



# CITY OF GRAND RAPIDS

## Meeting Agenda Full Detail City Council

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Monday, August 10, 2020

5:00 PM

City Hall Council Chambers

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

**CALL TO ORDER:** Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, August 10, 2020 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL

### MEETING PROTOCOL POLICY

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

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

### COUNCIL REPORTS

### APPROVAL OF MINUTES

20-1222 Consider approving Council minutes for Monday, June 8, 2020 and Monday, July 27, 2020, Worksession and Regular meetings.

**Attachments:** [July 27, 2020 - Worksession](#)  
[July 27, 2020 - Regular Meeting](#)  
[June 8, 2020 - Worksession](#)  
[June 8, 2020 - Regular Meeting](#)

### VERIFIED CLAIMS

20-1252 Consider approving the verified claims for the period July 21, 2020 to August 3, 2020 in the total amount of \$957,722.63.

**Attachments:** [BILL LIST 08-10-20.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.     20-1211     Consider adopting job descriptions for IRA Civic Center Shift Lead and IRA Civic Center Maintenance I and adopting the amended 2020 Pay Range for Part-time, Seasonal, and Temporary Employees.  
**Attachments:**    Copy of 2020 Proposed Pay Range for Part-time Seasonal and Temporary Emp  
                          Civ.Ctr - IRA Civic Center Shift Lead  
                          Civ.Ctr - IRA Civic Center Maintenance I
  
2.     20-1221     Consider renewing a 3 year Software License Agreement with Schedule Anywhere, (ABS) Atlas Business Solutions, Inc. for the Police Department.  
**Attachments:**    RCA ABS Solutions
  
3.     20-1223     Consider entering into an Amended Contract for Auditing Services with Redpath and Company, Ltd. for the fiscal years 2020 through 2022.  
**Attachments:**    Amended Contract for Auditing Services
  
4.     20-1224     Consider approving a resolution authorizing the 2020 budgeted operating transfers.  
**Attachments:**    Operating transfers-Res
  
5.     20-1226     Consider accepting the Fire Relief Association Schedule Form for Lump-Sum Pension reporting Year 2020, 2019 Financial Statements, and authorize the budgeted \$5,000 contribution to the Fire Relief Association.  
**Attachments:**    2020 SC-20
  
6.     20-1233     Consider approving an Addendum to the Lease Agreement with ISD 318 for use of the IRA Civic Center  
**Attachments:**    HS Lease Addendum 2020
  
7.     20-1234     Consider approving Final Payment for CP 2019-2, Grand Rapids / Cohasset Connection Trail and Balancing Change Order 2.  
**Attachments:**    Final CP2019-2PayApp6  
                          Balancing CO
  
8.     20-1235     Consider adopting a resolution awarding a contract for CP 2020-5, the Riverside Park Lighting Project  
**Attachments:**    Lanyk bid  
                          8-10-20 Resolution Award CP 2020-5
  
9.     20-1239     Consider approval of seasonal Golf Employees
  
10.    20-1240     Consider authorizing Library to purchase 7 book carts DEMCO, Inc.

- Attachments:** [Demco Inc. \(book carts\)](#)
11. [20-1241](#) Consider authorizing Facilities staff to request and accept low quotes for Library construction project.
- Attachments:** [Library concrete work quote Hawk Construction](#)  
[Library concrete work quote TNT Aggregates](#)  
[Library door quote Anderson Glass](#)  
[Library door quote SGI](#)  
[Library drive thru window Anderson Glass](#)  
[Library drive thru window SGI](#)
12. [20-1242](#) Consider entering into an Ice Rental Agreement with Grand Rapids Amateur Hockey Association.
- Attachments:** [GRAHA - IRA Rental Agreement 2020](#)
13. [20-1243](#) Consider entering into a Concessionaire Agreement with Grand Rapids Amateur Hockey Association.
- Attachments:** [GRAHA - City Concessionaire Agreement 2020](#)
14. [20-1245](#) Consider entering into a Venue Agreement with LiveBarn Inc. to provide live streaming of hockey games at the IRA Civic Center.
- Attachments:** [LiveBarn Contract 2020](#)
15. [20-1248](#) Consider adoption of a resolution authorizing the City of Grand Rapids to make application to and accept funds from the MN Department of Iron Range Resources and Rehabilitation Community Infrastructure Grant Program.
- Attachments:** [IRRRB Resolution for Solar Garden project.pdf](#)
16. [20-1249](#) Consider adoption of a resolution authorizing the City of Grand Rapids to make application to and accept funds from the MN Department of Iron Range Resources and Rehabilitation Development Infrastructure Grant Program.
- Attachments:** [IRRRB Resolution for MDI project.pdf](#)
17. [20-1251](#) Consider approving 2020 Cares Act Grant County-Municipality Agreement and accept grant funds.
- Attachments:** [2020 CARES Act County - Municipality Grant Agreement](#)
18. [20-1253](#) Consider authorizing the purchase of a new scoreboard to be placed at Streetar Field.
- Attachments:** [Scoreboard Quote 2020](#)
19. [20-1255](#) Consider adopting a resolution appointing additional election judges for the August 11, 2020 Primary Election and November 3, 2020 General Election.

**Attachments:** [20- - Additional Election Judges](#)

20. [20-1256](#) Consider the adoption of a resolution approving collateral assignment and subordination agreement between the City, Pillars of Grand Rapids LLC, and Grand Rapids State Bank.  
**Attachments:** [DOCSOPEN-#667805-v1-City reso approving Subordination.pdf](#)  
[DOCSOPEN-#667495-v3-GRSB Pillars Collateral Assignment and Subordi](#)
21. [20-1260](#) Consider a resolution ordering the improvement of and plans and specifications for the New Fire Hall - 2020, City Project 2020/FD-1.  
**Attachments:** [8-10-2020 Resolution Order Improvement and Plans and Specs for Fire Hall](#)
22. [20-1261](#) Consider a resolution approving plans and specifications and ordering advertisement for bids on Phase 1 of New Fire Hall - 2020, City Project 2020/FD-1.  
**Attachments:** [8-10-2020 Resolution Ordering Advertisement Ph 1 Fire Hall](#)
23. [20-1263](#) Consider the adoption of a revised resolution authorizing a grant application to the United States Economic Development Administration, under the CARES Act, of up to \$3,041,568 for the Grand Rapids/Cohasset Industrial Park Infrastructure Project and to provide matching funds of up to \$760,240.  
**Attachments:** [\(REVISED\) Resolution authorizing FED EDA application .pdf](#)

#### 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.*

#### FINANCE DEPARTMENT

24. [20-1250](#) Consider adopting a resolution providing for the Sale of \$2,375,000 General Obligation Street Reconstruction Bonds, Series 2020A.  
**Attachments:** [Call resolution, Series 2020A](#)  
[PreSaleReport.Grand Rapids.2020A](#)

#### HOUSING & REDEVELOPMENT AUTHORITY

25. [20-1262](#) Consider a resolution approving request to transfer HUD Program from Housing and Redevelopment Authority of Grand Rapids, MN to Housing and Redevelopment Authority of Itasca County, MN.  
**Attachments:** [8-10-2020 Resolution - City Council \(HUD approval\) \(1252175-2x89580\)](#)

#### ADJOURNMENT

*NEXT REGULAR MEETING IS SCHEDULED FOR AUGUST 24, 2020 AT 5:00 P.M.*

*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)

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**File #:** 20-1222      **Version:** 1      **Name:**

**Type:** Agenda Item      **Status:** Approval of Minutes

**File created:** 7/29/2020      **In control:** City Council

**On agenda:** 8/10/2020      **Final action:**

**Title:** Consider approving Council minutes for Monday, June 8, 2020 and Monday, July 27, 2020, Worksession and Regular meetings.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [July 27, 2020 - Worksession](#)  
[July 27, 2020 - Regular Meeting](#)  
[June 8, 2020 - Worksession](#)  
[June 8, 2020 - Regular Meeting](#)

Date	Ver.	Action By	Action	Result
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Consider approving Council minutes for Monday, June 8, 2020 and Monday, July 27, 2020, Worksession and Regular meetings.



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council Work Session

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Monday, July 27, 2020

4:00 PM

Conference Room 2A

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

**CALL TO ORDER:** Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Monday, July 27, 2020 at 4:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

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

**Present** 4 - Mayor Dale Adams, Councilor Rick Blake, Councilor Tasha Connelly, and Councilor Michelle Toven

**Absent** 1 - Councilor Dale Christy

**Staff present:**

*Chad Sterle, Barb Baird, Erik Scott*

### Discussion Items

1. Financial Statement Presentation by David J. Mol, Partner, Redpath & Company, Ltd.  
*David Mol of Redpath and Company provides annual City Financial Statement information update, including compliance reports, programs included and other required standards met.*  
**Received and Filed**
2. Discuss Memorandum of Understanding Between Mississippi Headwaters Board and City of Grand Rapids.  
*Tim Terrell, Executive Director of Mississippi Headwaters Board, discusses Memorandum of Understanding providing for signage along the river. The term is five years and upkeep will be shared at 50%.*  
**Received and Filed**
3. Review 5:00 PM Regular Meeting  
*Discussed additions to Consent agenda.*

**ADJOURN**

*There being no further business, the meeting adjourned 4:46 pm.*

*Respectfully submitted:*

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk





# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council

---

Monday, July 27, 2020

5:00 PM

City Hall Council Chambers

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

**CALL TO ORDER:** Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, July 27, 2020 at 5:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL

**Present** 4 - Mayor Dale Adams  
Councilor Rick Blake  
Councilor Tasha Connelly  
Councilor Michelle Toven

**Absent** 1 - Councilor Dale Christy

### Staff present:

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

### MEETING PROTOCOL POLICY

### PUBLIC FORUM

*Bob Broking, Grand Rapids Speedway, provides update on season schedule and issue with running overtime on first night. Will not allow to run past 10:00 pm in the future. Social distancing is addressed by dividing bleacher sections. Pit area is separated in to two groups. Attorney Sterle advises that the speedway will need to submit a request to run races beyond 10:00 pm in advance.*

### COUNCIL REPORTS

*Councilor Connelly updates on GREDA disbursements. Advising that some funds are still available to help support area businesses during the pandemic. Turn around on loans are quickly processed.*

*Councilor Blake noted that the bonding bill failed to pass legislature, causing the delay of many needed projects.*

*Council Toven provides update on HRA activities and current programs.*

### APPROVAL OF MINUTES

Consider approving Council minutes for June 22, 2020 Regular Meeting, June 29, 2020 Special Meeting and July 13, 2020 Worksession and Regular Meetings.

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

#### **VERIFIED CLAIMS**

Consider approving the verified claims for the period July 7, 2020 to July 20, 2020 in the total amount of \$1,211,305.87, of which \$282,625.63 are debt service payments.

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

**Aye** 4 - Mayor Dale Adams  
Councilor Rick Blake  
Councilor Tasha Connelly  
Councilor Michelle Toven

#### **CONSENT AGENDA**

1. Consider amending the job description for Accounting Technician/Accounts Payable and appoint Sara Holum to the vacancy.  
**Approved by consent roll call**
2. Consider entering into a Memorandum of Understanding Between Mississippi Headwaters Board and City of Grand Rapids.  
**Approved by consent roll call**
3. Consider approving Change Order 3 related to CP 2014-2, 2019 Street Improvements Project - 2nd Avenue NE.  
**Approved by consent roll call**
4. Consider approving the School Resource Officer Agreement for the 2020 - 2021 school year with School District #318.  
**Approved by consent roll call**
5. Consider a Purchase Agreement, Lease Back Agreement, and Temporary Easement with Itasca County related to the existing Fire Hall.  
**Approved by consent roll call**
6. Consider adopting a resolution accepting a donation of \$50.00 in gift cards for SuperOne Foods from Chuck Hildebrandt to the Fire Department.  
**Adopted Resolution 20-50 by consent roll call**

7. Consider adopting a resolution appointing election judges for the 2020 Primary and General elections.  
**Adopted Resolution 20-51 by consent roll call**
8. Consider approval of the first of two Subordination Agreements with American Bank of the North regarding the Rapids Brewing SCDP Program loan.  
**Approved by consent roll call**
9. Consider approval of the second of two Subordination Agreements with American Bank of the North regarding the Rapids Brewing SCDP Program loan.  
**Approved by consent roll call**
10. Consider approval of a Subordination Agreement with SPEDCO regarding the Rapids Brewing SCDP Program loan.  
**Approved by consent roll call**
11. Consider adopting a resolution proclaiming and declaring a local emergency and extension of declared local emergency.  
**Adopted Resolution 20-52 by consent roll call**
12. Consider authorizing staff to solicit quotes and accept low quote for dumpster screening at Central School from Keller Fence Company, for a total cost of \$5620.  
**Approved by consent roll call**
13. Consider the appointment of Kimberly Jo Forster to the position of Public Works Seasonal Maintenance.  
**Approved by consent roll call**
14. Consider approving temporary liquor license for Fraternal Order of Eagles.  
**Approved by consent roll call**
- 14a. Consider authorizing the purchase of a new entrance sign at the Itasca Calvary Cemetery from Eck Designs, LLC.  
**Approved by consent roll call**
- 14b. Consider approving City Employee Election Worker Program.  
**Approved by consent roll call**

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

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

**Aye** 4 - Mayor Dale Adams  
Councilor Rick Blake  
Councilor Tasha Connelly  
Councilor Michelle Toven

**SETTING OF REGULAR AGENDA**

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

**ENGINEERING\PUBLIC WORKS**

Consider adopting a resolution awarding a contract for CP 2015-3, US Highway 2 West Trail.

*Matt Wegwerth presented background information and requested adoption of resolution. Relocation of some utilities is underway now. Trail construction will take place mostly in spring 2021.*

**A motion was made by Councilor Rick Blake, second by Councilor Tasha Connelly, adopting Resolution 20-53, awarding contract for CP 2015-3 as presented. The motion carried by the following vote.**

**Aye** 4 - Mayor Dale Adams  
Councilor Rick Blake  
Councilor Tasha Connelly  
Councilor Michelle Toven

**ADJOURNMENT**

**A motion was made by Councilor Michelle Toven, second by Councilor Tasha Connelly, to adjourn the meeting at 5:22 PM. The motion PASSED by unanimous vote.**

*Respectfully submitted:*

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council Work Session

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Monday, June 8, 2020

4:30 PM

Council Chambers

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

**CALL TO ORDER:** Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Monday, June 8, 2020 at 4:30 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

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

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

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

### Discussion Items

1. Discuss emergency replacement of Engine 116.  
*Fire Chief Cole presents information regarding the structural frame failure of the truck and the necessity for immediate replacement. Review of cost and current funds available. Discussed replacement v. repair. This item will be added to the agenda for the regular meeting for consideration.*
2. Review 5:00 PM Regular Meeting  
*Addition of item #4a under consent, calling for a committee to be formed for purchasing a new truck for the Fire Department.  
Discussed appointing Council representative to the Human Rights Commission.*

### ADJOURN

*There being no further business, the meeting adjourned at 5:00 PM.*

*Respectfully submitted:*

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council

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Monday, June 8, 2020

5:00 PM

City Hall Council Chambers

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

**CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, June 8, 2020 at 5:01 p.m. in 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, Travis Cole, Rob Rima, Erik Scott*

### 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

*Mayor Adams appreciates City staff efforts working with local restaurants to supply extra outdoor seating.*

*Councilor Christy acknowledges first responders for providing birthday wishes to community children and elderly during the shelter in place order.*

*Councilor Toven expressed appreciations to City staff for adapting and providing services. Specifically noted Library efforts to make adjustments that provide continued access to library material. Also noted safe and peaceful protests and community engagement. Thank you to local law enforcement.*

### APPROVAL OF MINUTES

Consider approving City Council minutes for Tuesday, May 26, 2020 Worksession and Regular meetings.

**A motion was made by Councilor Tasha Connelly, second by Councilor Dale**

**Christy, 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 May 19, 2020 to June 1, 2020 in the amount of \$814,166.64.

**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. Consider adopting a resolution approving LG214 Premises Permit application for VFW Post 1720.  
**Adopted Resolution 20-37 by consent roll call**
2. Consider making a motion to add Grant Anderson and Alan Waller to the Public Works Part-Time Eligibility List and hire each of them for the 2020 Spring/Summer Maintenance Season.  
**Approved by consent roll call**
3. Consider approving Amendment #1 to the MNDOT Airport Maintenance and Operations Grant Contract for the Grand Rapids/Itasca County Airport.  
**Approved by consent roll call**
4. Consider approving the Public Works Department's request to solicit quotes for the purchase of the 2020 budgeted sidewalk/trail machine  
**Approved by consent roll call**
- 4a. Consider directing the Fire Chief to assemble a truck committee to replace 116 Fire Truck and receive quotes through HGAC.  
**Approved 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. 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 Dale Christy, 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**

5. Review and acknowledge minutes for Boards and Commissions.

**Acknowledge Boards and Commissions**

#### **FIRE DEPARTMENT**

6. Consider entering into a Joint Powers Agreement between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the State Fire Marshal and the City of Grand Rapids to conduct all hotel inspections and adopt a resolution amending the City of Grand Rapids fee schedule.

*Chief Cole presented draft agreement, reviewing terms of joint powers.*

**A motion was made by Councilor Dale Christy, second by Councilor Tasha Connelly, to adopt Resolution 20-38, amending the City Wide Fee Schedule. The motion carried by the following vote.**

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

7. Consider authorizing the emergency purchase and installation of a Cast Air 7.5 hp 120 gallon vertical air compressor.

**A motion was made by Councilor Tasha Connelly, second by Councilor Rick Blake, authorizing purchase and installation of Cast Air Vertical Air Compressor 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

**ADMINISTRATION DEPARTMENT**

8. Consider appointments to the Human Rights Commission.

*Discussed assigning Council representation to the Commission as well as appointing three applicants to fill vacancies.*

**A motion was made by Councilor Michelle Toven, second by Councilor Rick Blake, to appoint Angela Erickson, Glen Hodgson and Leann Stoll to the Human Rights Commission, terms to expire March 1, 2023 and assign Councilor Tasha Connelly to serve as City Council representative. 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 Dale Christy, second by Councilor Rick Blake to adjourn the meeting at 5:17 pm. The motion carried by the following vote.**

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

*Respectfully submitted:*

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 20-1252      **Version:** 1      **Name:** VERIFIED CLAIMS  
**Type:** Agenda Item      **Status:** Verified Claims  
**File created:** 8/6/2020      **In control:** City Council  
**On agenda:** 8/10/2020      **Final action:**  
**Title:** Consider approving the verified claims for the period July 21, 2020 to August 3, 2020 in the total amount of \$957,722.63.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [BILL LIST 08-10-20.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period July 21, 2020 to August 3, 2020 in the total amount of \$957,722.63.

### **Requested City Council Action**

Make a motion approving the verified claims for the period July 21, 2020 to August 3, 2020 in the total amount of \$957,722.63.

DATE: 08/06/2020  
 TIME: 09:09:52  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 08/10/2020

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
0120440	ATLAS BUSINESS SOLUTIONS INC	384.00
	TOTAL	384.00
CITY WIDE		
0501650	EARL F ANDERSEN	3,829.50
0518366	ERICKSON'S ITASCA LUMBER INC	543.00
0601690	FASTENAL COMPANY	27.50
0712225	GLEN'S ARMY NAVY STORE INC	1,098.90
1015325	JOHNSON CONTROLS FIRE	232.79
1415377	NORTHERN BUSINESS PRODUCTS INC	123.43
1615423	POKEGAMA ELECTRIC INC	150.00
1805195	REDPATH AND COMPANY, LTD	6,696.50
1901535	SANDSTROM'S INC	476.04
1915248	SHI INTERNATIONAL CORP	73,062.48
1920233	STREICHER'S INC	150.00
T001430	THOUSAND LAKES SPORTING GOODS	74.97
	TOTAL CITY WIDE	86,465.11
BUILDING MAINTENANCE-CITY HALL		
0221650	BURGGRAF'S ACE HARDWARE	21.96
0315455	COLE HARDWARE INC	164.96
1015325	JOHNSON CONTROLS FIRE	188.32
1605665	PERSONNEL DYNAMICS LLC	179.74
1901535	SANDSTROM'S INC	49.18
	TOTAL BUILDING MAINTENANCE-CITY HALL	604.16
COMMUNITY DEVELOPMENT		
1920555	STOKES PRINTING & OFFICE	14.79
	TOTAL COMMUNITY DEVELOPMENT	14.79
FINANCE		
1805195	REDPATH AND COMPANY, LTD	-11,497.03
1805230	REESE RUBBER STAMP COMPANY	35.50
	TOTAL FINANCE	-11,461.53
FIRE		

DATE: 08/06/2020  
 TIME: 09:09:52  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 08/10/2020

VENDOR #	NAME	AMOUNT DUE
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GENERAL FUND		
FIRE		
0421725	DUTCH ROOM INC	94.93
0513235	EMERGENCY RESPONSE SOLUTIONS	191.30
0601690	FASTENAL COMPANY	86.10
0609685	FIREMEN'S RELIEF ASSOCIATION	5,000.00
	TOTAL FIRE	5,372.33
INFORMATION TECHNOLOGY		
1915248	SHI INTERNATIONAL CORP	1,661.75
	TOTAL INFORMATION TECHNOLOGY	1,661.75
PUBLIC WORKS		
0103325	ACHESON TIRE INC	580.00
0221650	BURGGRAF'S ACE HARDWARE	206.23
0301685	CARQUEST AUTO PARTS	-96.75
0315455	COLE HARDWARE INC	45.55
0400720	D&S STUMP GRINDING LLC	1,210.00
0401420	DAKOTA FLUID POWER, INC	6.80
0513233	EMERGENCY AUTOMOTIVE TECH INC	700.20
0601690	FASTENAL COMPANY	588.24
1205110	LEASE LANDSCAPING INC	1,397.51
1415535	NORTHLAND MACHINES	278.82
1421700	NUSS TRUCK GROUP INC	2,826.00
1621125	PUBLIC UTILITIES COMMISSION	4,300.28
1800250	RF BACKFLOW TESTING &	356.97
1801899	RAYS SPORT & CYCLE	85.72
1813125	RMB ENVIRONMENTAL	13.00
1920555	STOKES PRINTING & OFFICE	10.47
2018560	TROUT ENTERPRISES INC	525.00
	TOTAL PUBLIC WORKS	13,034.04
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	78.14
1301720	MATCO TOOLS	9.66
	TOTAL FLEET MAINTENANCE	87.80
POLICE		
0120440	ATLAS BUSINESS SOLUTIONS INC	192.00
0221650	BURGGRAF'S ACE HARDWARE	19.96

DATE: 08/06/2020  
 TIME: 09:09:52  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 08/10/2020

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
POLICE		
0301685	CARQUEST AUTO PARTS	133.80
0409501	JOHN P. DIMICH	4,583.33
0524225	EXECUTIVE DISTRIBUTORS	889.00
1200500	L&M SUPPLY	69.98
1920233	STREICHER'S INC	669.87
2000400	T J TOWING	895.00
	TOTAL POLICE	7,452.94
PUBLIC LIBRARY		
1915248	SHI INTERNATIONAL CORP	259.00
	TOTAL	259.00
CENTRAL SCHOOL		
0218745	ASHLEY BRUBAKER	465.86
1201730	LATVALA LUMBER COMPANY INC.	505.69
1315725	THE MOTOR SHOP LLC	100.00
1605665	PERSONNEL DYNAMICS LLC	89.87
1801555	RAPID PEST CONTROL INC	63.25
1805195	REDPATH AND COMPANY, LTD	697.50
1908248	SHERWIN-WILLIAMS	96.59
	TOTAL	2,018.76
AIRPORT		
0221650	BURGGRAF'S ACE HARDWARE	145.47
0315455	COLE HARDWARE INC	34.47
1805195	REDPATH AND COMPANY, LTD	813.75
2209421	VIKING ELECTRIC SUPPLY INC	864.00
T001330	PATRICK BUJOLD	175.00
	TOTAL	2,032.69
CIVIC CENTER		
GENERAL ADMINISTRATION		
0221650	BURGGRAF'S ACE HARDWARE	56.94
0805640	HERC-U-LIFT INC	243.20
1201730	LATVALA LUMBER COMPANY INC.	25.12

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 08/10/2020

VENDOR #	NAME	AMOUNT DUE
-----		
CIVIC CENTER		
GENERAL ADMINISTRATION		
1805195	REDPATH AND COMPANY, LTD	1,046.25
TOTAL GENERAL ADMINISTRATION		1,371.51
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE	187.58
1200500	L&M SUPPLY	253.27
1805195	REDPATH AND COMPANY, LTD	813.75
TOTAL		1,254.60
DOMESTIC ANIMAL CONTROL FAC		
0121721	AUTO VALUE - GRAND RAPIDS	59.60
1909510	SIM SUPPLY INC	172.20
TOTAL		231.80
PARK ACQUISITION & DEVELOPMENT		
NO PROJECT		
1914235	SNETS CUSTOM WELDING & FAB	1,220.00
TOTAL NO PROJECT		1,220.00
GR ARTS & CULTURE CPTL PRJS		
2201151	VACKER INC	959.00
TOTAL		959.00
2019 INFRASTRUCTURE BONDS		
2019-2 COHASSET TRAIL		
0301705	CASPER CONSTRUCTION INC	14,661.92
TOTAL 2019-2 COHASSET TRAIL		14,661.92
2020 INFRASTRUCTURE BONDS		
2019 STREET IMP PROJECT		
0301705	CASPER CONSTRUCTION INC	296,308.64

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 08/10/2020

VENDOR #	NAME	AMOUNT DUE
-----		
2020	INFRASTRUCTURE BONDS 2019 STREET IMP PROJECT	
	TOTAL 2019 STREET IMP PROJECT	296,308.64
2021	INFRASTRUCTURE BONDS 2015-3 HIGHWAY 2 WEST TRAIL 0305532 CENTURYLINK	
	TOTAL 2015-3 HIGHWAY 2 WEST TRAIL	16,976.27
PIR-PERMANENT IMPRV	NO PROJECT 1805195 REDPATH AND COMPANY, LTD	
	TOTAL NO PROJECT	6,026.40
STORM WATER UTILITY		
	0121721 AUTO VALUE - GRAND RAPIDS	32.96
	0301685 CARQUEST AUTO PARTS	72.96
	0514798 ENVIRONMENTAL EQUIPMENT AND	119.23
	1200495 L & L RENTAL INC	622.25
	1621125 PUBLIC UTILITIES COMMISSION	2,200.00
	1805195 REDPATH AND COMPANY, LTD	930.00
	2018560 TROUT ENTERPRISES INC	100.00
	TOTAL	4,077.40
	TOTAL UNPAID TO BE ALLOWED IN THE SUM OF:	\$ 451,013.38
CHECKS ISSUED-PRIOR APPROVAL	PRIOR APPROVAL	
	0305530 CENTURYLINK QC	57.99
	0605191 FIDELITY SECURITY LIFE INS CO	67.89
	0718015 GRAND RAPIDS CITY PAYROLL	260,606.68
	0815300 ALIDA HOGAN	53.00
	0900060 ICTV	19,559.97
	0920055 ITASCA COUNTY RECORDER	782.00
	1015342 SCOTT JOHNSON	662.80
	1201402 LAKE COUNTRY POWER	43.74
	1209516 LINCOLN NATIONAL LIFE	1,531.12
	1309162 MN BCA/TRAINING & EDUCATION	300.00
	1309199 MINNESOTA ENERGY RESOURCES	161.46
	1309274 MN MUNICIPAL UTILITIES ASSOC	37.50
	1309338 MN STATE TREAS/BLDG INSPECTOR	2,008.98

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 TIME: 09:09:52  
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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 08/10/2020

VENDOR #	NAME	AMOUNT DUE
-----		
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1601305	THOMAS J. PAGEL	1,023.09
1601750	PAUL BUNYAN COMMUNICATIONS	279.34
1921620	SUPERIOR USA BENEFITS CORP	183.00
2000100	TASC	30.60
2205637	VERIZON WIRELESS	35.01
T001171	FIRST AMERICAN TITLE	219,135.08
T001329	BRIAN BRUNETTA	150.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$		506,709.25
TOTAL ALL DEPARTMENTS		957,722.63





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	20-1211	<b>Version:</b>	1	<b>Name:</b>	Consider adopting job descriptions for IRA Civic Center Shift Lead and IRA Civic Center Maintenance I and adopting the amended 2020 Pay Range for Part-time, Seasonal, and Temporary Employees.
<b>Type:</b>	Agenda Item	<b>Status:</b>			Consent Agenda
<b>File created:</b>	7/22/2020	<b>In control:</b>			City Council
<b>On agenda:</b>	8/10/2020	<b>Final action:</b>			
<b>Title:</b>	Consider adopting job descriptions for IRA Civic Center Shift Lead and IRA Civic Center Maintenance I and adopting the amended 2020 Pay Range for Part-time, Seasonal, and Temporary Employees.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Copy of 2020 Proposed Pay Range for Part-time Seasonal and Temporary Employees</a> <a href="#">Civ.Ctr - IRA Civic Center Shift Lead</a> <a href="#">Civ.Ctr - IRA Civic Center Maintenance I</a>				

Date	Ver.	Action By	Action	Result
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Consider adopting job descriptions for IRA Civic Center Shift Lead and IRA Civic Center Maintenance I and adopting the amended 2020 Pay Range for Part-time, Seasonal, and Temporary Employees.

