



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail City Council

Monday, July 27, 2020

5:00 PM

City Hall Council Chambers

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

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

CALL OF ROLL

MEETING PROTOCOL POLICY

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

PUBLIC FORUM

COUNCIL REPORTS

APPROVAL OF MINUTES

20-1218 Consider approving Council minutes for June 22, 2020 Regular Meeting, June 29, 2020 Special Meeting and July 13, 2020 Worksession and Regular Meetings.

Attachments: [June 22, 2020 Regular Meeting](#)
[June 29, 2020 Special Meeting](#)
[July 13, 2020 Worksesssion](#)
[July 13, 2020 Regular Meeting](#)

VERIFIED CLAIMS

20-1215 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.

Attachments: [Council Bill List 07/27/2020](#)

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. 20-0982 Consider amending the job description for Accounting Technician/Accounts Payable and appoint Sara Holum to the vacancy.
Attachments: Fin - Accounting Technician - Accounts Payable DRAFT
2. 20-1161 Consider entering into a Memorandum of Understanding Between Mississippi Headwaters Board and City of Grand Rapids.
Attachments: City of Grand Rapids Rec. signage MOU
3. 20-1196 Consider approving Change Order 3 related to CP 2014-2, 2019 Street Improvements Project - 2nd Avenue NE.
Attachments: Change Order 3
4. 20-1197 Consider approving the School Resource Officer Agreement for the 2020 - 2021 school year with School District #318.
Attachments: 2020-2021 school contract
5. 20-1198 Consider a Purchase Agreement, Lease Back Agreement, and Temporary Easement with Itasca County related to the existing Fire Hall.
Attachments: 7-9-2020 GR-County Temporary Easement
7-15-2020 City-County PA draft (2)
7-15-2020 Leaseback Agreement
6. 20-1205 Consider adopting a resolution accepting a donation of \$50.00 in gift cards for SuperOne Foods from Chuck Hildebrandt to the Fire Department.
Attachments: FD Hildebrandt donation
7. 20-1206 Consider adopting a resolution appointing election judges for the 2020 Primary and General elections.
Attachments: 20- - Election Judges
8. 20-1207 Consider approval of the first of two Subordination Agreements with American Bank of the North regarding the Rapids Brewing SCDP Program loan.
Attachments: Sub - 1st - City.pdf
9. 20-1208 Consider approval of the second of two Subordination Agreements with American Bank of the North regarding the Rapids Brewing SCDP Program loan.
Attachments: Sub 2nd - City.pdf
10. 20-1209 Consider approval of a Subordination Agreement with SPEDCO regarding the Rapids Brewing SCDP Program loan.

Attachments: [Mtg Sug Agrmt City of Grand Rapids.pdf](#)

11. [20-1210](#) Consider adopting a resolution proclaiming and declaring a local emergency and extension of declared local emergency.
Attachments: [20- Local Emergency Resolution](#)
12. [20-1214](#) 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.
Attachments: [Oberg Fence](#)
[Keller Fence](#)
13. [20-1216](#) Consider the appointment of Kimberly Jo Forster to the position of Public Works Seasonal Maintenance.
14. [20-1217](#) Consider approving temporary liquor license for Fraternal Order of Eagles.

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.

ENGINEERING\PUBLIC WORKS

- [20-1199](#) Consider adopting a resolution awarding a contract for CP 2015-3, US Highway 2 West Trail.
Attachments: [Recommend ltr](#)
[7-27-20 Resolution Award CP 2015-3](#)

ADJOURNMENT

NEXT REGULAR MEETING IS SCHEDULED FOR AUGUST 10, 2020, AT 5:00 P.M.

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

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

Attest: Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1218 **Version:** 1 **Name:** Council Minutes
Type: Agenda Item **Status:** Approval of Minutes
File created: 7/24/2020 **In control:** City Council
On agenda: 7/27/2020 **Final action:**
Title: Consider approving Council minutes for June 22, 2020 Regular Meeting, June 29, 2020 Special Meeting and July 13, 2020 Worksession and Regular Meetings.
Sponsors:
Indexes:
Code sections:
Attachments: [June 22, 2020 Regular Meeting](#)
[June 29, 2020 Special Meeting](#)
[July 13, 2020 Worksession](#)
[July 13, 2020 Regular Meeting](#)

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

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

Background Information:

Draft minutes of the aforementioned meetings are attached for your review and consideration for adoption.

Staff Recommendation:

Review and approve.

Requested City Council Action

Make a motion approving Council minutes as presented.



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Monday, June 22, 2020

5:00 PM

City Hall Council Chambers

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

CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, June 22, 2020 at 5:02 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

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

Staff present:

Tom Pagel, Chad Sterle, Eric Trast, Barb Baird, Travis Cole, Rob Mattei, Matt Wegwerth, Steve Schaar, 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.

Ryan Miller, 502 Hale Lake Pointe, expressed concern regarding wrong way traffic in his area.

PRESENTATIONS/PROCLAMATIONS

Mayor Adams read a proclamation commemorating Juneteenth.

COUNCIL REPORTS

Councilor Blake discussed concerns with Legislature and advises that there may be another session.

Councilor Connelly notes that the July 4th fireworks have been relocated to Portage Park in Cohasset. The display is set to begin at 10:00 PM. Also noted that GREDA approved two additional loans, bringing the total to 34.

VERIFIED CLAIMS

Consider approving the verified claims for the period June 3, 2020 to June 15, 2020 in the total amount of \$934,490.26.

A motion was made by Councilor Dale Christy, second by Councilor Michelle Toven, 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 establishing a utility variance for sanitary sewer connections along Golf Course Road.
Adopted Resolution 20-39 by consent roll call
2. Consider authorizing the Police Department to apply for a 2020 - 2021 Toward Zero Deaths (TZD) Grant from the Minnesota Department of Public Safety - Office of Traffic Safety.
Approved by consent roll call
3. Consider approving the Public Works purchase of a sidewalk/trail machine from Ray's Sport & Cycle.
Approved by consent roll call
4. Consider approval of an Amended Interlocal Agreement for the Provision of Building Code Enforcement, Permitting and Inspection Services, with the City of LaPrairie.
Approved by consent roll call
5. Consider adopting a resolution waiving contingency, authorizing purchase of an payment for real property subject to a Purchase Agreement dated April 27, 2020 with Voran108 Prop LLC.
Adopted by Resolution 20-40 by consent roll call
6. Consider approving a Grant Amendment Request for an extension of the Small Cities Development Program Grant
Approved by consent roll call
7. Consider appointment of Part-time Hospital Security Officers.
Approved by consent roll call
8. Consider awarding a contract for engineering services pertaining to the Grand Rapids/Cohasset Industrial Redevelopment Sanitary Sewer and Water Extension

Project to SEH Inc. and entering into a contract for Phases 1 and 2.

Approved by consent roll call

- 9. Consider authorizing the Grand Rapids Police Department to sell six (6) forfeited / abandoned handguns and three (3) forfeited long guns to a Federally Licensed Firearms Dealer.

Approved by consent roll call

Approval of the Consent Agenda

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

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

SETTING OF REGULAR AGENDA

A motion was made by Councilor Rick Blake, second by Councilor Dale Christy, to approve the regular agenda as 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

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

Acknowledge Boards and Commissions

Recess at 5:20 PM

Tom Pagel checked out of the meeting at 5:20 PM

5:30 P.M. PUBLIC HEARINGS

Reconvened at 5:30 PM for scheduled public hearing.

- 11. Conduct a Public Hearing to consider the adoption of an Ordinance that would update and amend Section 30-628 of Chapter 30 Land Development Regulations, pertaining to required off-street parking (minimum numbers).

Rob Mattei presented background information, including comparison study done with other communities.

A motion was made by Councilor Rick Blake, second by Councilor Tasha Connelly, to open the Public Hearing. The motion carried by the following vote.

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

Mayor Adams advised that this is the time and place for all those wishing to be heard on the issue presented. Staff stated that all required notices have been made. No correspondence has been received by the Clerk's office.

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

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

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

COMMUNITY DEVELOPMENT

12. Consider the recommendation of the Planning Commission regarding the adoption of an ordinance, amending Section 30-628 of Chapter 30 Land Development Regulations, pertaining to required off-street parking (minimum numbers).

A motion was made by Councilor Tasha Connelly, second by Councilor Dale Christy, to adopted Ordinance 20-06-04, amending Section 30-628 of Chapter 30 of the Grand Rapids Municipal Code. 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 Rick Blake, second by Councilor Michelle Toven, to adjourn the meeting at 5:43 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:

A handwritten signature in cursive script that reads "Lynn DeGrio".

Lynn DeGrio, Director of Human Resources



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Monday, June 29, 2020

4:00 PM

City Hall Council Chambers

CALL TO ORDER: Pursuant to due notice and call thereof a **SPECIAL Meeting** of the Grand Rapids City Council was held on Monday, June 29, 2020 at 4:03 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

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

Staff Present:

Tom Pagel

1. Consider adopting a resolution accepting a \$50,000 grant from the Minnesota Department of Iron Range Resources and Rehabilitation (IRRR) Community Infrastructure program for the Northern Community Radio Tower/Transmitter Project.

Mr. Pagel provided background information on the grant from IRRR for the community radio project.

A motion was made by Councilor Rick Blake, second by Councilor Dale Christy to adopt Resolution 20-41, accepting IRRR grant in the amount of \$50,000. The motion carried by the following vote.

Aye 5 - Councilor Dale Christy
Mayor Dale Adams
Councilor Rick Blake
Councilor Tasha Connelly
Councilor Michelle Toven
2. Consider approving a liquor license for the VFW Post 1720 for the remainder of the year, contingent upon receipt of all required fees and documentation.

A motion was made by Councilor Dale Christy, second by Councilor Tasha Connelly, to approve Club On-sale Liquor for the VFW through December 31, 2020. The motion carried by the following vote.

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

3. Consider approving temporary liquor license for VFW Post 1720 Ponti Peterson Post from July 4, 2020 - July 7, 2020.

A motion was made by Councilor Tasha Connelly, second by Councilor Dale Christy, approving temporary liquor license for the VFW, event scheduled for July 4 - 7, 2020. The motion carried by the following vote.

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

ADJOURNMENT

A motion was made by Councilor Michelle Toven, second by Councilor Tasha Connelly, to adjourn the special meeting and moving into closed session at 4:06 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:


Lynn DeGrio, Director of Human Resources



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council Work Session

Monday, July 13, 2020

4:00 PM

City Hall Conference Room 2A

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 13, 2020 at 4:00 p.m. in City Hall Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

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

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

Staff present:

Tom Pagel, Chad Sterle, Dale Anderson, Barb Baird

Discussion Items

1. Review the IRA Civic Center Business and Marketing Plan 2020
Discussed projected changes to operations at the Civic Center, GRAHA board plan to contract concessions, janitor services, etc.
2. Review 5:00 PM Regular Meeting
Upon review, item #7 from Consent is moved to the Regular agenda as item #27a. No other changes are noted.

ADJOURN

There being no further business, the meeting adjourned at 4:45 PM.

Respectfully submitted:

Lynn DeGrio
Lynn DeGrio, Director of Human Resources



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Monday, July 13, 2020

5:00 PM

City Hall Council Chambers

CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, July 13, 2020 at 5:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

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

Staff present:

Tom Pagel, Chad Sterle, Rob Mattei, Barb Baird, Will Richter, Travis Cole, Erik Scott, Kevin Ott, Micki Norris, Justin Edmundson, Steve Schaar, Tim Dirkes, Doug Hardt

PRESENTATIONS/PROCLAMATIONS

Presentation to Chaplain Doug Hardt - by Police Sergeant Kevin Ott

Sergeant Ott presented commemorative plaque to Chaplain Hardt and thanked him for his dedication and service to the Grand Rapids Police Department and the Community.

MEETING PROTOCOL POLICY

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

None.

COUNCIL REPORTS

Councilor Blake referenced an email received regarding recycling, noting that the City is looking for an alternative site.

VERIFIED CLAIMS

Consider approving the verified claims for the period June 16, 2020 to July 6, 2020 in the total amount of \$1,650,659.44.

