



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail 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 will be 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

PRESENTATIONS/PROCLAMATIONS

20-1316 Reading of Indigenous Peoples Day Resolution
Attachments: [14-126 - Indigenous Peoples Day](#)

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

20-1373 Consider approving Council minutes for Monday, September 28, 2020 Regular meeting.
Attachments: [September 28, 2020 - Regular Meeting](#)

VERIFIED CLAIMS

20-1388 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.
Attachments: [City Council Bill List 10-12-20.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. 20-1376 Adopt a Resolution to Accept a \$200 donation from Grand Rapids Speedway, Inc to the Grand Rapids Fire Department
Attachments: FD GR Speedway Donation \$200

2. 20-1377 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.
Attachments: Agreement for Consulting Services

3. 20-1380 Consider proposed changes to the checks that can be issued by prior approval.
Attachments: Proposed Priorapproval list updated 101220

4. 20-1384 Consider the adoption of a resolution approving a First Amendment to Purchase Agreement between the City and Aurora Heights LLLP
Attachments: Resolution approving the First Amendment to Purchase Agreement
 DOCSOPEN-#677638-v3-First Amendment to Purchase Agreement
 Addendum to PA Letter 9-28-20 (1)

5. 20-1385 Consider approving the 2020-2021 Public Works part-time winter maintenance season employee list.
Attachments: 2020 10-12 PT Winter Maintenance List

6. 20-1386 Consider hiring a regular part-time Maintenance worker at the IRA Civic Center.

7. 20-1399 Consider approving Off-Sale Liquor License for CJ Tabke Corporation.

8. 20-1401 Consider adopting a resolution approving grant agreement with the State of Minnesota for the GPZ Runway Reconstruction project.
Attachments: Resolution Grand Rapids Agreement 1044882
 GPZ - S.P. A3101-97 - Agreement 1044882

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

9. 20-1400 Review and acknowledge minutes for Boards & Commissions.
Attachments: March 12, 2020 PCA Board minutes
September 1, 2020 Arts & Culture minutes

ADJOURNMENT

NEXT REGULAR MEETING IS SCHEDULED FOR OCTOBER 26, 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
IT'S IN MINNESOTA'S NATURE

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1316 **Version:** 1 **Name:** Indigenous Peoples Day
Type: Agenda Item **Status:** Filed
File created: 9/9/2020 **In control:** City Council
On agenda: 10/12/2020 **Final action:** 10/12/2020
Title: Reading of Indigenous Peoples Day Resolution

Sponsors:

Indexes:

Code sections:

Attachments: [14-126 - Indigenous Peoples Day](#)

Date	Ver.	Action By	Action	Result
10/12/2020	1	City Council	Received and Filed	

Reading of Indigenous Peoples Day Resolution

In 2014, the Grand Rapids City Council recognized the Second Monday of October as Indigenous Peoples Day. The Mayor will read this resolution each year as recognition and as a day to reflect on our history and to celebrate the thriving culture and value that the Anishinaabe (Chippewa & Ojibwe), the Dakota (Sioux) and other Indigenous nations add to our city.

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

RESOLUTION NO. 14-126

**The City of Grand Rapids A Resolution of the Mayor and City Council
Recognizing the Second Monday of October as Indigenous Peoples Day**

WHEREAS, Grand Rapids recognizes Indigenous nations have lived upon this land since time in memorial and values the progress our society has accomplished through American Indian technology, thought and culture; and

WHEREAS, Grand Rapids understands that in order to celebrate the strengths and recognize the challenges of Indigenous people that government entities, organizations and other public institutions should change their policies and practices to better reflect the experiences of the American Indian people and uplift our country's Indigenous roots, history and contributions; and

WHEREAS, the idea of Indigenous People's Day was first proposed in 1977 by a delegation of Native nations to the United Nations – sponsored International Conference on Discrimination Against Indigenous Populations in the Americas; and

WHEREAS, in 1990 representatives from 120 Indigenous nations at the First Continental Conference on 500 years of Indian Resistance unanimously passed a resolution to transform Columbus Day into an occasion to strengthen the process of continental unity and struggle towards liberation, and thereby use the occasion to reveal a more accurate historical record; and

WHEREAS, the City of Grand Rapids embraces the indigenous history and culture that imbues this place and seeks to foster the accurate depiction of history, celebrate the strengths and recognize the challenges of American Indian peoples of the area, and honor their perspectives and presence in the share community life of the Grand Rapids area today; and

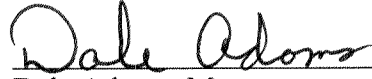
WHEREAS, the United States federal government and the State of Minnesota and Grand Rapids recognize Columbus Day on the second Monday of October, in accordance with the federal holiday established in 1937.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL THAT THE CITY OF GRAND RAPIDS RECOGNIZES INDIGENOUS PEOPLES DAY ON THE SECOND MONDAY IN OCTOBER, AS A DAY TO REFLECT ON OUR HISTORY AND TO CELEBRATE THE THRIVING CULTURE AND VALUE THAT THE ANISHINAABE (CHIPPEWA AND OJIBWE), THE DAKOTA (SIOUX) AND OTHER INDIGENOUS NATIONS ADD TO OUR CITY.

BE IT FURTHER RESOLVED that the City of Grand Rapids shall continue its efforts to promote the well-being and growth of the Native American and Indigenous community; and

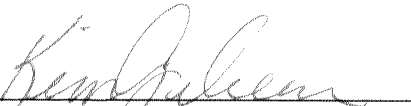
BE IT FURTHER RESOLVED the City of Grand Rapids encourages other businesses, organizations and public entities to recognize **Indigenous People's Day**.

Adopted this 15th day of December 2014.



Dale Adams, Mayor

Attest:



Kimberly Johnson-Gibeau, City Clerk

Councilor Chandler seconded the forgoing resolution and the following voted in favor thereof: Chandler, Zabinski, Christy, Sanderson, Adams; and the following voted against same: None, whereby the resolution was declared duly passed and adopted.



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1373 **Version:** 1 **Name:** Council minutes
Type: Agenda Item **Status:** Passed
File created: 9/29/2020 **In control:** City Council
On agenda: 10/12/2020 **Final action:** 10/12/2020
Title: Consider approving Council minutes for Monday, September 28, 2020 Regular meeting.

Sponsors:

Indexes:

Code sections:

Attachments: [September 28, 2020 - Regular Meeting](#)

Date	Ver.	Action By	Action	Result
10/12/2020	1	City Council	Approved As Presented	Pass

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



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Monday, September 28, 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, September 28, 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, Erik Scott, Rob Mattei, Barb Baird

MEETING PROTOCOL POLICY

PUBLIC FORUM

None.

COUNCIL REPORTS

Councilor Connelly provides overview of assistance provided to local businesses utilizing funds from Blandin Foundation, Cares Act and IRRR.

Mayor Adams advises the public that the official groundbreaking for the Grand Rapids Fire Hall is scheduled for Tuesday, September 29th at 4:00 pm.

APPROVAL OF MINUTES

Consider approving Council minutes for Monday, September 14, 2020 Worksession and Regular meetings.

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

VERIFIED CLAIMS

Consider approving the verified claims for the period September 8, 2020 to September 21, 2020 in the total amount of \$634,552.58.

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

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

CONSENT AGENDA

1. Consider approving a resolution supporting an application to the Minnesota Highway Freight Program by the State of MN.
Adopted Resolution 20-80 by consent roll call
2. Consider approving a resolution adopting the 2020 proposed levy/collectable 2021.
Adopted Resolution 20-81 by consent roll call
3. Consider adopting a resolution calling for a public hearing approving proposed final special assessments on CP 2014-2, 2019 Improvements Project
Adopted Resolution 20-82 by consent roll call
4. Consider adopting a resolution declaring the cost to be assessed and ordering the preparation of proposed final assessments for CP 2014-2, 2019 Improvements Project
Adopted Resolution 20-83 by consent roll call
5. Consider a resolution approve the plans for Phase 2 of the New Fire Hall under City Project 2020/FD-1.
Adopted Resolution 20-84 by consent roll call
6. Consider approval of a Pierringer Release Agreement with Ms. Ellen Barnes
Approved by consent roll call
7. Consider the requested transfer of \$411,000 of the CARES Act Coronavirus Relief Fund (CRF) allocation, together with any additional, unexpended, CRF funds budgeted for the Grand Rapids Public Utilities Commission, to the Grand Rapids Economic Development Authority (GREDA) Capital Projects Fund for use in the CRF Small Business Grant program.
Approved by consent roll call

8. Consider adopting a resolution accepting \$39,575.00 for a 2020 - 2021 Toward Zero Deaths Grant.
Adopted Resolution 20-85 by consent roll call
9. Adopt a Resolution to Accept two \$100 donations from Grand Rapids Speedway, Inc to the Grand Rapids Fire Department
Adopted Resolution 20-86 by consent roll call
10. Consider adopting a resolution accepting a donation of \$100.00 from Duane "Pete" Sahr of Grand Rapids to the Police Department.
Adopted Resolution 20-87 by consent roll call
11. Consider adopting an ordinance amending and updating Article III (Chickens) within Chapter 10-Animals of the Grand Rapids Municipal Code.
Adopted City Ordinance 20-09-05 by consent roll
12. Consider adopting a resolution amending the City wide fee schedule.
Adopted Resolution 20-88 by consent roll call

Approval of the Consent Agenda

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

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

SETTING OF REGULAR AGENDA

A motion was made by Councilor Michelle Toven, second by Councilor Rick Blake, to approve the Regular agenda as amended with addition of item #13a. The motion PASSED by unanimous vote.

