



# CITY OF GRAND RAPIDS

## Meeting Agenda Full Detail City Council

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Monday, November 9, 2020

5:00 PM

City Hall Council Chambers

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**CALL TO ORDER:** Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on November 9, 2020 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL

### PRESENTATIONS/PROCLAMATIONS

20-1453 National Homelessness & Hunger Awareness

**Attachments:** [Hunger & Homelessness Proclamation](#)

### MEETING PROTOCOL POLICY

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

### PUBLIC FORUM

### COUNCIL REPORTS

### APPROVAL OF MINUTES

20-1444 Consider approving Council minutes for Monday, October 26, 2020 Regular meeting.

**Attachments:** [October 26, 2020 Regular Meeting](#)

### VERIFIED CLAIMS

20-1449 Consider approving the verified claims for the period October 20, 2020 to November 2, 2020 in the total amount of \$1,071,965.83.

**Attachments:** [City Council Bill List 11-09-2020.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.     20-1446     Consider approval of a Lease Agreement and Maintenance Agreement with Marco Technologies LLC for a HP DesignJet T 1600 large format plotter.  
**Attachments:**   Plotter Lease Agreement  
                          Plotter Maintenance Agreement
  
2.     20-1454     Consider approving the continuation of general liability insurance through the League of Minnesota Cities Insurance Trust for calendar year 2021.
  
3.     20-1455     Consider waiving the statutory liability to the extent of the coverage purchased.
  
4.     20-1456     Consider a letter of support against the release of Audie Fox, Inmate.  
**Attachments:**   Lawson - Ltr of Support
  
5.     20-1458     Authorize City staff to hire Police Reserves to staff the IRA Civic Center for COVID-19 compliance.

#### **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.*

#### **DEPARTMENT HEAD REPORT**

6.     20-1452     Library - Will Richter

#### **ADJOURNMENT**

*NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 23, 2020, 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*



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 IT'S IN MINNESOTA'S NATURE

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 20-1453      **Version:** 1      **Name:** Hunger & Homelessness Proclamation  
**Type:** Agenda Item      **Status:** PRESENTATIONS/PROCLAMATIONS  
**File created:** 11/5/2020      **In control:** City Council  
**On agenda:** 11/9/2020      **Final action:**  
**Title:** National Homelessness & Hunger Awareness  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Hunger & Homelessness Proclamation](#)

Date	Ver.	Action By	Action	Result
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National Homelessness & Hunger Awareness

# *PROCLAMATION*

## **NATIONAL HUNGER AND HOMELESSNESS AWARENESS MONTH**

WHEREAS: the National Coalition for the Homeless and National Student Campaign Against Hunger and Homelessness are sponsors of and have set November 15-22, 2020 as National Hunger and Homelessness Awareness Week; and

WHEREAS: the purpose of the proclamation is to educate the public about the many reasons people are hungry and homeless including the shortage of affordable housing in Itasca County for very low income residents; and to encourage support for homeless assistance service providers as well as community service opportunities for students and school service organizations; and

WHEREAS: the intent of National Hunger and Homelessness Awareness Month is consistent with local organizations who are committed to sheltering, providing supportive services as well as meals, basic needs and supplies to the homeless include: Kootasca Community Action, AEOA, Grace House, Northland Counseling Center, Salvation Army, Itasca County Veterans Services, Leech Lake Band of Ojibwe and other Housing issues Advisory Committee members; and

WHEREAS: the Grand Rapids City Council recognizes that hunger and homelessness continues to be a serious problem for many individuals and families in Grand Rapids; and

WHEREAS: people experiencing unsheltered homelessness (those sleeping outside or in places not meant for human habitation) may be at risk for infection when there is community spread of COVID-19. Lack of housing contributes to poor physical and mental health outcomes, and connections to permanent housing for people experiencing homelessness should continue to be a priority.

NOW THEREFORE , BE IT RESOLVED that the City Council of the City of Grand Rapids hereby proclaims the month of November 2020 as National Hunger and Homelessness Awareness Month and November 15 - 22 as the City of Grand Rapids Hunger and Homelessness Awareness Week.

BE IT FURTHER RESOLVED that I, Mayor Dale Adams and the City Council of the City of Grand Rapids encourage all citizens to recognize that many people do not have housing and need support from citizens, and private/public non-profit service entities.

IN WITNESS WHEREOF, I have hereto subscribed my name and the seal of the City of Grand Rapids, Minnesota, this 9<sup>th</sup> day of November, Two thousand and twenty.

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Dale Adams, Mayor  
City of Grand Rapids

## **Itasca County Housing Issues Advisory Committee**

**A collaboration of service providers to assist individual and families with housing issues in Itasca County**

October 28, 2020

Mayor Dale Adams  
City of Grand Rapids  
420 N Pokegama Ave  
Grand Rapids, MN 55744

Dear Mayor Dale Adams:

I have enclosed a copy of a proclamation adopted by the Itasca County Board of Commissioners at their October 27<sup>th</sup> board meeting designating November 2020 as National Homeless and Hunger Awareness Month in Itasca County and November 15 – 22, 2020 as Homeless and Hunger Week.

We are asking your city to support this proclamation and at your next city council meeting acknowledge the proclamation and share it with the residents of your city.

The One Night Without a Home (ONWAH) group is a sub-committee of the Housing Issues Advisory Committee (HIAC) with members representing all agencies in Itasca County involved with Homeless and Housing issues.

This year we will not have any ONWAH events as in the past, due to the COVID 19 pandemic. In past years, ONWAH events have provided funding to the Homeless Prevention Fund (HPF).