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

Christy, 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 accepting a bench donation from Lynn Ramirez in honor of Bernadine Hollom.
Adopted Resolution 20-43 by consent roll call
2. Consider adopting a resolution accepting a donation of \$140.00 in gift cards for Jimmy Johns from Custom Medical Equipment to the Police Department.
Adopted Resolution 20-44, inclusive of donations noted in items #3 and #4, by consent roll call
3. Consider adopting a resolution accepting a donation of \$75.00 in gift cards for Sammy's Pizza from Russ, Deb, Derek and Paige Bruyere to the Police Department.
Included in Resolution 20-44 by consent roll call
4. Consider adopting a resolution accepting a donation of \$250.00 in gift cards for Brewed Awakening from Joe Piskel to the Grand Rapids Police Department.
Included in Resolution 20-44 by consent roll call
5. Consider accepting notice of retirement from Lisa Flaherty, Accounting Technician/Accounts Payable.
Approved by consent roll call
6. Consider approving a Golf Chamber Contract
Approved by consent roll call
8. Consider approval of Amendment 1 to the Small Cities Development Program Grant (CDAP-16-0062-O-FY17)
Approved by consent roll call
9. Consider approving a road use agreement with Enbridge Energy, LP
Approved by consent roll call
10. Consider status change for Nathan Morlan from Part-time to Regular Firefighter.
Approved by consent roll call

11. Consider approving Final Payment for CP 2019-1, Golf Course Road Utility Extension-Great River Acres and Balancing Change Order 5.
Approved by consent roll call
12. Consider authorizing the Grand Rapids Police Department to sell six (6) forfeited / abandoned handguns and three (3) forfeited long guns to Glen's Army Navy who is a Federally Licensed Firearms Dealer.
Approved by consent roll call
13. Consider voiding lost Accounts Payable check #136776, issue a new check, waiving bond requirements for check issued to Willard L Peterson in the amount of \$200.00.
Approved by consent roll call
14. Consider accepting notice of resignation from Jeremy Johnson from the part-time Hospital Security Officer position.
Approved by consent roll call
15. Consider authorizing the mayor to sign a contract with Waste Management for service of city wide garbage and recycling containers.
Approved by consent roll call
16. Consider Golf Course CIP Engine Purchase
Approved by consent roll call
17. Consider adopting a resolution accepting a donation of \$100.00 from Susan J Nelson of Grand Rapids to the Police Department.
Adopted Resolution 20-45 by consent roll call
18. Consider the purchase of a Golf Course Aer-Way Roller.
Approved by consent roll call
19. Consider the purchase of a Golf Course Lely Spreader
Approved by consent roll call
20. Consider adopting changes to the Flexible Spending Account plan administered by Superior USA Corporation.
Approved by consent roll call
21. Consider approving the plans and specifications and ordering the advertisement for bids for CP 2020-5, the Riverside Park Lighting Project
Approved by consent roll call

-
22. Considering adopting a resolution approving LG214 Premises Permit application for Grand Rapids Amateur Hockey Association.
Adopted Resolution 20-46 by consent roll call
23. A reimbursement resolution related to the construction of a new fire hall under CP 2020/FD-1New Fire Hall - 2020.
Adopted Resolution 20-47 by consent roll call
24. Consider approving Change Order 2 related to CP 2014-2, 2019 Street Improvements Project - 2nd Avenue NE.
Approved by consent roll call
25. Adopt a Resolution to Accept a \$1000 Donation to the Fire Department
Adopted Resolution 20-48 by consent roll call
26. Consider authorizing the City Administrator to process layoffs due to budget shortfalls related to COVID-19.
Approved by consent roll call

Approval of the Consent Agenda

A motion was made by Councilor Michelle Toven, second by Councilor Tasha Connelly, to approve the Consent agenda as 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 Dale Christy, second by Councilor Tasha Connelly, to approve the Regular 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

COMMUNITY DEVELOPMENT

27. Consider adopting a resolution authorizing a grant application to the United States Economic Development Administration, under the CARES Act, of up to \$3,000,000 for the Grand Rapids/Cohasset Industrial Park Infrastructure project and to provide matching funds of up to \$750,000.

A motion was made by Councilor Dale Christy, second by Councilor Rick Blake, adopting Resolution 20-49, authorizing grant application and matching funds to US EDA under the Cares Act. The motion carried by the following vote.

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

27a. Consider accepting Grand Rapids EDA Annual Report for the year 2019.

A motion was made by Councilor Michelle Toven, second by Councilor Tasha Connelly, accepting the Annual GREDA report 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

FIRE DEPARTMENT

28. Consider entering into an agreement with ICS for design and construction engineering/architectural/construction management services related to CP 2020/FD-1New Fire Hall - 2020

A motion was made by Councilor Rick Blake, second by Councilor Michelle Toven, approving agreement with ICS 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

29. Consider entering into a Project Labor Agreement (PLA) with the Iron Range Building and Construction Trade Council for the construction of a new fire hall under CP 2020/FD-1New Fire Hall - 2020

A motion was made by Councilor Tasha Connelly, second by Councilor Dale Christy, approving PLA with Iron Range Building and Construction Trade Council 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

30. Consider establishing an eligibility list for Firefighter Trainee and appoint two candidates to the Grand Rapids Fire Department.

A motion was made by Councilor Rick Blake, second by Councilor Michelle Toven, establishing eligibility list for Firefighter Trainee and appointed two candidates to the Fire Department as trainees. The motion carried by the following vote.

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

ADJOURNMENT

There being no further business, the meeting adjourned at 6:30 PM.

Respectfully submitted:


Lynn DeGrio, Director of Human Services



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1215 **Version:** 1 **Name:** VERIFIED CLAIMS
Type: Verified Claims **Status:** Verified Claims
File created: 7/23/2020 **In control:** City Council
On agenda: 7/27/2020 **Final action:**
Title: 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.
Sponsors:
Indexes:
Code sections:
Attachments: [Council Bill List 07/27/2020](#)

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

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.

Requested City Council Action

Make a motion 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.

DATE: 07/22/2020
 TIME: 14:16:03
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 07/27/2020

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
0500050	E3 CONSULTING SERVICES	-110.00
1309335	MINNESOTA REVENUE	110.00
	TOTAL	0.00
CITY WIDE		
0300200	CDW GOVERNMENT INC	27,390.80
0315455	COLE HARDWARE INC	17.99
0421470	DSC COMMUNICATIONS	760.00
1200500	L&M SUPPLY	10.46
1915248	SHI INTERNATIONAL CORP	5,501.53
1920233	STREICHER'S INC	579.99
	TOTAL CITY WIDE	34,260.77
BUILDING MAINTENANCE-CITY HALL		
0221650	BURGGRAF'S ACE HARDWARE	9.99
0315455	COLE HARDWARE INC	46.56
0920060	ITASCA COUNTY TREASURER	165.22
1605665	PERSONNEL DYNAMICS LLC	378.40
1901535	SANDSTROM'S INC	115.47
	TOTAL BUILDING MAINTENANCE-CITY HALL	715.64
COMMUNITY DEVELOPMENT		
0718060	GRAND RAPIDS HERALD REVIEW	80.50
0920060	ITASCA COUNTY TREASURER	95.73
1105530	KENNEDY & GRAVEN	380.00
	TOTAL COMMUNITY DEVELOPMENT	556.23
FINANCE		
0715814	GOVERNMENT FINANCE OFFICERS	190.00
	TOTAL FINANCE	190.00
FIRE		
0103325	ACHESON TIRE INC	200.00
0205725	BETZ EXTINGUISHER COMPANY	29.00
0315455	COLE HARDWARE INC	3.99
0421470	DSC COMMUNICATIONS	295.00

DATE: 07/22/2020
 TIME: 14:16:03
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 07/27/2020

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
FIRE		
0513233	EMERGENCY AUTOMOTIVE TECH INC	7,544.24
0513235	EMERGENCY RESPONSE SOLUTIONS	2,024.00
0920060	ITASCA COUNTY TREASURER	134.32
2015555	TOONSTRA PSYCHOLOGICAL SERVICE	350.00
	TOTAL FIRE	10,580.55
INFORMATION TECHNOLOGY		
0500050	E3 CONSULTING SERVICES	440.00
	TOTAL INFORMATION TECHNOLOGY	440.00
PUBLIC WORKS		
0100027	AAA STRIPING SERVICE CO	10,354.92
0100046	ASV HOLDINGS INC	101.42
0103325	ACHESON TIRE INC	60.00
0121725	AUTOMOTIVE ELECTRIC LLC	233.30
0205090	BEACON ATHLETICS LLC	92.00
0215900	BOYER FORD TRUCKS INC.	210.07
0221650	BURGGRAF'S ACE HARDWARE	154.85
0301685	CARQUEST AUTO PARTS	1,461.67
0315455	COLE HARDWARE INC	240.77
0401420	DAKOTA FLUID POWER, INC	125.99
0401453	DALE'S AUTO BODY	1,115.45
0409125	DIAMOND VOGEL	1,180.00
0518366	ERICKSON'S ITASCA LUMBER INC	440.40
0601690	FASTENAL COMPANY	123.70
0701510	GAMETIME	870.22
0718032	GRAND RAPIDS GREENHOUSE	266.90
0801836	HAWKINSON SAND & GRAVEL	9,089.81
0920040	ITASCA COUNTY FARM SERVICE	97.90
0920060	ITASCA COUNTY TREASURER	1,087.38
1200500	L&M SUPPLY	12.98
1205110	LEASE LANDSCAPING INC	4,079.99
1415030	NAPA SUPPLY OF GRAND RAPIDS	223.22
1900225	SEH	-52.50
1903341	SCHWARTZ REDI-MIX INC	249.00
2015825	MONROE TOWMASTER LLC	71.71
2018560	TROUT ENTERPRISES INC	825.00
2305453	WESCO RECEIVABLES CORP	1,725.00
	TOTAL PUBLIC WORKS	34,441.15

DATE: 07/22/2020
 TIME: 14:16:03
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 07/27/2020

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	100.49
TOTAL FLEET MAINTENANCE		100.49
POLICE		
0301685	CARQUEST AUTO PARTS	133.47
0601346	FAIRVIEW HEALTH SERVICES	674.00
0717990	GRAND AUTO SPA LLC	16.50
0718195	GREAT ENGRAVINGS	49.95
0920060	ITASCA COUNTY TREASURER	3,063.49
1920233	STREICHER'S INC	200.97
2000400	T J TOWING	110.00
TOTAL POLICE		4,248.38
CENTRAL SCHOOL		
0221650	BURGGRAF'S ACE HARDWARE	7.31
0315455	COLE HARDWARE INC	20.45
1520350	OTIS ELEVATOR COMPANY	2,883.96
1605665	PERSONNEL DYNAMICS LLC	236.50
1901535	SANDSTROM'S INC	80.10
TOTAL		3,228.32
AIRPORT		
0221650	BURGGRAF'S ACE HARDWARE	98.12
0315455	COLE HARDWARE INC	67.44
0504825	EDWARDS OIL INC	449.58
0801450	HALI-BRITE INC	533.35
0920060	ITASCA COUNTY TREASURER	194.45
1615427	POKEGAMA LAWN AND SPORT	629.14
TOTAL		1,972.08
CIVIC CENTER		
GENERAL ADMINISTRATION		
0221650	BURGGRAF'S ACE HARDWARE	4.99
0920060	ITASCA COUNTY TREASURER	81.28
1200500	L&M SUPPLY	52.24
TOTAL GENERAL ADMINISTRATION		138.51

DATE: 07/22/2020
 TIME: 14:16:03
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 07/27/2020

VENDOR #	NAME	AMOUNT DUE

CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE	24.48
0315455	COLE HARDWARE INC	149.59
0920060	ITASCA COUNTY TREASURER	257.56
1200500	L&M SUPPLY	41.64
1205110	LEASE LANDSCAPING INC	7,650.00
1900225	SEH	1,125.00
2209421	VIKING ELECTRIC SUPPLY INC	156.72
	TOTAL	9,404.99
DOMESTIC ANIMAL CONTROL FAC		
0920060	ITASCA COUNTY TREASURER	150.57
	TOTAL	150.57
GO RFDG BONDS 2017B		
2100265	U.S. BANK	20,024.75
	TOTAL	20,024.75
GO ST RECON & CIP 2018A		
2100265	U.S. BANK	28,618.75
	TOTAL	28,618.75
GO & ABATEMENT BOND 2019A		
2100265	U.S. BANK	36,249.38
	TOTAL	36,249.38
GO STATE-AID ST BONDS 2007B		
0508450	EHLERS AND ASSOCIATES INC	1,000.00
	TOTAL	1,000.00

DATE: 07/22/2020
 TIME: 14:16:03
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 07/27/2020

VENDOR #	NAME	AMOUNT DUE

GO IMP BONDS 2009C		
0508450	EHLERS AND ASSOCIATES INC	1,000.00
2305447	WELLS FARGO BANK NA	44,503.75
	TOTAL	45,503.75
GO IMP, CIP & REFUNDING 2010A		
0508450	EHLERS AND ASSOCIATES INC	1,000.00
2305447	WELLS FARGO BANK NA	6,256.25
	TOTAL	7,256.25
GO IMP & RFNDING BONDS 2011B		
2305447	WELLS FARGO BANK NA	7,223.75
	TOTAL	7,223.75
GO IMPROVEMENT BONDS 2012A		
2305447	WELLS FARGO BANK NA	17,738.75
	TOTAL	17,738.75
GO IMP REFNDING BONDS-2013A		
2305447	WELLS FARGO BANK NA	1,181.25
	TOTAL	1,181.25
GO IMPRV RECONST BONDS 2013B		
0508450	EHLERS AND ASSOCIATES INC	1,000.00
2100265	U.S. BANK	41,693.75
	TOTAL	42,693.75
GO IMP BONDS 2014A		
2100265	U.S. BANK	21,205.00