**Background Information:**

With the change in staffing at the Civic Center, we will be utilizing the IRA Civic Center Shift Lead in a larger capacity and requiring more responsibility for the maintenance of the facility. We have drafted a job description and reviewed the current pay range for this position and are recommending increasing the pay range from \$15.50-\$17.25 per hour to \$16.00-\$19.50 per hour effective August 10, 2020 as reflected on the attached *2020 Pay Range for Part-time, Seasonal, and Temporary Employees*.

We have also drafted a job description for the IRA Civic Center Maintenance I position and recommend keeping the pay range the same as before.

In reviewing the pay ranges, we are also recommending increasing the hourly rate for the Head Election Judges to \$16.00 per hour and \$15.00 per hour for the Election Judges.

**Staff Recommendation:**

Dale Anderson, Director of Parks and Recreation, is recommending amending the pay range for the Maintenance Shift Lead at the Civic Center from \$15.50-\$17.25 per hour to \$16.00-\$19.50 per hour effective August 10, 2020.

**Requested City Council Action**

Make a motion to adopt the job descriptions for IRA Civic Center Shift Lead and IRA Civic Center Maintenance I and adopt the attached *2020 Pay Range for Part-time, Seasonal, and Temporary Employees* effective August 10, 2020.

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

GRADE	MINIMUM				MID POINT				MAXIMUM		Jobs Assigned to Grade
	0-1 years	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			
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)		
	<b>Flat rate</b>	<b>2nd year</b>	<b>3rd year</b>	<b>4th year</b>	<b>4 + years</b>	<b>Jobs Assigned to Flat Rates</b>					
	\$ 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)					
	<b>0-5 years</b>	<b>5-10 years</b>	<b>10-14 years</b>	<b>14+ years</b>	<b>Jobs Assigned</b>						
	\$ 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 Job Description**

**Job Title:** IRA Civic Center Shift Lead  
**Department:** IRA Civic Center  
**FLSA Status:** Part-time, non-exempt  
**Approved By:** City Council  
**Approved Date:**

**Summary:** Under the general guidance and direction of the Director of Parks and Recreation, the IRA Civic Center Shift Lead is responsible for the overall efficient operation of the ice rink surfaces and surrounding facilities in the absence of the Director of Parks and Recreation. The Shift Lead accomplishes Management's expectations for staff by communicating job expectations, monitoring job performance, coaching, counseling and ensuring arena and City policy and procedures are adhered to by self and staff. As necessary, the Shift Lead is also an active participant in all aspects of the IRA Civic Center Maintenance I duties and responsibilities.

**Essential Duties and Responsibilities:** Essential duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them if the work is similar, related or a logical assignment to the position.

- Monitors use of Civic Center facilities.
- Provides close to general supervision of IRA Civic Center Maintenance I Workers.
- Collects revenue as required; closes out registers at the end of shift.
- Monitors ice compressor system regularly.
- Functions as a primary contact for maintenance and recreation staff.
- Maintains current skills and knowledge in the proper and safe techniques of the Civic Center building and grounds maintenance functions.
- Makes recommendations concerning facility equipment, supplies and repairs to the Director of Parks and Recreation.
- Work hours may vary and can include day, evening and weekend hours.
- Provides effective and respectful communication and interactions with other employees, supervisors, individual from other organizations, and citizen customers.
- Follows oral and written instructions such as supervisor's work orders and equipment operation manuals.
- Maintains positive professional working relationships with all staff levels, other jurisdictions and outside agencies, and the general public.
- Regular and reliable attendance during scheduled work hours and outside regular hours as necessary.
- Performs other related functions as apparent or delegated.
- Performs essential position duties and responsibilities under the working conditions and physical demands described herein.

**Knowledge, Skills, Abilities and Competencies Required:** To perform this position successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or abilities required.

- Working knowledge (or ability to obtain) of equipment, materials, and supplies used in ice arenas, building or grounds maintenance.
- Working knowledge (or ability to obtain) of equipment and supplies used to perform minor repairs;

knowledge of applicable safety precautions.

- Skill in the operation of arena tools and equipment.
- Ability to perform strenuous physical labor as listed under Physical Demands under adverse field conditions.
- Ability to work independently with general guidance from the Director of Parks and Recreation.
- Ability to promote a favorable working relationship with staff and all Civic Center users.
- Handles confidential information appropriately.
- Ability to perform duties with tact, diplomacy and discretion.
- Ability to be detail oriented and follow through with tasks.
- Ability to communicate effectively orally and in writing.
- Ability to maintain a team and service oriented approach to work.
- Ability to competently understand, follow and transmit written and oral instructions.
- Must strive to promote a cooperative atmosphere in the department and exhibit a positive attitude.
- Performs essential position duties and responsibilities under the working hours described herein.

**Minimum Qualifications:** A combination of training and experience substantially equivalent to the following:

- Graduation from high school or GED equivalent.
- One year of ice arena maintenance experience, and one year of supervisory experience, or an equivalent combination of relevant education and experience, preferred.
- Minimum eighteen years of age.
- Must be responsible and able to work effectively and courteously with the public.
- Must have current CPR, First Aid and AED certifications, or must obtain within 6 months.

**Physical Demands:** The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential duties of the job. Reasonable accommodations may be made to enable individuals to perform the essential functions.

- While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, feel or operate objects, tools or keyboards; speak intelligibly, hear and read.
- Ability to stand for long periods of time.
- Ability to work in cool temperatures.
- The employee is frequently required to stand, walk and reach with hands and arm.
- The employee must frequently move, turn, lift and carry objects weighing up to 50 pounds.
- Specific vision abilities required by this position include close vision, color vision, distance vision and depth perception.
- Must be able to operate assigned equipment.

**Equipment/Job Location:** The work environment characteristics described here are representative of those and employee encounters while performing the essential functions of the job. Duties performed will be primarily within the Civic Center location. Noise level in the Civic Center can be loud. This position may work outside from time to time and be exposed to inclement weather conditions, including temperature shifts and wet and/or humid conditions. The employee occasionally works near moving mechanical parts and is occasionally exposed to vibration. The employee may occasionally be exposed to fumes. This position works closely with others.

**Conditions of Employment:** Must comply with organizational and departmental policies.

*The position description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.*

## City of Grand Rapids Job Description

**Job Title:** IRA Civic Center Maintenance I  
**Department:** IRA Civic Center  
**FLSA Status:** Part-time, non-exempt  
**Approved By:** City Council  
**Approved Date:**

**Summary:** Under the general guidance and direction of the Director of Parks and Recreation, the IRA Civic Center Maintenance I is responsible for upkeep and maintenance of the ice rink surface and surrounding facilities. No previous experience required – will train candidates.

**Hours:** This is a part-time, evening, weekend position. Hours and times vary week by week depending on high school games and tournament schedules.

**Essential Duties and Responsibilities:** Essential duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them if the work is similar, related or a logical assignment to the position.

- Resurfaces ice as scheduled.
- Monitors use of Civic Center facilities.
- Frequently handles services for general public such as sharpening skates, sales, checking out keys, etc.
- Collects Civic Center revenue as required.
- Maintains Civic Center upkeep including cleaning lobby, floors and windows, taking out trash, cleaning bathrooms, locker rooms, bleachers and players' benches.
- Monitors ice compressor system regularly.
- Ensures Civic Center walkways and exterior are clear for users.
- Assists customers as needed.
- Provides effective and respectful communication and interactions with other employees, supervisors, individuals from other organizations and citizen customers.
- Follows oral and written instructions such as supervisor's work orders and equipment operation manuals.
- Maintains positive professional working relationships with all staff levels, other jurisdictions and outside agencies, and the general public.
- Regular and reliable attendance during scheduled work hours and outside regular hours as necessary.
- Performs other related functions as apparent or delegated.
- Performs essential position duties and responsibilities under the working conditions and physical demands described herein.

**Knowledge, Skills, Abilities and Competencies Required:** To perform this position successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities required.

- Ability to use hand operated tools and machinery in a safe and efficient manner.
- Ability to consistently follow maintenance schedules and anticipate problem areas and repairs prior to peak ice use periods.

- Ability to work independently with general guidance from the Director of Park and Recreation and Shift Lead.
- Ability to promote a favorable working relationship with all Civic Center users.
- Handles confidential information appropriately.
- Ability to perform duties with tact, diplomacy and discretion.
- Ability to be detail oriented and follow through with tasks.
- Ability to communicate effectively.
- Ability to maintain a team and service oriented approach to work
- Must have the ability to accept criticism or discipline.
- Must strive to promote a cooperative atmosphere in the department and exhibit a positive attitude.
- Ability to work cooperatively with City personnel, external vendors and the public.

**Minimum Qualifications:** A combination of training and experience substantially equivalent to the following:

- Eighteen years of age or older.
- Must be responsible and able to work effectively and courteously with the public.
- Current CPR, First Aid and AED certifications, or must obtain within 6 months.
- Some mechanical aptitude desirable.
- Must be available to work late evenings and weekends.

**Physical Demands:** The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential duties of the job. Reasonable accommodations may be made to enable individuals to perform the essential functions.

- While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, feel or operate objects, tools or keyboards; speak intelligibly, hear and read.
- Ability to stand for long periods of time.
- Ability to work in cool temperatures.
- The employee is frequently required to stand, walk and reach with hands and arms.
- The employee must frequently move, turn, lift and carry objects weighing up to 50 pounds.
- Specific vision abilities required by this position include close vision, color vision, distance vision and depth perception.
- Must be able to operate assigned equipment.

**Equipment/Job Location:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Duties performed will be primarily within the Civic Center location. Noise level in the Civic Center can be loud. This position may work outside from time to time and be exposed to inclement weather conditions, including temperature shifts and wet and/or humid conditions. The employee occasionally works near moving mechanical parts and is occasionally exposed to vibration. The employee may occasionally be exposed to fumes. This position works closely with others.

**Conditions of Employment:** Must comply with organizational and departmental policies.

*The position description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.*



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	20-1221	<b>Version:</b>	1	<b>Name:</b>	Consider renewing a 3 year Software License Agreement with Schedule Anywhere, (ABS) Atlas Business Solutions, Inc. for the Police Department.
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	7/28/2020	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	8/10/2020	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Consider renewing a 3 year Software License Agreement with Schedule Anywhere, (ABS) Atlas Business Solutions, Inc. for the Police Department.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">RCA ABS Solutions</a>				

Date	Ver.	Action By	Action	Result
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Consider renewing a 3 year Software License Agreement with Schedule Anywhere, (ABS) Atlas Business Solutions, Inc. for the Police Department.

### **Background Information:**

The Police Department uses Schedule Anywhere, (ABS) Atlas Business Solutions, Inc., which is an online scheduling software program we use for scheduling of shifts for police, administration, and hospital security personnel. The police department's current 3 year Software License Agreement with ABS is set to expire on September 2, 2020. We have been using Schedule Anywhere for the past 8 years and it has proven to be a great asset for the scheduling of personnel. The cost of this would be \$576.00 per year for three years. There is a cost savings of \$72.00 per year by going with a three-year contract vs. a one-year contract. City Attorney Chad Sterle reviewed the contract.

### **Staff Recommendation:**

It is the recommendation of the Grand Rapids Police Department that the City Council renew a three year Software License Agreement with (ABS) Atlas Business Solutions, Inc. at a cost of \$576.00 per year from September 3, 2020 thru September 2, 2023.

### **Requested City Council Action**

Make a motion approving a three year Software License Agreement with (ABS) Atlas Business Solutions, Inc. at a cost of \$576.00 per year from September 3, 2020 thru September 2, 2023.





**ScheduleAnywhere API License Agreement**

This Software License Agreement (“**Agreement**”) is entered into as of 9/3/2020 (“**Effective Date**”), by and between Atlas Business Solutions, Inc., a North Dakota corporation with its principal place of business located at 3330 Fiechtner Drive SW, Suite 200, Fargo, ND 58103 USA (“**ABS**”) and Customer. This Agreement supersedes all prior agreements and understandings (whether written or oral) between ABS and Customer with respect to the subject matter hereof.

Company Name (“**Customer**”): Grand Rapids Police Department  
Street Address: 420 North Pokegama Ave  
City: Grand Rapids State: MN ZIP Code: 55744 Country: USA

**CUSTOMER SHALL NOT ALTER OR AMEND THIS AGREEMENT IN ANY MANNER WITHOUT WRITTEN CONSENT OF ABS. ANY ALTERATIONS OR AMENDMENTS WITHOUT SUCH CONSENT WILL VOID THIS AGREEMENT AND LICENSE TO USE THE SOFTWARE.**

Under this Agreement, Customer agrees to purchase a license to access a web-based, employee scheduling service from ABS called ScheduleAnywhere (“**ScheduleAnywhere**”), which is hosted by ABS and located at <https://www.scheduleanywhere.com/>.

Therefore, the parties agree as follows:

- 1. Term  
The initial term of this Agreement shall begin on the Effective Date and will continue through the date below (the “**Initial Term**”). After the Initial Term, this Agreement will have automatic one (1) year renewal periods (each a “**Renewal Period**”), unless either party prior to the expiration of the Initial Term or each Renewal Term provides not less than a 30-day prior written notice of termination.

Expiration Date of the Initial Term: 9/2/2023

- 2. License Fees & Taxes  
Customer is licensed to use ScheduleAnywhere for the following number of employees at the fees listed below:

Number of Active Employees (Maximum): 30

For the Initial Term, the cost of using ScheduleAnywhere will be:  
Annual License Fee: \$576.00 (\$1.60 per employee per mo.)  
Annual License Fee for Each Additional Active Employee over Maximum: \$19.20 (\$1.60 per month)

For any Renewal Period, the cost for using ScheduleAnywhere will be:  
Annual License Fee: \$648.00 (\$1.80 per employee per mo.)  
Annual License Fee for Each Additional Active Employee over Maximum: \$21.60 (\$1.80 per month)

The above fees do not include any local, state, federal or foreign taxes, levies or duties of any nature, including value-added, sales use or withholding taxes (“**Taxes**”). Customer is responsible for paying all Taxes, excluding only taxes based on ABS’s net income. If ABS has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides ABS with a valid tax exemption certificate authorized by the appropriate taxing authority.

- 3. Training  
ABS uses an online “train-the-trainer” method. Customer is responsible for identifying key personnel who will receive online ScheduleAnywhere training. Training sessions will be conducted using the GoToMeeting service, and offered during normal ABS office hours, which are 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday (except major U.S. holidays). Training is available at an hourly cost of \$150.00. ABS and Customer will agree upon a training schedule.



4. Upgrades & Support

All upgrades are included in the cost of ScheduleAnywhere and are automatically uploaded to the ScheduleAnywhere server. Whenever the Customer accesses ScheduleAnywhere, the Customer will be using the latest version of ABS's ScheduleAnywhere scheduling software. ABS will provide unlimited telephone and e-mail support to a designated single point of contact designated by Customer. ABS technical support hours are 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday (except major U.S. holidays).

5. Employee Import

If an import of employees is requested by Customer, ABS and Customer will agree on a timeline for a one-time import of employees. ABS can import employee names, positions, contact info, etc. into ScheduleAnywhere. ABS will provide Customer with the required format for importing. The cost for the optional import is based upon the number of employees imported.

6. Terms of Service

Customer agrees to use ScheduleAnywhere in accordance with the terms of service located at <https://www.scheduleanywhere.com/site/terms.aspx>.

7. Payment Terms

All Customer invoices will be paid according to the payment terms below. Payments to ABS must be made in U.S. dollars by check, credit card or by wire. Payments made by wire should be sent to: Bell Bank, Fargo ND, ABA: 091310521, Name: Atlas Business Solutions, Inc., Account #600054464. If Customer chooses to pay by credit card, it must provide ABS valid credit card information. ABS will charge Customer's credit card the amount set forth in Section 2. If for some reason ABS is unable to charge Customer's credit card, Customer is still liable for any and all charges incurred and must pay ABS the amount due.

Payment Terms: Net 30

SHOULD CUSTOMER NOT REMIT PAYMENTS TO ABS IN ACCORDANCE WITH THIS AGREEMENT, ABS, AT ITS SOLE DISCRETION, MAY TERMINATE CUSTOMER'S ACCESS TO SCHEDULEANYWHERE UNTIL PAYMENT HAS BEEN RECEIVED.

8. Billing Contact Information

If billing contact is different than the person executing this Agreement, complete the required information below. Otherwise, ABS will submit invoices to the person executing this Agreement.

Contact Name:

Address:

Phone Number:

PO Number:

Email:

Email PDF Invoice to:

9. Late Fees

In the event Customer does not pay an invoice or bill within the terms specified in Section 7, ABS reserves the right to assess a service charge of 18% per annum (or 1.5% per month) to cover administrative costs resulting from non-payment of services.

IN WITNESS WHEREOF, the authorized representatives hereto have executed this Agreement as of the Effective Date.

ABS: Atlas Business Solutions, Inc.

Customer: Grand Rapids Police Department

Signed:

Signed:

Name: Jon Forknell

Name: Steve Schaar

Title: Vice President & General Manager

Title:



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1223      **Version:** 1      **Name:** Amended Contract for Auditing Services  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 7/29/2020      **In control:** City Council  
**On agenda:** 8/10/2020      **Final action:**  
**Title:** Consider entering into an Amended Contract for Auditing Services with Redpath and Company, Ltd. for the fiscal years 2020 through 2022.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Amended Contract for Auditing Services](#)

Date	Ver.	Action By	Action	Result
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Consider entering into an Amended Contract for Auditing Services with Redpath and Company, Ltd. for the fiscal years 2020 through 2022.

**Background Information:**

The contract for Auditing Services with Redpath expired with the completion of the 2019 audit. Estimated basic audit fees will be 0% increase for 2020, 1% increase for year 2021 and 1% increase for year 2022. A copy of the Amended Contract is attached.

**Staff Recommendation:**

Staff recommends entering into an Amended Contract for Auditing Services with Redpath and Company, Ltd. for the fiscal years 2020 through 2022.

**Requested City Council Action**

Make a motion to enter into an Amended Contract for Auditing Services with Redpath and Company, Ltd. for the fiscal years 2020 through 2022. The amount not to exceed \$56,000 for year 2020, an amount not to exceed \$56,560 for year 2021 and \$57,125 for year 2022 and authorize the Mayor and City Administrator to sign the Amended Contract for Auditing Services.

## **AMENDED CONTRACT FOR AUDITING SERVICES**

THIS CONTRACT is made and entered into by and between the City of Grand Rapids, Minnesota, hereinafter referred to as the "City", and Redpath and Company, Ltd. hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the City is seeking auditing services; and

WHEREAS, the Contractor can provide those services needed.

NOW THEREFORE, in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and the Contractor as follows:

**1. Scope of Services**

It shall be the general intent of the Scope of Services to have the Contractor perform auditing services as defined in Exhibit "A".

**2. Rate of Compensation**

Compensation to the Contractor will be as specified in Exhibit "B".

**3. Condition of Payment**

All services provided by the Contractor pursuant to this Contract shall be performed to the satisfaction of the City, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Payment shall be withheld for work found by the City to be unsatisfactory, or performed in violation of federal, state, and local laws, ordinances, rules or regulations.

Invoices will be submitted on a monthly basis for work performed.

**4. Time of Performance**

The contract will be for the years 2020 through 2022.

All work authorized by the City through this Agreement will be performed in a timely manner and in accordance with a time schedule shown in Exhibit "A".

**5. Ownership of Work Product**

The original documents and work product prepared by the Contractor under this Contract shall be the property of the Contractor.

**6. Termination of the Contract**

Either party may cancel this Contract at any time by giving written notice to the other party at least fifteen (15) calendar days prior to the effective date of the termination. The Contractor shall be paid for the work performed prior to the effective date of termination based upon the payment terms of this Contract. Such payment shall not exceed the maximum amount provided for by the terms of this Contract. Notice to the City shall be mailed or delivered to Barbara Baird, Finance Director, City of Grand Rapids, 420 North Pokegama Avenue, Grand Rapids, Minnesota 55744. Notice to the Contractor shall be delivered to ATTN: David J. Mol, Redpath and Company, Ltd., 55 East Fifth Street East Suite 1400 St. Paul, MN 55101

**7. Independent Contractor**

It is agreed that nothing contained in this Contract is intended or should be construed as creating the relationship of co-partner, joint ventures, or an association with the City and Contractor. Contractor is an independent contractor and neither it, its employees, agents, subcontractors or representatives shall be considered employees, agents, or representatives of the city. Except as otherwise provided herein, Contractor shall maintain, in all respects, its present control over the means and personnel by which this Contract is performed. From any amounts due Contractor, there shall be no deductions for federal income tax or FICA payments nor for any state income tax, nor for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Contractor.

**8. Choice of Law**

The laws of the State of Minnesota shall govern all questions as to the execution, nature, obligation, instruction, validity, and performance of this Contract.

**9. Additional Services**

In the event that a substantial change is made in the scope, complexity or character of the work contemplated under this Contract, or if it becomes necessary for the Contractor to make substantial revisions to documentation completed or in progress and which has been approved by the City, such work will be deemed extra work. For extra work, the Contractor will be compensated as mutually agreed upon by the parties to this Contract. Such extra work costs will not be charged against the maximum fee set forth above. Time extensions may be granted by the City to the Contractor for completion of this project if the City feels that the "extra work" warrants the extension. An amendment to this Contract will be executed by both parties, Contractor, and City, for any work deemed "extra work".

**10. Accuracy of Work**

The Contractor shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Contractor without additional compensation.

All items of work to be performed by the Contractor shall be done in accordance with the requirements and recommendations of, and subject to the approval of, the City.

**11. Subletting, Assignment, or Transfer**

No portion of the work under the Contract shall be sublet, sold, transferred, assigned, or otherwise disposed of except with the prior written consent of the City.

**12. Indemnity**

To the fullest extent of and only to the extent of proceeds available from Contractor's professional liability insurance, the contractor shall save and protect, hold harmless, indemnify and defend the City, its council members, officers, agents, employees and volunteer workers against any and all Liability, causes of action, claims, loss, damages or cost and expense arising from any professional errors and omissions and/or negligent acts and omissions of Contractor in the performance of this Contract.

Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by Contractor under this Contract. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in contractor's final reports and services.

**13. Insurance**

Consultant shall not commence work under this Contract until it has obtained at its own cost and expenses all insurance required herein. All insurance coverage is subject to approval of the City and shall be maintained by Consultant until final completion of the work. Consultant further agrees that to protect itself as well as the City under the indemnity Contract set forth above, it shall at all times during the term of the Contract have and keep in force:

**A. Comprehensive General Liability**

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

**B. Professional Liability**

Professional liability insurance in a policy form acceptable to the City with a combined single limit of \$1,000,000 per occurrence, \$2,000,000 aggregate. Coverage shall include, but not be limited to reports, change orders, audits, or other work product of the Contractor.

**C. Workers' Compensation**

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

1. State: Minnesota – Statutory

2. Employer's Liability

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

The City may withhold payment for failure of the consultant to furnish certificates of insurance as required above.

**14. Settlement of Claims**

In any case where the Contractor deems that extra compensation is due for services, materials or damages not expressly required by the Contract or not ordered in writing by the City as extra work, the Contractor shall notify the City in writing before it begins any such work on which the claim is based. If such notification is not previously given or the claim is not separately and strictly accounted for, and approved by the City in writing before the Contractor commences said work, the Contractor hereby waives and releases forever any claim or costs for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of any claim by Contractor.

The parties agree that any dispute over extra services, or questions of whatever nature arising out of this contract not resolved between the parties must be submitted to mediation prior to any Litigation.

**15. Successors and Assigns**

The City and Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and Legal representatives of such other party with respect to all covenants of this Contract. Neither the City nor Contractor shall assign, sublet, or transfer any interest in this Contract without the prior written consent of the other.

**16. Equal Employment and Nondiscrimination and Affirmative Action**

In connection with the work under this Contract, Contractor agrees to comply with the applicable provisions of state and federal equal employment opportunity and nondiscrimination statutes and regulations.

**17. Separability**

In the event any provision of this Contract shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Contract to fail its purpose. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

**18. Entire Contract**

It is understood and agreed that the entire Contract of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts presently in effect between the City and Contractor relating to the subject matter hereof.

**19. Relationship with Others**

The Contractor shall cooperate fully with the City, local government officials, other auditors or City staff, and others as may be directed by the City.

**20. Covenant Against Contingent Fees**

The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Contractor and fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee) gifts or contingent fee.

**21. Laws**

The Contractor shall keep himself fully informed of all existing and current regulations of the city, county, state and federal laws which in any way limit or control the actions or operations of those engaged upon the work or affecting the materials supplied to or by them. The Contractor shall at all times observe and comply with all ordinances, laws, and regulations and shall protect and indemnify the City as provided in Article 12 of this Contract.



**22. Authorized Agent of the City of Grand Rapids**

The City of Grand Rapids shall appoint an authorized agent for the purpose of administration of this Contract. Contractor is notified of the authorized agent of the City is as follows:

Barbara Baird  
Finance Director  
420 North Pokegama Avenue  
Grand Rapids, Minnesota 55744

**23. Modification of Contract**

Any alterations, variations, modifications, or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, signed by the Mayor and City Administrator of the City and the contractor and attached to the original of this Contract.

IN WITNESS WHEREOF, the City and the Contractor by their authorized partner or office have hereunto subscribed their names.

DATE: \_\_\_\_\_ CITY OF GRAND RAPIDS, MINNESOTA

By: \_\_\_\_\_  
Dale Adams, Mayor

By: \_\_\_\_\_  
Tom Pagel, City Administrator

DATE: July 28, 2020 \_\_\_\_\_ CONTRACTOR

\_\_\_\_\_  
REDPATH AND COMPANY, LTD.