ACKNOWLEDGE BOARDS & COMMISSIONS

13. Review and acknowledge minutes for boards and commissions.
August 12, 2020 & August 25, 2020 PUC Minutes
August 18, 2020 Golf Board Minutes
Acknowledge Boards and Commissions
- 13a. Consider authorizing a 25% credit to On-sale Liquor License fees for license period January 1, 2021 to December 31, 2021.


A motion was made by Councilor Tasha Connelly, second by Councilor Dale Christy, to approve a one-time 25% credit towards 2021 renewal fees to on-sale liquor license holders impacted by pandemic closures. The motion carried by the following vote.

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

ADJOURNMENT

A motion was made by Councilor Michelle Toven, second by Councilor Rick Blake, to adjourn the meeting at 5:12 PM. The motion PASSED by unanimous vote.

Respectfully submitted:


Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1388 **Version:** 1 **Name:** VERIFIED CLAIMS
Type: Agenda Item **Status:** Passed
File created: 10/8/2020 **In control:** City Council
On agenda: 10/12/2020 **Final action:** 10/12/2020
Title: 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.

Sponsors:

Indexes:

Code sections:

Attachments: [City Council Bill List 10-12-20.pdf](#)

Date	Ver.	Action By	Action	Result
10/12/2020	1	City Council	Approved As Presented	Pass

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.

Requested City Council Action

Make a motion 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.

DATE: 10/08/2020
 TIME: 10:04:39
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 10/12/2020

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
0500050	E3 CONSULTING SERVICES	-251.63
0700035	GASB	273.00
0801661	HARRIS	5,935.50
1309335	MINNESOTA REVENUE	251.63
	TOTAL	6,208.50
CITY WIDE		
0801661	HARRIS	1,978.50
0904230	IDENTISYS INC	12,931.35
1309146	MACROSTIE ART CENTER	3,200.00
1920240	CHAD B STERLE	271.25
2018560	TROUT ENTERPRISES INC	32,163.00
	TOTAL CITY WIDE	50,544.10
SPECIAL PROJECTS-NON BUDGETED		
1105530	KENNEDY & GRAVEN	1,229.10
2305718	WESTMAN CHAMPLIN & KOEHLER	102.00
	TOTAL SPECIAL PROJECTS-NON BUDGETED	1,331.10
ADMINISTRATION		
1415377	NORTHERN BUSINESS PRODUCTS INC	107.36
	TOTAL ADMINISTRATION	107.36
BUILDING MAINTENANCE-CITY HALL		
0315455	COLE HARDWARE INC	26.96
	TOTAL BUILDING MAINTENANCE-CITY HALL	26.96
COMMUNITY DEVELOPMENT		
1920555	STOKES PRINTING & OFFICE	17.24
	TOTAL COMMUNITY DEVELOPMENT	17.24
FINANCE		
0700035	GASB	273.00
1415377	NORTHERN BUSINESS PRODUCTS INC	15.19

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/12/2020

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
FINANCE		
	TOTAL FINANCE	288.19
FIRE		
0221650	BURGGRAF'S ACE HARDWARE	5.99
0513231	EMERGENCY APPARATUS	3,374.38
0513235	EMERGENCY RESPONSE SOLUTIONS	67.95
0601346	FAIRVIEW HEALTH SERVICES	823.00
0601690	FASTENAL COMPANY	82.40
0900085	IPMA ~ HR	259.00
1801610	RAPIDS PLUMBING & HEATING INC	388.60
1915248	SHI INTERNATIONAL CORP	5,416.72
	TOTAL FIRE	10,418.04
INFORMATION TECHNOLOGY		
0500050	E3 CONSULTING SERVICES	1,006.50
	TOTAL INFORMATION TECHNOLOGY	1,006.50
PUBLIC WORKS		
0100005	A-1 CONCRETE & MASONRY LLC	950.00
0212553	BLOOMERS GARDEN CENTER	2,418.67
0221650	BURGGRAF'S ACE HARDWARE	19.99
0301685	CARQUEST AUTO PARTS	6.08
0501650	EARL F ANDERSEN	2,033.30
0601690	FASTENAL COMPANY	355.65
0609305	FIGGINS TRUCK & TRAILER REPAIR	7,601.53
0801825	HAWKINSON CONSTRUCTION CO INC	4,543.20
1000080	J T SERVICES OF MN INC	1,950.00
1200500	L&M SUPPLY	18.98
1205095	LEAGUE OF MN INSURANCE TRUST	1,000.00
1421155	NUCH'S IN THE CORNER	15.00
1920555	STOKES PRINTING & OFFICE	5.16
2000522	TNT CONSTRUCTION GROUP, LLC	200.00
2018560	TROUT ENTERPRISES INC	675.00
2209421	VIKING ELECTRIC SUPPLY INC	233.74
2305453	WESCO RECEIVABLES CORP	251.28
2609350	ZIEGLER INC	1,480.00
	TOTAL PUBLIC WORKS	23,757.58

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/12/2020

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	251.87
0315455	COLE HARDWARE INC	3.39
1301720	MATCO TOOLS	24.95
TOTAL FLEET MAINTENANCE		280.21
POLICE		
0409501	JOHN P. DIMICH	4,583.33
0601346	FAIRVIEW HEALTH SERVICES	753.00
1309167	MN BUREAU OF CRIMINAL	390.00
1920233	STREICHER'S INC	171.95
2000400	T J TOWING	130.00
T001348	CITY OF SAINT PAUL	1,600.00
TOTAL POLICE		7,628.28
CENTRAL SCHOOL		
0218745	ASHLEY BRUBAKER	321.51
1801555	RAPID PEST CONTROL INC	63.25
2018680	TRU NORTH ELECTRIC LLC	130.00
TOTAL		514.76
AIRPORT		
0103325	ACHESON TIRE INC	110.00
0315455	COLE HARDWARE INC	78.91
0518366	ERICKSON'S ITASCA LUMBER INC	6,228.45
0801450	HALI-BRITE INC	206.45
1903341	SCHWARTZ REDI-MIX INC	468.00
2000125	TBI SUPPLY	120.00
2018680	TRU NORTH ELECTRIC LLC	1,010.00
TOTAL		8,221.81
CIVIC CENTER		
GENERAL ADMINISTRATION		
0221650	BURGGRAF'S ACE HARDWARE	441.09
0601690	FASTENAL COMPANY	96.00
0701650	GARTNER REFRIGERATION CO	2,630.13
1105444	KELLER FENCE COMPANY	2,325.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/12/2020

VENDOR #	NAME	AMOUNT DUE

CIVIC CENTER		
GENERAL ADMINISTRATION		
1200500	L&M SUPPLY	137.74
1200855	LVC COMPANIES INC	403.15
1301025	MAKI BODY & GLASS	277.00
1901535	SANDSTROM'S INC	412.71
1920555	STOKES PRINTING & OFFICE	15.33
2209421	VIKING ELECTRIC SUPPLY INC	27.41
	TOTAL GENERAL ADMINISTRATION	6,765.56
STATE HAZ-MAT RESPONSE TEAM		
0315455	COLE HARDWARE INC	69.98
1200500	L&M SUPPLY	28.28
1301014	MACQUEEN EMERGENCY GROUP	1,638.46
	TOTAL	1,736.72
CEMETERY		
1105444	KELLER FENCE COMPANY	400.00
1200500	L&M SUPPLY	13.88
1909510	SIM SUPPLY INC	173.81
	TOTAL	587.69
DOMESTIC ANIMAL CONTROL FAC		
0113233	AMERIPRIDE SERVICES INC	30.00
1920240	CHAD B STERLE	310.00
	TOTAL	340.00
GO STATE-AID ST BONDS 2007B		
2305447	WELLS FARGO BANK NA	3,075.00
	TOTAL	3,075.00
GO STATE-AID BONDS 2012B		
2305447	WELLS FARGO BANK NA	22,678.75