DATE: 07/22/2020
 TIME: 14:16:03
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 07/27/2020

VENDOR #	NAME	AMOUNT DUE

GO IMP BONDS 2014A		
	TOTAL	21,205.00
GO IMPRV RECONST BONDS 2016A		
2100265	U.S. BANK	18,280.00
	TOTAL	18,280.00
GO IMPRV RECONST BONDS 2017A		
2100265	U.S. BANK	30,337.50
	TOTAL	30,337.50
1ST AVE CONDO ABATEMENT		
0100000	1ST AVE CONDOMINIUMS LLC	22,704.15
	TOTAL	22,704.15
TIF 1-8 LAKEWOOD APTS		
1201450	LAKEWOOD HEIGHTS	15,947.96
	TOTAL	15,947.96
TIF 1-6 OLD HOSPITAL BONDS		
2100265	U.S. BANK	9,312.75
	TOTAL	9,312.75
TIF 1-7 BLK 37 REDEVELOPMENT		
0718070	GRAND RAPIDS STATE BANK	7,546.46
	TOTAL	7,546.46

DATE: 07/22/2020
 TIME: 14:16:03
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 7

INVOICES DUE ON/BEFORE 07/27/2020

VENDOR #	NAME	AMOUNT DUE

TIF 1-6 OLD HOSP HSING PAYGO		
0717989	GRAND PLAZA HOUSING	12,563.80
	TOTAL	12,563.80
TIF 1-10 RIVER HILLS APT		
1809793	RIVER HILLS OF GR, LLC	28,108.03
	TOTAL	28,108.03
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-POLICE		
0205725	BETZ EXTINGUISHER COMPANY	62.00
0415529	DONDELINGER FORD	2,899.02
1200500	L&M SUPPLY	49.99
	TOTAL CAPITAL OUTLAY-POLICE	3,011.01
2018 INFRAST/CPT MNT IMP BONDS		
CAPITAL MAINT IMPRV PLAN		
0315455	COLE HARDWARE INC	47.38
	TOTAL CAPITAL MAINT IMPRV PLAN	47.38
2019 INFRASTRUCTURE BONDS		
2019-1 GLF COURSE RD UTIL EXT		
1900225	SEH	8,555.93
	TOTAL 2019-1 GLF COURSE RD UTIL EXT	8,555.93
2020 INFRASTRUCTURE BONDS		
2019 STREET IMP PROJECT		
0301705	CASPER CONSTRUCTION INC	307,220.43
1900225	SEH	39,384.00
T001038	NTS	643.00
	TOTAL 2019 STREET IMP PROJECT	347,247.43
2021 INFRASTRUCTURE BONDS		
CP2020/FD-1 NEW FIRE HALL		

DATE: 07/22/2020
 TIME: 14:16:03
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 8

INVOICES DUE ON/BEFORE 07/27/2020

VENDOR #	NAME	AMOUNT DUE

2021	INFRASTRUCTURE BONDS	
	CP2020/FD-1 NEW FIRE HALL	
	0218115 BRAUN INTERTEC CORPORATION	3,417.50
	1900225 SEH	757.50
	2305451 WELLSON GROUP INC	500.00
	TOTAL CP2020/FD-1 NEW FIRE HALL	4,675.00
2015-3	HIGHWAY 2 WEST TRAIL	
	1900225 SEH	9,215.00
	TOTAL 2015-3 HIGHWAY 2 WEST TRAIL	9,215.00
STORM WATER UTILITY		
	0514798 ENVIRONMENTAL EQUIPMENT AND	231.84
	0801836 HAWKINSON SAND & GRAVEL	152.98
	0920060 ITASCA COUNTY TREASURER	126.38
	TOTAL	511.20
	TOTAL UNPAID TO BE ALLOWED IN THE SUM OF:	\$ 847,186.66
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
	0100053 AT&T MOBILITY	3,744.24
	0305530 CENTURYLINK QC	259.00
	0315454 TRAVIS COLE	46.00
	0315543 CONSTELLATION NEWENERGY -GAS	217.45
	0605191 FIDELITY SECURITY LIFE INS CO	67.89
	0615705 THOMAS FOSS	227.70
	0718015 GRAND RAPIDS CITY PAYROLL	265,497.78
	0718070 GRAND RAPIDS STATE BANK	25.00
	0900060 ICTV	17,675.77
	0920036 ITASCA COUNTY ATTORNEY OFFICE	750.00
	0920055 ITASCA COUNTY RECORDER	46.00
	1301146 MARCO TECHNOLOGIES, LLC	697.90
	1301650 SEAN MARTINSON	185.41
	1305046 MEDIACOM LLC	22.05
	1309098 MINNESOTA MN IT SERVICES	439.88
	1309199 MINNESOTA ENERGY RESOURCES	335.62
	1309302 MN DEPT OF PUBLIC SAFETY	14.25
	1309335 MINNESOTA REVENUE	6,504.50
	1309375 MINNESOTA UNEMPLOYMENT COMP FD	9,336.29
	1405850 NEXTERA COMMUNICATIONS LLC	444.80
	1503151 ODC - MOTOR VEHICLE	68.50
	1605450 DAN PELUSO	160.00

DATE: 07/22/2020
 TIME: 14:16:03
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 9

INVOICES DUE ON/BEFORE 07/27/2020

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1609561	PIONEER TELEPHONE	10.30
1621130	P.U.C.	17,785.64
1801899	RAYS SPORT & CYCLE	15,000.00
1903320	STEVEN SCHAAAR/PETTY CASH	1,200.00
2000490	TDS Metrocom	598.33
2114750	UNUM LIFE INSURANCE CO OF AMER	227.96
2209665	VISA	13,072.48
2209705	VISIT GRAND RAPIDS INC	9,458.47
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$		364,119.21
TOTAL ALL DEPARTMENTS		1,211,305.87



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	20-0982	Version:	1	Name:	Consider amending the job description for Accounting Technician/Accounts Payable and appoint Sara Holum to the vacancy.
Type:	Agenda Item	Status:			Consent Agenda
File created:	3/9/2020	In control:			City Council
On agenda:	7/27/2020	Final action:			
Title:	Consider amending the job description for Accounting Technician/Accounts Payable and appoint Sara Holum to the vacancy.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Fin - Accounting Technician - Accounts Payable DRAFT				

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

Consider amending the job description for Accounting Technician/Accounts Payable and appoint Sara Holum to the vacancy.

Background Information:

Lisa Flaherty, Accounting Technician/Accounts Payable has submitted her notice of retirement effective July 31, 2020. Director of Finance Barb Baird has reviewed the job description and has recommended changes to it to reflect the current position. After receiving authorization to post the position internally, we received one letter of interest from Sara Holum.

Sara was hired on March 19, 2001 as the Concessions Manager/Office Assistant at the IRA Civic Center, the position she has held for over 19 years. The position of Accounting Technician/Accounts Payable is a Class 3 position, so Sara's wage will be decreased from \$26.63 per hour to \$25.25 per hour per the Clerical Union contract.

Staff Recommendation:

Director of Finance Barb Baird is recommending changes to the Accounting Technician/Accounts Payable job description and the appointment of Sara Holum to the position effective August 3, 2020.

Requested City Council Action

Make a motion to amend the job description for Accounting Technician/Accounts Payable and appoint Sara Holum to the position effective August 3, 2020.

City of Grand Rapids Job Description

Job Title: Accounting Technician/Accounts Payable
Department: Finance
FLSA Status: Full-time, non-exempt
Approved By:
Approved Date:

Summary: Performs intermediate skilled administrative support work creating, maintaining and verifying accurate and auditable accounting records, performing accounts payable activities, and related work as apparent or assigned. Director of Finance provides moderate supervision.

Essential Duties and Responsibilities: The duties listed 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 from the position if the work is similar, related or a logical assignment to that position. Other duties assigned as necessary.

- Sorts/distributes invoices to proper departments.
- Codes invoices and expense reimbursement reports with correct codes conforming to standard procedures to ensure proper entry into the financial system.
- Prepares purchase orders for Airport, Finance Department, Police Department, Facility Maintenance, Golf Course, Central School along with any other Department requested by supervisor.
- Matches purchase orders with invoices and statements received.
- Monitors employee credit card usage, collects and verifies backup documentation.
- Receives, researches and resolves a variety of routine internal and external inquiries concerning account status or discrepancies, by communicating the resolution via phone, e-mail or fax to appropriate persons.
- Ensures each new vendor has submitted a properly prepared W-9.
- Scans required documents into imaging system.
- Prepares daily bank deposits.
- Reconciles payroll bank account monthly.
- Verifies all sales tax collected each month, prepares the necessary reports and submits electronic payments to the State of MN.
- Distributes monthly expense status reports to department heads.
- Operates cash register as needed.
- Submits software support tickets online to resolve any accounting software issues.
- Prepares and submits annual federal excise gas tax refund.
- Prepares and submits quarterly Airport Maintenance & Operation Credit Application.
- Prepares year-end reports and performs software steps required.
- Processes, reconciles and files year-end 1099s.
- Provides supporting documentation and spreadsheets for audits.

Knowledge, Skills, Abilities and Competencies Required: The requirements listed below are representative of the knowledge, skill, ability and/or competency sets required to complete the essential functions at a satisfactory level.

Communication: Ability to read and comprehend detailed instruction, correspondence and procedural manuals. Ability to actively listen to others for understanding of their needs and situations. Ability to speak and write English clearly. Must have the ability to record names, facts, numbers and information accurately. Ability to effectively answer questions and present information in one-on-one and small group situations to customers and other employees of the organization. Ability to effectively communicate information and procedures to the public.

Analytical Aptitude: Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions and decimals with speed and accuracy. Ability to prepare, examine and analyze accounting records or other financial reports to assess accuracy, completeness, and conformance to reporting and procedural standards. Ability to apply standard accounting and bookkeeping practices to the maintenance of accounting records in an accurate manner. Ability to make informed decisions by properly applying related policies and procedures.

Technical: Knowledge of and ability to operate modern office equipment including, but not limited to, telephone, 10-key calculator, computer, printer, copier. Must have high level of proficiency in the use of personal computer, word processing, spreadsheets and the ability to learn and operate fund accounting software.

Quality of Work: Must be able to produce quality, accurate work as set forth in the essential duties of the position. Must be able to detect and correct errors. Must be able to work independently and utilize work time properly and productively and handle multiple tasks confidently and with minimum error. Must be able to adjust time use and structure to accommodate a changing workload or deadline. Ability to identify opportunities to improve operational efficiency.

Education and/or Experience:

Minimum Requirements:

- Associates degree in accounting, business or closely related field and moderate experience working in accounting, or equivalent combination of education and experience.
- Knowledge and experience of general office procedures

Preferred Requirements:

- Basic knowledge and understanding of General Accepted Accounting Principles.
- Municipal accounting experience.
- Proficient in Microsoft Office products.

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

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel objects, tools, or controls and talk or hear. The employee frequently is required to sit. The employee is occasionally required to stand; walk; reach with hands and arms; and stoop, kneel, crouch, or crawl.

Tasks may involve extended periods of time working on a computer keyboard.

The employee must occasionally lift and/or move up to 25 pounds.

Work Environment: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. The noise level in the work environment is usually low.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	20-1161	Version:	1	Name:	Consider entering into a Memorandum of Understanding Between Mississippi Headwaters Board and City of Grand Rapids.
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	7/1/2020	In control:		In control:	City Council
On agenda:	7/27/2020	Final action:		Final action:	
Title:	Consider entering into a Memorandum of Understanding Between Mississippi Headwaters Board and City of Grand Rapids.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Grand Rapids Rec. signage MOU				

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

Consider entering into a Memorandum of Understanding Between Mississippi Headwaters Board and City of Grand Rapids.

Background Information:

The Mississippi Headwaters Board has received funding to help develop a signage project on the Mississippi River and contributing tributaries. Grand Rapids has been asked to participate in this signage project to help with the recreational and natural protection of the waterway system. The terms of the Memorandum of Understanding are as follows:

A. The MHB agrees:

- * To develop content, graphic design, and fabrication of signage for the project.
- * After signage is installed, replace signage one time as needed for the next 5 years on a share 50% cost basis with Grand Rapids.

B. City of Grand Rapids agrees:

- * Grand Rapids will purchase materials, install signage, and maintain signage after installed for a period of 5 years.
- * Aitkin County will produce GIS maps for the stretch of the Mississippi River signage project.
- * After signage is installed, replace signage one time as needed for the next 5 years on a shared 50% cost basis with MHB.

Funding

Funding, as long as they are available, will be provided by Enbridge to the MHB, and then be distributed to Aitkin County for production time of GIS maps. Enbridge will provide funds via MHB to fund content production, graphic design, and fabrication of signage.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from MHB and Grand Rapids. This MOU shall become effective upon signature by the authorized officials and will remain in effect until modified or terminated by any one of the partners by mutual consent or after a 5 year duration of the MOU.

The above represents the full and entire scope of this Memorandum of Understanding and revokes any and all prior agreements or understandings between the parties hereto. This Memorandum of Understanding can only be altered in

writing signed by all parties hereto.