By: David J. Mol  
David J. Mol  
Its: Partner

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We are pleased to confirm our understanding of the services we are to provide the City of Grand Rapids (the City) for the year ending December 31, 2020 through 2022. The scope of services includes the following:

**Audit and Related Services**

- We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ending December 31, 2020 through 2022. The public utilities commission component unit will be audited by other auditors. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:
  - Management's discussion and analysis
  - Budgetary Comparison Schedule(s)
  - GASB No. 68 Pension Schedules
  - GASB No. 75 OPEB Schedule

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with

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auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- Combining and Individual Fund Statements and Schedules
- Schedule of Expenditures of Federal Awards

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- Introductory section
- Statistical section

The following other reports will be issued in conjunction with the financial audit:

- State Legal Compliance Audit
- Federal Single Audit (if needed)

**Nonaudit Services**

- Preparation, copying and binding of financial statement document (CAFR)
- GASB 68 Pension Workpapers

**Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of*

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*Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).*

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and will include tests of the accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions and render the required reports. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the single audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

**Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of

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material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts and grant agreements; and other responsibilities required by generally accepted auditing standards.

**Audit Procedures – Internal Controls**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting

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from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

**Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

The Minnesota Legal Compliance Audit Guide for Local Government requires that we test whether the auditee has complied with certain provisions of Minnesota Statutes. Our

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audit will include such test of the accounting records and other procedures as we consider necessary in the circumstances.

**Management Responsibilities**

Management is responsible for (1) designing, implementing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In

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addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, agreements and grants. Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.



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Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes and other nonaudit services (such as GASB 68 calculations) we provide. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

**Engagement Administration, Fees and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

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At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Redpath and Company, Ltd. and constitutes confidential information. However, subject to applicable laws and regulations and documentation and appropriate individuals will be made available upon request in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Redpath and Company, Ltd. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation will be retained for a minimum of five years after the report release date or for any additional period requested by the federal agency. If we are aware that a federal awarding agency or auditee is contesting a finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

David J. Mol, CPA is the engagement partner and is responsible for supervising the engagement and signing the report.

**CONTRACT FOR AUDITING SERVICES  
CITY OF GRAND RAPIDS, MINNESOTA AND REDPATH AND COMPANY, LTD.  
EXHIBIT B  
FEES**

*Page 1*

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Unless additional work is requested, or circumstances require additional work, we estimate the basic audit fees will be as follows:

	<u>2020</u>	<u>2021</u>	<u>2022</u>
City, including financial statement preparation	\$44,500	\$44,945	\$45,394
Federal single audit, if needed <sup>(1)</sup>	5,000	5,050	5,101
GASB 68 assistance	1,500	1,515	1,530
Out-of-pocket expenses	3,000	3,030	3,060
Subtotal	<u>54,000</u>	<u>54,540</u>	<u>55,085</u>
PUC delay fee	<u>2,000</u>	<u>2,020</u>	<u>2,040</u>
 Total	 <u><u>\$56,000</u></u>	 <u><u>\$56,560</u></u>	 <u><u>\$57,125</u></u>

<sup>(1)</sup> Assumes one major program

The above fee is based on the anticipated scope of services. An increase in the scope of service will necessitate an addendum (change order) to this agreement. Examples of items that may result in an increase in the scope of service include additional audit procedures resulting from certain accounting issues or events, significant change in the level of activity/number of transactions, if there is an indication of misappropriation or misuse of public funds, or difficulties encountered due to lack of accounting records, incomplete records, inaccurate records or turnover in the City's staff.

*Government Auditing Standards* requires that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports or letters of comment received during the period of contract. Our 2019 peer review report accompanies this letter as Appendix A. We are pleased to report that we did not receive a letter of comment.

We appreciate the opportunity to be of service to the City of Grand Rapids and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

REDPATH AND COMPANY, LTD.



David J. Mol, CPA

DJM:ajf

**Response**

This letter correctly sets forth the understanding of the City of Grand Rapids.

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

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

Title: Mayor

Title: City Administrator

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

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

**Nonaudit Services**

The employee(s) assigned to oversee the nonaudit services is as follows:

- Finance Director
- Other employee (name and title) \_\_\_\_\_



**Heidenreich & Heidenreich, CPAs, PLLC**

10201 S. 51<sup>st</sup> Street, Suite #170

Phoenix, AZ 85044

(480)704-6301 fax 785-4619

**Report on the Firm's System of Quality Control**

October 7, 2019

To the Owners of  
**REDPATH AND COMPANY, LTD.**  
 and the Peer Review Committee of the Minnesota Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of REDPATH AND COMPANY, LTD. (the firm) in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

**Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

**Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

**Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of REDPATH AND COMPANY, LTD. in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. REDPATH AND COMPANY, LTD. has received a peer review rating of *pass*.

*Heidenreich & Heidenreich CPAs PLLC*

Heidenreich & Heidenreich, CPAs, PLLC



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1224      **Version:** 1      **Name:** 2020 Budgeted Operating Transfers  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 7/29/2020      **In control:** City Council  
**On agenda:** 8/10/2020      **Final action:**  
**Title:** Consider approving a resolution authorizing the 2020 budgeted operating transfers.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Operating transfers-Res](#)

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

Consider approving a resolution authorizing the 2020 budgeted operating transfers.

**Background Information:**

The City Council adopted the 2020 budget on December 16, 2019. That budget included several operating transfers and funding sources for various projects. We are requesting City Council approval for operating transfers. They are as follows:

- \*\$132,000 from the General Fund to the Capital Equipment Fund,
- \*\$150,000 from the General Fund to the 2013B Street Reconstruction Debt Service Fund,
- \*\$20,000 from the General Fund to the Airport Operations Fund,
- \*\$150,000 from the General Fund to the Capital Equipment Fund for the Fire Department Depreciation,
- \*\$6,241 from the General Fund to the Library Fund

**Staff Recommendation:**

Staff recommends approving a resolution authorizing the 2020 budgeted operating transfers.

**Requested City Council Action**

Make a motion adopting a resolution authorizing the 2020 transfers from the General Fund to the following funds: \$132,000 to the Capital Equipment Fund, \$150,000 to the 2013B Street Reconstruction Debt Service Fund, \$20,000 to the Airport Operations Fund, \$150,000 to the Capital Equipment Fund for the Fire Department Depreciation, and \$6,241 from the General Fund to the Library Fund.

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

RESOLUTION NO. 20-

**A RESOLUTION TO AUTHORIZE THE FOLLOWING BUDGETED OPERATING TRANSFERS FROM THE GENERAL FUND: \$132,000 TO THE CAPITAL EQUIPMENT FUND, \$150,000 TO THE 2013B STREET RECONSTRUCTION DEBT SERVICE FUND, \$20,000 TO THE AIRPORT OPERATIONS FUND, AND \$150,000 TO THE CAPITAL EQUIPMENT FUND FOR FIRE DEPARTMENT DEPRECIATION**

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

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorize the following budgeted transfers for 2020:

\$132,000	from the General Fund to the Capital Equipment Fund,
\$150,000	from the General Fund to the 2013B Street Reconstruction Debt Service Fund,
\$ 20,000	from the General Fund to the Airport Operations Fund,
\$ 150,000	from the General Fund to the Capital Equipment Fund for Fire Department depreciation,
\$6,241	from the General Fund to the Library Fund

Adopted this 10th day of August, 2020.

---

Dale Adams, Mayor

Attest:

---

Kimberly Johnson-Gibeau, City Clerk

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1226      **Version:** 2      **Name:** Fire Relief Association Financial Reports  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 7/30/2020      **In control:** City Council  
**On agenda:** 8/10/2020      **Final action:**  
**Title:** Consider accepting the Fire Relief Association Schedule Form for Lump-Sum Pension reporting Year 2020, 2019 Financial Statements, and authorize the budgeted \$5,000 contribution to the Fire Relief Association.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [2020 SC-20](#)

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

Consider accepting the Fire Relief Association Schedule Form for Lump-Sum Pension reporting Year 2020, 2019 Financial Statements, and authorize the budgeted \$5,000 contribution to the Fire Relief Association.

**Background Information:**

Minnesota State Statute 69.772 requires the officers of the Fire Relief to certify the financial requirements of the Relief Association and minimum obligation of the City with respect to the Special pension fund.

Attached is the Schedule Form for Lump-Sum Pension Reporting Year 2020 shows the plan liabilities and the required municipal contribution for 2021. The Fire Relief Association is requesting approval for the payment of the budgeted elective contribution of \$5,000. The 2019 Financial Report is on file for your review in the City Finance Department.

**Staff Recommendation:**

Staff recommends accepting the Fire Relief Association Schedule Form for Lump-Sum Pension reporting Year 2020, 2019 Financial Statements, and authorize the budgeted \$5,000 contribution to the Fire Relief Association.

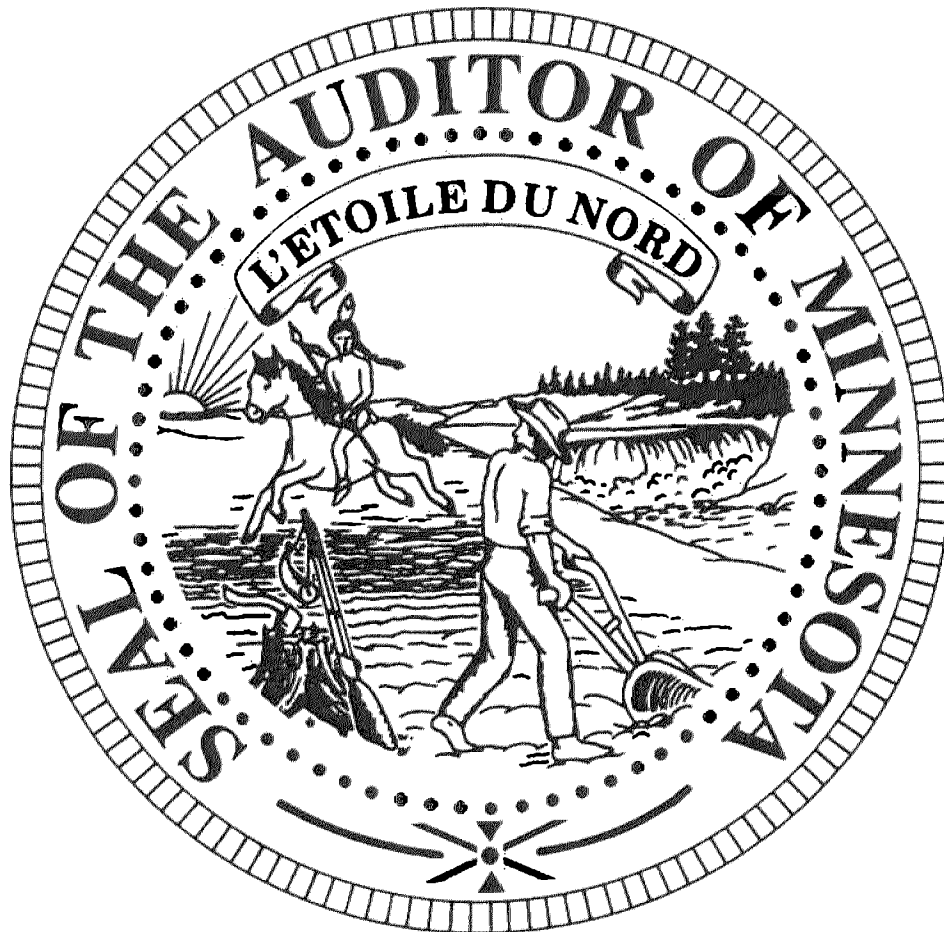
**Requested City Council Action**

Make a motion accepting the Fire Relief Association Schedule Form for Lump-Sum Pension reporting Year 2020, 2019 Financial Statements, and authorize the budgeted \$5,000 contribution to the Fire Relief Association.



# Grand Rapids Fire Relief Association

2020 Schedule Form for Lump-Sum Pension Plans (SC-20)



Office of the State Auditor

Report created on 7/27/2020

# Grand Rapids Fire Relief Association

## 2020 Schedule Form for Lump-Sum Pension Plans (Form SC-20)

### Active Members

Annual benefit level in effect for 2020: \$5,500						2020		2021	
Name	Status	Birth Date	Entry Date	Leaves of Absence and Breaks in Service (months)	Return to Service	Yrs Of Service	Accrued Liability	Yrs Of Service	Accrued Liability
Robert Rima	Active		08/11/1987	0		33	181,500	34	187,000
Adam Kortekaas	Active		07/10/2001	12		18	93,390	19	101,420
Robert Kuschel	Active		07/10/2001	6		19	101,420	20	110,000
Shawn Graeber	Active		01/15/2002	0		19	101,420	20	110,000
Jeff Ingle	Active		02/26/2002	91	Y	11	47,190	12	52,910
John Linder	Active		01/13/2004	0		17	85,800	18	93,390
James Gibeau	Active		07/12/2005	0		15	71,720	16	78,540
Andrew Horton	Active		10/25/2005	0		15	71,720	16	78,540
Chad Keetch	Active		05/01/2007	0		14	65,120	15	71,720
Bruce Baird	Active		08/12/2008	0		12	52,910	13	58,850
Travis Cole	Active		08/12/2008	0		12	52,910	13	58,850
Tom Foss	Active		11/15/2010	0		10	41,800	11	47,190
Josh Adler	Active		01/01/2011	0		10	41,800	11	47,190
Mark Greiner	Active		01/01/2011	0		10	41,800	11	47,190
Karl Gaalaas	Active		05/15/2012	0		9	36,630	10	41,800
Nate Morlan	Active		08/24/2016	24	Y	2	6,820	3	10,450
Chad Troumbly	Active		01/29/2013	0		8	31,680	9	36,630
Jake Barsness	Active		07/28/2014	0		6	22,550	7	27,060
Lance Kuschel	Active		03/03/2015	0		6	22,550	7	27,060
William Thayer	Active		11/10/2015	0		5	18,370	6	22,550
Will Richter	Active		06/09/2016	36	Y	2	6,820	3	10,450
Heath Smith	Active		08/01/2016	0		4	14,300	5	18,370
Jeff Cook	Active		04/11/2017	0		4	14,300	5	18,370
Ashley Moran	Active		06/13/2017	0		4	14,300	5	18,370
Sean Martinson	Active		06/13/2017	0		4	14,300	5	18,370
Connor Grigsby	Active		08/29/2017	0		3	10,450	4	14,300
Jeremy Gambill	Active		04/09/2018	0		3	10,450	4	14,300
Paul Martinetto	Active		04/09/2018	0		3	10,450	4	14,300
Sam Karkela	Active		05/28/2019	0		2	6,820	3	10,450

**Grand Rapids Fire Relief Association**  
**2020 Schedule Form for Lump-Sum Pension Plans (Form SC-20)**  
**Active Members**

Annual benefit level in effect for 2020: \$5,500						2020		2021	
Name	Status	Birth Date	Entry Date	Leaves of Absence and Breaks in Service (months)	Return to Service	Yrs Of Service	Accrued Liability	Yrs Of Service	Accrued Liability
Cody Hauke	Active		10/09/2018	0		2	6,820	3	10,450
Patrick Flaherty	Active		07/14/2020	0		0	0	1	3,300
Kevin Kubeczko	Active		07/14/2020	0		0	0	1	3,300
Tony Clifton	Separated-No Vested		01/15/2013	0		8	0	9	0
Bradley Thompson	Separated-No Vested		08/01/2016	0		4	0	5	0

# Grand Rapids Fire Relief Association

## 2020 Schedule Form for Lump-Sum Pension Plans (Form SC-20)

### Deferred Members

	Birth Date	Yrs Of Service		Deferred Interest Paid	Interest Period	Leaves Of Absence
	Entry Date	Benefit Level	Vesting Min Yrs Required	Interest Option		Member Status Name
Name	Separation Date	Vesting Percent	Return To Service	Months Of Service Paid	Liability Curr	Liability Next
Albert Morse		20 Years 8 Months		Yes	FullPeriod	0 Months
	06/11/1994	5,000	10 Years	Board set ROR up to 5%		Deferred
	03/03/2015	100 %	No	Yes	137,359	144,227
	Rate of Return	2015: 5.00 %	2016: 5.00 %	2017: 5.00 %	2018: 5.00 %	2019: 5.00 %
Amanda MacDonell		11 Years 1 Months		Yes	FullMonths	0 Months
	10/11/2006	5,500	10 Years	Separate Vehicle		Deferred
	12/01/2017	64 %	No	Yes	38,695	40,630
	Rate of Return	-				
Bryan Zuehlke		18 Years 0 Months		Yes	FullMonths	0 Months
	01/09/2001	5,500	10 Years	Separate Vehicle		Deferred
	01/31/2019	92 %	No	Yes	103,950	109,148
	Rate of Return	-				
David Protelsch		12 Years 9 Months		No		18 Months
	02/27/2001	5,000	10 Years			Deferred
	05/27/2015	68 %	No	Yes	43,350	43,350
	Rate of Return	-				
Jason Hoerler		11 Years 0 Months		Yes	FullMonths	0 Months
	08/15/2006	5,500	10 Years	Separate Vehicle		Deferred
	08/31/2017	64 %	No	Yes	48,692	51,127
	Rate of Return	-				
Jeremiah Puelston		12 Years 5 Months		Yes	FullMonths	5 Months
	10/25/2005	5,500	10 Years	Separate Vehicle		Deferred
	09/11/2018	68 %	No	Yes	48,692	51,127
	Rate of Return	-				
Michael Liebel		20 Years 0 Months		Yes	FullMonths	
	09/14/1998	5,500	10 Years	Separate Vehicle		Deferred
	09/30/2018	100 %	No	Yes	115,500	121,275
	Rate of Return	-				

# Grand Rapids Fire Relief Association

## 2020 Schedule Form for Lump-Sum Pension Plans (Form SC-20)

### Deferred Members

	Birth Date	Yrs Of Service		Deferred Interest Paid	Interest Period	Leaves Of Absence
	Entry Date	Benefit Level	Vesting Min Yrs Required	Interest Option		Member Status Name
Name	Separation Date	Vesting Percent	Return To Service	Months Of Service Paid	Liability Curr	Liability Next
Tony McInerney	(	10 Years 0 Months		No		0 Months
	01/13/2003	5,000	10 Years			Deferred
	01/13/2013	60 %	No	Yes	30,000	30,000
Rate of Return	-					
William Olson	(	11 Years 0 Months		No		2 Months
	09/12/2000	5,000	10 Years			Deferred
	11/30/2011	64 %	No	Yes	35,200	35,200
Rate of Return	-					

**Grand Rapids Fire Relief Association**  
**2020 Schedule Form for Lump-Sum Pension Plans (Form SC-20)**  
**Unpaid Installments**

Name	Member Status	Birth Date	Entry Date	Separation Date	Amount Previously Paid	2020 Estimated Liability	2021 Estimated Liability
------	------------------	------------	------------	--------------------	------------------------------	-----------------------------	-----------------------------

No Unpaid Installments

**Grand Rapids Fire Relief Association**  
**2020 Schedule Form for Lump-Sum Pension Plans (Form SC-20)**  
**Financial Projections**

<b>Calculation of Normal Cost</b>	2020	2021
Total Active Member Liabilities	1,298,110	1,462,670
Total Deferred Member Liabilities	601,438	626,084
Total Unpaid Installments	0	0
Grand Total Special Fund Liability	A. <u>1,899,548</u>	B. <u>2,088,754</u>
Normal Cost (Cell B - Cell A)		C. <b>189,206</b>

**Projection of Net Assets for Year Ending December 31, 2020**

Special Fund Assets at December 31, 2019 (FIRE-19 ending assets)	1.	2,791,699
Projected Income for 2020		
Fire State Aid	D.	106,909
Supplemental State Aid (actual 2019 supplemental state aid)	E.	24,749
Municipal / Independent Fire Dept. Contributions	F.	5,000
Interest / Dividends	G.	0
Appreciation / (Depreciation)	H.	139,585
Member Dues	I.	0
Other Revenues	J.	0
Total Projected Income for 2020 (Add Lines D through J)	2.	<u>276,243</u>
Projected Expenses for 2020		
Service Pensions	K.	0
Other Benefits	L.	0
Administrative Expenses	M.	11,839
Total Projected Expenses for 2020 (Add Lines K through M)	3.	<u>11,839</u>
Projected Net Assets at December 31, 2020 (Line 1 + Line 2 - Line 3)	4.	<b>3,056,103</b>

**Projection of Surplus or (Deficit) as of December 31, 2020**

Projected Assets (Line 4)	5.	3,056,103
2020 Accrued Liability (Page 4, cell A)	6.	1,899,548
Surplus or (Deficit) (Line 5 - Line 6)	7.	<b>1,156,555</b>

# Grand Rapids Fire Relief Association

## 2020 Schedule Form for Lump-Sum Pension Plans (Form SC-20)

### Calculation of Required Contribution

Year Incurred	Deficit Information - Original		Deficit Information - Adjusted		
	Original Amount	Amount Retired as of 12/31/2019	Original Amount	Amount Retired as of 12/31/2020	Amount Left to Retire 1/1/2021
2011	0	0	0	0	0
2012	0	0	0	0	0
2013	0	0	0	0	0
2014	0	0	0	0	0
2015	0	0	0	0	0
2016	0	0	0	0	0
2017	0	0	0	0	0
2018	0	0	0	0	0
2019	0	0	0	0	0
2020	0	0	0	0	0
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Normal Cost		8.	189,206
2019 Administrative Expense (FIRE-19)		2019 9.	11,439
2020 Projected Administrative Expense		2020	11,839
Amortization of Deficit (Total of Original Amount X 0.10)		10.	0
10% of Surplus		11.	115,656
Fire and Supplemental Aid		12.	131,658
Member Dues		13.	0
5% of Projected Assets at December 31st, 2020		14.	152,805
<b>Required Contribution</b>		<b>15.</b>	<b>0</b>



**Grand Rapids Fire Relief Association**  
**2020 Schedule Form for Lump-Sum Pension Plans (Form SC-20)**  
**2020 Maximum Benefit Worksheet**

	A	B	C	D	E
	Fire State Aid and Supplemental State Aid	Municipal Contribution	10% of Surplus	Active Members in Relief Association	Per Year Average [(A+B+C)/D]
2019	From (FIRE-19) 131,658	From (FIRE-19) 5,000	From (SC-19) 75,255	From (FIRE-19) 29	7,307
2018	From (FIRE-18) 129,511	From (FIRE-18) 5,000	From (SC-18) 94,498	From (FIRE-18) 29	7,897
2017	From (FIRE-17) 128,622	From (FIRE-17) 5,000	From (SC-17) 63,015	From (FIRE-17) 30	6,555

Average available financing per active member for the most recent 3-year period: **7,253.00**

Maximum Lump Sum Benefit Level under Minn. Stat. § 424A.02, subd. 3 **10,000.00**

# Grand Rapids Fire Relief Association

## 2020 Schedule Form for Lump-Sum Pension Plans (Form SC-20)


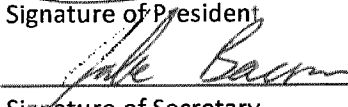
To be eligible for fire state aid this Schedule Form must be fully completed, certified by the relief association officers, forwarded to the municipal clerk/independent secretary on or before August 1, 2020, and submitted to the Office of the State Auditor.

### Relief Association Officer Certification

I have obtained a copy of the schedule form with Confirmation Id be37971c-5bba-4ed5-bf1e-e34f442ff9b1 displayed in the lower left corner of each page.

We, the officers of the Grand Rapids Fire Relief Association certify that this Schedule Form was prepared under Minn. Stat. § 424A.092 and that:


- 1) The annual benefit level of \$5,500 per year of service was established according to the average amount of available financing;
- 2) We understand that this form shows that the Relief Association has a projected SURPLUS of \$1,156,555 and a projected funding ratio of 160.89 percent;
- 3) The required 2021 contribution is \$0 based on the financial requirements of the Relief Association's Special Fund for the 2020 calendar year;
- 4) The Maximum Benefit Worksheet (MBW) portion of this form shows that the Relief Association's maximum allowable benefit level for 2020 is \$10,000;
- 5) We understand that the Relief Association cannot establish a benefit level that exceeds this statutory maximum. We understand that municipal or independent nonprofit firefighting corporation board approval may be required for a benefit increase; and
- 6) On or before August 1, the average amount of available financing per active member for the most recent three-year period was calculated on the MBW portion of this form in accordance with Minn. Stat. § 424A.02, subd. 3.

	Mark	Greiner	7-27-2020
Signature of President	First Name	Last Name	Date
	Jake	Barsness	7-27-2020
Signature of Secretary	First Name	Last Name	Date
Signature of Treasurer	First Name	Last Name	Date

### Municipal Clerk / Independent Secretary Certification\*

I received the completed Schedule Form from the Grand Rapids Fire Relief Association with Confirmation Id be37971c-5bba-4ed5-bf1e-e34f442ff9b1 displayed in the lower left corner of each page.

I have reviewed Line 15 of the Schedule Form. If Line 15 shows a required contribution, I certify that I will advise the governing municipal body or the independent nonprofit firefighting corporation of any required contribution at its next regularly scheduled meeting.

	Barbara	Baird	7/27/2020
Signature of Municipal Clerk / Secretary of independent nonprofit firefighting corporation <i>Finance Director</i>	First Name	Last Name	Date

\* See the form instructions for additional information about certification requirements.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 20-1233      **Version:** 1      **Name:** Civic Center Lease Addendum  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 7/30/2020      **In control:** City Council  
**On agenda:** 8/10/2020      **Final action:**  
**Title:** Consider approving an Addendum to the Lease Agreement with ISD 318 for use of the IRA Civic Center  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [HS Lease Addendum 2020](#)

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

Consider approving an Addendum to the Lease Agreement with ISD 318 for use of the IRA Civic Center

**Background Information:**

The attached Addendum reflects a 37% reduction in lease rates from Nov. 1 - March 30 if winter sports are cancelled due to Covid-19.

**Staff Recommendation:**

City staff recommends approving an Addendum to the Lease Agreement with ISD 318 for use of the IRA Civic Center

**Requested City Council Action**

Make a motion to approve an Addendum to the Lease Agreement with ISD 318 for use of the IRA Civic Center

LEASE AGREEMENT

ADDENDUM NO. 1

THIS ADDENDUM NO. 1, by and between the City of Grand Rapids, Minnesota a municipal corporation, hereinafter referred to as "Lessor", and Independent School District No. 318, Grand Rapids, Minnesota, hereinafter referred to as "Lessee".

RECITALS

WHEREAS, Lessor owns and operates the IRA Civic Center; and

WHEREAS, Lessee has determined that the IRA Civic Center is a suitable facility for conducting Lessee's various academic and athletic programs and ceremonial events; and

WHEREAS, Lessee and Lessor entered into a Lease Agreement on July 1, 2018, to lease the IRA Civic Center, on occasion in its entirety and on other occasions specific portions thereof; and

WHEREAS, Due to unforeseen circumstances related to COVID-19, Lessor and Lessee wish to enter into this Addendum No. 1, for the purpose of establishing adjusted monthly rates if Winter sports are cancelled or delayed during the term of this agreement;

NOW THEREFORE, for good and valuable mutual consideration, Lessor and Lessee mutually agree as follows:


1. From November 1<sup>st</sup> through March 30<sup>th</sup> the monthly lease rates shall be reduced by 37% during the winter sport season of 2020/2021.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

LESSOR: CITY OF GRAND RAPIDS

LESSEE: ISD NO 318

BY: \_\_\_\_\_  
Its Mayor

BY:   
Its Chair

BY: \_\_\_\_\_  
Its City Clerk

BY:   
Its Superintendent

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

Date: 7-13-20



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1234      **Version:** 1      **Name:** CP 2019-2 Final Pay Est and Balancing CO  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 8/3/2020      **In control:** City Council  
**On agenda:** 8/10/2020      **Final action:**  
**Title:** Consider approving Final Payment for CP 2019-2, Grand Rapids / Cohasset Connection Trail and Balancing Change Order 2.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Final\\_CP2019-2PayApp6](#)  
[Balancing CO](#)

Date	Ver.	Action By	Action	Result
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Consider approving Final Payment for CP 2019-2, Grand Rapids / Cohasset Connection Trail and Balancing Change Order 2.