Your support of this proclamation and any help you can provide in your community to raise awareness of homelessness and housing issues in general is greatly appreciated. Every day in Itasca County we have friends and relatives who are experiencing homelessness or having difficulty finding safe, temporary, secure permanent housing.

The Homeless Prevention Fund is administered by GRACE House and is dedicated to assist individuals and families who are experiencing homelessness or in need of support to secure housing.

For more information or if you have questions, please call Jessyca or Ron at GRACE House-326-2790.

Sincerely,

One Night Without a Home Committee



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# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 20-1444      **Version:** 1      **Name:** Council Minutes  
**Type:** Agenda Item      **Status:** Approval of Minutes  
**File created:** 10/29/2020      **In control:** City Council  
**On agenda:** 11/9/2020      **Final action:**  
**Title:** Consider approving Council minutes for Monday, October 26, 2020 Regular meeting.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [October 26, 2020 Regular Meeting](#)

Date	Ver.	Action By	Action	Result
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Consider approving Council minutes for Monday, October 26, 2020 Regular meeting.



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council

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Monday, October 26, 2020

5:00 PM

City Hall Council Chambers

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

**CALL TO ORDER:** Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, October 26, 2020 at 5:00 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:

*Lynn DeGrio, Chad Sterle, Erik Scott, Matt Wegwerth, Rob Mattei, Steve Schaar, Barb Baird*

### MEETING PROTOCOL POLICY

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

*None.*

### COUNCIL REPORTS

*Councilor Blake addresses mask use in the community.*

### APPROVAL OF MINUTES

Consider approving Council minutes for Monday, October 12, 2020 regular meeting and Thursday, October 15, 2020 special 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 October 6, 2020 to October 19, 2020 in the total amount of \$946,968.36.

**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 the adoption of a resolution accepting a \$858,276 grant from The Coronavirus Relief Fund (CRF) for expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19).  
**Adopted Resolution 20-95 by consent roll call**
  
2. Consider adopting a resolution to accept \$24,431.35 in grants from the Itasca County Coronavirus Relief Fund (CRF) for expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19).  
**Adopted Resolution 20-96 by consent roll call**
  
3. Consider approving the purchase of easements related to CP 2015-3, Hwy 2 West Trail.  
**Approved by consent roll call**
  
4. Consider classification change for Maintenance (Civic Center) positions.  
**Approved by consent roll call**
  
5. Consider renewal for Long Term Disability and Voluntary Life Insurance coverage through Lincoln Financial Group.  
**Approved by consent roll call**
  
6. Consider the 2021 renewal of group life insurance.  
**Approved by consent roll call**



7. Consider allowing the Police Department to solicit bids for two (2) 2021 Ford Police Interceptor Utility SUV's to replace a 2009 Dodge Charger and a 2007 Chevrolet Impala and one (1) 2021 Jeep Grand Cherokee to replace a 2005 Jeep Grand Cherokee.
- Approved by consent roll call**
8. Consider authorizing the IT Department to donate some retired audio/visual equipment to the Ponti-Peterson VFW Post 1720.
- Approved by consent roll call**
9. Consider authorizing the Fire Department to apply for a turnout gear washer/extractor grant from the Minnesota State Fire Marshal Division.
- Approved by consent roll call**
10. Consider authorizing staff to solicit proposals for City Engineering Assistance Services for 2021 through 2025.
- Approved by consent roll call**
11. Consider amending the 2020-2021 Public Works part-time winter maintenance season employee list.
- Approved by consent roll call**
12. Consider approving liquor licenses for 2021, contingent upon receipt of all required fees and documentation.
- Approved by consent roll call**
13. Consider approving additional election judges to serve at the General Election on November 3, 2020.
- Approved by consent roll call**
14. Consider authorizing the Police Department to sell a used 2011 Dodge Charger Police Squad Car and a used 2012 Dodge Durango Police Squad Car to Arrowhead Regional Law Enforcement Training/Hibbing Community College for \$10,927.00.
- Approved by consent roll call**
15. Consider entering into Occupational Development Center, Inc.'s Transitional Work Program Contract Agreement for the 2020-2021 Winter Snow Removal Season.
- Approved by consent roll call**
16. Consider the adoption of a resolution accepting a \$250,000 grant from Minnesota IRRR Development Infrastructure Grant Program for work associated with the Minnesota Diversified Industries Expansion Project and authorize the Mayor to execute the Grant Agreement.
- Adopted Resolution 20-97 by consent roll call**

- 17. Consider the adoption of a resolution accepting a \$230,000 grant from the Minnesota Department of Iron Range Resources and Rehabilitation (IRRR) Community Infrastructure Grant Program for the Grand Rapids Public Utilities Commission Solar Array and Energy Storage Project and authorize the Mayor to execute the Grant Agreement.

**Adopted Resolution 20-98 by consent roll call**

- 18. Consider rehiring Joseph Rabbers as part-time Hospital Security Officer effective immediately.

**Approved by consent roll call**

**Approval of the Consent Agenda**

**A motion was made by Councilor Michelle Toven, second by Councilor Tasha Connelly, 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 Rick Blake, second by Councilor Dale Christy, to approve the Regular agenda as amended with the addition of item 20a. 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**

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

**Acknowledge Boards and Commissions**

**ENGINEERING\PUBLIC WORKS**

- 20. Consider approving a proposal from O'Day Equipment, LLC for fuel sensor equipment at the GPZ airport and authorize payment.

