



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail City Council

Monday, December 21, 2020

5:00 PM

City Hall Council Chambers

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

CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, December 21, 2020 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

MEETING PROTOCOL POLICY

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

PUBLIC FORUM

PLEASE NOTE: If you wish to address the Council under Public Forum, please call 218-327-8833 at the appropriate time during the meeting.

COUNCIL REPORTS

APPROVAL OF MINUTES

20-1529 Consider approving City Council minutes for Monday, December 7, 2020 Worksession & Regular meetings.

Attachments: [December 7, 2020 Worksession](#)
[December 7, 2020 Regular Meeting](#)

VERIFIED CLAIMS

20-1561 Consider approving the verified claims for the period December 1, 2020 to December 16, 2020 in the total amount of \$1,203,948.46, of which \$145,000 are investments.

Attachments: [12-21-20 Council Bill List.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. 20-1268 Consider adopting a resolution approving a budgeted operating transfer from the Capital Equipment Replacement Fund to the Special Revenue- Cemetery Fund in the amount of \$32,475.
Attachments: 2020 Op Trnsfr-Res CapEqpt to Cemetery

2. 20-1511 Consider adopting a resolution establishing 2021 compensation for City of Grand Rapids Exempt & Non-Exempt Non-Represented Employees.
Attachments: Resolution Establishing Compensation for Non-Represented Employees
 Copy of 2021 Pay Increases

3. 20-1535 Consider approving the Public Works Department's request to create specifications and solicit a quote utilizing the Minnesota Cooperative Purchasing Venture for the purchase of the 2021 budgeted compact track loader

4. 20-1536 Consider approving the Public Works Department's request to create specifications and solicit a quote utilizing the Minnesota Cooperative Purchasing Venture for the Cemeteries purchase of the 2021 budgeted compact track loader

5. 20-1537 Consider approving resolutions adopting the 2020 Tax Levy Payable 2021, 2021 General Fund Budgets, 2021 Special Revenue Budgets and 2021 Enterprise Budgets.
Attachments: 2021 Budget Resolutions

6. 20-1553 Consider adopting a resolution authorizing the Itasca County Auditor to assess the delinquent Storm Water Utility charges to the property tax statement of delinquent tax owners.
Attachments: Storm water util delqnt to county 2020

7. 20-1554 Consider approving the official meeting calendar for 2021.
Attachments: 2021 Calendar-Model

8. 20-1555 Consider approving a resolution to accept amendment #A01 to MNDOT Aeronautics Grant Agreement #1032053 in the amount of \$28,057.62 for a total of \$132,774.42.
Attachments: Grant Amendment 1032053 A01.pdf
 Airport ST MN Grant Res.pdf

9. 20-1557 Consider authorizing the Airport Lease Agreement effective as of the first day of January 2021, between the City of Grand Rapids and Airways Aviation Center, Inc. and authorize the signatures of the Mayor, City Clerk and City Attorney.
Attachments: 2020 Airways Aviation Lease final

10. 20-1558 Consider renewing the updated retainer agreement with Madden Galanter Hansen, LLP from January 1, 2021 through December 31, 2021.

Attachments: Consulting Services Contract - City of Grand Rapids (2021)

11. 20-1559 Consider executing a Memorandum of Understanding (MOU) adding Public Works/Engineering Technician to Article 10 of the Clerical Union Bargaining Agreement.

Attachments: Memorandum of Understanding - Shoe Allowance (Clerical)

12. 20-1560 Consider adopting a resolution approving First Amendment to Contract for Private Development with KTJ 338, LLC (Pillars of Grand Rapids Project)

Attachments: Resolution - 1st Amendment to Oppidan CPD
1st Amendment to Oppidan CPD

13. 20-1565 Consider adopting a resolution amending Resolution 20-101, authorizing dissolution of Housing & Redevelopment Authority of Grand Rapids upon completion of transfer.

Attachments: Resolution of City of Grand Rapids - Approving Transfer Agreement and related

14. 20-1566 Consider adopting a resolution accepting a donation of \$150.00 dollars from Jim and Marie Fierek from Togo, Minnesota to the police department.

Attachments: SPD KM C36820121812100
PD J&M Fierek Res

15. 20-1569 Consider approving 2021 Taxi license for Rapid Taxi, contingent upon receipt of required documentation, fees and satisfactory vehicle inspections.

16. 20-1568 Consider approving the Workers Compensation coverage through the League of Minnesota Cities Insurance Trust.

Attachments: Grand Rapids Quote

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

17. 20-1567 Review and acknowledge minutes for Boards & Commissions.

Attachments: November 10, 2020 Library Board minutes
November 17, 2020 Golf Board minutes

CIVIC CENTER, PARKS & RECREATION

18. 20-1562 Consider entering into an agreement with ICS for Design and Construction Management of the renovation of the IRA Civic Center.

Attachments: ICS Civic Center Design
ICS GR IRA Civic Center C132-2009 Final 121820 kk

19. 20-1563 Consider entering into an agreement with Loren Solberg for lobby services in calendar year 2021.

Attachments: 12-21-2020 Solberg Contract

20. 20-1564 Consider a resolution requesting authorization from the State to impose a local sales & use tax to cover the City's portion of the IRA Civic Center renovation.

Attachments: 2021 Resolution Requesting LSUT from Legislature

FIRE DEPARTMENT

21. 20-1556 Consider purchase of a new Rosenbauer Fire Engine to replace engine 116.

Attachments: GRAND RAPIDS 2021 ENGINE CONTRACT FS12-19 PROPOSAL (002)

9-11-20 Truck Quote

Grand Rapids Truck Equip pt 1 91620

Grand Rapids Truck Equip pt 2 91620

ADJOURNMENT

NEXT REGULAR MEETING IS SCHEDULED FOR JANUARY 11, 2021, AT 5:00 P.M.

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

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

Attest: Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1529 **Version:** 1 **Name:** Council minutes
Type: Agenda Item **Status:** Approval of Minutes
File created: 12/9/2020 **In control:** City Council
On agenda: 12/21/2020 **Final action:**
Title: Consider approving City Council minutes for Monday, December 7, 2020 Worksession & Regular meetings.
Sponsors:
Indexes:
Code sections:
Attachments: [December 7, 2020 Worksession](#)
[December 7, 2020 Regular Meeting](#)

Date	Ver.	Action By	Action	Result
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Consider approving City Council minutes for Monday, December 7, 2020 Worksession & Regular meetings.

Background Information:

Draft minutes are attached for review.

Requested City Council Action

Make a motion approving Council minutes for Monday, December 7, 2020 Worksession & Regular meetings.



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council Work Session

Monday, December 7, 2020

6:30 PM

Council Chambers

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

CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Monday, December 7, 2020 at 6:30 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

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

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

Staff present:

Tom Pagel, Chad Sterle, Erik Scott, Rob Rima, Shawn Graeber, Travis Cole, Matt Wegwerth

Discussion Items

1. Discuss emergency replacement of Engine 116.
Fire Chief Travis Cole provided information regarding the urgent need to replace Engine 116 due to structural failures. Next steps to bring firm price for new truck back to Council to request purchase approval.
Referred to the City Council
2. Review Regular Meeting Agenda
Upon review, no changes or additions are noted.

ADJOURN

There being no further business, the meeting adjourned at 6:47 pm.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Monday, December 7, 2020

6:45 PM

City Hall Council Chambers

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

CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, December 7, 2020 at 6:45 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

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

Staff present:

Tom Pagel, Chad Sterle, Erik Scott, Diane Larson, Rob Mattei, Matt Wegwerth, Will Richter, Barb Baird

6:45 PM PUBLIC HEARING

Conduct a public hearing to consider the granting of jurisdictional authority to the Housing and Redevelopment Authority (HRA) of Itasca County Minnesota.

Mayor Adams states the reason for the public hearing and that all those wishing to be heard can address the Council at this time. City Clerk Gibeau acknowledges that all required notices have been made and no correspondence has been received in the Clerk's office.

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

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

Councilor Blake recommends that the City Council have a representative on the HRA moving forward. The County has noted that the City of Grand Rapids will have two representatives on the Board, however, it is not clarified that one will be a member of the City Council. Council member Toven has served as representative for the City Council on the Grand Rapids HRA and states that she will continue to attend the open meetings moving forward.

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

A motion was made by Councilor Michelle Toven, second by Councilor Dale Christy, to close the public hearing. The motion carried by the following vote.

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

HOUSING & REDEVELOPMENT AUTHORITY

Consider adopting a resolution approving Transfer Agreement and related matters to the HRA merger.

Councilor Christy expresses appreciation for the work of Diane Larson, Itasca HRA Director.

Marilyn Rossman thanks Diane Larson and notes that the HRA has a great deal of history and is a great asset to the community.

A motion was made by Councilor Michelle Toven, second by Councilor Rick Blake, adopting Resolution 20-101, approving transfer agreement and matters related to the HRA merger of the Grand Rapids HRA to the Itasca County HRA as presented. The motion carried by the following vote.

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

MEETING PROTOCOL POLICY

PUBLIC FORUM

None.

COUNCIL REPORTS

Mayor Adams discusses the most recent information from the meeting of Range Mayors.

Councilor Christy noted nominations received for the RAMS board, indicating that appointments will be made within the next month.

APPROVAL OF MINUTES

Consider approval of Council minutes for Monday, November 23, 2020 Regular Meeting.

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

by the following vote.

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

VERIFIED CLAIMS

Consider approving the verified claims for the period November 17, 2020 to November 30, 2020 in the total amount of \$824,536.58.

A motion was made by Councilor Dale Christy, second by Councilor Rick Blake, to approve the verified claims as presented. The motion carried by the following vote.

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

CONSENT AGENDA

1. Consider accepting the feasibility report for CP 2020-4, Diane Lane Sanitary Sewer
Approved by consent roll call
2. Consider adopting a resolution closing the Debt Service Fund-Debt Service Reserve Fund and transfer the remaining balance to the Capital Project Fund-Permanent Improvement Revolving Fund.
Adopted Resolution 20-102 by consent roll call
3. Consider entering into a five-year Municipal Engineering Services Agreement between the City and Short Elliott Hendrickson.
Approved by consent roll call
4. Consider authorizing the Public Works Department to advertise for bids for the sale of the 1995 John Deere front end loader
Approved by consent roll call
5. Consider adopting a resolution accepting the Feasibility Report for CP 2021-2, 5th Street SW Reconstruction and call for a Public Hearing on Monday, January 25, 2021 at 5:30 pm in the Grand Rapids City Council Chambers.
Adopted Resolution 20-103 by consent roll call
6. Consider approving the purchase and approval of a three-year agreement from ESRI for GIS ELA software in a total amount of \$82,500, of which the 2021 fee is

\$27,500.00

Approved by consent roll call

7. Consider accepting the resignation of David Marty from the Arts & Culture Commission.
- Approved by consent roll call**
8. Consider approving 2021 Theatre License for Mann Theatres Inc. and authorize fee reduction for 2021 Theatre License to Mann Theatres.
- Approved by consent roll call**
9. Consider adopting a resolution to accept a \$3,000 grant from the Itasca County Coronavirus Relief Fund (CRF) towards the purchase of an industrial washer due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19).
- Adopted Resolution 20-104 by consent roll call**
10. Consider adopting a resolution approving first amendment to Contract for Private Development with Grand Rapids Sawmill Redevelopment, LLC.
- Adopted Resolution 20-105 by consent roll call**
11. Consider approving a pierringer release related to CP 2014-2
- Approved by consent roll call**
12. Consider approving purchase of Self-Publishing Software from Municode.
- Approved by consent roll call**

Approval of the Consent Agenda

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

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

SETTING OF REGULAR AGENDA

A motion was made by Councilor Tasha Connelly, second by Councilor Michelle Toven, to approve the Regular agenda as presented. The motion carried by the following vote.

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

ACKNOWLEDGE BOARDS & COMMISSIONS

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

Acknowledge Boards and Commissions

ADMINISTRATION DEPARTMENT

- 14. Consider making appointments to the Library Board and Arts & Culture Commission.

City Administrator Pagel presents information regarding vacancies as of December 31, 2020 on the Library Board and the Arts & Culture Commission. Due to the resignation of David Marty from Arts & Culture, there are now four vacancies on that board and four applicants.

A motion was made by Councilor Rick Blake, second by Councilor Dale Christy, to make the following appointments:

***Elias Blocker, Lisa Lassen and Ellen Teigland o the Library Board, terms to expire December 31, 2023**

***Kayla Aubid, Myrna Peterson and Jennifer Gorman to the Arts & Culture Commission, terms to expire December 31, 2023, and**

***Sonja Merrild to the Arts & Culture Commission to fill the unexpired term vacated by David Marty, expiring December 31, 2021. The motion carried by the following vote.**

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

7:30 PM PUBLIC HEARINGS

Recess at 7:20 pm for scheduled public hearing.

- 15. Conduct a Public Hearing on 2020 Levy Payable in 2021 and 2021 Budget at 7:30 p.m. as stated in the Truth in Taxation Statements.

Mayor Adams states the reason for the public hearing and that all those wishing to address the City Council may do so at this time. City Clerk Gibeau confirms notices have been made and the Clerk's office has not received public correspondence regarding this matter.

Administrator Pagel presents proposed levy for the City of Grand Rapids as well as proposed City budget for 2021.

A motion was made by Councilor Dale Christy, second by Councilor Tasha

Connelly, to open the public hearing. The motion carried by the following vote.

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

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

A motion was made by Councilor Rick Blake, second by Councilor Michelle Toven, to close the public hearing. The motion carried by the following vote.

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

ADJOURNMENT

There being no further business, the meeting adjourned at 7:46 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1561 **Version:** 1 **Name:** VERIFIED CLAIMS
Type: Agenda Item **Status:** Verified Claims
File created: 12/17/2020 **In control:** City Council
On agenda: 12/21/2020 **Final action:**
Title: Consider approving the verified claims for the period December 1, 2020 to December 16, 2020 in the total amount of \$1,203,948.46, of which \$145,000 are investments.
Sponsors:
Indexes:
Code sections:
Attachments: [12-21-20 Council Bill List.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period December 1, 2020 to December 16, 2020 in the total amount of \$1,203,948.46, of which \$145,000 are investments.

Requested City Council Action

Make a motion approving the verified claims for the period December 1, 2020 to December 16, 2020 in the total amount of \$1,203,948.46, of which \$145,000 are investments.

DATE: 12/17/2020
TIME: 15:43:06
ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 12/21/2020

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
1201429	LAKE SUPERIOR COLLEGE	200.00
	TOTAL	200.00
CITY WIDE		
0221650	BURGGRAF'S ACE HARDWARE	23.97
1900225	SEH	11,287.50
1915248	SHI INTERNATIONAL CORP	1,746.20
2209705	VISIT GRAND RAPIDS INC	1,000.00
	TOTAL CITY WIDE	14,057.67
SPECIAL PROJECTS-NON BUDGETED		
1105530	KENNEDY & GRAVEN	342.00
	TOTAL SPECIAL PROJECTS-NON BUDGETED	342.00
ADMINISTRATION		
0421725	DUTCH ROOM INC	273.84
0718060	GRAND RAPIDS HERALD REVIEW	97.80
1215630	LOREN SOLBERG CONSULTING, LLC	1,600.00
1301020	MADDEN GALANTER HANSEN	2,899.94
	TOTAL ADMINISTRATION	4,871.58
BUILDING MAINTENANCE-CITY HALL		
0118100	ARAMARK UNIFORM & CAREER	52.90
0315455	COLE HARDWARE INC	27.29
0701650	GARTNER REFRIGERATION CO	1,072.00
0920060	ITASCA COUNTY TREASURER	175.08
1105444	KELLER FENCE COMPANY	5,620.00
1401650	NARDINI FIRE EQUIPMENT CO INC	166.50
1821700	MICHAEL RUSSELL	2,190.00
1901535	SANDSTROM'S INC	155.97
2018680	TRU NORTH ELECTRIC LLC	201.12
	TOTAL BUILDING MAINTENANCE-CITY HALL	9,660.86
COMMUNITY DEVELOPMENT		
0718060	GRAND RAPIDS HERALD REVIEW	155.25
0920060	ITASCA COUNTY TREASURER	78.03

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 12/21/2020

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
COMMUNITY DEVELOPMENT		
	TOTAL COMMUNITY DEVELOPMENT	233.28
FIRE		
0401804	DAVIS OIL INC	122.67
0409730	DIVERSIFIED INSPECTIONS INC	1,488.84
0601346	FAIRVIEW HEALTH SERVICES	175.00
0920060	ITASCA COUNTY TREASURER	46.79
	TOTAL FIRE	1,833.30
INFORMATION TECHNOLOGY		
1915248	SHI INTERNATIONAL CORP	398.00
	TOTAL INFORMATION TECHNOLOGY	398.00
PUBLIC WORKS		
0100046	ASV HOLDINGS INC	1,528.45
0103325	ACHESON TIRE INC	280.00
0121721	AUTO VALUE - GRAND RAPIDS	105.59
0221650	BURGGRAF'S ACE HARDWARE	255.64
0301685	CARQUEST AUTO PARTS	19.08
0315455	COLE HARDWARE INC	125.84
0401804	DAVIS OIL INC	1,327.89
0518366	ERICKSON'S ITASCA LUMBER INC	452.00
0601690	FASTENAL COMPANY	938.44
0801836	HAWKINSON SAND & GRAVEL	1,554.29
0920060	ITASCA COUNTY TREASURER	245.64
1200500	L&M SUPPLY	44.88
1309332	MN STATE RETIREMENT SYSTEM	1,481.97
1415030	NAPA SUPPLY OF GRAND RAPIDS	81.04
1415484	NORTHERN LIGHTS TRUCK	303.57
1421155	NUCH'S IN THE CORNER	15.00
1421700	NUSS TRUCK GROUP INC	25.70
1503150	OCCUPATIONAL DEVELOPMENT CTR	400.00
2000522	TNT CONSTRUCTION GROUP, LLC	38.75
2018560	TROUT ENTERPRISES INC	300.00
	TOTAL PUBLIC WORKS	9,523.77
FLEET MAINTENANCE		
0103325	ACHESON TIRE INC	25.00

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CITY OF GRAND RAPIDS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 12/21/2020

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	51.48
0920060	ITASCA COUNTY TREASURER	66.34
1605740	PETROCHOICE HOLDINGS INC	588.12
1801615	RAPIDS WELDING SUPPLY INC	73.82
TOTAL FLEET MAINTENANCE		804.76
POLICE		
0103325	ACHESON TIRE INC	641.28
0301685	CARQUEST AUTO PARTS	410.59
0809105	HIBBING CHRYSLER CENTER	805.00
0920060	ITASCA COUNTY TREASURER	2,215.48
2000400	T J TOWING	100.00
T000245	JACK & DONS DIRECT SERVICE	225.00
TOTAL POLICE		4,397.35
CENTRAL SCHOOL		
0718010	CITY OF GRAND RAPIDS	12,000.00
1401650	NARDINI FIRE EQUIPMENT CO INC	225.00
1901535	SANDSTROM'S INC	42.99
2018680	TRU NORTH ELECTRIC LLC	151.12
TOTAL		12,419.11
AIRPORT		
0221650	BURGGRAF'S ACE HARDWARE	139.99
0301685	CARQUEST AUTO PARTS	0.00
0315455	COLE HARDWARE INC	10.47
0518366	ERICKSON'S ITASCA LUMBER INC	137.45
0718010	CITY OF GRAND RAPIDS	300.00
0920060	ITASCA COUNTY TREASURER	68.85
1201730	LATVALA LUMBER COMPANY INC.	16.79
1301015	MACQUEEN EQUIPMENT INC	219.98
1920150	STATT LLC	190.00
TOTAL		1,083.53
CIVIC CENTER GENERAL ADMINISTRATION		

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CITY OF GRAND RAPIDS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 12/21/2020

VENDOR #	NAME	AMOUNT DUE

CIVIC CENTER		
GENERAL ADMINISTRATION		
0401520	DANIELSON HEATING AND COOLING	814.56
0701650	GARTNER REFRIGERATION CO	190.00
0718010	CITY OF GRAND RAPIDS	1,700.00
1200500	L&M SUPPLY	17.09
1800655	R & R SPECIALTIES INC	321.60
1800656	R & R RENTAL INC	60.00
1920555	STOKES PRINTING & OFFICE	15.59
TOTAL GENERAL ADMINISTRATION		3,118.84
STATE HAZ-MAT RESPONSE TEAM		
0920060	ITASCA COUNTY TREASURER	54.98
1321527	MUNICIPAL EMERGENCY SERVICES	2,653.45
TOTAL		2,708.43
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE	74.80
0718010	CITY OF GRAND RAPIDS	400.00
0920060	ITASCA COUNTY TREASURER	35.43
1900225	SEH	8,431.00
TOTAL		8,941.23
DOMESTIC ANIMAL CONTROL FAC		
0718010	CITY OF GRAND RAPIDS	500.00
0920060	ITASCA COUNTY TREASURER	118.99
TOTAL		618.99
GO IMP, CIP & REFUNDING 2010A		
0508450	EHLERS AND ASSOCIATES INC	1,000.00
TOTAL		1,000.00
GENERAL CAPITAL IMPRV PROJECTS		

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CITY OF GRAND RAPIDS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 12/21/2020

VENDOR #	NAME	AMOUNT DUE

GENERAL CAPITAL IMPRV PROJECTS		
0920020	ITASCA COMMUNITY COLLEGE	175,000.00
	TOTAL	175,000.00
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-CIVIC CENTER		
0900055	ICS CONSULTING INC	1,250.00
	TOTAL CAPITAL OUTLAY-CIVIC CENTER	1,250.00
CAPITAL OUTLAY-POLICE		
0513233	EMERGENCY AUTOMOTIVE TECH INC	13,253.72
	TOTAL CAPITAL OUTLAY-POLICE	13,253.72
2020 INFRASTRUCTURE BONDS		
2019 STREET IMP PROJECT		
1514226	ON2 SOLUTIONS, LLC	5,850.00
	TOTAL 2019 STREET IMP PROJECT	5,850.00
2021 INFRASTRUCTURE BONDS		
CP2020/FD-1 NEW FIRE HALL		
0218115	BRAUN INTERTEC CORPORATION	5,335.00
0718010	CITY OF GRAND RAPIDS	3,516.48
0900055	ICS CONSULTING INC	46,608.23
1915248	SHI INTERNATIONAL CORP	3,184.36
2000522	TNT CONSTRUCTION GROUP, LLC	192,988.70
	TOTAL CP2020/FD-1 NEW FIRE HALL	251,632.77
2015-3 HIGHWAY 2 WEST TRAIL		
1900225	SEH	6,793.20
	TOTAL 2015-3 HIGHWAY 2 WEST TRAIL	6,793.20
STORM WATER UTILITY		
0401804	DAVIS OIL INC	9.74
0718010	CITY OF GRAND RAPIDS	500.00

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CITY OF GRAND RAPIDS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 12/21/2020

VENDOR #	NAME	AMOUNT DUE

STORM WATER UTILITY		
0920060	ITASCA COUNTY TREASURER	142.86
2018560	TROUT ENTERPRISES INC	88.00
	TOTAL	740.60
	TOTAL UNPAID TO BE ALLOWED IN THE SUM OF:	\$530,732.99
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T MOBILITY	3,787.54
0104095	DALE ADAMS	67.85
0113105	AMAZON CAPITAL SERVICES	38.98
0305530	CENTURYLINK QC	259.00
0315543	CONSTELLATION NEWENERGY -GAS	3,917.29
0605191	FIDELITY SECURITY LIFE	67.89
0718015	GRAND RAPIDS CITY PAYROLL	354,545.93
0718070	GRAND RAPIDS STATE BANK	468.66
0815440	HOLIDAY STATIONSTORES LLC	220.99
0900060	ICTV	16,584.86
1015342	SCOTT JOHNSON	559.60
1201402	LAKE COUNTRY POWER	44.27
1209516	LINCOLN NATIONAL LIFE	1,524.02
1301146	MARCO TECHNOLOGIES, LLC	2,056.92
1305046	MEDIACOM LLC	136.90
1309098	MINNESOTA MN IT SERVICES	439.88
1309199	MINNESOTA ENERGY RESOURCES	256.54
1309332	MN STATE RETIREMENT SYSTEM	3,144.00
1315654	NATHAN MORLAN	12.00
1405550	NEOPOST USA INC	1,050.00
1405850	NEXTERA COMMUNICATIONS LLC	461.84
1516220	OPERATING ENGINEERS LOCAL #49	112,908.00
1601305	THOMAS J. PAGEL	1,023.09
1601750	PAUL BUNYAN COMMUNICATIONS	667.00
1609561	PIONEER TELEPHONE	10.34
1621125	PUBLIC UTILITIES COMMISSION	1,661.83
1800125	RBC WEALTH MANAGEMENT	145,000.00
2000100	TASC	30.60
2100265	U.S. BANK	1,350.00
2114360	UNITED PARCEL SERVICE	29.83
2205637	VERIZON WIRELESS	35.01
2209665	VISA	1,903.53
2209705	VISIT GRAND RAPIDS INC	15,933.45
2301700	WM CORPORATE SERVICES, INC	2,117.83
2305447	WELLS FARGO BANK NA	900.00
	TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:	\$673,215.47
	TOTAL ALL DEPARTMENT	\$1,203,948.46



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1268 **Version:** 1 **Name:** Cemetery budgeted operating transfer
Type: Agenda Item **Status:** Consent Agenda
File created: 8/13/2020 **In control:** City Council
On agenda: 12/21/2020 **Final action:**
Title: Consider adopting a resolution approving a budgeted operating transfer from the Capital Equipment Replacement Fund to the Special Revenue- Cemetery Fund in the amount of \$32,475.