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/12/2020

VENDOR #	NAME	AMOUNT DUE

GO STATE-AID BONDS 2012B		
TOTAL		22,678.75
PARK ACQUISITION & DEVELOPMENT		
MS RIVER PARK		
1201545	LANYK ELECTRIC INC	47,500.00
1305047	MEDIACOM MINNESOTA	20,721.32
TOTAL MS RIVER PARK		68,221.32
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-POLICE		
0205725	BETZ EXTINGUISHER COMPANY	39.00
TOTAL CAPITAL OUTLAY-POLICE		39.00
AIRPORT CAPITAL IMPRV PROJECTS		
2019 TRK W/SANDING/DEICING EQP		
1209735	LITTLE FALLS MACHINE INC	1,404.00
TOTAL 2019 TRK W/SANDING/DEICING EQP		1,404.00
2021 INFRASTRUCTURE BONDS		
CP2020/FD-1 NEW FIRE HALL		
0718010	CITY OF GRAND RAPIDS	13,788.61
TOTAL CP2020/FD-1 NEW FIRE HALL		13,788.61
2015-3 HIGHWAY 2 WEST TRAIL		
1920240	CHAD B STERLE	348.75
2000522	TNT CONSTRUCTION GROUP, LLC	3,585.67
TOTAL 2015-3 HIGHWAY 2 WEST TRAIL		3,934.42
STORM WATER UTILITY		
0301705	CASPER CONSTRUCTION INC	14,000.00
0315455	COLE HARDWARE INC	21.34
0514798	ENVIRONMENTAL EQUIPMENT AND	2,847.21
0801836	HAWKINSON SAND & GRAVEL	824.91

DATE: 10/08/2020
 TIME: 10:04:39
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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/12/2020

VENDOR #	NAME	AMOUNT DUE

STORM WATER UTILITY		
1421155	NUCH'S IN THE CORNER	34.56
1621125	PUBLIC UTILITIES COMMISSION	2,200.00
1809154	RICHARD RYSAVY	100.00
2000522	TNT CONSTRUCTION GROUP, LLC	11,495.00
2018560	TROUT ENTERPRISES INC	275.00
	TOTAL	31,798.02
	TOTAL UNPAID TO BE ALLOWED IN THE SUM OF:	\$264,719.72

CHECKS ISSUED-PRIOR APPROVAL	APPROVAL	

0113105	AMAZON CAPITAL SERVICES	176.80
0201354	B. BAIRD-PETTY CASH FUND	8.40
0201750	EVERETT BAUMGARNER	25.00
0305530	CENTURYLINK QC	57.99
0315481	COMMERCIAL ASPHALT REPAIR LLC	1,000.00
0605191	FIDELITY SECURITY LIFE	67.89
0609685	FIREMEN'S RELIEF ASSOCIATION	137,585.21
0718015	GRAND RAPIDS CITY PAYROLL	247,560.84
0718070	GRAND RAPIDS STATE BANK	371.41
0815440	HOLIDAY STATIONSTORES LLC	103.14
0900060	ICTV	150.00
0920055	ITASCA COUNTY RECORDER	598.00
1015342	SCOTT JOHNSON	662.80
1201402	LAKE COUNTRY POWER	44.27
1209516	LINCOLN NATIONAL LIFE	1,524.02
1301220	JAMES T. MARTINETTO	500.00
1305046	MEDIACOM LLC	136.90
1309098	MINNESOTA MN IT SERVICES	439.88
1309199	MINNESOTA ENERGY RESOURCES	116.31
1309274	MN MUNICIPAL UTILITIES ASSOC	558.00
1503151	ODC - MOTOR VEHICLE	6,253.13
1601305	THOMAS J. PAGEL	1,023.09
1601750	PAUL BUNYAN COMMUNICATIONS	667.00
1621130	P.U.C.	8,762.93
1800125	RBC WEALTH MANAGEMENT	245,000.00
2000100	TASC	30.60
2100265	U.S. BANK	450.00
2114360	UNITED PARCEL SERVICE	36.37
2205637	VERIZON WIRELESS	35.01
2301700	WM CORPORATE SERVICES, INC	247.65
2305300	MATTHEW WEGWERTH	158.13
T000797	ITASCA COUNTY HABITAT	1,000.00
T001345	TELCOM CONSTRUCTION	500.00

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$655,850.77

TOTAL ALL DEPARTMENTS \$920,570.49



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1376 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Passed
File created: 10/1/2020 **In control:** City Council
On agenda: 10/12/2020 **Final action:** 10/12/2020
Title: Adopt a Resolution to Accept a \$200 donation from Grand Rapids Speedway, Inc to the Grand Rapids Fire Department

Sponsors:

Indexes:

Code sections:

Attachments: [FD GR Speedway Donation \\$200](#)

Date	Ver.	Action By	Action	Result
10/12/2020	1	City Council	Approved	Pass

Adopt a Resolution to Accept a \$200 donation from Grand Rapids Speedway, Inc to the Grand Rapids Fire Department

Background Information:

The Grand Rapids Speedway, Inc has made a \$200 donation to the Grand Rapids Fire Department.

Staff Recommendation:

Accept the donation of \$200 from Grand Rapids Speedway, Inc to the Grand Rapids Fire Department.

Requested City Council Action

Make a motion adopting a resolution to accept a donation of \$200 from Grand Rapids Speedway, Inc to be used for the Fire Department's supplies and training needs.

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

RESOLUTION NO. 20-

A RESOLUTION ACCEPTING A \$200 DONATION FROM GRAND RAPIDS
SPEEDWAY, INC. FOR THE GRAND RAPIDS FIRE DEPARTMENT'S
SUPPLIES & TRAINING NEEDS

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:

- Grand Rapids Speedway, Inc. has donated \$200 for the Grand Rapids Fire Department's supplies and training needs.

Adopted this 12th day of October 2020.

Dale C. Adams, Mayor

Attest:

Kim Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1377 **Version:** 1 **Name:** USI Consulting Group (Hildi) GASB 75
Type: Agenda Item **Status:** Passed
File created: 10/2/2020 **In control:** City Council
On agenda: 10/12/2020 **Final action:** 10/12/2020
Title: 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.

Sponsors:

Indexes:

Code sections:

Attachments: [Agreement for Consulting Services](#)

Date	Ver.	Action By	Action	Result
10/12/2020	1	City Council	Approved	Pass

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.

Background Information:

In 2015, the Governmental Accounting Standards Board (GASB) released one new accounting standard for public Other Post-Employment Benefit (OPEB) plans. GASB 75 will apply for employers that administer an Other Post-Employment Benefit Plan (OPEB), whether the OPEB is funded or not funded.

In 2018, the City Council approved an Agreement for Consulting Services for GASB No. 75 Actuarial Valuation with Hildi for the years 2019 and 2020.

Staff Recommendation:

Staff recommends making a motion authorizing the Director of Finance to sign an Agreement for Consulting Services for Governmental Accounting Standards Board (GASB) No. 75 Actuarial Valuation with USI Consulting Group, Inc. previously as Hildi Incorporated for \$3,000 for the base year 2021, and not to exceed \$800 for the projection year, 2022.

Requested City Council Action

Make a motion authorizing the Director of Finance to sign an Agreement for Consulting Services for Governmental Accounting Standards Board (GASB) No. 75 Actuarial Valuation with USI Consulting Group, Inc. previously as Hildi Incorporated for \$3,000 for the base year 2021, and not to exceed \$800 for the projection year, 2022.

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is entered into and dated October 1, 2020 by and between USI Consulting Group, Inc. (USICG - earlier as **Hildi Inc.**) USICG with offices located at 14852 Scenic Heights Road, Suite 205, Minneapolis, MN 55344 with headquarters at 95 Glastonbury Blvd., Suite 102, Glastonbury, CT 06033 (hereinafter referred to as the "Consultant") and City of Grand Rapids with offices located at 420 North Pokegama Avenue, Grand Rapids, MN 55744 (hereinafter referred to as the "Company"). Company and Consultant are jointly referred to as the "parties."

