



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail City Council

Monday, October 26, 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, October 26, 2020 at 5:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

MEETING PROTOCOL POLICY

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

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

COUNCIL REPORTS

APPROVAL OF MINUTES

20-1414 Consider approving Council minutes for Monday, October 12, 2020 regular meeting and Thursday, October 15, 2020 special meeting.

Attachments: [October 12, 2020 Regular Meeting](#)
[October 15, 2020 Special Meeting](#)

VERIFIED CLAIMS

20-1428 Consider approving the verified claims for the period October 6, 2020 to October 19, 2020 in the total amount of \$946,968.36.

Attachments: [Council Bill List 10-26-2020.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. [20-1403](#) 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).
Attachments: [CRF Coronavirus Relief Fund-Res](#)

2. [20-1409](#) 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).
Attachments: [Itasca County Coronavirus Relief Fund-Res.pdf](#)

3. [20-1413](#) Consider approving the purchase of easements related to CP 2015-3, Hwy 2 West Trail.
Attachments: [Quick Executed Easement Packet](#)

4. [20-1415](#) Consider classification change for Maintenance (Civic Center) positions.
Attachments: [2020 Pay Range for Part-time Seasonal & Temporary Employees](#)

5. [20-1416](#) Consider renewal for Long Term Disability and Voluntary Life Insurance coverage through Lincoln Financial Group.
Attachments: [Grand Rapids LF renewal 2021](#)

6. [20-1417](#) Consider the 2021 renewal of group life insurance.
Attachments: [Grand Rapids UNUM life renewal 2021](#)

7. [20-1418](#) 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.

8. [20-1421](#) Consider authorizing the IT Department to donate some retired audio/visual equipment to the Ponti-Peterson VFW Post 1720.
Attachments: [Ponti-Peterson VFW Post 1720 Donation List.pdf](#)
[Articles of Incorporation.pdf](#)

9. [20-1422](#) Consider authorizing the Fire Department to apply for a turnout gear washer/extractor grant from the Minnesota State Fire Marshal Division.

10. [20-1424](#) Consider authorizing staff to solicit proposals for City Engineering Assistance Services for 2021 through 2025.
Attachments: [2020 Engineering RFP RCA](#)

11. [20-1425](#) Consider amending the 2020-2021 Public Works part-time winter maintenance season employee list.

12. [20-1426](#) Consider approving liquor licenses for 2021, contingent upon receipt of all required fees

and documentation.

13. [20-1427](#) Consider approving additional election judges to serve at the General Election on November 3, 2020.
Attachments: [Trained Election Judge](#)
14. [20-1431](#) 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.
15. [20-1433](#) Consider entering into Occupational Development Center, Inc.'s Transitional Work Program Contract Agreement for the 2020-2021 Winter Snow Removal Season.
Attachments: [2020-21 Transitional Work Program Contract Agreement](#)
16. [20-1438](#) 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.
Attachments: [Resolution Accepting IRRR development infrastructure grant for MDI project](#)
[IRRR Grant Agreement - MDI Expansion](#)
[IRRR Exhibits to Grant Agreement - MDI Expansion](#)
[Narrative for MDI Hollow Core Profile Extruder Project](#)
17. [20-1439](#) 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.
Attachments: [Resolution Accepting IRRR development infrastructure grant for GRPUC Solar](#)
[IRRR Grant Agreement - Solar Project](#)
[IRRR Exhibits to Grant Agreement - Solar Project](#)
[Narrative for Grand Rapids Solar Plus Energy Storage Resources Project](#)
18. [20-1441](#) Consider rehiring Joseph Rabbers as part-time Hospital Security Officer effective immediately.

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

19. [20-1442](#) Review and acknowledge minutes for boards and commissions.
Attachments: [September 15, 2020 Golf Board](#)

DEPARTMENT HEAD REPORT

ENGINEERING\PUBLIC WORKS

- 20. 20-1440 Consider approving a proposal from O'Day Equipment, LLC for fuel sensor equipment at the GPZ airport and authorize payment.
Attachments: Grand Rapids Airways Sensors Version 3.1

ADJOURNMENT

NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 9, 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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1414 **Version:** 1 **Name:** Council Minutes
Type: Agenda Item **Status:** Approval of Minutes
File created: 10/14/2020 **In control:** City Council
On agenda: 10/26/2020 **Final action:**
Title: Consider approving Council minutes for Monday, October 12, 2020 regular meeting and Thursday, October 15, 2020 special meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [October 12, 2020 Regular Meeting](#)
[October 15, 2020 Special Meeting](#)

Date	Ver.	Action By	Action	Result
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Consider approving Council minutes for Monday, October 12, 2020 regular meeting and Thursday, October 15, 2020 special meeting.



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Monday, October 12, 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 was held on Monday, October 12, 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:

Tom Pagel, Chad Sterle, Lynn DeGrio, Barb Baird, Rob Mattei

PRESENTATIONS/PROCLAMATIONS

Reading of Indigenous Peoples Day Resolution

Mayor Adams reads resolution into the record.

Received and Filed

MEETING PROTOCOL POLICY

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

None.

COUNCIL REPORTS

None.

APPROVAL OF MINUTES

Consider approving Council minutes for Monday, September 28, 2020 Regular

meeting.

A motion was made by Councilor Dale Christy, second by Councilor Rick Blake, 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 September 22, 2020 to October 5, 2020 in the total amount of \$920,570.49, including debt service payments of \$25,753.75 and investments of \$245,000.

A motion was made by Councilor Michelle Toven, 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. Adopt a Resolution to Accept a \$200 donation from Grand Rapids Speedway, Inc to the Grand Rapids Fire Department
Adopted Resolution 20-89 by consent roll call
2. Consider entering into an Agreement for Consulting Services for Governmental Accounting Standards Board (GASB) No. 75 Actuarial Valuation with USI Consulting Group, Inc. previously as Hildi Incorporated.
Approved by consent roll call
3. Consider proposed changes to the checks that can be issued by prior approval.
Approved by consent roll call
4. Consider the adoption of a resolution approving a First Amendment to Purchase Agreement between the City and Aurora Heights LLLP
Adopted Resolution 20-90 by consent roll call
5. Consider approving the 2020-2021 Public Works part-time winter maintenance season employee list.
Approved by consent roll call

6. Consider hiring a regular part-time Maintenance worker at the IRA Civic Center.

Approved by consent roll call

7. Consider approving Off-Sale Liquor License for CJ Tabke Corporation.

Approved by consent roll call

8. Consider adopting a resolution approving grant agreement with the State of Minnesota for the GPZ Runway Reconstruction project.

Adopted Resolution 20-91 by consent roll call

8a. Consider adopting a resolution designating the City of Grand Rapids Finance Director as Deputy City Clerk.

Adopted Resolution 20-92 by consent roll call

Approval of the Consent Agenda

A motion was made by Councilor Rick Blake, second by Councilor Tasha Connelly, to approve the Consent agenda as amended by addition of item #8a. 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 Dale Christy, 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

9. Review and acknowledge minutes for Boards & Commissions.

Acknowledge Boards and Commissions

ADJOURNMENT

A motion was made by Councilor Rick Blake, second by Councilor Tasha Connelly, to adjourn the meeting at 5:12 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

Minutes - Final - Draft City Council

Thursday, October 15, 2020

5:30 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 Special Meeting of the Grand Rapids City Council was held on Thursday, October 15, 2020 at 5:30 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

Present 4 - Councilor Dale Christy
Mayor Dale Adams
Councilor Rick Blake
Councilor Tasha Connelly

Absent 1 - Councilor Michelle Toven

Staff present:

Tom Pagel, Barb Baird

MEETING PROTOCOL POLICY

FINANCE DEPARTMENT

Consider adopting a resolution awarding the sale of the \$2,375,000 General Obligation Street Reconstruction Bonds, Series 2020A.

Rebecca Kurtz, Ehlers, provided overview of bid opening and noted the Double A-rating awarded to the City of Grand Rapids. Low bid submitted by Northland Securities at a rate of 1.2675%. Also noted correction from \$2,375,000 to \$2,275,000.

A motion was made by Councilor Rick Blake, second by Councilor Tasha Connelly, adopted Resolution 20-93, awarding the sale of the \$2,275,000 General Obligation Street Reconstruction Bonds, Series 2020A. The motion carried by the following vote.

Aye 4 - Councilor Dale Christy
Mayor Dale Adams
Councilor Rick Blake
Councilor Tasha Connelly

PUBLIC HEARINGS

Conduct a public hearing to consider final special assessments on CP 2014-2, 2019

Improvements Project.

Mayor Adams states that this is the time and place for all those wishing to be heard on this issue may call in to the number provided or approach the podium to address the Council.

Clerk Gibeau noted that all required notifications have been made and correspondence was received from resident Todd Allison, 202 NE 7th Street, Grand Rapids.

City Administrator Tom Pagel presents background information on city project, and shows calculations used for determining assessments to property owners.

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 4 - Councilor Dale Christy
Mayor Dale Adams
Councilor Rick Blake
Councilor Tasha Connelly

Mr. Pagel also addressed concerns specifically stated in correspondence received by Mr. Todd Allison.

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

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

Aye 4 - Councilor Dale Christy
Mayor Dale Adams
Councilor Rick Blake
Councilor Tasha Connelly

ENGINEERING\PUBLIC WORKS

Consider adopting a resolution adopting final assessments for CP 2014-2, 2019 Improvements Project.

A motion was made by Councilor Dale Christy, second by Councilor Tasha Connelly, to adopt Resolution 20-94, adopting final assessments for CP 2014-2, 2019 Improvements Project. The motion carried by the following vote.

Aye 4 - Councilor Dale Christy
Mayor Dale Adams
Councilor Rick Blake
Councilor Tasha Connelly

Consider approving a temporary easement at the Grand Rapids/Itasca County airport with Grand Rapids Public Utilities

A motion was made by Councilor Rick Blake, second by Councilor Dale Christy, approving a temporary easement at the Grand Rapids/Itasca County airport with Grand Rapids Public Utilities. The motion carried by the following vote.

Aye 4 - Councilor Dale Christy
Mayor Dale Adams
Councilor Rick Blake
Councilor Tasha Connelly

ADJOURNMENT

A motion was made by Councilor Tasha Connelly, second by Councilor Dale Christy, to adjourn the meeting at 6:06 PM. The motion carried by the following vote.

Aye 4 - Councilor Dale Christy
Mayor Dale Adams
Councilor Rick Blake
Councilor Tasha Connelly

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1428 **Version:** 1 **Name:** VERIFIED CLAIMS
Type: Agenda Item **Status:** Verified Claims
File created: 10/22/2020 **In control:** City Council
On agenda: 10/26/2020 **Final action:**
Title: Consider approving the verified claims for the period October 6, 2020 to October 19, 2020 in the total amount of \$946,968.36.
Sponsors:
Indexes:
Code sections:
Attachments: [Council Bill List 10-26-2020.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period October 6, 2020 to October 19, 2020 in the total amount of \$946,968.36.

Requested City Council Action

Make a motion approving the verified claims for the period October 6, 2020 to October 19, 2020 in the total amount of \$946,968.36.

DATE: 10/21/2020
 TIME: 16:18:55
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 10/26/2020

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
CITY WIDE		
0508450	EHLERS AND ASSOCIATES INC	1,000.00
0718060	GRAND RAPIDS HERALD REVIEW	63.25
1621125	PUBLIC UTILITIES COMMISSION	19,560.75
1900225	SEH	5,683.20
1915248	SHI INTERNATIONAL CORP	3,780.00
2000522	TNT CONSTRUCTION GROUP, LLC	19,976.00
TOTAL CITY WIDE		50,063.20
SPECIAL PROJECTS-NON BUDGETED		
1105530	KENNEDY & GRAVEN	656.25
TOTAL SPECIAL PROJECTS-NON BUDGETED		656.25
SPECIAL PROJECTS-BUDGETED		
2500050	ITASCA COUNTY FAMILY YMCA INC	12,500.00
TOTAL SPECIAL PROJECTS-BUDGETED		12,500.00
ADMINISTRATION		
1215630	LOREN SOLBERG CONSULTING, LLC	1,600.00
1301020	MADDEN GALANTER HANSEN	72.00
1309138	STATE OF MINNESOTA - OFFICE OF	136.00
TOTAL ADMINISTRATION		1,808.00
BUILDING MAINTENANCE-CITY HALL		
0920060	ITASCA COUNTY TREASURER	145.33
1801610	RAPIDS PLUMBING & HEATING INC	269.00
1901535	SANDSTROM'S INC	31.32
TOTAL BUILDING MAINTENANCE-CITY HALL		445.65
COMMUNITY DEVELOPMENT		
0920060	ITASCA COUNTY TREASURER	61.45
1309495	MINUTEMAN PRESS	172.26
TOTAL COMMUNITY DEVELOPMENT		233.71
FIRE		

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/26/2020

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
FIRE		
0315455	COLE HARDWARE INC	12.98
0401804	DAVIS OIL INC	294.15
0513231	EMERGENCY APPARATUS	1,100.06
0920060	ITASCA COUNTY TREASURER	147.14
1309090	SUPERONE FOODS NORTH	111.68
1915248	SHI INTERNATIONAL CORP	1,011.00
	TOTAL FIRE	2,677.01
INFORMATION TECHNOLOGY		
1915248	SHI INTERNATIONAL CORP	485.00
	TOTAL INFORMATION TECHNOLOGY	485.00
PUBLIC WORKS		
0100046	ASV HOLDINGS INC	56.56
0104799	ADVANCED SERVICES INC	888.50
0121721	AUTO VALUE - GRAND RAPIDS	72.42
0221650	BURGGRAF'S ACE HARDWARE	141.48
0301685	CARQUEST AUTO PARTS	21.13
0315455	COLE HARDWARE INC	309.62
0401804	DAVIS OIL INC	1,362.63
0518366	ERICKSON'S ITASCA LUMBER INC	56.90
0601690	FASTENAL COMPANY	567.52
0718215	GREEN AGAIN LAWN & AERATION	5,085.67
0800040	H & L MESABI	1,018.45
0920060	ITASCA COUNTY TREASURER	459.38
1205110	LEASE LANDSCAPING INC	625.00
1421155	NUCH'S IN THE CORNER	15.00
1503150	OCCUPATIONAL DEVELOPMENT CTR	1,300.00
1815085	ROAD MACHINERY & SUPPLIES CO	7,376.50
1900225	SEH	272.50
1901336	ST LOUIS MRO, INC	50.00
1920555	STOKES PRINTING & OFFICE	33.34
2000522	TNT CONSTRUCTION GROUP, LLC	6,862.50
2209421	VIKING ELECTRIC SUPPLY INC	339.50
	TOTAL PUBLIC WORKS	26,914.60
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	12.00
0601690	FASTENAL COMPANY	51.90
	TOTAL FLEET MAINTENANCE	63.90

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/26/2020

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
POLICE		
0121725	AUTOMOTIVE ELECTRIC LLC	117.35
0301685	CARQUEST AUTO PARTS	137.66
0421725	DUTCH ROOM INC	104.68
0513233	EMERGENCY AUTOMOTIVE TECH INC	160.50
0918575	IRON RANGE TIRE SERVICE INC	665.36
0920060	ITASCA COUNTY TREASURER	2,122.10
	TOTAL POLICE	3,307.65
RECREATION		
1801613	RAPIDS PRINTING	290.00
	TOTAL RECREATION	290.00
CENTRAL SCHOOL		
0701650	GARTNER REFRIGERATION CO	978.54
1901535	SANDSTROM'S INC	80.10
	TOTAL	1,058.64
AIRPORT		
0315455	COLE HARDWARE INC	41.45
0504825	EDWARDS OIL INC	242.91
0920060	ITASCA COUNTY TREASURER	69.88
	TOTAL	354.24
CIVIC CENTER		
GENERAL ADMINISTRATION		
0118230	ARENA WAREHOUSE, LLC	1,872.00
0221650	BURGGRAF'S ACE HARDWARE	589.01
0315455	COLE HARDWARE INC	57.45
0805640	HERC-U-LIFT INC	317.88
0920060	ITASCA COUNTY TREASURER	36.56
1201430	LAKE SUPERIOR CUTTING EDGE LLC	140.00
	TOTAL GENERAL ADMINISTRATION	3,012.90
STATE HAZ-MAT RESPONSE TEAM		

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 TIME: 16:18:55
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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/26/2020

VENDOR #	NAME	AMOUNT DUE

STATE HAZ-MAT RESPONSE TEAM		
0315455	COLE HARDWARE INC	8.94
0421470	DSC COMMUNICATIONS	6,821.00
	TOTAL	6,829.94
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE	115.86
0718215	GREEN AGAIN LAWN & AERATION	241.84
0920060	ITASCA COUNTY TREASURER	29.17
1615427	POKEGAMA LAWN AND SPORT	127.65
	TOTAL	514.52
DOMESTIC ANIMAL CONTROL FAC		
0920060	ITASCA COUNTY TREASURER	66.83
	TOTAL	66.83
GO IMPRV RECONST BONDS 2017A		
0508450	EHLERS AND ASSOCIATES INC	3,750.00
	TOTAL	3,750.00
PARK ACQUISITION & DEVELOPMENT		
MS RIVER PARK		
1201545	LANYK ELECTRIC INC	69,995.73
1900225	SEH	1,682.38
	TOTAL MS RIVER PARK	71,678.11
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-CIVIC CENTER		
0900055	ICS CONSULTING INC	1,250.00
	TOTAL CAPITAL OUTLAY-CIVIC CENTER	1,250.00
2019 INFRASTRUCTURE BONDS		

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/26/2020

VENDOR #	NAME	AMOUNT DUE

2019	INFRASTRUCTURE BONDS	
2019-1	GLF COURSE RD UTIL EXT	
0301705	CASPER CONSTRUCTION INC	98,682.00
1900225	SEH	1,670.00
	TOTAL 2019-1 GLF COURSE RD UTIL EXT	100,352.00
2020	INFRASTRUCTURE BONDS	
2019	STREET IMP PROJECT	
1900225	SEH	13,948.50
T001038	NTS	424.00
	TOTAL 2019 STREET IMP PROJECT	14,372.50
2021	INFRASTRUCTURE BONDS	
CP2020/FD-1	NEW FIRE HALL	
0900055	ICS CONSULTING INC	149,100.00
	TOTAL CP2020/FD-1 NEW FIRE HALL	149,100.00
2015-3	HIGHWAY 2 WEST TRAIL	
1900225	SEH	8,145.40
T001349	KENNETH LESLIE QUICK	2,116.80
	TOTAL 2015-3 HIGHWAY 2 WEST TRAIL	10,262.20
STORM WATER UTILITY		
0301685	CARQUEST AUTO PARTS	110.28
0315455	COLE HARDWARE INC	4.85
0401804	DAVIS OIL INC	1,188.80
0514798	ENVIRONMENTAL EQUIPMENT AND	1,374.06
0920060	ITASCA COUNTY TREASURER	243.37
1205110	LEASE LANDSCAPING INC	1,640.00
1900225	SEH	2,681.00
	TOTAL	7,242.36
	TOTAL UNPAID TO BE ALLOWED IN THE SUM OF:	\$469,289.21
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T MOBILITY	4,494.90
0113105	AMAZON CAPITAL SERVICES	1,121.90
0305530	CENTURYLINK QC	259.00

DATE: 10/21/2020
 TIME: 16:18:56
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/26/2020

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0315543	CONSTELLATION NEWENERGY -GAS	2,305.48
0718015	GRAND RAPIDS CITY PAYROLL	259,575.90
0815440	HOLIDAY STATIONSTORES LLC	121.00
0900060	ICTV	17,356.87
0920055	ITASCA COUNTY RECORDER	46.00
1301146	MARCO TECHNOLOGIES, LLC	937.40
1305046	MEDIACOM LLC	22.05
1309098	MINNESOTA MN IT SERVICES	439.88
1309199	MINNESOTA ENERGY RESOURCES	188.97
1309266	MN DEPT OF LABOR & INDUSTRY	100.00
1309332	MN STATE RETIREMENT SYSTEM	4,161.16
1309335	MINNESOTA REVENUE	5,788.31
1315650	ANDY MORGAN	10.00
1405850	NEXTERA COMMUNICATIONS LLC	443.66
1516220	OPERATING ENGINEERS LOCAL #49	112,908.00
1609561	PIONEER TELEPHONE	10.34
1621130	P.U.C.	25,460.29
2100265	U.S. BANK	1,000.00
2114750	UNUM LIFE INSURANCE CO OF AMER	259.94
2209665	VISA	6,237.19
2209705	VISIT GRAND RAPIDS INC	31,263.96
2301700	WM CORPORATE SERVICES, INC	2,573.20
2305300	MATTHEW WEGWERTH	143.75
T001345	TELCOM CONSTRUCTION	450.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$477,679.15
TOTAL ALL DEPARTMENTS		\$946,968.36



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1403 **Version:** 1 **Name:** Accept \$858,276 in CRF Grant
Type: Agenda Item **Status:** Consent Agenda
File created: 10/9/2020 **In control:** City Council
On agenda: 10/26/2020 **Final action:**
Title: 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).