Staff Recommendation:

City Administrator Tom Pagel is recommending entering into a Memorandum of Understanding between Mississippi Headwaters Board and City of Grand Rapids.

Requested City Council Action

Make a motion to enter into a Memorandum of Understanding Between Mississippi Headwaters Board and City of Grand Rapids.

Memorandum of Understanding

Between

Mississippi Headwaters Board

And

City of Grand Rapids

This Memorandum of Understanding is entered into on this the 27th day of July, 2020 by and between the Mississippi Headwater Board and City of Grand Rapids for the Steamboat to Blackberry landing.

Whereas, the Mississippi Headwaters Board (MHB) was created in 1980 as an alternative to federal control of the Mississippi River, and our mission is to protect the Natural, Recreational, Cultural, Historical, and Scientific values of the Mississippi River, and

Whereas, the Mississippi Headwaters Board has received funding to help develop a signage project on the Mississippi River and contributing tributaries, and

Whereas, Grand Rapids has agreed to participate in this signage project to help with the recreational and natural protection of the waterway system,

NOW THEREFORE, the Mississippi Headwaters Board and Grand Rapids hereby enter into this Memorandum of Understanding as follows:

A. The MHB agrees:

- To develop content, graphic design, and fabrication of signage for the project.
- After signage is installed, replace signage one time as needed for the next 5 years on a shared 50% cost basis with Grand Rapids.

B. City of Grand Rapids agrees:

- Grand Rapids will purchase materials, install signage, and maintain signage after installed for a period of 5 years.
- Aitkin County will produce GIS maps for the stretch of the Mississippi River signage project.
- After signage is installed, replace signage one time as needed for the next 5 years on a shared 50% cost basis with MHB.

Funding

Funds, as long as they are available, will be provided by Enbridge to the MHB, and then be distributed to Aitkin county for production time of GIS maps. Enbridge will provide funds via MHB to fund content production, graphic design, and fabrication of signage.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from MHB and Grand Rapids. This MOU shall become effective upon signature by the authorized officials and will remain in effect until modified or terminated by any one of the partners by mutual consent or after a 5 year duration of the MOU.

The above represents the full and entire scope of this Memorandum of Understanding and revokes any and all prior agreements or understandings between the parties hereto. This Memorandum of Understanding can only be altered in writing signed by all parties hereto.

Mississippi Headwaters Board

Tim Terrill, Executive Director

322 Laurel St., Brainerd, MN 56401

(218) 824-1189

timt@mississippiheadwaters.org

City of Grand Rapids

Tom Pagel, City Administrator

420 N. Pokegama Ave, Grand Rapids, MN 55744

(218) 326-7600



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1196 **Version:** 1 **Name:** CP 2014-2 Approve change order 3
Type: Agenda Item **Status:** Consent Agenda
File created: 7/15/2020 **In control:** City Council
On agenda: 7/27/2020 **Final action:**
Title: Consider approving Change Order 3 related to CP 2014-2, 2019 Street Improvements Project - 2nd Avenue NE.
Sponsors:
Indexes:
Code sections:
Attachments: [Change Order 3](#)

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

Consider approving Change Order 3 related to CP 2014-2, 2019 Street Improvements Project - 2nd Avenue NE.

Background Information:

Change order 3 includes additional paving on 13th Avenue NE. It was determined during construction that this section of roadway needs repair and an 1.5" overlay will be added to the project.

Total net change to the contract for Change Order 3 is \$55,057.15

Staff Recommendation:

City Staff recommends approving Change Order 3 related to CP 2014-2, 2019 Street Improvements Project - 2nd Avenue NE in the amount of \$55,057.15

Requested City Council Action

Make a motion approving Change Order 3 related to CP 2014-2, 2019 Street Improvements Project - 2nd Avenue NE in the amount of \$55,057.15

CHANGE ORDER

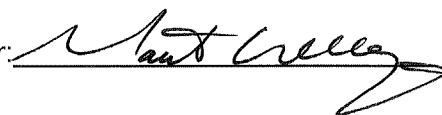
Change Order No. 3


Project Location	Grand Rapids, MN		
Local Agency	The City of Grand Rapids	Local Project No.	GRANR 148660
Contractor	Casper Construction	Contract No.	CP 2014-2
Address/City/State/Zip	PO Box 480 / Grand Rapids / MN / 55744		
Total Change Order Amount \$	\$55,057.15		

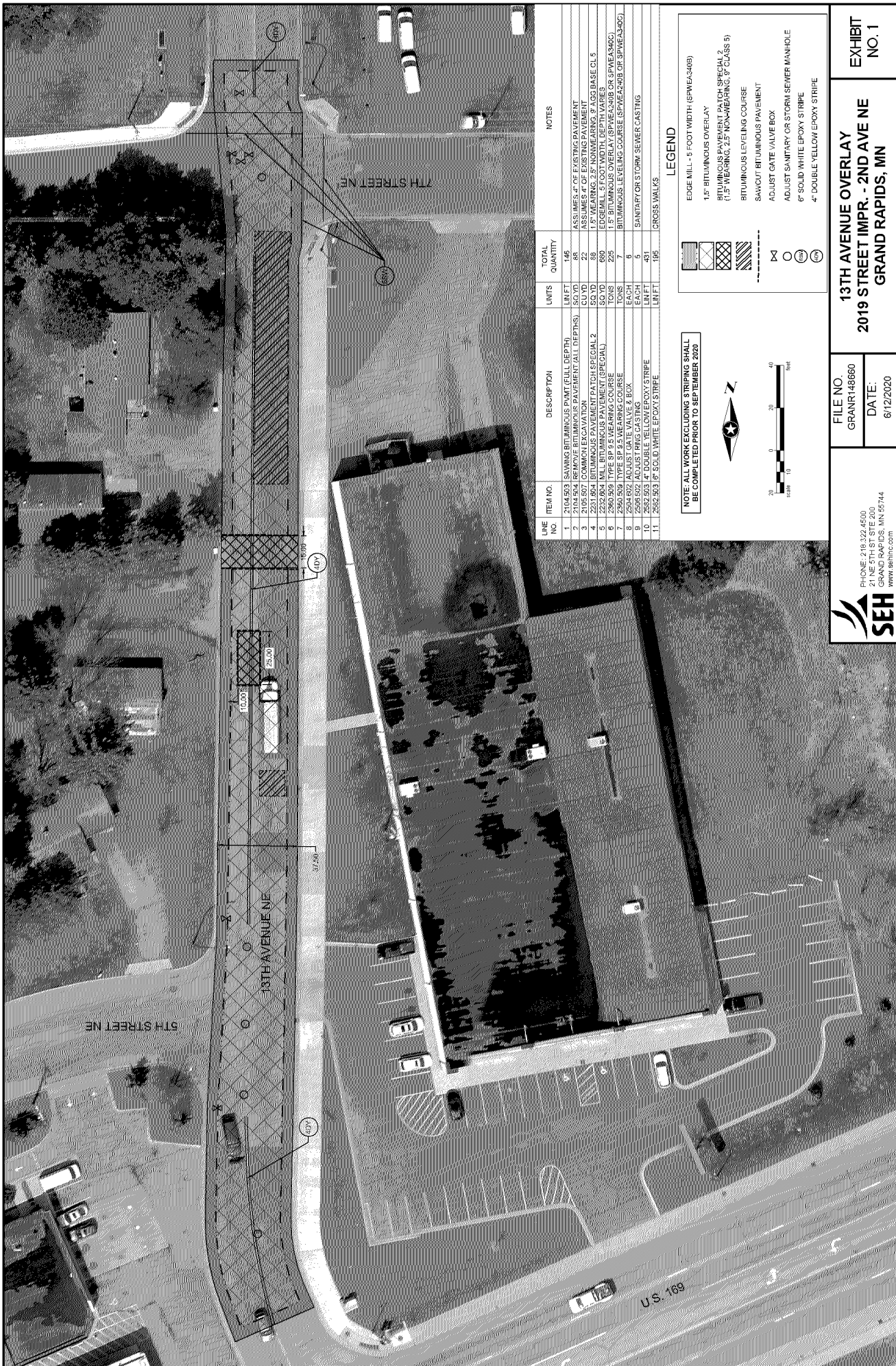
13th Avenue Overlay

Estimate Of Cost: (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 \$
13th Overlay	2104.503	SAWING BITUMINOUS PAVEMENT	L F	\$2.50	146	\$365.00
13th Overlay	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$7.50	88	\$660.00
13th Overlay	2105.507	COMMON EXCAVATION	C Y	\$32.00	22	\$704.00
13th Overlay	2231.604	BITUMINOUS PATCH SPECIAL 2	SY	\$81.25	88	\$7,150.00
13th Overlay	2232.604	MILL BITUMINOUS PAVEMENT (SPECIAL)	S Y	\$10.75	680	\$7,310.00
13th Overlay	2360.509	1.5" BITUMINOUS OVERLAY	TON	\$122.00	225	\$27,450.00
13th Overlay	2331.609	LEVELING COURSE MIXTURE	TON	\$157.50	7	\$1,102.50
13th Overlay	2504.602	ADJUST GATE VALVE & BOX	EACH	\$515.00	6	\$3,090.00
13th Overlay	2506.502	ADJUST RING CASTING	EACH	\$665.00	5	\$3,325.00
13th Overlay	2582.502	6" SOLID LINE WHITE-EPOXY	LIN FT	\$4.20	195	\$819.00
13th Overlay	2582.502	4" DOUBLE SOLID LINE YELLOW-EPOXY	LIN FT	\$7.15	431	\$3,081.65
Net Change this Change Order						\$55,057.15

Due to this change, the contract time: (check one)	
<input type="checkbox"/> Is NOT changed	<input checked="" type="checkbox"/> May be revised as provided in MnDOT Specification 1806
Number of Working Days Affected by this Contract Change: All of 2 nd Avenue Shall be paved by August 7 th .	Number of Calendar Days Affected by this Contract Change: All of 2 nd Avenue Shall be paved by August 7 th .

Approved by Project Engineer:  Date: 7/14/2020
 Print Name: Matt Wegwerth Phone: 218.326.7612

Approved by Contractor:  Date: 7/14/2020
 Print Name: Tom Alverson Phone:



LINE NO.	ITEM NO.	DESCRIPTION	UNITS	TOTAL QUANTITY	NOTES
	1	2104.503 SAWING BITUMINOUS PAINT (FULL DEPTH)	LN.FT	146	
	2	2104.504 REMOVE BITUMINOUS PAVEMENT (ALL DEPTHS)	SO.YD	88	ASSUMES 4" OF EXISTING PAVEMENT
	3	2105.507 COMMON EXCAVATION 4' PATCH SPECIAL 2	CU.YD	22	ASSUMES 4" OF EXISTING PAVEMENT
	4	2242.054 MILL BITUMINOUS PAVEMENT (SPECIAL)	SO.YD	680	EDGEWELL 5' FACT WIDTH LCC BASE CLS
	5	2242.054 MILL BITUMINOUS PAVEMENT (SPECIAL)	SO.YD	680	EDGEWELL 5' FACT WIDTH GETH VABRS
	6	2962.909 TYPE SP 9.5 WEARING COURSE	TONS	225	1.5" BITUMINOUS OVERLAY (SPWEA2408 OR SPWEA340C)
	7	2962.909 TYPE SP 9.5 WEARING COURSE	TONS	7	BITUMINOUS LEVELING COURSE (SPWEA2408 OR SPWEA340C)
	8	2504.802 ADJUST GATE VALVE & BOX	EACH	6	
	9	2504.802 ADJUST GATE VALVE & BOX	EACH	4	
	10	2502.503 4" DOUBLE YELLOW EPOXY STRIPE	LN.FT	431	SANITARY OR STORM SEWER CASTING
	11	2502.503 2" SOLID WHITE EPOXY STRIPE	LN.FT	195	CROSS WALKS

LEGEND

- EDGE MILL - 5 FOOT WIDTH (SPWEA3408)
- 1.5" BITUMINOUS OVERLAY
- BITUMINOUS PAVEMENT PATCH SPECIAL 2 (1.5" WEARING, 2.5" NONWEARING, 9" CLASS 9)
- BITUMINOUS LEVELING COURSE
- SAWCUT BITUMINOUS PAVEMENT
- ADJUST GATE VALVE BOX
- ADJUST SANITARY OR STORM SEWER MANHOLE
- 6" SOLID WHITE EPOXY STRIPE
- 4" DOUBLE YELLOW EPOXY STRIPE

NOTE: ALL WORK EXCLUDING STRIPING SHALL BE COMPLETED PRIOR TO SEPTEMBER 2020

**13TH AVENUE OVERLAY
2019 STREET IMPR. - 2ND AVENUE NE
GRAND RAPIDS, MN**

FILE NO. GRANR148660
DATE: 6/12/2020

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

SEH

EXHIBIT NO. 1



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1197 **Version:** 1 **Name:** Consider approving the School Resource Officer Agreement for the 2020 - 2021 school year with School District #318.