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACCEPTED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Description of Services. Consultant will perform certain services for Company upon terms and conditions specified herein and as such services are more particularly described in Exhibit(s), which are attached hereto and incorporated by this reference.
2. Prices and Payment. Company agrees to pay Consultant the fees set forth in the applicable Exhibit(s). Consultant anticipates invoicing the Company monthly for services provided. Payment will be due in full within fifteen (15) days of receipt of Consultant's invoice. Company agrees to pay interest on all overdue amounts at a rate of twelve percent (12%) per annum or the rate allowed by law, which ever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts.
3. Travel Expenses. Company agrees to reimburse Consultant for its reasonable and necessary out-of-pocket lodging, transportation, and food incurred at the Company's request. Consultant agrees to provide reasonable expense documentation. Whenever possible, Consultant agrees to take advantage of travel discounts. All air travel by Consultant shall be on major national or regional airlines, and Consultant and its representatives may keep their frequent flier miles earned for their personal usage.
4. Ownership of Work Product. Ownership of, and all rights in, the work product which is the subject matter of this Agreement (the "Work"), including trademarks, patents and copyrights applicable to same, shall belong exclusively to Company. The parties expressly agree to consider as a "work made for hire" any Work ordered or commissioned by the Company which qualifies as such under the United States copyright laws. To the extent that the Work cannot be a "work made for hire" or where necessary for any other reason, Consultant will provide Company with all such assignments of rights, covenants and other assistance which may be required for Company, through trademark, patent or copyright applications or otherwise, to obtain the full benefit of the rights provided for

herein. If the Work contains materials previously developed or copyrighted by Consultant or others, Consultant grants and agrees to grant to Company, or obtain for Company, an unrestricted, royalty-free license to use and copy such materials. Any license so granted or obtained shall include the right for Company to grant an unrestricted, royalty-free license to any affiliate of Company. Consultant is allowed to retain one copy of the Work for archival purposes. Consultant shall place a copyright notice on the Work at Company's request. The Work shall be considered "Information" under the Section entitled "Nondisclosure."

5. Nondisclosure. Any technical or business information, including, but not limited to, computer programs, files, specifications, drawings, sketches, models, samples, tools, cost data, customer information, financial data, business or marketing plans or other data, whether oral, written or otherwise ("Information"), furnished or disclosed to Consultant hereunder or in contemplation hereof, shall remain Company's property. No license, express or implied, under any trademark, patent or copyright is granted by Company to Consultant by virtue of such disclosure. All such information in written, graphic or other tangible form shall be returned to the Company immediately upon request and copies shall be returned to the Company or, at Company's option, certified by Consultant as having been located and destroyed. Consultant shall be allowed to retain one copy of the Information for archival purposes. Unless such Information was previously known to Consultant free of any obligation to keep it confidential, is lawfully obtained by Consultant from any source other than Company or has been or is subsequently made public by Company or a nonparty to this Agreement, is approved for release by written authorization of the Company, or is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized governmental agency, provided the Company receives adequate notice to allow it to request a protective order and the Consultant reasonably cooperates with the Company's efforts to receive a protective order, it shall be kept confidential by Consultant for the benefit of Company, shall be used only in performing under this Agreement and shall not be used for other purposes except upon such terms as may be agreed upon by Company in writing. Consultant shall take reasonable steps to protect such Information to a similar extent that Consultant protects its own Information.
6. Liability. Consultant shall indemnify Company and its affiliates against, and shall hold Company and its affiliates harmless from, any loss, damage, expense or liability that may in any way arise out of or result from the performance of Consultant hereunder and caused by or resulting from the gross negligence or intentional misconduct of Consultant, including but not limited to any knowing infringement, or claim of infringement, of any patent, trademark, copyright, trade secret or other proprietary right of a third party or of Consultant or anyone claiming through Consultant who may be eligible to terminate any assignment or transfer made hereunder pursuant to the terms of the copyright laws up to the amount paid by the Company to the Consultant under a given applicable Exhibit(s). Consultant shall defend or settle, at its own expense, any action or

suit against Company or its affiliates for which it is responsible hereunder. Company shall notify Consultant of any such claim, action or suit and shall reasonably cooperate with the Consultant (at Consultant's expense) to facilitate the defense of any such claim.

7. Limitation. In no event shall company or consultant be liable, one to the other, for indirect, special, incidental, or consequential damages arising out of or in connection with the furnishing, performance or use of any products or services provided pursuant to this agreement.
8. Limited Warranties. Consultant warrants and represents that it has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and that this Agreement is not in conflict with any other agreement to which Consultant is a party or by which it may be bound.

Consultant warrants and represents that Consultant has the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be performed in accordance with professional standards in the industry and/or field.

9. Headings. Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
10. Insurance. Upon request by Company, Consultant shall provide to Company, copies of certificates of insurance evidencing the workers compensation, general liability and automobile insurance coverage that Consultant has in effect and Consultant shall maintain such insurance in effect through the duration of the Agreement.
11. Amendment and Waiver. No provision of this Agreement may be modified, waived, terminated or amended except by a written instrument executed by the parties. No waiver of a material breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or other provisions hereof.
12. Relationship. The Consultant shall be and act as an independent contractor hereunder, and neither Consultant nor any employee, agent, associate, representative or subcontractor shall be deemed to be employees of the Company for any purpose whatsoever.
13. Force Majeure. Neither party will be liable for any failure or delay in performance due to any cause beyond its reasonable control, including, but not limited to acts of nature, strikes, fire, flood, explosion, riots, or wars, provided that personnel changes, including unanticipated employee departures, shall not be considered to be an event or condition of force majeure.

14. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party:

If to Company: Ms. Barbara Baird
Director of Finance
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744

If to Consultant: USI Consulting Group, Inc. (USICG- earlier as **Hildi Inc.**)
14852 Scenic Heights Road
Suite 205
Minneapolis, MN 55344
Attn: Jill Urdahl, FSA
Minnesota Practice Leader and Actuary

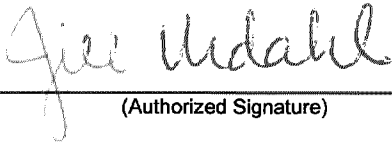
15. Assignment. Consultant shall not assign this Agreement or delegate the services to be performed hereunder, in whole or in part, or any of its rights, interest, or obligations hereunder without Company's express written consent.
16. Law Government. This Agreement shall be governed by the laws of the State of Minnesota, without regard to or application of conflicts of law rules or principles.
17. Taxes. Consultant shall assume full responsibility for the payment of all taxes imposed by any federal, state, local taxes or foreign taxing authority and all contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to performance of services for Company hereunder.
18. Termination. Any Exhibit(s) to this Agreement may be terminated by either party upon thirty (30) days written notice to the other party. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Company agrees to pay for all services provided by Consultant and related travel expenses incurred by Consultant through the date of termination of the Exhibit(s) and/or the Agreement as applicable.
19. Entire Agreement. This constitutes the entire agreement between the parties regarding the subject matter hereof. This Agreement shall be binding on the affiliates, administrators, executors, heirs, successors in interest, or assigns of Consultant.

IN WITNESS WHEREOF, authorized representatives of the Company and the Consultant have executed this Agreement in duplicate.

Company: City of Grand Rapids

Consultant: USICG (earlier as Hildi Inc.)

By: _____
(Authorized Signature)

By:  _____
(Authorized Signature)

Name: Barbara Baird
(Print or Type)

Name: Jill Urdahl

Title: _____
(Print or Type)

Title: Minnesota Practice Leader and Actuary

Date: _____

Date: October 1, 2020

(Please Note: A signature is required on both page 5 and Exhibit 1. Thank you.)

**Exhibit 1 to
AGREEMENT FOR CONSULTING SERVICES
Consultant and Rate Schedule**

Consultant Representative's Name	Title	Effective Start Date	Expected End Date
USICG (Hildi Inc.) Actuaries and Consultants	Consulting Actuaries	January 1, 2021	December 31, 2022
Base Fees			
The approximate budget for USICG (Hildi Inc.) consulting services is as follows:			
	2021 Fiscal Year	2022 Fiscal Year	
GASB 75	\$3,000	January 1, 2021 actuarial valuation to be used as base results. GASB 75 disclosures to be developed for the year ending December 31, 2022. Approximately \$500 - \$800	
<p>These Base Actuarial Fees include the following:</p> <ul style="list-style-type: none"> • An Actuarial Report including all information required by the GASB Statements. USICG (Hildi Inc.) will provide an electronic copy of the actuarial report. One to three hard copies of the report can be sent, too, if requested. • A results meeting by conference call to discuss the results. • Teleconferencing with the actuaries on pending or anticipated issues which may affect the actuarial valuation/report. If any work is needed based on one of the outcomes of a teleconference, a fee will be agreed upon before any work is initiated. • Periodic memos and telephone calls to provide updates on developments that may affect future actuarial reports. 			
All quotes assume the plan provisions and assumptions remain unchanged from the last actuarial valuation or year-end disclosure. Additional charges may occur if there is out of scope work due to an OPEB Trust, changes in funding or investment policy for the OPEBs, changes in plan provisions or assumptions, or changes in the GASB disclosure requirements.			

SERVICES OR REQUIREMENTS:

The Agreement for Consulting Services is dated October 1, 2020.

Company: City of Grand Rapids

Consultant: USICG (earlier as Hildi Inc.)

(Authorized Signature)

(Authorized Signature)

(Date)

October 1, 2020
(Date)

(Please Note: A signature is required on both page 5 and Exhibit 1. Thank you.)



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1380 **Version:** 1 **Name:** Proposed Prior Approval List Updated
Type: Agenda Item **Status:** Passed
File created: 10/5/2020 **In control:** City Council
On agenda: 10/12/2020 **Final action:** 10/12/2020
Title: Consider proposed changes to the checks that can be issued by prior approval.