Sponsors:

Indexes:

Code sections:

Attachments: [CRF Coronavirus Relief Fund-Res](#)

Date	Ver.	Action By	Action	Result
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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).

Background Information:

This grant is provided by The Coronavirus Relief Fund (CRF) to provide funding to help offset the additional costs as a result of the COVID-19 Public Health Emergency. The funds distributed to the local government will not be used by the local government in any manner contrary to federal guidance. These funds are subject to the requirements under the Single Audit Act.

Staff Recommendation:

Staff recommends adopting the resolution.

Requested City Council Action

Make a motion to adopt 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).

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

RESOLUTION NO. 20-

A RESOLUTION ACCEPTING A \$858,276.00 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)

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

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

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

- The Minnesota Management and Budget has granted the City of Grand Rapids \$858,276.00 from the Coronavirus Relief Fund (CRF) for expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) to be used in accordance with the federal guidance.

Adopted this 26th day of October 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 #: 20-1409 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 10/9/2020 **In control:** City Council
On agenda: 10/26/2020 **Final action:**
Title: 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).

Sponsors:

Indexes:

Code sections:

Attachments: [Itasca County Coronavirus Relief Fund-Res.pdf](#)

Date	Ver.	Action By	Action	Result
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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).

Background Information:

These grants provided by the Itasca County Coronavirus Relief Fund (CRF) will provide funding for additional costs for the 2020 elections, public library use of a drive-up window and fire department technology needs due to the Coronavirus Disease 2019 (COVID-19).

Staff Recommendation:

Staff recommends adopting the resolution.

Requested City Council Action

Make a motion to adopt the 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).

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

RESOLUTION NO. 20-

A RESOLUTION ACCEPTING \$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)

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:

- Itasca County has granted the City of Grand Rapids \$4,435.35 from their Coronavirus Relief Fund (CRF) for expenditures incurred for the 2020 elections due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19).
- Itasca County has granted the City of Grand Rapids' Area Library \$10,000.00 from their Coronavirus Relief Fund (CRF) for expenditures incurred to build a drive-up window due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19).
- Itasca County has granted the City of Grand Rapids' Fire Department \$10,000.00 from their Coronavirus Relief Fund (CRF) for expenditures incurred to provide improved technology for remote staffing needs due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19).

Adopted this 26th day of October 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 #: 20-1413 **Version:** 1 **Name:** CP 2015-3 Approve Quick Easement
Type: Agenda Item **Status:** Consent Agenda
File created: 10/14/2020 **In control:** City Council
On agenda: 10/26/2020 **Final action:**
Title: Consider approving the purchase of easements related to CP 2015-3, Hwy 2 West Trail.
Sponsors:
Indexes:
Code sections:
Attachments: [Quick Executed Easement Packet](#)

Date	Ver.	Action By	Action	Result
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Consider approving the purchase of easements related to CP 2015-3, Hwy 2 West Trail.

Background Information:

The construction of a 10 foot wide multi-use trail along US Hwy 2 West requires both temporary and permanent easements be acquired. Attached is the easement for CP 2015-3, Hwy 2 West Trail, from Mr. Kenneth Quick in the amount of \$2,116.80.

Staff Recommendation:

City staff is recommending the purchase of a permanent and temporary easement related to CP 2015-3, Hwy 2 West Trail in the total amount of \$2,116.80 from Mr. Kenneth Quick.

Requested City Council Action

Approve the purchase of permanent and temporary easement related to CP 2015-3, Hwy 2 West Trail in the total amount of \$2,116.80 from Mr. Kenneth Quick.



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

ENGINEERING DEPARTMENT

420 NORTH POKEGAMA AVENUE, GRAND RAPIDS, MINNESOTA 55744-2662

October 8, 2020

Kenneth Quick
2416 NW 3rd Street
Grand Rapids, MN 55744

Dear Mr. Quick,

The City of Grand Rapids is proposing a multi-use trail adjacent to your property. As a result of this work, an easement will be required across part of the property owned by **Kenneth Quick**.

Enclosed are the documents needed to help facilitate this project.

First is the **Minimum Damage Acquisition Form** used by the City of Grand Rapids to establish value. This is for your information only and does not need to be returned.

Second is the **Public Service and Infrastructure Easement Exhibit** showing the affected area. Please review and verify the information in this document, especially the **name of the owner** and the **names/titles of those authorized to execute conveyances for property**. Have the document notarized, and return the document to me for recording. You may bring the document to our department for signatures, as our administrative assistant is a public notary.

Third is what we call the **Offer Letter**. Please review this document and if it is acceptable, **sign and return it**.

Fourth is form **W-9**, which is the request for taxpayer identification number and certification.

If you have any questions or would like to meet to discuss the project, please call me at 218-326-7625 or by email at mwegwerth@ci.grand-rapids.mn.us. Thank you for your time and attention to this matter. I look forward to hearing from you.

Sincerely,

Matt Wegwerth, PE
City Engineer, City of Grand Rapids

Attachments: Minimum Damage Acquisition Form, Public Service and Infrastructure Easement Exhibit, Offer Letter & W-9 Form



MEMO

DATE : October 8, 2020
TO : Tom Pagel – Grand Rapids City Administrator
FROM : Matt Wegwerth – Grand Rapids City Engineer
SUBJECT : Minimum Damage Acquisition

Highway 2 West Trail

Fee Owners: Kenneth Quick

Exhibit 1

Kenneth Quick

Parcel Number: 91-018-3408

Existing Legal Description Parcel No. 91-018-3408:

A TRACT OF LAND IN LOT 4

Public Service and Infrastructure Easement

A public service and infrastructure easement of variable width, over, under and across part of Tract A; said Tract A described herein on EXHIBIT A, and being a part of Government Lot 4, Section 18, Township 55 North, Range 22 West, Itasca County, Minnesota; said permanent easement being all that part of said Tract A lying northwesterly of the following described line:

Beginning at a point in the northwesterly line of said Tract A, said point being 75.00 feet southwesterly of the most northerly corner of said Tract A; said line thence running northeasterly to a point in the northeasterly line of said Tract A, distant 28.40 feet southeasterly of the most northerly corner of said Tract A, and said line there terminating.

Said permanent easement containing 940 square feet, more or less.

Purpose of Acquisition:

The purpose of the MDA is to estimate the effect on fair market value of the subject parcel with regard to a permanent easement adjacent to Highway 2 West.

History of Ownership

The subject property is currently owned by Kenneth Quick.

Zoning Description

The subject property is currently zoned by the City of Grand Rapids as Shoreland One-Family Residence.

Highest and Best Use:

Its highest and best is its present use with addition of a multi-use trail.

Description of Acquisition:

A permanent easement for the grading and placement of a multi-use trail.

Site Description after acquisition:

The property will essentially remain the same with an addition of a 10' bituminous multi-use trail and grading near the existing highway. The disturbed areas will be seeded as needed after construction of the slopes.

Land Value:

Permanent Easement value is \$1.72 per sq. ft. x 940 sq. ft. =	\$1,616.80
Temporary Easement value is =	\$ 500.00
Total	\$2,116.80

Rounded to \$500 (minimum easement)

Total Value is \$ 2,116.80

Final Value Conclusion:

The new acquisition will not adversely affect the subjects' present or future value nor will it diminish the value of the remainder.

Approved:  Date: 10/12/2020



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

ENGINEERING DEPARTMENT

420 NORTH POKEGAMA AVENUE, GRAND RAPIDS, MINNESOTA 55744-2662

OFFER LETTER

October 8, 2020

Kenneth Quick
2416 NW 3rd Street
Grand Rapids, MN 55744

RE: Purchasing Public Service and Infrastructure Easement

Dear Mr. Quick,

The City of Grand Rapids hereby submits to you an offer of **\$2,116.80**, which is the amount of the minimum easement value of the above referenced property and/or certain rights therein, as contained in "PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT EXHIBIT" attached hereto, disregarding any change in the before value of the property caused by **Highway 2 West Trail** project.

The City's appraisal of market value is based on information compiled from the Itasca County Assessors Office and/or an independent appraiser. This purchase offer does not prohibit you from donating the land necessary to complete this project.

You will have a reasonable length of time to consider the offer (approximately 30 days). To aid in your decision you may want to secure your own appraisal. The City of Grand Rapids will reimburse you a reasonable amount for that appraisal fee, limited to the amount set by law. Reimbursement cannot be made, however, until after your property is acquired.

Minnesota Law also provides that the owner and/or occupants of the property being acquired will be reimbursed for the actual cost of moving personal property. Certain incidental costs incurred in transferring the title will be paid by the City.

If you decide to accept the City's offer, you will be paid upon your providing the City with an executed Public Service and Infrastructure Easement. If the City cannot be vested with good title to the property, or if the offer is unacceptable, the City may acquire said easement in eminent domain proceedings.

Also the City is required to obtain a completed W-9 when it compensates any individual or company more than \$600 in a calendar year. At the end of the year, you will then receive a 1099-S reporting the

proceeds you received from the City. You may need to report some of the proceeds on your tax return. Your tax preparer will know what tax consequences you may have as a result of this income. If you or your accountant would like to further discuss this information, you should contact Barb Baird, Finance Director, at 218.326.7615

Also this is not a purchase of this property, only an easement on the land, you still own the land, but the county will reduce the land value to reflect the easement.

This letter is furnished to inform you of procedures and your rights in this acquisition. It is respectfully requested that you acknowledge its receipt by signing the attached copy in the space provided. Signing this acknowledgment does not in any way commit you to an acceptance of the offer.

Sincerely,



By: Matt Wegwerth, PE
City Engineer

Receipt is acknowledged of original of this letter, enclosures and attachments mentioned herein.



Kenneth Quick

PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT

THIS INDENTURE is made and entered into this 12th day of October, 2020, between **Kenneth Quick, a single person**, of Grand Rapids, Minnesota, hereinafter referred to as "Grantor," and the CITY OF GRAND RAPIDS, Minnesota, Municipal Corporation, and road authority, hereinafter referred to as "Grantee."

WITNESSETH:

WHEREAS, said Grantor is the owner of real property situated in Itasca County, Minnesota, hereinafter referred to as Tract A, described as follows, to-wit:

Parcel 91-018-3408
Existing Legal Description (Doc. No. A000736014)

SEE ATTACHED EXHIBIT A.

WHEREAS, Grantor has agreed to grant Grantee an easement for public service and infrastructure purposes across said property.

NOW, THEREFORE, said Grantor, for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey an easement unto the CITY OF GRAND RAPIDS, MN, as Grantee, for public service and infrastructure purposes, free and clear of all encumbrances, the below described real estate in the County of Itasca, State of Minnesota, and the said grantor for (himself) (his) (themselves) (their) heirs executors and assigns, does release the City of Grand Rapids, State of Minnesota, its successors and assigns, from all claims for any and all damages resulting to the lands contained within the permanent easement area as hereinafter described by reason of the location, grading, construction, maintenance, and use of public service and infrastructure and upon and the removal of materials from the premises hereby conveyed and from the uses incident thereto, and the City of Grand Rapids, State of Minnesota, shall have the right to use and remove all earth and materials contained within the permanent easement area as hereinafter described and the right to construct and maintain upon the lands contained within the permanent easement area as herein after described and the right to allow utilities within the easement more particular described as follows, to-wit:
Rights to be Acquired:

SEE ATTACHED EXHIBIT B.

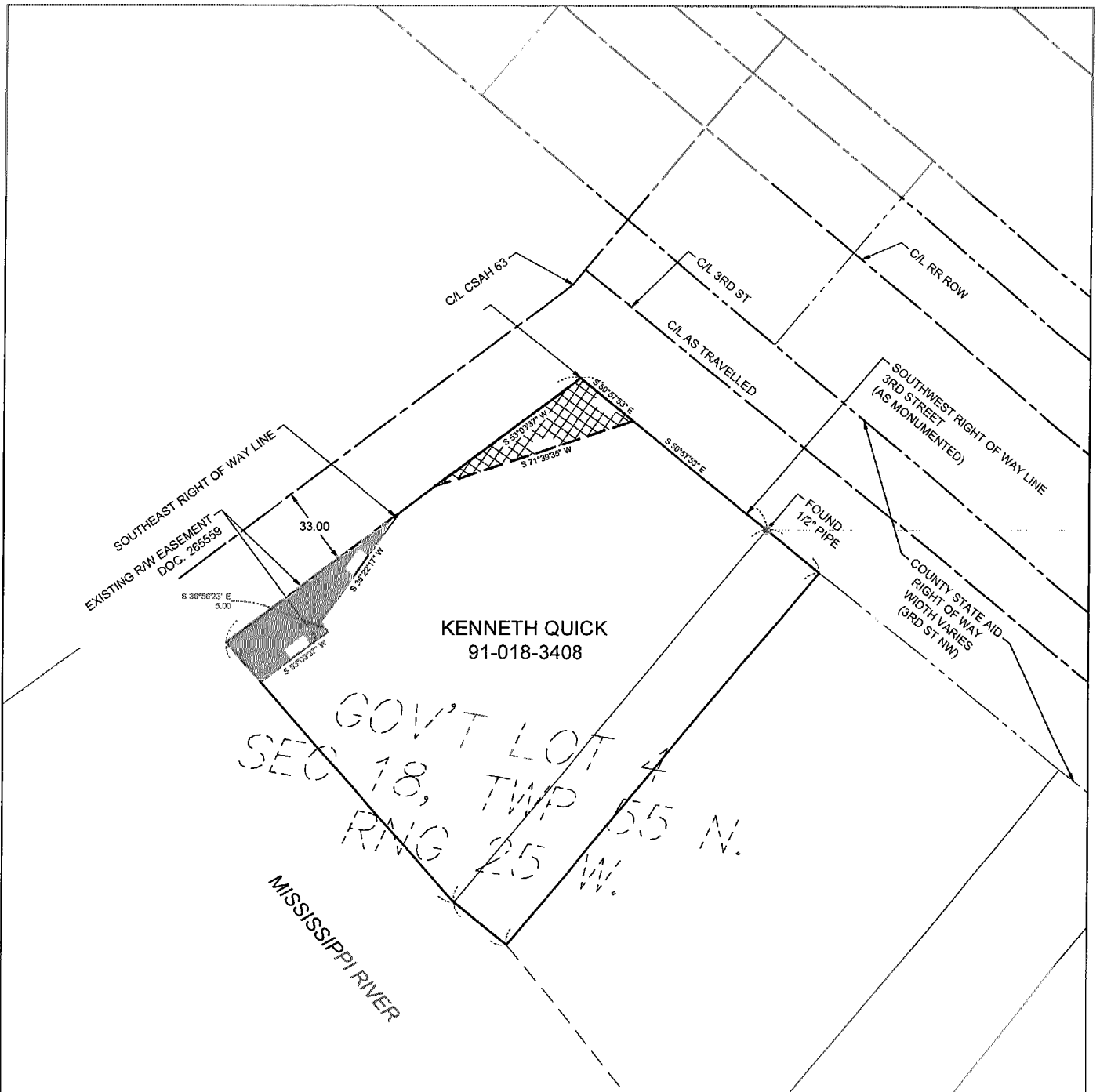
EXHIBIT A

Tract A

Real property in City of Grand Rapids, Itasca County, State of Minnesota, described as follows: A tract of land situated in Government Lot Four (4) , Section Eighteen (18), Township Fifty-five (55) North, Range Twenty-five (25), West of the Fourth Principal Meridian, more particularly described as follows: Assuming the East Boundary of said Lot 4 as being a North and South bearing and the Point of Beginning being a point 402.64 feet North and 403.66 feet West of the 1/4 corner (of) Sections 18 and 19; thence South 39 degrees 53 minutes West a distance of 201.57 feet to the shore of the Mississippi River; thence North 41 degrees 15 minutes West along the shore of the river a distance of 143.71 feet to intersect the right-of-way of County Road; thence North 53 degrees 09 minutes 30 seconds East along right-of-way a distance of 183.0 feet; thence South 50 degrees 52 minutes East along southerly right-of-way of County Road a distance of 100.0 feet to the point of beginning.

AND:

A tract of land situated in Government Lot Four (4), Section Eighteen (18), Township Fifty-five (55) North, Range Twenty-five, West of the Fourth Principal Meridian, more particularly described as follows: The Point of Beginning being a point 402.64 feet North and 403.66 feet West of the Quarter Corner of Sections 18 and 19; Township 55, Range 25; thence South 50 degrees 52 minutes East, a distance of 28 feet; thence South 39 degrees 53 minutes West, a distance of 201.57 feet, more or less, to the shore of the Mississippi River; thence West along the shore of the Mississippi River, a distance of 28 feet; thence North 39 degrees 53 minutes East, a distance of 201.57 feet, more or less, to the point of beginning.



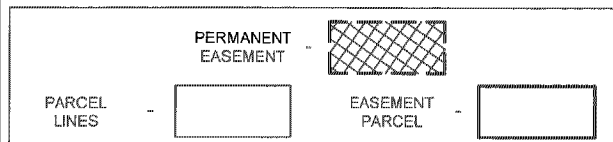
KENNETH QUICK
91-018-3408

GOV'T LOT 4
SEC 18, TWP 55 N.
RING 25 W. W.