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

File created: 7/15/2020 **In control:** City Council

On agenda: 7/27/2020 **Final action:**

Title: Consider approving the School Resource Officer Agreement for the 2020 - 2021 school year with School District #318.

Sponsors:

Indexes:

Code sections:

Attachments: [2020-2021 school contract](#)

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

Consider approving the School Resource Officer Agreement for the 2020 - 2021 school year with School District #318.

Background Information:

Since 1999, the City of Grand Rapids and School District 318 have had an annual agreement for a School Resource Officer at the Grand Rapids Senior High School. In 2006, the district requested an additional School Resource Officer for the Robert J. Elkington Middle School. The police department will be providing Officer Greg Lease and Officer Michelle Norris to the school district for the Liaison positions. The fees for the 2020 - 2021 school year is \$139,348.20 for the two School Resource Officer positions. Attached for your review is the 2020 - 2021 School Resource Officer Agreement.

Staff Recommendation:

Please consider the Mayor and City Administrator sign the attached School Resource Officer Agreement for the 2020 - 2021 school year with School District #318.

Requested City Council Action

Make a motion authorizing the Mayor and City Administrator to sign the School Resource Officer Agreement for the 2020 - 2021 school year with School District #318.

**SCHOOL RESOURCE OFFICER
AGREEMENT
For the School Year 2020 - 2021**

This AGREEMENT is made pursuant to Minnesota Statutes section 471.59, by and between the City of Grand Rapids ("City") and Independent School District 318 ("School District").

1. PURPOSE

The City and School District wish to participate in a School Resource Officer Program. The purpose of this agreement is to set forth the terms and conditions to create, fund and implement the position of Police School Resource Officer.

2. SERVICES

The City shall provide the services of two full-time Minnesota P.O.S.T Board licensed peace officers, and related support services and supplies, to assist the School District in establishing and maintaining a School Resource Officer Program for the School District. The officers will have primary responsibility in serving as a resource to faculty, classroom members and school administrators in the prevention and diversion of juvenile problem behavior. The City agrees to provide vehicle, fuel, maintenance and other equipment deemed necessary by the Chief of Police. The School District agrees to provide adequate office space that will allow for cellular connectivity to the countywide law enforcement records system and a telephone at the site of majority assignment.

While present at schools/facilities outside their law enforcement jurisdiction, i.e. Outside Grand Rapids, and not responding to a mutual aid request from another law enforcement agency, if confronted with a criminal or delinquency matter, School Resource Officers will take necessary steps, in accordance with State law and department policy, to contain the situation and turn the matter over to the law enforcement agency having jurisdiction.

Primary responsibility for the resolution of any incident shall remain with the law enforcement agency having jurisdiction unless otherwise requested by that agency. In accordance with the Itasca County Mutual Aid Agreement, School Resource Officers may assist other law enforcement agencies having jurisdiction at any time they are requested to do so. School Resource officers will not conduct routine patrol outside their jurisdiction in relation to the School Resource Officer program without a request from the law enforcement agency having jurisdiction.

3. TERM

This Agreement shall commence on the first day of the teacher workshop in September 2020 and shall end on the last staff day in June 2021. This Agreement may be renewed on an annual basis, as agreed by both parties.

Either party may terminate this agreement for cause on 90 days written notice to the other party. If this agreement is terminated by the School District, the City shall receive from the School District the funds allocated for the program based on services provided through the date of termination.

If School is conducted through distance-learning at any point during the 2020/2021 school year, due to COVID-19, ISD 318 payment shall be reduced by fifty percent (50%) during the distance-learning period.

4. PAYMENT

The School District shall pay to the City \$139,348.20 pursuant to Minnesota Statutes Section 126C.44 to partially reimburse the City for the costs incurred by the City for salary, benefits and transportation costs of the Police School Resource Officers in the School District's senior high, middle and secondary schools.

One-half of the sum owing under this contract shall be payable upon the execution of this Agreement. The remaining half of the sum owing under this contract should be payable on the last staff day of June 2021.

5. GENERAL PROVISIONS

The Police School Resource Officers are City employees and shall not be considered employees of the School District for any purpose, including but not limited to salaries, wages, other compensations or fringe benefits, worker's compensation, unemployment compensation, P.E.R.A, Social Security, liability insurance, keeping of personnel records, termination of employment or other contract rights. The officers will report to and be directed by the Chief of Police. Resolution of unforeseen problems arising in this program shall be negotiated by representatives of the School District and the Chief of Police.

6. SCHEDULING

The Chief of Police shall determine the duty hours of the School Resource Officer on school days with input by the School District. The duty hours of the School Resource Officer on school days are flexible and will be primarily coordinated with the school day, and/or activities, but will be consistent with the City's labor contract with the Police Union. During non-school periods, the Chief of Police will determine the officer's duties and schedule.

7. HOLD HARMLESS AND INDEMNIFICATION

The City of Grand Rapids agrees to and shall defend, indemnify and hold harmless the School District, its officials, officers, agents and employees from and against any and all claims, losses, damages, judgements or liabilities of whatever nature, including any portion thereof, arising from or related to the indemnifying party's acts, omissions or performance under this agreement. It is the intent of the parties that each party be responsible for its own actions occurring under this agreement.

Dated: 7/13/20

GRAND RAPIDS SCHOOL DISTRICT #318

Karen Lundin
Business Manager

Dated: _____

CITY OF GRAND RAPIDS

Mayor

City Administrator



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1198 **Version:** 1 **Name:** County Fire Hall Agreements
Type: Agenda Item **Status:** Consent Agenda
File created: 7/16/2020 **In control:** City Council
On agenda: 7/27/2020 **Final action:**
Title: Consider a Purchase Agreement, Lease Back Agreement, and Temporary Easement with Itasca County related to the existing Fire Hall.

Sponsors:

Indexes:

Code sections:

Attachments: [7-9-2020 GR-County Temporary Easement](#)
[7-15-2020 City-County PA draft \(2\)](#)
[7-15-2020 Leaseback Agreement](#)

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

Consider a Purchase Agreement, Lease Back Agreement, and Temporary Easement with Itasca County related to the existing Fire Hall.

Background Information:

Itasca County needs to acquire the City's existing fire hall in order to build a new correctional facility on the west side of the existing courthouse. The attached documents would complete their request.

Staff Recommendation:

City staff is recommending a Purchase Agreement, Lease Back Agreement, and Temporary Easement with Itasca County related to the existing Fire Hall.

Requested City Council Action

A motion to approve a Purchase Agreement, Lease Back Agreement, and Temporary Easement with Itasca County related to the existing Fire Hall.

TEMPORARY EASEMENT

THIS INDENTURE made and entered into this ___ day of _____, 2020 by and between the City of Grand Rapids, a Minnesota municipal corporation (“City”), as Grantor and Itasca County, a governmental corporation (“County”), as Grantee.

WITNESSETH that City is the owner of the following property in the City of Grand Rapids, Itasca County, Minnesota:

The West 25 feet of Lots 1-3, Block 29, of Grand Rapids First Addition, Itasca County, Minnesota.

County desires to obtain the right to a temporary easement over the property for purposes of removing the existing fire hall building and constructing a bituminous, curb & guttered parking lot.

NOW THEREFORE, City, in consideration of good and valuable consideration, to it in hand paid by said County, receipt of which is hereby acknowledged, and other good and valuable consideration, hereby grants to County, its successors and assigns, a temporary easement for the purpose of removing the existing fire hall building and constructing a bituminous, curb & guttered parking lot, over the property described above.

This temporary easement remains in full force and effect until the final occupancy permit is issued to Itasca County for the occupancy of the new correctional facility, at which time this easement will terminate.

IN WITNESS WHEREOF, said Grantor has hereunto set its hands and seals the date and year first above written.

CITY OF GRAND RAPIDS

By: _____
Dale Adams, Mayor

PURCHASE AGREEMENT

This Purchase Agreement is dated _____, 2020 (“Effective Date”), by and between the City of Grand Rapids, a Minnesota municipal corporation (“Seller”), located at 420 No. Pokegama Avenue, Grand Rapids, Minnesota, and Itasca County, a governmental corporation located at 123 NE Fourth Street, Grand Rapids, Minnesota.

1. **Sale Price.** Seller agrees to sell to Buyer, for the sum of **\$2,350,000.00** and other valuable consideration, the following property:

Lots 1-7, Block 29, Grand Rapids First Division (Parcel 91-415-2910), specifically excluding the West 25 feet of Lots 1-3, Block 29, of Grand Rapids First Addition which shall be retained by the seller.

Said purchase price does not include any improvements, fixtures and appurtenances on the property, as it is Buyer’s intention to raze the property subsequent to purchase. Seller shall be allowed to remove any construction items, as well as, personal property from the existing structure, including but not limited to doors, boilers, HVAC equipment, fire suppression equipment, etc.

2. **Earnest Money.** Within three (3) days of the Effective Date, the Buyer shall deposit Five Thousand and no/100 dollars (\$5,000.00) with the Seller as consideration for Seller entering into this Purchase Agreement (“Earnest Money”). The Earnest Money shall be non-refundable except as specifically provided below. The Earnest Money shall be applied to the Sale Price on the Closing Date.
3. **Personal Property.** There is no personal property to be transferred to Buyer as part of this transaction.
4. **Deed/Title.** Subject to performance by Buyer, Seller hereby agrees to execute and deliver to Buyer a Warranty Deed conveying marketable title to the Property subject only to the following exceptions:
 - (1) Building and zoning laws, ordinance, state and federal regulations;
 - (2) Restrictions relating to use or improvement of the Property without effective forfeiture provision;
 - (3) Reservation of any minerals or mineral rights to the State of Minnesota;
 - (4) Utility and drainage easements which do not interfere with present improvements;
and
 - (5) Covenants, conditions, restrictions and easements of record, if any.
5. **Real Estate Taxes/Assessments.** As Buyer and Seller are both governmental authorities there are no taxes or special assessments levied against the property and will be no proration of taxes or special assessments at Closing.

6. **Expenses.** Except as stated below, all expenses related to the use, maintenance and occupancy of the Property prior to the closing shall be paid by Seller. It shall be assumed the Buyer will own the Property for the entire date of the closing.
7. **Examination of Title.** Seller shall, at Seller's cost, within a reasonable time after acceptance of this Agreement, furnish an Abstract of Title or a Registered Property Abstract, certified to date to include proper searches covering bankruptcies, state and federal judgments, liens and levied and pending special assessments or a title commitment for an ALTA 2006 Owner's Policy of Title Insurance, in the amount of the Sale Price, insuring Buyer's title to the Property. Seller shall use Seller's reasonable efforts to provide fee simple marketable title subject only to the exceptions identified in Paragraph 4 above by the Closing Date. If Seller has not provided marketable title by the Closing Date, (a) Seller shall have an additional 30 days to make title marketable; or (b) Buyer may waive title defects by written notice to Seller; and (c) in addition to the 30-day extension, Buyer and Seller may agree to further extend the Closing Date. Lacking an extension or waiver by Buyer, or upon the expiration of the extension, either party may declare this Purchase agreement canceled by written notice to the other party, in which case this Purchase Agreement is canceled.
8. **Cancellation or Termination of the Purchase Agreement.** If the Buyer fails to cure the breach of a Buyer obligation in the manner provided in this Purchase Agreement, Seller may cancel this Purchase Agreement with notice required by Minn. Stat. 559.21. Buyer may, in its sole discretion, terminate this Purchase Agreement prior to closing for any reason by giving Seller written notice. If Buyer terminates the Purchase Agreement due to Seller's breach of a Seller obligation under the Purchase Agreement, then the Seller shall refund the Earnest Money to Buyer.
9. **Closing Date/Possession.** Closing shall occur on or before August 31, 2020, or at such other date as may be agreed to by the parties in writing ("Closing Date"). Closing shall take place at the offices of a third-party closing company selected by Buyer, or at such other location as may be mutually agreeable in writing to the parties. Seller shall deliver possession of the Property on the date of closing subject to the Leaseback Provision provided in paragraph 10.
10. **Leaseback Provision:** The parties understand that the existing use of the subject property is a Fire Hall that needs to be operational until a new Fire Hall can be constructed. There must not be a displacement of the existing Fire Hall until a new Fire Hall has been constructed and is ready for use.

To this end, Seller and Buyer agree to execute a mutually agreeable lease agreement prior to the Closing Date whereby Buyer will lease the Property to Seller for the total sum of \$1 through the end of the Leaseback period. This period of time allows for a new Fire Hall to be constructed and ensures that there is no disruption to the City of Grand Rapids in providing this public safety service to the community.
11. **Seller's Obligations at Closing.** At the Closing, Seller shall deliver to Buyer a duly executed warranty deed in recordable form, conveying to Buyer fee simple marketable title

to the Property and all rights appurtenant, free and clear of all mortgages, liens and encumbrances not listed in Paragraph 4 above, together with a seller's affidavit, FIRPTA affidavit, evidence as to the authority of the persons executing documents on behalf of Seller, well certificate and all other documents reasonably necessary to consummate the transaction contemplated by this Purchase Agreement.