Sponsors:

Indexes:

Code sections:

Attachments: [Proposed Priorapproval list updated 101220](#)

Date	Ver.	Action By	Action	Result
10/12/2020	1	City Council	Approved	Pass

Consider proposed changes to the checks that can be issued by prior approval.

Background Information:

We have four items that we are proposing to change/add to the list of checks issued by prior approval.

- 1.) Format by Category
- 2.) City's portion of Self-Insured Co-Insurance Payment.
- 3.) Credit Card Payments-Amazon Capital Services
- 4.) Insurance Premium/Deductible Payment

Staff Recommendation:

Staff recommends approving proposed changes to the checks that can be issued by prior approval.

Requested City Council Action

Make a motion approving the following changes to the checks that can be issued by prior approval: 1.) Format by Category. 2.) City's portion of Self-Insured Co-Insurance Payment. 3.) Credit Card Payments-Amazon Capital Services. 4.) Insurance Premium/Deductible Payment.

CITY OF GRAND RAPIDS
CHECKS THAT CAN BE ISSUED BY PRIOR APPROVAL

INTERGOVERNMENTAL:

Minnesota Department of Public Health – Food and beverage license, Hazardous Waste fee, etc.
MN Department of Administration-Ethernet & Collaboration Fees
MN Peace Officer Standards (License for Police) - New Hires & Reserves
Pera Aid Pmt to Other Entities - Greenway School District & GR Public Utilities
State of Minnesota Loan Payments
State of Minnesota Agency Application & Permit Fees
Minnesota Dept of Labor & Industry: Quarterly building permit surcharges, Boiler License
Renewal, and Elevator Licenses
MN Bureau of Criminal Apprehension – Background checks
MN Unemployment
Small Cities Develop. Program (SCDP)-Payments to Itasca Housing Redevel. Authority
Itasca County Attorney-Forfeiture Funds
Itasca County Recording Fees-Registry Tax

EMPLOYEE REIMBURSEMENT/PAYROLL

Out-of-Pocket expenses for City business purchased by City Employees
Registration and reimbursement for schools and conferences if included in budget
Employees' monthly mileage reimbursements
Petty cash reimbursements
Election judges expense reimbursement
Payroll and payroll-related items
Flex benefit quarterly payments
Drug Testing Fees

UTILITY PAYMENTS

Cable Service Fees
Postmaster, Postage, Postage Machine Maintenance & updates
Telephone Bills
Utility Bills
United Parcel Service
Garbage refuse monthly service

OTHER

Curb-Cut/ROW/SWU Reimbursements	Lodging Tax Pmts
Fiscal Agent Fees	Franchise Fees Pmts
Insurance Premiums/Deductibles Pmt	Vehicle Licensing & Titling
Investments	PD-Confidential Buy Fund
GR Fire Relief Pmts	Copier/Fax Machine Lease Pmts
Bank Transaction Fees	Commercial Building Improvement Loan (CBIL) Program Payments

CONT.

CREDIT CARD PMTS

Merchant/Motor Fuel Credit Card Pmts

Merchant fees

Amazon.com/Amazon Capital Services Pmts



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1384 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Passed
File created: 10/7/2020 **In control:** City Council
On agenda: 10/12/2020 **Final action:** 10/12/2020
Title: Consider the adoption of a resolution approving a First Amendment to Purchase Agreement between the City and Aurora Heights LLLP

Sponsors:

Indexes:

Code sections:

Attachments: [Resolution approving the First Amendment to Purchase Agreement](#)
[DOCSOPEN-#677638-v3-First Amendment to Purchase Agreement](#)
[Addendum to PA Letter 9-28-20 \(1\)](#)

Date	Ver.	Action By	Action	Result
10/12/2020	1	City Council	Approved	Pass

Consider the adoption of a resolution approving a First Amendment to Purchase Agreement between the City and Aurora Heights LLLP

Background Information:

The City entered into a Contingent Purchase Agreement with the Itasca County HRA on May 13, 2019 through which the City agreed to sell the former Riverview School site for the development of a 56-unit affordable housing development to be named Aurora Heights.

In October of 2019, the Minnesota Housing Finance Agency awarded Federal Low Income Housing Tax Credits to the project. This award of tax credits addressed the primary contingency within our purchase agreement, allowing the project to move forward into the pre-closing due diligence and design phase.

As the attached September 24, 2020 letter from Diane Larson, Grand Rapids/Itasca County HRA Executive Director and the General Partner of Aurora Heights LLC, indicates, the due diligence revealed some soil conditions that will require remedial efforts that add approximately \$175,000 of estimated construction cost.

Additionally, to assess remaining contamination from a buried fuel tank removed over 30 years ago, HUD required their completion of a Phase II Environmental Study. That study determined that no further action was required and the project received approval from HUD. The cost of the study was \$7,000.

Citing these unanticipated expenses, and others which would have been more obvious at the time of the approving the Contingent Purchase Agreement, the letter from the HRA/Aurora Heights requests an amendment to the Agreement to extend the Closing Date to the end of this year (currently September 30, 2020) and to adjust the purchase price from \$190,000 to \$183,000.

The draft First Amendment to Purchase Agreement reflects the HRA's requested adjustment to the purchase price and closing date. From staff's perspective, the City's approval of this amendment is a reasonable act of good faith that will ensure the sale of the property and the successful development of the project occurs.

Requested City Council Action

Adopt a resolution approving a First Amendment to Purchase Agreement between the City and Aurora Heights LLLP

CITY OF GRAND RAPIDS, MINNESOTA

RESOLUTION NO. _____

**APPROVING A FIRST AMENDMENT TO PURCHASE
AGREEMENT BETWEEN THE CITY OF GRAND RAPIDS, MINNESOTA
AND AURORA HEIGHTS LLLP**

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

1. Background.

1.01. The City and the Housing and Redevelopment Authority in and for the County of Itasca, a public body corporate and politic and political subdivision of the State of Minnesota (the “**County HRA**”) entered into that certain Purchase Agreement dated May 13, 2019 (the “**Initial Purchase Agreement**”) providing, among other things, for the sale of that certain real property situated in Itasca County and as legally described in **Exhibit A** thereto (the “**Property**”).

1.02. The County HRA subsequently assigned its interests in the Purchase Agreement to Aurora Heights LLLP, a Minnesota limited liability limited partnership (“**Buyer**”) in that certain Assignment and Assumption of Purchase Agreement dated July 16, 2020 (the “**Assignment**” and, together with the Initial Purchase Agreement, the “**Purchase Agreement**”); and

1.03. Due to unanticipated delays and environmental obligations required of Buyer, the parties now propose to amend certain terms of the Purchase Agreement to provide the parties with more time to close on the Property and to make certain adjustments to the purchase price.

1.04. There has been presented before the Council a First Amendment to Purchase Agreement (the “**Amendment**”) proposed to be entered into between the City and the Buyer, which sets forth modifications to the Purchase Agreement.

1.05. The Council has reviewed the Amendment and has determined that it is in the best interests of the City to approve and execute the Amendment.

2. Approval of Amendment.

2.01. The City approves the Amendment and authorizes and directs the Mayor and City Clerk to execute the same in substantially the form on file, subject to modifications that do not alter the substance of the transaction and are approved by the Mayor and City Clerk, provided that execution of the Amendment by such officials will be conclusive evidence of their approval.

2.02. City officials and consultants are authorized to take any other actions necessary to carry out the City’s obligations under the Amendment and the Purchase Agreement to timely perform the contemplated transaction contained therein.

Approved this 12th day of October, 2020, by the City Council of the City of Grand Rapids, Minnesota.

Mayor

ATTEST:

City Clerk

FIRST AMENDMENT TO PURCHASE AGREEMENT

This Amendment is made as of _____, 2020 (the “**First Amendment**”), by and between the City of Grand Rapids, Minnesota, a Minnesota municipal corporation (the “**City**”) and Aurora Heights LLLP, a Minnesota limited liability limited partnership (“**Buyer**”).

Recitals

WHEREAS, the City and the Housing and Redevelopment Authority in and for the County of Itasca, a public body corporate and politic and political subdivision of the State of Minnesota (the “**County HRA**”) entered into that certain Purchase Agreement dated May 13, 2019 (the “**Initial Purchase Agreement**”) providing, among other things, for the sale of that certain real property situated in Itasca County and as legally described in **Exhibit A** thereto (the “**Property**”); and

WHEREAS, the County HRA subsequently assigned its interests in the Purchase Agreement to Assignee in that certain Assignment and Assumption of Purchase Agreement dated July 16, 2020 (the “**Assignment**” and, together with the Initial Purchase Agreement, the “**Purchase Agreement**”); and

WHEREAS, due to unanticipated delays and environmental obligations required of Assignee, the parties have determined to enter into this First Amendment and upon approval of the City Council seek to make the effective date of this First Amendment September 30, 2020 so as not to allow the Purchase Agreement to lapse.