*100% by Cares Grant*

**A motion was made by Councilor Rick Blake, second by Councilor Michelle Toven, approving the purchase of fuel sensor equipment at the GPZ airport from O'Day Equipment LLC and authorize payment. The motion carried by the**

following vote.

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

**CIVIC CENTER, PARKS & RECREATION**

20a.

Consider authorizing the purchase of a new controller for the Readerboard shared by the City of Grand Rapids, ISD #318, and the Reif Center.

*Ms. DeGrio presents background of readerboard and issues with controller. Cost will be shared equally between the City, Reif Center and School District 318.*

**A motion was made by Councilor Dale Christy, second by Councilor Rick Blake, to approve the purchase of a new controller for the Grand Rapids readerboard. 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**

**A motion was made by Councilor Tasha Connelly, second by Councilor Michelle Toven, to adjourn the meeting at 5:15 PM. The motion carried by the following vote.**

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

*Respectfully submitted:*

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 20-1449      **Version:** 1      **Name:** VERIFIED CLAIMS  
**Type:** Agenda Item      **Status:** Verified Claims  
**File created:** 11/5/2020      **In control:** City Council  
**On agenda:** 11/9/2020      **Final action:**  
**Title:** Consider approving the verified claims for the period October 20, 2020 to November 2, 2020 in the total amount of \$1,071,965.83.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [City Council Bill List 11-09-2020.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period October 20, 2020 to November 2, 2020 in the total amount of \$1,071,965.83.

**Requested City Council Action**

Make a motion approving the verified claims for the period October 20, 2020 to November 2, 2020 in the total amount of \$1,071,965.83.

DATE: 11/05/2020  
 TIME: 08:04:12  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 11/09/2020

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
CITY WIDE		
0405500	DEMCO INC	2,491.24
1500600	OPG-3 INC	14,721.00
1915248	SHI INTERNATIONAL CORP	1,513.00
TOTAL CITY WIDE		18,725.24
ADMINISTRATION		
1215630	LOREN SOLBERG CONSULTING, LLC	1,600.00
1301020	MADDEN GALANTER HANSEN	740.93
TOTAL ADMINISTRATION		2,340.93
BUILDING MAINTENANCE-CITY HALL		
0315455	COLE HARDWARE INC	47.22
1200500	L&M SUPPLY	13.99
1201683	LARSON ELEVATOR COMPANY	255.00
1601753	PAULS LOCKS AND KEYS LLC	117.50
1801555	RAPID PEST CONTROL INC	66.00
1901535	SANDSTROM'S INC	215.26
TOTAL BUILDING MAINTENANCE-CITY HALL		714.97
COMMUNITY DEVELOPMENT		
1105530	KENNEDY & GRAVEN	1,024.00
TOTAL COMMUNITY DEVELOPMENT		1,024.00
FINANCE		
1415377	NORTHERN BUSINESS PRODUCTS INC	19.59
1721360	QUILL CORPORATION	76.75
TOTAL FINANCE		96.34
FIRE		
0701650	GARTNER REFRIGERATION CO	495.73
1915248	SHI INTERNATIONAL CORP	2,364.06
TOTAL FIRE		2,859.79
INFORMATION TECHNOLOGY		

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 11/09/2020

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
INFORMATION TECHNOLOGY		
0301420	CALIFORNIA DIGEST TECHNOLOGY	338.00
	TOTAL INFORMATION TECHNOLOGY	338.00
PUBLIC WORKS		
0100046	ASV HOLDINGS INC	786.42
0121721	AUTO VALUE - GRAND RAPIDS	479.03
0221650	BURGGRAF'S ACE HARDWARE	48.79
0301685	CARQUEST AUTO PARTS	361.89
0315455	COLE HARDWARE INC	187.38
0401420	DAKOTA FLUID POWER, INC	208.78
0514802	ENVIROTECH SERVICES INC	5,333.24
0601690	FASTENAL COMPANY	159.06
0801825	HAWKINSON CONSTRUCTION CO INC	50,857.04
0801836	HAWKINSON SAND & GRAVEL	2,416.99
0914200	INDUSTRIAL LUBRICANT COMPANY	115.50
1301015	MACQUEEN EQUIPMENT INC	6,662.83
1800140	RC RENTALS LLC	210.00
1920240	CHAD B STERLE	250.00
2305453	WESCO RECEIVABLES CORP	13,920.00
	TOTAL PUBLIC WORKS	81,996.95
FLEET MAINTENANCE		
0103325	ACHESON TIRE INC	35.00
0301685	CARQUEST AUTO PARTS	77.18
1415484	NORTHERN LIGHTS TRUCK	355.48
	TOTAL FLEET MAINTENANCE	467.66
POLICE		
0205725	BETZ EXTINGUISHER COMPANY	245.00
0301685	CARQUEST AUTO PARTS	612.45
0315455	COLE HARDWARE INC	23.97
0409501	JOHN P. DIMICH	4,583.33
1920233	STREICHER'S INC	509.97
	TOTAL POLICE	5,974.72
CENTRAL SCHOOL		
0218745	ASHLEY BRUBAKER	305.04