Sponsors:

Indexes:

Code sections:

Attachments: [2020 Op Trnsfr-Res_CapEqpt to Cemetery](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution approving a budgeted operating transfer from the Capital Equipment Replacement Fund to the Special Revenue- Cemetery Fund in the amount of \$32,475.

Background Information:

On December 16, 2019, the Grand Rapids City Council approved the 2020 General Fund Expenditure budget which included an operating transfer to the Cemetery Fund. The transfer is for the purchase of a mower, trailer, and design and survey work for the expanded Veteran's Plat at the Cemetery.

Staff Recommendation:

Staff recommends adopting a resolution approving a budgeted operating transfer from the Capital Equipment Replacement Fund to the Cemetery Fund in the amount of \$32,475.

Requested City Council Action

Make a motion adopting a resolution approving a budgeted operating transfer from the Capital Equipment Replacement Fund to the Special Revenue- Cemetery Fund in the amount of \$32,475.

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

RESOLUTION NO. 20-

A RESOLUTION TO AUTHORIZE THE FOLLOWING BUDGETED OPERATING TRANSFER FROM THE CAPITAL EQUIPMENT REPLACEMENT FUND TO THE SPECIAL REVENUE-CEMETERY FUND IN THE AMOUNT OF \$32,475

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

\$32,475 from the Capital Equipment Replacement Fund to the Special Revenue-Cemetery Fund,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes the following budgeted transfer from the Capital Equipment Replacement Fund to the Special Revenue-Cemetery Fund in the amount of \$32,475.

Adopted this 21st day of December 2020.

Dale Adams, 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 #:	20-1511	Version:	1	Name:	Consider adopting a resolution establishing 2021 compensation for City of Grand Rapids Exempt & Non-Exempt Non-Represented Employees.
Type:	Agenda Item	Status:			Consent Agenda
File created:	12/1/2020	In control:			City Council
On agenda:	12/21/2020	Final action:			
Title:	Consider adopting a resolution establishing 2021 compensation for City of Grand Rapids Exempt & Non-Exempt Non-Represented Employees.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution Establishing Compensation for Non-Represented Employees Copy of 2021 Pay Increases				

Date	Ver.	Action By	Action	Result
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..Title

Consider adopting a resolution establishing 2021 compensation for City of Grand Rapids Exempt & Non-Exempt Non-Represented Employees.

Background Information:

We have collective bargaining agreements with five bargaining units where we have agreed to a 2021 wage increase of 3.00%. In the past, we have tried to keep pay increases consistent to avoid compression issues amongst the different classifications. Attached is a resolution along with a spreadsheet indicating the recommended wage increases for the City of Grand Rapids' Exempt and Non-Exempt Non-Represented employees. The recommended increases include a 3.00% cost of living adjustment as well as some longevity pay recommendations. Since the compensation study was completed in 2012, we have been trying to move employees through the position pay grade assignments in order to avoid compression issues.

Staff Recommendation:

Attached is a resolution along with a spreadsheet indicating the recommended increases for 2021. We are recommending that the regular City employees who are in collective bargaining agreements with the City, part-time, seasonal and temporary are specifically excluded from this recommendation, as they will be addressed in separate proposals.

This is a budgeted request.

Requested City Council Action

Make a motion to adopt a resolution establishing 2021 compensation for City of Grand Rapids Exempt & Non-Exempt, Non-Represented Employees.

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION No. 20-
ESTABLISHING COMPENSATION FOR
CITY OF GRAND RAPIDS
NON-REPRESENTED EMPLOYEES

WHEREAS, the Grand Rapids City Council has established that employment with the City of Grand Rapids should be attractive from a career perspective and that the compensation and benefit plan for the City of Grand Rapids' non-represented employees shall be founded on the principle of equitable and adequate compensation and benefits; and further, that said compensation and benefit plan shall be as competitive as possible in the judgment of the City in order to attract and retain people of the highest caliber so that the citizens of Grand Rapids can be assured that their best interests are being served; and

WHEREAS, the City of Grand Rapids' past practices provide that adjustments to salary schedules are generally made on January 1st and are based on such factors as changes in the cost-of-living, labor markets, recruiting experience, financial condition of the city, reclassification studies, etc.; and

WHEREAS, the City has ratified all contracts with the City's bargaining units through December 31, 2022; and

WHEREAS, the City has not adjusted salaries for non-represented employees for the period January 1, 2021 through December 31, 2021; and

WHEREAS, the City Administrator has evaluated all Department Heads and has determined that they all have either met or exceeded their job requirements; and

NOW, THEREFORE IT BE RESOLVED that the exempt and non-exempt on represented staff receive a cost of living adjustment of 3.00% of their base salary as well as other adjustments as indicated on the attached spreadsheet. Fire Department and Hospital Security personnel will receive a 3.00% increase. All increases will be effective January 1, 2021.

BE IT FINALLY RESOLVED that regular City employees who are in collective bargaining agreements with the City, part-time, temporary and seasonal employees, and elected officials are specifically excluded from this resolution. Pay increases for union employees are governed by their collective-bargaining agreements, and all other 2021 salary increases will have already been approved by the City Council.

Adopted this 21st day of December, 2020.

Dale Adams, Mayor

ATTEST:

Kimberly Gibeau, City Clerk

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

Proposed 2020 Salary Adjustments

Department	Title	Name	Grade	Years in position	2020				Percent Increase				2021 Proposed
					2.00%		3.00%		2021		2020 Actual		
					Minimum	Midpoint	Maximum	2021 Minimum	2021 Midpoint	2021 Maximum	2020 Minimum	2020 Midpoint	
Information Technology	Network Technician	Lasha Karels	8	10	48,332.81	53,784.74	61,419.83	49,782.79	55,398.28	63,262.42	60,111.13	63,262.42	No step
Community Development	Community Dev. Special.	Eric Trast	9	16	51,716.03	57,549.60	65,725.31	53,267.51	59,276.09	67,697.06	65,725.31	67,697.06	No step
Community Development	Building Inspector	Jon Peterson	10	5	55,336.08	61,578.00	70,319.56	56,996.16	63,425.34	72,429.15	61,578.00	63,425.34	No step
Library	Assist. Library Director	Amy Detmer	11	13	59,209.52	65,888.38	75,241.93	60,985.81	67,865.03	77,499.19	75,241.93	77,499.19	No step
Golf	Director of Golf	Bob Cahill	13	32	67,788.83	75,435.44	86,144.48	69,822.49	77,698.51	88,728.81	75,241.93	88,728.81	Grade Change f
Finance	Assist. Finance Director	Laura Pfeifer	12	11	63,354.12	70,500.49	80,508.86	65,254.74	72,615.50	82,924.13	80,508.86	82,924.13	No step
Community Development	Building Official/Fac. Mngr.	Nate Morlan	13	8	67,788.83	75,435.44	86,144.48	69,822.49	77,698.51	88,728.81	82,200.00	84,947.55	Step Increase
Public Works	Street Superintendent	Kevin Koetz	13	1	67,788.83	75,435.44	86,144.48	69,822.49	77,698.51	88,728.81	77,062.50	79,374.38	No step
Library	Director of Library	Will Richter	13	2	67,788.83	75,435.44	86,144.48	69,822.49	77,698.51	88,728.81	78,802.20	81,166.27	No step
Parks & Recreation	Director of Parks/Recr.	Dale Anderson	13	21	67,788.83	75,435.44	86,144.48	69,822.49	77,698.51	88,728.81	86,144.48	88,728.81	No step
Administration	Director Human Resource	Lynn DeGrio	14	13	72,533.97	80,715.86	92,174.60	74,709.99	83,137.34	94,939.84	86,144.48	94,939.84	Step Increase
Information Technology	Director of IT	Erik Scott	14	12	72,533.97	80,715.86	92,174.60	74,709.99	83,137.34	94,939.84	92,174.60	94,939.84	No step
Police	Assist. Chief of Police	Steve Schaar	14	10	72,533.97	80,715.86	92,174.60	74,709.99	83,137.34	94,939.84	90,210.54	94,939.84	Step Increase
Community Development	Director of Comm. Dev.	Rob Mattei	15	19	77,611.27	86,365.89	98,626.82	79,939.61	88,956.87	101,585.62	98,626.82	101,585.62	No step
Finance	Director of Finance	Barb Baird	15	12	77,611.27	86,365.89	98,626.82	79,939.61	88,956.87	101,585.62	98,626.82	101,585.62	No step
Fire	Fire Chief	Travis Cole	15	1	77,611.27	86,365.89	98,626.82	79,939.61	88,956.87	101,585.62	89,000.00	91,670.00	No step
Public Works/Eng	Director of Public Works	Matt Wegwerth	16	2	83,043.98	92,411.42	105,530.70	85,535.30	95,183.76	108,696.62	98,143.65	101,087.95	No step
Police	Chief of Police	Scott Johnson	16	6	83,043.98	92,411.42	105,530.70	85,535.30	95,183.76	108,696.62	105,530.70	108,696.62	No step
Administration	City Attorney	Chad Sterle	16	3	83,043.98	92,411.42	105,530.70	85,535.30	95,183.76	108,696.62	104,805.00	107,949.15	Per contract
Administration	City Administrator	Tom Pagel	18	8	95,076.91	105,801.69	120,822.10	97,929.21	108,975.74	124,446.76	123,923.28	127,640.98	Per contract



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1535 **Version:** 1 **Name:** 2021 PW Multi-Terrain Loader/Skidsteer - Solicit quotes
Type: Agenda Item **Status:** Consent Agenda
File created: 12/10/2020 **In control:** City Council
On agenda: 12/21/2020 **Final action:**
Title: Consider approving the Public Works Department's request to create specifications and solicit a quote utilizing the Minnesota Cooperative Purchasing Venture for the purchase of the 2021 budgeted compact track loader

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Consider approving the Public Works Department's request to create specifications and solicit a quote utilizing the Minnesota Cooperative Purchasing Venture for the purchase of the 2021 budgeted compact track loader

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 compact track loader that Public Works is requesting to create specifications and solicit a quote for will replace the ASV 80. The new 2021 compact track loader will be equipped with a dirt bucket and.... This machine will utilize existing implements.

Staff Recommendation:

Matt Wegwerth, Public Works Director, recommends creating specifications and soliciting a quote utilizing the Minnesota Cooperative Purchasing Venture for the 2021 budgeted compact track loader

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 purchase of the 2021 budgeted compact track loader



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1536 **Version:** 1 **Name:** 2021 Cemetery Track Loader/Skidsteer - Solicit quotes
Type: Agenda Item **Status:** Consent Agenda
File created: 12/10/2020 **In control:** City Council
On agenda: 12/21/2020 **Final action:**
Title: Consider approving the Public Works Department's request to create specifications and solicit a quote utilizing the Minnesota Cooperative Purchasing Venture for the Cemeteries purchase of the 2021 budgeted compact track loader

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Consider approving the Public Works Department's request to create specifications and solicit a quote utilizing the Minnesota Cooperative Purchasing Venture for the Cemeteries purchase of the 2021 budgeted compact track loader

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 compact track loader that the Cemetery is requesting to create specifications and solicit a quote for will replace the 1977 Case skid steer. The new 2021 compact track loader will be equipped with a dirt bucket, plow and backhoe attachment.

Staff Recommendation:

Matt Wegwerth, Public Works Director, recommends creating specifications and soliciting a quote utilizing the Minnesota Cooperative Purchasing Venture for the Cemeteries purchase of the 2021 budgeted compact track loader

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 purchase of the Cemeteries purchase of the 2021 budgeted compact track loader



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1537 **Version:** 1 **Name:** 2020 Levy payable 2021 & 2021 Budgets
Type: Agenda Item **Status:** Consent Agenda
File created: 12/10/2020 **In control:** City Council
On agenda: 12/21/2020 **Final action:**
Title: Consider approving resolutions adopting the 2020 Tax Levy Payable 2021, 2021 General Fund Budgets, 2021 Special Revenue Budgets and 2021 Enterprise Budgets.

Sponsors:

Indexes:

Code sections:

Attachments: [2021 Budget Resolutions](#)

Date	Ver.	Action By	Action	Result
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Consider approving resolutions adopting the 2020 Tax Levy Payable 2021, 2021 General Fund Budgets, 2021 Special Revenue Budgets and 2021 Enterprise Budgets.

Background Information:

The City Council and staff have been working on the 2021 budgets since early 2020. The 2020 tax levy payable in 2021 and the City budgets were discussed at the public forum on Monday, December 7, 2020. The City was able to keep the tax rate approximately the same as last years rate. This year the rate is approximately 83.454.

We are requesting the Council adopt the resolutions listed to approve a tax levy for 2020 payable in 2021 and the 2021 budgets for the General Fund, Special Revenue Funds and Enterprise Funds.

Staff Recommendation:

Staff recommends approving resolutions adopting the 2020 Tax Levy Payable 2021, 2021 General Fund Budgets, 2021 Special Revenue Budgets and 2021 Enterprise Budgets.

Requested City Council Action

Make a motion approving resolutions adopting the following:

- *2020 Tax Levy Payable 2021, the 2021 General Fund Revenue and Expenditures Budget,
- *2021 Special Revenue Fund Budgets for the Library, Cemetery, Grand Rapids Economic Development Authority, Civic Center, Grand Rapids/Itasca County Airport, Police Forfeiture Fund, Haz-Mat Response Fund, Domestic Animal Control Facility, and Central School,
- *2021 Enterprise Fund Budgets for Pokegama Golf Course and Storm Water Utility Fund.

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO. 20-

**A RESOLUTION APPROVING THE FINAL 2020 TAX LEVY
PAYABLE IN 2021**

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, levies the following sums of money for the current year 2020 collectible in 2021, upon the taxable property in the City of Grand Rapids, for the following purposes:

General Fund	\$5,197,994
Library Fund	711,010
Cemetery	212,812
Internal Loan-Public Works Equipment	192,000
Abatement Levies	25,000
GREDA	60,000
2009C Improvement Bonds	308,262
Debt Study Reduction	(125,000)
2010A Improvement Bonds	57,130
2011B Improvement Bonds	56,943
2012 Improvement Bonds	131,341
2013B Reconstruction Bonds	102,160
2014A Reconstruction Bonds	232,886
2016A Reconstruction Bonds	149,344
2017A Reconstruction Bonds	167,933
2017B Refunding Bonds	223,549
2018A St Recon & CIP Bonds	139,995
2019A Improvement Bonds	80,969
2020A Reconstruction Bonds	<u>155,000</u>
TOTAL LEVY TO BE CERTIFIED	<u>\$8,079,328</u>

Adopted this 21st day of December 2020.

Dale Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO. 20-

**A RESOLUTION ADOPTING THE 2021
GENERAL FUND REVENUE AND EXPENDITURE BUDGET**

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following General Fund Revenue and Expenditure budget for 2021:

REVENUES

Taxes	\$5,197,994
Payment in Lieu of Taxes	913,000
Licenses and Permits	301,062
Intergovernmental	2,374,701
Charges for Services	1,134,603
Fines and Forfeits	57,000
Miscellaneous Revenue	<u>78,750</u>
TOTAL REVENUE	<u>\$10,057,110</u>

EXPENDITURES

Administration	\$ 625,167
Building Maintenance	291,064
Community Development	537,866
Council/Boards	95,294
Finance	577,499
Fire	843,845
Fleet Maintenance	278,558
Information Technology	293,445
Police	3,272,480
Public Works	2,238,825
Recreation	95,107
City Wide	220,700
Transfers	599,760
Fund Balance Payback	<u>87,500</u>
TOTAL EXPENDITURES	<u>\$10,057,110</u>

Adopted this 21st day of December 2020.

Dale Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO. 20-

**A RESOLUTION ADOPTING THE 2021 SPECIAL REVENUE FUND
PUBLIC LIBRARY REVENUE AND EXPENDITURES BUDGET**

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following Special Revenue Fund-Public Library revenue and expenditures budget for 2021:

REVENUES:	
Taxes	\$711,010
Intergovernmental	128,000
Charges for Services	25,732
Fines & Forfeits	0
Miscellaneous	<u>16,800</u>
TOTAL REVENUES	<u>\$881,542</u>
EXPENDITURES:	
Personnel	\$571,706
Supplies and Materials	92,000
Other Charges and Services	<u>217,836</u>
TOTAL EXPENDITURES	<u>\$881,542</u>
Revenue over Expenditures	<u>\$ 0</u>

Adopted this 21st day of December 2020.

Dale Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO 20-

**A RESOLUTION ADOPTING THE 2021 SPECIAL REVENUE FUND
CEMETERY REVENUE AND EXPENDITURES BUDGET**

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopted the following Special Revenue Fund – Cemetery revenue and expenditures budget for 2021:

REVENUES:

Taxes	\$212,812
Charges for Services	35,150
Miscellaneous	<u>1,650</u>
Total Revenue	<u>\$249,612</u>

EXPENDITURES:

Personnel	\$189,622
Supplies & Materials	14,600
Other Charges	<u>45,390</u>
Total Expenditures	<u>\$249,612</u>

EXCESS REVENUE OVER EXPENDITURES	<u>\$ 0</u>
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Adopted this 21st day of December 2020.

Dale Adams, 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.

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO 20-

**A RESOLUTION ADOPTING THE SPECIAL REVENUE FUND
ECONOMIC DEVELOPMENT AUTHORITY 2021 REVENUE AND EXPENDITURES BUDGET**

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following Special Revenue Fund – Economic Development Authority revenue and expenditures budget for 2021:

REVENUES:

Taxes	\$30,000
Miscellaneous	<u>400</u>
Total Revenue	<u>\$30,400</u>

EXPENDITURES:

Supplies & Materials	\$ 50
Other Charges	<u>15,900</u>
Total Expenditures	<u>\$ 15,950</u>
Excess Revenue over Expenditures	<u>\$ 14,450</u>

Adopted this 21st day of December 2020.

Dale Adams, 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.

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO 20-

**A RESOLUTION ADOPTING THE 2021 SPECIAL REVENUE FUND-CIVIC CENTER
REVENUE AND EXPENDITURES BUDGET**

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopt the following Special Revenue Fund – Civic Center revenue and expenditures budget for 2021:

REVENUES:

Charges for Services	\$ 2,500
Miscellaneous	<u>671,621</u>
Total Revenue	<u>\$674,121</u>

EXPENDITURES:

Personnel	\$258,670
Supplies & Materials	20,200
Other Charges	<u>322,883</u>
Total Expenditures	<u>\$601,753</u>

EXCESS REVENUE OVER EXPENDITURES	<u>\$ 72,368</u>
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Adopted this 21st day of December 2020.

Dale Adams, 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.

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO 20-

**A RESOLUTION ADOPTING THE 2021 REVENUE AND EXPENDITURES BUDGET
FOR THE GRAND RAPIDS/ITASCA COUNTY AIRPORT**

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following revenue and expenditures budget for the Grand Rapids/Itasca County Airport for 2021:

REVENUES:

Intergovernmental	\$ 86,488
Charges for Services	5,902
Miscellaneous Revenue	119,350
Other Sources	<u>20,000</u>
Total Revenue	<u>\$231,740</u>

EXPENDITURES:

Personnel	\$ 91,046
Supplies & Materials	39,250
Other Charges	<u>101,444</u>
Total Expenditures	<u>\$231,740</u>

EXCESS REVENUE OVER EXPENDITURES \$ (0)

Adopted this 21st day of December 2020.

Dale Adams, 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.

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO 20-

**A RESOLUTION ADOPTING THE 2021 SPECIAL REVENUE FUND
POLICE DESIGNATED FORFEITURES REVENUE AND EXPENDITURES BUDGET**

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following Special Revenue Fund – Police Designated Forfeitures revenue and expenditures budget for 2021:

REVENUES:

Intergovernmental	\$ 8,000
Miscellaneous	500
Fund Balance Usage	<u>17,000</u>
Total Revenue	<u>\$25,500</u>

EXPENDITURES:

Supplies & Materials	3,500
Other Charges	2,000
Capital Outlay	<u>20,000</u>
Total Expenditures	<u>\$25,500</u>

EXCESS REVENUE OVER EXPENDITURES \$ 0

Adopted this 21st day of December 2020.

Dale Adams, 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.