- 12. Buyer's Obligations at Closing.** At the Closing, Buyer shall pay to Seller the full amount of the Sale Price, as increased or decreased by prorations or adjustments set forth in this Agreement, and shall deliver to Seller all other documents reasonably necessary to consummate the transaction contemplated by this Agreement.
- 13. Closing Costs.** Seller and Buyer agree to the payment of costs in connection with the Closing as follows: (a) Seller and Buyer each will pay one-half of any reasonable and customary closing fees or charges imposed by the third-party closing company for closing the transaction; (b) Seller shall pay all state deed tax for the recording of the deed; (c) Seller shall pay the cost of recording all documents necessary to place record title in the condition warranted by Seller in this Agreement and Buyer will pay the cost of recording the deed conveying the Property to Buyer; and (d) any other costs required to be paid by Buyer or Seller by Closing pursuant to this Agreement.
- 14. Representations and Warranties.** There are no representations or warranties made with regard to the Property except as set out in this Purchase Agreement or any attached Addenda to the Agreement.
- 15. Time.** Time is of the essence for all provisions of this contract.
- 16. Survival.** All of the warranties, representation and covenants of this Agreement shall survive and be enforceable after the closing.
- 17. Successor and Assigns.** All provisions of this Agreement shall be binding on the new Buyer's and Seller's successors and assigns.
- 18. Entire Agreement.** This Purchase Agreement constitutes the complete agreement between the parties regarding the purchase and sale of the Property and supersedes any prior oral or written agreements between the parties regarding the purchase and sale of the Property. There are no verbal agreements that change this Purchase Agreement. No waiver of any term of this Agreement will be effective unless in writing executed by the parties. The signatories to this Agreement represent that they are authorized to execute this Agreement.
- 19. Seller's Warranties:**
 - (a) Seller does not know of a private sewer system on or serving the property.
 - (b) This Purchase Agreement is not subject to a private sewer and well inspection addendum.

- (c) Seller does not know of any hazardous substances or underground storage tanks located on the property.
- (d) Seller represents that it is the fee owner of the Property.
- (e) Seller warrants that it has received no notice of any action, litigation, investigation or proceeding of any kind pending neither against Seller, nor to the best of Seller's knowledge is any action, litigation, investigation, or proceeding pending or threatened against the Subject Premises, or any part thereof.
- (f) All labor or material which has been or will be furnished to the Property have been fully paid for or will be fully paid for prior to the Closing so that no lien for labor or material rendered can be asserted against the Property.
- (g) Seller agrees to pay fifty percent of any utility relocation costs within the alleyway of Block 29, Grand Rapids First Division.

20. Brokerage Commissions. Seller and Buyer each represent and warrant that it has not been involved with any real estate brokers or agents on its behalf in connection with the transaction contemplated under this Purchase Agreement and that no commissions or costs are owed or being paid to any real estate broker or agent in connection with this transaction. Seller and Buyer agree to indemnify and hold harmless the other party from any loss, liability, cost, damage or expense resulting from, or relating to, the breach of its representation under this Paragraph and any claim for real estate commissions or costs resulting from the indemnifying party's actions in connection with this transaction not provided for above. These obligations of Seller and Buyer shall survive Closing or any termination of this Agreement.

21. Miscellaneous:

- (a) This Agreement represents the complete and final agreement of the parties regarding sale of the Property and supersedes any prior oral or written understanding. This Agreement may be amended only by a writing executed by both parties. This Agreement shall be binding on the parties hereto, their successors and assigns.
- (b) Buyer and Seller represent and warrant that the recitals contained herein are true and accurate as of the date of execution of this Agreement.
- (c) All notices required hereunder shall be given by depositing in the U.S. mail, postage prepaid, certified mail, return receipt requested, to the following addresses (or such other addresses as either party may notify the other)

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

To the Buyer: County of Itasca
Attn: Brett Skyles, County Manger
123 NE Fourth St.
Grand Rapids, MN 55744

22. Effective Date of Agreement. This Agreement shall become effective and shall be binding upon the parties hereto only after it has been executed by each of the parties hereto.

[Remainder of page intentionally blank; signature page follows]

**SELLER:
CITY OF GRAND RAPIDS**

**BUYER:
COUNTY OF ITASCA**

Seller Date

Buyer Date

Seller Date

Buyer Date

LEASEBACK AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2020, between the City of Grand Rapids, Minnesota, Lessee, a Minnesota municipal corporation located at 420 No. Pokegama Avenue, Grand Rapids, Minnesota (hereinafter referred to as "City") and Itasca County, Lessor, a Minnesota governmental corporation located at 123 NE Fourth Street, Grand Rapids, Minnesota (hereinafter referred to as "County").

RECITALS

A) City and County have entered into a separate purchase agreement whereby County is purchasing from City the following property (the "Property"), to close on or before August 31, 2020 (the "Closing Date"):

Lots 1-7, Block 29, Grand Rapids First Division (Parcel 91-415-2910), specifically excluding the West 25 feet of Lots 1-3, Block 29, of Grand Rapids First Addition, which shall be retained by City.

B) The City currently operates the Property as a Fire Hall. The parties acknowledge that it is the intent of County, after closing, to raze the property, but agree that the Fire Hall must continue to be operational until a new Fire Hall can be constructed and is ready for use, which is anticipated to be June 30, 2021.

C) So that there is no disruption to the City of Grand Rapids in providing this public safety service to the community, the parties have agreed to enter into this Leaseback Agreement whereby County will lease the premises back to City for the purpose of operating the Fire Hall.

As such, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and County hereby agree as follows:

TERMS AND CONDITIONS

1. Leaseback Agreement. The County hereby leases back to the City the Property outlined herein for the term hereinafter provided subject to the terms and conditions set forth herein.
2. Use. The City shall, during the term of this Leaseback Agreement, operate the Property as a Fire Hall consistent with its current use.
3. Rent. The amount of rent payable to County under this Lease Agreement is the sum total of \$1.00 for the entire lease term.
4. Condition. This leaseback of the Property is accepted by the City in its present condition without representation or warranty by the County.

5. Term. The term of this Leaseback Agreement shall commence as of the Closing Date (whether that occurs on August 31, 2020, or such other Closing Date as the parties shall agree in writing). The County shall provide 30 days written notice to terminate the lease. Notification cannot occur prior to May 1, 2021. County shall be allowed access to the Property during the term of this Leaseback Agreement for the purposes of performing such studies and investigations as are necessary to allow for any future development plans for the Property.
6. Operation. During the term of this Leaseback Agreement the City shall operate and maintain the Property in good operating order and condition, and make all replacements and repairs thereto, at its own expense, as the City deems necessary.
7. Indemnification. City agrees to defend, indemnify and hold the County harmless from any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments arising during the terms of this Leaseback Agreement or resulting from or arising out of or in any way connected with the equipping, use, management or occupancy of the Property, except that the obligation of the City to so defend, indemnify and hold harmless shall not extend to any liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments arising out of any studies or investigations for future development undertaken by County, its agents, vendors or employees.
8. Insurance. The City agrees to maintain full general liability insurance coverage of the Fire Hall until the end date of the term of this Leaseback Agreement as defined in paragraph 5 above.
9. Vacation of 1st Avenue NE. Upon County purchasing all necessary properties, they shall apply for the vacation of 1st Avenue NE between 4th Street NE and 5th Street NE. If the City fails to vacate said right of way, the City shall refund the entirety of the sale proceeds of the fire hall property.
10. Notices. All notices required hereunder shall be given by depositing in the U.S. mail, postage prepaid, certified mail, return receipt requested, to the following addresses (or such other addresses as either party may notify the other)

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

To the County: County of Itasca
 Attn: Brett Skyles, County Manager
 123 NE Fourth St.
 Grand Rapids, MN 55744

11. Amendments. This Leaseback Agreement may be amended only with the concurring written consent of the parties hereto and any assignee thereof.

12. Severability. If any clause, provision or section of this Leaseback Agreement be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions thereof.
13. Governing Law. This Leaseback Agreement shall be governed by and construed under the laws of the State of Minnesota.
14. Effective Date. This Agreement shall become effective and shall be binding upon the parties only after it has been executed by each of the parties hereto.

CITY:
CITY OF GRAND RAPIDS

COUNTY:
COUNTY OF ITASCA

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

Dated: _____, 2020

Dated: _____, 2020



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1205 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 7/22/2020 **In control:** City Council
On agenda: 7/27/2020 **Final action:**
Title: Consider adopting a resolution accepting a donation of \$50.00 in gift cards for SuperOne Foods from Chuck Hildebrandt to the Fire Department.
Sponsors:
Indexes:
Code sections:
Attachments: [FD Hildebrandt donation](#)

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

Consider adopting a resolution accepting a donation of \$50.00 in gift cards for SuperOne Foods from Chuck Hildebrandt to the Fire Department.

Background Information:

\$50.00 in SuperOne gift cards was dropped off at the Fire Department. He thanked us for our service and appreciate everything we do for our community.

Staff Recommendation:

Please consider adopting a resolution to accept a donation of \$50.00 in gift cards for SuperOne Foods from Chuck Hildebrandt to the Fire Department.

Requested City Council Action

Make a motion adopting a resolution to accept a donation of \$50.00 in gift cards for SuperOne Foods from Chuck Hildebrandt to the Fire Department.

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

RESOLUTION NO. 20-

A RESOLUTION ACCEPTING A \$50 GIFT CARD DONATION FOR SUPERONE FOODS FROM CHUCK HILDEBRANDT FOR THE GRAND RAPIDS FIRE DEPARTMENT

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

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

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

- Chuck Hildebrandt has donated \$50 in gift cards for SuperOne Foods for the Grand Rapids Fire Department.

Adopted this 27th day of July 2020.

Dale C. Adams, Mayor

Attest:

Kim Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1206 **Version:** 1 **Name:** Election Judge Appointment
Type: Agenda Item **Status:** Consent Agenda
File created: 7/22/2020 **In control:** City Council
On agenda: 7/27/2020 **Final action:**
Title: Consider adopting a resolution appointing election judges for the 2020 Primary and General elections.
Sponsors:
Indexes:
Code sections:
Attachments: [20- - Election Judges](#)

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

Consider adopting a resolution appointing election judges for the 2020 Primary and General elections.

Background Information:

Attached is a resolution listing election judges for the 2020 elections.

In 2020, the Primary election is scheduled for Tuesday, August 11th and the General election is scheduled for Tuesday, November 3rd. The Head Judge for each precinct will receive \$12.00 per hour compensation and all other judges will receive \$11.00 per hour compensation. All judges must be paid mileage for travel to and from training and their designated polling places and the City will provide meals.

Please note that judges choose to serve a half or full day and we have judges that will split election day shift with another judge with whom they have a family connection. However, these judges will not serve in the precinct at the same time as this is prohibited.

Staff Recommendation:

Adopt resolution appointing judges and approve compensation as stated.

Requested City Council Action

Make a motion to adopt a resolution appointing election judges for the 2020 Primary and General elections and approve pay rate and mileage as presented.

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 20-

A RESOLUTION APPOINTING 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.

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

Precinct #1 – Library

Cindy Eckert
James Nardone
Edward Duke
Jim Olson
Colleen Nardone

Precinct #2 – IRA Civic Center-Upper Level

Michael Eckert
Pam Casio
Laurie Hallila
Emmet Stemwedel

Precinct #3 – IRA Civic Center-Upper Level

Catherine McLynn
Kathy Krook
David Marty
Barb Nalan
Vicki Lorenz
Dave Lorenz

Precinct #4 – Zion Lutheran Church

Jim Martinetto
Sheila Brogger
Betty Denzel
Diane Palmi
Mona Karkela
Karen Karls

Adopted this 27th day of July, 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 #: 20-1207 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 7/22/2020 **In control:** City Council
On agenda: 7/27/2020 **Final action:**
Title: Consider approval of the first of two Subordination Agreements with American Bank of the North regarding the Rapids Brewing SCDP Program loan.
Sponsors:
Indexes:
Code sections:
Attachments: [Sub - 1st - City.pdf](#)

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

Consider approval of the first of two Subordination Agreements with American Bank of the North regarding the Rapids Brewing SCDP Program loan.

Background Information:

Rapid Brewing is closing on their permanent financing and has requested the City take a position subordinate the two American Bank loans. As you recall the SCDP loan is a deferred forgivable loan in the principal amount of \$32,000.

Requested City Council Action

Adopt a motion approving the first of two Subordination Agreements with American Bank of the North regarding the Rapids Brewing SCDP Program loan and authorize the Mayor's execution of the Subordination Agreement.