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 11/09/2020

VENDOR #	NAME	AMOUNT DUE
-----		
CENTRAL SCHOOL		
0718010	CITY OF GRAND RAPIDS	4,500.00
1801555	RAPID PEST CONTROL INC	63.25
	TOTAL	4,868.29
AIRPORT		
0102525	ABNER SALES	5,400.00
0221650	BURGGRAF'S ACE HARDWARE	66.90
0301685	CARQUEST AUTO PARTS	227.78
0315455	COLE HARDWARE INC	33.25
0518366	ERICKSON'S ITASCA LUMBER INC	2,056.00
0801836	HAWKINSON SAND & GRAVEL	31.25
1303039	MCCOY CONSTRUCTION & FORESTRY	936.74
1801610	RAPIDS PLUMBING & HEATING INC	7,635.00
2209421	VIKING ELECTRIC SUPPLY INC	167.07
	TOTAL	16,553.99
CIVIC CENTER		
GENERAL ADMINISTRATION		
0221650	BURGGRAF'S ACE HARDWARE	149.89
0315495	COMMERCIAL REFRIGERATION	3,324.40
1800655	R & R SPECIALTIES INC	9,942.45
1801610	RAPIDS PLUMBING & HEATING INC	532.00
	TOTAL GENERAL ADMINISTRATION	13,948.74
STATE HAZ-MAT RESPONSE TEAM		
0312109	CLAFTON SALES - CLAFTON SKATE	2,240.00
0601690	FASTENAL COMPANY	130.96
1321527	MUNICIPAL EMERGENCY SERVICES	959.35
	TOTAL	3,330.31
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE	11.95
1200500	L&M SUPPLY	74.19
1900225	SEH	544.00
	TOTAL	630.14

DATE: 11/05/2020  
 TIME: 08:04:12  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 11/09/2020

VENDOR #	NAME	AMOUNT DUE
-----		
DOMESTIC ANIMAL CONTROL FAC		
0118100	ARAMARK UNIFORM & CAREER	30.00
TOTAL		30.00
PARK ACQUISITION & DEVELOPMENT		
PARK IMPROVEMENTS		
0601343	FAIR-PLAY SCOREBOARDS	21,669.04
TOTAL PARK IMPROVEMENTS		21,669.04
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-FIRE DEPT		
0601690	FASTENAL COMPANY	227.00
1815700	ROSENBAUER MINNESOTA LLC	425,064.00
TOTAL CAPITAL OUTLAY-FIRE DEPT		425,291.00
CAPITAL OUTLAY-POLICE		
0512355	ELITE TINTING & GRAPHICS	975.00
TOTAL CAPITAL OUTLAY-POLICE		975.00
2020 INFRASTRUCTURE BONDS		
2019 STREET IMP PROJECT		
0301705	CASPER CONSTRUCTION INC	18,113.57
TOTAL 2019 STREET IMP PROJECT		18,113.57
2021 INFRASTRUCTURE BONDS		
CP2020/FD-1 NEW FIRE HALL		
2000522	TNT CONSTRUCTION GROUP, LLC	145,067.66
TOTAL CP2020/FD-1 NEW FIRE HALL		145,067.66
2015-3 HIGHWAY 2 WEST TRAIL		
2000522	TNT CONSTRUCTION GROUP, LLC	1,377.50
TOTAL 2015-3 HIGHWAY 2 WEST TRAIL		1,377.50



DATE: 11/05/2020  
 TIME: 08:04:12  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 11/09/2020

VENDOR #	NAME	AMOUNT DUE
-----		
STORM WATER UTILITY		
0119205	ASDCO CONSTRUCTION SUPPLY	2,418.00
0221650	BURGGRAF'S ACE HARDWARE	199.98
0301685	CARQUEST AUTO PARTS	55.14
0801825	HAWKINSON CONSTRUCTION CO INC	3,963.38
0801836	HAWKINSON SAND & GRAVEL	435.25
1621125	PUBLIC UTILITIES COMMISSION	2,200.00
2018560	TROUT ENTERPRISES INC	1,850.00
2300763	WW THOMPSON CONCRETE PRODUCTS	85.87
	TOTAL	11,207.62
	TOTAL UNPAID TO BE ALLOWED IN THE SUM OF:	\$777,601.46
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0104095	DALE ADAMS	69.00
0113105	AMAZON CAPITAL SERVICES	459.97
0301705	CASPER CONSTRUCTION INC	3,500.00
0305530	CENTURYLINK QC	58.91
0309670	CIRRUS SYSTEMS, INC	2,014.20
0405200	CITY OF DEER RIVER	300.30
0718015	GRAND RAPIDS CITY PAYROLL	246,296.59
0900060	ICTV	18,354.48
1015342	SCOTT JOHNSON	662.80
1105225	CITY OF KEEWATIN	316.28
1201402	LAKE COUNTRY POWER	44.04
1309199	MINNESOTA ENERGY RESOURCES	1,107.91
1309332	MN STATE RETIREMENT SYSTEM	1,084.26
1309338	MN STATE TREAS/BLDG INSPECTOR	4,160.62
1401705	CITY OF NASHWAUK	1,394.44
1503200	ODAY EQUIPMENT LLC	2,809.82
1601305	THOMAS J. PAGEL	1,023.09
1601750	PAUL BUNYAN COMMUNICATIONS	464.00
1621130	P.U.C.	9,516.19
2000100	TASC	30.60
2000490	TDS Metrocom	577.12
2114360	UNITED PARCEL SERVICE	14.61
2205637	VERIZON WIRELESS	35.01
T001261	WILLIAM KIRKPATRICK	70.13
	TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:	\$294,364.37
	TOTAL ALL DEPARTMENTS	\$1,071,965.83



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1446      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/2/2020      **In control:** City Council  
**On agenda:** 11/9/2020      **Final action:**  
**Title:** Consider approval of a Lease Agreement and Maintenance Agreement with Marco Technologies LLC for a HP DesignJet T 1600 large format plotter.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Plotter Lease Agreement](#)  
[Plotter Maintenance Agreement](#)

Date	Ver.	Action By	Action	Result
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Consider approval of a Lease Agreement and Maintenance Agreement with Marco Technologies LLC for a HP DesignJet T 1600 large format plotter.