MISSISSIPPI RIVER

PARCEL NUMBER	91-018-3408	
OWNER	KENNETH QUICK	
AREA OF PARCEL	28829	SQ FT
ZONING	RESIDENTIAL HOMESTEAD	
AREA OF PROPOSED PERMANENT EASEMENT	940	SQ FT
AREA OF PROPOSED TEMPORARY EASEMENT	1908	SQ FT
AREA OF EXISTING R/W EASEMENT	1242	SQ FT
AREA OF COMPENSATION (PERM. EASEMENT)	940	SQ FT

LEGEND



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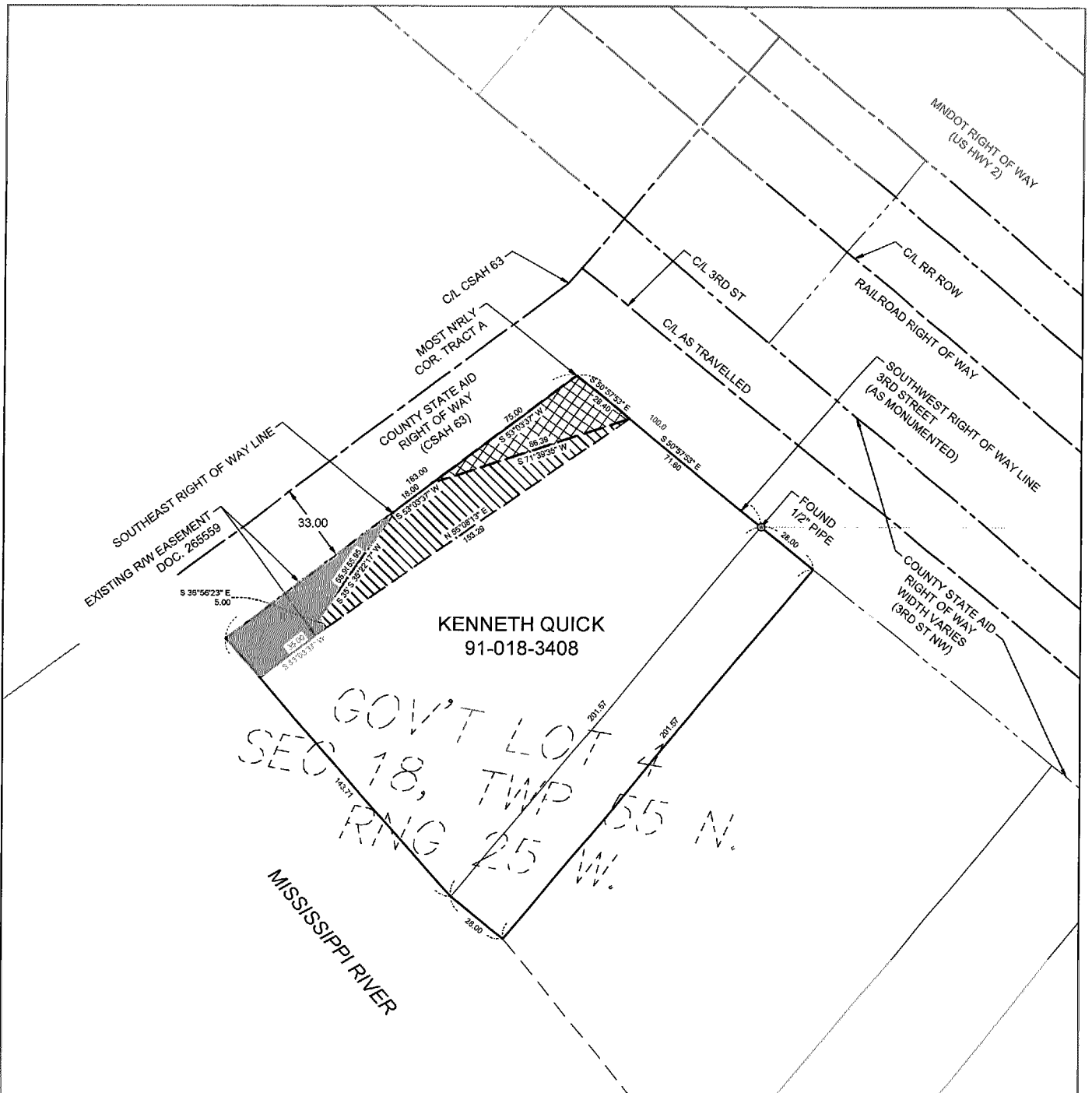
PHONE: 218.322.4500
21 NE 5TH ST STE 200
GRAND RAPIDS, MN 55744
www.sehinc.com

FILE NO.
ITASC152223

DATE:
3/20/2020

**KENNETH QUICK
CSAH 63 TRAIL EXHIBIT
GRAND RAPIDS, MN**

**EXHIBIT
NO. 1**



PARCEL NUMBER	91-018-3408	
OWNER	KENNETH QUICK	
AREA OF PARCEL	28829	SQ FT
ZONING	RESIDENTIAL HOMESTEAD	
AREA OF PROPOSED PERMANENT EASEMENT	940	SQ FT
AREA OF PROPOSED TEMPORARY EASEMENT	1908	SQ FT
AREA OF EXISTING R/W EASEMENT	1242	SQ FT
AREA OF COMPENSATION (PERM. EASEMENT)	940	SQ FT

A temporary easement for public infrastructure purposes over, under, and across that part of the described Parcel. The duration of the occupancy will be temporary in nature and there will be no change in ownership of the land. Temporary Easement shall terminate November 2021 or at the end of the project, whichever is later.

The undersigned hereby give The City of Grand Rapids a Temporary Easement for construction as of the date indicated here in.

KENNETH QUICK Date

LEGEND

TEMPORARY EASEMENT		PERMANENT EASEMENT	
PARCEL LINES		OWNER'S PARCEL	



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PHONE: 218.322.4500
21 NE 5TH ST STE 200
GRAND RAPIDS, MN 55744
www.sehinc.com

FILE NO. ITASC152223
DATE: 3/20/2020

**KENNETH QUICK
CSAH 63 TRAIL EXHIBIT
GRAND RAPIDS, MN**

**EXHIBIT
NO. 1T**



Building a Better World
for All of Us™

Kenneth Quick
P.I.D. 91-018-3408

EXHIBIT B

Public Service and Infrastructure Easement

A public service and infrastructure easement of variable width, over, under and across part of Tract A; said Tract A described herein on EXHIBIT A, and being a part of Government Lot 4, Section 18, Township 55 North, Range 22 West, Itasca County, Minnesota; said permanent easement being all that part of said Tract A lying northwesterly of the following described line:

Beginning at a point in the northwesterly line of said Tract A, said point being 75.00 feet southwesterly of the most northerly corner of said Tract A; said line thence running northeasterly to a point in the northeasterly line of said Tract A, distant 28.40 feet southeasterly of the most northerly corner of said Tract A, and said line there terminating.

Said permanent easement containing 940 square feet, more or less.

CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

A handwritten signature in black ink that reads "Mark J. Haselius".

Mark J. Haselius, PLS
Minnesota License No. 47034

Date: March 20, 2020

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 418 West Superior Street, Suite 200, Duluth, MN 55802-1512
SEH is 100% employee-owned | sehinc.com | 218.279.3000 | 888.722.0547 | 888.908.8166 fax



Building a Better World
for All of Us®

Kenneth Quick
P.I.D. 91-018-3408

EXHIBIT B

Temporary Easement

A temporary easement for trail and ditch grading purposes, over, under and across part of Tract A; said Tract A described herein on EXHIBIT A, and being a part of Government Lot 4, Section 18, Township 55 North, Range 22 West, Itasca County, Minnesota; said temporary easement being all that part of said Tract A lying northwesterly of the following described line:

Commencing at the most westerly corner of said Tract A, thence southeasterly along the southwesterly line of said Tract A, a distance of 22 feet to the point of beginning of said line; said line thence running on a bearing of North 53 degrees 09 minutes 30 seconds East, parallel with the northwesterly line of said Tract A, a distance of 35 feet; thence northeasterly to a point in the northeasterly line of said Tract A, distant 28.40 feet southeasterly of the most northerly corner of said Tract A, and said line there terminating.

Except the following two areas:

Area 1: All that part of Tract A lying northwesterly of the following describe line: Beginning at a point in the northwesterly line of said Tract A, said point being 75.00 feet southwesterly of the most northerly corner of said Tract A; said line thence running northeasterly to a point in the northeasterly line of said Tract A, distant 28.40 feet southeasterly of the most northerly corner of said Tract A.

Area 2: A parcel of land described as follows: Beginning at a point approx. 540 feet West and 430 feet North of the 1/4 corner common to Sections 18 and 19, T. 55 N., R 25 on the east edge of the existing road right-of-way; thence southwesterly along the east edge of the existing road right-of-way for a distance of approx. 90 feet to the shoreline; thence approx. 22 feet southeast along the shoreline; thence on a bearing of N. 53 degrees and 41 minutes East for a distance of approx. 35 feet; thence at a right angle left for a distance of approx. 5 feet; thence northeasterly approx. 60 feet to the point of beginning.

Said temporary easement containing 1908 square feet, more or less.

Engineers | Architects | Planners | Scientists

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SEH is 100% employee-owned | sehinc.com | 218.279.3000 | 888.722.0547 | 888.908.8166 fax

CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Handwritten signature of Mark J. Haselius in black ink.

Date: March 20, 2020

Mark J. Haselius, PLS
Minnesota License No. 47034



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1415 **Version:** 1 **Name:** Consider classification change for Maintenance (Civic Center) positions.
Type: Agenda Item **Status:** Consent Agenda
File created: 10/15/2020 **In control:** City Council
On agenda: 10/26/2020 **Final action:**
Title: Consider classification change for Maintenance (Civic Center) positions.
Sponsors:
Indexes:
Code sections:
Attachments: [2020 Pay Range for Part-time Seasonal & Temporary Employees](#)

Date	Ver.	Action By	Action	Result
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Consider classification change for Maintenance (Civic Center) positions.

Background Information:

The Civic Center Maintenance position has a current starting wage of \$11.50, which is below industry standards. A review of similar positions available throughout Minnesota indicates starting wages of \$12.49 - \$15.82 per hour. In order to recruit qualified candidates, the Director of Parks and Recreation is recommending that the classification changes from Grade 3 to Grade 5, which will allow for a starting wage of \$14.50 per hour. This would be effective November 1, 2020.

Staff Recommendation:

Dale Anderson, Director of Parks and Recreation, is recommending changing the classification for the Civic Center Maintenance position from Grade 3 to Grade 5.

Requested City Council Action

Make a motion to change the classification for Maintenance (Civic Center) from Grade 3 to Grade 5 effective November 1, 2020.

2020 Pay Range for Part-time, Seasonal, and Temporary Employees

GRADE	MINIMUM	MID POINT					MAXIMUM			Jobs Assigned to Grade
		2 years	3 years	4 years	5 years	6 years	7 years	8 years		
6	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50	\$ 18.00	\$ 18.50	\$ 19.00	\$ 19.50	Maintenance Shift Lead (Civic Center)	
5	\$ 14.50	\$ 14.75	\$ 15.00	\$ 15.25	\$ 15.50	\$ 15.75	\$ 16.00	\$ 16.25	Maintenance (Civic Center)	
4	\$ 13.50	\$ 13.75	\$ 14.00	\$ 14.25	\$ 14.50	\$ 14.75	\$ 15.00	\$ 15.25		
3	\$ 11.50	\$ 11.75	\$ 12.00	\$ 12.25	\$ 12.50	\$ 13.75	\$ 14.00	\$ 14.25	Maintenance (Civic Center) Maintenance II (Golf Course) Pro Shop Manager (Golf Course)	
2	\$ 10.50	\$ 10.75	\$ 11.00	\$ 11.25	\$ 11.50	\$ 12.75	\$ 13.00	\$ 13.25		
1	\$ 10.00		\$ 10.25		\$ 10.50	\$ 11.75	\$ 12.00	\$ 12.25	Golf Shop Cashier II (Golf Course)	
	Flat rate	2nd year	3rd year	4th year	4 +years	Jobs Assigned to Flat Rates				
	\$ 18.00								Public Works Winter Maintenance	
	\$ 16.00								Public Works Summer Maintenance II Head Election Judge (Administration)	
	\$ 15.00								Election Judge (Administration)	
	\$ 12.00	\$ 12.25	\$ 12.50	\$ 12.75	\$ 13.00				Public Works Summer Maintenance I	
	\$ 10.00	\$ 10.25	\$ 10.75	\$ 11.25					Animal Control Facility Attendant (Police) Warming House Attendant (Recreation)	
	0-5 years	5-10 years	10-14 years	14+ years	Jobs Assigned					
	\$ 10.00	\$ 10.25	\$ 10.75	\$ 11.25					Driving Range Attendants (Golf Course) General Maintenance (Golf Course) Golf Shop Cashier I (Golf Course) Starter/Ranger (Golf Course)	

EFFECTIVE AUGUST 10, 2020



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	20-1416	Version:	1	Name:	Consider renewal for Long Term Disability and Voluntary Life Insurance coverage through Lincoln Financial Group.
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	10/15/2020	In control:		In control:	City Council
On agenda:	10/26/2020	Final action:			
Title:	Consider renewal for Long Term Disability and Voluntary Life Insurance coverage through Lincoln Financial Group.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Grand Rapids LF renewal 2021				

Date	Ver.	Action By	Action	Result
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Consider renewal for Long Term Disability and Voluntary Life Insurance coverage through Lincoln Financial Group.

Background Information:

The City of Grand Rapids contracts with Lincoln Financial Group for Long Term Disability and Voluntary Life Insurance. The Long Term Disability per \$100 of salary will increase from \$0.541 to \$0.630 beginning on January 1, 2021. This will equate to a monthly premium change of \$91.29 per month. The Long Term Disability is provided to all exempt City employees, which is a total of 16. The average increase per exempt employee is \$5.70 per month.

Staff Recommendation:

Lynn DeGrio, Director of Human Resources, is recommending renewing the Long Term Disability and Voluntary Life Insurance coverage through Lincoln Financial Group.

Requested City Council Action

Make a motion to renew the Long Term Disability and Voluntary Life Insurance coverage through Lincoln Financial Group effective 01/01/2021.



Renewal Prepared For: City of Grand Rapids



Renewal Date: 01/01/2021

Products: Long Term Disability
Voluntary Life



The company behind the numbers

It's renewal time...
and we'd like to thank you
for your continued
partnership with Lincoln
Financial Group.



We view your policy renewal as a chance to prove our value with our wide selection of products and services. When you choose to continue coverage with us, it's a vote of confidence we take seriously — and never take for granted.

At Lincoln Financial, we understand our customers, which allows us to deliver a portfolio of group benefits that fit the needs of your business. But our most important product is intangible — our promise of security and financial protection to you and your employees in times of illness or injury.

After all, the key difference between carriers often isn't the product itself. It's the integrity and personal commitment a company shows toward its customers. We never waver in our commitment to finding answers that fit your needs. Together, we partner to help you lead.

Focusing on our clients and communities

We're making sure our approach continues to meet your expectations with investments to enhance our digital capabilities and efficiencies so that we can be available when and where you need us most. Last year, Lincoln Group Protection provided the financial protection that helped¹:

	86,230 new moms enjoy time off with their babies		201,909 disabled employees get back to work		3,537 kids whose smiles we enhanced with braces		21,265 beneficiaries who lost a loved one
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¹2019 claims results

The communities where we live and work are an integral part of who we are as a company. Each year, our volunteer work and grants totaling close to \$10 million support meaningful programs in areas of need such as education, human services, economic development and the arts.

I appreciate and look forward to our continued partnership. Please let me know if you have any questions.

Lincoln Financial Group



Renewal prepared for: City of Grand Rapids, CTYGRAPID on 07/27/2020

Currently City of Grand Rapids has the following in-force coverages:

Coverage	Policy Number	Anniversary Date
Long Term Disability	000010124965 00000	01/01/2021
Voluntary Life	000400127187 00000	01/01/2021

The following coverages are renewing with renewal rates effective 01/01/2021:

Coverage/ Rate basis	Policy number	Billed lives ¹	Volume ¹	Current rate	Renewal rate	Current monthly premium ¹	Renewal monthly premium ¹	Monthly premium change	Next anniversary date
Long Term Disability per \$100 of salary	000010124965 00000	16	102,571	\$0.541	\$0.630	\$554.91	\$646.20	\$91.29	01/01/2022
Voluntary Life	000400127187 00000	25	2,720,000	Age Band Shown Below	Age Band Shown Below	Based On Employee Demographics	Based On Employee Demographics	Based On Employee Demographics	01/01/2023
Voluntary AD&D	000400127187 00000	25	2,720,000	\$0.040	\$0.040	\$108.80	\$108.80	\$0.00	01/01/2023
Voluntary Spouse Life	000400127187 00000	13	520,000	Age Band Shown Below	Age Band Shown Below	Based On Employee Demographics	Based On Employee Demographics	Based On Employee Demographics	01/01/2023
Voluntary Spouse AD&D	000400127187 00000	13	520,000	\$0.040	\$0.040	\$20.80	\$20.80	\$0.00	01/01/2023
Voluntary Child Life	000400127187 00000	11	110,000	\$1.300	\$1.300	\$14.30	\$14.30	\$0.00	01/01/2023
Renewal Premium						\$698.81	\$790.10	\$91.29	

¹ Billed Lives, Volume and Premium change regularly as employees are hired, terminated or have a life event. The numbers in this letter are accurate from the date of processing.

Voluntary Life 000400127187 00000		
Age band	Current rate	Renewal rate
	UniSmoker	UniSmoker
0 - 29	\$0.070	\$0.084
30 - 34	\$0.070	\$0.084
35 - 39	\$0.090	\$0.108

Renewal Information

40 - 44	\$0.130	\$0.156
45 - 49	\$0.220	\$0.264
50 - 54	\$0.400	\$0.480
55 - 59	\$0.670	\$0.804
60 - 64	\$0.750	\$0.090
65 - 69	\$1.450	\$1.884
70 - 74	\$3.620	\$4.692
75 - 99	\$13.830	\$17.928

Voluntary Spouse Life 000400127187 00000

Age band	Current rate	Renewal rate
	UniSmoker	UniSmoker
0 - 29	\$0.070	\$0.084
30 - 34	\$0.070	\$0.084
35 - 39	\$0.090	\$0.108
40 - 44	\$0.130	\$0.156
45 - 49	\$0.220	\$0.264
50 - 54	\$0.400	\$0.480
55 - 59	\$0.670	\$0.804
60 - 64	\$0.750	\$0.900
65 - 69	\$1.450	\$1.884



Renewal Information

Your broker of record is:
AT GROUP LLC

Your sales representative is:
Paul Henderson
PAUL.HENDERSON@LFG.COM

Please contact us with any questions.

This renewal letter is intended to serve as a policy amendment and should be kept with your policy.

Important Reminder: Lincoln requires salary updates on your employees at least once a year to ensure premiums and benefit amounts are accurate under the terms of your group insurance policy(ies). Brokers may be eligible to receive commissions from the sales of these products.

Insurance products are issued by The Lincoln National Life Insurance Company, Fort Wayne, IN, Lincoln Life & Annuity Company of New York, Syracuse, NY, and Lincoln Life Assurance Company of Boston, Dover, NH. The Lincoln National Life Insurance Company does not solicit business in New York, nor is it licensed to do so. Product availability and/or features may vary by state. Limitations and exclusions apply.

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CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1417 **Version:** 1 **Name:** Consider the 2021 renewal of group life insurance.
Type: Agenda Item **Status:** Consent Agenda
File created: 10/15/2020 **In control:** City Council
On agenda: 10/26/2020 **Final action:**
Title: Consider the 2021 renewal of group life insurance.
Sponsors:
Indexes:
Code sections:
Attachments: [Grand Rapids UNUM life renewal 2021](#)

Date	Ver.	Action By	Action	Result
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Consider the 2021 renewal of group life insurance.