**Background Information:**

The total final payment amount is \$14,661.92. The original contract amount was \$483,875.00. The final contract amount is \$498,336.87. The Balancing Change Order is an accounting devise used to adjust the Contract Amount to equal the As-Built Amount.

**Staff Recommendation:**

City Staff recommends approving Final Payment for CP 2019-2, Grand Rapids / Cohasset Connection Trail and Balancing Change Order 2.

**Requested City Council Action**

Make a motion approving Final Payment for CP 2019-2, Grand Rapids / Cohasset Connection Trail and Balancing Change Order 2.

Contract Number: CP 2019-2  
 Pay Request Number: 6

<b>Project Number</b> GRANR 147877	<b>Project Description</b> Grand Rapids/Cohasset Connection Trail
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<b>Contractor:</b> Casper Construction PO Box 480 Grand Rapids, MN 55744	<b>Vendor Number:</b> N/A <b>Up To Date:</b> 07/30/2020
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Contract Amount	Funds Encumbered		Total Amount Paid To Date
	Original	Additional	
Original Contract	\$483,875.00		\$483,875.00
Contract Changes	\$1,074.50		N/A
Revised Contract	\$484,949.50		\$483,875.00

Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
Base Bid Items	\$497,262.37			
Contract Changes	\$1,074.50			
Material On Hand	\$0.00			
Total	\$498,336.87	\$483,674.95	\$14,661.92	\$498,336.87

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$2,260.00	\$498,336.87	\$0.00	\$483,674.95	\$14,661.92	\$498,336.87
Percent: Retained: 0%					Percent Complete: 102.76%

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By \_\_\_\_\_ Approved By Casper Construction

County/City/Project Engineer

Contractor *Tom Wath*

Date

*7/30/2020*

Date 7.30.20

Contract Payment Summary					
Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request	Amount Paid Per Request
1	2019-07-31	\$38,722.25	\$1,936.11	\$36,786.14	\$36,786.14
2	2019-08-13	\$180,164.50	\$9,008.23	\$171,156.27	\$171,156.27
3	2019-08-27	\$145,127.62	\$7,256.38	\$137,871.24	\$137,871.24
4	2019-09-10	\$94,671.75	\$4,733.59	\$89,938.16	\$89,938.16
5	2019-10-01	\$37,390.75	(\$10,532.39)	\$47,923.14	\$47,923.14
6	2020-07-30	\$2,260.00	(\$12,401.92)	\$14,661.92	\$14,661.92

Contract Funding Category Summary						
Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Local Trail Project	0	\$498,336.87	\$0.00	\$483,674.95	\$14,661.92	\$498,336.87

Contract Funding Source Summary					
Accounting Number	Funding Source Name	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1	Local - Grand Rapids	\$5,864.77			\$199,334.75
2	Local - Cohasset	\$8,797.15			\$299,002.12

Project Payment Summary					
Project	Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
GRANR 147877	1	2019-07-31	\$38,722.25	\$1,936.11	\$36,786.14
GRANR 147877	2	2019-08-13	\$180,164.50	\$9,008.23	\$171,156.27
GRANR 147877	3	2019-08-27	\$145,127.63	\$7,256.38	\$137,871.25
GRANR 147877	4	2019-09-10	\$94,671.75	\$4,733.59	\$89,938.16
GRANR 147877	5	2019-10-01	\$37,390.75	(\$10,532.39)	\$47,923.14
GRANR 147877	6	2020-07-30	\$2,260.00	(\$12,401.92)	\$14,661.92

Project Funding Category Summary						
Project	Funding Category Name	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
GRANR 147877	Local Trail Project	\$498,336.87	\$0.00	\$483,674.95	\$14,661.92	\$498,336.87

Project Funding Source Summary					
Project	Funding Source Name	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
GRANR 147877	1	\$5,864.77			\$199,334.75
GRANR 147877	2	\$8,797.15			\$299,002.12

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
GRANR 147877	1	2011.601	CONSTRUCTION SURVEYING	LS	\$8,100.00	1	0	\$0.00	1	\$8,100.00
GRANR 147877	2	2021.501	MOBILIZATION	LS	\$20,647.00	1	0	\$0.00	1	\$20,647.00
GRANR 147877	3	2101.501	CLEARING & GRUBBING	LS	\$450.00	1	0	\$0.00	1	\$450.00
GRANR 147877	4	2101.505	CLEARING	ACRE	\$3,200.00	0.18	0	\$0.00	0.18	\$576.00
GRANR 147877	5	2101.505	GRUBBING	ACRE	\$3,200.00	0.18	0	\$0.00	0.18	\$576.00
GRANR 147877	6	2101.524	CLEARING	TREE	\$145.00	5	0	\$0.00	5	\$725.00
GRANR 147877	7	2101.524	GRUBBING	TREE	\$225.00	5	0	\$0.00	5	\$1,125.00
GRANR 147877	8	2104.502	REMOVE METAL APRON	EACH	\$65.00	2	0	\$0.00	2	\$130.00
GRANR 147877	9	2104.502	SALVAGE SIGN TYPE C	EACH	\$40.00	5	0	\$0.00	5	\$200.00
GRANR 147877	10	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$6.00	4	0	\$0.00	4	\$24.00
GRANR 147877	11	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$2.40	367	0	\$0.00	360	\$864.00
GRANR 147877	12	2104.503	REMOVE CONCRETE CURB	L F	\$14.00	15	0	\$0.00	41	\$574.00
GRANR 147877	13	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$5.00	104	0	\$0.00	102	\$510.00
GRANR 147877	14	2104.607	SALVAGE RANDOM RIPRAP	C Y	\$31.00	16	0	\$0.00	16	\$496.00
GRANR 147877	15	2105.504	GEOTEXTILE FABRIC TYPE 4	S Y	\$2.25	100	0	\$0.00	112	\$252.00
GRANR 147877	16	2105.504	GEOTEXTILE FABRIC TYPE 5	S Y	\$1.75	1450	0	\$0.00	0	\$0.00
GRANR 147877	17	2105.507	COMMON EXCAVATION	C Y	\$5.00	1889	0	\$0.00	1889	\$9,445.00
GRANR 147877	18	2105.507	MUCK EXCAVATION	C Y	\$16.50	575	0	\$0.00	588	\$9,702.00



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
GRANR 147877	19	2105.507	SUBGRADE EXCAVATION	C Y	\$12.00	400	0	\$0.00	0	\$0.00
GRANR 147877	20	2105.507	GRANULAR BORROW (CV)	C Y	\$21.00	3387	0	\$0.00	4428.47	\$92,997.87
GRANR 147877	21	2105.507	SELECT GRANULAR BORROW (CV)	C Y	\$21.00	400	0	\$0.00	0	\$0.00
GRANR 147877	22	2105.607	CRUSHED ROCK	C Y	\$45.00	20	0	\$0.00	10	\$450.00
GRANR 147877	23	2112.519	SUBGRADE PREPARATION	RDST	\$140.00	39.38	0	\$0.00	39.38	\$5,513.20
GRANR 147877	24	2118.507	AGGREGATE SURFACING (CV) CLASS 5	C Y	\$36.00	17	10	\$360.00	20	\$720.00
GRANR 147877	25	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	\$46.50	810	0	\$0.00	810	\$37,665.00
GRANR 147877	26	2231.604	BITUMINOUS PATCH SPECIAL	S Y	\$52.00	370	0	\$0.00	370	\$19,240.00
GRANR 147877	27	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2:B)	TON	\$84.00	685	0	\$0.00	738.7	\$62,050.80
GRANR 147877	28	2521.518	6" CONCRETE WALK	S F	\$15.00	671	0	\$0.00	671	\$10,065.00
GRANR 147877	29	2531.503	CONCRETE CURB & GUTTER DESIGN D412	L F	\$45.00	36	0	\$0.00	36	\$1,620.00
GRANR 147877	30	2531.618	TRUNCATED DOMES	S F	\$50.00	163	0	\$0.00	163	\$8,150.00
GRANR 147877	31	2554.502	END TREATMENT-TANGENT TERMINAL	EACH	\$2,800.00	7	0	\$0.00	7.08	\$19,824.00
GRANR 147877	32	2554.503	TRAFFIC BARRIER DESIGN B8338	L F	\$20.75	2368	0	\$0.00	2338	\$48,513.50
GRANR 147877	33	2557.503	WIRE FENCE DESIGN 48-9322	L F	\$18.65	1000	0	\$0.00	1000	\$18,650.00
GRANR 147877	34	2563.601	TRAFFIC CONTROL	LS	\$5,100.00	1	0	\$0.00	1	\$5,100.00
GRANR 147877	35	2564.502	INSTALL SIGN TYPE C	EACH	\$130.00	5	0	\$0.00	5	\$650.00
GRANR 147877	36	2564.518	SIGN PANELS TYPE C	S F	\$69.00	47.25	0	\$0.00	56.25	\$3,881.25

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
GRANR 147877	37	2571.524	CONIFEROUS TREE 5' HT B&B	TREE	\$450.00	9	0	\$0.00	9	\$4,050.00
GRANR 147877	38	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$3,500.00	1	0	\$0.00	1	\$3,500.00
GRANR 147877	39	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$210.00	14	0	\$0.00	14	\$2,940.00
GRANR 147877	40	2573.503	SILT FENCE; TYPE MS	L F	\$2.75	2900	0	\$0.00	2965	\$8,153.75
GRANR 147877	41	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	L F	\$4.50	1000	0	\$0.00	890	\$4,005.00
GRANR 147877	42	2574.507	COMMON TOPSOIL BORROW	C Y	\$15.00	1049	0	\$0.00	1049	\$15,735.00
GRANR 147877	43	2574.508	FERTILIZER TYPE 3	LB	\$3.00	260	60	\$180.00	260	\$780.00
GRANR 147877	44	2575.505	MOWING	ACRE	\$300.00	2.6	2.6	\$780.00	2.6	\$780.00
GRANR 147877	45	2575.505	WEED SPRAYING	ACRE	\$700.00	0.7	0.7	\$490.00	0.7	\$490.00
GRANR 147877	46	2575.506	WEED SPRAY MIXTURE	GAL	\$125.00	0.4	0.4	\$50.00	0.4	\$50.00
GRANR 147877	47	2575.508	SEED MIXTURE 33-361	LB	\$35.00	15	0	\$0.00	35	\$1,225.00
GRANR 147877	48	2575.508	SEED MIXTURE 36-311	LB	\$45.00	30	0	\$0.00	30	\$1,350.00
GRANR 147877	49	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	LB	\$1.70	5070	0	\$0.00	5850	\$9,945.00
GRANR 147877	50	2575.523	WATER	10KGAL	\$500.00	1.04	0.8	\$400.00	1.84	\$920.00
GRANR 147877	51	2575.601	EROSION CONTROL	LS	\$3,000.00	1	0	\$0.00	1	\$3,000.00
GRANR 147877	52	2575.605	SEEDING	ACRE	\$900.00	1.3	0	\$0.00	1.4	\$1,260.00
GRANR 147877	53	2582.503	6" SOLID LINE MULTI COMP	L F	\$6.50	330	0	\$0.00	267	\$1,735.50
GRANR 147877	54	2501.502	15" GS PIPE APRON	EACH	\$695.00	4	0	\$0.00	4	\$2,780.00

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
GRANR 147877	55	2501.502	18" GS PIPE APRON	EACH	\$780.00	8	0	\$0.00	8	\$6,240.00
GRANR 147877	56	2501.502	15" RC PIPE APRON	EACH	\$2,075.00	1	0	\$0.00	1	\$2,075.00
GRANR 147877	57	2501.502	18" RC PIPE APRON	EACH	\$2,255.00	1	0	\$0.00	1	\$2,255.00
GRANR 147877	58	2501.503	15" CS PIPE CULVERT	L F	\$33.75	75	0	\$0.00	76	\$2,565.00
GRANR 147877	59	2501.503	18" CS PIPE CULVERT	L F	\$38.25	344	0	\$0.00	344	\$13,158.00
GRANR 147877	60	2503.503	15" RC PIPE SEWER	L F	\$53.00	27	0	\$0.00	27	\$1,431.00
GRANR 147877	61	2503.503	18" RC PIPE SEWER	L F	\$57.50	53	0	\$0.00	61	\$3,507.50
GRANR 147877	62	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$360.00	2	0	\$0.00	2	\$720.00
GRANR 147877	63	2506.502	CONST DRAINAGE STRUCTURE DESIGN H	EACH	\$1,825.00	1	0	\$0.00	1	\$1,825.00
GRANR 147877	64	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	\$2,900.00	2	0	\$0.00	2	\$5,800.00
GRANR 147877	65	2506.502	CASTING ASSEMBLY	EACH	\$925.00	3	0	\$0.00	3	\$2,775.00
GRANR 147877	66	2506.602	SEAL CATCH BASIN	EACH	\$275.00	3	0	\$0.00	3	\$825.00
GRANR 147877	67	2511.507	RANDOM RIPRAP CLASS III	C Y	\$95.00	20	0	\$0.00	20	\$1,900.00
<b>Base Bid Totals:</b>								<b>\$2,260.00</b>		<b>\$497,262.37</b>

Project Category Totals		
Project	Category	Amount To Date
GRANR 147877	Storm Sewer	\$47,856.50
GRANR 147877	General Construction	\$449,405.87
		\$2,260.00

Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
GRANR 147877	CO	1	68	2501.503	CULVER REPLACEMENT WORK	LUMP SUM	\$1,074.50	1	0	\$0.00	1	\$1,074.50
<b>Contract Change Totals:</b>												<b>\$1,074.50</b>

<b>Contract Total</b>	<b>\$498,336.87</b>
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Contract Change Totals		
Number	Description	Amount To Date
1	Additional CL Culvert for CR 63.	\$1,074.50

Material On Hand Additions			
Line	Item	Description	Comments

Material On Hand Balance			
Line	Item	Description	Remaining

CHANGE ORDER

Project No.	GRANR 147877	City Project No:	2019-2	Change Order No.	2
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Project Location	Grand Rapids/Cohasset Connection Trail				
Local Agency	The City of Grand Rapids	Local Project No.	GRANR 147877		
Contractor	Casper Construction	Contract No.	CP 2019-2		
Address/City/State/Zip	PO Box 480 / Grand Rapids / MN / 55744				
<b>Total Change Order Amount \$</b>	<b>\$0</b>				

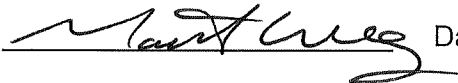
This is a Balancing Change Order. A Balancing Change Order is an accounting devise used to adjust the Contract Amount to equal the As-Built Amount.

Contract Amount: Original = \$483,875.00, Revised = \$498,336.87

<b>Estimate Of Cost:</b> (Include any increases or decreases in contract items, any negotiated or force account items.)						
**Group/ funding Category	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
<b>Net Change this Change Order</b>						<b>\$0</b>

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

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

Approved by Project Engineer:  Date: 7/30/2020

Print Name: Matt Wegwerth Phone: 218.726.7625



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1235      **Version:** 1      **Name:** CP 2020-5 Riverside Park Award Contract  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 8/3/2020      **In control:** City Council  
**On agenda:** 8/10/2020      **Final action:**  
**Title:** Consider adopting a resolution awarding a contract for CP 2020-5, the Riverside Park Lighting Project  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Lanyk bid](#)  
[8-10-20 Resolution Award CP 2020-5](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution awarding a contract for CP 2020-5, the Riverside Park Lighting Project

**Background Information:**

The Riverside Park Lighting project includes the replacement of park lights within the newly established Riverside Park (formerly known as the Blandin Foundation Park). The proposed project improve lighting within the park and will be funded with a grant from the Blandin Foundation.

On Wednesday, July 29, 2020, at 10:30 am, bids were opened. The following bids were received:

Bidder	Base Bid
Engineers Estimate	\$161,272.00
Lanyk Electric, Inc.	\$160,000.00

The bids have been reviewed and Lanyk Electric, Inc. had the low bid in the amount of \$160,000.00.

**Staff Recommendation:**

City staff recommends adopting a resolution awarding a contract for CP 2020-5, the Riverside Park Lighting Project to Lanyk Electric, Inc. in the amount of \$160,000.00

**Requested City Council Action**

A motion adopting a resolution awarding a contract for CP 2020-5, the Riverside Park Lighting Project to Lanyk Electric, Inc. in the amount of \$160,000.00



GRAND RAPIDS  
IT'S IN MINNESOTA'S FUTURE

# QUOTATION FORM

Grand Rapids, MN  
Riverside Park Lighting Improvements  
City Project 2020-5  
SEH Project GRANR 153848

Submit quotation form to Matt Wegwerth PE, City of Grand Rapids, 420 North Pokegama Avenue, Grand Rapids, MN by 10:30 am on Wednesday, July 29, 2020. Quotes can be mailed or hand delivered, and should be submitted in a sealed envelope to the office of the City Clerk:

Quote package shall include the following:

1. Quotation Form
2. Special Provisions and Specifications
3. Plan Sheets – Riverside Park Lighting Improvements

All spaces of the quotation form shall be filled in. The quote must be in a sealed envelope labeled "City Project 2020-5, Riverside Park Lighting Improvements".

Project Description: The project includes removing existing lighting units/components and installing new lights and associated equipment.

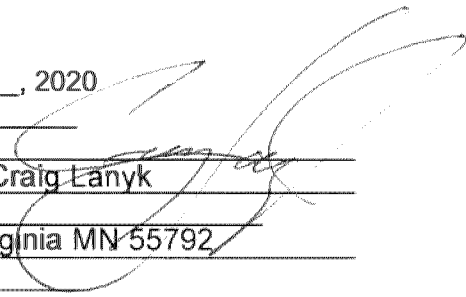
Project will be completed on a lump sum, based on the following estimated quantities:

## STATEMENT OF ESTIMATED QUANTITIES

Item No.	DESCRIPTION	Unit	QTY.
1	REMOVE LIGHTING UNIT	EACH	10
2	REMOVE LIGHT FOUNDATION	EACH	10
3	REMOVE SERVICE CABINET	EACH	2
4	SALVAGE LUMINAIRE	EACH	2
5	REMOVE UNDERGROUND WIRE	LIN FT	750
6	LIGHTING UNIT TYPE SPECIAL	EACH	9
7	LIGHTING UNIT TYPE SPECIAL 1	EACH	8
8	LIGHTING UNIT TYPE SPECIAL 2	EACH	2
9	LUMINAIRE TYPE SPECIAL	EACH	2
10	LIGHT FOUNDATION DESIGN E MODIFIED	EACH	17
11	HANDHOLE	EACH	2
12	SERVICE CABINET	EACH	1
13	EQUIPMENT PAD	EACH	1
14	SERVICE EQUIPMENT	EACH	1
15	2" NON-METALLIC CONDUIT	LIN FT	1725
16	2" NON-METALLIC CONDUIT (DIRECTIONAL BORE)	LIN FT	350
17	3/4" NON-METALLIC CONDUIT	LIN FT	60
18	3/4" NON-METALLIC CONDUIT (DIRECTIONAL BORE)	LIN FT	25
19	UNDERGROUND WIRE 1/C 10 AWG	LIN FT	285
20	UNDERGROUND WIRE 1/C 8 AWG	LIN FT	6300

Riverside Park Lighting Quote Total \$160,000.00

We, the undersigned, doing business as Lanyk Electric, Inc have carefully examined the Quotation Documents and the site of the proposed work, and are familiar with all of the conditions, laws and regulations surrounding the construction of the proposed project including the availability of materials and labor. We hereby propose to the City of Grand Rapids, MN to furnish all labor, materials, equipment, skills and facilities for the complete construction of the Riverside Park Lighting Improvements as described herein. The lump sum price shown includes sales tax and all other applicable taxes, permits and fees.

Dated this 29 day of July, 2020  
Name of Company Lanyk Electric, Inc  
Signature of Authorized Representative   
Printed Name of Authorized Representative Craig Lanyk  
Title of Authorized Representative Owner  
Legal Address 5555 Enterprise Dr. NE, Virginia MN 55792  
Business Phone 218-749-2222

#### SPECIAL PROVISIONS

General:

1. Council will consider award on Monday, August 10, 2020.
2. EJCDC Standard Form of Agreement Between Owner and Contractor on the Basis of Stipulated Price will be executed for the project once the project is awarded.
3. EJCDC Standard General Conditions of the Construction Contract shall apply to the project.
4. All material shall be in accordance with applicable building codes and local specifications.
5. Prevailing wage requirements for the State of Minnesota, Grand Rapids, MN, apply to the project. Contractor shall adhere to Minn. Stat. Chap. 177.41-44 regarding prevailing wage rates and contracts and corresponding Rules 5200.1000 to 5200.1120.
6. The Work will be substantially completed on or before October 16, 2020 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 30, 2020.
7. Liquidated damages shall be set at \$300 per day for every day after the completion dates that the project is not complete.

Construction:

1. Material testing shall be completed at the direction of the engineer and paid for by the owner. Contractor shall supply a certification that materials meet specifications.



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

RESOLUTION NO. 20-\_\_

**A RESOLUTION ACCEPTING BID FOR  
Riverside Park Lighting Improvements  
City Project 2020-5**

WHEREAS, pursuant to an advertisement for the Riverside Park Lighting Improvements, which includes the construction of a new lighting system within the boundaries of the Riverside Park located at the northeast corner of Pokegama Avenue and 1<sup>st</sup> Street South. Bids were received, opened, and tabulated according to law, and the following bids were received complying with the advertisement:

Bidder	Base Bid
Engineer Estimate	\$161,272.00
Lanyk Electric, Inc.	\$160,000.00

WHEREAS, the City Engineer is recommending the Base Bid be awarded to Lanyk Electric, Inc.;

WHEREAS, it appears that Contractor is a responsible bidder, and;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS,  
MINNESOTA:

The Mayor and Administrator are hereby authorized and directed to enter into a contract with Lanyk Electric Inc., in the name of the City of Grand Rapids for Grand Rapids Project 2020-5 for a total contract amount of \$160,000.00 and in accordance to the plans and specifications therefore approved by the City Council and on file in the Office of the City Clerk.

Adopted by the Council this 10<sup>th</sup> day of August, 2020.

\_\_\_\_\_  
Dale 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: \_\_\_\_\_; whereby the resolution was declared duly passed and adopted.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1239      **Version:** 1      **Name:** Approve Golf Employees  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 8/4/2020      **In control:** City Council  
**On agenda:** 8/10/2020      **Final action:**  
**Title:** Consider approval of seasonal Golf Employees  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

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

Consider approval of seasonal Golf Employees

**Background Information:**

Some of our staff has departed for the season and others will soon follow. Tom Pagel has approved the retroactive hiring of Starter Tom Downing. Tom's first day was August 3. We were short handed and needed a starter. One of the starters duties is to explain our covid-19 golf protocol. Gary Hausladen has years of experience in the golf maintenance world at Sugar Lake Lodge. Even Bruemmer will be starting his first partial season in maintenance.

**Staff Recommendation:**

Approve the seasonal hiring of Tom Downing, Gary Hausladen, and Evan Bruemmer.

**Requested City Council Action**

Make a motion approving seasonal employment of Gary Hausladen at \$11.25/ hour, Evan Bruemmer at \$10.25/hour, and Tom Downing at \$10.25/hour. Tom Downing employment began August 3. Employment for Even Bruemmer and Gary Hausladen to begin no sooner than August 11. Employment for all three seasonal employees to end no later than October 31, 2020. Funding for this employment is from the 2020 approved golf course budget.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 20-1240      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 8/4/2020      **In control:** City Council  
**On agenda:** 8/10/2020      **Final action:**  
**Title:** Consider authorizing Library to purchase 7 book carts DEMCO, Inc.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Demco Inc. \(book carts\)](#)

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

Consider authorizing Library to purchase 7 book carts DEMCO, Inc.

**Background Information:**

With the emergence of COVID-19, the Institute of Museum and Library Services strongly suggests libraries quarantine returned materials for 96 hours. The Library needs 7 additional book carts to follow this guideline. This purchase will be paid for with CARES funds.

**Staff Recommendation:**

Library Director recommends purchasing book carts in the amount of \$2,491.24.

**Requested City Council Action**

Make a motion authorizing Library to purchase 7 book carts from DEMCO, Inc.



# QUOTATION

P.O. Box 7488  
 Madison, WI 53707-7488  
 PH 800-462-8709 FAX 888-329-4728

Reference: G0217058  
 Contract/Bid ID: Y02973  
 Today: 8/04/20  
 Quote Expiration Date: 10/05/20

NAME: Grand Rapids Area Library  
 CONTACT: WILL RICHTER  
 PHONE: 218-326-7643  
 EMAIL: wrichter@ci.grand-rapids.mi.us

Line	Qty	Product	Product Description	Colors/Finished/Options	Unit Price	Discount	Ext Total
1	3	P12187140	LibraryQuiet Bktrk 3 Flat Catalog number 807728	44-1/2" X 31" X 17" Black	299.29	Net	897.87
2	3	P12186990	LibraryQuiet Single-side Bktrk3-Sloping Catalog number 808568	44-1/2x31"x17" Black	299.29	Net	897.87
3	1	P12187060	LibraryQuiet 4 Slope Flat BitBooktruck Catalog number 807726	44-1/2x31"x17" Black	327.99	Net	327.99
Order Subtotal							2,123.73
*Shipping/Processing							367.51
Sales Tax							Exempt
Grand Total							2,491.24

\*Delivery Provisions: This quote has been specifically prepared to deliver with:  
 Tailgate Delivery : 367.51  
 Call Ahead - Delivery App: 0.00

Additional Note: **PRICING:**  
 No additional promotions or discounts may be combined with this bid/quote. Reductions in volume may affect the quoted pricing.

**ESTIMATED DELIVERY:**  
 Line 1 = 3-4 weeks  
 Lines 2-3 = 6-7 weeks after receipt of complete and accurate order. Lead times may vary depending on available stock at time of order.

**SHIPPING AND PROCESSING:**



imagine what's possible™

# QUOTATION

Reference: G0217058  
Contract/Bid ID: Y02973  
Today: 8/04/20  
Quote Expiration Date: 10/05/20

P.O. Box 7488  
Madison, WI 53707-7488  
PH 800-462-8709 FAX 888-329-4728

NAME: Grand Rapids Area Library  
CONTACT: WILL RICHTER  
PHONE: 218-326-7643  
EMAIL: wrichter@ci.grand-rapids.mi.us

Line	Qty	Product	Product Description	Colors/Finished/Options	Unit Price	Discount	Ext Total
------	-----	---------	---------------------	-------------------------	------------	----------	-----------

Standard shipping is for tailgate delivery. Liftgate truck, inside delivery and call prior to delivery are additional services and those charges are in addition to the tailgate delivery charge. See attached freight terms for explanation of delivery services.

**PAYMENT TERMS:**

Demco payment terms are Net/30 days subject to Accounting approval. Pre-payment may be required.

**REFER TO QUOTE:**

Please reference quote G0217058 when ordering to receive discounted pricing and shipping charges. Quote pricing may not be applied if quote number is not referenced.

**FURNITURE AND EQUIPMENT:**

Furniture and equipment items are non-returnable unless received damaged or defective.

**RESTOCKING FEES:**

Products are non-returnable unless received damage or defective. If returnable restocking fees may apply.