(Top 3 inches reserved for recording data)

**SUBORDINATION AGREEMENT
by Business Entity**

**Minnesota Uniform Conveyancing Blanks
Form 20.8.2 (2011)**

DATE: _____
(month/day/year)

FOR VALUABLE CONSIDERATION, the undersigned hereby subordinates the lien on real property in Itasca County, Minnesota, legally described as follows:

See attached Exhibit "A"

Check here if all or part of the described real property is Registered (Torrens)

which is evidenced by a Mortgage dated October 23, 2018,
(insert title of document to be subordinated) *(month/day/year)*

and recorded on November 2, 2018, as Document Number A000726730 (or in Book _____ of
(month/day/year) Page _____), in the Office of the County Recorder Registrar of Titles of Itasca
(check the applicable boxes)

County, Minnesota, to a subsequent lien evidenced by a Modification of Mortgage * from
(insert title of document to be superior)

Rapids Brewing Company LLC to
(insert name of grantor)

American Bank of the North
(insert name of grantee)

in an amount not to exceed one million one hundred sixty nine thousand three hundred forty and 00/100 Dollars
(\$ 1,169,340.00) and recorded on _____, as Document Number _____ (or in
(month/day/year)

Book _____ of _____ Page _____), in the Office of the County Recorder Registrar of Titles
(check the applicable boxes)

of _____ County, Minnesota. *Mortgage originally recorded March 12, 2019 as Document No. A000729383.

Note: Remainder of page left blank, signature page follows.

The City of Grand Rapids

(name)

By:

(signature)

Its:

(type of authority)

By:

(signature)

Its:

(type of authority)

State of Minnesota, County of Itasca

This instrument was acknowledged before me on _____, by _____,
(month/day/year) (name of authorized signer)

_____ as _____
(type of authority)

and by _____
(name of authorized signer)

as _____ of _____
(type of authority) (name of party on behalf of whom the instrument was executed)

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:

(insert name and address)

SMB Enterprises, LLC
7760 France Ave So Ste 140
Bloomington, MN 55435



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1208 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 7/22/2020 **In control:** City Council
On agenda: 7/27/2020 **Final action:**
Title: Consider approval of the second of two Subordination Agreements with American Bank of the North regarding the Rapids Brewing SCDP Program loan.
Sponsors:
Indexes:
Code sections:
Attachments: [Sub 2nd - City.pdf](#)

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

Consider approval of the second of two Subordination Agreements with American Bank of the North regarding the Rapids Brewing SCDP Program loan.

Background Information:

As described for the previous agenda item, Rapids Brewing is closing on its permanent financing with American Bank, which involves two loans. They have requested the City approved two subordination agreements. This is the second of those two regarding the City's SCDP Program loan.

Requested City Council Action

Adopt a motion approving the second of two Subordination Agreements with American Bank of the North regarding the Rapids Brewing SCDP Program loan.

(Top 3 inches reserved for recording data)

**SUBORDINATION AGREEMENT
by Business Entity**

**Minnesota Uniform Conveyancing Blanks
Form 20.8.2 (2011)**

DATE: _____
(month/day/year)

FOR VALUABLE CONSIDERATION, the undersigned hereby subordinates the lien on real property in Itasca County, Minnesota, legally described as follows:

See attached Exhibit "A"

Check here if all or part of the described real property is Registered (Torrens)

which is evidenced by a Mortgage dated October 23, 2018,
(insert title of document to be subordinated) *(month/day/year)*

and recorded on November 2, 2018, as Document Number A000726730 (or in Book _____ of
(month/day/year) Page _____), in the Office of the County Recorder Registrar of Titles of Itasca

County, Minnesota, to a subsequent lien evidenced by a Modification of Mortgage *
(check the applicable boxes) *(insert title of document to be superior)*

Rapids Brewing Company LLC to
(insert name of grantor)

American Bank of the North,
(insert name of grantee)

in an amount not to exceed six hundred eighty nine thousand six hundred fifteen and 00/100 Dollars
(\$ 689,615.00) and recorded on _____, as Document Number _____ (or in
(month/day/year)

Book _____ of _____ Page _____), in the Office of the County Recorder Registrar of Titles
(check the applicable boxes)

of _____ County, Minnesota. *Mortgage originally recorded March 12, 2019 as Document No. A000729386

Note: Remainder of page left blank, signature page follows.

The City of Grand Rapids

(name)

By:

(signature)

Its:

(type of authority)

By:

(signature)

Its:

(type of authority)

State of Minnesota, County of Itasca

This instrument was acknowledged before me on _____, by _____

(month/day/year)

(name of authorized signer)

as

(type of authority)

and by _____

(name of authorized signer)

as _____ of _____

(type of authority)

(name of party on behalf of whom the instrument was executed)

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____

(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:

(insert name and address)

SMB Enterprises, LLC
7760 France Ave So Ste 140
Bloomington, MN 55435



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1209 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 7/22/2020 **In control:** City Council
On agenda: 7/27/2020 **Final action:**
Title: Consider approval of a Subordination Agreement with SPEDCO regarding the Rapids Brewing SCDP Program loan.
Sponsors:
Indexes:
Code sections:
Attachments: [Mtg Sug Agrmt City of Grand Rapids.pdf](#)

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

Consider approval of a Subordination Agreement with SPEDCO regarding the Rapids Brewing SCDP Program loan.

Background Information:

Rapids Brewing is closing on their permanent financing and SPEDCO, who provided a SBA 504 loan for the project, has requested that the City agree to take a subordinate position with the SCDP loan already secured by a mortgage.

Staff Recommendation:

[Enter Recommendation Here]

Requested City Council Action

Adopt a motion approving a Subordination Agreement with SPEDCO regarding the Rapids Brewing SCDP Program loan and authorize the Mayors execution of the Agreement.

MORTGAGE SUBORDINATION AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2020 (the “**Effective Date**”), by and between the **City of Grand Rapids**, (herein called the “**Subordinating Creditor**”), and SPEDCO, a Minnesota non-profit corporation (herein called “**SPEDCO**”).

RECITALS

First: Subordinating Creditor is the Mortgagee under a mortgage securing a note in the amount of \$32,000.00. Which mortgage is dated October 23, 2018 and filed November 2, 2018 as Document No. 726730 of Itasca County, Minnesota Records (the “**Subordinated Mortgage**”). The Mortgagor on said Subordinated Mortgage is Edward M. Zabinski dba Rapids Brewing Company, LLC dba Northrock Development, LLC, (the “**Debtor**”). The Subordinated Mortgage encumbers the property which is legally described on attached **Exhibit A** (the “**Property**”).

Second: SPEDCO shall facilitate a loan to Rapids Brewing Company LLC by and through the Small Business Administration, an agency created under and by virtue of an Act of Congress (the “**SBA**”) and such parties shall enter into a Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents upon the Property, dated _____, 2020, to secure a Note or Notes in the sum of Seven hundred nine thousand, the (“**SBA Mortgage**”). The SBA Mortgage was recorded on _____, _____ as Document Number _____, of Itasca County, Minnesota Records.

AGREEMENT

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Subordinating Creditor hereby agrees with SPEDCO as follows:

1. Regardless of any priority otherwise available to the Subordinating Creditor, the lien of the Subordinated Mortgage is and shall be and shall remain fully subordinated for all purposes to the lien of the SBA Mortgage, in the maximum principal amount of \$709,000.00 together with accrued and unpaid interest on the principal indebtedness secured thereby and all other sums (but excluding any increased or additional principal) secured by the SBA Mortgage, from time to time in accordance with its terms.

2. Subordinating Creditor warrants to SPEDCO and the SBA that (i) Subordinating Creditor presently holds the Subordinated Mortgage and indebtedness secured thereby, free and clear of all liens, security interests and encumbrances, and (ii) the total of the unpaid balance of the indebtedness secured by the Subordinated Mortgage as of the date of this Agreement is approximately \$_____ and (iii) to Subordinating Creditor's knowledge, there are no defaults in the Subordinated Mortgage or the note secured thereby.

3. SPEDCO and the SBA, which shall receive the SBA Mortgage by assignment, shall have no obligation whatsoever to Subordinating Creditor with respect to the transaction evidenced by the SBA Mortgage, and the SBA may make and administer the loan secured by the SBA Mortgage, in any manner it sees fit and may from time to time extend, modify, suspend, revoke, rescind, change, or terminate provisions of the SBA Mortgage, the promissory note secured thereby or any other documents issued to the SBA in connection therewith or pursuant thereto, doing so without notice to or consent by the Subordinating Creditor and without affecting or impairing in any fashion the terms in this Subordination Agreement.

4. Neither Subordinating Creditor nor SPEDCO (i) makes any representation or warranty concerning the Property or any other property of **Rapids Brewing Company, LLC** or the validity, perfection or (except as to the subordination accomplished hereby) priority of any mortgage lien thereon or security interest therein, or (ii) shall have any

duty to preserve, protect, care for, insure, take possession of, collect, dispose of, or otherwise realize upon the Property or any other property of City of Grand Rapids.

5. This Agreement is governed by federal law. It cannot be waived or changed except in writing agreed to and signed by both parties. This Agreement is made between SPEDCO and Subordinating Creditor and the successors and assigns of Subordinating Creditor, and shall inure to the benefit of, and shall be enforceable by, SPEDCO and its successors and assigns, including without limitation the SBA. Neither City of Grand Rapids nor any other person (except SPEDCO and the SBA, and its' successors and assigns), shall be entitled to rely on, have the benefit of or enforce this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this subordination agreement as of the Effective Date set forth above.

CITY OF GRAND RAPIDS

By: _____

Dale Adams

ITS: Mayor

STATE OF MINNESOTA)
) SS:
COUNTY OF)

The foregoing document was acknowledged before me on the _____ day of _____, 2020, by Dale Adams the Mayor of the City of Grand Rapids, on behalf of the city.

NOTARY PUBLIC

Additional Signatures continue on following page



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1210 **Version:** 1 **Name:** Local Emergency
Type: Agenda Item **Status:** Consent Agenda
File created: 7/22/2020 **In control:** City Council
On agenda: 7/27/2020 **Final action:**
Title: Consider adopting a resolution proclaiming and declaring a local emergency and extension of declared local emergency.

Sponsors:

Indexes:

Code sections:

Attachments: [20- Local Emergency Resolution](#)

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

Consider adopting a resolution proclaiming and declaring a local emergency and extension of declared local emergency. With the continuing concerns due to the Covid-19 Pandemic, the City of Grand Rapids is recommending a local proclamation and declaration of a local emergency and that it should be extended until further action of the City Council or as long as the State of Minnesota peacetime emergency declaration of the Governor's Executive Order 20-01 remains in effect.

Adopt resolution as written

Make a motion adopting a resolution proclaiming and declaring a local emergency and extension of declared local emergency.

RESOLUTION NO. _____

PROCLAMATION AND DECLARATION OF A LOCAL EMERGENCY, AND EXTENSION OF DECLARED LOCAL EMERGENCY

WHEREAS, Dale Adams, the Mayor of the City of Grand Rapids, Minnesota (the "Mayor") finds that under the authority provided by Minnesota Statutes Chapter 12 and related laws of the State of Minnesota, the following local emergency (the "**Emergency**") exists in the City of Grand Rapids:

Peace Time Emergency Due to COVID-19 Global Health Pandemic

WHEREAS, *Minn. Stat. § 12.29* authorizes the Mayor of the City of Grand Rapids to declare a local emergency, and further provides that the Emergency may not be continued for a period in excess of three days except by or with the consent of the City Council of the City of Grand Rapids;

WHEREAS, the City Council agrees with the Mayor's determination and further finds that the local emergency will last for more than three days and that immediate action to respond to the Emergency is needed in order to protect the health, safety and welfare of the City and the community;

WHEREAS, the State-declared Emergency, the local emergency, and concerns for the safety of City staff and the public, have made it no longer feasible to have Council members, authorized staff, or members of the public present at the regular meeting locations of the City pursuant to *Minnesota Statutes, Section 13D.021, subd. 1 (3) and (4)*;

WHEREAS, the Novel Coronavirus Disease 2019, commonly known as "COVID-19," is a respiratory disease that can result in serious injury or death, can easily be spread from person to person, and in fact is spreading globally, and has been identified by the World Health Organization ("WHO") as a pandemic;

WHEREAS, on March 13, 2020, the President declared that the COVID-19 outbreak in the United States constitutes a National Emergency;

WHEREAS, on March 13, 2020, Governor Tim Walz issued Executive Order 20-01 declaring a Peacetime State of Emergency in Minnesota to authorize any and all necessary resources to be used in support of the COVID-19 response;

WHEREAS, on March 16, 2020, the Governor issued Executive Order 20-04 (and modified by 20-08 on March 18, 2020) providing for Temporary Closure of Bars, Restaurants, and Other Places of Public Accommodation;

WHEREAS, on March 25, 2020, the Governor issued Executive Order 20-20 declaring a two-week "Stay at Home" order requiring, among other directives, that non-essential employees and public officials limit interaction with the public;

WHEREAS, the United States Center for Disease Control ("CDC") and Minnesota Department of Health ("MDH") have advised that aggressive community mitigation strategies are necessary to slow the transmission of COVID-19, reduce illness and deaths, and limit the economic impacts of the outbreak;