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO 20-

**A RESOLUTION ADOPTING THE 2021 SPECIAL REVENUE FUND
STATE HAZMAT RESPONSE TEAM REVENUE AND EXPENDITURES BUDGET**

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following Special Revenue Fund – State Hazmat Response Team revenue and expenditures budget for 2021:

REVENUES:

Intergovernmental	<u>\$60,000</u>
Total Revenue	<u>\$60,000</u>

EXPENDITURES:

Personnel	\$26,200
Supplies & Materials	13,800
Other Charges	<u>20,000</u>
Total Expenditures	<u>\$60,000</u>
EXCESS REVENUE OVER EXPENDITURES	<u>\$ 0</u>

Adopted this 21st day of December 2020.

Dale Adams, 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.

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO. 20-

**A RESOLUTION ADOPTING THE 2021 SPECIAL REVENUE FUND
DOMESTIC ANIMAL CONTROL FACILITY REVENUE AND EXPENDITURES BUDGET**

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following Special Revenue Fund-Domestic Animal Control Facility revenue and expenditures budget for 2021:

REVENUES:	
Fines & Fees	\$ 39,500
Operating Transfer In	<u>31,776</u>
TOTAL REVENUES	<u>\$ 71,276</u>
EXPENDITURES:	
Personnel	\$ 49,251
Supplies and Materials	3,500
Other Charges and Services	<u>18,525</u>
TOTAL EXPENDITURES	<u>\$ 71,276</u>
EXCESS REVENUE OVER EXPENDITURES	<u>\$ 0</u>

Adopted this 21st day of December 2020.

Dale Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO 20-

**A RESOLUTION ADOPTING THE 2021 SPECIAL REVENUE FUND
CENTRAL SCHOOL REVENUE AND EXPENDITURES BUDGET**

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopted the following Special Revenue Fund – Central School revenue and expenditures budget for 2021:

REVENUES:

Miscellaneous	\$ 71,100
Operating Transfer In	<u>45,020</u>
Total Revenue	<u>\$ 116,120</u>

EXPENDITURES:

Supplies & Materials	\$ 2,100
Other Charges	108,620
Capital Outlay	<u>5,400</u>
Total Expenditures	<u>\$ 116,120</u>

EXCESS REVENUE OVER EXPENDITURES	<u>\$ 0</u>
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Adopted this 21st day of December 2020.

Dale Adams, 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.

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO. 20-

A RESOLUTION ADOPTING THE 2021 ENTERPRISE FUND-
POKEGAMA GOLF COURSE
REVENUE AND EXPENSE BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following Enterprise Fund Pokegama Golf Course revenue and expense budget for 2021:

REVENUES:	
Charges for Services	\$596,514
Miscellaneous Revenue	<u>31,800</u>
Total Revenues	<u>\$628,314</u>
EXPENSES:	
Personnel	\$271,015
Supplies and Materials	50,600
Other Charges and Services	203,699
Depreciation Expense	<u>103,000</u>
Total Expenses	<u>\$628,314</u>
Net Income/(Loss)	<u>\$ 0</u>

Adopted this 21th day of December 2020.

Dale Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO. 20-

A RESOLUTION ADOPTING THE 2021 ENTERPRISE FUND-
STORM WATER UTILITY
REVENUE AND EXPENSE BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following Enterprise Fund Storm Water Utility revenue and expense budget for 2021:

REVENUES:	
Licenses & Permits	\$2,000
Charges for Services	<u>912,133</u>
Total Revenues	<u>\$914,133</u>
EXPENSES:	
Personnel	\$379,037
Supplies and Materials	62,000
Other Charges and Services	298,438
Depreciation Expense	<u>52,361</u>
Total Operations	<u>791,836</u>
Transfer to Storm Water Utility Projects	<u>122,297</u>
Total Expenses	<u>\$914,133</u>
Net Income/(Loss)	<u>\$ -0-</u>

Adopted this 21st day of December 2020.

Dale Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

Councilmember seconded the forgoing 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 #: 20-1553 **Version:** 1 **Name:** Assess Delinquent SWU Accounts
Type: Agenda Item **Status:** Consent Agenda
File created: 12/11/2020 **In control:** City Council
On agenda: 12/21/2020 **Final action:**
Title: Consider adopting a resolution authorizing the Itasca County Auditor to assess the delinquent Storm Water Utility charges to the property tax statement of delinquent tax owners.

Sponsors:

Indexes:

Code sections:

Attachments: [Storm water util delqnt to county 2020](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution authorizing the Itasca County Auditor to assess the delinquent Storm Water Utility charges to the property tax statement of delinquent tax owners.

Background Information:

The City is utilizing the service of the Grand Rapids Public Utilities for the billing. On a quarterly basis, they provide the City with a list of delinquent accounts through November 30, 2020. These delinquent balances can be added to the property owner's tax statement as an assessment. The County Auditor requires a resolution from the City Council directing them to add these delinquencies to the tax statement. A letter was sent to all property owners with the delinquent balances giving them the opportunity to pay before it is sent to the County Auditor.

Staff Recommendation:

Staff recommends adopting a resolution authorizing the Itasca County Auditor to assess the delinquent Storm Water Utility charges to the property tax statement of delinquent tax owners.

Requested City Council Action

Make a motion adopting a resolution authorizing the Itasca County Auditor to assess the delinquent Storm Water Utility charges to the property tax statement of delinquent tax owners.

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

RESOLUTION NO. 20-

A RESOLUTION AUTHORIZING THE ITASCA COUNTY AUDITOR TO ASSESS
DELINQUENT STORM WATER UTILITY CHARGES TO THE PROPERTY TAX
STATEMENT OF DELINQUENT PROPERTY TAX OWNERS PER EXHIBIT A

WHEREAS, the Grand Rapids City Council adopted the Storm Water Utility Ordinance #04-08-10 on August 9, 2004 for implementation beginning January 1, 2005, and

WHEREAS, beginning on that date, City residents, commercial property, industrial and institutional property have been charged a fee for storm water management based on a fee schedule approved by the City Council, and

WHEREAS, the Grand Rapids Public Utilities is providing the City with a list of delinquent accounts, and

WHEREAS, the Section 70.203 (f) and (g) of the Ordinance states a penalty for late payment is 10% of the amount past due and past due fees and penalty can be certified to the County Auditor for collection with real estate taxes in the next year,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes the County Auditor to assess the delinquent storm water utility charges to the property tax statement of the delinquent property tax owners identified in Exhibit A.

Adopted this 21st day of December 2020.

Dale Adams, 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.

EXHIBIT A

DELINQUENT STORM WATER UTILITY CHARGES TO BE ASSESSED AGAINST THE FOLLOWING PARCELS

Parcel Numbers	With 10% Penalty
910054413	\$105.05
910054414	61.05
910153408	60.50
910172205	105.05
910303407	175.73
910344404	124.30
914151240	88.55
914201235	9.90
914202270	142.45
914250630	6.33
914251720	105.05
915200012	34.02
915551120	46.20
915851340	67.65
915851525	33.00
915851825	61.60
915852760	55.83
916001660	105.05
916200040	33.00
916200041	105.05
916501530	83.60
916630230	108.22
917201430	86.35
	\$ 1,803.52



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1554 **Version:** 1 **Name:** 2021 Official Meeting Calendar
Type: Agenda Item **Status:** Consent Agenda
File created: 12/11/2020 **In control:** City Council
On agenda: 12/21/2020 **Final action:**
Title: Consider approving the official meeting calendar for 2021.
Sponsors:
Indexes:
Code sections:
Attachments: [2021 Calendar-Model](#)

Date	Ver.	Action By	Action	Result
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Consider approving the official meeting calendar for 2021.

Background Information:

Each year, the City Council adopts the official calendar noting all meetings associated with the City of Grand Rapids including City Council, Boards & Commissions, etc.

Staff Recommendation:

Review draft calendar and approve.

Requested City Council Action

Make a motion approving the official meeting calendar for 2021.



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

2021

January							February							March							
Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	
					31	1			1	2	3	4	5	6							
					\$				WS			PC					WS			PC	
3	4	5	6	7	8	9	7	8	9	10	11	12	13	7	8	9	10	11	12	13	
				PC							EDA	\$						EDA	\$		
10	11	12	13	14	15	16	14	15	16	17	18	19	20	14	15	16	17	18	19	20	
		FRA	ATA																		
17	18	19	20	21	22	23	21	22	23	24	25	26	27	21	22	23	24	25	26	27	
24	25	26	27	28	29	30	28							28	29	30	31				
31																					

April							May							June						
Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.
				1	2	3							1			1	2	3	4	5
				PC														PC	\$	
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
				EDA	\$						PC	\$						EDA		
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
		FRA																		
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
				EDA	\$													EDA		
25	26	27	28	29	30	31	23	24	25	26	27	28	29	27	28	29	30			

July							August							September						
Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.
				1	2	3	1	2	3	4	5	6	7				1	2	3	4
				PC	\$						PC							PC		
4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11
				EDA																
11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18
		FRA	ATA																	
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25
				EDA																
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30		

October							November							December							
Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	
					1	2			1	2	3	4	5	6				1	2	3	4
												PC	\$						PC	\$	
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	
				PC	\$																
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	
		FRA																			
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	
				EDA														EDA			
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31		
31																					

- Golf Course Board - 7:30 am
- Library Board - 5 pm
- Payroll
- Holiday
- Cable TV Comm. - Noon
- Arts & Culture Comm. - 3:45 pm
- Park & Rec Civic Center Board 5:30 pm
- Public Util. Comm. - 4 pm
- Economic Devl. Authority - 4 pm
- Fire Dept. Bus. Mng. - 7 pm
- Work Session Public Utilities
- Fire Relief Assn.
- Planning Comm. - 4 pm
- Human Rights Comm. - 4:00 pm
- Flex Benefits Deadline



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1555 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 12/15/2020 **In control:** City Council
On agenda: 12/21/2020 **Final action:**
Title: Consider approving a resolution to accept amendment #A01 to MNDOT Aeronautics Grant Agreement #1032053 in the amount of \$28,057.62 for a total of \$132,774.42.
Sponsors:
Indexes:
Code sections:
Attachments: [Grant Amendment 1032053 A01.pdf](#)
[Airport ST MN Grant Res.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving a resolution to accept amendment #A01 to MNDOT Aeronautics Grant Agreement #1032053 in the amount of \$28,057.62 for a total of \$132,774.42.

Background Information:

City Council previously accepted MNDOT Aeronautics Grant Agreement #1032053 in September 2018 for \$104,716.80 for the reconstruction of the general aviation ramp. Change order #1 - concrete apron removal, was not an eligible cost for reimbursement by the FAA. MNDOT has agreed to cover this cost at 70%.

Staff Recommendation:

Please consider approving a resolution to accept the amended MNDOT Aeronautics Grant Agreement #1032053 for the reconstruction of the general aviation ramp.

Requested City Council Action

Make a motion to approve the resolution amending MNDOT Aeronautics Grant Agreement #1032053 in the amount of \$28,057.62 for a total of \$132,774.42.

Rev. 4/13

AMENDMENT # A01 TO MnDOT GRANT AGREEMENT #1032053

This Amendment is by and between the state of Minnesota, through its Commissioner of Transportation (“State”), and the **City of Grand Rapids** (“Recipient”).

Recitals

1. The State has an agreement with the Recipient identified as MnDOT Agreement Number **1032053** (“Original Agreement”), to provide for **Rehab GA Apron**.
2. The agreement is being amended to **add additional scope to the original project including replacing a concrete apron, subcutting the new taxilane and adding draintile, and installing new storm sewer.**
3. The State and the Recipient are willing to amend the Original Agreement as stated below.

Agreement Amendment

In this Amendment deleted agreement terms will be ~~struck out~~ and the added agreement terms will be underlined.

REVISION 1. Article 2. is amended as follows:

2. The following table provides a description of the Project and shows a cost participation breakdown for each item of work:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Local Share</u>
Rehab GA Apron	<u>90%</u>	<u>5%</u>	<u>5%</u>
<u>Change Order No. 1 - Concrete Apron Removal/Installation (\$37,037.91)</u>	<u>0%</u>	<u>70%</u>	<u>30%</u>
<u>Change Order No. 2 - Subcut New Taxilane and add 4" Drain Tile (\$11,902.62)</u>	<u>90%</u>	<u>5%</u>	<u>5%</u>
<u>Change Order No. 3 - Install new 18" RCP Storm Sewer and Structures (\$30,215.00)</u>	<u>90%</u>	<u>5%</u>	<u>5%</u>

REVISION 2. Article 3. is amended as follows:

3. The Project costs will not exceed ~~\$1,416,154.00~~ \$1,457,439.67. The proportionate shares of the Project costs are: Federal: \$1,227,587.00, State: ~~\$104,716.80~~ \$132,774.42, and Recipient: ~~\$83,850.20~~ \$97,078.25. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for this Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No funds are committed under this Agreement until they are encumbered by the State. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Recipient has complied with all terms of this Agreement, and furnished all necessary records.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

State Encumbrance Verification

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

By: _____

Date: _____

SWIFT Purchase Order No: _____

Recipient

Recipient certifies that the appropriate person(s) have executed the Agreement on behalf of the Recipient as required by applicable resolutions, charter provisions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Commissioner, Minnesota Department of Transportation

By: _____
Director, Office of Aeronautics

Date: _____

MnDOT Contract Management

as to form & execution

By: _____

Date: _____

**Office of Financial Management-Grant Unit
Agency Grant Supervisor**

By: _____

Date: _____

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

RESOLUTION NO. 20-

A RESOLUTION TO ACCEPT AMENDMENT #A01 TO STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION AERONAUTICS GRANT AGREEMENT #1032053 IN THE AMOUNT OF \$28,057.62 FOR A TOTAL OF \$132,774.42 AS A SPONSOR FOR THE GRAND RAPIDS-ITASCA COUNTY AIRPORT

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

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

WHEREAS, in September 2018 the City Council previously accepted MNDOT grant agreement #1032053 in the amount of \$104,716.80 for the Grand Rapids-Itasca County Airport, for the reconstruction of the general aviation ramp,

WHEREAS, Change order #1 – Concrete apron removal, was not an eligible cost for reimbursement by the FAA and MNDOT has agreed to cover this cost at 70%,

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 State of Minnesota Department of Transportation Aeronautics has amended grant #1032053 to a total amount of \$132,774.42 for the reconstruction of the general aviation ramp.

Adopted this 21st day of December 2020.

Dale C. Adams, 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 #: 20-1557 **Version:** 1 **Name:** Lease Agreement with Airways Aviation Center Inc.
Type: Agenda Item **Status:** Consent Agenda
File created: 12/15/2020 **In control:** City Council
On agenda: 12/21/2020 **Final action:**
Title: Consider authorizing the Airport Lease Agreement effective as of the first day of January 2021, between the City of Grand Rapids and Airways Aviation Center, Inc. and authorize the signatures of the Mayor, City Clerk and City Attorney.

Sponsors:

Indexes:

Code sections:

Attachments: [2020 Airways Aviation Lease final](#)

Date	Ver.	Action By	Action	Result
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Consider authorizing the Airport Lease Agreement effective as of the first day of January 2021, between the City of Grand Rapids and Airways Aviation Center, Inc. and authorize the signatures of the Mayor, City Clerk and City Attorney.

Background Information:

Airways Aviation Center, Inc., is the Fixed Based Operator (FBO) at the Grand Rapids-Itasca County Airport. Included within their twenty employees are five Certified Mechanics that provide Annual 100 Hour Inspections, aircraft repair and rebuilding, float installations and seaplane maintenance. Airways Aviation Center Inc., operates the fuel station seven days a week as well as the sea base at Lily Lake. They also employ three flight instructors who run the Flight Instruction Program and are an integral asset to our Aviation operations at the Grand Rapids-Itasca County Airport. This is a three year agreement.

Staff Recommendation:

Matt Wegwerth, Public Works Director/Airport Manager, recommends approving the Airport Lease Agreement for Airways Aviation Center, Inc.

Requested City Council Action

Make a motion to approve the Airport Lease Agreement effective as of the first day of January 2021, between the City of Grand Rapids and Airways Aviation Center Inc. and authorize the signatures of the Mayor, City Clerk and City Attorney.

AIRPORT LEASE AGREEMENT

This lease, made effective as of the 1st day of January 2021, by and between the **City of Grand Rapids** (hereinafter referred to as Lessor), and **Airways Aviation Center, Inc.** (hereinafter referred to as Lessee) witnesseth:

Whereas, Lessor operates the airport known as Grand Rapids-Itasca County Airport, situated in the County of Itasca, State of Minnesota (hereinafter, together with any additions thereto or enlargements thereof whether or not made with corporate funds of Lessor, government grants in aid, or any other funds of any nature whatsoever, referred to as the "airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, Lessee is engaged in the business of air transportation and general aviation and desired to lease office/administrative, hangar, tie-down, seaplane, and fuel dispensing space at the airport and to obtain certain rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, Lessor is willing to lease such space to grant rights and privileges with respect thereto to Lessee, upon the terms and conditions hereinafter provided; and

Whereas, it is the intent of the Parties that this Agreement replace and supersede all other Agreements between the Parties;

Now, therefore, for and in consideration of the premises and of the mutual covenants and agreements herein contained, and other valuable considerations, the parties hereto covenant and agree as follows:

1. LEASE OF EXCLUSIVE SPACE AT AIRPORT.

Lessor leases to Lessee and grants to Lessee, its employees, agents, passengers, guests, patrons and invitees, the use of the following premises (including improvements and facilities therein) to be located at the airport as shown on Exhibit A and as further legally described on Exhibit B , attached hereto and made a part hereof. The lease space is comprised as follows:

Tract A - Seaplane Base.

Tract B - Tie-Down Area — which for the purposes of determining the rental values shall be deemed to contain 17,850 square feet.

Tract C - T Hangar Area — which for the purposes of determining the rental value shall be deemed to contain 11,050 square feet.

Tract D - Fixed Base Operation Ramp Area (airside) — which for the purposes of determining rental value shall be deemed to contain 45,000 square feet.

Tract E - Public/Employee Parking and Storage Area(s) (landside) — which for the purposes of determining rental value shall be deemed to contain 25,000 square feet.

Tract F - Administration (2,000 square feet)/Heated Hangar (12,500 square feet), which for the purposes of determining rental value shall have an annual rental fee of \$21,028.82, together with such increases as hereinafter set forth, and shall not be calculated on a square footage basis.

Tract G - Maintenance Building, which for the purposes of determining the rental value shall be deemed to contain 9,130 square feet.

Tract H - Bignall Building, which for the purposes of determining the rental value shall be deemed to contain 2,711 square feet.

The premises (including improvements and facilities therein) at the Airport leased to Lessee hereunder are hereinafter referred to as "leased space" or "leased premises".

2. USE OF SPACE.

The use by Lessee, its employees, agents, passengers, guests, patrons and invitees of leased space shall include the use thereof for the following purposes:

- (a) the maintenance and operation, in connection with the conduct by the Lessee of a Fixed Base Operation, aircraft sales, aircraft maintenance, aircraft rental and fuel sales;
- (b) the training of personnel in the employ of under the direction of Lessee;
- (c) the maintenance and operation of facilities and equipment and the carrying on of activities reasonably necessary or convenient in connection with the foregoing;
- (d) the storage, use, protection, operation, maintenance, repair and manufacturing of aircraft and motors and their accessories, and for the housing, shelter, comfort, convenience and instruction of its employees and patrons and the handling, protection and transportation of passengers and cargo, including postal matter, freight and express, and unless prohibited by the Office of Aeronautics of the Department of Transportation, or the resolutions and lawful rules of the authorities governing the airport, for the purpose of a school of instruction for student flyers and including the right to install and maintain, subject to any limits herein or hereinafter provided, an aircraft fuel refilling station, and together with the use in common with others of all approach roads, highways, parking areas and walks leading from the public highways to said airport and to the premises hereby demised, and any other use or purpose not inconsistent with ordinary aviation and commercial flying;
- (e) the carrying on or other operations and activities reasonably necessary or convenient to the conduct by Lessee of the foregoing provided, however, that all such other operations and activities shall be subject to the approval of the Lessor; and
- (f) the Lessee covenants that it will not sub-lease any portion of Tracts B through H without first informing the Lessor in writing of the proposed sub-lease agreement at least 30 (thirty) days prior to executing said sub-lease. Likewise, the Lessee must allow the Lessor 30 (thirty) days to object to the sub-lease agreement. If the Lessor does object to the proposed sub-lease, the Lessee will not be allowed to sub-let the property. Any sub-lease tenant allowed by the Lessee must also otherwise comply with any and all zoning regulations of the City of Grand Rapids. The use by Lessee, its employees, agents, passengers, guests, patrons and invitees of common areas shall include the exercise of all rights and privileges thereon available for common use. The use of common areas shall be subject to rules and regulations promulgated by Lessor.

3. INGRESS AND EGRESS; RIGHT TO PURCHASE PROPERTY.

Subject to the foregoing and to rules and regulations promulgated by Lessor, Lessee shall have the right and privilege over the airport of ingress to and egress from the premises and facilities leased under this Agreement, except for restricted areas, for its employees, agents, passengers, guests, patrons and invitees, it's or their suppliers of materials and furnishers of service, and it's or their equipment, vehicles, machinery and other property, and except as herein otherwise specifically provided, no charges, fees or tolls of any nature, direct or indirect, shall be imposed by Lessor upon Lessee, its employees, agents, passengers, guests, patrons and invitees, it's or their suppliers of materials and furnishers of service, for such right of ingress and egress, or for the privilege of purchasing, selling or using any materials or services purchased or otherwise obtained by Lessee, or transporting, loading, unloading or handling persons, property, cargo, or mail in connection with Lessee's business or exercising any right or privilege granted by Lessor hereunder.

Lessee shall have the right to purchase or otherwise obtain property and services of any nature from any suppliers of its choice.

4. TERMS.

The term of this Agreement shall be from January 1, 2021 and terminating on December 31, 2023, unless terminated earlier in compliance with paragraph 22 below.

5. RENTALS.

Commencing January 1st, 2021 and thereafter during the term hereof as to such leased space, Lessee shall, on or before the first day of each calendar month, pay to Lessor rental for leased space, as follows:

Tract A - no charge

Tract B - Lessee shall further pay to the Lessor Thirty Two dollars and Fifty One cents (\$32.51) per month for a total of Three Hundred Ninety dollars and Eight cents (\$390.08) per year (calculated at \$0.0219 X 17,850 square feet) for public aircraft tie down or to the extent permitted by law and/or the City of Grand Rapids. Additionally, no aircraft shall be tied down for more than 180 days in any calendar year.

Tract C - Lessee shall further pay to the Lessor Two Hundred Thirty Six dollars and Seventy One cents (\$236.71) per month for a total of Two Thousand Eight Hundred Forty dollars and Fifty Two cents (\$2,840.52) per year (calculated at \$0.2571 X 11,050 square feet)

Tract D - Lessee shall further pay to the Lessor Eighty One dollars and Ninety Five cents (\$81.95) per month for a total of Nine Hundred Eighty Three dollars and Thirty Seven cents (\$983.37) per year (calculated at \$0.0219 X 45,000 square feet).