Agreement

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of whom does hereby covenant and agree with the other as follows:

1. Amendment to Section 3(a) of the Purchase Agreement. Section 3(a) of the Purchase Agreement is amended as follows:

a. **PURCHASE PRICE**: The total purchase price for the Property is: One Hundred Eighty-Three Thousand and No/100 (\$183,000.00) (“**Purchase Price**”).

2. Amendment to Section 5 of the Purchase Agreement. Section 5 of the Purchase Agreement is amended and restated in its entirety as follows:

5. CLOSING DATE. The closing of the Purchase (the “**Closing**”) shall take place on or before December 31, 2020 (the “**Closing Date**”), or such other date as is mutually agreed upon by the parties. Delivery of all papers and the Closing shall be made at the Grand Rapids, Minnesota office of Itasca County Abstract (“**Title**”) or at such other location as is mutually agreed upon by the parties. All deliveries and notices to the Buyer shall be made as provided in Section 20 of this Agreement.

3. City Council Approval & Effective Date. The parties acknowledge and agree that this First Amendment is subject to the approval of the City Council for the City of Grand Rapids.

Further, upon approval of this First Amendment by written resolution, the parties agree that this First Amendment shall be deemed effective beginning September 30, 2020 and the Purchase Agreement shall not be deemed to lapse and all rights and obligations contained therein shall remain enforceable.

4. Miscellaneous. Except as expressly amended by this First Amendment, the Purchase Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be duly executed as of the day and year first above written.

CITY OF GRAND RAPIDS, MINNESOTA

By _____
Dale Adams, Mayor

By _____
Kimberly Gibeau, City Clerk

AURORA HEIGHTS LLLP,
a Minnesota limited liability limited partnership

By: Aurora Heights LLC
Its: Managing General Partner

By: _____
Diane Larson, Chief Manager



September 24, 2020

Rob Mattei
Director of Community Development
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662

RE: Aurora Heights Purchase Agreement

Dear Mr. Mattei;

On May 13, 2019, the City of Grand Rapids entered into a purchase agreement with the Housing and Redevelopment Authority in and for the County of Itasca to purchase the former Riverview Elementary school site. On July 16, 2020, the Housing and Redevelopment Authority assigned its interests to Aurora Heights LLLP.

There has been a lot of due diligence completed on behalf of Aurora Heights LLLP to be able to construct the Aurora Heights housing project. There have been many items that have come up that have added substantial cost to the project. The Geotechnical Evaluation Report that has been provided to the city identified fill, organic material, and soft clays. The cost to address the soil correction is \$175,000 under the building pads. We also had to raise the site approximately 5 feet at a cost of \$200,000. When the school was removed from the site, the contractor used the hill that the school sat on as fill for the basement under the school. This lowered the site so that the only way to have a gravity flow to the sewer line is to raise the site so there will be frost protection. This is a total of \$375,000 in extra costs required to build on the site. The last item I will bring up is a 6,000-gallon fuel tank that was removed 30 years ago. The tank leaked and was cleaned up except for contaminated soil under the building. During our approval process with HUD, they required us to conduct a Phase II Environmental Study to determine if any of this 30-year-old soil contamination still existed on the site. The cost of this study was \$7,000. The study supported that the amounts of contamination were far less than what MPCA requires for action. Based on this, we received approval from HUD.

We have two requests for an amendment to the purchase agreement. First, we would like the city to reduce the purchase price of the land by \$7,000 covering the cost of the Phase II study. Second, we would like to extend the closing date to December 31, 2020. If you have any questions, please contact me.

Sincerely,

By: Aurora Heights LLC
Its: General Partner

By: *Diane R Larson*
Diane Larson
Its Chief Manager



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1385 **Version:** 1 **Name:** PW PT Winter Maintenance List
Type: Agenda Item **Status:** Passed
File created: 10/7/2020 **In control:** City Council
On agenda: 10/12/2020 **Final action:** 10/12/2020
Title: Consider approving the 2020-2021 Public Works part-time winter maintenance season employee list.
Sponsors:
Indexes:
Code sections:
Attachments: [2020 10-12 PT Winter Maintenance List](#)

Date	Ver.	Action By	Action	Result
10/12/2020	1	City Council	Approved	Pass

Consider approving 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. All employees on this list are return hires for Public Works and they will be effective 10-13-2020, with an end date of 4-30-2021. Their wage rate will be \$18.00 per hour, with the exception of Isaac Olin who will be at \$12.25 as he is a 2nd year summer part-time employee working at the Cemetery.

Staff Recommendation:

Public Works Superintendent, Kevin Koetz, recommends hiring part-time workers for the 2020-2021 winter maintenance season from the attached list.

Requested City Council Action

Make a motion to approve the Public Works Department hiring from the attached list of part-time winter maintenance workers for the 2020-2021 winter maintenance season.

Public Works PT Winter Maintenance List 2020-2021

Return Hires:

Buell, Andrew	\$18.00/Hr	10-13-20 thru 4-30-21
Bumgarner, Roger	\$18.00/Hr	10-13-20 thru 4-30-21
Hidde, Jesse	\$18.00/Hr	10-13-20 thru 4-30-21
Jaeger, Austin	\$18.00/Hr	10-13-20 thru 4-30-21
Kubeczko, Kevin	\$18.00/Hr	10-13-20 thru 4-30-21
Plagemann, Greg	\$18.00/Hr	10-13-20 thru 4-30-21
Ross, Steven	\$18.00/Hr	10-13-20 thru 4-30-21

Return Hires (From Summer PT):

Olin, Isaac	\$12.25/Hr	10-13-20 thru 12-31-20
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CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1386 **Version:** 1 **Name:** Hire Bischoff
Type: Agenda Item **Status:** Passed
File created: 10/7/2020 **In control:** City Council
On agenda: 10/12/2020 **Final action:** 10/12/2020
Title: Consider hiring a regular part-time Maintenance worker at the IRA Civic Center.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
10/12/2020	1	City Council	Approved	Pass

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

Background Information:

Skyler Bischoff has worked Maintenance at the Civic Center in past seasons. He will be hired as a regular part-time employee beginning October 13th at a wage of \$12.00 per hour.

Staff Recommendation:

City staff recommends hiring a regular part-time Maintenance worker at the IRA Civic Center.

Requested City Council Action

Make a motion to hire a regular part-time Maintenance worker at the IRA Civic Center.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1399 **Version:** 1 **Name:** Off-Sale Liquor for CJ Tabke Corp.
Type: Agenda Item **Status:** Passed
File created: 10/9/2020 **In control:** City Council
On agenda: 10/12/2020 **Final action:** 10/12/2020
Title: Consider approving Off-Sale Liquor License for CJ Tabke Corporation.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
10/12/2020	1	City Council	Approved	Pass

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

Background Information:

CJ Tabke Corporation has submitted an application for Off-Sale Liquor License to be located at 1007 Pokegama Avenue, Grand Rapids, MN. This application is for the remainder of 2020, beginning in November.

Staff Recommendation:

Approve application and authorize staff to submit to State of MN AGED for issuance contingent upon receipt of liability insurance and prorated fees.

Requested City Council Action

Make a motion approving Off-Sale Liquor License for CJ Tabke Corporation, contingent upon receipt of liquor liability insurance and prorated fees.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1401 **Version:** 1 **Name:** GPZ State Grant Agreement_Runway Recon
Type: Agenda Item **Status:** Passed
File created: 10/9/2020 **In control:** City Council
On agenda: 10/12/2020 **Final action:** 10/12/2020
Title: Consider adopting a resolution approving grant agreement with the State of Minnesota for the GPZ Runway Reconstruction project.

Sponsors:

Indexes:

Code sections:

Attachments: [Resolution Grand Rapids Agreement 1044882](#)
[GPZ - S.P. A3101-97 - Agreement 1044882](#)

Date	Ver.	Action By	Action	Result
10/12/2020	1	City Council	Approved	Pass

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

Background Information:

The runway reconstruction project is listed on the airports 5-year CIP plan and has been authorized by Council. The City recently received a grant offer from the FAA for this project in the amount of \$4,146,662.00, which is 100% of the project cost. Typical grants from the FAA for airport projects are 90%, but this year the federal government is supplementing grants with CARES monies. The split on the funding is \$3,731,996.44 of FAA entitlement funds and \$414,666.27 of FAA CARES Act funding. This grant covers the reconstruction of the main runway (16/34). The City's portion of the project will be \$0.00. Attached is a copy of the grant agreement for reference.