**CANCELLATIONS:**



Imagine what's possible™

P.O. BOX 7488  
Madison, WI 53707-7488  
PH 800-462-8709 FAX 888-329-4728

QUOTATION

PAGE: 3  
Reference: G0217059  
Contract/Bid ID: Y02973  
Today: 8/04/20  
Quote Expiration Date: 10/05/20

NAME: Grand Rapids Area Library  
CONTACT: WILL RICHTER  
PHONE: 218-326-7643  
EMAIL: wrichter@ci.grand-rapids.mi.us

Once the order is placed and processing has started the order may not be cancelled without approval from Demcco and/or manufacturer of product. Cancellation fees may apply.

Order Provisions: Please note the attached freight terms.

Line	Qty	Product	Product Description	Colors/Finished/Options	Unit Price	Discount	Ext Total
------	-----	---------	---------------------	-------------------------	------------	----------	-----------

BILL TO: Grand Rapids Area Library  
140 NE 2nd St  
Grand Rapids MN 55744-2826

SHIP TO: Will Richter  
Grand Rapids Area Library  
140 NE 2nd St  
Grand Rapids MN 55744-2826

CONTACT: WILL RICHTER  
GRAND RAPIDS AREA LIBRARY  
140 NE 2ND ST  
GRAND RAPIDS MN 55744-2826

SALES REP: Allis Stary  
Email: allis@demcco.com  
Phone: 800-462-8709  
Fax: 888-329-4728



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1241      **Version:** 1      **Name:**

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

**File created:** 8/4/2020      **In control:** City Council

**On agenda:** 8/10/2020      **Final action:**

**Title:** Consider authorizing Facilities staff to request and accept low quotes for Library construction project.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Library concrete work quote Hawk Construction](#)  
[Library concrete work quote TNT Aggregates](#)  
[Library door quote Anderson Glass](#)  
[Library door quote SGI](#)  
[Library drive thru window Anderson Glass](#)  
[Library drive thru window SGI](#)

Date	Ver.	Action By	Action	Result
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Consider authorizing Facilities staff to request and accept low quotes for Library construction project.

**Background Information:**

Due to the COVID-19 pandemic, the Library is currently operating with modified services. The following project elements will allow the Library to function more effectively:

- Permanent drive-thru window
- Drive thru concrete work
- Separate entrance for the Children's Library
- Children's entrance concrete work

Quotes are attached for review. This project is funded with CARES Act monies.

**Staff Recommendation:**

City staff recommend accepting the low quote for the drive thru window of \$3,260.00 from Anderson Glass; low quote for drive thru concrete work of \$9,925.00 from TNT Aggregates; low quote for the Children's entrance of \$10,680.00 from Anderson Glass; and low quote for Children's entrance concrete work of \$10,051.00 from TNT Aggregates.

**Requested City Council Action**

Make a motion authorizing and accepting low quotes from Anderson Glass and TNT Aggregates for Library construction projects - and authorize payment.



**HAWK CONSTRUCTION**

*Commercial Building Contractor*

# Proposal Letter

**DATE:** July 27, 2020  
**TO:** Nathan Morlan  
**FROM:** Zac Preble  
**RE:** Grand Rapids Public Library

**HAWK Construction proposes to do the following as listed below:**

**Price #1 Book Drop off Area= \$12,980.00.** Includes demo of existing curb and gutter, cut back sod, install class 5 base, install new curb and gutter, install 4" hot mix paving infill.

**Price #2 Stoop and Sidewalk= \$12,700.00.** Dig out and install new stoop footings and poured concrete walls, pour stoop top with metal deck supported to existing structure, demo and replace damaged sidewalk area, cut out and install sand for new sidewalk, pour new sidewalk to asphalt path, and apply sealer.

**Proposal Includes:** Labor and materials to perform the work as listed above.

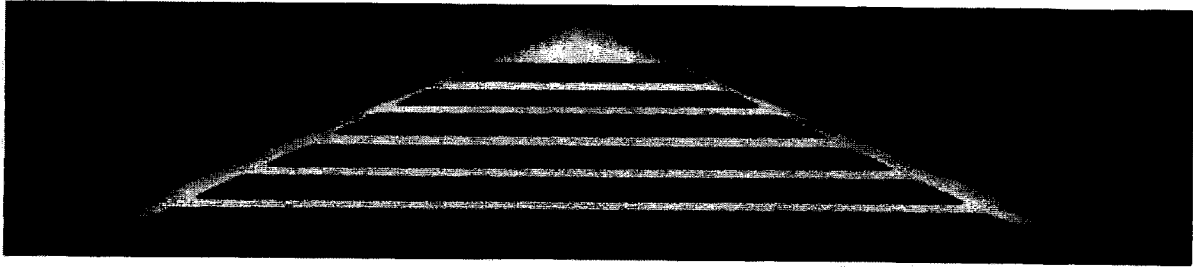
**Proposal Excludes:** Permit, testing, cold weather conditions, soil corrections, night and weekend work, and relocating underground utilities.

Thank you for considering HAWK Construction, Inc.

Sincerely,

Zac Preble  
Project Manager





# TNT AGGREGATES, LLC

40 County Road 63, Grand Rapids, Minnesota 55744 Phone: 218-326-1881 Fax: 218-326-9296  
EQUAL OPPORTUNITY EMPLOYER

## PROPOSAL

•Today's Date: 7/14/2020  
 •Proposal submitted to: Nate  
 •Project name: New Entrance  
 •Project Location: Grand Rapids Public Library  
 Grand Rapids, MN

### Price includes:

- Excavation and backfill for new stoop, stoop slab; to be supported by 4" angle onto sides anchored to existing wall and 2 new walls 8" thick, poured on 2' x 1' footing to frost depth.
- Remove and replace 2' x 10' x 30' of existing slab with 46' x 6' sidewalk on 4" Class 5 to poured walking trail.

We propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

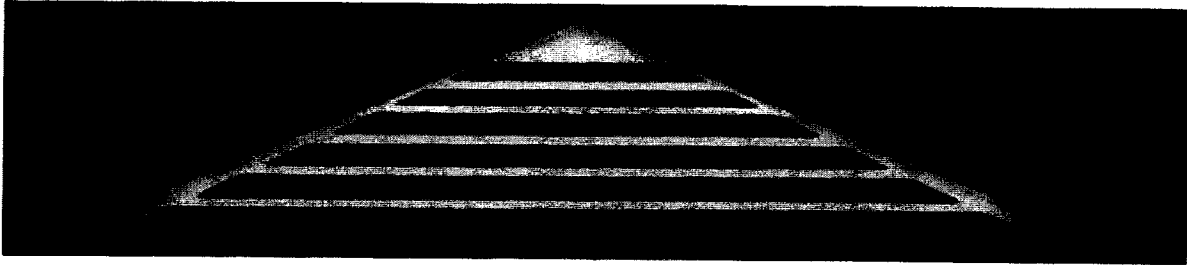
Ten thousand and fifty one dollars

\$10,051.00

Authorized Signature: 

This proposal may be withdrawn by us if not accepted within 45 days.

**Acceptance of Proposal** – The above prices, Signature \_\_\_\_\_  
 Specifications and conditions are satisfactory Signature \_\_\_\_\_  
 are hereby accepted. Date \_\_\_\_\_



**TNT AGGREGATES, LLC**

40 County Road 63, Grand Rapids, Minnesota 55744 Phone: 218-326-1881 Fax: 218-326-9296  
EQUAL OPPORTUNITY EMPLOYER

**PROPOSAL**

- Today's Date: 7/14/2020
- Proposal submitted to: Nate
- Project name: Window Drive Up
- Project Location: Grand Rapids Public Library  
Grand Rapids, MN

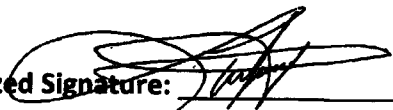
**Price includes:**

**All labor and materials to remove 55 In ft of curb & gutter.**

**Remove topsoil, install 6" Class 5, install 55 In ft of curb & gutter and approximately 55' x 6' x 4" black top. \$9,925.00**

We propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

**Nine thousand nine hundred twenty five dollars \$9,925.00**

Authorized Signature: 

This proposal may be withdrawn by us if not accepted within 45 days.

**Acceptance of Proposal** – The above prices, Signature \_\_\_\_\_  
Specifications and conditions are satisfactory Signature \_\_\_\_\_  
are hereby accepted. Date \_\_\_\_\_

# Anderson Glass Company, Inc.

816 NW 4th Street  
Grand Rapids, MN 55744  
(218) 326-0331 • Fax (218) 326-3641

July 24, 2020

Project: Grand Rapids Area Library-COVID Entrance

We wish to provide you a price to furnish and install a new door at the library price includes the following:

- Demo of exiting curtain wall frame parts & glass
- Install new storefront door and sidelight within the existing curtain wall
- See existing sketch for what is figured

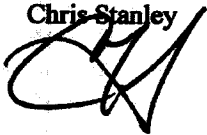
The above for the total amount of: **\$10,680.00 (Ten thousand, six hundred eighty and no/100 dollars.)**

The following is a list of clarifications to our bid:

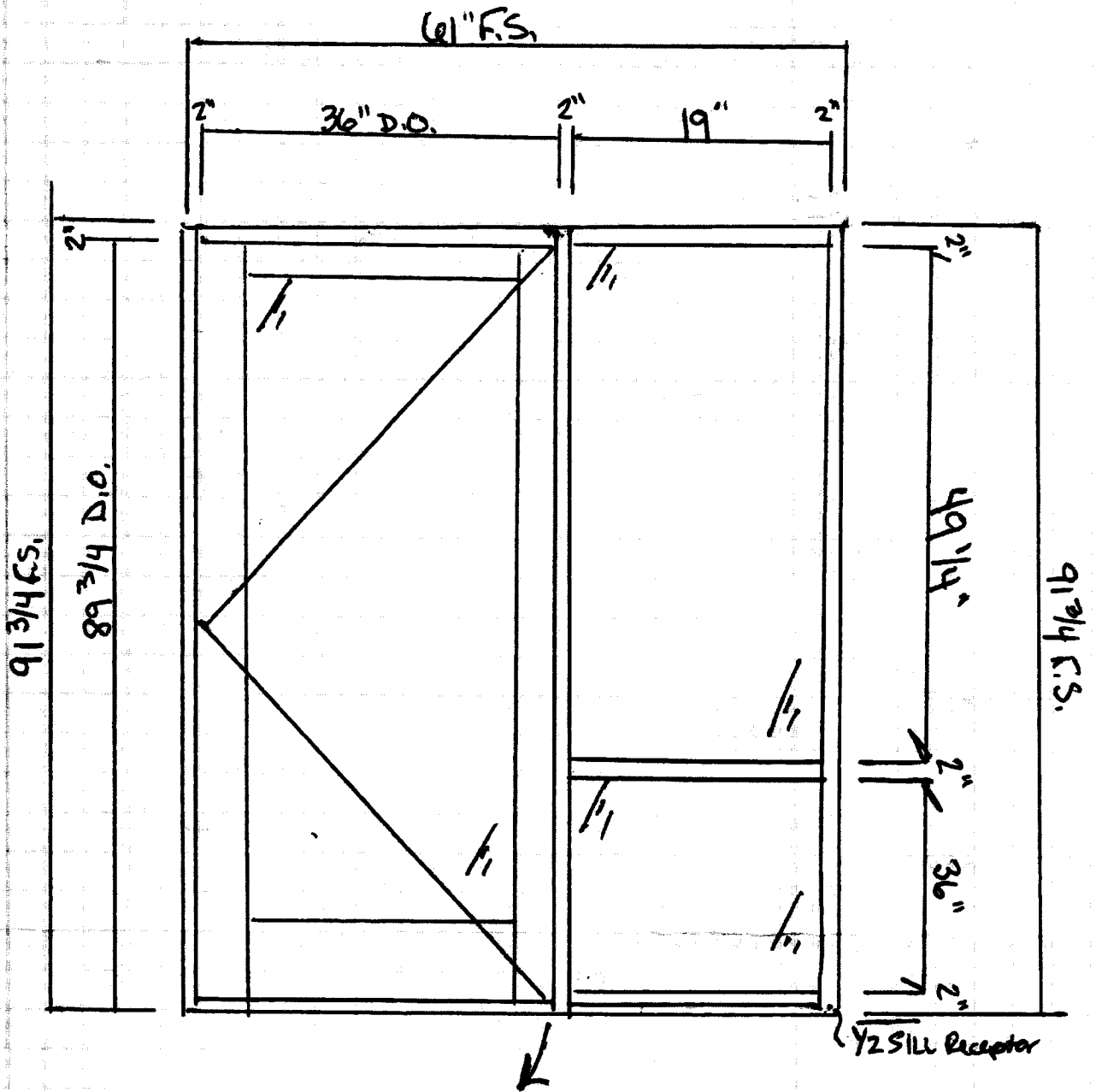
- Frames are painted to match as closely as possible
- Demo of glass panels at the bottom of curtain wall is included. We will demo what is needed so the new sidewalk can be poured first.
- Board up of opening is not included.
- Final cleaning is not included.

If you have any questions, please feel free to call.

Sincerely,  
Chris Stanley



# G.R. LIBRARY COVID ENTRANCE



- 2" x 4 1/2" 3000XT
- Paint Color mm6463 (Same as Order #118236) "Grand Rapids Green"
- Wide Slit Door w/ 10" Btm Rails
- ↳ Thermal Clad.
- Von Duprin CD990NL Exit Device / Trim
- LCN: 4040 w/ Drop Plate & Hold Open Arm
- 3 Butt Hinges
- Threshold
- Sweep



823 Belknap Street • Suite 110  
Superior, WI 54880  
1-888-899-6369  
(715) 394-5588 • Fax: (715) 394-5580

July 29th 2020

To: Grand Rapids Library - COVID Entrance

Attn: Nathan Morlan

Per your request below is the labor and material cost for and new entrance door and demo of existing curtain wall framing and glass

**Included:**

Demo of existing CW to fit new door  
New aluminum door and sidelight  
Painted to match existing  
New egress hardware, threshold and sweeps

**Total.....\$\$12,180,00**

**Excluded:**

Bond cost, final cleaning, pollution insurance and protection of our installed products,

Respectfully submitted,

A handwritten signature in black ink that reads 'Brad Ramberg'. The signature is written in a cursive, flowing style.

Brad Ramberg  
Senior Project Manager  
Cell: 218-380-9669

## Nathan Morlan

---

**From:** Chris Stanley <Chris@andersonglassco.com>  
**Sent:** Tuesday, May 12, 2020 8:50 AM  
**To:** Nathan Morlan  
**Subject:** RE: Library

He did talk to me about it. Just let me know when you want it done.

Chris Stanley  
[www.andersonglassco.com](http://www.andersonglassco.com)  
Office: 218-326-0331  
Mobile: 218-360-5162  
Fax: 218-326-3641



---

**From:** Nathan Morlan [mailto:nmorlan@ci.grand-rapids.mn.us]  
**Sent:** Tuesday, May 12, 2020 8:48 AM  
**To:** Chris Stanley <Chris@andersonglassco.com>  
**Subject:** RE: Library

Thanks. Also did Tom talk to you about removing that glass now? We are looking at a way to temporarily use it as a drive through.

**Nathan Morlan**  
Building Official/Facilities Maintenance Manager  
City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744-2662  
**Office:** 218-326-7651  
**Mobile:** 218-244-4068  
**Fax:** 218-326-7608

---

**From:** Chris Stanley <Chris@andersonglassco.com>  
**Sent:** Tuesday, May 12, 2020 7:31 AM  
**To:** Nathan Morlan <nmorlan@ci.grand-rapids.mn.us>  
**Subject:** RE: Library

Ok.  
I will get pricing.

Chris Stanley  
[www.andersonglassco.com](http://www.andersonglassco.com)

Office: 218-326-0331  
Mobile: 218-360-5162  
Fax: 218-326-3641



---

**From:** Nathan Morlan [<mailto:nmorlan@ci.grand-rapids.mn.us>]  
**Sent:** Tuesday, May 12, 2020 7:26 AM  
**To:** Chris Stanley <[Chris@andersonglassco.com](mailto:Chris@andersonglassco.com)>  
**Subject:** RE: Library

Thanks Chris,  
Will would like to get a quote for the bay window that would extend out as well. He wants to present both options to the board.

Thanks.

**Nathan Morlan**  
Building Official/Facilities Maintenance Manager  
City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744-2662  
**Office:** 218-326-7651  
**Mobile:** 218-244-4068  
**Fax:** 218-326-7608

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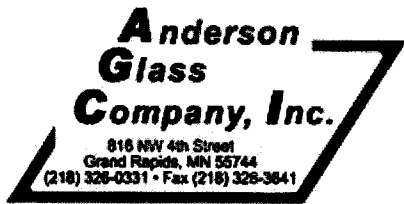
**From:** Chris Stanley <[Chris@andersonglassco.com](mailto:Chris@andersonglassco.com)>  
**Sent:** Monday, May 11, 2020 10:29 AM  
**To:** Nathan Morlan <[nmorlan@ci.grand-rapids.mn.us](mailto:nmorlan@ci.grand-rapids.mn.us)>  
**Subject:** Library

Nate,  
The price for a slider window would be \$3,260.00.

I figured keeping the existing window in place, taking out the lower glass and installing the new sliding window in the frame. The new window is figured as clear anodized. Lead time is 4 weeks.

If you went with a painted frame to match the existing frames, it adds \$1,900.00 and increase the lead time to 6 weeks.

Chris Stanley  
[www.andersonglassco.com](http://www.andersonglassco.com)  
Office: 218-326-0331  
Mobile: 218-360-5162  
Fax: 218-326-3641



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823 Belknap Street • Suite 110  
Superior, WI 54880  
1-888-899-6369  
(715) 394-5588 • Fax: (715) 394-5580

July 29th 2020

To: Grand Rapids Library

Attn: Nathan Morlan

Per your request below is the labor and material cost for and new slider window

**Included:**

We will remove the lower glass in the existing window and inset sliding window, clear anodized.

**Total.....\$4,965.00**

**Added cost for a painted finish.....\$2,325.00**

**Lead times will vary depending on the finish.**

**Excluded:**

Bond cost, final cleaning, pollution insurance and protection of our installed products, all demo is excluded.

Respectfully submitted,

Brad Ramberg  
Senior Project Manager  
Cell: 218-380-9669



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 20-1242      **Version:** 1      **Name:** GRAHA Ice Contract  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 8/4/2020      **In control:** City Council  
**On agenda:** 8/10/2020      **Final action:**  
**Title:** Consider entering into an Ice Rental Agreement with Grand Rapids Amateur Hockey Association.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [GRAHA - IRA Rental Agreement 2020](#)

Date	Ver.	Action By	Action	Result
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Consider entering into an Ice Rental Agreement with Grand Rapids Amateur Hockey Association.

**Background Information:**

The attached contract will formalize a maximum ice bill cap for GRAHA and their responsibility for the supervision of the Warming Shack for Miner's Pavilion.

**Staff Recommendation:**

City Staff recommends entering into an Ice Rental Agreement with Grand Rapids Amateur Hockey Association.

**Requested City Council Action**

Make a motion to enter into an Ice Rental Agreement with Grand Rapids Amateur Hockey Association.

## RENTAL AGREEMENT

This Agreement is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Grand Rapids (“City”), a municipal corporation, and the Grand Rapids Amateur Hockey Association (“GRAHA”), collectively referred to herein as “Parties.”

**WHEREAS**, City is the owner of premises known as the IRA Civic Center located at 1401 NW Third Avenue in the City of Grand Rapids; and

**WHEREAS**, City and GRAHA desire to enter into a rental agreement whereby GRAHA would rent the premises from City for purposes of hockey practices and games; and

**WHEREAS**, the Parties have heretofore operated under informal verbal agreements; and

**WHEREAS**, it is the desire of the parties to formalize their agreement in writing;

**NOW, THEREFORE**, the Parties agree as follows:

1. **History:** GRAHA has previously rented the IRA Civic Center from the years 2013-2019 under the following rental amounts:
  - 2013-14 Ice Season – 1,349 hrs. @ \$184,019 (\$66,078 tournaments), Average of \$136.41/hr.
  - 2014-15 Ice Season – 1,321 hrs. @ \$185,395 (\$63,655 tournaments), Average of \$140.34/hr.
  - 2015-16 Ice Season – 1,345 hrs. @ \$196,356 (\$77,190 Tournaments), Average of \$145.99/hr.
  - 2016-17 Ice Season – 1,356 hrs. @ \$198,999 (\$71,965 tournaments), Average of \$146.75/hr. (Miner’s Pavilion Opened in February 2017. GRAHA’s 4-year average prior to the opening of Miner’s Pavilion was 1,342 hours/season. An informal ‘Governance of the Multi-Use Pavilion’ was developed which stated GRAHA agrees to sustain 1320 hours of indoor ice rental.)
  - 2017-18 Ice Season – 1,301 hrs. @ \$212,402 (\$84,933 tournaments), Average of \$163.26/hr. (During this time an electrical charge error discovered and the Civic Center electricity billing went from \$61,000 in 2016 to \$133,000 in 2017, which explains the 11% hourly ice rental increase.)
  - 2018-19 Ice Season – 1,284 hrs. @ \$209,385 (\$53,273 tournaments), Average of \$163.07/hr. (During this time the ‘Tournament Rate’ was eliminated and City went with a flat rate, giving GRAHA a 0% increase for the 2018-19 ice season.)
  
2. **Rent:** During the hockey season beginning October 1<sup>st</sup> every year and continuing until the following March 1<sup>st</sup>, or upon the completion of the Minnesota Youth State Hockey Tournament, the Parties have agreed to the following rental amounts going forward:

- (a) For the 2020-2021 ice season GRAHA will be billed by City at an hourly rate of \$173/hr. up to a maximum per ice season of \$218,760. Upon reaching the maximum GRAHA will pay nothing further for use of the premises.
- (b) For the 2021-2022 ice season GRAHA will be billed by City at an hourly rate of \$178/hr. (a 3% increase from the prior year) up to the same maximum of \$218,760, with no further rate charged after reaching the maximum.
- (c) For the 2022-2023 ice season GRAHA will be billed by City at an hourly rate of \$183/hr. (a 3% increase from the prior year) up to the same maximum of \$218,760, with no further rate charged upon reaching the maximum.
- (d) Rates charged to GRAHA include all district and regional tournament play. However, state tournaments are not included in this agreement and will be billed separately to GRAHA at the appropriate hourly rate for that term.
- (e) City maintains the right to negotiate the fees described above if unexpected expenses are incurred.

3. **Usage:** GRAHA may use the premises only for the purposes described in this Agreement and shall not sublet or otherwise rent the ice to the public or any other outside group.

4. **Rules:** GRAHA shall comply with all rules adopted by City concerning the use of the IRA Civic Center.

5. **Alcohol Usage:** Alcohol is prohibited in and around the IRA Civic Center.

6. **Extensions:** This Agreement may be extended for additional terms upon the agreement of City and GRAHA. Any such renewed term shall be subject to adjustment of the rent provided for in paragraph 2 of this Agreement.

7. **Responsibilities of GRAHA:**

- a. GRAHA shall be responsible for the supervision and cleaning of the Warming Shack, Mondays through Fridays from 4:00 p.m. to 9:00 p.m. during the outdoor skating season.
- b. Should the Civic Center indoor ice arena be booked, GRAHA shall have priority scheduling in the Miner's Pavilion at no charge.
- c. GRAHA shall not do or permit to be done anything which will invalidate or increase the cost of any fire and extended coverage insurance policy covering the premises and will not allow the premises to be used for any immoral, unlawful or objectionable purpose.

**Responsibilities of City:**

- a. City shall perform all maintenance and make all repairs required to keep the building in good order, condition and repair, unless the need for such maintenance, repair or replacement is caused by the fault or negligence of GRAHA.

8. **Indemnification**: GRAHA agrees to indemnify, defend and hold harmless the City and its officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission by GRAHA. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. The City shall not provide such indemnification to GRAHA, provided, however, that GRAHA shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omission of the City. This section shall survive termination of this Agreement.

9. **Termination**: Either party may terminate this Lease without cause by giving the other party thirty (30) days' written notice.

10. **Designated Representative**: Correspondence and/or other communications regarding this Lease shall be addressed to the following individuals, sent by U.S. Mail, postage prepaid, to:

City: Dale Anderson  
City of Grand Rapids  
420 No. Pokegama Ave  
Grand Rapids, MN 55744

GRAHA:  
Attn: David Kuschel

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11. **General Provisions**:

- a. No promises, agreements, representations, or warranties shall be binding upon either party unless the same is evidenced by a signed writing and made part of this Lease agreement.
- b. This agreement shall be interpreted in accordance with the laws of the State of Minnesota.

**CITY OF GRAND RAPIDS:**

**GRAHA:**

By: \_\_\_\_\_  
Dale Adams, Mayor

\_\_\_\_\_  
David Kuschel

By: \_\_\_\_\_  
Tom Pagel, City Administrator



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	20-1243	<b>Version:</b>	1	<b>Name:</b>	GRAHA Concession Agreement
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	8/4/2020	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	8/10/2020	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Consider entering into a Concessionaire Agreement with Grand Rapids Amateur Hockey Association.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">GRAHA - City Concessionaire Agreement 2020</a>				

Date	Ver.	Action By	Action	Result
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Consider entering into a Concessionaire Agreement with Grand Rapids Amateur Hockey Association.

**Background Information:**

As part of the Civic Center's Improved Business Plan developed by City Administrator, Pagel and I, Council approved farming out the operation of the concession stand. With GRAHA being our largest tenant, we gave them the first opportunity and they have decided to try it for one year. I have attached the Agreement for your review.

**Staff Recommendation:**

City staff recommends entering into a Concessionaire Agreement with Grand Rapids Amateur Hockey Association.

**Requested City Council Action**

Make a motion to enter into a Concessionaire Agreement with Grand Rapids Amateur Hockey Association.

## **CONCESSIONAIRE AGREEMENT**

This Concessionaire Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of **Grand Rapids, Minnesota**, a municipal corporation (“City”) and the **Grand Rapids Amateur Hockey Association** (“GRAHA” or “Concessionaire”).

### **RECITALS**

WHEREAS, City owns property located at 1401 NW Third Avenue in the City of Grand Rapids, known as the IRA Civic Arena, and desires to contract for concessionary services; and

WHEREAS, GRAHA has represented that they are willing and able to provide high quality concession services as contemplated by this Agreement; and

WHEREAS, City and GRAHA wish to enter into this Agreement specifying the terms and conditions under which City will retain GRAHA to provide concession services;

NOW, THEREFORE, City and GRAHA, for good and valuable mutual consideration, and with the intent of being legally bound, agree as follows:

### **ARTICLE 1 – CONCESSION SERVICES**

**1.1 General:** City hereby grants to GRAHA the right to provide concession services as further defined herein, at the IRA Civic Center, for the term of this Concessionaire Agreement. GRAHA commits to provide concession services as required by this Concessionaire Agreement for the term hereof. “Concession services” consists of concession services for GRAHA events and any other ice-related events held at the Civic Center.

**1.2 Services:** Services shall consist of food and beverages prepared and served within the IRA Civic Center. Services shall be provided during any GRAHA or ice-related events. City shall maintain the right to bring in other vendors for non-ice related events. GRAHA will ensure that all concession areas are open and available for patrons during all high school girls’ and boys’ hockey games.

**1.3 Beverage Services:** City currently has a contract with Pepsi-Cola Company to supply beverages and will retain all revenue from the existing contract (a copy of which is attached). City shall have sole control over renegotiating that agreement upon expiration. If the concession/lobby area is ever remodeled in the future to include the use of concession carts, the parties will re-address this issue at that time.

**1.4 Standards:** GRAHA agrees to provide high quality food and beverages and diligent service and management in providing concession services under this Concessionaire Agreement, and to do those things necessary to provide good and proper service similar to that provided for the same goods and services provided under similar circumstances in the community.