**Background Information:**

After attempts to repair the existing large format plotter in the Community Development Office had failed and it was concluded additional attempts would expend more than value of the equipment, Marco Technologies LLC provided a proposal for a replacement. The attached 60 month Lease Agreement is for a HP DesignJet T 1600 large format plotter. The monthly expense for the lease is \$100.65. Separately attached is a 60 month Maintenance Agreement that covers Marco service, travel time, HP parts as well as inks, paper and print heads.

The combined monthly lease and maintenance payment will be funded under the Community Development Department budget.

**Requested City Council Action**

Pass a motion approving a Lease Agreement and Maintenance Agreement with Marco Technologies LLC for a HP DesignJet T 1600 large format plotter.



Lease Agreement

APPLICATION NO.

AGREEMENT NO.

Straight Lease

Phone: 800.892.8548 | Fax: 800.847.3087

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to Marco Technologies LLC.

CUSTOMER INFORMATION

FULL LEGAL NAME, STREET ADDRESS, CITY OF GRAND RAPIDS, 420 N POLEGAMA AVE, CITY, STATE, ZIP, PHONE, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, EQUIPMENT LOCATION

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES, SERIAL NUMBER, 1 HP DESIGNJET T1600 - [420 N POLEGAMA AVE, GRAND RAPIDS, MN 55744]

FREQUENCY OF MINIMUM PAYMENT

Please Check One: [x] Monthly [ ] Quarterly [ ] Semi-Annually [ ] Annually (If no box is checked, frequency will be Monthly)

TERM AND PAYMENT INFORMATION

60 Payments\* of \$ \$100.65 If you are exempt from sales tax, attach your certificate \*plus applicable taxes

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option.

[ ] Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment. [x] Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Marco Technologies LLC LESSOR SIGNATURE TITLE DATED

PRIVACY AND INFORMATION SECURITY

You acknowledge that the Equipment you have received may be equipped with a hard drive that may store personal and confidential information ("PCI") and you understand the privacy and information security risks associated with PCI that may be stored on your Equipment.

CITY OF GRAND RAPIDS CUSTOMER (as referenced above) SIGNATURE TITLE DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO, AND TO USE ELECTRONIC SIGNATURES, COMMUNICATIONS AND RECORDS.

CITY OF GRAND RAPIDS CUSTOMER (as referenced above) SIGNATURE TITLE DATED

41-6005201 FEDERAL TAX I.D. # PRINT NAME

1. **AGREEMENT:** You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. The term shall start on the date we pay Supplier. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT; YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or a substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. You agree to provide updated annual and/or quarterly financial statements to us upon request.

8. **END OF TERM:** Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of any term, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**



STATE AND LOCAL GOVERNMENT ADDENDUM

AGREEMENT NO.

Phone: 800.892.8548 | Fax: 800.847.3087

Addendum to Agreement # \_\_\_\_\_ and any future supplements/schedules thereto, between CITY OF GRAND RAPIDS, as Customer and Marco Technologies LLC, as Lessor ("Agreement"). The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, at the end of the initial term, this Agreement shall renew on a month-to-month basis under the same terms hereof unless you send us written notice at least 30 days before the end of any term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

**CUSTOMER ACCEPTANCE**

**Marco Technologies LLC**

LESSOR

X

SIGNATURE

TITLE

DATE

**CITY OF GRAND RAPIDS**

CUSTOMER

X

SIGNATURE

TITLE

DATE

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



\$1.00 PURCHASE OPTION ADDENDUM

AGREEMENT NO.

Phone: 800.892.8548 | Fax: 800.847.3087

Addendum to Agreement # \_\_\_\_\_, dated \_\_\_\_\_, between
CITY OF GRAND RAPIDS, as Customer and Marco Technologies LLC, as Lessor.

The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor. This Addendum
supersedes all other end of term options contained in the Agreement. This Addendum is specific to the
aforementioned Agreement # and shall not be incorporated into any future supplements/schedules thereto.

The parties wish to amend the above-referenced Agreement by adding the following language:

Provided that no event of default under the Agreement has occurred and is continuing, you shall have the
option to purchase the Equipment at the end of the original term for \$1.00. At the end of the term, title to the
Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind.

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to
make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall
prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain
binding on Customer.

CUSTOMER ACCEPTANCE

Marco Technologies LLC
LESSOR

CITY OF GRAND RAPIDS
CUSTOMER

X
SIGNATURE

X
SIGNATURE

TITLE DATE

TITLE DATE

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



Wide Format Equipment Maintenance Agreement

PO #

CONTRACT #

Sales Representative: JOE MCCOLLUM

Meter Reading Contact Person: Erick Scott

Equipment Maintenance Agreement

Phone: 800.892.8548 | Fax: 800.847.3087

The words you and your refer to the customer. The words Owner, we, us and our refer to Marco Technologies LLC. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY OF GRAND RAPIDS, 420 N POLEGAMA AVE, CITY, STATE, ZIP, PHONE, EQUIPMENT LOCATION, ACCOUNT #, CO1125

EQUIPMENT UNDER CONTRACT

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL #, Starting Meter Color, Starting Meter B&W. Row 1: HP DESIGNJET T1600 - [420 N POLEGAMA AVE, GRAND RAPIDS, MN 55744]

Summary table with rows: Minimum Payment\* \$ 60.00, Total Square Feet Allowance 500, Base Square Foot Charge 500, Category A\* \$0.12000, Category B\* \$0.12000, Category C\* \$0.24000, Category D\* \$0.32000

\*plus applicable taxes

MARCO SUPPORT DESK (By selecting "YES" you agree that the Marco Support Desk Monthly Fee will be added to this Agreement's monthly invoice.)