Background Information:

The City of Grand Rapids provides group life insurance in the amount of \$10,000 per benefited employee. We have been a Unum customer since 2/1/2016. For the first time in 5 years, our rates will be slightly higher. At our next renewal, we will pay \$12.78 more per month for the Unum benefits we offer. Attached you will find the renewal rates for 2021.

Staff Recommendation:

Lynn DeGrio, Director of Human Resources, is recommending approval of the continuation of life insurance coverage through Unum at the rates quoted.

Requested City Council Action

Make a motion to approve the 2021 renewal rates for group life insurance through Unum.



Important news about your 2021 benefit rates

CITY OF GRAND RAPIDS **Policy 421558**

Dear CITY OF GRAND RAPIDS:

As another plan year comes to a close, we'd like to thank you for being a Unum customer since 2/1/2016.

For the first time in 5 years, your rates will be slightly higher. At your next renewal, you'll pay \$12.78 more per month for the Unum benefits you offer. Here are your renewal rates for 2021.

	Current rate	Renewal rate	Current premium*	New premium	Effective date	Guaranteed through
Life Insurance	0.17	0.18	\$217.26	\$230.04	1/1/2021	1/1/2022
AD&D Insurance	0.035	0.035	\$44.73	\$44.73	1/1/2021	1/1/2022

*Monthly premium based on current enrollment as of 8/1/2020.

OUR CONTINUED COMMITMENT

Your rates are changing, but the benefits of choosing Unum stay the same.



Industry leading benefits.

Unum has been a leading provider of group disability benefits in the U.S. for more than four decades.¹ So we're experts at offering a range of benefits to help your employees stay protected—including dental and vision.



Ease of doing business.

With a company culture built on service, 91% of our customers say we're easy to do business with.²



A redefined benefits experience.

Working hand in hand with HR professionals like you, we've transformed our customer experience. Now more than ever, your Unum benefits experience is unmistakably faster, simply easier and genuinely personal.

If you have questions about your rate change, or need any other assistance, please contact me.

Sincerely,

Brett Heltne
651.247.5295
bheltne@unum.com

*Value added services may not be available in all states.

1. Employee Benefit Plan Review, Group Accident & Health Surveys 1976-1990, 1977-1991; Gen Re, U.S. Group Disability Market Surveys 1991-2013, 1992-2014; LIMRA, U.S. Group Disability Insurance 2014-2018 Annual Sales and In Force, 2015-2018; LIMRA, U.S. Workplace Disability Insurance Inforce Summary Results 2018 4Q, 2018.

2. Harris Insights & Analytics, 2017 Employer Loyalty Study, 2018. Percent of Classic Group customers with 11-1,999 lives rating us 6-9 on a 9-point scale where 1=Poor and 9=Excellent.

Please refer to your existing contract(s) for details of coverage including exclusions, limitations, renewability and termination provisions.

Group insurance is underwritten by Unum Life Insurance Company of America, Portland, ME. Individual insurance is underwritten by Provident Life and Accident Insurance Company, Chattanooga, TN. In New York, insurance products are underwritten by First Unum Life Insurance Company, New York, NY or Provident Life and Casualty Insurance Company, Chattanooga, TN.

unum.com



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1418 **Version:** 1 **Name:** 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.

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

File created: 10/16/2020 **In control:** City Council

On agenda: 10/26/2020 **Final action:**

Title: 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.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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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.

Background Information:

In the police department's squad car replacement schedule, we would need to replace a 2009 Dodge Charger patrol vehicle, a 2007 Chevy Impala Investigators unmarked vehicle and a 2005 Jeep Grand Cherokee Investigators unmarked vehicle. We would like to replace two of the vehicles with 2021 Ford Police Interceptor SUV's, one as a fully marked squad car and the other as an unmarked Investigators vehicle, and replace the 2nd Investigators unmarked vehicle with a 2021 Jeep Grand Cherokee.

We would solicit bids from our local dealers and the dealer who holds the State bid, to the specifications that would meet our needs and bring the results back to council later for approval.

After soliciting bids and the city council approving the final budget, the city council can choose whether to allow the police department to move ahead and purchase the third squad car they are requesting.

Staff Recommendation:

Staff recommends the city council allow the police department to solicit bids for the purchase of two (2) 2021 Ford Police Interceptor SUV's and one (1) 2021 Jeep Grand Cherokee.

Requested City Council Action

Make a motion authorizing the police department to solicit bids for the purchase of two (2) 2021 Ford Police Interceptor SUV's and one (1) 2021 Jeep Grand Cherokee.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1421 **Version:** 1 **Name:** Donation to VFW Post 1720
Type: Agenda Item **Status:** Consent Agenda
File created: 10/20/2020 **In control:** City Council
On agenda: 10/26/2020 **Final action:**
Title: Consider authorizing the IT Department to donate some retired audio/visual equipment to the Ponti-Peterson VFW Post 1720.
Sponsors:
Indexes:
Code sections:
Attachments: [Ponti-Peterson VFW Post 1720 Donation List.pdf](#)
[Articles of Incorporation.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider authorizing the IT Department to donate some retired audio/visual equipment to the Ponti-Peterson VFW Post 1720.

Background Information:

Recently the City of Grand Rapids, Greater Grand Rapids Area Cable Commission and ICTV have upgraded the audio/visual equipment in the Grand Rapids City Council Chambers. The Ponti-Peterson VFW Post 1720 has requested the donation of some of the retired equipment for use at their new location. They are incorporated as a 501C19 non-profit organization and their Articles of Incorporation are attached to this item.

Staff Recommendation:

Staff recommends that Council authorize the donation of listed equipment to Ponti-Peterson VFW Post 1720.

Requested City Council Action

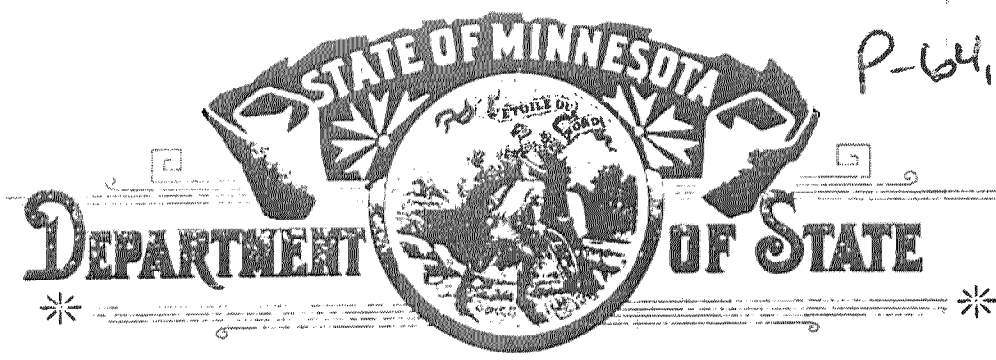
Make a motion to authorize the IT Department to donate retired audio/visual equipment to the Ponti-Peterson VFW Post 1720.

Ponti-Peterson VFW Post 1720 Donation

Equipment	Model Number	Serial Number
Mackie 20 channel mixer	CFX20 MKII	PZ20999
JVC VHS/DVD RECORDER	SR-MV45U	063C0874
SONY VHS/DVD PLAYER	SLV-D380P	2191529
SHURE MICROPHONE MIXER	SCM810	2SA1274303
EXTRON VGA/AUDIO SWITCHER	SW4 VGA	A04Q7R0
TASCAM DOCUMENT PROJECTOR	SS-CDR1	50096
QUARTET PROJECTION SCREEN	NA	NA
EPSON PROJECTOR	PL 970	X4Z77Z00358

NO Y 806

P-64, 324



To All To Whom These Presents Shall Come, Greeting:

Whereas, Articles of Incorporation, duly signed and acknowledged under oath, have been recorded in the office of the Secretary of State, on the 12th day of June, A. D. 19 85 for the incorporation of

Ponti-Peterson POST NO. 1720, VETERANS OF FOREIGN WARS OF THE UNITED STATES, INCORPORATED

under and in accordance with the provisions of the Minnesota Nonprofit Corporation Act, Minnesota Statutes, Chapter 317;

Now, Therefore, by virtue of the powers and duties vested in me by law, as Secretary of State of the State of Minnesota, I do hereby certify that the said Ponti-Peterson POST NO. 1720, VETERANS OF FOREIGN WARS OF THE UNITED STATES, INCORPORATED

is a legally organized Corporation under the laws of this State.

Witness my official signature hereunto subscribed and the Great Seal of the State of Minnesota hereunto affixed this twelfth day of June in the year of our Lord one thousand nine hundred and eighty-five

Joan Anderson Mauer Secretary of State.

ARTICLES OF INCORPORATION

of

Ponti-Peterson

POST NO. 1720

VETERANS OF FOREIGN WARS OF THE UNITED STATES, INCORPORATED

ARTICLES OF INCORPORATION entered into this 1st day of

May A.D., 1985,

by and between the undersigned subscribers, all citizens of the United States, who hereby associate themselves together as a body politic under and pursuant to the provisions of Chapter 317, Minnesota Statutes Annotated, known as the Minnesota Nonprofit Corporation Act, and they adopt the following proposed Charter:

ARTICLE I

The name of this Corporation shall be Ponti-Peterson
POST NO. 1720, VETERANS OF FOREIGN WARS OF THE UNITED STATES, INCORPORATED.

ARTICLE II

- (A) The purposes of this Corporation shall be:
1. Fraternal, patriotic, historical and educational; to preserve and strengthen comradeship among its members; to assist worthy comrades; to perpetuate the memory and history of our dead and to assist their widows and orphans; to maintain true allegiance to the Government of the United States of America, and fidelity to its Constitution and laws; to foster true patriotism; to maintain and extend the institutions of American freedom; and to preserve and defend the United States from all her enemies, whomsoever.
 2. To construct, hire, purchase, own, lease, operate, manage, maintain, acquire by gift or devise, and to sell and dispose of all real and personal property necessary, incident or convenient to the conduct, business and purpose of this Corporation.
 3. To borrow money for corporate purposes and to make, accept, endorse, execute and issue promissory notes, bills of exchange, bonds, debentures or other obligations from time to time for the purchase of property or for any purpose in carrying out the aims and purposes of the Corporation, and to secure payment of any such obligations by mortgage, pledge, assignment or deed of trust otherwise.
 4. To acquire, hold, mortgage, pledge, buy, sell and dispose of the shares, bonds, notes, securities and other obligations and evidence of indebtedness of the United States Government and of states and municipalities of the United States and of Corporations organized in states of the United States.
 5. To enter into and perform contracts, arrangements with any persons, firm, company or association or with any government or public authority, national, state, municipal, local or otherwise within the United States, in furtherance of the purposes of the Corporation.

6. To acquire, hold, own, sell, exchange, apply for, control, use and dispose of licenses, patents, copyrights and franchises.
 7. To organize, establish, conduct and maintain rehabilitation, welfare, patriotic, fraternal, musical, educational, athletic, benevolent, charitable, civic, community service, literary, forensic, recreational and social facilities and activities.
 8. To organize, establish, conduct and maintain facilities and activities for the use and comfort of the members, auxiliary and other veterans.
 9. To organize, establish, conduct and maintain facilities and activities for the alleviation of emergencies.
- (B) The foregoing clauses shall be construed both as objects and powers, and the enumeration of specific purposes therein shall not be held to limit or restrict in any manner the powers of this Corporation, and are in furtherance of and in addition to, and not in limitation of, the general powers conferred by the laws of the State of Minnesota; and each of the purposes, objects and powers specified in this article shall be regarded as independent purposes, objects and powers and shall in no way be limited by reference to or inference from the terms of any other clause, paragraph or statement of this article.

ARTICLE III

This Corporation shall not afford pecuniary gain, incidentally or otherwise to its members.

ARTICLE IV

The period of duration of Corporation existence of this Corporation shall be perpetual.

ARTICLE V

The location of the registered office of this Corporation in this state is in the City of Grand Rapids, County of Itasca.

ARTICLE VI

The active and voting membership of this Corporation shall at all times consist of and be confined to the active membership in good standing in Ponti-Peterson POST NO. 1720, VETERANS OF FOREIGN WARS OF THE UNITED STATES, with eligibility to, acquiring of, suspension from and discontinuance of membership being in accordance with the National Constitution and By-Laws of the Veterans of Foreign Wars of the United States.

ARTICLE VII

In the event of a dissolution of this Corporation all of the assets shall be the property of Ponti-Peterson POST NO. 1720 VETERANS OF FOREIGN WARS OF THE UNITED STATES; and in the event of the simultaneous dissolution of this Corporation and of the forfeiture of the charter issued by the Veterans of Foreign Wars of the United States to said subordinate unit then, and in that event, title to all of the assets of this Corporation shall pass to the Veterans of Foreign Wars of the United States to be disposed of in accordance with the National By-Laws, rules and regulations of the said Veterans of Foreign Wars of the United States. At no time shall the assets of the Corporation be distributed among the individual members thereof.

ARTICLE VIII

Section 1: The Directors of the Corporation shall be the officers of

Ponti-Peterson POST NO. 1720, VETERANS OF FOREIGN WARS OF THE UNITED STATES. Their nomination, election or appointment, installation, power and authority and tenure in office shall be in accordance with the provisions of the Veterans of Foreign Wars of the United States.

Section 2: The number of officers (Directors) of the Corporation shall be the number as provided for a Post of the Veterans of Foreign Wars of the United States by the National By-Laws of the Veterans of Foreign Wars of the United States.

Section 3: The names and addresses of the present persons who are to act as incorporators and in the capacity of principal officers (Directors) until the selection of their successors are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>TITLE</u>
Herbert Psick	160 W. Oak Bend Dr., Grand Rapids, MN 55744	Commander Sr. Vice Commander Jr. Vice Commander Post Advocate Surgeon
Manfred Stark	Rt.1, Box 280, Cohasset, MN 55721	Quartermaster Chaplain Adjutant
Elmer Rupert	Grand Rapids, MN 55744	Trustee House Committee Chairman Trustee Trustee

In the case of a vacancy in the Board of Directors, the tenure in office of a successor shall be the remainder of the term of the director (officer) leaving such vacancy.

ARTICLE IX

There shall be no personal liability of members for corporate obligations and there shall be no method of enforcement and collection of corporate obligations against the members.

ARTICLE X

This corporation shall have no capital stock.

ARTICLE XI

This incorporated subordinate unit of the Veterans of Foreign Wars shall at all times remain under the jurisdiction of and be governed according to the Constitution and By-Laws of the Veterans of Foreign Wars of the United States. In the event that any provision of this Certificate of Incorporation conflicts with the National Charter and By-Laws of the Veterans of Foreign Wars of the United States, such conflicting provisions shall be deemed null and void and the National Charter and By-Laws shall, at all times, govern.

ARTICLE XII

The right to repeal, alter or amend this charter at any time is hereby expressly reserved, but any alteration, modification, or amendment made to said charter shall be governed by the Constitution and By-Laws of the Veterans of Foreign Wars of the United States and not in conflict therewith and no amendment, modification or alteration shall be made which will in

any way conflict with the provisions of the Minnesota Nonprofit Corporation Act or of the National By-Laws of the Veterans of Foreign Wars of the United States.

We, the undersigned, do hereby subscribe to the above Charter and Articles of Incorporation, not for profit:

SIGNATURE

Herbert P. Psick

TITLE

Commander
Sr. Vice Commander
Jr. Vice Commander
Post Advocate
Surgeon
Quartermaster
Chaplain
Adjutant
Trustee
Trustee
Trustee

Manfred Stark

Elmer Rupert

STATE OF MINNESOTA)
COUNTY OF Itasca)

On this 19th day of May, 1985, before me, the undersigned, a Notary Public in and for the Said County and State, residing therein, duly commissioned and sworn, personally appeared

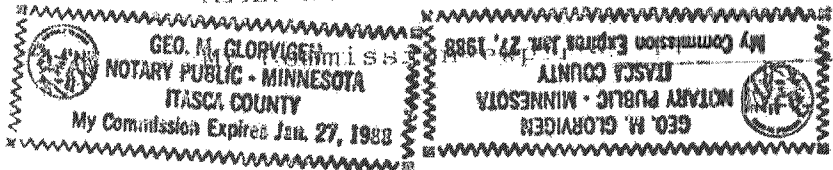
Herbert Psick , _____ , _____ ,
Manfred Stark , _____ , _____ ,
Elmer Rupert , _____ , _____ ,

_____ , _____ , to me known to be the persons described in and who executed the same as their free act and deed, for the uses and purposes therein expressed.

Geo. M. Glorvigen

Notary Public, Itasca County, Minnesota.

Notarial Seal





CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1422 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 10/20/2020 **In control:** City Council
On agenda: 10/26/2020 **Final action:**
Title: Consider authorizing the Fire Department to apply for a turnout gear washer/extractor grant from the Minnesota State Fire Marshal Division.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Consider authorizing the Fire Department to apply for a turnout gear washer/extractor grant from the Minnesota State Fire Marshal Division.

Background Information:

Despite being more physically fit and healthier than the general population, firefighters, both career and volunteer/paid-on-call, experience cancer at higher rates than those in the communities they serve. Studies continue to show that firefighters are acutely exposed to known carcinogens during structure and other fires and are continually exposed via turnout gear that is soiled due to exposure to toxic combustion byproducts.

In recent years, fire departments across Minnesota have implemented turnout gear decontamination procedures post fire events to help reduce firefighter exposure to toxic combustion byproducts. At the same time mechanical turnout gear washers/extractors have been introduced as an effective and efficient means by which firefighters can best clean their soiled turnout gear and greatly reduce their exposure to combustion byproducts.

Many fire departments, however, have found commercial turnout gear washer/extractors, which can cost upwards of \$10,000, to be cost prohibitive. Therefore, the Minnesota Department of Public Safety, with funding from the Fire Safety Account, through the State Fire Marshal Division, has authorized a \$600,000 matching award program to assist eligible fire departments in the purchase of commercial turnout gear washer/extractor and/or a gear dryer.

Available funding will pay for individual grants of no more than \$10,000 for a gear washer/extractor and \$8,000 for a dryer. A local match of the grant award is required. The required local match amount will be based on the population of the applicant's fire department coverage area which will be a 25% match based on Grand Rapids Fire Departments coverage area.

Staff Recommendation:

Consider allowing the Fire Department to apply for a turnout gear washer/extractor from the Minnesota State Fire Marshal Division and if awarded, contribute a local match of 25% of total cost of materials and labor.

Requested City Council Action

Consider allowing the Fire Department to apply for a turnout gear washer/extractor grant from the Minnesota State Fire Marshal Division and if awarded, contribute a local match of 25% of total cost of materials and labor.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1424 **Version:** 1 **Name:** 2021-2025 Engineering RFP
Type: Agenda Item **Status:** Consent Agenda
File created: 10/20/2020 **In control:** City Council
On agenda: 10/26/2020 **Final action:**
Title: Consider authorizing staff to solicit proposals for City Engineering Assistance Services for 2021 through 2025.
Sponsors:
Indexes:
Code sections:
Attachments: [2020 Engineering RFP RCA](#)

Date	Ver.	Action By	Action	Result
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Consider authorizing staff to solicit proposals for City Engineering Assistance Services for 2021 through 2025.

Background Information:

It is the City's policy to solicit Requests for Proposals (RFPs) for professional services every five years. If approved, staff is recommending sending RFP's to northern Minnesota firms and any other firm that may request one. We will also put it on the League of Minnesota Cities website as well as the City website.

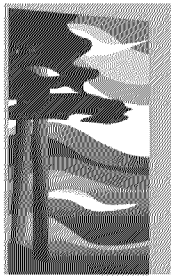
The proposals will be reviewed and ranked by the Public Works Director/City Engineer, City Administrator, and one council member as assigned by the council.