WHEREAS, the Mayor and Council find that this Emergency is an unforeseen and unprecedented health threat, and is a highly fluid and evolving situation which threatens the health, safety, and welfare of the residents of the City and threatens the provision and delivery of city services as a result of the Emergency;

WHEREAS, *Minnesota Statutes §§ 12.29 and 12.37* authorize the actions taken in this proclamation and resolution, and provide that emergency contracts and agreements are not subject to the normal purchasing and competitive bidding requirements because of the Emergency;

WHEREAS, the Mayor and Council further find that the necessary resources to respond to and recover from this Emergency will likely exceed those traditional resources available within the City, and additional resources may be needed from other cities, counties, the state and federal sources.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Grand Rapids, Minnesota, as follows:

1. By signing this Resolution, Mayor Dale Adams declares that the COVID-19 global health pandemic also constitutes a local emergency within the City of Grand Rapids, pursuant to *Minnesota Statutes, Chapter 12*, and further declares that all city meetings shall be held by telephone or other electronic means pursuant to *Minnesota Statutes, Section 13D.021*;
2. With adoption of this resolution, the City Council agrees with the Mayor's Declaration of a local emergency and hereby extends such Emergency until further action of the City Council or as long as the State of Minnesota peacetime emergency declaration of the Governor's Executive Order 20-01 remains in effect.
3. The Council also agrees and directs that meetings of the City Council and other City commissions shall continue to be held through telephone or other electronic means until further action of the City Council. City staff is further directed to schedule future meetings without city staff or the public at the regular meeting location(s). However, the public may monitor the meeting remotely if feasible.
4. In-person meetings of the City's joint powers partners may be conducted by telephone or other electronic means until such time as it is no longer impractical or imprudent to resume in-person meetings.
5. To the extent that existing state laws and city policies and procedures impede an efficient response or compliance with federal and state directives or recommendations, the City Manager, Emergency Management Director, and designees are hereby authorized to suspend compliance with those laws, policies and procedures as authorized by the Governor's Declaration and *Minnesota Statutes Sections 12.31, 12.32, and 12.37*, and to take those actions deemed necessary to protect the public health and safety.
6. All City departments and staff are directed to operate and support the response to this Emergency, under the direction and coordination of the City Manager and, as needed, the Emergency Management Team, including implementing new employee protocols, staffing strategies, operations strategies, and processes to ensure that public services are maintained while best protecting the health, safety and welfare of the public and the City's employees.
7. City staff is directed to review City ordinances, policies, regulatory requirements, operations, practices, events, civil and legal proceedings, and resources to determine whether the foregoing should be adjusted or suspended, and to make recommendations regarding additional emergency regulations to support the employees and residents of the City.
8. City staff is authorized to enter into agreements and contracts necessary for the procurement of materials, equipment, and services required to respond to the Emergency.
9. The Mayor and City Manager are authorized to execute any necessary agreements, contracts, and related documents regarding the Emergency necessary to implement corrective action relative to the Emergency to protect the health, safety and welfare of the City and the community.
10. The Mayor, City Manager, City staff, City Attorney, and City consultants are authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this resolution; and Council shall be promptly notified of any such actions either pending or executed.

11. The City Manager and other appropriate City staff are authorized to request and coordinate appropriate aid and resources from surrounding jurisdictions, cities, counties, the State of Minnesota, and the Federal government, as needed.

12. The City Clerk is directed to give this declaration and resolution prompt and general publicity and file consistent with *Minnesota Statutes, Section 12.29*.

The foregoing resolution was offered by Councilmember _____, who moved its adoption, and upon due second by Councilmember _____, was passed by the following vote:

Passed: _____, 2020

ATTEST:

APPROVED:

Kimberly Gibeau, City Clerk

Dale Adams, Mayor



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1214 **Version:** 1 **Name:** Central School Dumpster Screening
Type: Agenda Item **Status:** Consent Agenda
File created: 7/23/2020 **In control:** City Council
On agenda: 7/27/2020 **Final action:**
Title: 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.
Sponsors:
Indexes:
Code sections:
Attachments: [Oberg Fence](#)
[Keller Fence](#)

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

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.

Background Information:

Staff has reorganized the collection and disposal of recycling at city buildings since Deer River Hired Hands discontinued recycling pickup service. All recycling from the Library, City Hall, Fire Hall, Central School and any other building recycling disposal will be collected and disposed of in a new recycling dumpster located at Central School. Staff has expanded the size of the dumpster enclosure at Central School in order to make room for a new dumpster for this purpose. The new screening fence will add to the existing size of the enclosure and replace the existing screening which is in disrepair. This expense of \$5620 will be paid for out of the Building Maintenance Budget.

Staff Recommendation:

Staff recommends council authorize Community Development to solicit quotes and accept low quote for new dumpster screening at Central School from Keller Fence Company for a cost of \$5620.

Requested City Council Action

Make a motion authorizing staff to solicit quotes and accept low quote for new dumpster screening at Central School from Keller Fence Company for a cost of \$5620.

Michael Randall

From: John Brabbit <johnb2185343118@gmail.com>
Sent: Wednesday, July 1, 2020 12:44 PM
To: Michael Randall
Subject: Re: oberg fence

10x24' dumpster enclosure
Front 24' to be 6' high (2) 12' double gates
sides will be 4' high and back side 4' high All (98%) Privacy link fence
Top/mid rail
3 Inch gate posts set in concrete 4' down Price: \$ 7,944.00

On Wed, Jul 1, 2020 at 12:20 PM Michael Randall <mrandall@ci.grand-rapids.mn.us> wrote:
Sorry yes

Sent from my iPhone

> On Jul 1, 2020, at 12:04 PM, John Brabbit <johnb2185343118@gmail.com> wrote:
>
>
> Mike
> I got the width,,but what is the length
> Is it 10x24?
>
> --
> John Brabbit
> Oberg Fence
> Sales-Estimator
> 218-534-3118

NOTICE: The information contained in this email and any document attached hereto is intended only for the named recipient(s). If you are not the intended recipient, nor the employee or agent responsible for delivering this message in confidence to the intended recipient(s), you are hereby notified that you have received this transmittal in error, and any review, dissemination, distribution or copying of this transmittal or its attachments is strictly prohibited. If you have received this transmittal and/or attachments in error, please notify me immediately by reply e-mail and then delete this message, including any attachments.

--
John Brabbit
Oberg Fence
Sales-Estimator
218-534-3118



P.O. Box 781 Grand Rapids MN 55744

(218) 328-5504

1-800-241-2309

Fax: (218) 328-5509

PROPOSAL

To: Mike Randall
Facility Maintenance
City Of Grand Rapids, Mn

Date: 6-26-2020
Proposal #City-G-R
FOB
Terms: per standard

Regarding: Central School Dumpster Enclosure

Keller Fence Company-North proposes to furnish and install the following:

67LF total 4 sided dumpster enclosure including 2ea 12'w double swing gates and PVC slats throughout. Back side shall be 4'h. Sides will taper from 4'h to 6'h at the curb. Front side all 6'h. Materials are as follows: 4"x10'6" CS40 concrete set gate posts, 2 1/2" CS40 corner and line posts driven a minimum of 4'. Includes a 1 5/8" CS40 top rail.

* Removal of existing dumpster fence by others

FOR THE SUM OF:

\$5,620.00

The above quotation is good for a period of ten (10) days from the date of this proposal. Keller Fence Company-North appreciates the opportunity to quote this project and hope it merits your favorable review. If you have any questions or need additional information do not hesitate to call us at the above number.

PROPOSAL ACCEPTED BY:
DATE:

Sincerely,

Scott Windorski



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1216 **Version:** 1 **Name:** Consider the appointment of Joy Gould to the position of Public Works Seasonal Maintenance.
Type: Agenda Item **Status:** Consent Agenda
File created: 7/23/2020 **In control:** City Council
On agenda: 7/27/2020 **Final action:**
Title: Consider the appointment of Kimberly Jo Forster to the position of Public Works Seasonal Maintenance.

Sponsors:

Indexes:

Code sections:

Attachments:

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

Consider the appointment of Kimberly Jo Forster to the position of Public Works Seasonal Maintenance.

Background Information:

With the transfer of Sara Holum to the Finance Department, we have a need for an additional employee to help maintain the flowers throughout the City.

Staff Recommendation:

Matt Wegwerth and Kevin Koetz are recommending rehiring Kimberly Jo Forster to the position of Public Works Seasonal Maintenance from July 28, 2020 until the end of the season at an hourly rate of \$12.00.

Requested City Council Action

Make a motion to appoint Kimberly Jo Forster to the position of Public Works Seasonal Maintenance effective July 28, 2020 at an hourly rate of \$12.00 per hour.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1217 **Version:** 1 **Name:** Temporary Liquor - Eagles
Type: Agenda Item **Status:** Consent Agenda
File created: 7/24/2020 **In control:** City Council
On agenda: 7/27/2020 **Final action:**
Title: Consider approving temporary liquor license for Fraternal Order of Eagles.
Sponsors:
Indexes:
Code sections:
Attachments:

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

Consider approving temporary liquor license for Fraternal Order of Eagles.

Background Information:

The Grand Rapids Eagles Club has submitted an application for a temporary 1-4 on-sale liquor license. The event is scheduled for August 29, 2020, in the outdoor space of the Eagles Club back parking area.

Staff Recommendation:

Approve application and authorize submission to AGED for issuance.

Requested City Council Action

Make a motion approving temporary liquor license for the Fraternal Order of Eagles.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1199 **Version:** 1 **Name:** CP 2015-3 Contract award
Type: Agenda Item **Status:** Engineering\Public Works
File created: 7/16/2020 **In control:** City Council
On agenda: 7/27/2020 **Final action:**
Title: Consider adopting a resolution awarding a contract for CP 2015-3, US Highway 2 West Trail.
Sponsors:
Indexes:
Code sections:
Attachments: [Recommend ltr](#)
[7-27-20 Resolution Award CP 2015-3](#)

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

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

Background Information:

On Wednesday, June 24, 2020, at 10:00 am, bids were opened electronically. The following bids were received:

Bidder	Base Bid
Engineers Estimate	\$1,255,936.20
TNT Aggregates, LLC	\$1,258,000.00
Bougalis & Sons	\$1,407,101.40

The bids have been reviewed and TNT Aggregates, LLC had the low bid in the amount of \$1,258,000.00

Staff Recommendation:

City staff recommends adopting a resolution awarding a contract for CP 2015-3, US Highway 2 West Trail, to TNT Aggregates, LLC in the amount of \$1,258,000.00

Requested City Council Action

A motion adopting a resolution awarding a contract for CP 2015-3, US Highway 2 West Trail, to TNT Aggregates, LLC in the amount of \$1,258,000.00



Building a Better World
for All of Us®

July 27, 2020

RE: City of Grand Rapids
US Highway 2 West Trail
SP 129-090-0089
Minn Proj No. TA 3120(241)
SEH No. GRANR 152638
City Project No. 2015-3

Mayor and Council Members
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744

Dear Mayor and Council Members:

Bids on the referenced project were opened at the City of Grand Rapids City Council Chambers on June 24, at 10:00 a.m. The bids received are summarized with the Engineer's estimate, as follows:

<u>Contractor</u>	
TNT Aggregates, LLC	\$1,258,000.00
Bougalis & Sons	\$1,407,101.40
Engineer's Estimate	\$1,255,936.20

SEH has reviewed the bids and recommends that the City award a contract to TNT Aggregates, LLC. in their low bid amount of \$1,258,000.00.

If you require further information or have any questions, please do not hesitate to call me at 218.322.4513.

Sincerely,
Short Elliott Hendrickson Inc.

A handwritten signature in black ink, appearing to read "Sara", written over a horizontal line.

Sara Christenson, PE
Project Engineer

P:\FJ\G\GRANR\152638\6-bid-const\65-conform-cont\Recommend ltr.docx

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

RESOLUTION NO. 20-__

**A RESOLUTION ACCEPTING BID FOR
Highway 2 West Trail
City Project 2015-3**

WHEREAS, pursuant to an advertisement for the Highway 2 West Trail, which includes the construction of .68 miles of 10 foot wide multi-use bituminous trail located along the north side of US Highway 2 and the south side of 5th Street North from the intersection of County Road 63 to the intersection of 17th Avenue NW. The intersection of County Road 63 and Highway 2 is the starting point of the project, and the trail will extend east along the north side of US Highway 2 and south side of 5th Street North until the trail reaches the intersection of 17th Avenue NW. At this point, it connects with the existing trail system within Grand Rapids. Bids were received, opened, and tabulated according to law, and the following bids were received complying with the advertisement:

Bidder	Base Bid
Engineer Estimate	\$1,255,936.20
TNT Aggregates, LLC	\$1,258,000.00
Bougalis & Sons	\$1,407,101.40

WHEREAS, the City Engineer is recommending the Base Bid be awarded to TNT Aggregates, LLC;

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 Casper Construction in the name of the City of Grand Rapids for Grand Rapids Project 2015-3 for a total contract amount of \$1,258,000.00 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 27th day of July, 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.