Form with fields: Do you wish to enroll in the Marco Support Desk for equipment listed herein? (Yes/No), Number of Devices (Enrolled: 1), Marco Support Desk Device Monthly Fees (1-5 Devices: \$10, 6-15 Devices: \$20, 16+ Devices: \$30)

FREQUENCY OF MINIMUM PAYMENT METER READING FREQUENCY

Form with frequency selection options: Monthly, Quarterly, Semi-Annually, Annually. Includes instructions: (If no box is checked, frequency will be Monthly)

TERM AND PAYMENT SCHEDULE SUPPLIES COVERAGE LEVELS

Form with term and payment schedule options: Term in Months (60), Start Date, Payment frequency, and supplies coverage levels (All Inclusive, HP OEM, No Supplies Included)

(See Page 2 for details on Coverage Levels)

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

MARCO ACCEPTANCE

Signature line for Marco Technologies LLC with fields for OWNER, SIGNATURE, TITLE, DATED

PRIVACY AND INFORMATION SECURITY

You acknowledge that the Equipment you have received may be equipped with a hard drive that may store personal and confidential information ("PCI") and you understand the privacy and information security risks associated with PCI that may be stored on your Equipment.

Signature line for Customer with fields for CITY OF GRAND RAPIDS, CUSTOMER (as referenced above), SIGNATURE, TITLE, DATED

CUSTOMER ACCEPTANCE

By signing below, you certify to Owner that you have received, read, and agree to all terms and conditions on this page and on the second page of this two-page Agreement.

Signature line for Customer with fields for CITY OF GRAND RAPIDS, CUSTOMER (as referenced above), SIGNATURE, TITLE, DATED

41-6005201

FEDERAL TAX I.D. #

PRINT NAME



**1. AGREEMENT:** You agree to all of the terms and conditions contained in this maintenance agreement and any schedule incorporating the terms of this agreement by reference which together are a complete statement of our agreement regarding the listed Equipment ("Agreement"). Marco agrees to provide maintenance on the equipment specified in this Agreement at the address specified. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will begin on the start date and will continue from that day for the number of consecutive years shown. The term will be extended automatically for successive 12 month periods unless you send us written notice, no less than 30 days before the end of any term of your intent to cancel. Marco may also cancel this agreement at any time subject to a 30 day notice. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

**2. PAYMENTS:** Payments are required to be made based on the frequency indicated on the front of this Agreement and based on the rates currently in effect plus any applicable sales tax, use tax, or property tax. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. Marco reserves the right to delay or hold service if your account with us is delinquent. If for any reason, your check is returned for nonpayment, a NSF charge will be assessed.

**3. MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for maintenance and travel charges during normal business hours (8:00 a.m. – 5:00 p.m. Monday through Friday); inspection, adjustment, parts replacement (worn or broken through normal use), drums and cleaning material required for the proper operation. All service calls will be responded to by factory authorized technicians within eight working hours of the time a call is placed. Parts or labor for repairs made necessary by accident, negligence, theft, vandalism, lightning, loss of power or current fluctuation, fire, water or other casualty, repairs made necessary by service performed by personnel other than those of Marco, are excluded from this agreement. Service performed at the specific request of the customer which commences outside normal working hours or extends more than one hour past the close of the normal work day will be charged at published rates for labor and expense but without charge for parts covered by this Agreement. Paper, staples and MICR cartridges must be separately purchased by you. Device network support on connected Equipment is not included and will be billable at the current hourly rate, at your expense. Changes to your network including but not limited to different or upgraded network operating systems that require reconfiguring your imager are not included in this agreement. Supplies for units may or may not be included in this Agreement. If necessary, the service and supply portion of this Agreement may be assigned. This agreement is based on the industry standard and the manufacturer estimated yield for black toner and developer is based on an average per page coverage of 6% and for color toner and developer is based on an average per page coverage of 20%. In the event that your black toner and developer exceeds the 6% per page coverage standard and/or your color toner and developer exceeds the 20% per page coverage, Marco Technologies LLC in its sole discretion reserves the right to amend this contract in order to adjust for any increased toner and developer usage in excess of the industry standard. Toner, developer and/or drums for facsimiles are not covered by this agreement. We may charge you a monthly Supply Freight Fee to help offset our costs of delivering supplies to you. Should any of the equipment included in this Agreement be traded in for a new device from Marco during the life of this Agreement, the unused balance of copies on the old equipment will be prorated and allocated toward maintenance of the new machine(s).

**4. WARRANTIES:** WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. Notwithstanding any other terms and conditions of the Agreement, you agree that as to software only: a) We have not had, do not have, nor will have any title to such software, b) You have executed or will execute a separate software license agreement and we are not a party to and have no responsibilities whatsoever in regard to such license agreement, c) You have selected such software and WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR NATURE OF SUCH SOFTWARE.

**5. LOCATION OF EQUIPMENT:** You will keep and use the Equipment the address shown above and you agree to notify us of any movement of equipment covered under this Agreement.