Tract E - no charge

Tract F - Administration/Heater Hangar, an initial monthly rental of One Thousand Seven Hundred Fifty Two dollars and Forty cents (\$1,752.40) for a total of Twenty One Thousand Twenty Eight dollars and Eighty Two cents (\$21,028.82) per year or such rate as hereafter established for the rental of said space to the general public for like facilities.

Tract G - Lessee shall further pay to the Lessor One Hundred Ninety Five dollars and Fifty Six cents (\$195.56) per month for a total of Two Thousand Three Hundred Forty Six dollars and Seventy Four cents (\$2,346.74) per year (calculated at a rate of \$0.2570 X 9,130),

Tract H - Lessee shall further pay to the Lessor Fifty Eight dollars and Seven cents (\$58.07) per month for a total of Six Hundred Ninety Six dollars and Eighty One cents (\$696.81) per year (calculated at a rate of \$0.2570 X 2,711).

TOTAL - Lessee shall pay to Lessor Two Thousand Three Hundred Fifty Seven dollars and Nineteen cents per month (\$2,357.19) for a total of Twenty Eight Thousand Two Hundred Eighty Six dollars and Thirty Three cents per year (\$28,286.33).

SEE APPENDIX A FOR ANNUAL 1% INCREASE FOR YEARS 2021 THRU 2023.

Lessee agrees to pay Lessor the monthly rent set forth above on or before the first day of each month and mail or deliver payments to:

City of Grand Rapids
C/O City of Grand Rapids Finance Department
420 North Pokegama Avenue
Grand Rapids, MN 55744

6. EXCLUSIVE CONCESSION TO SELL FUEL OR AIRCRAFT.

Lessee shall have the exclusive right and privilege to sell aircraft fuel and oil products for aircraft at airport.

Lessee agrees to pay to Lessor for right and privilege of selling aircraft fuel and oil products for aircraft on above-described premises the following sums, to wit: \$0.08 per gallon for all fuel pumped from the tanks owned by Lessor.

Lessee agrees during whole period of this Agreement to keep proper records and books of sale or other disposition of foregoing products at airport and to permit said books and records to be inspected by Lessor from time to time.

Lessee agrees to make proper settlement with Lessor on the 15th day of each month during period hereof for sales made during preceding calendar month. A sale shall be deemed as made when products herein described shall have been received by purchaser, regardless of time of payment for such purchase by purchaser.

Lessee agrees that said premises and equipment installed thereon shall be kept in a neat, safe and sanitary condition, and shall be so managed and operated as not to endanger lives or properties of others.

Lessee shall comply with all State and Federal environmental rules and regulations and shall be responsible for clean-up costs relative to its fuel dispensing operations.

7. DESTRUCTION OF PREMISES.

If during the term hereby granted the Administration/Heated Hangar, Tract F, shall be damaged or destroyed by fire or other casualty, the Lessor shall repair and restore the same at the Lessor's expense and as promptly as possible. If such damage or destruction shall be so extensive that the cost of repair or

restoration would be in excess of seventy-five percent (75%) of the value of the demised hangar building when restored, this lease shall terminate at the option of the Lessor. If at the time of the injury or destruction, the unexpired term shall be more than one year, the Lessee shall be privileged to extend the current term for a total of two (2) years. If Lessee shall elect to take such extension, then

- (1) the Lessor shall repair or restore the demised premises at the Lessor's expense and as promptly as possible.
- (2) the said extension shall begin thirty (30) days after the Lessor shall have completed such repairs or restoration.

In the event of termination under this paragraph, all rent shall be adjusted and apportioned at the time of such destruction; otherwise, the rent shall be abated in an amount corresponding with the time during which, and the extent to which, the premises have been un-tenantable.

8. CONSTRUCTION, MAINTENANCE AND REPAIR OF LEASEHOLD.

Lessee may construct or install, at its own expense, any equipment, improvements and facilities, and any additions thereto, on all or any part of leased space. All such construction or installation shall be made after obtaining the requisite building or construction licenses or permits. Plans and specifications of any proposed construction or installation of improvements and facilities (including any substantial alteration or addition thereto) shall be submitted to and receive the approval of the Lessor prior to the commencement of construction or installation. Any advertising signs installed on leased premises shall be subject to the approval of the Lessor. Further, that Lessee will not suffer or permit to be maintained upon the outside of the buildings on said tract or tracts any bill boards or advertising signs, except that Lessee may maintain on the outside of any of the buildings thereon neatly painted signs containing the name of the Lessee's company and signs in connection with valid purposes and uses of the premises hereunder, said signs to be of such size as to conform to the ordinances of the City of Grand Rapids.

Lessee shall keep and maintain all such improvements and facilities including buildings owned by Lessee and additions thereto constructed or installed by it in good condition and repair, reasonable wear and tear expected. No restrictions shall be placed upon Lessee as to the architects, builders or contractors who may be employed by it in connection with any construction, installation, alteration, repair or maintenance of any such improvements, facilities and additions.

Lessee shall keep leased space in a sanitary and sightly condition.

Lessee shall be responsible for the snow, ice, and debris control of Tract E and shall move snow, ice, and debris away from buildings, fences, and aircraft located within, or adjacent to, Tract D to facilitate Lessor snow, ice, and debris control activities.

Lessee covenants that he will allow Lessor, and/or its authorized representatives to enter upon the leased premises, for the purpose of inspection, at any reasonable times.

It is understood by the parties that as a consideration of this lease and for prior leases the Lessee has constructed certain buildings upon said premises, upon Tracts C, G, & H, which buildings are the sole and express property of the Lessee herein and that in the event of the termination of this lease as herein provided or otherwise, the Lessor shall have the option to purchase said buildings or any of them for their then appraised value within ninety (90) days after the termination of the lease, and in the event the Lessor does not desire to purchase the same, the Lessee may sell or dispose of such buildings to anyone, with the

right to the Lessee or purchaser to enter upon said premises and remove said buildings within ninety (90) days of the date that Lessor shall notify the Lessee of its refusal to purchase. Lessee shall not sell any buildings during the term of this lease without the written consent of the Lessor.

Except as otherwise agreed upon in writing by both Lessor and Lessee, it is understood and agreed that all personal property, fixtures, electrical equipment and other devices used in the operation of said airport and owned by the Lessor and installed in the buildings on said premises owned by the Lessee, will be and remain the property of the said Lessor, even though attached to the buildings belonging to the Lessee, will at all times be protected by the said Lessee and will not be removed from said buildings or premises, except upon the written consent of the Lessor. That upon the termination of this lease for any cause, Lessor shall have the right to remove any and all such personal property from the buildings of Lessee before such buildings are sold and disposed of within a, reasonable time after such termination.

The Lessee shall also provide that the 15 x 15 entry to the Administration/Heated Hangar shall be kept open 24 hours per day for the use of the general public using the Airport. Further, the Lessee shall provide and maintain a pilot's lounge upon said premises.

9. COVENANT AGAINST LIENS.

Lessee shall keep leased space and the installations situated thereon free and clear of any and all liens in any way arising out of the construction, improvement or use thereof by Lessee; provided, however, that Lessee may in good faith contest the validity of any lien.

10. PERFORMANCE BY LESSOR UPON FAILURE OF LESSEE TO MAINTAIN.

In the event Lessee fails to perform for a period of thirty (30) days after notice from Lessor so to do, any obligation required by this Agreement to be performed by Lessee, Lessor may enter the premises involved (without such entering causing or constituting a termination of this lease or any interference with possession of said premise by Lessee) and do all things necessary to perform such obligation, charging to Lessee the cost and expenses thereof and Lessee agrees to pay Lessor such charge in addition to any other amounts payable by Lessee hereunder; provided, however, that if Lessee's failure to perform any such obligation endangers the safety of the public or of employees of Lessor, and Lessor so states in its notice to Lessee, Lessor may perform such obligation of Lessee at any time after the giving of such notice and charge to Lessee, and Lessee shall pay, as aforesaid, the cost and expense of such performance.

11. MAINTENANCE AND OPERATION.

Lessor shall operate and maintain, in all respects in a manner consistent with that of a reasonably prudent operator of an airport and keep in good condition and repair, the common areas and all additions, improvements, facilities and equipment now or hereafter provided by Lessor at or in connection with the leased space, excepting any improvements, facilities and equipment constructed or installed by Lessee.

Lessor shall maintain and keep in good repair the airport operations areas (including the removal there from of snow, ice and foreign matter), so as to permit the efficient takeoff and landing, taxiing, servicing, and loading and unloading of aircraft operated by Lessee, and Lessee agrees to take such action as the Lessor may reasonably request in order to enable the Lessor to comply with this provision.

Lessee shall at all times maintain the Administration/Heated Hangar, Tract F, public facilities so as to provide for reasonably unobstructed use thereof by passengers and invitees, and shall keep such facilities adequately supplied equipped (including directional signs), furnished and decorated.

Lessee shall supply and pay for adequate heat, cooling, water, sewer facilities and garbage pickup for the leased space, shall supply adequate electric power for normal use and light in all such leased space and shall supply janitor service and routine maintenance, lawn mowing, grounds keeping, snow and ice removal on leased areas. Lessor shall be responsible for repairs and replacements to the Administration/Heated Hangar, Tract F, in excess of \$2,500.00 per calendar year except for repairs to the 15 x 15 entry, referenced in section 9, which will remain at \$600.00 until roof, ceiling and floor repairs have been accomplished.

12. TAXES ON LEASE PREMISES.

Lessee shall pay any and all taxes or special assessments which may be levied or assessed upon the premises leased hereunder, including property of Lessee constructed, installed or located on such premises.

13. QUIET ENJOYMENT.

Lessor agrees that Lessee, performing its obligations hereunder, shall be entitled to and shall have the quiet possession and enjoyment of the premises, facilities, rights and privileges leased to it hereunder, subject, however, to the provisions hereof.

The said Lessor does further covenant that all existing and hereafter enacted zoning regulations as they may apply to the operation of the premises demised to the Lessee and the use and operation of the contiguous property owned by the Lessor, as an airport, shall be subject to reasonable enforcement. The Lessor does further covenant that pursuant and according to rules and regulations as may from time to time be promulgated by the United States, the State of Minnesota and the County of Itasca or the City of Grand Rapids, to continue to permit the property contiguous to the demised premises, now used for airport purposes, to be so used during the term of the within lease. The Lessor does not further covenant with Lessee to maintain and repair public roads and highways approaching, leading to and entering upon the demised premises and for the airport runways upon the property contiguous to the demised premises now used for airport purposes.

14. PERFORMANCE BY LESSEE UPON FAILURE OR LESSOR TO MAINTAIN AND OPERATE.

In the event Lessor fails to perform, for a period of thirty (30) days after notice from Lessee so to do, any obligation required by this Agreement to be performed by Lessor, Lessee may perform such obligation of Lessor and deduct the cost to Lessee of such performance from any amounts due hereunder or otherwise from Lessee to Lessor; provided, however, that if Lessor's failure to perform any such obligation endangers the safety of Lessee's operations at the airport and Lessee so states in its notice to Lessor, Lessee may perform such obligation of Lessor at any time after giving of such notice and deduct, as aforesaid, its cost of such performance. Lessor, however, shall not be liable to Lessee for any loss of revenues to Lessee resulting from any of Lessor's acts, omissions or neglect in the maintenance and operation by it of the airport or any facilities now or hereafter connected therewith.

15. INDEPENDENT CONTRACTOR.

It is agreed that nothing contained in this Contract is intended or should be construed as creating the relationship of co-partner, joint ventures, or an association with Itasca County and the City of Grand Rapids and the Lessee. Lessee is an independent contractor and neither it, its employees, agents,

subcontractors nor representatives shall be considered employees, agents, or representatives of Itasca County and the City of Grand Rapids. Except as otherwise provided herein, Lessee shall maintain, in all respects, its present control over the means and personnel by which this Lease is performed. From any amounts due Lessee, there shall be no deductions for federal income tax or FICA payments nor for any state income tax, nor for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Lessee.

16. INSURANCE.

Lessee shall obtain at its own cost and expenses all insurance required herein. All insurance coverage is subject to approval of Lessor and shall be maintained by Lessee at all times this Agreement is in effect. Lessee further agree that to protect themselves as well as Itasca County and the City of Grand Rapids under the indemnity Contract set forth above, they Lessee shall at all times during the term of the Agreement have and keep in force insurance protection as specified by Minn. Stat. 466.04, subd. 1 as may be modified from time to time by the State Legislature.

A. Workers' Compensation

The Lessee shall obtain and maintain for the duration of this Agreement, statutory workers' compensation insurance and employer's liability insurance as required under the laws of the State of Minnesota.

1. State: Minnesota – Statutory
2. Employer's Liability

Insurance certificates evidencing that the above insurance is in force with companies acceptable shall be submitted for examination and approval prior to the execution of the Agreement. The insurance certificates shall specifically provide that a certificate shall not be modified, canceled, or non-renewed except upon thirty (30) days prior written notice. Neither Lessor's failure to require or insist upon certificates or other evidence of insurance showing a variance from the specified coverage changes Lessee's responsibility to comply with the insurance specifications.

17. INDEMNITY.

The Lessee shall save and protect, hold harmless, indemnify and defend Lessor, its commission/council members, officers, agents, employees and volunteer workers against any and all liability, causes of action, claims, loss, damages or cost and expense arising from any intentional acts and omissions and/or negligent acts and omissions of Lessee in the performance of this Agreement, except for liability, causes of action, claims, loss, damages or cost and expense arising from the intentional acts, omissions and/or negligent acts and omissions of Lessor.

18. NON-DISCRIMINATION.

The Lessee in the use of the Grand Rapids-Itasca County Airport for itself, its personal representatives, agents, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- a. no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
- b. that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination;
- c. that the premises shall be used in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title IV of the Civil Rights Act of 1964, and as said Regulations may be amended.
- d. Lessee in the conduct of its authorized business activities on said demised premises and on said airport, shall furnish good, prompt and efficient service adequate to meet the demands for its service at the airport, and shall furnish such service on a fair, equal and nondiscriminatory basis to all users thereof, and shall charge fair, reasonable and nondiscriminatory prices for each unit of sale or service; provided, however, that Lessee shall be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers; and,
- e. Lessee will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft in the airport from performing any services on its own aircraft with its own employees.

19. STATUTES, RULES AND REGULATIONS.

The Lessee's agents and servants will obey such rules and regulations as may from time to time be promulgated by the Lessor or its authorized representative in charge of the airport to insure safety and orderly conduct of flying operations from or upon said airport, and such statutes, rules and regulations as may from time to time be promulgated by the United States, by the State of Minnesota, County of Itasca or the City of Grand Rapids for like purposes.

20. DEFAULT TERMINATION.

It is expressly agreed that if default be made in the payment for rent or any other payments required herein, or any part thereof or if the Lessee shall, without the consent of the Lessor, assign this Lease for the whole or any part of said term, or use said premises or any part thereof for any other purpose than is hereinbefore specified, or violate any other covenant or agreement contained in this Lease, then, in any such case, the Lessor may serve upon the Lessee a Notice in writing by mailing a copy thereof addressed to Airways Aviation Center, which Notice shall state the default or violation of the terms of the lease claimed by the Lessor to have been made by the Lessee and of the election on the part of the Lessor to terminate the Lease, if such default or violation is not remedied within thirty (30) days from the mailing and posting of such Notice; and unless within such period such violation shall have been remedied or corrected by the Lessee and Lessee has fully complied with the provisions of the Lease claimed to have been violated, the said Lease shall upon the expiration of such period of thirty (30) days be deemed to have terminated as fully and to the same effect as if, upon said date, the original term of said Lease has expired.

21. EARLY TERMINATION

Either party to this agreement may terminate this Lease Agreement at any time during its term by providing the other party 6 (six) months written notice of such termination. Said notice must be personally served on the other party. Service will be deemed as valid if the Lessee personally serves Lessor or Lessor's City Administrator. The party terminating this Lease Agreement shall not need to provide cause or justification for its decision to terminate. Both parties must continue to perform under all terms of the Lease Agreement during the 6 (six) months notice period.

22. ASSIGNMENT AND TRANSFERABILITY.

It is further understood and agreed that this Lease and the privileges herein granted to the Lessee, and all right, title and interest therein, and the power to execute the same are personal to the Lessee and shall not, unless permitted herein with the consent of the Lessor, be assigned or transferred or sublet or otherwise disposed of to any person, firm or corporation, directly or indirectly, by act of the Lessee or by operation of law.

Lessor shall not unreasonably withhold such consent.

IN WITNESS WHEREOF, THE City of Grand Rapids has caused this Lease to be executed on behalf of its Mayor, pursuant to due authorization of the, City of Grand Rapids City Council and its seal to be hereunto affixed and attested by the, City Clerk and Airways Aviation Center has caused this instrument to be executed on its behalf by its President, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

CITY OF GRAND RAPIDS

AIRWAYS AVIATION CENTER

BY: _____
Mayor

BY: _____
It's: President Terry Detjen

BY: _____
City Clerk

Reviewed for Form and Content By:

Chad C. Sterle
Attorney at Law
115 NE 4th Street
Grand Rapids, MN 55744
218-326-9646

Appendix A

Lessee shall pay to Lessor according to the following schedule:

2021-2023 Airways Lease Amounts:

2021

Tract A-No Charge	-
Tract B	390.08
Tract C	2,840.52
Tract D	983.37
Tract E-No Charge	-
Tract F	21,028.82
Tract G	2,346.74
Tract H	696.81
	<hr/>
	28,286.33

2022

Tract A-No Charge	-
Tract B	393.98
Tract C	2,868.92
Tract D	993.20
Tract E-No Charge	-
Tract F	21,239.11
Tract G	2,370.21
Tract H	703.78
	<hr/>
	28,569.20

2023

Tract A-No Charge	-
Tract B	397.92
Tract C	2,897.61
Tract D	1,003.13
Tract E-No Charge	-
Tract F	21,451.50
Tract G	2,393.91
Tract H	710.82
	<hr/>
	28,854.89



Tract A

Tract B

Tract C

Tract E

Tract F

Tract G

Tract D

Tract H

SE 7th St

SE 7th Ave

Inset A

Airways Lease, Exhibit A.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	20-1558	Version:	1	Name:	Consider renewing the updated retainer agreement with Madden Galanter Hansen, LLP from January 1, 2021 through December 31, 2021.
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	12/16/2020	In control:		In control:	City Council
On agenda:	12/21/2020	Final action:			
Title:	Consider renewing the updated retainer agreement with Madden Galanter Hansen, LLP from January 1, 2021 through December 31, 2021.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Consulting Services Contract - City of Grand Rapids (2021)				

Date	Ver.	Action By	Action	Result
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Consider renewing the updated retainer agreement with Madden Galanter Hansen, LLP from January 1, 2021 through December 31, 2021.

Background Information:

Our Retainer Agreement with Madden Galanter Hansen, LLP is through December 31, 2020 and will need to be updated for 2021. We have attached a proposed updated Retainer Agreement for January 1, 2021 through December 31, 2021. It includes their standard \$10 per hour increase in our public sector rates such that labor relations services would be billed at \$180.00 per hour, and arbitration and administrative would be billed at \$190.00 per hour.

Staff Recommendation:

Lynn DeGrio, Director of Human Resources, is recommending renewing the retainer agreement with Madden Galanter Hansen, LLP from January 1, 2021 through December 31, 2021.

Requested City Council Action

Make a motion to renew the updated retainer agreement with Madden Galanter Hansen, LLP from January 1, 2021 through December 31, 2021.

CONSULTING SERVICES CONTRACT

This Agreement, by and between the City of Grand Rapids, hereinafter referred to as “City” and Madden Galanter Hansen, LLP, Attorneys at Law, 7760 France Avenue South, Suite 290, Bloomington, Minnesota 55435-5834, hereinafter referred to as “Consultant.”

RECITALS

WHEREAS, the City is required under the Minnesota Public Employment Labor Relations Act (PELRA) to undertake the negotiations of contracts with employees represented by exclusive representatives (unions); and

WHEREAS, the City has determined that retaining a consultant to assist in its negotiations with the unions best fulfills its obligations with respect to labor negotiations.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements contained within the Contract, the City and the Consultant agree as follows:

A. Scope of Services

1. Representation, with the labor negotiating team, in labor negotiations as chief management negotiator including:
 - a. Analysis of existing contract language and administration problems;
 - b. Preparation of management negotiations strategy;
 - c. Management spokesperson for “at the table” labor negotiations;
 - d. Preparation of management proposals and timely drafting of final labor bargaining agreement and finalization;
 - e. Pre-labor negotiation briefings, settlement summaries and appropriate status reports for the City Board information and action as necessary or as requested.
2. Management representation in grievance matters and counseling with management staff in initial grievance steps. Handling of grievance arbitrations.
3. Representation of the City in unit determination hearings.
4. Labor relations advice and personnel matters and data practices issues with the City on an ongoing basis.

B. Consideration and Terms of Payment

1. Consideration for all services performed shall be as follows:

Providing of labor negotiation services, travel and other labor relation services, other than arbitration, administrative hearing and litigation representation, billed in tenths of an hour at the rate of \$180.00 per hour. Arbitration and administrative hearing representation, if requested by the City, shall be at the rate of \$190.00 per hour. These rates are in effect through December 31, 2021.

2. Consultant will also be reimbursed for expenses, including mileage consistent with the amount set forth by the IRS per mile, photocopying charges at \$.15 per page, charges for facsimile transmissions at the rate of \$.50 per page, and reimbursement of long distance telephone charges.
3. The Consultant will submit invoices on a periodic basis to the City for payment for services performed. Payment shall be made within thirty days after receipt of invoices for services performed.

C. Changes

The City and Consultant may, from time to time, require changes in the terms of this Contract. Any such changes that are mutually agreed to by the parties shall be incorporated as written amendments to this Agreement and attached hereto.

D. Duration

The terms of this Agreement shall be applicable for a period commencing January 1, 2021 through December 31, 2021. The contract may also be terminated by either party after giving thirty days written notice.

E. Independent Contractor

It is agreed by the parties that at all times and for all purposes hereunder, that the Consultant is an independent contractor and not an employee of the City.

F. Insurance

The Consultant agrees it will defend, indemnify and hold harmless the City, its officers and employees against any and all liability, loss, costs, damages and expenses which the City, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts of omission of Consultant and out of Consultant's performance or failure to adequately perform its obligations pursuant to this Agreement.

The Consultant further agrees, in order to protect itself and the City under the indemnity provisions set forth above, the Consultant will maintain at all times general, professional,

and auto liability policies on an occurrence basis. All such policies shall provide limits not less than the tort liability limitations set forth in Minnesota Statutes Section 466.04. If applicable, the Consultant also agrees to maintain Workers Compensation insurance in the statutory amounts. Certificates of insurance showing the coverage listed here shall be during the term of this contract, have and keep in force liability insurance coverage provided to the City prior to the effective date of this contract. All policies shall provide that they shall not be canceled, materially changes, or not renewed without thirty days prior notice thereof to the City. This provision shall act as a condition subsequent; failure to abide by this provision shall be deemed as a substantial breach of contract.