Staff Recommendation:

City Staff recommend soliciting for proposals for City Engineering Assistance Services for 2021 through 2025 and designate one council member to be on the RFP review committee.

Requested City Council Action

Consider authorizing staff to solicit proposals for City Engineering Assistance Services for 2021 through 2025 and designate one council member to be on the RFP review committee.



Request for Proposals for City Engineering Assistance

The City of Grand Rapids is seeking requests for proposals from civil engineering firms for various municipal engineering services. Interested firms should contact the Public Works Director / City Engineer at mwegwerth@ci.grand-rapids.mn.us or 218.326.7625 to obtain an RFP submittal form. Proposals may be submitted via email in .pdf format, hand-delivered, or mailed. The due date for the RFP submittal form is 4:30 p.m. on November 16, 2020. After review of the submittals the City may or may not conduct interviews prior to Council consideration of the RFP submittals. Any questions related to the submittal form should be directed to:

***Matt Wegwerth, P.E.
Public Works Director / City Engineer
218.326.7625
mwegwerth@ci.grand-rapids.mn.us***

RFP Submittal Form

The submitting firm shall complete the following questions. The firm shall not deviate from this form. Deviation from this form will result in disqualification of the firms RFP Submittal.

Ranking of firms will be based on the information provided in this submittal form. It is anticipated that the length of the contract will be for a five-year period from the date that a formal contract is executed. However, the City of Grand Rapids reserves the right to modify the length of said contract between the time requests for proposals are made and the signing of a mutually binding contract. The City retains the right to contract with other firms as it deems necessary during the life of the contract. A formal Owner/Engineer contract provided developed by the City will be the governing contract.

A summary of the proposed 2021 Capital Improvement Plan (CIP) for the City of Grand Rapids is attached for your reference. This CIP is amended on an annual basis.

I. General Firm Information

The submittal firm may have more than one office location. Please provide the information throughout the submittal form, based on the office that will perform a majority of the services to the City. This is referred to as the “service office” throughout this form.

- A. Corporate Name of Firm:
- B. Service Office Telephone Number:
- C. Service Office Fax Number:
- D. Service Office Address:
- E. Number of Years the Service Office has been in business:
- F. Number of FTE Staff (all classifications) located in Service Office:
- G. 2020 Average hourly salary paid without benefits in the Service Office:
- H. 2019 Total salaries paid without benefits in the Service Office:

II. Survey Information

The City has the regular need to perform preliminary topographic surveys, legal land surveys, easement description preparation, along with other miscellaneous survey related work items. Please provide the following information:

- A. How many survey crews does the Service Office staff?
- B. How many of the survey staff are NSPS Level III certified survey technicians?
- C. List the names of the survey crew leaders and their years of experience at that position?
- D. Who is the Lead Survey Employee (LSE) from the Service Office that will be providing the oversight/review of survey information prepared for the City of Grand Rapids?
- E. How many years of survey experience does the LSE have?
- F. What survey related credentials does the LSE hold?
- G. Please provide three municipal client contact references that could be contacted and discuss the Lead Employees abilities and past performances:

III. Design and Construction Engineering Information

The City typically outsources a majority of the design and construction engineering services. Please provide the following information:

- A. How many professional engineers are based in the Service Office?
- B. How many graduate engineers are based in the Service Office?
- C. How many design technicians are based in the Service Office?
- D. How many survey technicians are based in the Service Office?
- E. How many resident project representatives are based in the Service Office?
- F. How many Municipal State Aid Street projects has the Service Office designed and construction engineered in the past three years?

- F. Technician/Surveyor/RPR \$ per hour
- G. Survey Crew Chief \$ per hour

V. Rates for Design and Construction Engineering Services

Rates for design and construction engineering services will be based on a percent of low bid and final construction cost basis. The City will not pay for any expenses in addition to the percent of construction cost.

Design phase services by the firm will include: Preliminary topographic survey, land survey required to tie property to topographic survey, design of all proposed public infrastructure, preparation of all required permits and paper work for all necessary agencies, specification preparation, bidding documents, answering questions during bidding phase, bid opening, tabulation of bids, and letter of recommendation based on bids. Work items performed by the City include: geotechnical evaluations, feasibility report preparation, easements, 429 assessment administration, and attendance of council meetings.

Construction phase services by the firm will include: construction engineering, full-time resident project representation, pay estimate preparation, agency documentation, prevailing wage review/enforcement, as-built record drawings in electronic format (including x,y,z coordinates of all underground infrastructure), projections of final construction cost (for use by the City for assessments), and any work items related to these tasks. Work items performed by the City include: Contractor staking and attendance of council meetings.

The submittal firm percent of construction cost fees are:

- A. Reconstruction Projects
 - i. Design Phase Services % of low bid
 - ii. Construction Phase Services % of final construction cost
- B. Street Reclaim / Overlay Projects
 - i. Design Phase Services % of low bid
 - ii. Construction Phase Services % of final construction cost
- C. Additional Design Phase Services for MSAS requirements % of low bid.

- D. Additional Construction Phase Services for MSAS requirements % of final construction cost.
- E. Additional Design Phase Services for Federal requirements % of low bid.
- F. Additional Construction Phase Services for Federal requirements % of final construction cost.

VII. Consultant Representative

The City of Grand Rapids feels it is important that the firm dedicates one consultant representative to the City. This person should be the single point of contact and should be available at all times to City representatives. This person also needs to be based in the Service Office identified earlier in the submittal. Please provide the following information:

- A. Proposed Consultant Representatives (PCR) Name:
- B. PCR's Minnesota Professional License #:
- C. PCR's Educational Background:
- D. PCR's Years of Experience in Municipal Engineering specifically with Municipal State Aid Streets, sanitary sewer collection systems, storm sewer collection/treatment systems, and water distribution systems:
- E. Number of Municipal Clients Served by the PCR (Please provide the name of the municipal clients and contact information):
- F. Please list the number of active projects the PCR currently manages for each of the municipal clients listed in the above question:
- G. How many State Aid and /or Federal Aid projects has the PCR managed in the past three years?:

VIII. Resident Project Representative (RPR/Inspector)

The City of Grand Rapids feels it is important that the firm dedicates a primary RPR to the City. This person should be the lead RPR and should be dedicated at all times to City of Grand Rapids projects. This person also needs to be based in the Service Office identified earlier in this submittal. Please provide the following information:

- A. Proposed RPR Name:
- B. RPR's Educational and Certified Background:
- C. RPR's Years of Experience in Municipal Engineering specifically with Municipal State Aid Streets Federal Aid Streets, sanitary sewer collection systems, storm sewer collection/treatment systems, and water distribution systems:
- D. Please provide Municipal Clients and contact names that can provide references related to the RPR:

The City of Grand Rapids also recognizes that there will be times when multiple projects will be under construction throughout the City. During those times it will be necessary to dedicate more than one RPR to the City projects. Please provide the following information on the secondary RPR:

- A. Proposed Secondary RPR Name:
- B. Secondary RPR's Educational and Certified Background:
- C. Secondary RPR's Years of Experience in Municipal Engineering specifically with Municipal State Aid Streets Federal Aid Streets, sanitary sewer collection systems, storm sewer collection/treatment systems, and water distribution systems:
- D. Please provide Municipal Clients and contact names that can provide references related to the Secondary RPR:

IX. Other Services

The City of Grand Rapids has the need for other related engineering services on a regular basis. In this section of the submittal form the information should be considered firm wide and not based only on proposed Service Office. If your firm utilizes subcontractors, you should answer "No" to the questions. Please provide the following information:

- A. Does your firm provide transportation engineering?
- B. If yes to above, how many people are employed in the department?

- C. Does your firm provide traffic signal designs?
- D. Does your firm provide storm water management services specifically related to compliance with the NPDES requirements?
- E. If yes, how many people are employed in the department?
- F. How many certified SWPPP designers are in the Service Office?
- G. Does your firm provide structural bridge engineering?
- H. If yes to above, how many people are employed in the department?
- I. Does your firm provide street lighting design? (Note that street lighting is public infrastructure and included under Rates for Design and Construction Engineering Services stated earlier in this submittal):
- J. If yes to above, how many people are employed in the department?
- K. Does your firm provide landscape architectural services?
- L. If yes to above, how many people are employed in the department?

X. Consulting Firms Opinion Toward a City/Consultant Relationship

Please provide a summary of you firm’s philosophy and approach towards your role as the selected municipal consulting firm. (Please limit your response to 1 page.)

XI. Summary

The City of Grand Rapids appreciates your efforts in completing this RFP Submittal Form. As part of the submittal form the City is requesting that you attach a one-page resume of the proposed Consultant Representative, RPR and Secondary RPR. Submittal of more than one page or submittal of additional information with this Submittal form will result in disqualification of the firm’s submittal.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1425 **Version:** 1 **Name:** PW Winter Maintenance PT list
Type: Agenda Item **Status:** Consent Agenda
File created: 10/21/2020 **In control:** City Council
On agenda: 10/26/2020 **Final action:**
Title: Consider amending the 2020-2021 Public Works part-time winter maintenance season employee list.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Consider amending the 2020-2021 Public Works part-time winter maintenance season employee list.

Background Information:

The Public Works Department utilizes part-time intermittent employees to facilitate snow removal during the winter snow plowing season. These part-time employees will work on an "as needed" basis at a rate of \$18.00 per hour. Public Works would like to hire Lars Pagel to assist with the department's operations during the winter maintenance season. This will be effective 10-26-2020, with an end date of 4-30-2021.

Staff Recommendation:

Public Works Superintendent, Kevin Koetz, recommends hiring Lars Pagel for part-time employment for the 2020-2021 winter maintenance season

Requested City Council Action

Make a motion to approve the Public Works Department hiring Lars Pagel for part-time employment for the 2020-2021 winter maintenance season effective October 26, 2020.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1426 **Version:** 1 **Name:** Liquor License Renewals
Type: Agenda Item **Status:** Consent Agenda
File created: 10/21/2020 **In control:** City Council
On agenda: 10/26/2020 **Final action:**
Title: Consider approving liquor licenses for 2021, contingent upon receipt of all required fees and documentation.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Consider approving liquor licenses for 2021, contingent upon receipt of all required fees and documentation.

Background Information:

All City of Grand Rapids liquor licenses will expire on December 31, 2020. Licenses for January - December 2021 are as follows:

3.2 Off-Sale

Holiday Stationstores #248
 Holiday Stationstores #162
 Super One Foods #515
 Super One Foods #520

Brewer Off-sale, Taproom, Brewpub
 Klockow Brewing Co.
 Rapids Brewing Co.

3.2 On-Sale

Itasca Curling Club
 Fuji Japanese Restaurant
 Brewed Awakenings
 Pizza Hut

Off-Sale
 Frontier Liquors
 Super One Liquor
 Pokegama Plaza Liquor
 Wal-Mart Supercenter #1609

Wine On-Sale

Fuji Japanese Restaurant
 Brewed Awakenings
 Pizza Hut

Club On-Sale
 American Legion
 Moose Lodge
 VFW Club

On-Sale Liquor

Applebee's	Timberlake
El Potro	Pokegama Grill
Boulder Tap House	Thunder Alley XL
Dutch Room	Sammy's Pizza
Eagles Club	Toivo's
Forest Lake	Hotel Rapids

NoPo Coffee Co.

Rapids Brewing Co.

Staff Recommendation:

Approve licenses and authorize staff to move forward with issuance.

Requested City Council Action

Make a motion approving 2021 liquor license contingent upon receipt of all required fees and documentation.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1427 **Version:** 1 **Name:** Election Judges
Type: Agenda Item **Status:** Consent Agenda
File created: 10/21/2020 **In control:** City Council
On agenda: 10/26/2020 **Final action:**
Title: Consider approving additional election judges to serve at the General Election on November 3, 2020.
Sponsors:
Indexes:
Code sections:
Attachments: [Trained Election Judge](#)

Date	Ver.	Action By	Action	Result
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Consider approving additional election judges to serve at the General Election on November 3, 2020.

Background Information:

With a higher than average voter turnout expected, staff are requesting the addition of more election judges to serve at polling places with the City of Grand Rapids. Each Judge has been trained and certified, their names provided to us by the Itasca County Election official.

Staff Recommendation:

Approve additional staff.

Requested City Council Action

Make a motion authorizing the hiring of additional election judges from the attached list.

Trained Election Judge

Jan Ulehers

Jeannette Ritter

Judy Rygh

Sue Campbell

Carol Roskoski

Sara Lagergren

Willow Loney

Liv Wyland

Todd Christensen

Cynthia Downing

Katelyn Dorry

Wade Paulouski

LaMar Courier

Bill Schnell

Therse Nett

Lori Keute

Keri Erickson

Vernard Hawkinson

Cindy Hawkinson



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1431 **Version:** 1 **Name:** 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.

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

File created: 10/22/2020 **In control:** City Council

On agenda: 10/26/2020 **Final action:**

Title: 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.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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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.

Background Information:

The City of Grand Rapids usually sells their used police vehicles at auction. We were approached by Hibbing Community College again and they asked us if we had any used squad cars they could purchase from us. We have two (2) used squads we were going to sell at auction; they would like to purchase both of them.

Kelly Blue book listing for the 2011 Dodge Charger is priced between \$4,056.00 and \$5,993.00. They are willing to pay us \$5,025.00 for it. The 2012 Dodge Durango Kelly Blue book listing is priced between \$5,058.00 and \$6,745.00. They are willing to pay us \$5,902.00 for it. We would like to sell these vehicles to Hibbing Community College for a total of \$10,927.00. The money will go into the general fund.

Description of vehicles to be sold:

- 2011 Dodge Charger, VIN #, 2B3CL1CG9BH557072, mileage 123,000
- 2012 Dodge Durango, VIN #, 1C4RDJAG6CC295332, mileage 129,000

Staff Recommendation:

Consider a motion authorizing the Grand Rapids Police Department to sell a 2011 Dodge Charger Police Squad car for \$5,025.00 and a 2012 Dodge Durango Police Squad car for \$5,902.00 to Arrowhead Regional Law Enforcement Training/Hibbing Community College for a total amount of \$10,927.00.

Requested City Council Action

Make a motion authorizing the Grand Rapids Police Department to sell a 2011 Dodge Charger Police Squad car for

\$5,025.00 and a 2012 Dodge Durango Police Squad car for \$5,902.00 to Arrowhead Regional Law Enforcement Training/Hibbing Community College for a total amount of \$10,927.00.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	20-1433	Version:	1	Name:	ODC Transitional Work Program Contract Agreement
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	10/22/2020	In control:		In control:	City Council
On agenda:	10/26/2020	Final action:			
Title:	Consider entering into Occupational Development Center, Inc.'s Transitional Work Program Contract Agreement for the 2020-2021 Winter Snow Removal Season.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2020-21 Transitional Work Program Contract Agreement				

Date	Ver.	Action By	Action	Result
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Consider entering into Occupational Development Center, Inc.'s Transitional Work Program Contract Agreement for the 2020-2021 Winter Snow Removal Season.

Background Information:

The Public Works Department has partnered with ODC for chore services since 1989. ODC's employees work throughout the year at a variety of city venues. They rake in the spring, mow in the summer and remove snow from the Fire Hall, City Hall, Central School, Library, Civic Center, walking trails and bridges. Their contract fee for this year is at a rate of \$110 per hour beginning 10-1-2020 and ending 5-31-2020. The fee includes a supervisor, three to five employees, equipment and de-icing products. Please see the attached ODC Agreement.

Staff Recommendation:

Matt Wegwerth, Public Works Director, recommends entering into the Agreement with ODC for the 2020-2021 Winter Snow Removal Season.

Requested City Council Action

Make a motion to enter into ODC's Transitional Work Program Contract Agreement for the 2020-2021 Winter Snow Removal Season at a rate of \$110.00 per hour beginning 10-1-2020 and ending 5-31-2021.



**TRANSITIONAL WORK PROGRAM
CONTRACT AGREEMENT BETWEEN**

Grand Rapids Public Works
AND

OCCUPATIONAL DEVELOPMENT CENTER, INC.

The purpose of this agreement is to outline conditions for person served at the Occupational Development Center, Inc. who will participate in a Transitional Work Program of **Snow Removal** at **Grand Rapids Public Works beginning 10/1/2020** and shall be end on **5/31/2021** ,or when changes in the duties and responsibilities occur. This contract is subject to change if there is an increase in minimum wage. At that time a new price will be negotiated.

The Occupational Development Center, Inc. agrees to the following as indicated by X's in the box.

- 1. Provide a staff trainer at the employment site to ensure that the person Served can fulfill job task assignments. The staff trainer's time will vary dependent upon the person served involved.
- 2. Will maintain and satisfy all payroll requirements for the Person Served participating under this agreement (i.e. Worker's Compensation, Social Security, Wage & Hour, etc.).
- 3. Schedule will be as follows: **As deemed necessary per Job Coach unless otherwise specified in this contract. When icy will de-ice walk-way with salt**
- 4. Arrange transportation to and from **Grand Rapids Public Works at these locations old central school, library, bridge, city hall, Parks and around town**

Grand Rapids Public Works agrees to the following by X's in the box.
(Name of Business)

- 1. Provide a worksite within their facility to train and assess the person served in the duties listed below.
- 2. Will reimburse the Occupational Development Center, Inc. at quoted price, which will include wages and related overhead costs at **\$110.00** Per Labor Hour.
****Minimum of one hour billed per visit. ****
- 3. Will complete appropriate employee evaluation forms as requested by the Occupational Development Center, Inc.
- 4. Other:

Number of Person Served covered by this agreement (this number will not change unless prior authorization is received): **3 and a job coach**

Duties to be performed **Shoveling, snow blowing, scrapping ice; de-ice**
Days per week: **as needed per weather condition**

The Occupational Development Center, Inc. will bill monthly at the agreed upon price for hours worked by employee(s).

This Agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days notice in writing delivered by mail or in person.

I (We) agree to the terms of this Agreement:

Rinna Waters; Program Specialist

Contracting Business Signatures

ODC Signatures

_____/_____/_____
Date

_____/_____/_____
Date



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1438 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 10/23/2020 **In control:** City Council
On agenda: 10/26/2020 **Final action:**

Title: 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.

Sponsors:

Indexes:

Code sections:

Attachments: [Resolution Accepting IRRR development infrastructure grant for MDI project](#)
[IRRR Grant Agreement - MDI Expansion](#)
[IRRR Exhibits to Grant Agreement - MDI Expansion](#)
[Narrative for MDI Hollow Core Profile Extruder Project](#)

Date	Ver.	Action By	Action	Result
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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.

Background Information:

At their meeting on October 6th, the Minnesota Department of Iron Range Resources and Rehabilitation Board approved the City of Grand Rapids' request for a \$250,000 Development Infrastructure Grant, which will support Minnesota Diversified Industries' (MDI) planned expansion through the addition of a polypropylene extrusion line. The new extrusion line will allow MDI to produce their own hollow core polypropylene sheets for their manufacturing processes, in addition to their current capabilities for polyethylene sheets. This addition will allow MDI to expand their market through added efficiency in this expanding area of business. The project is project to increase employment in the Grand Rapids and Cohasset facilities by 60 full time positions over the next ten years. (Refer to Grant Narrative for Additional Details)

Requested City Council Action

Pass a motion adopting 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.