**6. INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment.

**7. LIMITATION OF LIABILITY:** In no event shall Marco be liable for any damages caused by the customer's failure to perform customer's responsibilities under this contract. Marco will not be responsible to customers for any lost profits or consequential damages, even if Marco has been advised of the possibility of such damages. Marco will perform repairs consistent with usual and customary practices in the industry. In the event the customers established that Marco failed to make repairs consistent with this standard, customer's sole remedy shall be limited to a refund of amounts paid to Marco for the repairs; in no event shall the amount of any refund exceed the damages actually incurred by the customer. Marco's liability in regards to parts supplied shall be limited to any warranty expressly agreed to in a purchase agreement for such parts or supplies. There shall be no warranty for parts or supplies unless a purchase agreement is executed in writing and the purchase agreement explicitly provides such warranty. Marco will not be held responsible for any damage to software or customer information.

**8. TAXES AND FEES:** You agree to pay when due all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf.

**9. ASSIGNMENT:** YOU HAVE NO RIGHT TO SELL, TRANSFER, OR ASSIGN THIS AGREEMENT. We may sell, assign, or transfer this Agreement without notice.

**10. DEFAULT AND REMEDIES:** If you do not pay any payment or other sum due to us or any other party in connection with this Agreement when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of up to 18% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we can terminate or cancel this Agreement immediately and require that you pay the unpaid balance of this Agreement. We may also use any of the remedies available to us under the Uniform Commercial Code as enacted in the State of Minnesota or its Assignee or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive customer's rights under Article 2A (508-522) of the UCC.

**11. CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement and any schedule or supplement shall be governed by the internal laws for the State of Minnesota. IF THIS AGREEMENT IS ASSIGNED, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS ARE LOCATED AND WILL BE GOVERNED BY THE LAWS OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER VENUE. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY.

**12. OVERAGES AND COST ADJUSTMENTS:** You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of overage billing cycle. If we are unable to gather a meter reading from you using your preferred method of collection after 3 attempts, you will be assessed a \$3 fee per device per overage billing cycle to collect your reads. At the end of the first year of the Agreement, and with each successive period, not to exceed 12 months, we may increase the base usage charge per Square Foot and the excess charge per Square Foot by a maximum of 15% of the existing charge.

**13. SUPPLIES LEVEL COVERAGE INFORMATION:** All Inclusive is defined as all colors (cyan, magenta, yellow and black) of toners, developers, drums and drum kits are included. B&W Inclusive is defined as only black toners, black developers, black drums and black drum kits are included. Cyan, magenta and yellow toners, developers, drums and drum kits are not included. No Supplies Included is defined as all toners, developers, drums and drum kits being excluded.

#### FOR MUNICIPALITIES ONLY

**14-A. CUSTOMER COVENANTS:** You covenant and warrant that (1) you have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and (2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of you to make its Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of you; nor is there any basis for any such action, suit, proceeding or investigation; and (3) That the Equipment will be operated and controlled by you and will be used for essential government purposes and will be essential for the term of the Agreement.

(4) You have not previously terminated an agreement for non-appropriation, except as specifically described in a letter appended hereto.

**14-B. SIGNATURES:** Each signor (two if monthly payment exceeds \$1,200) warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind you. Signor(s) for you further warrant(s) its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of you authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

**14-C. NON APPROPRIATION:** In the event you are in default under the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of your obligations under the Agreement during said fiscal period;
2. Such non-appropriation did not result from any act or failure to act of you;
3. You have exhausted all funds legally available for all payment due under the Agreement; and
4. There is no other legal procedure by which payment can be made to Marco.

Then, provided that (a) you have given Marco written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Marco has received a written opinion from your counsel verifying the same within ten (10) days thereafter. Marco remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given.

**15. MARCO SUPPORT DESK:** If indicated on page 1 of this Agreement, access to the Marco Help Desk, Monday-Friday from 8:00 am to 5:00 pm CST, is included on all Equipment. Marco Support Desk is included for all Equipment listed on this Agreement. Support Desk assistance is also available for equipment not listed on this Agreement at Marco's published prevailing rates. All Marco Support Desk is provided as phone or internet support. Any on-site support will be billed at Marco's prevailing published rates.

Marco Support Desk includes the following:

- Changes to your network such as: replaced or upgraded workstations and/or servers, IP address changes etc. that require reconfiguring your imager(s) on your network for printing or scanning. This would also include a commercially reasonable attempt to reconfigure scan to email for changes made by your Internet Service Provider.
- Reinstallation and configuration of Manufacturer Companion Software and drivers on additional or upgraded workstations. Current Marco supported Manufacturer Companion Software includes: Sharpdesk, PC Fax Drivers, EFI Command Workstation, EFI Remote scan and Marco installed meter monitoring software.
- New or upgraded end user software that results in printing issues requiring updating print drivers or configurations.
- Additional training sessions for key operators and/or end users.
- Other printing or scanning software related issues as it applies to the imager(s).



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	20-1454	<b>Version:</b>	1	<b>Name:</b>	Consider approving the continuation of general liability insurance through the League of Minnesota Cities Insurance Trust for calendar year 2021.
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	11/5/2020	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	11/9/2020	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Consider approving the continuation of general liability insurance through the League of Minnesota Cities Insurance Trust for calendar year 2021.				

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider approving the continuation of general liability insurance through the League of Minnesota Cities Insurance Trust for calendar year 2021.