G. Data Practices

The City shall disclose private and/or confidential data to Consultant as necessary for purposes of legal advice and consultation. Consultant agrees to abide by the applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, pertaining to privacy or confidentiality. Consultant understands that all of the data created, collected, received, stored, used, maintained or disseminated by the Consultant in performing those functions that the City would perform as a government entity, is subject to the requirements of Chapter 13 and the Consultant must comply with those requirements as if it were a government entity. This does not create a duty on the part of the Consultant to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.

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

City of Grand Rapids

Dated: _____

By: _____

Its _____

Madden Galanter Hansen, LLP

Dated: _____

By: _____
Susan K. Hansen
Its Partner



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1559 **Version:** 1 **Name:** Consider executing a Memorandum of Understanding (MOU) adding Public Works/Engineering Technician to Article 10 of the Clerical Union Bargaining Agreement.

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

File created: 12/16/2020 **In control:** City Council

On agenda: 12/21/2020 **Final action:**

Title: Consider executing a Memorandum of Understanding (MOU) adding Public Works/Engineering Technician to Article 10 of the Clerical Union Bargaining Agreement.

Sponsors:

Indexes:

Code sections:

Attachments: [Memorandum of Understanding - Shoe Allowance \(Clerical\)](#)

Date	Ver.	Action By	Action	Result
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Consider executing a Memorandum of Understanding (MOU) adding Public Works/Engineering Technician to Article 10 of the Clerical Union Bargaining Agreement.

Background Information:

The Public Works/Engineering Technician was added to the Bargaining Agreement by and between the City of Grand Rapids and the International Union of Operating Engineers Local No. 49 (Clerical Union) effective January 1, 2020. At that time, the Public Works/Engineering Technician had already received a boot allowance as a non-represented employee.

Article 10 of the Contract, Shoe Allowance - Community Service Officer (Police) states the following:

The Community Service Office (Police) shall be entitled to a safety shoe allowance inn the amount of two hundred and fifty dollars (\$250.00) for the purchase of approved footwear. The employee shall wear the approved footwear at all times while in the service of the Employer. Approved footwear shall be determined by the Chief of Police in the Chief's discretion and such determination shall not be subject to the grievance procedure.

The Clerical Union has requested that Article 10 of the Clerical Union Bargaining Agreement be modified through the attached Memorandum of Understanding (MOU). When contract negotiations begin in 2022, we will take this into consideration to add to future contracts.

Staff Recommendation:

Lynn DeGrio, Director of Human Resources, is recommending adding the Public Works/Engineering Technician to Article 10 of the Clerical Bargaining Agreement effective January 1, 2021 through December 31, 2022.

Requested City Council Action

Make a motion to execute the attached Memorandum of Understanding (MOU) effective January 1, 2021 through December 31, 2022.

Memorandum of Understanding

This Memorandum of Understanding is entered into between the City of Grand Rapids (hereinafter, “City”) and International Union of Operating Engineers, Local No. 49 – Clerical Union (hereinafter, “Union”).

WHEREAS, the City and the Union are parties to a collective bargaining agreement in effect from January 1, 2020 to December 31, 2022 (hereinafter, “CBA”);

WHEREAS, the parties wish to add language to the labor agreement regarding the Shoe Allowance covered by the CBA; and

NOW, THEREFORE, the parties agree as follows:

1. The Parties agreed to add the following language to Article 10 – Shoe Allowance – Community Service Officer (Police):

**ARTICLE 10
SHOE ALLOWANCE**

The Community Service Officer (Police) and Engineering Technician (Public Works) shall be entitled to a safety shoe allowance in the amount of two hundred and fifty dollars (\$250.00) for the purchase of approved footwear. The employee shall wear the approved footwear at all times while in the service of the Employer. Approved footwear shall be determined by the Chief of Police in the Chief’s discretion and by the Director of Public Works in the Director’s discretion, respectively, and such determination shall not be subject to the grievance procedure.

2. This MOU is effective from January 1, 2021 through December 31, 2022.

FOR IUOE, Local # 49

FOR THE CITY OF GRAND RAPIDS

_____ Date
Business Agent

_____ Date
City Administrator

_____ Date
Union Steward

_____ Date
Mayor



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1560 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 12/16/2020 **In control:** City Council
On agenda: 12/21/2020 **Final action:**
Title: Consider adopting a resolution approving First Amendment to Contract for Private Development with KTJ 338, LLC (Pillars of Grand Rapids Project)
Sponsors:
Indexes:
Code sections:
Attachments: [Resolution - 1st Amendment to Oppidan CPD](#)
[1st Amendment to Oppidan CPD](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution approving First Amendment to Contract for Private Development with KTJ 338, LLC (Pillars of Grand Rapids Project)

Background Information:

Approximately one year ago, the City Council approved the establishment of Tax Increment Financing District No. 1-12, together with a tax increment financing plan and a Contract for Private Development with KTJ 338, LLC in support of the development of The Pillars of Grand Rapids senior housing project.

The project is under construction and in their final preparations, including additional research of the Grand Rapids senior housing market, KTJ 338 has come to understand that larger, one-bedroom, senior independent living apartments are preferred over studio apartments. Based upon this, KTJ 338 is developing larger but a fewer apartments within the same total building square footage.

Section 1.1 (Definitions) of the Contract for Private Development defines the "Minimum Improvements" to be developed by KTJ 338. The proposed First Amendment to the Contract for Private Development changes the number of units of senior, multi-family rental housing units from 98 to 90. The number of 20 memory care and 1 guest unit remains the same.

Requested City Council Action

Approve a motion adopting a resolution approving First Amendment to Contract for Private Development with KTJ 338, LLC (Pillars of Grand Rapids Project)

CITY OF GRAND RAPIDS, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING FIRST AMENDMENT TO
CONTRACT FOR PRIVATE DEVELOPMENT**

BE IT RESOLVED BY the City Council ("Council") of the City of Grand Rapids, Minnesota (the "City") as follows:

Section 1. Recitals.

1.01. The City has heretofore approved the establishment of its Tax Increment Financing District No. 1-12 (the "TIF District") within its Development Project No. 1 ("Project"), has adopted a tax increment financing plan for the purpose of financing certain improvements within the Project, and has approved that certain Contract for Private Development between the City and KTJ 338, LLC, a Minnesota limited liability company (the "Developer"), dated December 16, 2019 (the "Agreement").

1.02. The parties have negotiated and propose to execute a First Amendment to the Contract for Private Development (the "First Amendment") to change the definition of the Minimum Improvements to mean the development on the Development Property of a four-story building consisting of 90 units of senior, multifamily rental housing, 20 units of memory care, and underground structured parking, for occupancy by low and moderate income seniors.

Section 2. Amendment Approved.

2.01. The City Council approves the First Amendment in substantially the form on file in City Hall, and the Mayor and the City Administrator are hereby authorized and directed to execute and deliver the First Amendment.

2.02. The approval hereby given to the First Amendment includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the City and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. In the event of absence or disability of the officers, any of the documents authorized by this resolution to be executed may be executed without further act or authorization of the Board by any duly designated acting official, or by such other officer or officers of the City as, in the opinion of the City Attorney, may act on their behalf

2.03. Upon execution and delivery of the First Amendment, the officers and employees of the City are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the City to implement the First Amendment.

Adopted this 21st day of December, 2020, by the City Council of the City of Grand Rapids,
Minnesota.

Mayor

ATTEST:

City Clerk

FIRST AMENDMENT TO CONTRACT FOR PRIVATE DEVELOPMENT

THIS FIRST AMENDMENT TO CONTRACT FOR PRIVATE DEVELOPMENT (this “Amendment”) is made and entered into this ____ day of December, 2020 (“Amendment Effective Date”), by and among the CITY OF GRAND RAPIDS, MINNESOTA, a Minnesota municipal corporation (the “City”), and KTJ 338, LLC, a Minnesota limited liability company (the “Developer”).

RECITALS:

A. The City and the Developer are parties to that certain Contract for Private development dated December 16, 2019, filed of record in the office of County Recorder of Itasca County, Minnesota on _____, 2020, as Document No. _____, (the “Contract for Private Development”), pertaining to the Development Property that is legally described on Schedule A, attached thereto and hereto (the “Contract for Private Development”).

B. The parties hereto desire to amend the Contract for Private Development as set forth in this Amendment.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, including the foregoing Recitals which are hereby incorporated into this Amendment and made a part hereof, the parties hereto hereby amend the Contract for Private Development as follows:

1. Amendment to Third Recital. The third recital after the introductory proclamation “WITNESSETH:” is deleted in its entirety and replaced with the following:

“WHEREAS, the Developer proposes to acquire certain property (the ‘Development Property’) in the Project Area and has proposed to develop a four-story building consisting of 90 units of senior, multifamily rental housing, 20 units of memory care, and underground structured parking for persons of low or moderate income in the Project and the TIF District; and”

2. Amendment to Definition of Minimum Improvements. In Section 1.1 of the Contract for Private Development, the definition of “Minimum Improvements” is deleted in its entirety and replaced with the following:

“‘Minimum Improvements’ means the development on the Development Property of a four-story building consisting of 90 units of senior, multifamily rental housing, 20 units of memory care, and underground structured parking, for occupancy by low and moderate income seniors.”

3. Full Force and Effect. The Contract for Private Development, as amended by this Amendment, is in full force and effect.

4. Conflict Provision. This Amendment is intended to amend the provisions of the Contract for Private Development. To the extent that any of the provisions contained herein are inconsistent with the provisions of the Contract for Private Development, the provisions of this Amendment shall control.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be a single instrument.

6. Definitions. Except as otherwise provided in this Amendment, the terms defined in the Contract for Private Development will have the same meaning when used in this Amendment.

7. Effective Date. This Amendment shall be in full force and effect as of the Amendment Effective Date.

8. Confirmation of Agreement. Except as specifically amended by this Amendment, the Contract for Private Development is hereby ratified and confirmed, and remains in full force and effect.

(Remainder of page left intentionally blank. Signature pages follow.)

CITY SIGNATURE PAGE TO
FIRST AMENDMENT TO CONTRACT FOR PRIVATE DEVELOPMENT

IN WITNESS WHEREOF, the City has caused this First Amendment to Contract for Private Development to be duly executed in its name and behalf and its seal to be hereunto duly affixed as of the date first above written.

CITY OF GRAND RAPIDS, MINNESOTA

(SEAL)

By: _____
Its: Mayor

By: _____
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this ___ day of _____, 202__, by Dale Adams, the Mayor of the City of Grand Rapids, Minnesota, on behalf of the City.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this ___ day of _____, 202__, by Tom Pagel, the City Administrator of the City of Grand Rapids, Minnesota, on behalf of the City.

Notary Public

DEVELOPER SIGNATURE PAGE TO
FIRST AMENDMENT TO CONTRACT FOR PRIVATE DEVELOPMENT

IN WITNESS WHEREOF, the Developer has caused this First Amendment to Contract for Private Development to be duly executed in its name and behalf as of the date first above written.

KTJ 338, LLC

By: _____
David Scott, Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by David Scott, the Vice President of KTJ 338, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Oppidan
Attention: David A. Scott, Esq.
400 Water Street, Ste. 200
Excelsior, MN 55331
Phone: 952.294.0353

SCHEDULE A

Development Property

That part of the Northeast Quarter of the Northeast Quarter (NE ¼ of NE ¼), Section Thirty (30), Township Fifty-five (55) North, Range Twenty-five (25) West of the Fourth Principal Meridian, less the South 250 feet of the West 347 feet thereof, according to the United States Government Survey thereof, Itasca County, Minnesota, lying within the following described figure:

BEGINNING at the Northwest Corner of the said NE ¼ of the NE ¼, thence North 88 degrees 42 minutes 05 seconds East, along the north line of the said NE ¼ of the NE ¼, a distance of 695.68 feet; thence South 1 degree 17 minutes 55 seconds East a distance of 664.15 feet; thence South 59 degrees 09 minutes 58 seconds West a distance of 377.00 feet; thence South 57 degrees 10 minutes 33 seconds West a distance of 160.00 feet; thence South 35 degrees 59 minutes 01 second West a distance of 174.63 feet to the north line of the said South 250 feet of the West 347 feet; thence South 88 degrees 54 minutes 03 seconds West, along said north line, a distance of 160.59 feet to the west line of said NE ¼ of the NE ¼, thence North 00 degrees 34 minutes 33 seconds East, along said west line, a distance of 1072.62 feet to the Point of Beginning and there terminating.

To be replatted as Lot 1, Block 1, The Pillars, Grand Rapids, Itasca County, Minnesota.

1601 Golf Course Rd., Grand Rapids, Itasca County, Minnesota.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1565 **Version:** 1 **Name:** HRA Merger
Type: Agenda Item **Status:** Consent Agenda
File created: 12/18/2020 **In control:** City Council
On agenda: 12/21/2020 **Final action:**
Title: Consider adopting a resolution amending Resolution 20-101, authorizing dissolution of Housing & Redevelopment Authority of Grand Rapids upon completion of transfer.

Sponsors:

Indexes:

Code sections:

Attachments: [Resolution of City of Grand Rapids - Approving Transfer Agreement and related matters \(1304515-](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution amending Resolution 20-101, authorizing dissolution of Housing & Redevelopment Authority of Grand Rapids upon completion of transfer.

Background Information:

On December 7, 2020, the City Council adopted Resolution 20-101, authorizing the merger of the Grand Rapids HRA with the Itasca County HRA, dissolving the Grand Rapids HRA. As an exact date cannot be set due to required agencies participating in the transfer, the effective end date should be approved and established by the City Council after the Grand Rapids HRA certifies completion of all necessary tasks to complete transfer.

Staff Recommendation:

Review and adopt resolution.

Requested City Council Action

Make a motion adopting a resolution amending Resolution 20-101, authorizing dissolution of Housing & Redevelopment Authority of Grand Rapids upon completion of transfer.

Councilor _____ introduced the following resolution and moved its adoption:

**CITY OF GRAND RAPIDS
COUNTY OF ITASCA
STATE OF MINNESOTA**

RESOLUTION NO. 20- _____

AMENDED RESOLUTION AUTHORIZING HOUSING AND REDEVELOPMENT AUTHORITY OF GRAND RAPIDS, MINNESOTA EXECUTION OF TRANSFER AGREEMENT AND ALL DOCUMENTS NECESSARY TO COMPLETE MERGER WITH HOUSING AND REDEVELOPMENT AUTHORITY (HRA) OF ITASCA COUNTY, MINNESOTA; APPROVING AND CONFIRMING JURISDICTION OF HOUSING AND REDEVELOPMENT AUTHORITY (HRA) OF ITASCA COUNTY; AND AUTHORIZING DISSOLUTION OF HOUSING AND REDEVELOPMENT AUTHORITY OF GRAND RAPIDS, MINNESOTA UPON COMPLETION OF TRANSFER

BE IT RESOLVED by the City Council (the “Council”) of the City of Grand Rapids, Minnesota (the “City”), as follows:

Section 1. Recitals.

1.01 The City by Resolution No. 20-14, the Housing and Redevelopment Authority of Grand Rapids, Minnesota (the “Grand Rapids HRA”) by Resolution No. 2020-01, and the Housing and Redevelopment Authority (HRA) of Itasca County, Minnesota (the “Authority”) by Resolution 1-20-01 have authorized the preparation for the transfer to the Authority of: (a) the Grand Rapids HRA federally assisted public housing projects identified and known as Project Number MN057000001; (b) all other Grand Rapids HRA housing projects; and (c) all other obligations, assets, liabilities and operations of the Grand Rapids HRA (collectively, the “Transfer”).

1.02 A Transfer Agreement has been prepared to effectuate the Transfer, which will require execution by the Grand Rapids HRA along with other related, necessary documents.

1.03 Completion of the Transfer may require the execution of certain necessary documents by the City.

1.04 The City by Resolution No. 20-64 agreed to permit the Authority to function within its jurisdiction.

1.05 In connection with the Transfer, the City conducted, pursuant to *Minnesota Statutes Section 469.005*, a public hearing on December 7, 2020 and approve and confirm the Authority’s functioning within its jurisdiction.

1.06 The Grand Rapids HRA reports that upon completion of the Transfer, it will have no obligations, assets, liabilities or operations, and accordingly, it desires to cease transacting business and exercising powers and dissolve upon completion of the Transfer.

1.07 The merger committee of the Grand Rapids HRA and the Authority has recommended that the Transfer be effective as soon as practical.

Section 2. Findings.

2.01 The Council hereby finds that the Transfer Agreement on file with the City is necessary to effectuate the Transfer.

2.02 The Council hereby finds that completion of the Transfer may require the execution of certain necessary documents by the City.

2.03 The Council hereby finds that there is a need for the Authority to exercise its powers within the City and that the Authority's functioning within its jurisdiction is acceptable.

2.04 The Council hereby finds that upon completion of the Transfer, the Grand Rapids HRA will have no obligations, assets, liabilities or operations and accordingly, the Grand Rapids HRA must cease transacting business and exercising powers and dissolve upon the completion of the Transfer.

2.05 The Council hereby finds that an efficient Transfer is desirable. However, an exact end date cannot be set as Federal and State Agencies must participate in said Transfer. Thus, the effective end date will be approved and established by the Grand Rapids City Council after the Grand Rapids Housing and Redevelopment Authority certifies that all tasks necessary to this Transfer have been completed.

Section 3. Approval.

3.01 The Council hereby approves the Transfer Agreement on file with the City and authorizes and approves the transactions contemplated by the Transfer Agreement.

3.02 The Council hereby authorizes the Grand Rapids HRA to execute the Transfer Agreement, subject to such changes, omissions and insertions to the Transfer Agreement as are reasonable and necessary.

3.03 The Council hereby authorizes, empowers and directs the Grand Rapids HRA to execute and deliver closing documents, certificates, affidavits and any other documents and instruments in such form and on such terms and conditions as it deems necessary or appropriate in connection with the Transfer Agreement and the Transfer.

3.04 The Council hereby authorizes, empowers and directs the Grand Rapids HRA to do all other acts and things as it deems necessary or desirable in its discretion to effectuate the purposes of the foregoing Resolutions.

3.05 The Council hereby authorizes, empowers and directs the Mayor to execute and deliver any documents and instruments in such form and on such terms and conditions as he deems necessary or appropriate in connection with the Transfer Agreement and the Transfer.

3.06 The Council hereby approves the need for the Authority to exercise its powers within the City and approves and confirms the Authority's functioning within its jurisdiction.

3.07 The Council hereby authorizes, empowers and directs the Grand Rapids HRA to cease transacting business and exercising powers and dissolve upon the completion of the Transfer. This date will be established and become effective by the Grand Rapids City Council at a properly posted and convened City Council Meeting.

3.08 The Council hereby declares its intention that the Transfer be effective as soon as practical.

Adopted this 21st day of December, 2020.

Dale Adams, Mayor

Attest:

Kimberly Gibeau, City Clerk

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

CERTIFICATION

I, Kimberly Gibeau, the duly qualified City Clerk of the City of Grand Rapids, County of Itasca, State of Minnesota, hereby certify that the foregoing is a true and correct copy of Resolution No. 20 - _____ passed by the City Council on the 21st day of December, 2020.

City Clerk

1304515.DOC



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	20-1566	Version:	1	Name:	Consider adopting a resolution accepting a donation of \$150.00 dollars from Jim and Marie Fierek from Togo, Minnesota to the police department.
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	12/18/2020	In control:		In control:	City Council
On agenda:	12/21/2020	Final action:			
Title:	Consider adopting a resolution accepting a donation of \$150.00 dollars from Jim and Marie Fierek from Togo, Minnesota to the police department.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SPD KM C36820121812100 PD J&M Fierek Res				

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution accepting a donation of \$150.00 dollars from Jim and Marie Fierek from Togo, Minnesota to the police department.

Background Information:

The Police Department received a letter in the mail from Jim and Marie Fierek from Togo, Minnesota; along with the letter, they sent a check for \$150.00 dollars. They would like to donate the money to the Police Department for non-budgeted training purposes. They thanked us for our continued service and the need for emergency services is greater and greater.

Staff Recommendation:

Please consider adopting a resolution accepting a donation of \$150.00 dollars from Jim and Marie Fierek for community education purposes in the Police Department.

Requested City Council Action

Make a motion to adopt a resolution accepting a donation of \$150.00 dollars from Jim and Marie Fierek, for community education purposes in the Police Department.

Fierek Family
R. James & James R. Fierek
67997 State Highway 65
Togo, MN 55723
fierekapartments@gmail.com

December 14, 2020

Grand Rapids Police Department
420 North Pokegama Ave.
Grand Rapids, MN 55744

To whom it may concern, Grand Rapids Police Department.

It seems every year that the need for emergency services is greater and greater. We would like to contribute to the Training needs of your organization.

I have enclosed a check for those needs, money not in the budget, but for shortfalls.

Sincerely yours,

James R. Fierek

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

RESOLUTION NO. 20-

A RESOLUTION ACCEPTING A DONATION OF \$150 FROM JIM & MARIE FIEREK
TO THE GRAND RAPIDS POLICE DEPARTMENT TO BE USED TOWARDS
POLICE COMMUNITY EDUCATION

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

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

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

- Jim & Marie Fierek has donated \$150 to the Grand Rapids Police Department be used for police community education.

Adopted this 21st day of December 2020.

Dale C. Adams, 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 #: 20-1569 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 12/18/2020 **In control:** City Council
On agenda: 12/21/2020 **Final action:**
Title: Consider approving 2021 Taxi license for Rapid Taxi, contingent upon receipt of required documentation, fees and satisfactory vehicle inspections.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Consider approving 2021 Taxi license for Rapid Taxi, contingent upon receipt of required documentation, fees and satisfactory vehicle inspections.

Background Information:

Rapid Taxi is required to renew licensing each year. The Grand Rapids Police Department conducts taxi inspections and each vehicle is required to be compliant prior to licensing.

Staff Recommendation:

Recommend approval with contingency.

Requested City Council Action

Make a motion approving 2021 Taxi license for Rapid Taxi, contingent upon receipt of required documentation, fees and satisfactory vehicle inspections.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	20-1568	Version:	1	Name:	Consider approving the Workers Compensation coverage through the League of Minnesota Cities Insurance Trust.
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	12/18/2020	In control:		In control:	City Council
On agenda:	12/21/2020	Final action:		Final action:	
Title:	Consider approving the Workers Compensation coverage through the League of Minnesota Cities Insurance Trust.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Grand Rapids Quote				

Date	Ver.	Action By	Action	Result
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Consider approving the Workers Compensation coverage through the League of Minnesota Cities Insurance Trust.

Background Information:

We have received a quote of \$275,109 for our Workers Compensation coverage through the League of Minnesota Cities Insurance Trust for 2020. This is a \$74,702 price increase from last years' rate.

Each year a rate is set by job classification. The rate changes do not mean that our City's actual premium will necessarily increase or decrease by these exact amounts. The actual premiums are also affected by changes in city expenditures, property values, payroll, and other exposure methods, and also by changes in our experience rating. The League uses our actual claims for the three years preceding the present year (i.e. 2017, 2018, 2019) in figuring experience modification. This rate fluctuates based on claims made in previous years. The experience modification rate changed from .81 last year to .92 this year.

There is not an agent fee, since the Human Resources Director performs the functions of the insurance agent.

This is a budgeted expense in the 2021 budget.

Staff Recommendation:

Human Resources Director Lynn DeGrio is recommending the approval of the Workers Compensation coverage through the League of Minnesota Cities Insurance Trust for the 2021 plan year.

Requested City Council Action

Make a motion approving the Workers Compensation coverage through the League of Minnesota Cities Insurance Trust for the 2021 plan year at the proposed rate of \$275,109 and authorize payment of the premium.

League of Minnesota Cities Insurance Trust
Group Self-Insured Workers' Compensation Plan
 145 University Avenue West St. Paul, MN 55103-2044 Phone (651) 215-4173

Notice of Premium Options for Standard Premiums of \$300,000 - \$500,000

GRAND RAPIDS, CITY OF
 ATTN: HUMAN RESOURCES
 420 N POKEGAMA AVE
 GRAND RAPIDS, MN 55744-2658

Agreement No.: WC 1000945_Q-5
 Agreement Period:
 From: 01/01/2021
 To: 01/01/2022

Enclosed is a quotation for workers' compensation deposit premium. **Note: Renewal Coverage will be bound as per the expiring coverage arrangement, including coverage for elected and appointed officials, with the premium indicated on the quote, unless the member or agent sends a written request not to bind renewal coverage.**

<u>PAYROLL DESCRIPTION</u>	<u>CODE</u>	<u>RATE</u>	<u>ESTIMATED PAYROLL</u>	<u>DEPOSIT PREMIUM</u>
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SEE ATTACHED SCHEDULE FOR DETAILS

	Manual Premium	347,308
	Experience Modification	0.92
	Standard Premium	-27,785
	Standard Premium	319,523
	Deductible Credit	0.00%
	Deductible Credit	0
	Premium Discount	-35,148
	Net Deposit Premium	\$284,375
	Adjustment for Commission*	0
	Total Net Deposit Premium	\$284,375

*Workers compensation rates assume a 2% standard commission. The commission adjustment accounts for the commission difference, above or below 2%.

Agent:
 00456 City Of Grand Rapids
 420 N Pokegama Ave, Attn: City Clerk
 Grand Rapids, MN 55744-2658

Notice of Premium Options for Standard Premiums of \$300,000 - \$500,000 (Con't)

OPTIONS

Please indicate below the premium option you wish to select. You may choose only one option and you cannot change options during the agreement period.

1.	<input type="checkbox"/> Regular Premium Option	Net Deposit Premium	Commission Adjustment	Total Net Deposit Premium
		284,375	0	284,375

2. **Deductible Premium Option**
 Deductible options are available in return for a premium credit applied to your estimated standard Premium of \$ 319,523. The deductible will apply per occurrence to paid medical costs only. There is no aggregate limit.

	Deductible per Occurrence	Premium Credit	Credit Amount	Net Deposit Premium	Commission Adjustment	Total Net Deposit Premium
<input type="checkbox"/>	\$250	1.00%	-3,195	281,180	0	281,180
<input type="checkbox"/>	\$500	1.70%	-5,432	278,943	0	278,943
<input type="checkbox"/>	\$1,000	2.90%	-9,266	275,109	0	275,109
<input type="checkbox"/>	\$2,500	5.00%	-15,976	268,399	0	268,399
<input type="checkbox"/>	\$5,000	7.50%	-23,964	260,411	0	260,411
<input type="checkbox"/>	\$10,000	10.50%	-33,550	250,825	0	250,825
<input type="checkbox"/>	\$25,000	17.00%	-54,319	230,056	0	230,056
<input type="checkbox"/>	\$50,000	22.50%	-71,893	212,482	0	212,482

3. **Retrospective Rates Premium Option**

	Retro-Rated Minimum Factor	Est. Minimum Premium	Retro-Rated Maximum Factor	Est. Maximum Premium
<input type="checkbox"/>	0.337 %	107,679	1.300 %	415,380
<input type="checkbox"/>	0.287 %	91,703	1.500 %	479,284
<input type="checkbox"/>	0.210 %	67,100	2.000 %	639,046

This quotation is for a deposit premium based on your estimate of payroll and selected options. Your final actual premium will be computed after an audit of payroll subsequent to the close of your agreement year and will be subject to revisions in rates, payrolls and experience modification. While you are a member of the LMCIT Workers' Compensation Plan, you will be eligible to participate in dividend distributions from the Trust based upon claims experience and earnings of the Trust.

If you desire the coverage offered above, please return this signed document for the option you have selected.

This quotation should be signed by an authorized representative of the city requesting coverage.

Signature	Title	Date
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**Notice of Premium Options for Standard Premiums of \$300,000 - \$500,000
(Con't)**

CONTINUATION SCHEDULE FOR QUOTATION PAGE

<u>REMUNERATION</u>	<u>RATE</u>	<u>CODE</u>	<u>DESCRIPTION</u>	<u>EST. PREM</u>
0	11.44	5192	PARKING METER READERS	0
585,532	10.41	5506	STREET CONSTRUCTION	60,954
POP 17,058	265.54	7708	FIREFIGHTERS (VOLUNTEER)	45,296
1,903,744	8.26	7720	POLICE	157,249
129,590	4.90	8227	CITY SHOP & YARD	6,350
464,414	0.82	8810	LIBRARY OR MUSEUM-PROF & CLERICAL	3,808
840,742	0.82	8810	CLERICAL OFFICE EMPLOYEES NOC	6,894
61,106	2.99	8831	ANIMAL CONTROL	1,827
200,992	7.76	9015	BUILDINGS-OPER BY OWNER	15,597
13,198	8.90	9016	SKATING RINK OPERATION	1,175
225,124	1.35	9060	CLUB-COUNTRY/GOLF	3,039
246,447	6.31	9102	PARKS	15,551
265,716	3.84	9182	CITY ARENA-OPERATIONS	10,203
125,812	9.99	9220	CEMETERY OPERATION	12,569
956,265	0.70	9410	MUNICIPAL EMPLOYEES	6,694
18,200	0.56	9411	ELECTED OR APPOINTED OFFICIALS	102
Manual Premium				347,308

League of Minnesota Cities Insurance Trust
Group Self-Insured Workers' Compensation Plan
145 University Avenue West St. Paul, MN 55103-2044 Phone (651) 215-4173

DEFINITION OF CITY ENDORSEMENT

It is agreed and understood the "City" named in item 1 of the Information Page is amended to include:

Grand Rapids-Itasca County Airport & EDA



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1567 **Version:** 1 **Name:**
Type: Minutes **Status:** Approved
File created: 12/18/2020 **In control:** City Council
On agenda: 12/21/2020 **Final action:**
Title: Review and acknowledge minutes for Boards & Commissions.
Sponsors:
Indexes:
Code sections:
Attachments: [November 10, 2020 Library Board minutes](#)
[November 17, 2020 Golf Board minutes](#)

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

Library Board Meeting Minutes

City Council Chambers

November 10, 2020 5:00 P.M.

Call to Order

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

Roll Call

Present: Richards, Tabbert

Present via telephone: Jerome, MacDonell, Martin, Zeige

Absent: Kee, Thouin (joined meeting late via telephone with observer status)

Staff present: Will Richter, Library Director; Erik Scott, IT Director

Approval of Agenda

Motion to: approve agenda as presented

Mover: Jerome

Secunder: Richards

Result: approved 6-0 on a roll call vote; ayes: Jerome, MacDonell, Martin, Richards, Tabbert, Zeige

Public Comment

No public comment received.

Minutes – Approval of October Minutes

Motion to: approve October minutes as presented

Mover: Jerome

Secunder: Martin

Result: approved 6-0 on a roll call vote; ayes: Jerome, MacDonell, Martin, Richards, Tabbert, Zeige

Communications

None

Friends & Foundation Updates

Lisa Tabbert, President of the Grand Rapids Area Library Foundation, provided an update on Foundation and Friends activities including:

1. Joint pavilion project zoom meeting late Nov or Dec
2. Foundation receiving donations in honor of Randy McCarty
3. Friends doing a greeting card fundraiser with cards by artist Adam Swanson

Financial Report (Roll Call Vote Required)

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

Mover: Richards

Secunder: Jerome

Result: approved 6-0 on a roll call vote; ayes: Jerome, MacDonell, Martin, Richards, Tabbert, Zeige

Staff Reports

Library Director provided a summary of staff reports highlighting the success of:

1. Story Time
2. Drive up window service
3. Continual adaptations by staff

Old Business

2021 Library Board Applications

Informational – no action taken

New Business

Consent Agenda (Roll Call Vote Required)

Motion to: approve consent agenda that includes approving resolution accepting donations from:

1. Janet W. Coy in memory of Larry Werner – \$50.00 (undesignated)
2. Grand Rapids Area Library Foundation – \$1760.00 (Jan-Mar Story Time)
3. Marie C. Werner in memory of Larry Werner – \$100.00 (undesignated)

Mover: Zeige

Secunder: Martin

Result: approved 6-0 on a roll call vote; ayes: Jerome, MacDonell, Martin, Richards, Tabbert, Zeige

Regular Agenda

1. Randy McCarty Obituary
Informational - no action taken
2. 2021 Legacy Art
Martin and Thouin to help Library Director start the process of allocating \$3000 for public art inside or outside the Library building with an installation date prior to June 30, 2021.

Adjourn

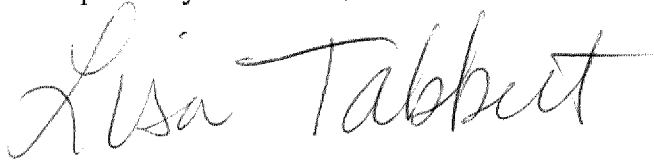
Motion to: adjourn

Mover: Jerome

Secunder: Richards

Result: Meeting adjourned at 5:21pm by unanimous roll call vote; ayes: Jerome, MacDonell, Martin, Richards, Tabbert, Zeige

Respectfully submitted,



Lisa Tabbert

Library Board Secretary

DATE: 11/05/2020
 TIME: 09:19:41
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 11/10/2020

VENDOR #	NAME	AMOUNT DUE

PUBLIC LIBRARY		
0113100	AMAZON.COM	75.34
0118100	ARAMARK UNIFORM & CAREER	44.40
0201428	BAKER & TAYLOR LLC	2,992.97
0212124	BLACKSTONE PUBLISHING	30.95
0401425	DAKOTA SUPPLY GROUP	569.02
0718010	CITY OF GRAND RAPIDS	2,100.00
1015325	JOHNSON CONTROLS FIRE	1,273.60
1415377	NORTHERN BUSINESS PRODUCTS INC	92.03
1605735	PETERSONS LLC	101.73
1815702	ROSEN PUBLISHING	61.12
1901535	SANDSTROM'S INC	38.00
2018680	TRU NORTH ELECTRIC LLC	300.00

TOTAL UNPAID TO BE APPROVED IN THE SUM OF: \$7,679.16

CHECKS ISSUED-PRIOR APPROVAL
 PRIOR APPROVAL

0100053	AT&T MOBILITY	54.47
0718015	GRAND RAPIDS CITY PAYROLL	33,136.32
1301146	MARCO TECHNOLOGIES, LLC	128.65
1309199	MINNESOTA ENERGY RESOURCES	54.49
1309335	MINNESOTA REVENUE	8.83
1405850	NEXTERA COMMUNICATIONS LLC	72.90
1516220	OPERATING ENGINEERS LOCAL #49	12,216.00
1601750	PAUL BUNYAN COMMUNICATIONS	246.64
1621130	P.U.C.	2,576.36
2114750	UNUM LIFE INSURANCE CO OF AMER	18.45
2301700	WM CORPORATE SERVICES, INC	129.61

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$48,642.72

TOTAL ALL DEPARTMENTS \$56,321.88

GRAND RAPIDS GOLF COURSE BOARD
REGULAR MONTHLY MEETING
November 17, 2020
7:30 AM

Present: Rick McDonald, Larry O'Brien, Kelly Kirwin, Brad Gallop, John Bauer

Absent: None

Staff: Bob Cahill Director of Golf
Steve Ross Grounds Superintendent

- I. Brad Gallop called the meeting to order.
- II. John Bauer made a motion to accept the minutes of the October 20, 2020. Rick McDonald seconded the motion. The motion passed.
- III. Consideration of monthly bills: Kelly Kirwin made a motion to approve the bills. Rick McDonald seconded the motion. The motion passed.

AT&T MOBILITY	54.47
CITY OF COHASSET	103.43
DAVIS OIL INC	490.81
GRAND RAPIDS CITY PAYROLL	21,041.96
M & R ENTERPRISES	1,340.00
MINNESOTA REVENUE	4,913.87
MINNESOTA TORO	112.24
NEXTERA COMMUNICATIONS LLC	15.35
NORTHLAND FIRE & SAFETY INC	960.81
OPERATING ENGINEERS LOCAL #49	1,527.00
PAUL BUNYAN COMMUNICATIONS	140.94
P.U.C.	2,741.07
NORTHERN MN WATER COND DBA	9.95
ROSS GOLF COURSE	4,542.86
SEPTIC CHECK	500.00
TDS Metrocom	262.67
UNUM LIFE INSURANCE CO OF AMER	2.05
VISA	434.00
WM CORPORATE SERVICES, INC	321.52
HARRY BONNEY	115.42
TOTAL ALL VENDORS:	39,630.42

IV. Visitors: None

V. Grounds Superintendent: Steve Ross reported. All fairways, approaches, and greens were sprayed. Did a final leaf cleanup and took down a few trees. Brush pile was burned. So far, going into the winter in good shape. Work continues on the sand trap replacement on #7.

VI. Concessions: Bob Cahill reported. Concessionaire will pay \$4,000 in rent and all utilities for 2020.

VII. Director of Golf: Bob Cahill reported. Financials were very good in 2020. Bob discussed the 2021 budget. Larry O'Brien made a motion to approve the 2021 operating budget. Rick McDonald seconded the motion. The motion passed. Rick McDonald made a motion to approve the CIP budget. John Bauer seconded the motion. The motion passed.

VIII. Old Business: None

IX. New Business: None

X. Correspondence and Open Discussion: None.

XI. Adjourn: Rick McDonald made a motion to adjourn the meeting. Brad Gallop seconded the motion. The motion passed.

Respectfully Submitted,

Larry O'Brien
Recording Secretary



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	20-1562	Version:	1	Name:	ICS Civic Center Contracts
Type:	Agenda Item	Status:			Civic Center, Parks & Recreation
File created:	12/18/2020	In control:			City Council
On agenda:	12/21/2020	Final action:			
Title:	Consider entering into an agreement with ICS for Design and Construction Management of the renovation of the IRA Civic Center.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	ICS Civic Center Design ICS GR IRA Civic Center C132-2009 Final 121820 kk				

Date	Ver.	Action By	Action	Result
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Consider entering into an agreement with ICS for Design and Construction Management of the renovation of the IRA Civic Center.

Background Information:

The City has been awarded \$5 million in State Bonding for the renovation of the IRA Civic Center. This includes, but not limited to, the replacement of the truss/roof system, refrigeration, installation of an elevator, and HVAC upgrades for the West Venue. The parking lot and sidewalks will also be upgraded. The design phase of this project will occur from about January of 2021 to November of 2021 with bidding conducted from November of 2021 to February of 2022. Construction will begin April 1, 2022 and be completed by November of 2022. In order to accomplish this it is necessary to enter into a contract with ICS who is currently managing our fire hall project.

Staff Recommendation:

Staff is recommending a motion to approve the attached Design and Construction Management of the renovation of the IRA Civic Center contingent upon the State approving our bond agreement.

Requested City Council Action

A motion to approve the attached Design and Construction Management of the renovation of the IRA Civic Center contingent upon the State approving our bond agreement.



AIA® Document B132™ – 2009

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the Twenty-First day of December in the year Two-Thousand Twenty
(In words, indicate day, month and year.)

BETWEEN ICS's client identified as the Owner:
(Name, legal status, address and other information)

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

and ICS:
(Name, legal status, address and other information)

ICS
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

for the following Project:
(Name, location and detailed description)

IRA Civic Center 2022

The Construction Manager:
(Name, legal status, address and other information)

ICS
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

The Owner and ICS agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ICS'S RESPONSIBILITIES
3	SCOPE OF ICS'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is entered into between Owner and ICS, a professional Owner's Representative and Construction Management firm, and is based on the Initial Information set forth in this Section 1.1, entitled, Initial Information, and Exhibit A to this Agreement, entitled AIA Document C132™ - 2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser whereby ICS will provide Construction Manager services as an advisor to Owner. Exhibit A is expressly incorporated into this Agreement as if fully set forth herein. This Agreement and project is contingent on the execution of the State Bonding Agreement.

§ 1.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

City of Grand Rapids, Minnesota City Council review and approval.

(Paragraphs deleted)

§ 1.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Replacement of West Arena and West Lobby roofs, replacement of ice plant and floor cooling, ADA compliance, parking lot and HVAC.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Total Project Budget = \$10,000,000.00

§ 1.1.4 The Owner's anticipated design and construction schedule:

Conceptual Phasing Overview:

.1 Design Phase: March 2021 – June 2021

.2

(Paragraphs deleted)

Bidding: November 2021 – December 2021

.3

(Paragraphs deleted)

Construction Phase: April 2022 – November 2022

.4 Occupancy: November 1, 2022

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:

(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)

One Contractor

Multiple Prime Contractors

Unknown at time of execution

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

N/A

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address and other information.)

Tom Pagel, City Administrator
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review ICS's submittals to the Owner are as follows:

(List name, address and other information.)

Tom Pagel, City Administrator

§ 1.1.10 The Owner will retain the following consultants:

(List name, legal status, address and other information.)

.1 Construction Manager: The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:

ICS

- .2 Cost Consultant (if in addition to the Construction Manager):**
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.2.6, 3.2.7, 3.3.2, 3.3.3, 3.4.5, 3.4.6, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

N/A

- .3 Land Surveyor:**

N/A

- .4 Geotechnical Engineer:**

- .5 Civil Engineer:**

Short Elliott Hendrickson Inc. SEH
21 N.E. 5th Street
Grand Rapids, MN 55744

- .6 Other consultants:**

(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

§ 1.1.11 ICS identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Jeff Schiltz, ICS Partner
ICS
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

(Paragraphs deleted)

§ 1.1.12 ICS will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:**

Northern Consulting Engineers (NCE)
102 South 21st Avenue W., Suite 1
Duluth, MN 55806

- .2 Mechanical Engineer:**

Obernel Engineering Duluth Office

525 Lake Avenue South, Suite 222
Duluth, MN 55802

.3 Electrical Engineer:

.4 Program Management and Construction Management Services:

.5 Architect:

DSGW Architects
2 West 1st Street, #201
Duluth, MN 55802

.6 Civil Engineer:

Short Elliott Hendrickson Inc.SEH
21 N.E. 5th Street
Grand Rapids, MN 55744

§ 1.1.12.2 Consultants retained under Additional Services:

TBD

§ 1.1.13 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and ICS may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change, and, in that event, the Owner and ICS shall, by appropriate written agreement, appropriately adjust ICS's services, schedule for ICS's services, and ICS's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

(Paragraph deleted)

§ 1.2.1 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any third party against either the Owner or ICS.

§ 1.2.2 ICS and Owner understand and agree that AIA documents shall be used for Owner's contracts with its contractors. ICS shall prepare the construction agreement forms for all appropriate contractors, and the Owner shall execute and procure construction agreements with all appropriate contractors.

§ 1.2.3 The parties understand and agree that ICS does not represent or warrant the quality or acceptability of any previous work performed at the Project site and that ICS shall be entitled to additional compensation arising from unforeseen and/or concealed conditions arising from the previous work.

ARTICLE 2 ICS'S RESPONSIBILITIES

§ 2.1 ICS shall provide professional services as set forth in this Agreement and in Exhibit A. The parties understand and agree that ICS and its sub consultants will provide design, engineering and construction management services for the Project.

§ 2.2 The parties understand and agree that the architect and engineers of record for the Project are sub consultants to ICS and that ICS shall not perform architectural or engineering services for which it is not appropriately licensed.

§ 2.3 ICS shall perform its services consistent with the professional skill and care ordinarily provided by professional engineers practicing in the same or similar locality under the same or similar circumstances. ICS shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. ICS shall, by appropriate written agreement, require all of its sub consultants to assume towards ICS all the obligations and responsibilities which ICS assumes towards Owner under this Agreement with regard to the scope of the Services of the sub consultant.

§ 2.4 ICS shall identify a representative authorized to act on behalf of ICS with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, ICS shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise ICS's professional judgment with respect to this Project.

§ 2.6 ICS shall purchase and maintain such insurance including professional liability insurance as will protect ICS from all claims which may arise from ICS's performance of its services under this Agreement. Prior to commencing the work, ICS shall provide a certificate of insurance to the Owner showing its insurance coverages, and ICS shall maintain such insurance in full force and effect at all times until the Work has been completed, and ICS's certificates for comprehensive general liability coverage and comprehensive automobile coverage will show the Owner as an additional insured, in the following amounts:

COVERAGES	LIMITS OF LIABILITY
Workers' Compensation, including Employer's Liability Insurance	Statutory
Comprehensive General Bodily Injury Liability Insurance, including Contractual	\$1,000,000
Comprehensive General Property Damage Liability Insurance, including Contractual	\$1,000,000 Per Claim \$2,000,000 Aggregate
Comprehensive Automobile Injury Liability Insurance	\$500,000 Per Claim \$500,000 Aggregate
Comprehensive Automobile Property Damage Liability Insurance	\$500,000
Professional Liability Insurance	\$5,000,000 Per Claim \$5,000,000 Aggregate

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ICS'S BASIC SERVICES

§ 3.1 ICS shall provide design services through licensed sub consultants, including customary architectural, structural, mechanical, civil and electrical engineering services, and any other services necessary to produce a complete set of Construction Documents. The parties agree and understand that all other architectural services shall be provided by the architect or engineer of record as a consultant to ICS. It is understood by the Owner and ICS that contracts for such professional services are not subject to competitive bidding requirements. All professionals providing such services whether directly by ICS or under a sub consultant contract with ICS shall be qualified, and where required, properly licensed and/or certified to perform these services. Upon the Owner's request, ICS shall furnish copies of the scope of sub consulting services in the contract between ICS and ICS's sub consultants.

§ 3.1.1 ICS shall manage ICS's professional services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 ICS shall coordinate its services with those services provided by the Owner and the Owner's consultants. ICS shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. ICS shall provide prompt written notice to the Owner if ICS becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, ICS shall submit for the Owner's approval a schedule for the performance of ICS's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project.

Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by ICS or Owner. With the Owner's approval, ICS shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 ICS shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without ICS's written approval.

(Paragraphs deleted)

§ 3.1.5 ICS shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 ICS shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to ICS's services.

§ 3.2.2 ICS shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. ICS shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 Based on the Project requirements, ICS through its sub consultants shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.4 Based on the Owner's approval of the preliminary design, ICS through its sub consultants shall prepare Schematic Design Documents for the Owner's approval consisting of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

(Paragraphs deleted)

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, ICS shall prepare Design Development Documents for the Owner's approval illustrating and describing the development of the approved Schematic Design Documents and consisting of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 ICS shall update the estimate of the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work.

(Paragraph deleted)

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, ICS shall prepare Construction Documents for the Owner's approval. The Construction Documents shall set forth in detail the materials, systems and other requirements for the construction of the Work. The Owner and ICS acknowledge that, in order to properly construct the Work the contractors performing the Work shall provide additional information, including Shop

Drawings, Product Data, Samples and other similar submittals pursuant to their AIA construction agreements with the Owner.

§ 3.4.2 ICS shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, ICS and the architect or engineer of record shall, after consultation with the Owner, be primarily responsible for the development and preparation of (1) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions).

§ 3.4.4 ICS shall update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate for the Cost of the Work.

§ 3.4.5 ICS shall submit the Construction Documents to the Owner for the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

ICS, after consultation with the Owner, shall develop bidders' interest and assist the Owner in establishing a list of prospective bidders or contractors in addition to performing the services provided under this Agreement. Following the Owner's approval of the Construction Documents, ICS shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 ICS shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, ICS shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 ICS shall, if requested by the Owner, assist the Owner in obtaining proposals, where permitted by Minnesota Statutes Sections 123B.52 or 471.345 by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, ICS shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 ICS shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, as amended for the Project. ICS shall revise and issue the General Conditions of the Contract for Construction (AIA Document A232™-2009) for the Project in accordance with this Agreement and consistent with ICS's duties as set forth in this Agreement and in the AIA Document A232™-2009 as amended for the Project.

§ 3.6.1.2 ICS shall advise and consult with the Owner during the Construction Phase Services. ICS shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. ICS shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall ICS be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. ICS shall be responsible for ICS's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, ICS's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date ICS issues the final Certificate for Payment.

§ 3.6.2 Observations of the Work

§ 3.6.2.1 ICS or its sub consultants shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in this Agreement, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, ICS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, ICS shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 ICS shall reject Work that does not conform to the Contract Documents. Whenever ICS considers it necessary or advisable, ICS shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of ICS nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of ICS to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 ICS shall interpret and decide matters concerning performance of the Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. ICS's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of ICS shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, ICS shall endeavor to secure faithful performance by both Owner and Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232™-2009, as amended for the Project. ICS shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect

Init.

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User Notes:

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(Paragraphs deleted)

of record, as a sub consultant to ICS, shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. Certifications for payment shall constitute a representation to the Owner, based on observation of the Work as provided in this Agreement and on the data comprising the Contractor's Application for Payment, that, to the best of the architect of record's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an observation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the architect of record.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the architect of record has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 ICS shall maintain a record of the Applications and Certificates for Payment.

(Paragraph deleted)

§ 3.6.4 Submittals

§ 3.6.4.1 ICS shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. ICS's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in ICS's professional judgment, to permit adequate review.

§ 3.6.4.2 ICS shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. ICS's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. ICS's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(Paragraph deleted)

§ 3.6.4.4 Subject to Section 4.2, ICS shall review and respond to requests for information about the Contract Documents and shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. ICS's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, ICS shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 ICS shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 ICS may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. ICS shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents and shall maintain records relative to changes in the Work.

§ 3.6.5.2 If requested by the Owner as an Additional Service, ICS shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit ICS to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If ICS determines that requested changes in the Work are not materially

different from the requirements of the Contract Documents, ICS may issue an order for a minor change in the Work or recommend to the Owner that the change be denied.

§ 3.6.5.3 If ICS determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, ICS shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, ICS shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of ICS. With the Owner's approval, ICS shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

§ 3.6.6 Project Completion

§ 3.6.6.1 The architect of record, as a sub consultant to ICS shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of ICS's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The architect of record's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, ICS shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 ICS shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, ICS shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services

§ 4.1 The Additional Services listed below are included in ICS's Basic Services if identified as ICS's responsibility. Other additional services may be required for the Project that are not being provided as part of ICS's Basic Services. ICS shall provide the other listed Additional Services (list as Not Provided) in the table below as ICS's responsibility, if mutually agreed upon in writing, and the Owner shall compensate ICS for such Additional Services as provided in this Agreement. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor ICS is designated, the parties agree that the listed Additional Service is not being provided for the Project.

(Paragraph deleted)

Additional Services	Responsibility <i>(ICS, Owner, or not provided)</i>
§ 4.1.1.1 Programming	ICS
§ 4.1.1.2 Multiple preliminary designs (up to 3)	ICS
§ 4.1.1.3 Measured drawings	ICS
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	ICS

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Additional Services	Responsibility (ICS, Owner, or not provided)
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	ICS
§ 4.1.1.9 Landscape design	ICS
§ 4.1.1.10 Interior design	ICS
§ 4.1.1.11 Value analysis	ICS
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	ICS
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	ICS
§ 4.1.1.16 As-constructed record drawings	Contractor
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	ICS
§ 4.1.1.21 Telecommunications/data design	ICS
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	ICS
§ 4.1.1.24 Sustainable Project Services pursuant to Section	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	ICS
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	ICS
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.2 Additional Services may be provided after execution of this Agreement, if mutually agreed upon in writing, without invalidating the Agreement. ICS shall notify the Owner in writing of the need for the Additional Services prior to providing such services. If the Owner deems that all or a part of such Additional Services are not required, the Owner shall give prompt written notice to ICS, and ICS shall have no obligation to provide those services. Except for services required due to the sole fault of ICS, any Additional Services provided in accordance with this Section 4.2 shall entitle ICS to compensation pursuant to this Agreement. If ICS fails to obtain prior written approval for Additional Services, it is not entitled to compensation for said services.

(Paragraphs deleted)

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, ICS shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. ICS shall not proceed to provide the following Additional Services until ICS receives the Owner's written authorization, and shall not be entitled to compensation for said services if prior written authorization is not received:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

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- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where ICS is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than ICS.

§ 4.2.2 To avoid delay in the Construction Phase, ICS shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of ICS's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to ICS of the Owner's determination. The Owner shall compensate ICS for the services provided prior to ICS's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by ICS;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 ICS shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, ICS shall notify the Owner:

- .1 Thirty (30) visits to the site by the design team over the duration of the Project during construction
- .2 Reasonable observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .3 Reasonable observations for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent ICS incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed by March 31, 2023, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the

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Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify ICS. The Owner and ICS shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project:

Tom Pagel, City Administrator
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744

The Owner shall render decisions and approve ICS's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of ICS's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by ICS. Upon ICS's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of ICS in this Agreement, or authorize ICS to furnish them as an Additional Service, when ICS requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner's obligation to furnish legal services does not require the Owner to defend or indemnify ICS from ICS's alleged negligent or wrongful acts.

§ 5.9 The Owner shall provide prompt written notice to ICS if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in ICS's Instruments of Service or any information provided by the Owner. However, failure to provide such notice does not relieve ICS from its obligations under this Agreement.

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§ 5.10 The Owner shall include ICS in all communications with the Contractor that relate to or affect ICS's services or professional responsibilities. The Owner shall promptly notify ICS of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with ICS's sub consultants shall be through ICS.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate ICS's duties and responsibilities set forth in the Contract for Construction with ICS's services set forth in this Agreement. The Owner shall provide ICS a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction and all supplementary general conditions and amendments applicable to the Project.

§ 5.12 The Owner shall provide ICS with right-of-access to the Project site prior to commencement of the Work and accurate information necessary to perform its services under this Agreement, and shall obligate the Contractor to provide ICS access to the Work wherever it is in preparation or progress.

§ 5.13 Within 15 days after receipt of a written request from ICS, the Owner shall furnish the requested information as necessary and relevant for ICS to evaluate, give notice of, or enforce lien rights.

§ 5.14 The Owner warrants that it is financially solvent and possesses sufficient working capital to perform its obligations under this Agreement and under the Contract Documents. ICS may reasonably demand assurance in writing of the Owner's ability to satisfy its obligations under this Agreement, and the Owner's failure to provide such reasonable assurances shall be grounds for termination of this Agreement by ICS.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by ICS and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of ICS; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information and shall be adjusted throughout the Project as required by this Agreement. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by ICS, represent ICS's judgment as a professional engineer. It is recognized, however, that neither ICS nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, ICS cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by ICS.

§ 6.3 In preparing estimates of the Cost of Work, ICS shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. ICS's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, ICS shall provide and be compensated for such an estimate as an Additional Service under this Agreement.

(Paragraph deleted)

§ 6.4 If, through no fault of ICS, the Procurement Phase has not commenced within 90 days after ICS submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time ICS's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, ICS shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the

(Paragraphs deleted)

Work, and the Owner shall cooperate with ICS in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with this Agreement;
- .4 in consultation with ICS, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

(Paragraph deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 ICS and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 ICS and ICS's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of ICS and ICS's consultants.

§ 7.3 ICS grants to the Owner a nonexclusive license to use ICS's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. ICS shall obtain similar nonexclusive licenses from ICS's sub consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If ICS rightfully terminates this Agreement for cause as provided in this Agreement, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases ICS and ICS's sub consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless ICS and its sub consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1.

§ 7.4 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement. Nothing in Article 7 shall be construed to interfere with Owner's obligations under the Minnesota Government Data Practices Act.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

To the extent permitted by law, ICS shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgements arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of ICS, its employees and its consultants in the performance of professional services under this Agreement.

To the extent permitted by law, Owner shall indemnify and hold ICS and the ICS's officers and employees harmless from and against damages, losses and judgements arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of Owner, its employees or representatives in the performance of its obligations under this Agreement.

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§ 8.1.1 The Owner and ICS shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law. The Owner and ICS waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent that insurance is not compromised, and to the extent damages are covered by property insurance, the Owner and ICS waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232™-2009, General Conditions of the Contract for Construction as amended for the Project. The Owner or ICS, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

(Paragraphs deleted)

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of ICS's services, ICS may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and ICS shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise in writing, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Paragraphs deleted)

Litigation in a court of competent jurisdiction in the state of Minnesota. ICS shall also designate litigation in the state of Minnesota as the dispute resolution mechanism for all contracts with subconsultants and no contracts with subconsultants shall contain restrictions on joinder.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to ICS in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at ICS's option, cause for suspension of performance of services under this Agreement. If ICS elects to suspend services, ICS shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, ICS shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay ICS all sums due prior to suspension and any expenses incurred in the interruption and resumption of ICS's services. ICS's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, ICS shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, ICS shall be compensated for expenses incurred in the interruption and resumption of ICS's services. ICS's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the sole fault of ICS, ICS may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to ICS for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or terminates this Agreement through no fault of ICS, or if ICS terminates this Agreement pursuant to Section 9.1, 9.3 or 9.4, the Owner shall compensate ICS for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to ICS's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement pursuant to Section 9.4 or 9.5, or ICS terminates this Agreement pursuant to Section 9.1, 9.3 or 9.4, the Owner shall pay to ICS the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

- .1 Termination Fee: 25% of total unbilled fees

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the state of Minnesota.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232™-2009, General Conditions of the Contract for Construction as amended for the Project.

§ 10.3 The Owner and ICS, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor ICS shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to ICS by the Owner prior to the assignment.

§ 10.4 If the Owner requests ICS to execute certificates, the proposed language of such certificates shall be submitted to ICS for review at least 14 days prior to the requested dates of execution. If the Owner requests ICS to execute consents reasonably required to facilitate assignment to a lender, ICS shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to ICS for review at least 14 days prior to execution. ICS shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or ICS.

§ 10.6 Unless otherwise required in this Agreement, ICS shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 ICS shall have the right to include photographic or artistic representations of the design of the Project among ICS's promotional and professional materials. ICS shall be given reasonable access to the completed Project to make such representations. However, ICS's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised ICS in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for ICS in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

Init.

§ 10.8 To the extent permitted by law, if ICS or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 ICS and the Owner each acknowledge that they have reviewed and familiarized themselves with this Agreement, including Exhibit A and all attachments, and agree to be bound by the terms and conditions contained therein.

§ 10.11 ICS and the Owner specifically understand and agree that at all times pertinent to this Agreement ICS and ICS's sub consultants shall be independent professionals and shall not be considered employees of the Owner.

§ 10.12 Where the Construction Manager is prevented from completing any part of its services under this Agreement due to delay beyond the control of ICS, the time to allow ICS to perform its services will be extended in an amount equal to the time lost due to such delay. Delays beyond the control of ICS shall include, but are not limited to, acts or neglect by the Contractor, subcontractors, the Owner, utility owners or other contractors performing other work on the Project, strikes, labor disputes, fires, unavoidable delay in deliveries, unavoidable casualties, floods, epidemics, pandemics, disease, abnormal weather conditions, acts of God, or other causes beyond the control of ICS. ICS's fees for the affected services and the time schedules impacted by the delay shall be equitably adjusted.

ARTICLE 11 COMPENSATION

§ 11.1 The Owner shall compensate ICS on a Lump-Sum basis for all Design Services (Architectural, Mechanical/Electrical/Plumbing/Structural Engineering), Program and Construction Management Services in relation to the execution of the IRA Civic Center 2022.

Design and Professional Fees: \$850,000.00
Preconstruction Services: \$22,281.00
Construction Phase Site Services: \$280,167.00
Reimbursables: \$18,972.00
General Conditions: \$275,000.00
Construction Management: \$300,000.00
Fixed Cost: \$1,746,420.00

and reimbursable
expenses

~~§ 11.2 The following reimbursable expenses are included in the compensation for ICS professional services:~~

- ~~.1 Fees paid for securing approval of authorities having jurisdiction over the Project;~~
- ~~.2 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- ~~.3 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;~~
- ~~.4 ICS Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by ICS consultants;~~
- ~~.5 All taxes levied on professional services and on reimbursable expenses;~~

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- .6 Professional services of consultants other than architecture, mechanical/electrical/civil and structural.
- .7 All site related services including site superintendent, general superintendent, trailer, office supplies and equipment, etc.
- .8 Transportation and authorized out-of-town travel and subsistence;
- .9 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .10 Printing, reproductions, plots, standard form documents;
- .11 Postage, handling and delivery;

The detailed Reimbursable Budget will be finalized after Schematic Design is completed.

§ 11.2.1 For Reimbursable Expenses, the compensation shall be the out of pocket expenses incurred by ICS and ICS's consultants plus an administrative fee of Zero percent (0%) of the expenses incurred.

§ 11.3 General Conditions are in addition to the compensation for ICS professional services under Article 3 and include expenses incurred by ICS and ICS's sub consultants directly related to the Project, as follows:

- .1 All site related contracted services including temporary sanitation, temporary utilities, construction cleaning/waste management, testing, fencing/security, temporary enclosures, snow plowing, temporary roads, winter conditions.

§ 11.3.1 For General Conditions, the compensation shall be out of pocket expenses incurred by ICS and ICS's consultants plus an administrative fee of five percent (5%) of the expenses incurred.

§ 11.4 For Additional Services that may arise during the Course of the Project, including those under Section 4.2, the Owner shall compensate ICS at the rates set forth in Section 11.7. Compensation for Additional Services of ICS's sub consultants when not included in Section 11.2 shall be the amount invoiced to ICS.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Financing Secured	Ten	percent (10	%)
Schematic Design and Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Forty	percent (40	%)
Bidding/Procurement Phase	Five	percent (5	%)
Construction Phase	Twenty-Five	percent (25	%)
Total Basic Compensation	one hundred	percent (100	%)

(Paragraph deleted)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. ICS shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly fixed billing rates for services of ICS and ICS's consultants are set forth below. The rates shall be adjusted in accordance with ICS and ICS's consultants' normal review practices.

Init.

Personnel Description	Rate/Hour
Construction Executive	\$260.00
Project Director	\$180.00
Project Manager (PM1,2,3 – Blended Rate)	\$150.00
General Superintendent	\$150.00
Site Superintendent	\$130.00
Project Engineer	\$90.00
Clerical/Accounting	\$85.00
Design Team – Architects, engineers, consultants	Based on firm's current rate structure

Flat Rates for Reimbursable Items	Rate/Monthly or Weekly
Site Trailer	\$600.00 per month
Office Supplies & Equipment	\$300.00 per month
Phones/Internet/Technology	\$225.00 per month
Superintendent Truck	\$500.00 per week
Superintendent Lodging/Meals	Expenses actually incurred in an amount not to exceed \$1,000.00 per week

If the Site Superintendent is local, the lodging/meals will not be billed.

(Paragraphs deleted)

§ 11.9 ICS's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits ICS normally maintains, the Owner shall pay ICS for the additional costs incurred by ICS for the additional coverages as set forth below:

(Insert the additional coverages ICS is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse ICS.)

NA

§ 11.10 Payments to ICS

§ 11.10.1 Initial Payments

§ 11.10.2

(Paragraphs deleted)

Progress Payments

(Paragraphs deleted)

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of ICS's invoice. Amounts unpaid 30 (thirty) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of ICS.

The rate provided in Minn. Stat. 549.09, subd. 1(c)(1)(i), not to exceed 8%.

§ 11.10.2.2 The Owner shall not withhold amounts from ICS's compensation to impose a penalty or liquidated damages on ICS, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless ICS agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times. Reimbursable and General Conditions expenses will be estimated during schematic design, design development and construction document phase.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and ICS and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and ICS.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B132™-2009, Standard Form Agreement Between Owner and ICS including Exhibit A, AIA Document C132™-2009, Standard Form of Agreement Between Owner and ICS where ICS Provides Construction Manager Services as an Adviser to the Owner.
- .2 Exhibit B – COVID-19 Addendum.

OWNER (Signature)

Mr. Tom Pagel
City of Grand Rapids Administrator

(Printed name and title)

ICS (Signature)

Mr. Jeff Schiltz,
ICS Partner

(Printed name and title)

OWNER (Signature)

Mr. Dale Adams
City of Grand Rapids Mayor

(Table deleted)(Paragraphs deleted)

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 **AIA[®] Document C132™ – 2009****Standard Form of Agreement Between Owner and Construction Manager as Adviser**

AGREEMENT made as of the Twenty-First day of December in the year Two Thousand Twenty
(In words, indicate day, month and year.)

BETWEEN ICS's client identified as the Owner:
(Name, legal status, address and other information)

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

and ICS Consulting, Inc. (ICS):
(Name, legal status, address and other information)

ICS (ICS)
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

for the following Project:
(Name, location and detailed description)

IRA Civic Center 2022

The Construction Manager:
(Name, legal status, address and other information)

ICS (ICS)
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

The Owner and ICS agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. ^AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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2	ICS'S RESPONSIBILITIES
3	SCOPE OF ICS'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
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10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

City of Grand Rapids, Minnesota City Council review and approval.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Replacement of West Arena and West lobby roofs, replacement of ice plant and floor cooling, ADA compliance, parking lot and HVAC.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Total Project Budget = \$10,000,000.00

§ 1.1.4 The Owner's anticipated design and construction schedule:

(Paragraph deleted)

.1 Design Phase: March 2021 – June 2021

(Paragraphs deleted)

.2 Bidding: November 2021 – December 2021

Init.

(Paragraph deleted)

.3 Construction Phase: April 1, 2022 – November 1, 2022

(Paragraphs deleted)

.4 Occupancy: November 1, 2022

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)

Multiple Prime Contractors

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

N/A

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

Tom Pagel, City Administrator
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other information.)

Tom Pagel, City Administrator

§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:
(List name, legal status, address and other information.)

.1 Land Surveyor:

N/A

.2 Geotechnical Engineer:

.3 Civil Engineer:

Init.

Short Elliott Hendrickson Inc. (SEH)
21 N.E. 5th Street
Grand Rapids, MN 55744

- 4** Other:
(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)

Program Manager: ICS (ICS)

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Mr. Jeff Schiltz, ICS Partner
ICS (ICS)
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

In development

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

- .1** Cost Estimator:
(List name, legal status, address and other information.)

ICS

Other consultants: N/A

§ 1.1.14 The Construction Manager's consultants retained under Additional Services:

TBD

§ 1.1.15 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall, by appropriate written agreement, appropriately adjust the schedules, the Construction Manager's services and the Construction Manager's compensation.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

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§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by skilled and experienced construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care, and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition as modified. ICS as Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.5 Except with the Owner’s knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager’s judgment with respect to this Project.

§ 2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

COVERAGES	LIMITS OF LIABILITY
Workers’ Compensation, including Employer’s Liability Insurance	Statutory
Comprehensive General Bodily Injury Liability Insurance, including Contractual	\$1,000,000
Comprehensive General Property Damage Liability Insurance, including Contractual	\$1,000,000 Per Claim \$2,000,000 Aggregate
Comprehensive Automobile Injury Liability Insurance	\$500,000 Per Claim \$500,000 Aggregate
Comprehensive Automobile Property Damage Liability Insurance	\$500,000
Professional Liability Insurance	\$5,000,000 Per Claim \$5,000,000 Aggregate

(Paragraphs deleted)

§ 2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will name the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER’S BASIC SERVICES

§ 3.1 Definition

The Construction Manager’s Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner’s program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner’s program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors’

Init.

scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Manager shall periodically update the information over the course of the Project.

§ 3.2.4 Based on preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.6 The Construction Manager shall prepare and periodically update the Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.

§ 3.2.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

§ 3.2.8 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

§ 3.2.9 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.10 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.11 The Construction Manager shall divide the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 3.2.13 The Construction Manager shall coordinate the ordering and delivery of materials, including those that must be ordered in advance of construction.

Init.

§ 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 3.2.15 The Construction Manager shall determine the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to assist in impacting the adverse effects of labor shortages.

§ 3.2.16 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.

§ 3.2.17 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.18 The Construction Manager shall submit the list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules "in accordance with Minnesota Statutes, Sections 123B.52 and 471.345, Municipal Public Bidding Acts ("Public Bidding").". The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

§ 3.2.21 The Construction Manager shall prepare Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors. The Owner will review and approve contracts consistent with the Owner's approval process.

§ 3.2.22 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.2 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified. If the Owner and Contractor modify AIA Document A232-2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents.

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§ 3.3.5 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Multiple Prime Contractors.

§ 3.3.7 Utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

§ 3.3.8 The Construction Manager shall assist the Owner in scheduling all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. If the Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

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§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

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§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

§ 3.3.20 The Construction Manager shall keep a log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.20.1 The Construction Manager shall record the progress of the Project. On a regular basis, or otherwise as agreed to by the Owner, the Construction Manager shall update the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Multiple Prime Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports; and
- .11 Any other items the Owner may require:

TBD

§ 3.3.20.2 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its updates:

- .1 Contractor's work force report;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

TBD

§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

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§ 3.3.22 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.23 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.24 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 3.3.26 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 3.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 3.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, Contractor and Multiple Prime Contractors. Consent shall not be unreasonably withheld.

