referred to therein.
2. The City Engineer is hereby designated as the City's representative for this improvement and he or his designee shall prepare plans and specifications for the making of such improvement.
3. The City reasonably intends to make expenditures for the 5<sup>th</sup> Street SW Reconstruction Project, City Project 2021-2, and reasonably intends to reimburse itself for such expenditures from the proceeds of debt to be issued by the city in the maximum principal amount of \$174,273.
4. The Council shall let the contract for all or part of such improvement, or otherwise as authorized by Minn. Stat. 429.041, subd. 2, no later than January 25<sup>th</sup>, 2022.

Adopted by the Council this 25<sup>th</sup> day of January, 2021.

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

ATTEST:

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

Councilor Adams seconded the foregoing resolution and the following voted in favor thereof: Connelly, Toven, Adams, Blake, Christy; and the following voted against same: ; whereby the resolution was declared duly passed and adopted.