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

RESOLUTION NO. 20-

A RESOLUTION ACCEPTING A \$250,000.00 GRANT FROM THE MINNESOTA DEPARTMENT OF IRON RANGE RESOURCES AND REHABILITATION (IRRR) DEVELOPMENT INFRASTRUCTURE PROGRAM FOR WORK ASSOCIATED WITH THE MINNESOTA DIVERSIFIED INDUSTRIES EXPANSION

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, that the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the \$250,000.00 Development Infrastructure grant award from the IRRR for the expansion of Minnesota Diversified Industries in Grand Rapids.

Adopted this 26th day of October, 2020.

Dale Adams, Mayor

Attest:

Kimberly 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.

**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT**

PO ID 3000008100	PO Date October 9, 2020		Fiscal Year 2021	Grant Award \$250,000.00
Vendor ID 0000195352	Fund 2370	Fin Dept ID B4335340	Approp ID B43TCPJ	Account 441352

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of the Department of Iron Range Resources and Rehabilitation ("hereinafter, Iron Range Resources and Rehabilitation or State") and Grand Rapids City of - 420 North Pokegama Avenue, Grand Rapids, Minnesota, 55744 ("GRANTEE").

Recitals

1. Under Minn. Stat. Sec. 298.22 and 298.223 Minnesota Statutes Section 298.22, subdivision 13 and pursuant to Iron Range Resources and Rehabilitation Board Resolution No. 21-001 the State is empowered to enter into this grant contract agreement.
2. As part of its mission, Iron Range Resources and Rehabilitation will grant funds for local economic development projects located within the Taconite Assistance Area defined in Minn. Stat. Sec. 273.1341. Iron Range Resources and Rehabilitation has determined that completion of this project will support those purposes.
3. The State is in need of the duties specified in Exhibit A, which is attached and incorporated into this grant contract agreement.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn. Stat. Sec. 16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 Effective date:

October 12, 2020, Per Minn. Stat. Sec. 16B.98, Subd. 5, **the Grantee must not begin work until this grant contract agreement is fully executed and the the State's Authorized Representative has notified the Grantee that work may commence.** Per, Minn. Stat. Sec. 16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 Expiration date:

December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms.

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will: perform the duties specified in Exhibit A which is attached hereto and incorporated into this grant contract. The grantee will comply with required grants management policies and procedures set forth through Minn. Stat. Sec. 16B.97, Subd. 4 (a) (1).

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) Compensation

The Grantee will be paid according to the breakdown of costs contained in Exhibit B, which is attached hereto and incorporated into this grant contract.

(b) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will be according to the breakdown of costs contained in Exhibit B; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$250,000.00 and be in accordance with the breakdown of costs contained in Exhibit B.

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the breakdown of costs contained in Exhibit B.

(b) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements

Per Minn. Stat. Sec. 471.345, grantees that are municipalities as defined in Subd. 1 must follow

the law.

(a) For projects that include construction work, prevailing wage rates must be paid pursuant to Minn. Stat. Sec.177.41-177.44 and per the Iron Range Resources and Rehabilitation Board Resolution No. FY96-005, which is attached hereto and incorporated by reference into this grant contract as Exhibit C (for projects that include construction work). Consequently, the bid request must state the project is subject to the payment of *prevailing wages*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

(b) The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Chris Ismil, 4261 Hwy 53 S, Eveleth, Minnesota, 55734, (218) 735-3010, chris.ismil@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Rob Mattei, 420 North Pokegama Avenue, Grand Rapids, Minnesota, 55744, 218-326-7600, rmattei@ci.grand-rapids.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. Sec. 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. Ch.13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

10.2 Intellectual Property Rights

The State shall own all rights, title and interest in any intellectual property that is derived or developed pursuant to this grant contract, including but not limited to copyrights, patents, trade secrets, trademarks and service marks in any works or documents created and paid for pursuant to this contract.

11 Workers Compensation

The Grantee certifies that it is in compliance with Minn. Stat. Sec.176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity

Any publicity regarding the subject matter of this grant contract must identify the Department of Iron Range Resources and Rehabilitation as the sponsoring agency and must not be released without prior written approval from the Iron Range Resources and Rehabilitation's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

12.2 Endorsement

The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 Termination by the State

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract if:

- (a) It does not obtain funding from the Minnesota Legislature (*State grant funds only*).
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

Under Minn. Stat. Sec.270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 Provisions

Specifically, but without limitation, GRANTEE shall comply with and, to the extent required by law shall require its contractors and subcontractors performing work on the Project to comply with: Minn. Stat. Sec. 181.59 (Non-discrimination); Minn. Stat. Sec.116J.871 and 177.43 (Prevailing

Wages); Minn. Stat. Sec. 574.26 (Payment and Performance Bonds); Minn. Stat. Sec. 363A.36 (Certificate of Compliance for private entities); and Minn. Stat. Sec.116L.66 (Job Listings for grants of \$200,000 or more to any private entity), and the American's with Disabilities Act 42 U.S.C.A. Sect. 12101.

The grant is subject to the provisions in Minn. Stat. Sec. 16B.97 and .98.

This document may be executed in counterparts. The parties may provide electronic signatures pursuant to the authority of Minn. Stat. Ch. 325L.

1. STATE ENCUMBRANCE VERIFICATION

3. STATE AGENCY

Individual certifies that funds have been encumbered as required by Minn. Stat." 16A.15

Electronically Approved and Signed
Signed: Bob Scuffy
Title: Accounting Director
Date: October 9, 2020

Electronically Approved and Signed
By: Mark R Phillips
Title: Commissioner
Date: October 12, 2020

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative

EXHIBIT A: DUTIES

The Grantee, who is not an Agency employee, will use the Department of Iron Range Resources and Rehabilitation (Agency) monies provided to the city of Grand Rapids for electrical utility and HVAC upgrades for the expansion of Minnesota Diversified Industries in Grand Rapids.

The agency requires a 1:1 match per project. In-kind materials and/or labor ARE NOT eligible towards the project.

Eligible expenses are outlined in the budget of the application. Related expenses must be pre-approved by the agency's Authorized Representative.

REPORTING REQUIREMENTS:

The grantee will submit a progress report to the Department of Iron Range Resources and Rehabilitation if the grant period exceeds 12 months.

The grantee will submit a final report to the agency prior to final disbursement of grant funds.

The agency's authorized representative may conduct a site visit or call as a monitoring requirement for the project.

ACKNOWLEDGEMENT:

As a condition of receiving grant funding, grantee agrees to acknowledgment of the grant by displaying signage that is clearly visible to the public. Signage will be provided by Iron Range Resources and Rehabilitation, and may be in the form of a plaque, construction site board, window decal, or other signage.

EXHIBIT B: PAYMENTS

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$250,000.00. The Department of Iron Range Resources and Rehabilitation will promptly pay the Grantee after the Grantee presents itemized invoices for the services actually performed and the agency's Authorized Representatives accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:
reimbursement upon submission of invoices upon completion of stages of work on the project and/or completion of the entire project done in accordance with this Agreement.

Architectural and engineering fees in excess of 10% of the total infrastructure and structural reinforcement costs are ineligible for reimbursement.

EXHIBIT C:
Department of Iron Range Resources and Rehabilitation
Prevailing Wage Conditions for Construction Projects

IRON RANGE RESOURCES AND
REHABILITATION BOARD OF THE STATE
OF MINNESOTA

Resolution No.: FY96-005

WHEREAS, the Board is authorized and required under the provisions of Minnesota Statutes: Section 298.22, subdivision 2; Section 298.223, Subdivision 2; and Section 298.296, subdivision 2, to approve projects before any funds made available to the Commissioner under any such section (hereafter referred to as "IRRRB Funds") may be expended; and

WHEREAS, the Board met in open session on Friday, March 22, 1996, at Room 229, in the State Capitol Building, St. Paul, Minnesota, to consider the approval of various projects to be financed with IRRRB Funds, and at such meeting considered and discussed whether or under what circumstances wages should be paid to workers on IRRRB funded projects at rates which are consistent with the prevailing wage requirements for projects subject to Minnesota Statutes Sections 177.41 to 177.44;

WHEREAS, the Board on Monday, April 29, 1996, met in open session at the IRRRB Building at Eveleth, Minnesota, and further considered the matter of its policy on prevailing wages; and

WHEREAS, on the basis of such discussions and considerations the Board has determined that a policy statement regarding the payment of prevailing wages on IRRRB funded projects should be adopted so that it can be referred to and incorporated by reference as a condition of the Board's approval of specific projects which from time to time hereafter are submitted to it by the Commissioner for approval;

NOW, THEREFORE, BE IT RESOLVED that when the Board determines to invoke or apply a prevailing wage condition on a project, it intends that substantially the following language be inserted in the contract:

This Board's approval of funding for this project is subject to the further condition that the Grantee/Borrower must, before any IRRRB funds are paid or released, first certify to the commissioners of labor and industry and of Iron Range Resources and Rehabilitation that it will pay or require to be paid to all laborers, workers and mechanics performing work at the Project Site being financed in whole or in part with such IRRRB funds, wages at a rate not less than the prevailing wage rates as defined in Minnesota Statutes § 177.42, subdivision 6, as amended. The term "Project Site" shall include not only the immediate physical location at which the improvements funded in whole or in part by these approved IRRRB funds are to be made, but also any other areas of substantially concurrent construction work within the same building or on the same or a connected parcel of land which is being done by the grantee/borrower or by a private business entity in association with the Grantee's/Borrower's project or in contractual reliance upon its being done.

BE IT FURTHER RESOLVED that this resolution may hereafter be referenced and referred to as "Resolution 96-005"
PASSED AND ADOPTED BY VOTE OF THE IRON RANGE RESOURCES AND REHABILITATION BOARD
THIS 29th DAY OF APRIL, 1996

AYES: _____
NAYS: _____
ABSTENTIONS: _____
ABSENT: _____

Signed: _____
Representative Irv Anderson
Chairman of the Board

Narrative for Grand Rapids MDI Hollow Core Profile Extruder Project

Minnesota Diversified Industries (MDI) is a manufacturer of corrugated standard and custom plastic packaging solutions, production assembly and environmental services. Headquartered in Minneapolis, MDI functions as a non-profit, through a Social Enterprise model, creating self-sufficiency in its employees, nearly half of which are people with disabilities, by providing meaningful work in supportive environment. MDI operates manufacturing facilities in Hibbing, Grand Rapids and Cohasset where they currently employ 88, 46 and 76, FTE positions, respectively.

MDI is seeking new business opportunities to grow and become more sustainable for the long term. In MDI's case, these efforts serve two bottoms lines – one financial and the other mission oriented. For the past four years, MDI's efforts to secure new business and create new jobs have been largely focused on developing capacity and inroads to enter the polypropylene plastic market. This market is closely related to our existing polyethylene plastic business line (USPS postal totes, trays, and a wide variety of commercial products) and requires much of the same knowledge and equipment. The advantage of polypropylene over polyethylene is that it produces a more rigid product with cleaner lines and stronger hinges. It is used to make collapsible and reusable plastic boxes, trays, and containers that can help store, protect, and move product. Across the globe, polypropylene is by far the dominant material preferred by business-to-business customers.

As a prospective major business line for MDI, polypropylene is attractive for two reasons. One, the market that is aligned with MDI's capabilities is estimated at up to \$200 million annually. Two, entrance to the market can be gained relatively easily, inexpensively, and via MDI's existing channels of distribution. Since 2016, MDI has been purchasing polypropylene sheet stock and using their die cutter and printing operations to create custom packaging products. In 2019, MDI's resulting sales of polypropylene products neared \$1 million.

The challenge (and opportunity) of polypropylene for MDI is that its potential within this market is currently limited. First, MDI is buying its polypropylene sheets from manufacturers in India and the United States. While significantly less expensive, the sheets from India require as long as a 14-week lead-time, making it nearly impossible for MDI to adequately respond to many bid requests. The sheets from manufacturers in the United States can be turned around in two weeks, but they come at a cost nearly 35 percent more. Finally, an estimated 50 percent of the polypropylene MDI does purchase is lost as scrap during the die cutting process. This scrap can be sold, but at a fraction of the original cost. The resulting loss directly affects margins and compounds MDI's inability to respond to bid requests.

In total, MDI estimates more than \$5 million in potential business has been lost over the past three years because of unfavorable conditions caused by lead times, sheet costs, and projected waste.

Over the past nine months, MDI has been laying the groundwork for the purchase and installation of a hollow core profile extrusion line that will allow MDI to make its own polypropylene sheets. As part of this effort, MDI has conducted extensive research including evaluation of the polypropylene market.

Based on extensive analysis of the polypropylene market as well as study of the various options for a new extruder line, MDI has demonstrated the investment will reduce product costs, improve margins, and make their polypropylene products more competitive.

The new line will position MDI to take advantage of the market trend toward reusable plastic packaging, and expand and expedite possibilities within the commercial market segment.

The new line will support sustainability and diversification for MDI as a whole and will primarily support new jobs in Grand Rapids and Cohasset (While extrusion of the polypropylene sheets will take place in Grand Rapids, the subsequent conversion work will primarily be conducted by employees working in Cohasset.)

The addition of the new extruder will help MDI generate an estimated \$3.2 million in polypropylene sales in five years and \$6.5 million in 10 years. (See below)

The new extruder will help MDI employ an additional eight employees one year after installation, 13 after two years, and 18 after three years (Currently, 13 people are employed as a result of MDI's existing polypropylene business.) The new employees will be a mix of part and full-time, permanent and contract employees. The ratio of extruder operator technicians to employees who will be employed by resulting conversion work will be 1:3. Extruder operator techs earn minimum wage to \$18/hour. Employees working in conversion earn minimum wage to \$14/hour.

FTE Jobs Created based on Project:

	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR	7 YR	8 YR	9 YR	10 YR
Projected Polypropylene Revenue After Extruder Installation	\$1.7M	\$2.04M	\$2.45M	\$2.82M	\$3.24M	\$3.72M	\$4.28M	\$4.92	\$5.66M	\$6.51M
Total Related Employee Growth (Part time and Fulltime Employees)	21	26	31	35	40	47	54	62	71	81
Total Related Employee Growth as FTE	16	19	23	26	30	35	40	46	52	60
Projected FTE Jobs in Grand Raids	3	4	5	5	6	7	8	9	10	12
Projected FTE Jobs in Cohasset	13	15	18	21	24	28	32	37	42	48

Project Milestones:

- Obtain financial commitment from all project partners (By Fall 2020)
- Submit equipment order (Fall 2020)
- Complete infrastructure and electrical modifications in Grand Rapids facility (Spring 2021)
- Install new extruder line (Fall 2021)

This project is aligned with the newly adopted *Grow Grand Rapids 2040 Comprehensive Plan* goals for creating jobs and income and enabling the retention and expansion of existing businesses.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1439 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 10/23/2020 **In control:** City Council
On agenda: 10/26/2020 **Final action:**
Title: 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.

Sponsors:

Indexes:

Code sections:

Attachments: [Resolution Accepting IRRR development infrastructure grant for GRPUC Solar project](#)
[IRRR Grant Agreement - Solar Project](#)
[IRRR Exhibits to Grant Agreement - Solar Project](#)
[Narrative for Grand Rapids Solar Plus Energy Storage Resources Project](#)

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

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.

Background Information:

At their October 6th meeting, the Minnesota IRRR Board approved a request from the City of Grand Rapids for a \$230,000 Community Infrastructure program grant to support the Grand Rapids PUC lead project to complete the construction of a 2 MW solar energy array and a 2.5 MWh energy storage project to be completed on a 15 acre tract of land owned by the Grand Rapids/Itasca County Airport. The proposed project will allow for the storage of collected solar energy, which will be utilized during peak demand times to lower demand charges that are passed on to the 7,200 Grand Rapids PUC electrical customers. (Refer to grant narrative for additional details)

Requested City Council Action

Pass a motion adopting 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.

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

RESOLUTION NO. 20-

A RESOLUTION ACCEPTING A \$230,000.00 GRANT FROM THE MINNESOTA DEPARTMENT OF IRON RANGE RESOURCES AND REHABILITATION (IRRR) COMMUNITY INFRASTRUCTURE PROGRAM FOR SITE WORK ASSOCIATED WITH THE GRAND RAPIDS PUC SOLAR ARRAY AND STORAGE PROJECT

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, that the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the \$230,000.00 Community Infrastructure grant award from the IRRR for the Grand Rapids Public Utilities Commission Solar Array and Storage Project.

Adopted this 26th day of October, 2020.

Dale Adams, Mayor

Attest:

Kimberly 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.

**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT**

PO ID 3000008101	PO Date October 9, 2020		Fiscal Year 2021	Grant Award \$230,000.00
Vendor ID 0000195352	Fund 2370	Fin Dept ID B4335340	Approp ID B43TCPJ	Account 441352

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of the Department of Iron Range Resources and Rehabilitation ("hereinafter, Iron Range Resources and Rehabilitation or State") and Grand Rapids City of - 420 North Pokegama Avenue, Grand Rapids, Minnesota, 55744 ("GRANTEE").

Recitals

1. Under Minn. Stat. Sec. 298.22 and 298.223 Minnesota Statutes Section 298.22, subdivision 13 and pursuant to Iron Range Resources and Rehabilitation Board Resolution No. 21-001 the State is empowered to enter into this grant contract agreement.
2. As part of its mission, Iron Range Resources and Rehabilitation will grant funds for local economic development projects located within the Taconite Assistance Area defined in Minn. Stat. Sec. 273.1341. Iron Range Resources and Rehabilitation has determined that completion of this project will support those purposes.
3. The State is in need of the duties specified in Exhibit A, which is attached and incorporated into this grant contract agreement.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn. Stat. Sec. 16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 Effective date:

October 12, 2020, Per Minn. Stat. Sec. 16B.98, Subd. 5, **the Grantee must not begin work until this grant contract agreement is fully executed and the the State's Authorized Representative has notified the Grantee that work may commence.** Per, Minn. Stat. Sec. 16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 Expiration date:

December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms.

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will: perform the duties specified in Exhibit A which is attached hereto and incorporated into this grant contract. The grantee will comply with required grants management policies and procedures set forth through Minn. Stat. Sec. 16B.97, Subd. 4 (a) (1).

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) Compensation

The Grantee will be paid according to the breakdown of costs contained in Exhibit B, which is attached hereto and incorporated into this grant contract.

(b) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will be according to the breakdown of costs contained in Exhibit B; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$230,000.00 and be in accordance with the breakdown of costs contained in Exhibit B.

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the breakdown of costs contained in Exhibit B.

(b) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements

Per Minn. Stat. Sec. 471.345, grantees that are municipalities as defined in Subd. 1 must follow

the law.

(a) For projects that include construction work, prevailing wage rates must be paid pursuant to Minn. Stat. Sec.177.41-177.44 and per the Iron Range Resources and Rehabilitation Board Resolution No. FY96-005, which is attached hereto and incorporated by reference into this grant contract as Exhibit C (for projects that include construction work). Consequently, the bid request must state the project is subject to the payment of *prevailing wages*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

(b) The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Chris Ismil, 4261 Hwy 53 S, Eveleth, Minnesota, 55734, (218) 735-3010, chris.ismil@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Rob Mattei, 420 North Pokegama Avenue, Grand Rapids, Minnesota, 55744, 218-326-7600, rmattei@ci.grand-rapids.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. Sec. 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. Ch.13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

10.2 Intellectual Property Rights

The State shall own all rights, title and interest in any intellectual property that is derived or developed pursuant to this grant contract, including but not limited to copyrights, patents, trade secrets, trademarks and service marks in any works or documents created and paid for pursuant to this contract.