**1.5 Licenses, Permits:** GRAHA shall be responsible to obtain and keep in force all licenses and permits necessary to lawfully provide concession services pursuant to this Concessionaire Agreement.

**1.6 Employees:** All persons retained to provide concession services pursuant to this Concessionaire Agreement shall be employees, or volunteers of GRAHA and not of City. GRAHA shall provide City with a copy of a Minnesota workers' compensation policy evidencing coverage for all of GRAHA's employees. GRAHA shall deduct all legally required payroll deductions and remit same according to law.

## **ARTICLE 2 – FEE, BOND**

**2.1 Fee:** There shall be no fee to GRAHA for providing concession services pursuant to this Agreement.

## **ARTICLE 3 – UTILITIES**

**3.1 City:** City shall furnish all utilities for the Civic Center, including water, sewer, garbage pick-up, heat, and natural/LP gas for cooking.

## **ARTICLE 4 – MAINTENANCE, SECURITY**

**4.1 Maintenance:** GRAHA shall be responsible to keep the concession area in a neat and clean condition in accordance with Minnesota Health Department standards



for eating establishments. City shall maintain, repair and replace as necessary during the term of this Agreement, the building exterior, parking lot, all interior fixtures and furniture (with the exception of equipment replaced by GRAHA pursuant to paragraph 9.1), exterior walls, foundation, grounds, sprinkler systems and all utility systems.

**4.2 Security:** During the operating season, GRAHA shall be responsible to secure the premises at the close of each business day by locking all doors and windows. Personal property of GRAHA kept on the premises is kept there at the risk of GRAHA and City shall not be liable for any damages, loss or theft thereof.

## **ARTICLES 5 – INDEMNITY, INSURANCE**

**5.1 Indemnity:** GRAHA agrees well and truly to perform and faithfully observe and comply with all the conditions, regulations and provisions prescribed herein, and to indemnify, save and keep harmless and defend City, its officers, agents and employees of and from any liability, lien, judgment, costs, damages and expenses of whatsoever kind which may in any way be suffered by City or its officers, agents, or employees by reason of or in consequence of the operation of the concession services herein provided for on account of any act or thing done or suffered or omitted to be done under the authority or supposed authority of such grant.

**5.2 Liability Insurance:** GRAHA shall provide general liability insurance for the involved premises. General liability coverage in an amount as set forth in *Minn. Stat. § 466.04, subd. 1*, as may be changed from time to time, setting forth a municipality's maximum liability limit. The insurance policies shall name the City as an additional insured. Copies of said policies shall be deposited with the City Clerk prior to commencement of the term of this Agreement.

## **ARTICLE 6 – TAXES**

**6.1 Sales Tax:** GRAHA shall be exclusively responsible to timely remit sales taxes based on concession services provided by GRAHA pursuant to this Concessionaire Agreement.

## **ARTICLE 7 – TERMS, TERMINATION**

7.1 **Term:** The term of this Agreement shall be from October 1, 2020, through September 30, 2021, and will automatically renew on a yearly basis unless terminated by either party.

7.2 **Termination:** This Agreement shall be terminated in the event of the happening of any one or more of the following:

- (a) Upon 90 days' advance written notice by either party to terminate or not renew.
- (b) At the option of City if GRAHA is adjudicated bankrupt, is in receivership, has made an assignment for the benefit of creditors, or because GRAHA's financial condition is such that GRAHA is unable to continue to satisfactory operation;
- (c) Failure of GRAHA to reasonably perform, keep and observe any of the provisions of this Concessionaire Agreement and the failure of GRAHA to correct any default or breach thereof within a time specified by City.

7.3 **Removal:** Upon expiration or termination of this Agreement, GRAHA shall remove all goods, chattels and fixtures belonging to GRAHA and shall leave the premises in the condition in which they were received. In the event said goods, chattels and fixtures are not removed within 14 days from termination of this Agreement, GRAHA shall be deemed to have abandoned the same to City.

## **ARTICLE 8 – GENERAL**

8.1 **Independent Contractor:** GRAHA is deemed an independent contractor for purposes of this Agreement, and any and all persons employed by GRAHA in the performance of any work or services required or provided for in this Agreement shall not be considered employees of City for any purpose whatsoever, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit and any and all such claims shall be the sole obligation and responsibility of GRAHA.

**8.2 No Subcontract, Assignment:** No portion of this Agreement may be assigned or subcontracted by GRAHA to any other party without prior written consent of City.

**8.3 Governing Law:** This Concessionaire Agreement shall be governed by the laws of the State of Minnesota.

**8.4 Waivers:** The waiver by City or by GRAHA of any breach of any term, covenant or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

**8.5 Notices:** Where referred to in this Concessionaire Agreement, notice to City or GRAHA, respectively shall be addressed as follows:

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

To Concessionaire: GRAHA  
Attn: Dave Kuschel

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## ARTICLE 9 – EQUIPMENT

**9.1 Existing Equipment:** All equipment currently existing and on site as of the commencement of this Concessionaire Agreement is owned by City. Should replacement of any equipment be necessary, it shall be GRAHA’s responsibility to replace said equipment during the term of this Concessionaire Agreement after notifying the City that replacement is necessary. All equipment purchased by GRAHA shall remain the property of GRAHA after termination of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date first written above.

CITY OF GRAND RAPIDS

GRAHA:

BY: \_\_\_\_\_  
Dale Adams, Mayor

\_\_\_\_\_  
Dave Kuschel

BY: \_\_\_\_\_  
Tom Pagel, City Administrator



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 20-1245      **Version:** 1      **Name:** Livebarn Agreement 2020  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 8/5/2020      **In control:** City Council  
**On agenda:** 8/10/2020      **Final action:**  
**Title:** Consider entering into a Venue Agreement with LiveBarn Inc. to provide live streaming of hockey games at the IRA Civic Center.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [LiveBarn Contract 2020](#)

Date	Ver.	Action By	Action	Result
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Consider entering into a Venue Agreement with LiveBarn Inc. to provide live streaming of hockey games at the IRA Civic Center.

**Background Information:**

LiveBarn is a live streaming service that is in approximately 100 ice arenas across Minnesota. Subscribers can watch any hockey game live that is taking place in any arena that is equipped. There is no cost to the City. This service is becoming extremely popular in today's times of social distancing. The Agreement is attached for your review.

**Staff Recommendation:**

City staff recommends entering into a Venue Agreement with LiveBarn Inc. to provide live streaming of hockey games at the IRA Civic Center.

**Requested City Council Action**

Make a motion to enter into a Venue Agreement with LiveBarn Inc. to provide live streaming of hockey games at the IRA Civic Center.

DATE:

BETWEEN: LIVEBARN INC. ("LiveBarn")

and

*City of Grand Rapids*  
("Venue Owner")

WHEREAS LiveBarn Inc. and Venue Owner wish to enter into this Agreement pursuant to which LiveBarn will install at Venue Owner's Ice Rink Sheet described in the attached Schedule "A" (each being an "Ice Rink Sheet") a fully automated sports broadcasting system for the delivery of live and/or on demand video and audio streaming to internet connected devices such as smartphones, computers or tablets (the "Automated Online Broadcast Service");

NOW, THEREFORE, in consideration for the mutual promises set out below, and for other good and valuable consideration acknowledged by the parties, LiveBarn and Venue Owner agree as follows:

### 1 AUTOMATED ONLINE BROADCAST SERVICE

1.1 LiveBarn shall, at its own expense, install and maintain all hardware, software and internet bandwidth required for the operation and maintenance of the Automated Online Broadcast Service in regards to each Ice Rink Sheet. The initial installation will occur within six months from the date of this Agreement (such six month date being herein referred to as the "Latest Install Date"); it will be scheduled with the written approval (including email) of Venue Owner, and concurrently with the installation, LiveBarn will specifically explain to Venue Owner representative onsite exactly where any hardware or other components will be installed. Installation will then only proceed with the consent of Venue Owner which consent will be deemed upon LiveBarn undertaking its installation. The initial installation for each Ice Rink Sheet shall include one (1) computer, one (1) router, one (1) modem, between one (1) and three (3) power converters, and up to two (2) cameras to be placed on the side walls or on the beams or columns extending from the walls. The internet connection and computer shall be located adjacent to the respective Ice Rink Sheet in a secure location with electrical power outlets. The exact selection of camera locations will be made after consideration for optimal broadcast quality and avoidance of any obstruction. Any modification to the installation will only be undertaken with the permission and process with Venue Owner as outlined above. Venue Owner shall assume the cost of electricity for the components installed in connection with this Agreement.

1.2 In addition LiveBarn shall, at its expense and upon Venue Owner's request, install one advertising management box adjacent to a TV screen that is provided by the Venue. The LiveBarn advertising management box will continuously display a combination of LiveBarn highlights and a Live feed, as well as additional

information, including Venue Owner's own unique code described in Subsection 1.5.

1.3 Title to all hardware, software, and wiring shall remain in the name of LiveBarn.

1.4 All content broadcast using the Automated Online Broadcast Service, including the video and audio relating to all sports and recreational activities occurring on each Ice Rink Sheet (collectively, the "Content"), will be made available to LiveBarn's subscribers on a monthly subscription basis, subject to sections 1.7 and 1.8 below. LiveBarn will determine the pricing for its offerings of the Automated Online Broadcast Service. From time to time LiveBarn may provide a free trial at its discretion.

1.5 Revenue generated from the Automated Online Broadcast Service will be the property of LiveBarn; however, LiveBarn will supply Venue Owner with a unique code to enable it to market and solicit new memberships for LiveBarn, for which LiveBarn will pay Venue Owner thirty percent (30%) of the revenues generated from these memberships over the full lifetime of these memberships - until such membership is discontinued. The above code will enable Venue Owner to solicit LiveBarn memberships by providing potential members with the attraction of a 10% discount. This code will track the memberships generated by Venue Owner on a quarterly basis. The above payments to Venue Owner will only apply to LiveBarn memberships originated with the unique code allocated to Venue Owner. LiveBarn will pay Venue Owner its revenue share within 30 days of the end of each calendar quarter together with a corresponding revenue statement, and this revenue share distribution will commence upon Venue Owner achieving an average total of 20 code subscribers per month (from amongst all its codes - 60 total) per Ice Rink sheet, in a calendar quarter. Venue Owner will provide a staff person to communicate with and receive LiveBarn's various local marketing initiatives (including social media) as described below.

1.6 LiveBarn shall be the exclusive owner of all rights in and to the Content, and shall have the exclusive right to broadcast the Content for all purposes and in any manner it determines in its sole discretion, including by providing its broadcast signal to national broadcasters and digital media distributors. Without limiting the foregoing, the Venue Owner acknowledges that online distributions of the Content from each Ice Rink Sheet will be made available to all subscribers of the Automated Online Broadcast Service, subject to sections 1.7 and 1.8 below.

1.7 LiveBarn will provide Venue Owner with an exclusive online administrative password to enable Venue Owner in its discretion to "blackout" any particular dates or time periods from being broadcast on any selected Ice Rink Sheet (the "Blackout Restrictions").

1.8 LiveBarn will also provide Venue Owner with the ability in its discretion to restrict viewer access to any



## **VENUE AGREEMENT**

broadcasts from its Venue to a pre-selected potential audience for privacy purposes.

1.9 During the Term (as defined below), LiveBarn will provide Venue Owner with three (3) complimentary LiveBarn accounts for each Ice Rink Sheet.

1.10 LiveBarn will hold Venue Owner harmless for any injuries to LiveBarn employees and agents in connection with their work.

### **2 TERM AND TERMINATION**

2.1 The term of this Agreement commences on the date hereof and continues until the six year anniversary of the Latest Install Date (the "Term"), and it will automatically renew for successive terms of two (2) years, unless either party notifies the other in writing of its intent to discontinue this Agreement at least ninety (90) days before the expiration of the then current term.

2.2 Notwithstanding the foregoing, but subject to Subsection 3.1 below, either party shall have the right to terminate this Agreement for any reason upon giving (90) days written notice to the other party.

2.3 Upon termination of this Agreement by expiration of the term or for any other cause, LiveBarn shall, at its own cost and expense, remove all hardware, software and wiring from Venue Owner's location.

2.4 Venue Owner shall have the right to terminate this Agreement if LiveBarn materially breaches this Agreement and the material breach is not cured to within forty (40) days after Venue Owner provides written notice which outlines such breach to LiveBarn.

### **3 EXCLUSIVITY**

3.1 In consideration for the investment of time and expense incurred by LiveBarn to fulfill its obligations under this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Venue Owner hereby declares and agrees that for a period of six (6) years from the commencement date of the Term, and notwithstanding the termination of this Agreement by the Venue Owner, for any reason, LiveBarn shall have the absolute exclusivity to broadcast Content from each of the Ice Rink Sheets using an automated (without individuals operating cameras) online broadcasting system. For greater certainty, the said exclusivity shall apply for the six (6) year period even if the Venue Owner elects to terminate this Agreement pursuant to Subsection 2.2 above prior to the expiration of the Term.

3.2 The Venue Owner hereby declares and acknowledges that the foregoing exclusivity, including the term thereof, is reasonable in the circumstances, and that LiveBarn is relying upon such exclusivity in connection with the provision of the Automated Online Broadcast Service and that LiveBarn would not have entered into this

Agreement without such exclusivity. However, the foregoing exclusivity shall not apply should LiveBarn cease operations or to the extent Venue Owner terminates this agreement in accordance with section 2.4.

3.3 Venue Owner acknowledges and agrees that, in the event of a breach or threatened breach by it of the provisions of Subsection 3.1 above, LiveBarn will have no adequate remedy in money or damages and, accordingly, shall be entitled to an injunction in a court of competent jurisdiction against such breach. However, no specification in this Agreement of any specific legal or equitable remedy shall be construed as a waiver or prohibition against any other legal or equitable remedies in the event of a breach of any of the provisions of this Agreement.

### **4 SUPPLY OF AUTOMATED ONLINE BROADCAST SERVICE**

4.1 LiveBarn will use reasonable skill and care to make the Automated Online Broadcast Service available throughout the Term. Notwithstanding the foregoing, LiveBarn shall have no responsibility, liability, or obligation whatsoever to Venue Owner, or any other third party, for any interruptions of the Automated Online Broadcast Service.

4.2 LiveBarn may, without any liability to Venue Owner, suspend the supply of all or part of the Automated Online Broadcast Service upon giving Venue Owner notice. This would occur if the LiveBarn equipment is repeatedly damaged or LiveBarn is unable to obtain a sufficient internet signal to the venue.

4.3 The Venue Owner agrees to notify LiveBarn by email to [venuesupport@livebarn.com](mailto:venuesupport@livebarn.com) as soon as it becomes aware of any interruption or malfunction with the Automated Online Broadcast Service. Venue Owner will not be responsible for damage or malfunction of any equipment and LiveBarn will repair or replace at its cost any malfunctioning components which is required. Any required service visit by LiveBarn will be scheduled with the written approval (including email) of Venue Owner. LiveBarn will specifically explain the repair, replacement or service work to Venue Owner representative onsite and this work will only proceed with the consent of Venue Owner which consent will be deemed upon LiveBarn undertaking its work.

4.4 From time to time there will be on site adjustments requiring assistance from a technically proficient person at the Venue. Venue Owner will be responsible to supply such person when necessary.

### **5 NOTICE TO PUBLIC**

5.1 The Venue Owner agrees to post a notice at the entrance to its venue and inside each Ice Rink Sheet, advising the public that the venue is monitored by video cameras for security, safety and commercial purposes, and participants waive any claim relating to the capture or public transmission of his/her participation while at the venue. LiveBarn will supply and post these notices during



## **VENUE AGREEMENT**

its initial installation and reserves the right to modify the language contained therein from time to time, in its sole discretion, to satisfy its legal obligations.

5.2 In all agreements with parties for usage of the Venue, Venue Owner will include provisions both disclosing the existence of LiveBarn broadcasting at the Venue and requiring such parties to notify all their users of the Venue of this.

### **6 MARKETING**

6.1 Venue Owner agrees to promote LiveBarn through all available avenues discussed in this section, understanding that it is in Venue's best interest financially to market LiveBarn to their customers and patrons. LiveBarn will also provide, at its expense, a minimum of one (1) 2.5 x 6' color printed standing banner, branded with Venue Owner's unique code described in Subsection 1.5, to be displayed within Venue Owner's lobby in a prominent location. Venue Owner understands that failure to comply and make reasonable promotion and marketing efforts will result in lower revenue share payments to Venue Owner.

6.2 Venue Owner will provide a marketing contact person (s) who will be responsible for interacting with LiveBarn and becoming knowledgeable about the various LiveBarn marketing and promotion initiatives. Upon installation of LiveBarn, Venue Owner will make said contact available for a 30 minute video web session, serving as an orientation into all of the best practices for introducing and promoting LiveBarn. This person will subsequently be responsible for implementing promotion and marketing initiatives to Venue's customers and patrons.

6.3 Venue Owner will place a LiveBarn banner or link on their website with a backlink and embedded demo video where possible. Venue Owner will do the same with any organizations, associations, clubs and affiliates that it owns that use their facility.

6.4 Venue Owner will announce the LiveBarn installation as well as embed any demo video on all of their social media networks. Venue Owner will also like and follow LiveBarn on said social media networks as well as share content when tagged, acknowledging that this will only be used when venue is directly involved with any video shared. Venue Owner will do the same with any organizations, associations, clubs, affiliates that it owns that use their facility.

### **7 GENERAL**

7.1 Any amendment to this Agreement must be in writing and signed by both parties.

7.2 Although LiveBarn will remain liable for its obligations hereunder, LiveBarn shall be permitted to use agents and subcontracts to perform its installation, maintenance and repair obligations hereunder.

7.3 The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

7.4 If any part of this Agreement is held to be invalid or unenforceable, that part will be severed and the rest of the Agreement will remain in force. Headings herein are for reference only.

7.5 LiveBarn hereby represents that it maintains \$2,000,000 of General Liability Insurance, \$2,000,000 in Media Coverage Insurance and \$2,000,000 in Cyber Insurance, and that upon execution of this Agreement Venue Owner will become a Certificate Holder, with its name and location included in such insurance policies.

7.6 All notices required under this Agreement must be given in writing and by email to LiveBarn at [venuesupport@livebarn.com](mailto:venuesupport@livebarn.com), [fmiller@livebarn.com](mailto:fmiller@livebarn.com), [ray@livebarn.com](mailto:ray@livebarn.com), [martin@livebarn.com](mailto:martin@livebarn.com) and to Venue Owner at its address listed herein. Either party may change its address from time to time by providing notice of such change to the other party.

7.7 This Agreement describes the entire understanding and agreement of the parties, and supersedes all oral and written agreements or understandings between them related to its subject matter.

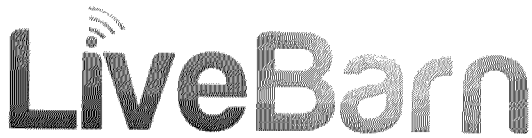
7.8 This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which taken together will be deemed to be one instrument.

7.9 This Agreement is governed by and will be interpreted under the laws of the State of New York. Any disputes shall be heard in the courts of the City of New York.

7.10 Each party shall keep the terms contained herein confidential and neither of its directors, officers, employees, agents or representatives, where applicable, shall disclose the terms contained herein without the express written consent of the other party, unless such disclosure is required by applicable law.

7.11 Venue Owner will not be liable to LiveBarn by reason of inconvenience or annoyance for any damages or lost revenue due to power loss or shortage, mechanical breakdown, structural damage, roof collapse, fire, flood, renovations, improvements, alterations, or closure of the facility by it or any regulatory agency.





**VENUE AGREEMENT**

7.12 LiveBarn consents to Venue Owner promoting in its marketing materials that LiveBarn supplies it with the LiveBarn installed product.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and at the place first above mentioned.

LIVEBARN INC.

Per: \_\_\_\_\_

VENUE OWNER

Per: \_\_\_\_\_

Print Name:

**PLEASE FILL OUT SCHEDULE A**

**Venue Name and Address:**

*IRA Civic Center  
450 N Tokogama Ave  
Grand Rapids MN 55744*

**Primary Contact - Venue General  
Manager or Decision Maker:**

Name: *Dale Anderson*  
Work Number: *218 324 2500*  
Cell Phone: *218 259 4485*  
Email Address: *danderson@ci.grand-rapids.mn.us*

**Name of Each Rink:**

(i.e. Rink #1 or Main Rink)

*Kauppi Rink  
McDonald Rink*

**Secondary Contact or On-Site Manager:**

Name:  
Work Number:  
Cell Phone:  
Email Address:

**Venue Marketing Contact:**

Name:  
Work Number:  
Cell Phone:  
Email Address:



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1248      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 8/5/2020      **In control:** City Council  
**On agenda:** 8/10/2020      **Final action:**  
**Title:** Consider adoption of a resolution authorizing the City of Grand Rapids to make application to and accept funds from the MN Department of Iron Range Resources and Rehabilitation Community Infrastructure Grant Program.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [IRRRB Resolution for Solar Garden project.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider adoption of a resolution authorizing the City of Grand Rapids to make application to and accept funds from the MN Department of Iron Range Resources and Rehabilitation Community Infrastructure Grant Program.

**Background Information:**

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 7<sup>th</sup> 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.

The objective of the GRPUC in asking the City to pursue this \$230,000 IRRR Community Infrastructure grant is to achieve the clean energy and economic benefits of the project and limit any risk of additional rate payer expense.

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.

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.

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 generate lease revenue that will fund Airport operations.

**Requested City Council Action**

Adopt a resolution authorizing the City of Grand Rapids to make application to and accept funds from the MN Department of Iron Range Resources and Rehabilitation Community Infrastructure Grant Program.

**CITY OF GRAND RAPIDS, MINNESOTA  
RESOLUTION NO. ##**

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

**RESOLUTION AUTHORIZING THE CITY OF GRAND RAPIDS TO  
MAKE APPLICATION TO AND ACCEPT FUNDS FROM  
THE MN DEPT. OF IRRR COMMUNITY INFRASTRUCTURE GRANT PROGRAM**

**WHEREAS THE** authorizing authority approves of the attached application for the Grand Rapids Solar Plus Energy Storage Resources Project: and

**WHEREAS THE** authorizing authority hereby agrees to accept funding for the underlying project, if approved by the Minnesota Department of IRRR.

**NOW THEREFORE BE IT RESOLVED** that the authorizing authority of City of Grand Rapids, does hereby adopt this resolution.

Upon vote taken thereon, the following voted:

For:

Against:

Whereupon said Resolution No. \_\_\_\_\_ was declared duly passed and adopted this 10th day of August 2020.

\_\_\_\_\_  
Dale Adams  
Mayor

\_\_\_\_\_  
Tom Pagel  
City Administrator



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1249      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 8/5/2020      **In control:** City Council  
**On agenda:** 8/10/2020      **Final action:**  
**Title:** Consider adoption of a resolution authorizing the City of Grand Rapids to make application to and accept funds from the MN Department of Iron Range Resources and Rehabilitation Development Infrastructure Grant Program.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [IRRRB Resolution for MDI project.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider adoption of a resolution authorizing the City of Grand Rapids to make application to and accept funds from the MN Department of Iron Range Resources and Rehabilitation Development Infrastructure Grant Program.

### **Background Information:**

The Minnesota Diversified Industries (MDI) plant in Grand Rapids is proposing the addition of a new hollow core profile extrusion line, which will allow them to manufacture rigid polypropylene sheets, a material used in their production of collapsible and reusable plastic boxes, trays and containers. The addition of equipment to produce polypropylene sheets will complement their current in house production of polyethylene sheets. The on-site manufacturing of the hollow core polypropylene sheets will replace their importation of this material which will reduce cost and lead time for their products, allowing the company to be much more competitive in this broader market area.

The proposed project cost is \$2.7M. While the majority of the cost is for the extrusion equipment, there are also costs in the project for electrical and air handling upgrades in the manufacturing plant. The City's sponsorship of this \$250,000 request from the MN IRRR Development Infrastructure Grant program, will be combined with other grant sources and owner equity to finance the project.

The proposed project is projected to add a total combined 30 FTE positions over the next five years, between the Grand Rapids and Cohasset MDI facilities.

### **Requested City Council Action**

Adopt a resolution authorizing the City of Grand Rapids to make application to and accept funds from the MN Department of Iron Range Resources and Rehabilitation Development Infrastructure Grant Program.

**CITY OF GRAND RAPIDS, MINNESOTA  
RESOLUTION NO. ##**

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

**RESOLUTION AUTHORIZING THE CITY OF GRAND RAPIDS TO  
MAKE APPLICATION TO AND ACCEPT FUNDS FROM  
THE MN DEPT. OF IRRR DEVELOPMENT INFRASTRUCTURE GRANT PROGRAM**

**WHEREAS THE** authorizing authority approves of the attached application for the Minnesota Diversified Industries (MDI) Project: and

**WHEREAS THE** authorizing authority hereby agrees to accept funding for the underlying project, if approved by the Minnesota Department of IRRR.

**NOW THEREFORE BE IT RESOLVED** that the authorizing authority of City of Grand Rapids, does hereby adopt this resolution.

Upon vote taken thereon, the following voted:

For:

Against:

Whereupon said Resolution No. \_\_\_\_\_ was declared duly passed and adopted this 10th day of August 2020.

\_\_\_\_\_  
Dale Adams  
Mayor

\_\_\_\_\_  
Tom Pagel  
City Administrator



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1251      **Version:** 1      **Name:** Cares Act Grant for Elections  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 8/6/2020      **In control:** City Council  
**On agenda:** 8/10/2020      **Final action:**  
**Title:** Consider approving 2020 Cares Act Grant County-Municipality Agreement and accept grant funds.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [2020 CARES Act County - Municipality Grant Agreement](#)

Date	Ver.	Action By	Action	Result
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Consider approving 2020 Cares Act Grant County-Municipality Agreement and accept grant funds.

**Background Information:**

As part of the County Grant application, municipalities must have Council approval accepting the amount Itasca County is allocating to the City of Grand Rapids. As per the attached agreement, the City of Grand Rapids will receive \$4,431.35 to be used for preparations and necessary events related to the Primary Election held on August 11, 2020 and the General Election held on November 2, 2020. These funds must be expended no later than November 10, 2020, and all unspent funds must be returned to Itasca County by December 15, 2020.

**Staff Recommendation:**

City staff recommends approving agreement with Itasca County and accepting funds.

**Requested City Council Action**

Make a motion approving 2020 Cares Act Grant County-Municipality Agreement and accept grant funds.

**STATE OF MINNESOTA**  
**2020 CARES ACT GRANT COUNTY - MUNICIPALITY AGREEMENT**

This Agreement (hereinafter "Agreement") is made between Itasca County, ("Grantee"), and the City of Grand Rapids, ("Municipality").

**Recitals**

- 1 Under Minnesota Laws 2020, Chapter 77, section 4, Grantee applied for and received funds as requested in the grant application. Grantee entered into a Grant Agreement, which is attached as Exhibit A and incorporated into this Agreement as described in paragraph 1.3 below.
- 2 Grantee represented that it is duly qualified and agreed to perform all services described in that Agreement to the satisfaction of the State and in accordance with all federal and state laws authorizing these expenditures. Pursuant to Minn.Stat. §16B.98, Subd.1, Grantee and Municipality agree to minimize administrative costs as a condition of this grant.
- 3 Federal funds for this agreement are provided pursuant to the Coronavirus Aid, Relief, and Economic Security Act, Public Law 116-136, hereinafter the CARES Act.
4. Grantee is responsible for elections within its county and Municipality operates polling places within its jurisdiction. Both are in need of funds to take the necessary steps to respond to coronavirus, domestically or internationally, for the 2020 election cycle.in a complete manner.
5. Municipality represents that it has insufficient resources to respond in a complete manner without the grant amount provided pursuant to this agreement.