§ 3.3.29 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.4 of the AIA Document B132-2009 Agreement executed between Owner and ICS dated December 21, 2020. ICS will be compensated for commissioning in a lump sum as provided in Section 11.1 of the parties' AIA Document B132-2009 agreement and not as an Additional Service.

(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

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Services	Responsibility <i>(Construction Manager, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Measured drawings	ICS	IRA Civic Center 2022
§ 4.1.2 Architectural interior design	ICS	IRA Civic Center 2022
§ 4.1.3 Tenant-related services	Not provided	
§ 4.1.4 Commissioning	ICS	IRA Civic Center 2022
§ 4.1.5 LEED® certification (B214™-2012)	Not provided	
§ 4.1.6 Furniture, furnishings, and equipment design	ICS	IRA Civic Center 2022

§ 4.2 Insert a description of each Additional Service designated in Section 4.1, if not further described in an exhibit attached to this document.

N/A

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization, and if written authorization is not received prior to the provision of such services, the Construction Manager shall not be entitled to compensation for said services:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;
- .3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .4 Preparation for, and attendance at public presentations, meetings or hearings;
- .5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;
- .7 Assistance to the Initial Decision Maker, if other than the Architect; or
- .8 Service as the Initial Decision Maker.

§ 4.3.2 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and (i) the Owner shall compensate the Construction Manager for those services performed prior to the Construction Manager's receipt of the Owner's written notice; and (ii) the Owner shall have no further obligation to compensate the Construction Manager for those services and the Construction Manager shall have no further obligation to the Owner to perform those services:

- .1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.
- .2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.
- .3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

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§ 4.3.3 If the services covered by this Agreement have not been completed by March 31, 2023, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless otherwise required by this Agreement to be provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by this Agreement to be provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. Nothing herein shall be deemed to create an obligation for the Owner to defend or indemnify the Construction Manager for its alleged wrongful or negligent acts or omissions.

§ 5.11 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services. Failure of the Owner to provide said notice shall not relieve the Construction Manager of its obligations under this Agreement.

§ 5.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement.

§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.3 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the

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Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. This Section is subject to the Owner's obligations to maintain and publicly produce data as outlined in the Minnesota Government Data Practices Act.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent that insurance is not compromised, and to the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 To the extent permitted by law, the Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement.

To the extent permitted by law, Owner shall indemnify and hold the Construction Manager and the Construction Manager's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of Owner, its employees or representatives in the performance of its obligations under this Agreement.

(Paragraph deleted)

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American

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Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction in the state of Minnesota. The Construction Manager shall also designate litigation in the state of Minnesota as the dispute resolution mechanism for all contracts with subconsultants and no contracts with subconsultants shall contain restrictions on joinder.

Other: *(Specify)*

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 Termination or suspension by either party will be governed by the standards outline in Article 9 in AIA Document B132™–2009 executed between Owner and ICS and dated December 21, 2020.

(Paragraphs deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2009, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project.

§ 10.8 Subject to any applicable requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, if Owner or the Construction Manager receive information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such

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information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

The lump sum payment outlined in Section 11.1 of the AIA Document B132™-2009 executed between Owner and ICS Consulting, Inc. and dated December 21, 2020 will provide compensation for the Basic Services outlined in Article 3 of this Agreement.

Construction Manager will be compensated for any Additional Services provided pursuant to this Agreement, including the Additional Services described in Section 4.1 above, pursuant to Section 11.4 of the AIA Document B132™-2009 executed between Owner and ICS Consulting, Inc. and dated December 21, 2020, except that commissioning provided by ICS will be paid as provided in Section 11.1 of the parties' AIA Document B132-2009 agreement and not as an Additional Service.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C132™-2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser – as modified.
- .2 AIA Document

(Paragraphs deleted)

B132™-2009, Standard Form of Agreement Between Owner and ICS, Construction Manager as Adviser Edition

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

Mr. Tom Pagel,
City of Grand Rapids Administrator

(Printed name and title)

ICS (Signature)

Mr. Jeff Schiltz,
ICS Partner

(Printed name and title)

OWNER (Signature)

Mr. Dale Adams,
City of Grand Rapids Mayor

Init.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1563 **Version:** 1 **Name:** Solberg Contract
Type: Agenda Item **Status:** Civic Center, Parks & Recreation
File created: 12/18/2020 **In control:** City Council
On agenda: 12/21/2020 **Final action:**
Title: Consider entering into an agreement with Loren Solberg for lobby services in calendar year 2021.
Sponsors:
Indexes:
Code sections:
Attachments: [12-21-2020 Solberg Contract](#)

Date	Ver.	Action By	Action	Result
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Consider entering into an agreement with Loren Solberg for lobby services in calendar year 2021.

Background Information:

The City has utilized Loren Solberg for several years assisting with securing legislation that benefits the City. Loren played a critical role in securing \$5 million in State Bonds for the IRA Civic Center. Looking towards the 2021 legislative session there are additional key legislative priorities for the City. These include, but are not limited to, Local Sales & Use Tax authorization to fund the City's share of the IRA Civic Center, Sales tax exemption on construction material for the IRA Civic Center, along with any legislative priorities that assist the County and City of Cohasset related to the Clay Boswell power plant.

Staff Recommendation:

Staff is recommending the attached agreement with Loren Solberg to provide lobbying services.

Requested City Council Action

A motion to enter into an agreement with Loren Solberg for lobby services in calendar year 2021.

Loren Solberg Consulting, LLC

**32314 Prairie Lake Lane
Grand Rapids, MN 55744**

This agreement is made and entered into between the City of Grand Rapids hereafter referred to as the “City” and Loren Solberg Consulting, LLC, hereafter referred to as “Consultant”.

Whereas, the City desires purchased, professional, services to assist with State Government Relations and lobbying activities with the legislature and other administrative related matters;

And Whereas, Loren Solberg is a registered lobbyist with the State of Minnesota;

Therefore, the parties agree to contract for professional lobbying services which include representing the City’s interests as designated by the City during a period of January 1, 2021 to December 31, 2021 as follows:

GENERAL SERVICES

- 1) Provide professional lobbying services for the City at the legislature for the period of time identified in this contract.
- 2) Assist the City and City staff in development of legislative priorities and strategies as authorized by the City Council.
- 3) Coordinate, monitor, attend and/or testify as needed before relevant legislative committees or arrange for appropriate elected, appointed, city staff, or community people to testify as deemed necessary on legislation that may impact the City.
- 4) The Consultant shall work cooperatively with staff and other professional lobbyists of City affiliated associations when not in conflict with the Consultant’s other clients or the legislative goals or parameters established by the City.
- 5) To coordinate informational tours or meetings which will promote the policies or interests of the City.
- 6) Facilitate requested meetings with local legislators.

- 7) Report periodically as requested by the City on activities either in person, by phone, or in writing to the City Council or their designated representative.
- 8) Meet as requested with the City Council, the city administrator, or appropriate City personnel.
- 9) Notify the City regarding any potential conflict of interest while representing other clients. Notification shall be to the City Contact Agent. For the purpose of this contract the Agent is the City Administrator.

The Consultant shall furnish qualified personnel to perform the services as required. It is agreed that Loren A. Solberg shall assume primary responsibility for delivering professional services as required by this contract.

Consultant shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein

The parties mutually recognize the need to coordinate activities and information associated with legislative initiatives and administrative policies. Therefore, Consultant shall abide by policy, direction and specific assignments as directed by the City through the City Administrator or designated representatives, as long as directive is not in conflict with state law or rule. Failure to do so may be grounds for immediately termination of this Agreement.

INDEPENDENT CONTRACTOR

At all times and for all purposes hereunder, Consultant shall be an independent contractor and is not an employee of the City for any purpose. No statement contained in this Agreement shall be construed so as to find Consultant to be an employee of the City, and Consultant shall not be entitled to any rights, privileges, or benefits of employees of the City, including, but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

Consultant acknowledges and agrees that no withholding or deduction for State and Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Consultant and that it is Consultant's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

SUBCONTRACTING, ASSIGNMENT AND INDEMINIFICATION

Consultant shall not assign any interest in this Agreement and shall not transfer any interest in same, whether by subcontracting, assignment or notation, without the prior written consent of the City.

This provision is not intended to create any cause of action in favor of any third party against Consultant or the City or to enlarge in any way Consultant's liability, but is solely to provide for indemnification of the City from liability for damages or injuries to third persons or property arising from Consultant or Consultants' agents' performance hereunder.

COMPLIANCE WITH NON-DISCRIMINATION LAWS AND DISCLOSURE OF DATA

Consultant agrees to maintain and protect data on individuals received, or which Consultant has access, according to the statutory provisions applicable to the data. No private or confidential data developed, maintained or received by Consultant under this Agreement may be released to the public by Consultant or its employees or representative. City shall prominently mark all data shared with Consultant with the data's classification under the Minnesota Government Data Practices Act.

The Consultant agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability or age. When required by law and requested by the City, Consultant shall furnish a written affirmation plan.

The Consultant further agrees to comply with all federal, state and local laws or ordinances and all applicable rules, regulations and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Consultant's performance of the provisions of this Agreement. It shall be the obligation of the Consultant to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

PROFESSIONAL LIABILITY INSURANCE

Consultant shall obtain a valid policy of insurance covering professional liability, arising from the acts of omission of Consultant, its agent and employees. If requested by City, Consultant shall provide proof of insurance.

COMPENSATION

In consideration of Consultant's services to be performed pursuant to this Agreement, the City agrees to make payment to Consultant as follows: Not to exceed reimbursable expenses, including Liability Insurance, of up to \$5,000.00, and a monthly retainer of \$1,600.00. Approved expenses include but are not limited to mileage when traveling outside of Itasca County at the approved federal rate, parking, approved meals and approved lodging when outside the county while providing consulting and lobbying services. Consultant is responsible for all expenses related to necessary supplies, equipment, communication costs, incidental office expenses, taxes and FICA.

Consultant shall provide an invoice to the City on a monthly basis, which includes a written statement of services provided. City agrees to pay pursuant to said invoice within thirty (30) days of receipt and approval. The City reserves the right to deny payment if sufficient information is not provided.

TERMINATION

This contract may be terminated by either party at any time, with or without cause, upon thirty (30) days written notice delivered by mail or in person to the other party, unless termination is by the City for failure to follow policy or direction, in which case termination may be immediate and may be verbal.

MODIFICATIONS/ADDENDA

This Agreement may be modified by mutual consent and be valid when modifications are in writing and signed by authorized representatives of City and Consultant.

NOTICE/COMMUNICATIONS

All notices and demands pursuant to this Agreement shall be directed in writing to:

Consultant

Loren A. Solberg
2114 SW 3rd Ave.
Grand Rapids, MN 55744

City of Grand Rapids

City of Grand Rapids
Attn; Tom Pagel, Administrator
420 Pokegama Ave.
Grand Rapids, MN 55744

City of Grand Rapids:


By: _____ Date: _____

Name: _____

By: _____ Date: _____

Name: _____

Consultant:

 _____ Date: 12/4/2020

Printed Name: Loren Solberg Consultant, LLC



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1564 **Version:** 1 **Name:** 2021 Local Sales Tax Request
Type: Agenda Item **Status:** Civic Center, Parks & Recreation
File created: 12/18/2020 **In control:** City Council
On agenda: 12/21/2020 **Final action:**
Title: Consider a resolution requesting authorization from the State to impose a local sales & use tax to cover the City's portion of the IRA Civic Center renovation.

Sponsors:

Indexes:

Code sections:

Attachments: [2021 Resolution Requesting LSUT from Legislature](#)

Date	Ver.	Action By	Action	Result
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Consider a resolution requesting authorization from the State to impose a local sales & use tax to cover the City's portion of the IRA Civic Center renovation.

Background Information:

In order for the City to impose a local sales and use tax there are two approval steps. The first step is getting approval from the State legislature. The second step is conducting a referendum asking our residents for approval. The attached resolution is the first step in asking the State to consider authorization.

Staff Recommendation:

City staff is recommending a resolution requesting authorization from the State to impose a local sales & use tax to cover the City's portion of the IRA Civic Center renovation.

Requested City Council Action

A motion requesting authorization from the State to impose a local sales & use tax to cover the City's portion of the IRA Civic Center renovation.

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

RESOLUTION NO. 20-__

A RESOLUTION REQUESTING AUTHORIZATION FROM THE STATE TO IMPOSE A LOCAL SALES AND USE TAX IN THE CITY OF GRAND RAPIDS

WHEREAS, the City of Grand Rapids has an emergency need to replace the structurally deficient roof, refrigeration, ADA improvements, HVAC systems, and associated appurtenances, at the IRA Civic Center, and

WHEREAS, the City is requesting authorization from the State of Minnesota to impose a Local Sales and Use Tax of up to 1% for up to fifteen years or \$5,980,000 dollars, whichever comes first, to fund the local share of the project cost; and

WHEREAS, there is only one project, located at the IRA Civic Center in Grand Rapids, MN, which includes the replacement of the structurally deficient roof, refrigeration, HVAC systems, ADA improvements, and associated appurtenances; and

WHEREAS, the University of Minnesota, in preparing the 2011 Retail Trade Analysis Grand Rapids & Itasca County, has estimated that 55% of the Local Sales Generated would be from Non-Residents of Grand Rapids; and

WHEREAS, the ISD 318, a major tenant of the IRA Civic Center, conducting over 36 events per year, has an enrollment of 60.2% students who are not residents of the City of Grand Rapids; and

WHEREAS, the Grand Rapids Amateur Hockey Association, another major tenant of the facility, has 64.7% of members who are not residents of the City of Grand Rapids; and

WHEREAS, the IRA Civic Center serves as a county-wide Emergency Shelter, a temporary Fire Hall, a polling facility for multiple precincts, and could be utilized as a staging area/headquarters for 100 to 150 State Agency employees during emergency safety events; and

WHEREAS, the IRA Civic Center host non-profit regional events like Minnesota Assistance Council for Veterans, Itasca County Community Connect, Itasca County Sherriff's Department – Lifted Trucks, Car Seat Safety Training, MS Walk, and Children's Mental Health 5k, without a rental fee; and

WHEREAS, the University of Minnesota, in 2018 prepared an Economic Impact study for the IRA Civic Center. It identified those traveling more than 50 miles to utilize the facility for trade shows, performances, and other regional events, generate over \$3.3 million in Gross Output, supports 48 full and part-time jobs, and \$1.7 million in Value Added; and

NOW, THEREFORE, BE IT RESOLVED, IN ACCORDANCE WITH M.S. 297A.99 LOCAL SALES TAXES, BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA:

1. The City Council hereby requests that the State authorize a Local Sales and Use Tax of up to one percent (1%); and
2. The revenue from the local sales and use tax will be used for the IRA Civic Center in Grand Rapids, MN, which includes the replacement of the structurally deficient roof, refrigeration, HVAC systems, ADA improvements, and associated appurtenances; and
3. The IRA Civic Center is regionally significant, with utilization by over 60% of non-City of Grand Rapids residents; and

4. The amount of local sales and use tax revenue utilized for the IRA Civic Center would not exceed \$5,980,000 or up to six years, whichever comes first; and
5. The IRA Civic Center is the only project requested for a local sales and use tax.

Adopted by the Council this 21st day of December, 2020.

Dale Adams, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1556 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Fire
File created: 12/15/2020 **In control:** City Council
On agenda: 12/21/2020 **Final action:**
Title: Consider purchase of a new Rosenbauer Fire Engine to replace engine 116.
Sponsors:
Indexes:
Code sections:
Attachments: [GRAND RAPIDS 2021 ENGINE CONTRACT FS12-19 PROPOSAL \(002\)](#)
[9-11-20 Truck Quote](#)
[Grand Rapids Truck Equip pt 1 91620](#)
[Grand Rapids Truck Equip pt 2 91620](#)

Date	Ver.	Action By	Action	Result
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Consider purchase of a new Rosenbauer Fire Engine to replace engine 116.

Background Information:

The Fire Department needs to replace our existing #116 Engine. The existing fire engine #116 is a 1997 Pierce Pumper and is currently 23 years old. This truck was only originally designed to be a 20 year truck. Upon our annual fleet inspection, engine #116 was found to have significant structural damage to the frame rails as well as the support tubes that hold the water tank. The truck committee explored all avenues of repair and replacement and it was determined based on the very high cost to repair that replacement was the best option. The truck committee has put together a truck spec based on the current and future needs of the department.

The proposed price of the Fire Engine from the vendor does not include loose equipment required by either NFPA or OSHA standards such as hose, adapters, nozzles and appliances, fans, etc. The truck committee has determined that purchasing the required loose equipment items from multiple vendors is a more cost effective method than having the truck manufacturer solely provide these items for us; therefore, the committee is recommending that the loose equipment be purchased from the following vendors: M.E.S., E.R.S, and Grand Forks Fire Equipment for a total price of \$8891.88. Sales tax is not applicable for these items.

The Truck Committee is proposing that we purchase the Rosenbauer Heavy Duty EXT Top Mount Pumper and Pumper Body with a Rosenbauer Commander Custom Cab and Chassis from Rosenbauer at a cost of \$707,835 and approve the full chassis progress payment upon its completion of \$291,060 which is included in the total amount of \$707,835 through the HGAC purchasing format.

Staff Recommendation:

Approve the purchase of a new Rosenbauer Fire Engine from Rosenbauer Minnesota LLC and associated loose equipment and allow the fire department to start advertising the sale of existing engine #116.

Requested City Council Action

Make a motion allowing for the purchase of a new Rosenbauer Heavy Duty EXT Top Mount Pumper and Pumper Body with a Rosenbauer Commander Custom Cab and Chassis and approve the full chassis progress payment upon its completion of \$291,060 which is included in the total amount of \$707,835, and allow for the purchase of the required

loose equipment for \$8,891.88 from the aforementioned vendors for a total project cost of \$716,726.88, plus any applicable shipping and allow the fire department to start advertising the sale of existing engine #116.



To: City of Grand Rapids
420 North Pokegama Ave
Grand Rapids, MN 55744
Ref: HGAC Contract FS12-19

Date: 12-15-20

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the City of Grand Rapids, MN, hereinafter called the BUYER and an officer of Rosenbauer Minnesota LLC, Wyoming MN a division subsidiary of Rosenbauer America, hereinafter called the COMPANY, the following apparatus and equipment:

Rosenbauer Heavy Duty EXT Top Mount Pumper Body	\$416,775.00
Rosenbauer Commander Custom Cab and Chassis	<u>\$291,060.00</u> **
TOTAL ...	\$707,835.00**

Seven Hundred Seven Thousand Eight Hundred Thirty Five Dollars and 00/100.

All of which are to be built in accordance with the specifications and drawing attached which are made a part of this agreement and contract. **Total contract price includes required HGAC inter-local agreement fee. No other taxes or fees apply.**

****Chassis portion progress payment noted above will be due upon its completion (approx.7 months) or \$11,642.00 in finance charges will be added to the final price/invoice.**

Delivery: The estimated completion time for the completed apparatus, is to be made by 365 calendar days after receipt of and approval of this contract duly executed. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. The Company can not be held responsible for delays due to Acts of God, Labor Strikes, or Changes in Governmental Regulations that result in delayed delivery to our manufacturing facilities of these specified materials. This delivery estimate is based on the Company receiving complete and accurate paperwork from the Buyer and that no major changes take place during pre-construction, mid point inspections or final inspections. Changes required or requested by the Buyer after the completed pre-construction process will be cause for a notification of an increase in the number of days required to build said apparatus.

Payment Terms: Final payment for the apparatus shall be made at time of final inspection and pick up of the completed vehicle. It is the responsibility of the Buyer to have full payment ready when the apparatus is complete and ready to pick up. If payment is delayed or delivery is delayed pending payment, a daily finance and storage fee may apply. Upon pick up of the apparatus by the Buyer, Buyer agrees to provide all liability and physical damage insurance. It is further agreed that if on delivery and test, any defects should develop, the Company shall be given reasonable time to correct same.

The amount in this proposal shall remain firm for 15 days.

Respectfully submitted,

BUYER

We accept the above Proposal and enter into contract with signature below.

CITY OF GRAND RAPIDS, MN

_____ Title _____

_____ Date

After company receipt of this document signed by the Buyer, the document will be reviewed and upon approval, countersigned by the Company putting the document in force.

ROSENBAUER MINNESOTA LLC.

_____ Title _____

_____ Date



124 East First Street
Deer Creek, IL 61733

Quote

Date 09/03/2020
 Quote # QT1399500
 Expires 10/03/2020
 Sales Rep Sarff, Anthony
 PO #
 Shipping Method FedEx Ground

Bill To
 GRAND RAPIDS FIRE DEPT.
 420 NORTH POKEGAMA AVENUE
 GRAND RAPIDS MN 55744
 United States

Ship To
 Rob Rima
 GRAND RAPIDS FIRE DEPT.
 836 N.E. 2nd Ave
 Grand Rapids MN 55744
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
910-1820			Tempest VS-1 battery-driven blower w/ 1-Battery, 1-Charger, & 1-Shoulder Carrying Strap	1	4,201.95	4,201.95
75711			Stinger LED with 120V AC	4	96.71	386.84
75904			SAFETY WAND, STINGER, YEL	4	4.41	17.64
75713			Stinger LED with 120V AC/DC - 2 Holders	2	109.27	218.54

Subtotal 4,824.97
Shipping Cost (FedEx Ground) 0.00
Total \$4,824.97

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1399500



Quotation

TO Grand Rapids Fire Department
Attn: Rob

Salesperson	Job	Date
Dennis	Truck Equipment	09/16/20

Qty	Description	Unit Price	Line Total
4	Streamlight Stinger Flashlight with Charger #75711	\$104.00	\$416.00
4	Colored Wand Tips for the Stinger Flashlight (choose color)	\$4.85	\$19.40
1	CKT-SP6M-R-Y Powerflare with Red LED, Cone Adapters, Yellow Shell Bag and Spare Batterys 6 Light Kit with Magnets	\$550.00	\$550.00
1	Tempest VS-1 Battery Fan 900-1820 with Battery and Charger	\$4475.00	\$4475.00
2	1.5 Male Mounting Plate	\$13.75	\$27.50
1	5" Storz Mount Plate	\$32.10	\$32.10

Thank you for your business!
Dennis Bittmann, Grand Forks Fire Equipment
218-791-1821



Quotation

TO Grand Rapids Fire Department
Attn: Rob

Salesperson	Job	Date
Dennis	Truck Equipment	09/16/20

Qty	Description	Unit Price	Line Total
12	1.75 x 50 with NH Ends Key Combat Ready Fire Hose 600' Total	\$256.00	\$3072.00
4	2.5 x 50 with NH Ends Key Combat Ready Fire Hose 200' Total	\$331.00	\$1324.00
6	3" x 50' with NH ends Eco 10 Fire Hose 300" Total	\$222.00	\$1332.00
4	3" x 50' Pro Flow LDH with NH Ends 200' Total	\$253.00	\$1012.00

Thank you for your business!
Dennis Bittmann, Grand Forks Fire Equipment
218-791-1821