11 Workers Compensation

The Grantee certifies that it is in compliance with Minn. Stat. Sec.176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity

Any publicity regarding the subject matter of this grant contract must identify the Department of Iron Range Resources and Rehabilitation as the sponsoring agency and must not be released without prior written approval from the Iron Range Resources and Rehabilitation's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

12.2 Endorsement

The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 Termination by the State

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract if:

- (a) It does not obtain funding from the Minnesota Legislature (*State grant funds only*).
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

Under Minn. Stat. Sec.270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

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Specifically, but without limitation, GRANTEE shall comply with and, to the extent required by law shall require its contractors and subcontractors performing work on the Project to comply with: Minn. Stat. Sec. 181.59 (Non-discrimination); Minn. Stat. Sec.116J.871 and 177.43 (Prevailing

Wages); Minn. Stat. Sec. 574.26 (Payment and Performance Bonds); Minn. Stat. Sec. 363A.36 (Certificate of Compliance for private entities); and Minn. Stat. Sec.116L.66 (Job Listings for grants of \$200,000 or more to any private entity), and the American's with Disabilities Act 42 U.S.C.A. Sect. 12101.

The grant is subject to the provisions in Minn. Stat. Sec. 16B.97 and .98.

This document may be executed in counterparts. The parties may provide electronic signatures pursuant to the authority of Minn. Stat. Ch. 325L.

1. STATE ENCUMBRANCE VERIFICATION

3. STATE AGENCY

Individual certifies that funds have been encumbered as required by Minn. Stat." 16A.15

Electronically Approved and Signed
Signed: Bob Scuffy
Title: Accounting Director
Date: October 9, 2020

Electronically Approved and Signed
By: Mark R Phillips
Title: Commissioner
Date: October 12, 2020

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative

EXHIBIT A: DUTIES

The Grantee, who is not an Agency employee, will use the Department of Iron Range Resources and Rehabilitation (Agency) monies provided to the city of Grand Rapids for site grading for the construction of a solar array and battery storage unit in Grand Rapids.

The agency requires a 1:1 match per project. In-kind materials and/or labor ARE NOT eligible towards the project.

Eligible expenses are outlined in the budget of the application. Related expenses must be pre-approved by the agency's Authorized Representative.

REPORTING REQUIREMENTS:

The grantee will submit a progress report to the Department of Iron Range Resources and Rehabilitation if the grant period exceeds 12 months.

The grantee will submit a final report to the agency prior to final disbursement of grant funds.

The agency's authorized representative may conduct a site visit or call as a monitoring requirement for the project.

ACKNOWLEDGEMENT:

As a condition of receiving grant funding, grantee agrees to acknowledgment of the grant by displaying signage that is clearly visible to the public. Signage will be provided by Iron Range Resources and Rehabilitation, and may be in the form of a plaque, construction site board, window decal, or other signage.

EXHIBIT B: PAYMENTS

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$230,000.00. The Department of Iron Range Resources and Rehabilitation will promptly pay the Grantee after the Grantee presents itemized invoices for the services actually performed and the agency's Authorized Representatives accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:
reimbursement upon submission of invoices upon completion of stages of work on the project and/or completion of the entire project done in accordance with this Agreement.

Architectural and engineering fees in excess of 10% of the total infrastructure and structural reinforcement costs are ineligible for reimbursement.

EXHIBIT C:
Department of Iron Range Resources and Rehabilitation
Prevailing Wage Conditions for Construction Projects

IRON RANGE RESOURCES AND
REHABILITATION BOARD OF THE STATE
OF MINNESOTA

Resolution No.: FY96-005

WHEREAS, the Board is authorized and required under the provisions of Minnesota Statutes: Section 298.22, subdivision 2; Section 298.223, Subdivision 2; and Section 298.296, subdivision 2, to approve projects before any funds made available to the Commissioner under any such section (hereafter referred to as "IRRRB Funds") may be expended; and

WHEREAS, the Board met in open session on Friday, March 22, 1996, at Room 229, in the State Capitol Building, St. Paul, Minnesota, to consider the approval of various projects to be financed with IRRRB Funds, and at such meeting considered and discussed whether or under what circumstances wages should be paid to workers on IRRRB funded projects at rates which are consistent with the prevailing wage requirements for projects subject to Minnesota Statutes Sections 177.41 to 177.44;

WHEREAS, the Board on Monday, April 29, 1996, met in open session at the IRRRB Building at Eveleth, Minnesota, and further considered the matter of its policy on prevailing wages; and

WHEREAS, on the basis of such discussions and considerations the Board has determined that a policy statement regarding the payment of prevailing wages on IRRRB funded projects should be adopted so that it can be referred to and incorporated by reference as a condition of the Board's approval of specific projects which from time to time hereafter are submitted to it by the Commissioner for approval;

NOW, THEREFORE, BE IT RESOLVED that when the Board determines to invoke or apply a prevailing wage condition on a project, it intends that substantially the following language be inserted in the contract:

This Board's approval of funding for this project is subject to the further condition that the Grantee/Borrower must, before any IRRRB funds are paid or released, first certify to the commissioners of labor and industry and of Iron Range Resources and Rehabilitation that it will pay or require to be paid to all laborers, workers and mechanics performing work at the Project Site being financed in whole or in part with such IRRRB funds, wages at a rate not less than the prevailing wage rates as defined in Minnesota Statutes § 177.42, subdivision 6, as amended. The term "Project Site" shall include not only the immediate physical location at which the improvements funded in whole or in part by these approved IRRRB funds are to be made, but also any other areas of substantially concurrent construction work within the same building or on the same or a connected parcel of land which is being done by the grantee/borrower or by a private business entity in association with the Grantee's/Borrower's project or in contractual reliance upon its being done.

BE IT FURTHER RESOLVED that this resolution may hereafter be referenced and referred to as "Resolution 96-005"
PASSED AND ADOPTED BY VOTE OF THE IRON RANGE RESOURCES AND REHABILITATION BOARD
THIS 29th DAY OF APRIL, 1996

AYES: _____
NAYS: _____
ABSTENTIONS: _____
ABSENT: _____

Signed: _____
Representative Irv Anderson
Chairman of the Board

Narrative for Grand Rapids Solar Plus Energy Storage Resources Project

The Grand Rapids Public Utilities Commission (GRPUC), in partnership with Minnesota Power (MP), the wholesale power provider for the City, are responding to community interest in the creation of a cost effective solar array and solar energy storage resource to provide competitively priced solar power to the 7,200 electric customers in the GRPUC service area. The GRPUC will use the attributes of the project to launch a community solar program with access for educational opportunities and economically control its peak electric demand.

Under this proposed project and upon negotiating a long-term (25-year) contract with MP for the purchase of the power and energy storage, a qualified private company (Developer) will construct, own and operate the 2MW solar array and 2.5MWh. energy storage infrastructure. Private ownership of the facility will allow access to Federal Investment Tax Credits, enhancing the projects economic viability. MP and the GRPUC issued a RFP and the qualified responses are under review.

The preferred site for the project is a 15-acre City owned parcel in the Airport Safety A & B-Zones, west of 7th Avenue SE, corresponding with the west approach to the Airport Crosswind Runway (map attached). This is the preferred site for two reasons. The first is that restrictions in airport safety zones severely limit development; however, the FAA permits the development of a solar array, which would make productive, taxable, use of property that will otherwise continue to be vacant.

Secondly, the income received from leasing the land to the developer at a commercial rate, which is also required by the FAA, must be used to support Grand Rapids/Itasca County Airport operational costs. This is important because the loss of commercial air service in 2004 dramatically reduced the Federal funding for the Airport, however, the Airport continues to be a critical economic asset to our area that must be adequately maintained for private commercial and general aviation use. The commercial leasing of this 15-acre property will generate approximately \$15,000 of funding for the Airport annually for the proposed 25-year term of the lease with the selected Developer.

While there is an active group of community members, calling themselves the Itasca Clean Energy Team, that are supportive of the project, there are also vocal members of the community that object to this project, if it would result in an increase to their rates. The objective of the GRPUC, thus, is to achieve both of those desired outcomes through advancing a project that, at a minimum, reaches the breakeven point and achieves the clean energy benefits.

The energy storage component of this project provides the opportunity for economic viability. With that component, stored energy will be deployed at times of peak energy usage to reduce demand charges that are currently passed on to rate paying customers. The annual demand charge savings that could be realized ranges between \$0 to \$200K, depending on the solar production and load forecasting effectiveness.

Under the terms of the RFP, the responsibility of site preparation lies with the GRPUC and City, and as such is not included in the proposed power purchase costs submitted by the responding Developers. While the site is already cleared of trees to eliminate flight obstructions, the site must

be graded prior to any installation of the solar equipment. The GRPUC is also responsible for the interconnection between the Developer owned solar equipment and the GRPUC electrical distribution system. This interconnection cost includes electrical and telecom infrastructure, such as transformers, wires and meters.

The addition of the grading and interconnection costs to the project, if fully borne by GRPUC, limits the viability of the project and its potential to reach a breakeven point.

Sources and Uses

Uses:	Sources:			Total
	Developer	GRPUC	MN IRRR	
Solar Array and Storage	\$3,700,000	\$0	\$0	\$3,700,000
Interconnect	\$0	\$145,000	\$0	\$145,000
Grading (Construction)	\$0	\$231,500	\$230,000	\$461,500
Grading (Contingency)	\$0	\$46,150		\$46,150
Grading (Engineering)	\$0	\$54,000		\$54,000
	\$3,700,000	\$476,650	\$230,000	\$4,406,650

IRRR contribution leveraged at a ratio of 19:1

The proposed timeline, if the project is advanced by the GRPUC, would involve grading and construction of the solar infrastructure yet this fall, with commercial operation of the system beginning in early 2021.

While this project will not create permanent jobs in the region, it is estimated to create 10 temporary construction jobs. Very importantly, however, this project creates tax capacity that will lower tax burden in the County and contribute to the Fiscal Disparities pool as well as generate lease revenue that will fund Airport operations.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1441 **Version:** 1 **Name:** Consider rehiring Joseph Rabbers as part-time Hospital Security Officer effective immediately.
Type: Agenda Item **Status:** Consent Agenda
File created: 10/23/2020 **In control:** City Council
On agenda: 10/26/2020 **Final action:**
Title: Consider rehiring Joseph Rabbers as part-time Hospital Security Officer effective immediately.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Consider rehiring Joseph Rabbers as part-time Hospital Security Officer effective immediately.

Background Information:

Joseph Rabbers was hired as a part-time Hospital Security Officer on July 28, 2014. Due to scheduling conflicts, he resigned on April 24, 2017. He is now available for part time work, which will consist of filling holidays, vacations, and sick leave. Because he is already trained, it will be beneficial for the City to hire him back.

Staff Recommendation:

Police Sergeant Kevin Ott and Director of Human Resources Lynn DeGrio are recommending the rehire of Joseph Rabbers as part-time Hospital Security Officer effective immediately.

Requested City Council Action

Make a motion to rehire Joseph Rabbers as part-time Hospital Security Officer effective immediately at a rate of \$20.11 per hour.



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1442 **Version:** 1 **Name:**

Type: Minutes **Status:** Approved

File created: 10/23/2020 **In control:** City Council

On agenda: 10/26/2020 **Final action:**

Title: Review and acknowledge minutes for boards and commissions.

Sponsors:

Indexes:

Code sections:

Attachments: [September 15, 2020 Golf Board](#)

Date	Ver.	Action By	Action	Result
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Review and acknowledge minutes for boards and commissions.

GRAND RAPIDS GOLF COURSE BOARD
REGULAR MONTHLY MEETING
September 15, 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. Rick McDonald made a motion to accept the minutes of the August 18, 2020. Kelly Kirwin seconded the motion. The motion passed.
- III. Consideration of monthly bills: Rick McDonald made a motion to approve the bills. Kelly Kirwin seconded the motion. The motion passed. Rick McDonald made a motion to approve an additional bill to PA Jones LLC for \$6,198.75. Kelly Kirwin seconded the motion. The motion passed.

AT&T MOBILITY	108.73
AMERIPRIDE SERVICES INC	117.95
BURGGRAF'S ACE HARDWARE	65.31
JAMES V. CARLSON DBA	200.00
CENTRAL LANDSCAPE SUPPLY INC	299.14
CITY OF COHASSET	80.16
COLE HARDWARE INC	39.16
DAVIS OIL INC	1,369.02
GARTNER REFRIGERATION CO	578.50
CITY OF GRAND RAPIDS	30,500.47
GRAND RAPIDS CITY PAYROLL	48,615.52
HAWKINSON SAND & GRAVEL	558.85
L&M SUPPLY	101.13
MN DEPT OF LABOR & INDUSTRY	10.00
MINNESOTA REVENUE	6,328.48
MINNESOTA TORO	720.91
MOR GOLF AND UTILITY	262.96
NEXTERA COMMUNICATIONS LLC	26.86
NORTHERN LAKES WINDOW CLEANING	149.12
OPERATING ENGINEERS LOCAL #49 P.U.C.	1,527.00
R & R PRODUCTS INC	3,165.50
NORTHERN MN WATER COND DBA	620.94
RAPID PEST CONTROL INC	64.60
ROSS GOLF COURSE	117.56
SIM SUPPLY INC	4,542.86
STANGEL STUMP GRINDING	121.11
STOKES PRINTING & OFFICE	1,175.62
TWINCITIESGOLF.COM INC	55.01
UNUM LIFE INSURANCE CO OF AMER	400.00
WM CORPORATE SERVICES, INC	2.05
CHARLES ROSKOSKI	321.52
KATHLEEN PETERMEIER	200.00
WILLARD LEROY PETERSON	200.00
JEFF FRAZIER	200.00
SCOTT ANDERSON	200.00
JEFF MELLANG	200.00

DENNIS SCHAAR	200.00
ROGER VAN ANDERSON	200.00
RICHARD DOKKEN	200.00
JUDY TAYLOR	200.00
COUNTRY SALES AND SERVICE,LLC	4,665.00
TOTAL ALL VENDORS:	108,911.04

IV. Visitors: None

V. Grounds Superintendent: Steve Ross reported. Fairways aerification should be completed today with tee boxes starting soon. The #7 bunker work will start this fall. Some cart path work will be done as labor and material availability allows. Tree orders will be coordinated with the city. The fall drive around will take place in September by committee. Rick McDonald made a motion to recommend to the Council the approval to purchase a greens mower for \$37,109.31. John Bauer seconded the motion. The motion passed.

VI. Concessions: Bob Cahill reported. The city management team recommended a reduction to the concessionaire contract. Bob will provide more information relating to that process at the next meeting. New outside chairs will be purchased or repaired based upon upcoming information.

VII. Director of Golf: Bob Cahill reported. Financials continue to be very good. Discussions took place regarding maintenance building siding estimates, water fill stations, and infrared heaters on the outside deck.

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. Kelly Kirwin seconded the motion. The motion passed.

Respectfully Submitted,

Larry O'Brien
Recording Secretary



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1440 **Version:** 1 **Name:** GPZ Fuel sensor equipment proposal
Type: Agenda Item **Status:** Engineering\Public Works
File created: 10/23/2020 **In control:** City Council
On agenda: 10/26/2020 **Final action:**
Title: Consider approving a proposal from O'Day Equipment, LLC for fuel sensor equipment at the GPZ airport and authorize payment.

Sponsors:

Indexes:

Code sections:

Attachments: [Grand Rapids Airways Sensors Version 3.1](#)

Date	Ver.	Action By	Action	Result
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Consider approving a proposal from O'Day Equipment, LLC for fuel sensor equipment at the GPZ airport and authorize payment.

Background Information:

The Grand Rapids / Itasca County Airport owns fuel dispensing equipment at the GPZ airport. Per State requirements, fuel equipment needs to have appropriate sensors installed to detect spills and leaks. The attached proposal covers all necessary equipment needed to be in compliance with the MPCA. The project will be funded with CARES monies. A 25% down payment, in the amount of \$2,809.82, is required at the time of ordering. The total proposal is \$11,239.29.

Staff Recommendation:

Matt Wegwerth, Public Works Director, recommends approving a proposal from O'Day Equipment, LLC for fuel sensor equipment at the GPZ airport and authorize payment.

Requested City Council Action

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



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Friday Oct 23, 2020

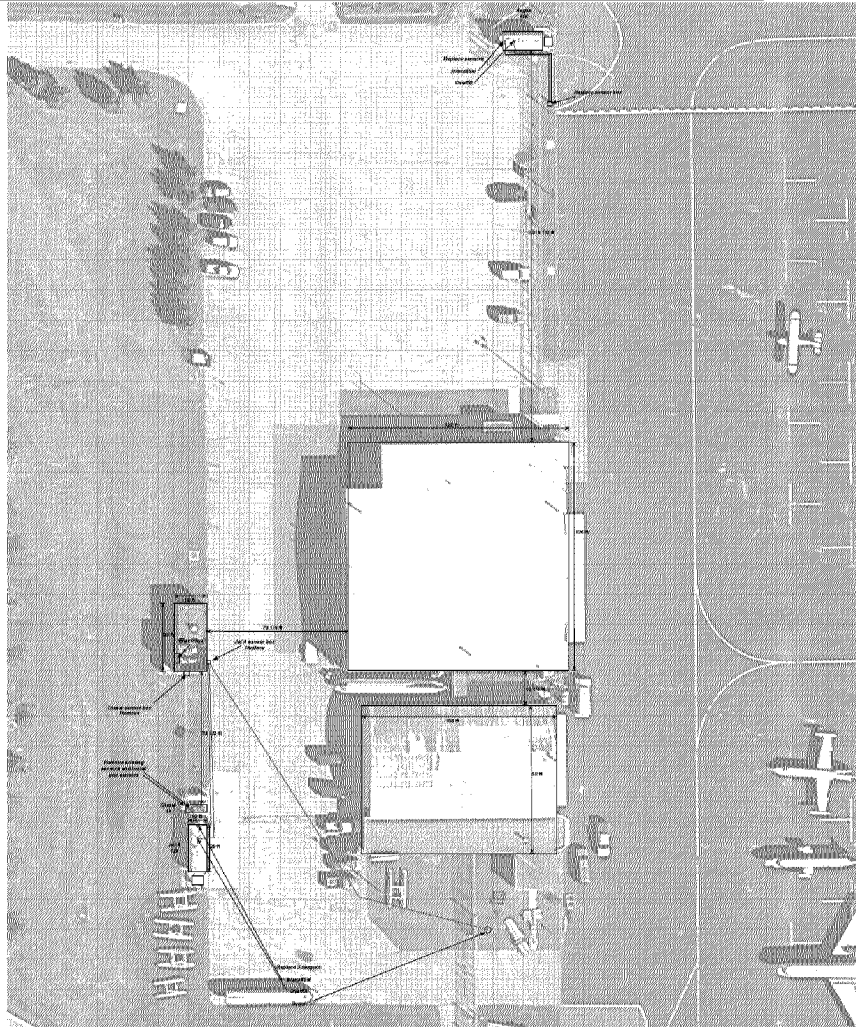
Attn: Matt Wegwerth
GPZ Airport
420 Pokegama Avenue
Grand Rapids, MN 55744

Grand Rapids Airways Sensors Version: 3.1 13613

Dear Matt,

We are pleased to provide the following proposal for replacing (2) Pnumerator sensor boxes, sensors, and install a Mechanical Line Leak Detector on the Jet A line at Airways Aviation Center Inc located at 2002 Airport Rd in Grand Rapids, MN.