**Background Information:**

The Public Works Department, Finance Department, and Human Resources Director Lynn DeGrio are assisting Otis-Magie Insurance Agency, Inc. in the preparation of the City's general liability insurance coverage application for 2021 to the League of Minnesota Cities Insurance Trust. We have had our insurance coverage through the League for many years. The League's insurance coverage is very comprehensive and they have, for the past several years, given us a substantial refund check at the end of the year which represents our portion of the refund to the cities insured by them because of lower than anticipated insurance claims.

Because of the volume of applications that the League receives at this time of year, they normally do not have a quote for our insurance back to us before the first of the year. However, Otis-Magie Insurance Services will provide us with a binder to indicate that we do have insurance coverage through the League even though we have not received the quote or paid the premium.

When the quote for the 2021 insurance is received, it will be placed on the agenda for your consideration.

**Staff Recommendation:**

Human Resources Director Lynn DeGrio is recommending the approval of the General Liability Insurance through the League of Minnesota Cities Insurance Trust for the calendar year 2021.

**Requested City Council Action**

Make a motion to approve the continuation of our general liability insurance through the League of Minnesota Cities Insurance Trust for the calendar year 2021.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	20-1455	<b>Version:</b>	1	<b>Name:</b>	Consider waiving the statutory liability to the extent of the coverage purchased.
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	11/5/2020	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	11/9/2020	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Consider waiving the statutory liability to the extent of the coverage purchased.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>					

Date	Ver.	Action By	Action	Result
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Consider waiving the statutory liability to the extent of the coverage purchased.

### **Background Information:**

In previous years, the issue of whether or not to waive the statutory tort liability limits to the extent of the coverage purchased has been discussed in detail. It has been determined that the City would waive the monetary limits on the tort liability established by Minnesota Statutes 466.04, to the extent of the limits of the liability coverage obtained from LMCIT. Claims to which the statutory municipal tort limits do not apply are not affected by this decision. In the past, we have opted to waive the statutory tort limits and not purchase excess liability. Because this decision must be made by the City Council annually, we are again asking that it continue to be waived.

### **Staff Recommendation:**

Waive the monetary limits on tort liability established by Minnesota Statutes 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

### **Requested City Council Action**

Make a motion to continue waiving the statutory tort limits to the extent of the coverage purchased.



CITY OF  
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# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 20-1456      **Version:** 1      **Name:**

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

**File created:** 11/5/2020      **In control:** City Council

**On agenda:** 11/9/2020      **Final action:**

**Title:** Consider a letter of support against the release of Audie Fox, Inmate.

**Sponsors:**

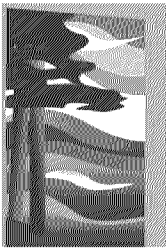
**Indexes:**

**Code sections:**

**Attachments:** [Lawson - Ltr of Support](#)

Date	Ver.	Action By	Action	Result
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Consider a letter of support against the release of Audie Fox, Inmate.



November 9, 2020

Lindsay Gullingsurd  
MN Dept of Corrections  
Life Sentence Review Advocacy  
1450 Energy Park Dr., Suite 200  
St. Paul, MN 55108

RE: Life Sentence Review  
Offender Audie Fox OID# 103592

Dear Ms. Gullingsurd,

I, Mayor Dale Adams, with the support of the Grand Rapids City Council, hereby support an objection to the parole of Audie Lynn Fox for the murder of Itasca County Deputy Robert Lawson. We feel that the release of Audie would be a detriment to the safety of our city and community as he has committed a very serious crime that warrants a long sentence of incarceration.

Sincerely,

Dale Adams, Mayor



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1458      **Version:** 1      **Name:** Authorize City staff to hire Police Reserves to staff the IRA Civic Center for COVID-19 compliance.  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/6/2020      **In control:** City Council  
**On agenda:** 11/9/2020      **Final action:**  
**Title:** Authorize City staff to hire Police Reserves to staff the IRA Civic Center for COVID-19 compliance.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Authorize City staff to hire Police Reserves to staff the IRA Civic Center for COVID-19 compliance.

**Background Information:**

Due to the increase in COVID-19 cases on a local level, City staff met with representatives from Itasca County Public Health, Grand Itasca Clinic & Hospital, ISD 318 and GRAHA to discuss ways to monitor compliance with COVID-19 recommendations for mask wearing at the Civic Center. It was determined that the City would provide staffing Monday - Friday from 5:00 pm - 9:00 pm to make sure people utilizing the Civic Center are wearing masks. The time slots will be offered in the following order:

1. Licensed Police Officers
2. Full-time Hospital Security Officers
3. Part-time Hospital Security Officers
4. Police Reserves

The Licensed Police Officers will be paid at a rate of time and a half, as well as the full-time Hospital Security Officers. The Part-time Hospital Security Officers will be paid at their regular rate of pay, and the Police Reserves will be paid at a rate of \$15.00 per hour.

**Staff Recommendation:**

City Administrator Tom Pagel, Police Chief Scott Johnson, and Director of Parks and Recreation Dale Anderson are recommending staffing and hiring available Police Reserves on a part-time, temporary basis to assist with COVID-19 compliance at the Civic Center.

**Requested City Council Action**

Make a motion to hire available Police Reserves to staff the IRA Civic Center for COVID-19 compliance at a part-time rate of \$15.00 per hour effective immediately.



CITY OF  
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IT'S IN MINNESOTA'S NATURE

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 20-1452      **Version:** 1      **Name:** Department Head Report  
**Type:** Agenda Item      **Status:** Department Head Report  
**File created:** 11/5/2020      **In control:** City Council  
**On agenda:** 11/9/2020      **Final action:**  
**Title:** Library - Will Richter

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Library - Will Richter