Staff Recommendation:

City staff recommends approving grant agreement with the State of Minnesota for the GPZ Runway Reconstruction project, in the amount of \$4,146,662.00, and authorizing City Engineer Matt Wegwerth to be the sponsors representative

Requested City Council Action

Make a motion adopting a resolution approving grant agreement with the State of Minnesota for the GPZ Runway Reconstruction project, in the amount of \$4,146,662.00, and authorizing City Engineer Matt Wegwerth to be the sponsors representative.

RESOLUTION

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT
EXCLUDING LAND ACQUISITION**

It is resolved by the **City of Grand Rapids** as follows:

1. That the state of Minnesota Agreement No. **1044882**,
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. **A3101-97** at the **Grand Rapids/Itasca County Airport-Gordon
Newstrom Field Airport** is accepted.

2. That the _____ and _____ are
(Title) (Title)
authorized to execute this Agreement and any amendments on behalf of the
City of Grand Rapids.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF _____

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

(Name of the Recipient)

at an authorized meeting held on the _____ day of _____, 20____

as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

**GRANT AGREEMENT FOR AIRPORT IMPROVEMENT
EXCLUDING LAND ACQUISITION**

This Agreement is by and between the State of Minnesota acting through its Commissioner of Transportation (“State”), and the City of Grand Rapids and County of Itasca (“Recipient”).

WHEREAS, the Recipient desires the financial assistance of the State for an airport improvement project (“Project”) as described in Article 2 below; and

WHEREAS, the State is authorized by Minnesota Statutes Sections 360.015 (subdivisions 13 & 14) and 360.305 to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, or maintenance of airports and other air navigation facilities; and

WHEREAS, the Recipient has provided the State with the plans, specifications, and a detailed description of the airport improvement Project.

NOW, THEREFORE, it is agreed as follows:

1. This Agreement is effective upon execution by the Recipient and the State, and will remain in effect until **September 30, 2024**.
2. The following table provides a description of the Project and shows a cost participation breakdown for each item of work:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Local Share</u>
<u>Rehabilitate Runway 16/34 (5700 x 100 feet), replace existing High Intensity Runway Lighting (HIRL) system, replace PAPIs, and relocate wastewater treatment plant access road.</u>	<u>100%</u>	<u>0%</u>	<u>0%</u>

3. The Project costs will not exceed **\$4,146,662.00**. The proportionate shares of the Project costs are: Federal: Committed **\$4,146,662.00**, Multi-Year Amount: **\$0.00**; State: **\$0.00**, and Recipient: **\$0.00**. This project is not estimated to be completed this fiscal year and the federal multiyear amount is an estimate only. These additional funds are not committed by the state and are only available after being made so by the U.S. government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for this Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No funds are committed under this Agreement until they are encumbered by the State. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Recipient has complied with all terms of this Agreement, and furnished all necessary records.
4. The Recipient will designate a registered engineer (the “Project Engineer”) to oversee the Project work. If, with the State’s approval, the Recipient elects not to have such services performed by a registered engineer, then the Recipient will designate another responsible person to oversee such work, and any references herein to the “Project Engineer” will apply to such responsible person.
5. The Recipient will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State’s Office of Aeronautics and are incorporated into this Agreement by reference. Any changes in the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Recipient, the Project Engineer, and the contractor. Change orders must be submitted to the State. Subject to the availability of funds the State may prepare an amendment to this Agreement to reimburse the Recipient for the allowable costs of qualifying change orders.
6. The Recipient will make payments to its contractor on a work-progress basis. The Recipient will submit requests for reimbursement of certified costs to the State on state-approved forms. The State will reimburse the Recipient for the state and federal shares of the approved Project costs.
 - a. At regular intervals, the Recipient or the Project Engineer will prepare a partial estimate in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s). Partial estimates must be completed no later than one month after the work covered by the estimate is completed. The Project Engineer and the contractor must

- certify that each partial estimate is true and correct, and that the costs have not been included on a previous estimate.
- b. Following certification of the partial estimate, the Recipient will make partial payments to the contractor in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s).
 - c. Following certification of the partial estimate, the Recipient may request reimbursement from the State for costs eligible for federal and state participation. A copy of the partial estimate must be included with the Recipient's request for payment. Reimbursement requests and partial estimates should not be submitted if they cover a period in which there was no progress on the Project.
 - d. Upon completion of the Project(s), the Recipient will prepare a final estimate in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s). The final estimate must be certified by the Recipient, Project Engineer and the contractor.
 - e. Following certification of the final estimate, the Recipient will make final payment to the contractor in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s).
 - f. Following certification of the final estimate, the Recipient may request reimbursement from the State for costs eligible for federal and state participation. A request for final payment must be submitted to the State along with those project records required by the State.
7. For a Project which involves the purchase of equipment, the Recipient will be reimbursed by the State in one lump sum after the Recipient: (1) has acquired both possession and unencumbered title to the equipment; and (2) has presented proof of payment to the State, and (3) a certificate that the equipment is not defective and is in good working order. The Recipient will keep such equipment, properly stored, in good repair, and will not use the equipment for any purpose other than airport operations.
 8. If the Project involves force-account work or project donations, the Recipient must obtain the written approval of the State and Federal Aviation Administration (FAA). Force-account work performed or project donations received without written approval by the State will not be reimbursed under this Agreement. Force-account work must be done in accordance with the schedule of prices and terms established by the Recipient and approved by the State.
 9. Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (g) (1), the Recipient will operate its airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Recipient receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. The Recipient will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property, which is purchased or improved with State aid funds without prior written approval from the State. If the State approves such transfer or change in use, the Recipient must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.
 10. This Agreement may be terminated by the Recipient or State at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the Recipient as set forth in this Agreement. In the event of such a termination, the Recipient will be entitled to reimbursement for eligible expenses incurred for work satisfactorily performed on the Project up to the date of termination. The State may immediately terminate this Agreement if it does not receive sufficient funding from the Minnesota Legislature or other funding source, or such funding is not provided at a level sufficient to allow for the continuation of the work covered by this Agreement. In the event of such termination, the Recipient will be reimbursed for work satisfactorily performed up to the effective date of such termination to the extent that funds are available. In the event of any complete or partial state government shutdown due to a failure to have a budget approved at the required time, the State may suspend this Agreement, upon notice to the Recipient, until such government shutdown ends, and the Recipient assumes the risk of non-payment for work performed during such shutdown.
 11. Pursuant to Minnesota Rules 8800.2500, the Recipient certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Recipient has the legal authority to engage in the Project as proposed.
 12. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the Recipient will maintain such records and provide such information, at the request of the State, so as to permit the Department of Transportation, the Legislative Auditor, or the State Auditor to examine those books, records, and accounting procedures and practices of the Recipient relevant to this

Agreement for a minimum of six years after the expiration of this Agreement.

13. The Recipient will save, defend, and hold the State harmless from any claims, liabilities, or damages including, but not limited to, its costs and attorneys' fees arising out of the Project which is the subject of this Agreement.
14. The Recipient will not utilize any state or federal financial assistance received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Recipient from utilizing these funds to pay any party who might be disqualified or debarred after the Recipient's contract award on this Project.
15. All contracts for materials, supplies, or construction performed under this Agreement will comply with the equal employment opportunity requirements of Minnesota Statutes Section 181.59.
16. The amount of this Agreement is limited to the dollar amounts as defined in Article 3 above. Any cost incurred above the amount obligated by the State is done without any guarantee that these costs will be reimbursed in any way. A change to this Agreement will be effective only if it is reduced to writing and is executed by the same parties who executed this Agreement, or their successors in office.
17. For projects that include consultant services, the Recipient and its consultant will conduct the services in accordance with the work plan indicated in the Recipient's contract for consultant services, which shall be on file with the State's Office of Aeronautics. The work plan is incorporated into this Agreement by reference. The Recipient will confer on a regular basis with the State to coordinate the design and development of the services.
18. The parties must comply with the Minnesota Government Data Practices Act, as it relates to all data provided to or by a party pursuant to this Agreement.
19. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
20. For projects including federal funding, the Recipient must comply with applicable regulations, including, but not limited to, Title 14 Code of Federal Regulations, subchapter I, part 151; and Minnesota Rules Chapter 8800. The Catalog of Federal Domestic Assistance (CFDA) number for the federal Airport Improvement Program is 20.106.
21. For all projects, the Recipient must comply, and require its contractors and consultants to comply, with all federal and state laws, rules, and regulations applicable to the work. The Recipient must advertise, let, and award any contracts for the project in accordance with applicable laws. The State may withhold payment for services performed in violation of applicable laws.
22. Under this Agreement, the State is only responsible for receiving and disbursing federal and state funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venture with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Recipient, however, the Recipient will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Recipient's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
23. **Telecommunications Certification.** By signing this agreement Recipient certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Recipient does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Recipient will include this certification as a flow down clause in any contract related to this agreement.
24. **Title VI/Non-discrimination Assurances.** Recipient agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Recipient will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Recipient's compliance with this provision. The Recipient must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Recipient staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

State Encumbrance Verification

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

By: _____

Date: _____

MAPS Order No: _____

Recipient

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Commissioner, Minnesota Department of Transportation

By: _____

Director, Office of Aeronautics

Date: _____

Mn/DOT Contract Management

as to form & execution

By: _____

Date: _____

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

By: _____

Date: _____



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1400 **Version:** 1 **Name:** Board & Commission Minutes
Type: Minutes **Status:** Approved
File created: 10/9/2020 **In control:** City Council
On agenda: 10/12/2020 **Final action:** 10/12/2020
Title: Review and acknowledge minutes for Boards & Commissions.
Sponsors:
Indexes:
Code sections:
Attachments: [March 12, 2020 PCA Board minutes](#)
[September 1, 2020 Arts & Culture minutes](#)

Date	Ver.	Action By	Action	Result
10/12/2020	1	City Council	Acknowledge Boards and Commissions	

Review and acknowledge minutes for Boards & Commissions.

Police Community Advisory Board Meeting

March 12, 2020

Grand Rapids City Hall

4:30 PM Room 2B

Call to Order

The meeting was called to order by Chair Uzelac at 4:31 PM in Room 2B of the City Hall

Roll Call - Introductions

Present: Wendy Uzelac, Jackie Dowell, Laurie Turman, John Nalan, Tom Neustrom, Megan Phillips, Scott Johnson, Steve Schaar,

New Member Liz Branum was introduced as the newest member and welcomed to the Board.

Absent: Gail Adams

Approval of Minutes

Motion to approve the minutes of November 14, 2019. Moved by Dowell, Seconded by Phillips. Motioned carried.

Election of Officers

Motion by Turman, Seconded by Branum, to nominate Uzelac for the position of Chair. Motion carried unanimously.

Motion by Dowell, Seconded by Nalan, to nominate Phillips for the position of Vice Chair. Motion carried unanimously.

Motion by Uzelac, Seconded by Turman, to nominate Dowell for Secretary. Motion carried unanimously.

Therefore, 2020 Officers are:

Chair -	Wendy Uzelac
Vice Chair –	Megan Phillips
Secretary –	Jackie Dowell

Public Comment

There were no members of the public present

City Attorney

Johnson explained that City Attorney Sterle had planned to attend the meeting but could not as he was in court.

Board Member Updates

Dowell asked if Board Members would be receiving City e-mail addresses. Schaar said he would check and respond back to the Board.

Phillips said she was contacted by a citizen who told her that his daughter had been sexually assaulted and that it was reported to police. The man stated that he later stopped by the police station to check on the status of the case and a police officer with red hair and a beard said he could not tell him that and said he would not get involved in another officer's case. Schaar explained that the only employee fitting that description may be CSO Fischer and that he is not a sworn officer. Schaar asked Phillips to have the man call him.

Uzelac shared a conversation she had with a man about activity at the Fairgrounds

Old Business

A discussion took place regarding the citizen satisfaction surveys. The consensus of the Board was that the surveys were valuable. The Board expressed a desire for the surveys to be brought to the next Board meeting.

Motion by Turman, Seconded by Nalan, to direct the police department to continue the surveys during the months of August, September and October, 2020. Motion passed unanimously.

The Board discussed ride-a-longs with officers, interviews of investigators and reserve officers, and subsequent newspaper articles. The consensus was that these were valuable and should continue. Pam Dowell received praise for writing the articles that appeared in the Grand Rapids Herald Review and that the Board wanted Pam Dowell to continue to write these articles. Jackie Dowell said she would like to perform a ride-a-long with Sergeant Carlson. Phillips said she would like to shadow SRO Lease at the High School.

New Business

Phillips brought up Warrant Wednesday and said her objection was to the comments citizens placed on Facebook regarding this. Johnson stated Warrant Wednesday lasted for five hours and that at this time the department has no plans to reinstitute it.

The Board discussed meeting dates and times. It was agreed that the second Thursday in odd number months at 4:30 PM was acceptable.

The Board then set the 2020 meeting dates as follows:

May 7, 2020 @ 4:30 PM (Note: A change from the above as Neustrom had a work conflict)
July 9, 2020 @ 4:30 PM
September 10, 2020 @ 4:30 PM
November 12, 2020 @ 4:30 PM

The Board discussed development of future agendas. They expressed their desire that Police Administrative Assistant Jackie Heinrich continue to send an e-mail out to each board member asking for agenda items and would like this done a minimum of ten days in advance of the meeting. The Board felt that this worked well and expressed their appreciation for Jackie Heinrich doing so.

Johnson explained that Itasca County owns the Fairgrounds and that the County Fair Board (Agricultural Society) runs the Fair. Both deputies and police officers can enforce ordinances on the Fair grounds.

The Board asked for a list of public events that Board Members could assist the police department with. Schaar said he would compile a list and e-mail it to members.

Dowell pointed out that the City web site states that there are seven members of the Board. In fact, there are nine. She asked that the web site be changed to reflect the accurate number. Schaar stated he would speak with the City Clerk.

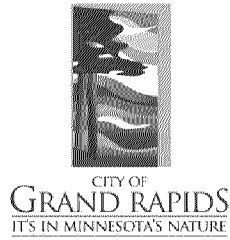
Dowell again reminded the Board that there is one Board Member that has not attended any meetings. She expressed concern that this violates the By-Laws and impacts the ability of the Board to form a quorum should members be unable to attend meetings. Schaar stated he would look into this.

Neustrom stated that there are times that traffic backs up badly in the area of the IRA Civic Center and High School when there are dual events taking place i.e. Civic Center, High School, Reif Center. He said vehicles are also parked on NW 14th Street, which exasperates the problem. He suggested that when these dual events take place that officers direct traffic at the intersection with Hwy 38. The police department will obtain a list of dual events.

The next meeting date was set for May 7, 2020 at 4:30 PM.

Chair Uzelac adjourned the meeting at 5:47 PM.

Respectfully submitted by S. A. Johnson



ARTS AND CULTURE COMMISSION MINUTES

CALL TO ORDER: Pursuant to due notice and call thereof the regular meeting of the Grand Rapids Arts and Culture Commission was held in Conference Room 2A of the Grand Rapids City Hall, 420 N. Pokegama Avenue, Grand Rapids, Minnesota on Tuesday, September 1, 2020 at 3:52 PM.

Call of Roll: On a call of roll, the following members were present: Anne-Marie Erickson, David Marty, Tom Sippola, Ed Zabinski, Kari Hedlund, Kayla Aubid, Gail Otteson, Myrna Peterson. Absent: Jessie Siiter

Staff Present: Tom Pagel, Kimberly Gibeau

Public Input: None.

Setting the Agenda: No additions or changes are noted.

Correspondence: None.

Approval of Minutes:

Motion by Peterson, second by Marty to approve the minutes for March 10, 2020 as presented.

Motion passed by unanimous vote.

Financials: Reviewed and accepted financials as presented.

Artist in Residence: None.

Old Business: None.

New Business

Conduct artist interview for Indigenous Public Art Project:

- Greg Mueller, Mueller Studios LLC, presented three different concepts, provided overview of timeline and cost.

Due to a scheduling issue, Duane Goodwin, was not in attendance. After speaking with Mr. Goodwin, it is decided that at the conclusion of further Commission discussion, the meeting will be recessed until Tuesday, September 8, 2020 at 4:30 PM to allow for Mr. Goodwin to present his sculpture concepts.

Members continued review of Mueller Studios submission, directing staff to ask Mr. Mueller for clarification regarding community engagement. Scoring will be completed following Mr. Goodwin's presentation.

Motion by Marty, second by Aubid to recess the meeting until Tuesday, September 8, 2020 at 4:30 PM. Motion passed by unanimous vote.

Reconvened Tuesday, September 8, 2020 at 4:30 PM. On a call of roll, the following members were present: Anne-Marie Erickson, David Marty, Tom Sippola, Ed Zabinski, Kari Hedlund, Kayla Aubid, Gail Otteson, Myrna Peterson. Absent: Jessie Siiter. Staff included Tom Pagel and Kimberly Gibeau.

(continue) Conduct artist interview for Indigenous Public Art Project:

- Duane Goodwin presented sculpture concept, explaining type of rock material, origin and meaning. If awarded, Mr. Goodwin would carve the sculpture on site.

Commission members discussed aspects of both artists and concepts presented. Recommended signage for interpretive purposes.

Motion by Aubid, second by Peterson to award Indigenous Public Art Project to Duane Goodwin and forward recommendation to City Council for approval of contract. Motion passed by unanimous vote.

The next meeting will begin at the Riverside Park, located at the intersection of Hwy 169 and River Road to review sculpture site with Mr. Goodwin.

There being no further business, the meeting adjourned at 5:46 PM.

Respectfully submitted:

Kimberly Gibeau, City Clerk