Site Drawing:





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Materials:

Location	Quantity	Description
MATERIALS	1.00	2IN X 48IN LIQUID LEVEL GAUGE
	1.00	48 in LEAK GAUGE; Leak Gauge Type K Opening 2" Depth: 48 Ext.: 0 K-2-(043-076)
Leak Detector	1.00	2 in BLK UNION 250#
	1.00	3/4 in X 1/2 in BLK HD BUSHING
	1.00	2 in X 3/4 in BLK BUSHING
	1.00	2 BLK MI 150# TEE
	1.00	3/8" copper roll pipe
	1.00	Misc Fittings 250
	1.00	Leak Detector Housing (T-adapter)
	1.00	Mechanical Line Leak Detector Unit, Franklin, STP-MLD+AG
Pnumerator	1.00	LC 1002A Remote Alarm Includes: (P/N - LC1000-A-03-20-0) ALARM ONE Power On Green LED Light PANELS TWO Visual LED Lights TWO Sensor Inputs TWO Dry Contact Output Relays Automatic Horn Silence (1-9 minutes) Common Audible Horn Test & Reset Buttons NEMA 4X Polycarbonate Enclosure
	1.00	LC 1003A Remote Alarm Includes: (P/N - LC1000-A-03-30-0) ONE Power On Green LED Light THREE Visual LED Lights THREE Sensor Inputs THREE Dry Contact Output Relays Automatic Horn Silence (1-9 minutes) Common Audible Horn Test & Reset Buttons NEMA 4X Polycarbonate Enclosure
	3.00	LEAK LS-600 LD-BN-1 Non-Discriminating, Buna-n Float, Liquid Leak Sensor, Sumps, Disp. Pans, Steel Tanks
	2.00	SK2-RM1 - 2" Leak Sensor Installation Cap Kit for Interstitial Installation 2 \$105.00 \$210.00
	2.00	LS-600 -1-BSHT-8MB-16 Brass Shaft, 16" Set Point, SS Float, Housing, 2" MS Bushing, Manual Test



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Necessary Labor and Expenses to:

- Replace Pnumerator sensor box and sensors on Avgas tank
 - Qty (1) 2 input Sensor Box _LC1000-A-03-20-0 NEMA 4X Wall-Mount Enclosure, 95-95-250 VAC Auto-switching
 - Qty (1) Interstitial Sensor LS600LDBN-1 Buna-N Float, 316SS/Nylon Body, Brass Stem, PVC-Jacketed 25' Cable
 - Qty (1) Overfill Sensor LS600-1-BSHT-8MB-16 LS600-1 w/Housing, 2" MS Bushing, SS Float, Brass Stem, 16" Trip Level, Manual Test
- Replace sensor box and sensors on Jet A tank
 - Qty (1) 3 input Sensor Box _LC1000-A-03-30-0 NEMA 4X Wall-Mount Enclosure, 95-95-250 VAC Auto-switching
 - Qty (1) SK2-RM1 2" Interstitial cap kit
 - Qty (1) Interstitial Sensor LS600LDBN-1 Buna-N Float, 316SS/Nylon Body, Brass Stem, PVC-Jacketed 25' Cable
 - Qty (1) Overfill Sensor LS600-1-BSHT-8MB-16 LS600-1 w/Housing, 2" MS Bushing, SS Float, Brass Stem, 16" Trip Level, Manual Test
 - Qty (1) Sump sensor LS600-LDBN-1 Buna-N Float, 316SS/Nylon Body, Brass Stem, PVC-Jacketed 25' Cable
- Remove Diesel sensor box
- Install Pop sensors for interstitial and overfill for the diesel tank
- Install Qty (1) Mechanical Line Leak detector in the Jet A Line to monitor the existing underground piping.
 - Run copper up to the vent line and install a tee to vent the MLLD

Electrical:

- Disconnect two existing overfill tank alarms and install new using the existing wiring.

Pricing:

Materials:	\$5,163.50
Expenses, Sub-contracted Work:	\$2,730.73
Labor:	\$3,022.80
Subtotal:	\$10,920.14
Use Tax:	\$272.26
Total:	\$11,239.29

Exclusions:

- Permit and building applications fees are not included in the price of this agreement and will be completed with cost plus fifteen percent markup at client's request, shop drawings are included at no fee. Zoning, conditional use permits, engineered stamped plans can be completed at labor & fees plus fifteen percent.



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- Our price does not include repairs or upgrade to Buyer's existing equipment unless noted specifically in the scope of work. Any additional work to Buyer's existing equipment will be done on a time & material basis.
- There will be a 25% restocking for any stock items that have been ordered specifically for this project and it is cancelled by the Buyer. Non-stocked item or special order items cannot be returned.

The following is a list to be completed by the Buyer or Buyer's representative before we begin on-site work to help ensure the project proceeds as smoothly as possible and avoid additional costs.

- Notify all employees of work to be completed.

[] **Initial Payment Terms:** A \$2,809.82 (25%) down payment is required. Invoices will be due 10 days after receipt. Credit Card Payments are limited to \$5,000.00 total for this transaction. Materials ordering require downpayment recieved.

Taxes: Taxes are included.

Acceptance: The equipment will be ready for installation on a date that is mutually agreeable to both parties. O'Day will present an invoice when the equipment is ready to deliver. Please note this contract must be signed and returned to our office and the down payment must be received before any equipment is ordered or manufactured. Once these conditions have been met, we will be able to process your order and schedule the project.

Insurance: O'Day Equipment LLC is covered by Comprehensive General Liability Insurance, including Products and Completed Operations with Environmental Impairment Liability coverage. We also maintain Workers Compensation Insurance.

Warranty: Our warranty is found in Paragraph 4 below. Our Materials and Workmanship warranty does not apply to equipment manufactured by others. Goods manufactured by others are subject to any limitations contained in the manufacturer's terms and conditions extended to the buyer and the provisions of the manufacturer's warranty, either or both of which will be furnished to Owner upon written request.

Delivery: 5-6 weeks from receipt order, subject to confirmation at time of order. This delivery time is estimated and is subject to change. We will confirm the delivery at time of order.

Shipping: All materials are quoted FOB our facility unless stated otherwise.

NOTE: Buyer or its agent will identify to Seller the location of all boundary lines concerned for the completion of this agreement. If Buyer or his agent is incorrect in identifying said boundary lines causing additional expenses to be incurred by Seller for relocating or duplicating completed work because of its relation to the boundary line, the additional expenses will be borne by Buyer.

Before we can order any equipment or materials we need the receipt of this signed agreement along with your down payment deposit. Prices are subject to change after 30 days



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Thank you for the opportunity to furnish this quotation. Please execute this document with your signature to accept, we will not begin processing the order for materials until we receive a signed copy.

O'DAY EQUIPMENT LLC

Chris Parsons
Account Manager

ACCEPTED BY: _____
Signature

DATE: _____

Print

ACCEPTED BY: _____
Signature

DATE: _____

Print

Terms and Conditions:

1. **OFFER AND ACCEPTANCE.** O'Day Equipment, LLC ("Seller") acceptance of Buyer's order to purchase products (the term products includes any services being provided by Seller) described in this proposal to which these Terms and Conditions are made a part of ("Proposal") is expressly made conditional on assent to these Terms and Conditions, which constitute a binding "Contract" between the parties. This Contract constitutes the complete and final agreement between Seller and Buyer for the products. Any additional or different terms or conditions contained in any document furnished by Buyer, including, but not limited to, any purchase order or any acknowledgement, are deemed to be material and are hereby objected to and rejected by Seller. If such agreement shall be deemed an offer or counter-offer by Buyer, Seller expressly rejects such offer or counter-offer and limits acceptance to these Contract terms and expressly objects to any different or additional terms proposed by Buyer. Any actual performance by Buyer or Seller thereafter shall be deemed a renewal of the offer contained in this Contract and acceptance of this Contract without change. In the event of a conflict between the terms of this Contract and the terms of any other document, the terms of this Contract shall control. The offer to sell Seller's products is valid for thirty (30) days from the date of the Proposal.
2. **PAYMENT TERMS.** All prices specified in this Contract are FOB Seller's designated location for delivery. All risk of damage to or loss of the products from any cause whatsoever shall pass to Buyer upon delivery, even is Seller arranges for shipment of the product. Unless otherwise expressly provided on the reverse hereof, payment shall be made within thirty (30) days from the earlier of the date of delivery or the date of an invoice, without discount. Any discount which may be expressly provided in the Proposal applies to sale price of the products at the shipping point, and does not apply to any charges made for taxes, storage, loading or transportation. All payments shall be made in Unites States dollars. Interest will be charges at the rate of eighteen percent (18%) per annum, or the maximum interest rate allowable by applicable law, whichever is lower, on all unpaid invoices. Buyer shall pay all taxes and charges of any nature imposed by any federal, state, or local governmental authority by reason of the sale or delivery of the products whether levied or assessed against Seller, Buyer, or the products. Such applicable taxes or charges, if not included in this Contract, shall be invoiced separately. If in Seller's opinion, reasonable doubt exists as to Buyer's financial condition, Seller may, at any time and without prejudice to any other remedies, suspend or terminate performance of any order, decline to ship, stop any material in transit, or require full or partial payment by Seller in advance.
3. **DELIVERY; TITLE.** Any delivery or promise date indicated on the Proposal is an estimate of the date Seller believes the products will be available for delivery, provided, however, Seller shall not be responsible for any delays in delivery. Title to the products will not pass to Buyer until all required payments have been made to Seller.
4. **WARRANTY.**
 - a. **Limited Warranty; Exclusion of Third Party Components.** Subject to the terms, conditions and limitations contained herein, Seller warrants only to the original Buyer that Seller's new products will not fail to operate in accordance with their specifications due to defects in material or workmanship during the period which ends one (1) year from the date of delivery, normal wear and tear excluded. The foregoing period is sometimes referred to as "original warranty period." The foregoing limited warranty does not apply to any part, portion or component of any product which is manufactured by a third-party ("Third -Party Component").
 - b. **DISCLAIMER OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY.** THE LIMITED WARRANTY SET FORTH IN THE FOREGOING PARAGRAPH IS THE SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE



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PRODUCTS. SELLER MAKES NO OTHER EXPRESS WARRANTY OF ANY KIND OR NATURE AS TO THE PRODUCTS OR THEIR PERFORMANCE EXCEPT FOR THOSE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THE FOREGOING PARAGRAPH AND SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE CONCERNING THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY THAT THE PRODUCTS COMPLY WITH ANY LAW, RULE OR REGULATION. SELLER MAKES NO WARRANTIES WITH RESPECT TO ANY THIRD PARTY COMPONENT AND SELLER SPECIFICALLY SELLS SUCH THIRD-PARTY COMPONENTS "AS IS" WITHOUT ANY WARRANTY. FURTHER, SELLER MAKES NO IMPLIED WARRANTY OF ANY KIND OR NATURE WITH RESPECT TO ITS PRODUCTS OR ANY THIRD-PARTY COMPONENT AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COMPLIANCE WITH ANY FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION. IN ADDITION, SELLER EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT ALLOWED BY LAW, TULE OR REGULATION ANY WARRANTY PROVIDED UNDER ANY FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION.

- c. Terms and Conditions of Warranty; Voiding of Warranty; Notice Requirements. The limited warranties set forth above shall be null and void if (a) any alterations or modifications are made to a product, (b) a product is not maintained in strict compliance with the maintenance requirements set forth in the maintenance manual for such product or otherwise provided to Buyer, (c) any repairs are made to a product which are not authorized by Seller in writing, (d) any failure of a product to comply with the above limited warranty is not reported to Seller in writing within thirty (30) days of the date such failure first occurs, (e) a product is operated after the failure of any warranty first occurs, (f) a product is used for any purpose other than for the purpose for which it was manufactured, (g) a product is not operated in strict compliance with the terms and conditions set forth in any operating manual for the product (including, but not limited to, exceeding the load bearing capacity of the product), (h) a product is abused or damaged, (i) Buyer fails to deliver the product to Seller for inspection and testing if claim under the warranty to Seller, or (j) such failure of the limited warranty results from a failure of any Third-Party Component.
- d. Course of Dealing; Course of Performance; Usage of Trade. No course of dealing or course of performance of Seller with respect to the products sold under this Contract and no usage of trade shall be considered in interpreting this Contract or any part thereof and non of the foregoing shall be considered a waiver or modification of any such terms, conditions, disclaimer or limitation of the limited warranties or disclaimers contained in this Contract. No statement, whether written or oral, made by any employee, sales person, distributor, agent or contractor of Seller which is not set forth in this Contract shall be considered a covenant, representation or warranty with respect to any product, its specifications or its performance and all such statements are hereby disclaimed.
- e. Exclusive Remedies for Breach of Warranty. The sole and exclusive remedy for any failure of any product to comply with the limited warranty set forth above or any other warranty imposed upon Seller by law, if any, shall, at the election of Seller, in its sole discretion, be either (a) the repair or replacement of the product which failed to comply with such warranty or (b) the refund of the purchase price of the product. Buyer is responsible for all labor costs in connection with the repair or replacement of any equipment; however, Seller will be responsible for its own labor performed in connection with any repair of equipment products at Seller's location. Except as provided below, Buyer's exclusive remedy with respect to any claim arising out of or as a result of Third-Party Component shall be against the third-party manufacturer.
- f. Warranty Claims; Notice Requirement; Limited Time to Bring Claims. Any and all claims under the above limited warranty shall be made to Seller only in writing and no later than thirty (30) days after the date the product first fails to comply with the above limited warranty but in no event later than the expiration of the original warranty period with respect to which the claim is being made. Any claim under the above limited warranty made after such period for making a claim shall be null and void. After receiving written notice of the warranty claim, Seller shall determine whether to (a) repair or replace the product or part or (b) refund the purchase price of the product. Seller may require Buyer to return any product or part thereof which Buyer claims to be defective to Seller at Buyer's cost for inspection as a condition to any claim under the above limited warranty. No product or part may be returned to Seller without Seller's proper written authorization. If a precut which is returned is determined by Sell in its sole discretion not to have failed to comply with the limited warranty, Buyer shall pay costs of removal, repair and/or replacement for such product. If a product which is returned is determined by Seller in its sole discretion to have failed to comply with the limited warranty, Seller shall pay for all repair and/or replacement for such product (or refund the purchase price if so elected by Seller) and Seller shall reimburse Buyer for the reasonable costs of shipping the defective product or part to Seller.
- g. Limitation on Liability for Breach of Warranty and Other Claims. If the warranty and the remedy for any failure of any product to comply with any warranty are deemed for any reason to fail their intended purpose, Seller's liability for any failure of any product to comply with any such warranty, together with any and all of liability, if any, arising out of or in connection with such product, including, but not limited to, all claims, whether in contract, tort, or otherwise, arising out of connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement, or use of the product, shall not exceed the purchase price for such product. In no event shall Seller be responsible or liable to Buyer or any third party under any circumstances for any indirect, consequential, special, punitive or exemplary, damages or losses, including, but not limited to, damages for loss of profits, goodwill, use of the product or any other equipment or other intangible losses which may be incurred in connection with the product regardless of the type of claim or the nature of the cause of action, even is Seller has been advised of the possibility of such damage or loss. Any and all claims that Buyer has against Seller, whether or not Buyer is aware of such claims, must be brought by Buyer within thirty (30) days after the date that



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such claim first arose, but in any event within the applicable warranty period set forth above. Any claim not brought by Buyer within the applicable thirty (30) day period shall be deemed null and void.

5. **INDEMNIFICATION.** Buyer will indemnify and hold harmless Seller, its affiliates and their respective officers, directors, employees, agents and other representatives and will, at Seller's option, defend any action brought against same with respect to any claims, judgments, actions, suits, demands, damages, liabilities, costs or expenses (including, but not limited to, reasonable attorney's fees and legal expenses) associated with or arising from the ownership, use or operation of the products by Buyer or any third party.
6. **TERMINATION OF PERFORMANCE.** Buyer may cancel its purchase only with the written consent of Seller and upon terms that will indemnify and compensate Seller for any loss, damage and expense arising from such cancellation. Seller may terminate this Contract pursuant to Sections 2 and/or 11 hereof, and in such event, Seller shall have no further liability to produce or ship any product hereunder and shall have no liability for damages to Buyer of any third party.
7. **TECHNICAL ADVICE.** No obligation or liability shall arise out of Seller's rendering of technical advice in connection with Buyer's order of products. Any technical advice furnished, or recommendation made by Seller or any employee or representative of Seller, concerning any use or application of any products or parts furnished under this Contract is believed to be reliable, but Seller makes no warranty, express or implied of results to be obtained. Buyer assumes all responsibility for loss or damage resulting from the handling or use of any such products or parts in accordance with such technical advice or recommendation. The selection of the products ordered, or design of any custom products, shall be Buyer's sole and ultimate responsibility, and Seller shall have no liability whatsoever for any design defects of custom products, or if the products ordered are unsuitable for Buyer's intended use. Any advice or assistance provided by Seller to Buyer in connection with Buyer's selection or design of the products is at Buyer's risk, and Seller makes no representation or warranty whatsoever in connection with such advice or assistance.
8. **ASSIGNMENT.** Buyer shall not assign its rights or obligation under this Contract without the prior written consent of Seller, which consent may be withheld for any reason in the sole discretion of Seller. Any attempt at such assignment by Buyer without the prior written consent of Seller shall be deemed null and void. This Contract will be binding upon the parties hereto, and their successors and permitted assigns.
9. **GOVERNING LAW.** This Contract shall be construed, interpreted, and governed by the laws of the State of North Dakota without regard to its conflict of laws principles. The exclusive forum for any disputes arising out of or relating to this Contract shall be any federal or state court sitting in the State of North Dakota. The parties irrevocably consent to such exclusive jurisdiction in such courts and to the proper venue therein. If Seller must resort to legal action or remedies, Buyer shall reimburse Seller for all of Seller's legal fees and expenses, whether or not suit is filed by Seller.
10. **FORCE MAJEURE.** Seller does not assume the risk of and shall not be liable for failure to perform any obligation caused by civil insurrection, war, fire, strike, labor stoppages or other labor disturbances, acts of God, acts or omission of Buyer, acts or omission of any government body or entity, floods, epidemics, freight embargoes, shortages of fuel, energy or materials, failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries, or any other cause beyond the reasonable commercial control of Seller.
11. **NOTICES.** Any notices, consents or other communications required or permitted under this Contract must be in writing and delivered personally, overnight air courier, registered or certified mail or facsimile. Unless otherwise stated in this Contract, notices, consents or other communication will be deemed received (a) on the date delivered, if delivery personally or by facsimile transmission; (b) on the next business day if sent via overnight air courier; or (c) three (3) business days after being sent, if sent by registered or certified mail.
12. **SEVERABILITY; WAIVER.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The Section headings included herein are for the convenience of the parties only and in no way alter, modify, amend, limit or restrict the contractual obligations of the parties.
13. **NO THIRD-PARTY BENEFICIARIES; SETOFF.** Nothing in this Contract is intended to, or shall, create any third-party beneficiaries, whether intended or incidental and neither party shall make any representations to the contrary. Seller shall have the right to deduct from any sums it owes to Buyer, any sums or the value of any obligation owed by Buyer to Seller.
14. **SURVIVAL.** The provisions of Sections 3, 4, 5, and 7 through 14 shall survive the termination and performance of this Contract.