**Agreement**

**1 *Effectiveness of Agreement***

- 1.1 ***Effective date:*** August 10, 2020, or the date all required signatures, have been affixed to the agreement by Grantee and Municipality, whichever is later. No payments will be made to Grantee until this Agreement is fully approved and executed.
- 1.2 ***Expiration date:*** December 31, 2020, or when all funds applied for and provided to Municipality by Grantee have been expended, or returned to Grantee for transmission to the State pursuant to paragraph 4.4 of the Agreement between Grantee and State, whichever occurs first.
- 1.3 ***Application of Terms.*** Municipality agrees to be subject to the obligations applicable to Grantee in the Grant Agreement set forth in Exhibit A in the following paragraphs of that Agreement: paragraphs 1 through 5; 7 through 11; and 13 through 16.

**2 *Municipality's Duties***

Municipality is hereby awarded \$4,431.35 from the funds provided by State to Grantee in the Grant Agreement set forth in Exhibit A, and will expend, no later than November 10, 2020, the funds only for the federal and state purposes, in preparations for and the necessary events connected with the primary election to be held August 11, 2020 and the general election to be held November 3, 2020, at which federal offices are on the ballot, and will return all unspent grant funds to Grantee, as described in the Grant Application submitted by Grantee, which is attached as Exhibit B and incorporated into this Agreement, by December 15, 2020. Grantee shall submit, by November 10, 2020, a financial reporting form to the Grantee in the form Grantee must use to report grant expenditures to the State of Minnesota, stating the amount spent from this grant in calendar year 2020 for authorized expenses or electronic roster systems, a description of each expense or purchase, and how much of the grant award is unexpended and is being returned, if any, and the total of the proportionate match required by Minnesota Laws 2020, Chapter 77, section 4.



**3. Authorized Representative**

Grantee's Authorized Representative is

Name \_\_\_\_\_

Title \_\_\_\_\_

123 NE 4<sup>th</sup> Street

218-327-2847

Email Address \_\_\_\_\_

Municipality's Authorized Representative is

Dale Adams, Mayor

420 N. Pokegama Avenue

218-326-7600

[dadams@ci.grand-rapids.mn.us](mailto:dadams@ci.grand-rapids.mn.us)

Grant payment will be made to:

Federal ID Number: \_\_\_\_\_

If either Authorized Representative changes at any time before the funds provided for in this Agreement are fully expended, parties must notify each other of the change.

**GRANTEE (County)** *Grantee certifies that the appropriate person(s) have executed the Agreement on behalf of Grantee as required by applicable resolutions or ordinances.*

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

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

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

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

**MUNICIPALITY**

Jurisdiction: **City of Grand Rapids**

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

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

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

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

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

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

Distribution: Grantee  
Municipality



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1253      **Version:** 1      **Name:** Streetar Scoreboard Purchase  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 8/6/2020      **In control:** City Council  
**On agenda:** 8/10/2020      **Final action:**  
**Title:** Consider authorizing the purchase of a new scoreboard to be placed at Streetar Field.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Scoreboard Quote 2020](#)

Date	Ver.	Action By	Action	Result
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Consider authorizing the purchase of a new scoreboard to be placed at Streetar Field.

**Background Information:**

Grand Rapids Amateur Baseball Association has secured donations to fund the entire \$25,000 project to purchase and install a new scoreboard at Streetar Field. The existing scoreboard is very old and past its useful life. Staff is asking Council to consider having the City fund the project and be reimbursed by GRABA.

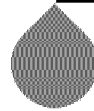
**Staff Recommendation:**

City staff recommends authorizing the purchase of a new scoreboard to be placed at Streetar Field.

**Requested City Council Action**

Make a motion authorizing the purchase of a new scoreboard to be placed at Streetar Field.

# FAIR-PLAY



FILE NAME: Grand Rapids HS BA

## QUOTATION

This quote is valid for 60 days

DATE: 7-10-19  
Revised – 2-15-20

QUOTED TO: Dale Gunderson  
Director of Bands  
Grand Rapids High School  
218-259-2184 cell contact  
[Dgundy89@gmail.com](mailto:Dgundy89@gmail.com)

REF:

### EQUIPMENT

QTY.	DESCRIPTION	NET
1	BA-7126W-2 <ul style="list-style-type: none"><li>White LED Digits</li><li>Includes one MP-80-0213 RF Battery Control and Case</li><li>Includes one Outdoor RF Transceiver – 0000-0032</li></ul>	\$10,620
1	8x48-ETN-1.375L – Set of Electronic Team Names <ul style="list-style-type: none"><li>White LED Characters</li></ul>	\$3,510
1	Arch Truss – 26'L x 3'H <ul style="list-style-type: none"><li>Logo on Truss (non-backlit)</li><li>Artwork Approval – <a href="mailto:dgundy89@gmail.com">dgundy89@gmail.com</a></li></ul>	\$3,150
1	FDO-2624 – ID Sign – 26'L x 2'H (non-backlit) <ul style="list-style-type: none"><li>Artwork Approval – <a href="mailto:dgundy89@gmail.com">dgundy89@gmail.com</a></li></ul>	\$1,050
1	FDO-2636 – Sponsor Sign – 26'L x 3'H (non-backlit) <ul style="list-style-type: none"><li>Up to three sponsors</li><li>Artwork Approval – <a href="mailto:dgundy89@gmail.com">dgundy89@gmail.com</a></li></ul>	\$1,500
TOTAL		

<b>FREIGHT ESTIMATE</b>	DESTINATION - Grand Rapids, MN	\$500
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QUOTE SUBMITTED BY: Dan Weidner

ESTIMATED DELIVERY: 8 weeks

TERMS: PO required

CANCELLATION: ORDERS FOR CUSTOM-DESIGNED EQUIPMENT MAY BE SUBJECT TO CHARGES TO COVER WORK PERFORMED.

NOTES: PRICE DOES NOT INCLUDE ELECTRICAL OR STRUCTURAL INSTALLATION, CONTROL CABLE OR CONTROL CABLE CONDUIT, FREIGHT OR APPLICABLE TAXES, IF ANY.

TO PLACE ORDER: SCAN/E-MAIL PURCHASE ORDER TO [DWEIDNER@FAIR-PLAY.COM](mailto:DWEIDNER@FAIR-PLAY.COM)

FairPlay Corporation  
Operations Office  
2570 106<sup>th</sup> St. Suite D, Urbandale, IA 50322  
515-309-6084



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1255      **Version:** 1      **Name:** Election Judges  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 8/6/2020      **In control:** City Council  
**On agenda:** 8/10/2020      **Final action:**  
**Title:** Consider adopting a resolution appointing additional election judges for the August 11, 2020 Primary Election and November 3, 2020 General Election.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [20- - Additional Election Judges](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution appointing additional election judges for the August 11, 2020 Primary Election and November 3, 2020 General Election.

**Background Information:**

Due to the current Covid-19 pandemic, City staff would like to appoint additional election judges to ensure adequate coverage at each polling place is maintained.

**Staff Recommendation:**

Review and adopt resolution appointing additional election judges.

**Requested City Council Action**

Make a motion adopting a resolution appointing additional election judges for the August 11, 2020 Primary Election and November 3, 2020 General Election.

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 20-

A RESOLUTION APPOINTING ADDITIONAL ELECTION JUDGES FOR THE PRIMARY ELECTION OF AUGUST 11, 2020 AND THE GENERAL ELECTION OF NOVEMBER 3, 2020

WHEREAS, a Primary Election will be held on August 11, 2020 and a General Election will be held on November 3, 2020; and

WHEREAS, polling places must remain open on those days from 7:00 a.m. to 8:00 p.m.; and

WHEREAS, the City must appoint and pay the wages and applicable mileage of election judges to staff the polling places; and

WHEREAS, with the current Covid-19 pandemic, it makes sense for the City to make additional appointments for election judges to maintain a standard level of service for voters.

NOW THEREFORE, BE IT RESOLVED, that the Grand Rapids City Council hereby appoints the following additional election judges for the August 11, 2020 Primary Election and the November 3, 2020 General Election:

Candice Lundin  
Jan Bjorkquist  
Tom Pagel  
Jacqueline Heinrich  
Rick Blake

Kathy Theis  
Sonja Merrild  
Cynthia Lyman  
Michelle Toven

Adopted this 10<sup>th</sup> day of August, 2020

\_\_\_\_\_  
Dale C. Adams, Mayor

Attest:

\_\_\_\_\_  
Kimberly Gibeau, City Clerk

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1256      **Version:** 1      **Name:**

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

**File created:** 8/6/2020      **In control:** City Council

**On agenda:** 8/10/2020      **Final action:**

**Title:** Consider the adoption of a resolution approving collateral assignment and subordination agreement between the City, Pillars of Grand Rapids LLC, and Grand Rapids State Bank.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [DOCSOPEN-#667805-v1-City reso approving Subordination.pdf](#)  
[DOCSOPEN-#667495-v3-](#)

Date	Ver.	Action By	Action	Result
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Consider the adoption of a resolution approving collateral assignment and subordination agreement between the City, Pillars of Grand Rapids LLC, and Grand Rapids State Bank.

**Background Information:**

The City and KTJ338, LLC (KTJ) entered into a Contract for Private Development dated December 16, 2019 regarding the development of The Pillars of Grand Rapids senior housing project. KTJ has assigned its rights and obligations to the Contract to Pillars of Grand Rapids LLC (Developer) pursuant to an Assignment and Assumption of Contract for Private Development between KTJ and the Developer dated August 3, 2020.

In order to receive construction financing for the project, the Developer's lender Grand Rapids State Bank (Lender) requires a collateral assignment of the Contract and TIF Note by the Developer to the Lender and subordination of the City's rights under the Contract, with respect to the development of the housing project.

The Contract anticipates and specifically provides for this type of assignment and subordination. The collateral assignment and subordination agreement before the City Council has been approved by the City's economic development attorney.

**Requested City Council Action**

Make a motion adopting a resolution approving collateral assignment and subordination agreement between the City, Pillars of Grand Rapids LLC, and Grand Rapids State Bank.

**CITY OF GRAND RAPIDS, MINNESOTA**

**RESOLUTION NO.**

**RESOLUTION APPROVING COLLATERAL ASSIGNMENT AND SUBORDINATION AGREEMENT BETWEEN THE CITY, PILLARS OF GRAND RAPIDS LLC, AND GRAND RAPIDS STATE BANK**

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

Section 1. Recitals.

1.01. The City currently administers its Development District No. 1 (the "Project") pursuant to Minnesota Statutes, Sections 469.124 to 469.133 ("Municipal Development Act"), and within the Project has established Tax Increment Financing District No. 1-12 ("TIF District").

1.02. The City and KTJ 338, LLC ("KTJ") entered into a Contract for Private Development dated as of December 16, 2019 (the "Contract"), regarding the development of certain property within the TIF District by means of the construction of a multifamily rental senior housing facility (the "Minimum Improvements"). KTJ has assigned its rights and obligations in the Contract to Pillars of Grand Rapids LLC (the "Developer"), and the Developer has assumed all such rights and obligations, pursuant to an Assignment and Assumption of Contract for Private Development between KTJ and the Developer dated as of August 3, 2020.

1.03. In order to receive construction financing for the Minimum Improvements, the Developer's mortgage lender, Grand Rapids State Bank (the "Lender") requires a collateral assignment of the Contract and TIF Note (when and if issued pursuant to the Contract) by the Developer to the Lender and subordination of the City's rights under the Contract with respect to the Minimum Improvements, as set forth in the Collateral Assignment and Subordination Agreement presented to the City (the "Subordination").

1.04. Section 7.3 of the Contract provides for subordination of the City's rights under the Contract, so long as such subordination contains such reasonable terms and conditions as are mutually agreed by the City and Lender in writing.

1.05. The Council has reviewed the Subordination and finds that the approval and execution of the Subordination are consistent with the provisions of the Contract and are in the best interest of the City and its residents.

Section 2. City Approval; Other Proceedings.

2.01. The Subordination as presented to the Council is hereby in all respects approved, subject to modifications that do not alter the substance of the transaction and

that are approved by the Mayor and City Clerk, provided that execution of the Subordination by such officials shall be conclusive evidence of approval.

2.02. The Mayor and City Clerk are hereby authorized to execute on behalf of the City the Subordination and any other documents requiring execution by the City in order to carry out the transaction described in the Subordination.

2.03. City staff and consultants are authorized to take any actions necessary to carry out the intent of this resolution.

Approved by the City Council of the City of Grand Rapids, Minnesota this 10<sup>th</sup> day of August, 2020.

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Mayor

ATTEST:

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City Clerk



## COLLATERAL ASSIGNMENT AND SUBORDINATION AGREEMENT

THIS COLLATERAL ASSIGNMENT AND SUBORDINATION AGREEMENT (this “**Agreement**”), is made and entered into as of the \_\_\_ day of August, 2020, by and among the CITY OF GRAND RAPIDS, MINNESOTA, a Minnesota municipal corporation (the “**City**”), PILLARS OF GRAND RAPIDS LLC, a Minnesota limited liability company (the “**Developer**”), and GRAND RAPIDS STATE BANK, a Minnesota state banking corporation (the “**Lender**”).

### RECITALS:

A. The City and KTJ 338, LLC, a Minnesota limited liability company (“**KTJ**”) have entered into that certain Contract for Private Development, dated as of December 16, 2019, [and recorded in the Office of the County Recorder in and for Itasca County, Minnesota on \_\_\_\_\_ as Document No. \_\_\_\_\_], as assigned by KTJ to the Developer pursuant to that certain Assignment and Assumption of Contract for Private Development dated as of August 3, 2020, by and between KTJ and the Developer, a true and correct copy of which is attached hereto as Exhibit A (the “**Development Agreement**”).

B. The Development Agreement pertains to the development by the Developer of an approximately 40,000 square foot senior housing facility as described in the Development Agreement (the “**Improvements**”) to be located on certain real property described on Exhibit B attached hereto (the “**Real Property**”).

C. Pursuant to the Development Agreement, Developer has agreed to undertake the Improvements and the City has agreed to issue a Tax Increment Revenue Note (as more fully described in the Development Agreement, the “**TIF Note**”) to provide funds to reimburse the Developer for certain Public Development Costs (as such term is more fully described in the Development Agreement) in an amount not to exceed the sum of \$1,751,833.

D. Pursuant to a Credit Agreement of even date herewith between Lender and Developer (as amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), Lender has agreed to advance up to \$20,445,473 for the account of Developer to pay for certain costs of the Improvements (the “**Loan**”).

E. Pursuant to that certain Real Estate Note of even date herewith payable to the order of Lender in the principal amount of the Loan (as amended, restated, supplemented, or otherwise modified from time to time, the “**Note**”), Developer has agreed to repay to Lender the total amount advanced by Lender evidenced by such Note pursuant to the Credit Agreement, together with interest thereon at the rates stated in the Notes on or before the maturity date stated in the Note.

F. The Loan and the Note will be secured by that certain Mortgage given by the Developer in favor of the Lender (as amended, restated, supplemented, or otherwise modified from time to time, the “**Mortgage**”).

G. The Lender has required as an express condition to the making of the Loan that (a) the Developer assign all of its rights, but not its obligations, under the Development Agreement and the TIF Note; (b) the rights of the City under the Development Agreement be subordinated to the Mortgage; and (c) the City agree to certain other matters, all as more fully set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. The Developer assigns to the Lender, and grants to the Lender a security interest in, all of its right, title and interest in, to and under the Development Agreement and the TIF Note to secure the obligations of the Developer under the Credit Agreement, the Note, the Mortgage and any other documents securing the Note (collectively the “**Loan Documents**”) and all proceeds of the foregoing, in each case whether now or hereafter owned, existing or acquired. Notwithstanding this assignment, the Developer shall remain liable for payment and performance of all of its obligations under the Development Agreement. The assignment contemplated herein expressly includes, without limitation, the right of Lender to receive all payments under the TIF Note.

2. TIF Note. To perfect the Lender’s security interest in the TIF Note, the Developer shall deliver the TIF Note directly to the Lender, and the Developer shall execute and deliver to the Lender an allonge to the TIF Note (in substantially the form as attached hereto as Exhibit C), all to be held pursuant to the terms of this Agreement. The Developer authorizes and directs that in the event that (i) an event of default (however defined) (an “**Event of Default**”) shall have occurred under the Loan Documents, and (ii) Lender shall have given written notice of such Event of Default to City, then upon receipt of such notice, the City shall thereafter make all payments under the TIF Note directly to the Lender (or to such other party as designated in writing by the Lender to the City), to be applied by the Lender to amounts owing under the Note until payment in full of the Note.

3. Developer Representations and Warranties. The Developer represents and warrants to the Lender: (i) that there have been no prior assignments of the Development Agreement or the TIF Note; (ii) that the Development Agreement and the TIF Note are valid and enforceable agreements; and (iii) that neither the Developer, nor to the Developer’s knowledge the City, is in default thereunder and that all covenants, conditions and agreements have been performed as required therein, except those not to be performed until after the date hereof. The Developer agrees that the Developer shall not sell, assign, pledge, mortgage or otherwise transfer or encumber its interest in the Development Agreement or the TIF Note as long as this Agreement is in effect, without the Lender’s prior written consent. Subject to Section 4 below, the Developer hereby irrevocably constitutes and appoints the Lender as its attorney-in-fact to demand, receive and enforce the Developer’s rights with respect to the TIF Note and/or the Development Agreement for and on behalf of and in the name of the Developer or, at the option of the Lender, in the name of the Lender, with the same force and effect as the Developer could do if this Agreement had not been made.

4. Lender’s Rights. This Agreement shall constitute a perfected, absolute and present assignment, provided that the Lender shall have no right under this Agreement to enforce the provisions of the TIF Note or Development Agreement unless and until an Event of Default shall occur. After the occurrence of an Event of Default, Lender may elect to exercise any and all of Developer’s rights and remedies under the Development Agreement and/or the TIF Note.

5. Remedies of Lender. Upon the occurrence of an Event of Default, the Lender may, without affecting any of its rights or remedies against the Developer under any other instrument, document or agreement, exercise its rights under this Agreement as the Developer's attorney-in-fact in any manner permitted by law.

6. Consent. The City acknowledges that the Lender is making the Loan to the Developer and consents to the same. The City acknowledges that the Loan is sufficiently committed and adequate in amount to pay the costs specified in Section 7.1(a) of the Development Agreement and that such Loan is approved in accordance with Section 7.1(b) of the Development Agreement. The City also consents to and approves the collateral assignment of the TIF Note and the Development Agreement by the Developer to the Lender as collateral for the Loan; provided, however, that this consent shall not deprive the City of or otherwise limit any of the City's rights or remedies against the Developer individually under the Development Agreement, and shall not relieve the Developer individually of any of its obligations under the Development Agreement. The City agrees that the acquisition of title to all or any portion of the Real Property by the Lender or its affiliates, successors, or assigns pursuant to any foreclosure, deed in lieu of foreclosure, or similar exercise of Lender's rights under the Mortgage and other the Loan Documents, and the Lender's subsequent transfer to title to a third party shall not require any consent, notice, or approval from the City, and shall not be a "Transfer" as defined in the Development Agreement.

7. No Assumption.

(a) The City acknowledges that the Lender is not a party to the TIF Note or the Development Agreement, and by executing this Agreement does not become a party to the Development Agreement, and specifically does not assume and shall not be bound by any obligations of the Developer to the City under the Development Agreement, and that the Lender shall incur no obligations whatsoever to the City except as expressly provided herein. The City and the Lender further agree that in the event the Lender, a transferee of the Lender, or a purchaser at foreclosure sale acquires title to the Real Property pursuant to foreclosure, or a deed in lieu thereof, the Lender, its transferee or purchaser shall not be bound by the terms and conditions of the Development Agreement.

(b) Notwithstanding clause (a) above, the City covenants with the Lender that the Lender, its successors, assigns, or transferees may elect to perform the obligations of the Developer under the Development Agreement in the Lender's sole discretion. In the event the Lender or its successor, assignee, or transferee does agree to assume the obligations of the Developer to the City under the Development Agreement, the City and agrees to accept performance of the obligations of the Developer by the Lender or its successors, assignee, or transferee in satisfaction of the Developer's obligations under the Development Agreement.

8. Notice to Lender from the City. The City hereby acknowledges and agrees that it has received notice of the identity of the Lender and agrees to provide the Lender with: (i) copies of all notices of any default sent to the Developer pursuant to the terms of the Development Agreement and (ii) the right (but not any requirement) to cure any default by the Developer thereunder within 60 days after receipt of notice of such default by the Lender.

9. Subordination. In accordance with the applicable terms and conditions of the Development Agreement, the City hereby acknowledges and agrees that all of its right, title and interest under the Development Agreement, including, without limitation, the rights of the City with respect to the receipt and application of any insurance or condemnation awards shall be subject and subordinate to the rights of the Lender under the Mortgage and the other Loan Documents in all respects; provided, however, that nothing herein shall be construed as subordinating the requirements contained in the Development Agreement that the Improvements be used in accordance with the provisions of Section 10.3 of the Development Agreement, or as subordinating the income covenants of Section 4.5 of the Development Agreement; provided that this sentence shall not be construed to limit the provisions of Section 7(a) hereof. Notwithstanding anything herein to the contrary, the City shall continue to have the ability to suspend, adjust, or terminate payments on the TIF Note in accordance with its terms if an Event of Default (as defined in the Development Agreement) occurs as provided in Section 9.2 of the Development Agreement.

10. Estoppel. The City represents and warrants to the Lender as follows:

(a) As required under Section 4.2 of the Development Agreement, the City has approved the Construction Plans for the Minimum Improvements (as those terms are defined in the Development Agreement).

(b) As required under Section 3.7 of the Development Agreement, the Developer has paid to the City the Administrative Costs (as that term is defined in the Development Agreement).

(c) The terms and conditions of the Loan Documents, including, but not limited to, the Credit Agreement, are hereby approved by the City. In the event of a conflict between the terms of the Loan Documents and the terms of the Development Agreement, the terms of the Loan Documents shall control.

(d) No default or Event of Default by Developer exists under the terms of the Development Agreement as of the date hereof.

11. Notice to City. The Lender agrees to provide copies of all notices of any default or Event of Default sent to the Developer under the Loan Documents, in accordance with Section 7.2 of the Development Agreement (provided that failure to provide such notice shall not limit or restrict the Lender's rights hereunder). The Lender shall not be bound by the other requirements in Section 7.2 of the Development Agreement.

12. Statutory Exception. Nothing in this Agreement shall alter, remove or affect the Lender's obligations under Minnesota Statutes, § 469.029 to use the Real Property in conformity with Section 10.3 of the Development Agreement, or under Minnesota Statutes, § 469.1761 to comply with the income requirements provided in Section 4.5 of the Development Agreement.

13. Amendments. The City hereby represents and warrants to the Lender for the purpose of inducing the Lender to make advances to the Developer under the Loan Documents that the City will not agree to any amendment or modification to the TIF Note or the Development Agreement, without the Lender's written consent, which consent shall not be unreasonably withheld provided the Developer is not that in default under the Loan Documents.

14. Waiver. This Agreement can be waived, modified, terminated or discharged only explicitly in a writing signed by the parties hereto. A waiver by the Lender shall be effective only in a specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Lender's rights or remedies hereunder. All rights and remedies of the Lender shall be cumulative and shall be exercised singularly or concurrently, at the Lender's option, and any exercise or enforcement of any one such right or remedy shall neither be a condition to, nor bar the, exercise or enforcement of any other.

15. Notice. Any notices and other communications permitted or required by the provisions of this Agreement shall be in writing and shall be deemed to have been properly given or served by depositing the same with the United States Postal Service, or any official successor thereto, designated as registered or certified mail, return receipt requested, bearing adequate postage, or delivery by reputable private carrier and addresses as set forth below:

If to the City. City of Grand Rapids, Minnesota  
420 North Pokegama Avenue  
Grand Rapids, Minnesota 55744  
Attention: City Administrator

If to the Developer: Pillars of Grand Rapids LLC  
400 Water Street, Suite 200  
Excelsior, MN 55331  
Attention: David Scott

If to Lender: Grand Rapids State Bank  
523 NW 1<sup>st</sup> Ave.  
Grand Rapids, MN 55744  
Attn: Jeff Lee

With copy to: Fredrikson & Byron, P.A.  
200 South Sixth Street, Suite 4000  
Minneapolis, MN 55402  
Attention: Levi J. Smith, Esq.

16. Governing Law. This Agreement is made in and shall be construed in accordance with the laws of the State of Minnesota.

17. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart.

18. Successors. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including any person who acquires title to the Real Property through the Lender of a foreclosure of the Mortgage.

19. Severability. The enforceability or invalidity of any provision hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

[signatures to follow]







**LENDER:**

GRAND RAPIDS STATE BANK,  
a Minnesota state banking corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MINNESOTA            )  
  ) ss.  
COUNTY OF ITASCA         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, the \_\_\_\_\_ of GRAND RAPIDS STATE BANK, a Minnesota state banking corporation, on behalf of the Lender.

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

[Seal]

THIS INSTRUMENT WAS  
DRAFTED BY AND WHEN  
RECORDED RETURN TO:

Fredrikson & Byron, P.A.  
Attn: Levi J. Smith, Esq.  
200 South Sixth Street, Suite 4000  
Minneapolis, MN 55402

**EXHIBIT A**  
**DEVELOPMENT AGREEMENT**

**EXHIBIT B**  
**REAL PROPERTY**

**EXHIBIT C**  
**FORM OF ALLONGE**

**ALLONGE**

THIS ALLONGE IS AN ENDORSEMENT TO BE ATTACHED TO AND MADE A PART OF THAT CERTAIN **TAX INCREMENT REVENUE NOTE** (TOGETHER WITH ANY AND ALL ADDENDA, RIDERS, EXHIBITS, SUPPLEMENTS, AMENDMENTS, SCHEDULES AND ATTACHMENTS) IN THE PRINCIPAL AMOUNT OF \$[ ] DATED AS OF [ ], FROM THE **CITY OF GRAND RAPIDS, MINNESOTA**, A MINNESOTA MUNICIPAL CORPORATION IN FAVOR OF **PILLARS OF GRAND RAPIDS LLC**, A DELAWARE LIMITED LIABILITY COMPANY.

PAY TO THE ORDER OF \_\_\_\_\_ WITHOUT RECOURSE, REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. THIS ALLONGE SHALL RUN TO THE SUCCESSORS AND ASSIGNS OF THE PAYEE HEREUNDER.

DATED AS OF: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has executed this Allonge effective as of the date first set forth above.

PILLARS OF GRAND RAPIDS LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Dave Scott  
Its: Vice President



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	20-1260	<b>Version:</b>	1	<b>Name:</b>	Fire Hall Resolution Ordering Project
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	8/6/2020	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	8/10/2020	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Consider a resolution ordering the improvement of and plans and specifications for the New Fire Hall - 2020, City Project 2020/FD-1.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">8-10-2020 Resolution Order Improvement and Plans and Specs for Fire Hall</a>				

Date	Ver.	Action By	Action	Result
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Consider a resolution ordering the improvement of and plans and specifications for the New Fire Hall - 2020, City Project 2020/FD-1.

### **Background Information:**

The City must relocated and build a new fire hall to accommodate the expansion of Itasca County's Correctional Facility. The attached resolution begins the process.

### **Staff Recommendation:**

City staff is recommending the attached resolution.

### **Requested City Council Action**

A motion to approve a resolution ordering the improvement of and plans and specifications for the New Fire Hall - 2020, City Project 2020/FD-1.

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

RESOLUTION NO. 20-\_\_

**A RESOLUTION ORDERING IMPROVEMENT OF  
AND PLANS AND SPECIFICATIONS FOR THE  
NEW FIRE HALL - 2020  
CITY PROJECT 2020/FD-1**

WHEREAS, the new construction of a fire hall and police investigation garage is necessary due to Itasca County's need to expand their correction facility on land currently occupied by the City's fire hall; and

WHEREAS, the construction of a new fire hall located on the south side of 11<sup>th</sup> Street SE, between Pokegama Avenue and 2<sup>nd</sup> Avenue SE, and the expansion of the existing animal control facility located on 4<sup>th</sup> Street SE to accommodate the police investigation garage, is the most cost effective solution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA:

1. Such improvement is hereby ordered as proposed.
2. The Building Official is hereby designated as the City's representative for this improvement and he or his designee shall prepare plans and specifications for the making of such improvement.
3. The City reasonably intends to make expenditures for the New Fire Hall – 2020 Project, City Project 2020/FD-1, and reasonably intends to reimburse itself for such expenditures from the proceeds of debt to be issued by the city in the maximum principal amount of \$4,000,000.
4. The Council shall let the contract for all or part of such improvement, or otherwise as authorized by Minn. Stat. 429.041, subd. 2, no later than August 10, 2021.

Adopted by the Council this 10<sup>th</sup> day of August, 2020.

\_\_\_\_\_  
Dale Adams, Mayor

ATTEST:

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

Council member \_\_\_\_\_ seconded the foregoing resolution and the following voted in favor thereof: \_\_\_\_\_; and the following voted against same: \_\_\_\_\_; whereby the resolution was declared duly passed and adopted.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1261      **Version:** 1      **Name:** Resolution Ordering Advertisement of Fire Hall Ph 1  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 8/6/2020      **In control:** City Council  
**On agenda:** 8/10/2020      **Final action:**  
**Title:** Consider a resolution approving plans and specifications and ordering advertisement for bids on Phase 1 of New Fire Hall - 2020, City Project 2020/FD-1.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [8-10-2020 Resolution Ordering Advertisement Ph 1 Fire Hall](#)

Date	Ver.	Action By	Action	Result
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Consider a resolution approving plans and specifications and ordering advertisement for bids on Phase 1 of New Fire Hall - 2020, City Project 2020/FD-1.

**Background Information:**

In order to meet the lease back deadline for the existing fire hall of June 1, 2021, the City needs to move forward with the construction of a new fire hall. The attached resolution approves and orders the advertisement of Phase 1 which covers a good portion of the civic site work and footings for the building.

**Staff Recommendation:**

City staff recommends approving the attached resolution.

**Requested City Council Action**

A motion approving a resolution approving plans and specifications and ordering advertisement for bids on Phase 1 of New Fire Hall - 2020, City Project 2020/FD-1.

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

RESOLUTION NO. 20-\_\_

**A RESOLUTION TO APPROVE PLANS AND SPECIFICATIONS AND  
ORDER ADVERTISEMENT FOR BIDS FOR  
PHASE 1 OF NEW FIRE HALL - 2020  
CITY PROJECT 2020/FD-1**

WHEREAS, Resolution 20-\_\_, ordered in the project and directed the preparations of plans and specifications for CP 2020/FD-1, New Fire Hall - 2020, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS,  
MINNESOTA:

1. The plans and specifications for Phase 1 of this project, copies of which were presented to the City Council and on file in the Building Officials office, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official paper an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 21 days, shall specify the work to be done, shall state that online bids will be received by the Building Official until 2:00 p.m., on Thursday, September 10, 2020, at which time they will be publicly opened in the Council Chambers of the City Hall by the Building Official, will then be tabulated, and will be considered by the Council at their regular meeting of the Council at 5:00 p.m., Monday, September 14, 2020, in the Council Chambers. Any bidder whose responsibility is questioned during consideration of the bids will be given an opportunity to address the Council on the issue of responsibility. No bids will be considered unless received and accepted via the online electronic bid service and accompanied by a cash deposit, cashier's check, bid bond, or certified check payable to the Clerk for 5 percent (5%) of the amount of such bid.

Adopted by the Council this 10<sup>th</sup> day of August, 2020.

\_\_\_\_\_  
Dale Adams, Mayor

ATTEST:

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

Council member \_\_\_\_\_ seconded the foregoing resolution and the following voted in favor thereof: \_\_\_\_\_; and the following voted against same: \_\_\_\_\_; whereby the resolution was declared duly passed and adopted.





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1263      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 8/7/2020      **In control:** City Council  
**On agenda:** 8/10/2020      **Final action:**  
**Title:** Consider the adoption of a revised resolution authorizing a grant application to the United States Economic Development Administration, under the CARES Act, of up to \$3,041,568 for the Grand Rapids/Cohasset Industrial Park Infrastructure Project and to provide matching funds of up to \$760,240.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [\(REVISED\) Resolution authorizing FED EDA application .pdf](#)

Date	Ver.	Action By	Action	Result
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Consider the adoption of a revised resolution authorizing a grant application to the United States Economic Development Administration, under the CARES Act, of up to \$3,041,568 for the Grand Rapids/Cohasset Industrial Park Infrastructure Project and to provide matching funds of up to \$760,240.

**Background Information:**

On July 13, 2020 the City Council adopted Resolution No. 20-49, which authorized this same application to the U.S. ED. However, a more recent cost estimate for the project, which is higher than the original estimate, requires a revised resolution be adopted. The attached resolution is identical to Resolution No. 20-49, with the exception of the maximum grant amount and the matching funds committed to by the City. The maximum grant request was \$3,000,000 and the match committed by the City was \$750,000 in Resolution 20-49. The resolution being considered revises those numbers to \$3,041,568 and \$760,240, respectively.

**Requested City Council Action**

Adopt a revised resolution authorizing a grant application to the United States Economic Development Administration, under the CARES Act, of up to \$3,041,568 for the Grand Rapids/Cohasset Industrial Park Infrastructure Project and to provide matching funds of up to \$760,240.

Council member \_\_\_\_\_ introduced the following resolution and moved for its adoption  
**RESOLUTION NO. 20-\_\_\_\_\_**

**A REVISED RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE UNITED STATES ECONOMIC DEVELOPMENT ADMINISTRATION, UNDER THE CARES ACT, OF UP TO \$3,041,568 FOR THE GRAND RAPIDS/COHASSET INDUSTRIAL PARK INFRASTRUCTURE PROJECT AND TO PROVIDE MATCHING FUNDS OF UP TO \$760,240.**

WHEREAS, the City of Grand Rapids is eligible to receive Economic Development Administration (EDA) funding per Section 3 of the Public Works and Economic Development Act (42. U.S.C. § 3122) and 13. C.F.R. § 300.3; and

WHEREAS, the coronavirus pandemic has caused economic harm to the City of Grand Rapids and Itasca County; and

WHEREAS, the City of Grand Rapids desires to construct the Grand Rapids/Cohasset Industrial Park Infrastructure Project, a project that extends sanitary sewer and water utilities to the former site of the Ainsworth OSB manufacturing plant to diversify and make the economy more resilient; and

WHEREAS, the redevelopment of the abandoned former Ainsworth industrial site has been an economic development objective of the City of Grand Rapids and Itasca County hindered by a lack of sanitary sewer and water infrastructure.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA that:

1. The Grand Rapids City Council authorizes the City of Grand Rapids to apply for and accept the funding from the US Economic Development Administration under the CARES Act Notice of Funding Opportunity to support the Grand Rapids/Cohasset Industrial Park Infrastructure Project.
2. The City Council names Dale Adams, Mayor as authorized representative for said EDA grant upon award.
3. The City Council confirms that matching funds up to \$760,240 are committed to the project, readily available and unencumbered in any way that would preclude their use consistent with the terms of the investment assistance, derived from the issuance of general obligation capital improvement bonds, the funding genesis of which is non-federal in nature.

Adopted by the Council this 10<sup>th</sup> day of August 2020.

\_\_\_\_\_  
Dale Adams, Mayor

ATTEST:

\_\_\_\_\_  
Kim Gibeau, City Clerk

Council member \_\_\_\_\_ seconded the foregoing resolution and the following voted in favor thereof \_\_\_\_\_ ; and the following voted against same \_\_\_\_\_ ; whereby the resolution was declared duly passed and adopted.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1250      **Version:** 1      **Name:** Bond Issue St Reconst., Series 2020A  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 8/6/2020      **In control:** City Council  
**On agenda:** 8/10/2020      **Final action:**  
**Title:** Consider adopting a resolution providing for the Sale of \$2,375,000 General Obligation Street Reconstruction Bonds, Series 2020A.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Call resolution, Series 2020A](#)  
[PreSaleReport.Grand Rapids.2020A](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution providing for the Sale of \$2,375,000 General Obligation Street Reconstruction Bonds, Series 2020A.

**Background Information:**

The City Council has determined that it is necessary and expedient to issue the City's \$2,375,000 General Obligation Street Reconstruction Bonds, Series 2020A, to finance the street reconstruction project listed below:

\*2014-2 2nd Avenue NE (6th to 9th) & 9th Street (1st to 2nd)

Consider authorizing Ehlers and Associates, Inc. ("Ehlers") to assist in the sale of the bonds, and proposes awarding the sale of the bonds on September 14, 2020 at 5:00 PM. Consider authorizing City Staff to cooperate with Ehlers in preparing the official statement for the Bonds.

**Staff Recommendation:**

Staff recommends adopting a resolution providing for the Sale of \$2,375,000 General Obligation Street Reconstruction Bonds, Series 2020A.

**Requested City Council Action**

Make a motion adopting a resolution providing for the Sale of \$2,375,000 General Obligation Street Reconstruction Bonds, Series 2020A.

Resolution No. \_\_\_\_\_

Councilmember \_\_\_\_\_ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of  
\$2,375,000 General Obligation Street Reconstruction Bonds, Series 2020A**

WHEREAS, the City Council of the City of Grand Rapids, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$2,375,000 General Obligation Street Reconstruction Bonds, Series 2020A (the "Bonds"), to finance the 2020 street reconstruction projects in the City; and

WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grand Rapids, Minnesota, as follows:

1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City for the sale of the Bonds.
2. Meeting; Proposal Opening. The City Council shall meet at 5:00 PM on September 14, 2020, for the purpose of considering proposals for and awarding the sale of the Bonds.
3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by City Council Member \_\_\_\_\_ and, after full discussion thereof and upon a vote being taken thereon, the following City Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 10th day of August 2020.

\_\_\_\_\_  
City Clerk

August 10, 2020  
Pre-Sale Report for

# City of Grand Rapids, Minnesota

\$2,375,000 General Obligation Street  
Reconstruction Bonds, Series 2020A



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**Prepared by:**

Ehlers  
3060 Centre Pointe Drive  
Roseville, MN 55113

**Advisors:**

Rebecca Kurtz, Senior Municipal Advisor  
Todd Hagen, Senior Municipal Advisor  
Nick Anhut, Senior Municipal Advisor

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**BUILDING COMMUNITIES. IT'S WHAT WE DO.**

# EXECUTIVE SUMMARY OF PROPOSED DEBT

**Proposed Issue:**

\$2,375,000 General Obligation Street Reconstruction Bonds, Series 2020A

**Purposes:**

The proposed issue includes financing for the City's 2020 Street Reconstruction Projects. Debt service will be paid from ad valorem property taxes and assessment revenue.

**Authority:**

The Bonds are being issued pursuant to Minnesota Statutes, Chapter:

- 475.58 - Street Reconstruction Authority
- 475 - General Bonding Authority

The Bonds count against the Net Debt Limit of 3% of the estimated market value of taxable property in the City.

The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

**Term/Call Feature:**

The Bonds are being issued for a term of 16 years. Principal on the Bonds will be due on February 1 in the years 2022 through 2036. Interest is payable every six months beginning August 1, 2021.

The Bonds will be subject to prepayment at the discretion of the City on February 1, 2030 or any date thereafter.

**Bank Qualification:**

Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Bonds as "bank qualified" obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.

**Rating:**

The City's most recent bond issues were rated by Standard & Poor's. The current ratings on those bonds are "AA-". The City will request a new rating for the Bonds.

If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City's bond rating in the event that the bond rating of the insurer is higher than that of the City.

**Basis for Recommendation:**

The proposed Bond issue is the most cost-efficient means of achieving the desired financing and is expected to yield the lowest possible interest cost while also preserving future prepayment flexibility. Moreover, the competitive sale approach described below is consistent with the City's historical debt issuance method, as well as best practices published by the Governmental Finance Officers Association.

**Method of Sale/Placement:**

We will solicit competitive bids for the purchase of the Bonds from underwriters and banks.

We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

**Premium Pricing:**

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or "discount") but will pay the remainder of the premium to the City. The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a \$2,000,000 offering may receive bids that result in proceeds of \$2,040,000 to \$2,200,000.

For this issue of Bonds, we have been directed to use the net premium to reduce the size of the issue. The resulting adjustments may slightly change the true interest cost of the issue, either up or down.

The amount of premium can be restricted in the bid specifications. Restrictions on premium may result in fewer bids but may also eliminate large adjustments on the day of sale and unintended impacts with respect to debt service payment. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City's objectives for this financing.

**Review of Existing Debt:**

We have reviewed all outstanding indebtedness for the City and find that there are no significant refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

**Continuing Disclosure:**

Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds and has contracted with Ehlers to prepare and file the reports.

**Arbitrage Monitoring:**

Because the Bonds tax-exempt obligations, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be defined in the Tax Certificate prepared by your Bond Attorney and provided at closing. You have retained Ehlers to assist you in complying with these rules.

**Investment of Bond Proceeds:**

To maximize interest earnings, we recommend using an SEC registered investment advisor to assist with the investment of bond proceeds until they are needed to pay project costs. Ehlers is a registered investment advisor and can assist the City in developing an appropriate investment strategy if needed.

**Other Service Providers:**

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their



role, or if you would like to use a different service provider for any of the listed services please contact us.

**Bond Counsel:** Kennedy & Graven, Chartered

**Paying Agent:** U.S. Bank National Association

**Rating Agency:** Standard & Poor's Global Ratings (S&P)

**Summary:**

The decisions to be made by the City Council are as follows:

- Accept or modify the finance assumptions described in this report
- Adopt the resolution attached to this report.

This presale report summarizes our understanding of the City's objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the City's objectives.

## PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by City Council:	August 10, 2020
Due Diligence Call to review Official Statement:	Week of August 31, 2020
Distribute Official Statement:	Week of August 31, 2020
Conference with Rating Agency:	Week of August 31, 2020
City Council Meeting to Award Sale of the Bonds:	September 14, 2020
Estimated Closing Date:	October 1, 2020

### Attachments

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedule

Resolution Authorizing Ehlers to Proceed with Bond Sale

## EHLERS' CONTACTS

Rebecca Kurtz, Senior Municipal Advisor	(651) 697-8516
Todd Hagen, Senior Municipal Advisor	(651) 697-8508
Nick Anhut, Senior Municipal Advisor	(651) 697-8507
Jen Chapman, Senior Public Finance Analyst	(651) 697-8566
Alicia Gage, Senior Financial Analyst	(651) 697-8551

The Preliminary Official Statement for this financing will be sent to the City Council at their home or email address for review prior to the sale date.

# City of Grand Rapids, Minnesota

\$2,375,000 General Obligation Street Reconstruction Bonds, Series 2020A  
Assumes Current Market BQ AA- Rates plus 20bps

## Sources & Uses

Dated 10/01/2020 | Delivered 10/01/2020

### Sources Of Funds

Par Amount of Bonds	\$2,375,000.00
<b>Total Sources</b>	<b>\$2,375,000.00</b>

### Uses Of Funds

Total Underwriter's Discount (1.200%)	28,500.00
Costs of Issuance	45,000.00
Deposit to Project Construction Fund	2,298,874.00
Rounding Amount	2,626.00
<b>Total Uses</b>	<b>\$2,375,000.00</b>

# City of Grand Rapids, Minnesota

\$2,375,000 General Obligation Street Reconstruction Bonds, Series 2020A

Assumes Current Market BQ AA- Rates plus 20bps

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
10/01/2020	-	-	-	-	-
08/01/2021	-	-	25,381.25	25,381.25	-
02/01/2022	140,000.00	0.600%	15,228.75	155,228.75	180,610.00
08/01/2022	-	-	14,808.75	14,808.75	-
02/01/2023	150,000.00	0.650%	14,808.75	164,808.75	179,617.50
08/01/2023	-	-	14,321.25	14,321.25	-
02/01/2024	150,000.00	0.750%	14,321.25	164,321.25	178,642.50
08/01/2024	-	-	13,758.75	13,758.75	-
02/01/2025	150,000.00	0.850%	13,758.75	163,758.75	177,517.50
08/01/2025	-	-	13,121.25	13,121.25	-
02/01/2026	155,000.00	1.000%	13,121.25	168,121.25	181,242.50
08/01/2026	-	-	12,346.25	12,346.25	-
02/01/2027	155,000.00	1.100%	12,346.25	167,346.25	179,692.50
08/01/2027	-	-	11,493.75	11,493.75	-
02/01/2028	155,000.00	1.200%	11,493.75	166,493.75	177,987.50
08/01/2028	-	-	10,563.75	10,563.75	-
02/01/2029	155,000.00	1.300%	10,563.75	165,563.75	176,127.50
08/01/2029	-	-	9,556.25	9,556.25	-
02/01/2030	160,000.00	1.400%	9,556.25	169,556.25	179,112.50
08/01/2030	-	-	8,436.25	8,436.25	-
02/01/2031	160,000.00	1.500%	8,436.25	168,436.25	176,872.50
08/01/2031	-	-	7,236.25	7,236.25	-
02/01/2032	165,000.00	1.550%	7,236.25	172,236.25	179,472.50
08/01/2032	-	-	5,957.50	5,957.50	-
02/01/2033	165,000.00	1.600%	5,957.50	170,957.50	176,915.00
08/01/2033	-	-	4,637.50	4,637.50	-
02/01/2034	170,000.00	1.700%	4,637.50	174,637.50	179,275.00
08/01/2034	-	-	3,192.50	3,192.50	-
02/01/2035	170,000.00	1.800%	3,192.50	173,192.50	176,385.00
08/01/2035	-	-	1,662.50	1,662.50	-
02/01/2036	175,000.00	1.900%	1,662.50	176,662.50	178,325.00
<b>Total</b>	<b>\$2,375,000.00</b>	<b>-</b>	<b>\$302,795.00</b>	<b>\$2,677,795.00</b>	<b>-</b>

## Yield Statistics

Bond Year Dollars	\$20,361.67
Average Life	8.573 Years
Average Coupon	1.4870836%
Net Interest Cost (NIC)	1.6270525%
True Interest Cost (TIC)	1.6301267%
Bond Yield for Arbitrage Purposes	1.4779760%
All Inclusive Cost (AIC)	1.8755446%

## IRS Form 8038

Net Interest Cost	1.4870836%
Weighted Average Maturity	8.573 Years

# City of Grand Rapids, Minnesota

\$2,375,000 General Obligation Street Reconstruction Bonds, Series 2020A

Assumes Current Market BQ AA- Rates plus 20bps

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% of Total	Assessments	Levy/(Surplus)
02/01/2021	-	-	-	-	-	-	-
02/01/2022	140,000.00	0.600%	40,610.00	180,610.00	189,640.50	18,033.24	171,607.26
02/01/2023	150,000.00	0.650%	29,617.50	179,617.50	188,598.38	17,800.56	170,797.82
02/01/2024	150,000.00	0.750%	28,642.50	178,642.50	187,574.63	17,567.86	170,006.77
02/01/2025	150,000.00	0.850%	27,517.50	177,517.50	186,393.38	17,335.18	169,058.20
02/01/2026	155,000.00	1.000%	26,242.50	181,242.50	190,304.63	17,102.50	173,202.13
02/01/2027	155,000.00	1.100%	24,692.50	179,692.50	188,677.13	16,869.79	171,807.34
02/01/2028	155,000.00	1.200%	22,987.50	177,987.50	186,886.88	16,637.11	170,249.77
02/01/2029	155,000.00	1.300%	21,127.50	176,127.50	184,933.88	16,404.43	168,529.45
02/01/2030	160,000.00	1.400%	19,112.50	179,112.50	188,068.13	16,171.73	171,896.40
02/01/2031	160,000.00	1.500%	16,872.50	176,872.50	185,716.13	15,939.05	169,777.08
02/01/2032	165,000.00	1.550%	14,472.50	179,472.50	188,446.13	15,706.37	172,739.76
02/01/2033	165,000.00	1.600%	11,915.00	176,915.00	185,760.75	15,473.67	170,287.08
02/01/2034	170,000.00	1.700%	9,275.00	179,275.00	188,238.75	15,240.99	172,997.76
02/01/2035	170,000.00	1.800%	6,385.00	176,385.00	185,204.25	15,008.31	170,195.94
02/01/2036	175,000.00	1.900%	3,325.00	178,325.00	187,241.25	14,775.61	172,465.64
<b>Total</b>	<b>\$2,375,000.00</b>	<b>-</b>	<b>\$302,795.00</b>	<b>\$2,677,795.00</b>	<b>\$2,811,684.75</b>	<b>\$246,066.40</b>	<b>\$2,565,618.35</b>

## Significant Dates

Dated	10/01/2020
First Coupon Date	8/01/2021

## Yield Statistics

Bond Year Dollars	\$20,361.67
Average Life	8.573 Years
Average Coupon	1.4870836%
Net Interest Cost (NIC)	1.6270525%
True Interest Cost (TIC)	1.6301267%
Bond Yield for Arbitrage Purposes	1.4779760%
All Inclusive Cost (AIC)	1.8755446%

# City of Grand Rapids, Minnesota

\$218,144 - General Obligation Bonds, Series 2020A

Assessments

Equal Principal - TIC %

## Assessments

Date	Principal	Coupon	Interest	Total P+I
12/31/2021	14,542.94	1.600%	3,490.30	18,033.24
12/31/2022	14,542.94	1.600%	3,257.62	17,800.56
12/31/2023	14,542.94	1.600%	3,024.92	17,567.86
12/31/2024	14,542.94	1.600%	2,792.24	17,335.18
12/31/2025	14,542.94	1.600%	2,559.56	17,102.50
12/31/2026	14,542.93	1.600%	2,326.86	16,869.79
12/31/2027	14,542.93	1.600%	2,094.18	16,637.11
12/31/2028	14,542.93	1.600%	1,861.50	16,404.43
12/31/2029	14,542.93	1.600%	1,628.80	16,171.73
12/31/2030	14,542.93	1.600%	1,396.12	15,939.05
12/31/2031	14,542.93	1.600%	1,163.44	15,706.37
12/31/2032	14,542.93	1.600%	930.74	15,473.67
12/31/2033	14,542.93	1.600%	698.06	15,240.99
12/31/2034	14,542.93	1.600%	465.38	15,008.31
12/31/2035	14,542.93	1.600%	232.68	14,775.61
<b>Total</b>	<b>\$218,144.00</b>	<b>-</b>	<b>\$27,922.40</b>	<b>\$246,066.40</b>

## Significant Dates

Filing Date	1/01/2021
First Payment Date	12/31/2021

Resolution No. \_\_\_\_\_

Councilmember \_\_\_\_\_ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of  
\$2,375,000 General Obligation Street Reconstruction Bonds, Series 2020A**

WHEREAS, the City Council of the City of Grand Rapids, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$2,375,000 General Obligation Street Reconstruction Bonds, Series 2020A (the "Bonds"), to finance the 2020 street reconstruction projects in the City; and

WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grand Rapids, Minnesota, as follows:

1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City for the sale of the Bonds.
2. Meeting; Proposal Opening. The City Council shall meet at 5:00 PM on September 14, 2020, for the purpose of considering proposals for and awarding the sale of the Bonds.
3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by City Council Member \_\_\_\_\_ and, after full discussion thereof and upon a vote being taken thereon, the following City Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 10th day of August 2020.

\_\_\_\_\_  
City Clerk



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1262      **Version:** 1      **Name:** Resolution for HUD to transfer Apartments  
**Type:** Agenda Item      **Status:** Administration Department  
**File created:** 8/6/2020      **In control:** City Council  
**On agenda:** 8/10/2020      **Final action:**  
**Title:** Consider a resolution approving request to transfer HUD Program from Housing and Redevelopment Authority of Grand Rapids, MN to Housing and Redevelopment Authority of Itasca County, MN.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [8-10-2020 Resolution - City Council \(HUD approval\) \(1252175-2x89580\)](#)

Date	Ver.	Action By	Action	Result
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Consider a resolution approving request to transfer HUD Program from Housing and Redevelopment Authority of Grand Rapids, MN to Housing and Redevelopment Authority of Itasca County, MN.

**Background Information:**

The attached resolution is required by HUD before they will consider our application complete for the Public Housing transfer from Grand Rapids HRA to Itasca County HRA. Since HUD has 60 days to review the application it is necessary to approve this resolution as soon as possible so that the transfer can occur prior to the end of this year.

The City Council will still need to take further action to authorize the full transfer of all assets, liabilities, and obligations at a future date.

**Staff Recommendation:**

City staff is recommending the attached resolution.

**Requested City Council Action**

A motion to approve a resolution approving request to transfer HUD Program from Housing and Redevelopment Authority of Grand Rapids, MN to Housing and Redevelopment Authority of Itasca County, MN.



Council Member \_\_\_\_\_ introduced the following resolution, the reading of which was dispensed with by unanimous consent, and moved its adoption:

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

**RESOLUTION NO. 2020 - \_\_\_\_\_**

**RESOLUTION APPROVING REQUEST TO TRANSFER HUD PROGRAM FROM HOUSING AND REDEVELOPMENT AUTHORITY OF GRAND RAPIDS, MINNESOTA TO HOUSING AND REDEVELOPMENT AUTHORITY (HRA) OF ITASCA COUNTY, MINNESOTA**

**WHEREAS**, the Housing and Redevelopment Authority of Grand Rapids, Minnesota (the “Grand Rapids HRA”) and the Housing and Redevelopment Authority (HRA) of Itasca County, Minnesota (the “Itasca County HRA”) have had ongoing discussions and planning regarding transferring the Department of Housing and Urban Development (“HUD”) Public Housing Program of the Grand Rapids HRA to the Itasca County HRA; and

**WHEREAS**, the Grand Rapids HRA Board of Commissioners is committed to administering a HUD Public Housing Program which utilizes program dollars efficiently and effectively in service to the public; and

**WHEREAS**, the Grand Rapids HRA Board of Commissioners has passed a resolution requesting HUD transfer the federally assisted public housing projects identified and known as Project Number MN05700001 (collectively, the “Public Housing Projects”) to the Itasca County HRA for further efficiency purposes; and

**WHEREAS**, the Itasca County HRA Board of Commissioners has passed a resolution requesting the transfer of the Public Housing Projects to the Itasca County HRA upon HUD’s approval.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Grand Rapids, Minnesota that the City of Grand Rapids hereby supports the request to HUD to transfer the Public Housing Projects from the Grand Rapids HRA to the Itasca County HRA; and

**BE IT FURTHER RESOLVED** by the City Council of the City of Grand Rapids, Minnesota that the City of Grand Rapids agrees to: 1) assign the HUD Public Housing Program to the Itasca County HRA; 2) permit the Itasca County HRA to function in its jurisdiction; and 3) complete all transfer actions required by HUD related to the Public Housing Projects.

The motion for the adoption of the foregoing resolution was duly seconded by Council Member \_\_\_\_\_, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said Resolution was declared duly passed and adopted, and was signed by the Mayor and attested to by the City Clerk.

Adopted by the Council of the City this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk