



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail City Council

Monday, February 10, 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 will be held on Monday, February 10, 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

20-0922 Consider approving minutes for Monday, January 27, 2020 Regular meeting.

Attachments: [January 27, 2020 Regular Meeting](#)

VERIFIED CLAIMS

20-0928 Consider approving the verified claims for the period January 21, 2020 to February 3, 2020 in the total amount of \$440,508.95.

Attachments: [Council Bill List 02-10-20.pdf](#)

CONSENT AGENDA

Any item on the consent agenda shall be removed for consideration by request of any one Councilmember, City staff, or the public and put on the regular agenda for discussion and consideration.

1. 20-0916 Consider approving a professional services agreement with SEH Inc. for services related to the reconstruction of Runway 16/34 at the GPZ Airport.

Attachments: [GPZ Rwy 16-34 Final Design Proposal](#)
[Independent Fee Estimate 012420](#)

2. 20-0920 Consider adopting a resolution approving budgeted transfers from the General Fund to the Special Revenue Funds-Domestic Animal Control Facility and Central School.
Attachments: 2019 Op tsfr Central School DACF

3. 20-0923 Consider adopting a resolution appointing Election Judges for 2020 Elections.
Attachments: 20- - Election Judges

4. 20-0924 Consider the designation of law firm to perform labor and employment legal services for the City of Grand Rapids.
Attachments: Madden Galanter Hansen LLP contract

5. 20-0925 Consider adopting a resolution accepting a Commercial Redevelopment grant from the Minnesota Department of Iron Range Resources (IRRR) for the Itasca Community College Student Center Project.
Attachments: Resolution Accepting IRRR Commercial demo grant for ICC Student Center
 ICC Student Center Grant Agreement
 Grant Agreement Exhibits

6. 20-0926 Consider accepting notice of retirement from Lisa Flaherty, Accounting Technician/Accounts Payable.

7. 20-0927 Consider a motion approving the RFQ's for a public sculpture and pavement art as recommended by the Arts & Culture Commission.
Attachments: 2020 Grand Rapids Pavement Art RFQ
 2020 Grand Rapids Sculpture RFQ GRnotes final
 1-14-20 Memo to Commission
 five year implimentation plan

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.

ADJOURNMENT

NEXT REGULAR MEETING IS SCHEDULED FOR MONDAY, FEBRUARY 24, 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.



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-0922 **Version:** 1 **Name:** Council Minutes
Type: Agenda Item **Status:** Approval of Minutes
File created: 1/30/2020 **In control:** City Council
On agenda: 2/10/2020 **Final action:**
Title: Consider approving minutes for Monday, January 27, 2020 Regular meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [January 27, 2020 Regular Meeting](#)

Date	Ver.	Action By	Action	Result
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Consider approving minutes for Monday, January 27, 2020 Regular meeting.



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Monday, January 27, 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, January 27, 2020 at 5:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

Present 3 - Councilor Dale Christy
Councilor Tasha Connelly
Councilor Michelle Toven

Absent 2 - Mayor Dale Adams
Councilor Rick Blake

Staff present:

Tom Pagel, Chad Sterle, Scott Johnson, Eric Trast, Steve Schaar, Matt Wegwerth, Janell Hecomovich, Will Richter, Travis Cole, Barb Baird, Rob Mattei

MEETING PROTOCOL POLICY

Mayor Pro-tem Christy reads a statement regarding the Human Rights Commission item relative to refugee resettlement, noting that this is an issue to be addressed by the Itasca County Board of Commissioners and not the Grand Rapids City Council.

PUBLIC FORUM

None.

COUNCIL REPORTS

Councilor Christy advises that a public hearing will be scheduled for February 24, 2020 to allow for public comment on the proposed draft of the Comprehensive Plan for the City.

APPROVAL OF MINUTES

Consider approving Council minutes for Monday, January 13, 2020 Worksession & Regular meetings.

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

VERIFIED CLAIMS

Consider approving the verified claims for the period January 7, 2020 to January 20, 2020 in the total amount of \$3,594,043.99, of which \$2,405,471.26 are debt service payments.

A motion was made by Councilor Michelle Toven, second by Councilor Tasha Connelly, approving the verified claims as presented. The motion carried by the following vote.

Aye 3 - Councilor Dale Christy
Councilor Tasha Connelly
Councilor Michelle Toven

CONSENT AGENDA

1. Consider approval of a proposal for professional appraisal services with Dahlen, Dwyer , Foley & Tinker for a not-to-exceed fee of \$4,000.
Approved by consent roll call

2. Consider approving the Workers Compensation coverage through the League of Minnesota Cities Insurance Trust.
Approve by consent roll call

3. Consider adopting a resolution accepting a \$300,000.00 grant from the MN Department of Iron Range Resources & Rehabilitation (IRRR) Development Infrastructure Grant Program.
Adopted Resolution 20-11 by consent roll call

4. Consider adopting a resolution authorizing the removal of terminated employees signatures on the management savings account at Grand Rapids State Bank.
Adopted Resolution 20-12 by consent roll call

5. Consider adopting a resolution establishing a date to conduct a public hearing on the final draft of the updated Comprehensive Plan.
Adopted Resolution 20-13 by consent roll call

6. Consider approving an agreement with Fastenal for an operating supply machine.
Approved by consent roll call

7. Consider approving on-sale liquor license for Rapids Brewing Co.
Approved by consent roll call

Approval of the Consent Agenda

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

Michelle Toven, approving the Consent agenda as presented. The motion carried by the following vote

Aye 3 - Councilor Dale Christy
Councilor Tasha Connelly
Councilor Michelle Toven

SETTING OF REGULAR AGENDA

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

ACKNOWLEDGE BOARDS & COMMISSIONS

8. Review & Acknowledge minutes for Boards & Commissions.

Acknowledged the following:

Arts & Culture minutes - December 3, 2019 meeting

PUC minutes - December 18, 2019 Regular and Special meetings

Golf Board minutes - November 7 & 19 and December 17, 2019 meetings

Library Board minutes - December 11, 2019

Acknowledge Boards and Commissions

DEPARTMENT HEAD REPORT

9. Fire Department - Chief Travis Cole

Fire Chief Cole reviewed 2019 activities of the Grand Rapids Fire Department, highlighting number of calls, roster changes and efforts to fill vacancies, implementation of Full Time Fire Chief position, new truck purchase, and fire hall upgrades. Chief Cole expressed appreciation to the Council, community and family and friends for continued support.

Received and Filed

COUNCIL

10. Consider appointment to Police Community Advisory Board.

Councilor Toven interviewed Ms. Branum and recommends appointment.

A motion was made by Councilor Michelle Toven, second by Councilor Tasha Connelly, appointing Liz Branum to the Police Community Advisory Board, term to expire December 31, 2022. The motion PASSED by unanimous vote.

ENGINEERING\PUBLIC WORKS

11. Consider entering into an agreement with ZEF Energy Inc. to provide an electric vehicle charging hub

Engineer Matt Wegwerth presents information on proposed charging hub, noting the location near the "big red chair."

A motion was made by Councilor Tasha Connelly, second by Councilor Michelle Toven, approving agreement with ZEF Energy Inc. to provide electric vehicle charging hub. The motion PASSED by unanimous vote.

ADMINISTRATION DEPARTMENT

12. Consider a resolution authorizing the GR HRA to prepare documents related to the merger and transfer of assets to the Itasca County HRA

A motion was made by Councilor Tasha Connelly, second by Councilor Michelle Toven, adopted Resolution 20-14, authorizing Grand Rapids HRA to prepare documents related to the merger and transfer of assets to the Itasca County HRA. The motion PASSED by unanimous vote.

PUBLIC HEARINGS

Recessed regular meeting for public hearing.

13. Conduct a public hearing to consider the rezoning of 7.3 acres of land from PU (Public Use) to R-4 (Multiple-family Residential- high density).

Rob Mattei, Director of Comm. Dev., presented background information regarding request to rezone. Aurora Heights LLP has submitted the application requesting rezone of old Riverview Elementary School site.

Mayor Pro-tem Christy states the reason for the public hearing, Clerk Gibeau states that all required notices have been made and the Clerk's office has received no correspondence related to this matter. Mayor Pro-tem Christy call for a motion to open the public hearing.

A motion was made by Councilor Tasha Connelly, second by Councilor Michelle Toven, to open the Public Hearing. The motion PASSED by unanimous vote.

Mike Ives, owner of 923 NE 4th Street, abutting the subject property. Are there any other meetings or public hearings showing the site plans for the project. Do not object to project, but would like to view the site plan.

Mr. Mattei advises that there is currently no public approval process for site plans, however, a site plan is displayed on the screen to allow public to see proposed project.

Tom Lattimore, 602 SE 2nd Avenue, voices concerns regarding excessive speed on 2nd Avenue and that the proposed alley will also become a bit of a "raceway." This raises concerns for safety. Also concerned with new lower income housing and the increase to property tax and lowering of property value.

Don Ekholm, 622 2nd Avenue SE, also concerned about increase in traffic and taxes.

Andrew Deschaneau, 7015 County 50 NW, Aekley, MN, work with DW Jones, developer of project. States that this is very similar to the Beacon Hill project. This should not affect property taxes. Property layout is close to single family housing to ease transition into multi-family housing.

Diane Larson, HRA, 2521 Timberline Drive, provides clarity regarding types of housing and what affordable means.

Isaac Meyer, 611 NE 9th Street, HRA member, makes a statement supporting the zoning change.

Rick Grunke, 24 Linda Lane, property manager for Pine Ridge Apartments states that there is a waiting list of 79 people for a one bedroom at Pine Ridge and approximately 34 for 2 bedrooms. There is a great need for more housing in Grand Rapids and is supportive of the project.

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

A motion was made by Councilor Michelle Toven, second by Councilor Tasha Connelly, to close the Public Hearing. The motion PASSED by unanimous vote.

COMMUNITY DEVELOPMENT

Reconvened regular meeting following the public hearing.

14.

Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map by rezoning 7.3 acres of land from PU (Public Use) to R-4 (Multiple-family Residential- high density).

Mr. Mattei reviews recommendation by Planning Commission to approve the rezoning request submitted by Aurora Heights.

A motion was made by Councilor Michelle Toven, second by Councilor Tasha Connelly, adopting City Ordinance 20-01-01, amending zoning map, rezoning 7.3 acres of land from PU to R-4. The motion carried by the following vote.

Aye 3 - Councilor Dale Christy
Councilor Tasha Connelly
Councilor Michelle Toven

ADJOURNMENT

A motion was made by Councilor Tasha Connelly, second by Councilor Michelle Toven, to adjourn the meeting at 6:10 pm. The motion PASSED by unanimous vote.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-0928 **Version:** 1 **Name:** VERIFIED CLAIMS
Type: Agenda Item **Status:** Verified Claims
File created: 2/6/2020 **In control:** City Council
On agenda: 2/10/2020 **Final action:**
Title: Consider approving the verified claims for the period January 21, 2020 to February 3, 2020 in the total amount of \$440,508.95.
Sponsors:
Indexes:
Code sections:
Attachments: [Council Bill List 02-10-20.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period January 21, 2020 to February 3, 2020 in the total amount of \$440,508.95.

Requested City Council Action

Make a motion approving the verified claims for the period January 21, 2020 to February 3, 2020 in the total amount of \$440,508.95.

DATE: 02/05/2020
 TIME: 16:04:55
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 02/10/2020

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
CITY WIDE		
0300200	CDW GOVERNMENT INC	52.59
0718060	GRAND RAPIDS HERALD REVIEW	189.00
1503245	OFFICE ENTERPRISES INC	200.77
1915248	SHI INTERNATIONAL CORP	1,000.60
1920240	CHAD B STERLE	3,784.95
	TOTAL CITY WIDE	5,227.91
SPECIAL PROJECTS-NON BUDGETED		
0508450	EHLERS AND ASSOCIATES INC	6,250.00
	TOTAL SPECIAL PROJECTS-NON BUDGETED	6,250.00
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE SERVICES INC	50.60
0315455	COLE HARDWARE INC	12.45
1901535	SANDSTROM'S INC	67.29
1909450	SILVERTIP GRAPHICS SIGNS	214.00
	TOTAL BUILDING MAINTENANCE-CITY HALL	344.34
COMMUNITY DEVELOPMENT		
0113235	AMERICAN PLANNING ASSOCIATION	308.00
0401330	DAHLEN, DWYER, FOLEY & TINKER	4,000.00
0718060	GRAND RAPIDS HERALD REVIEW	63.25
0914718	INTERNATIONAL CODE COUNCIL INC	135.00
1909450	SILVERTIP GRAPHICS SIGNS	40.00
	TOTAL COMMUNITY DEVELOPMENT	4,546.25
COUNCIL/COMMISSION/BOARDS		
0920060	ITASCA COUNTY TREASURER	1,054.38
	TOTAL COUNCIL/COMMISSION/BOARDS	1,054.38
FINANCE		
0405450	DELUXE	1,736.39
0718060	GRAND RAPIDS HERALD REVIEW	358.00
1415377	NORTHERN BUSINESS PRODUCTS INC	294.18
	TOTAL FINANCE	2,388.57

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/10/2020

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
FIRE		
0718060	GRAND RAPIDS HERALD REVIEW	692.00
1415535	NORTHLAND MACHINES	28.04
TOTAL FIRE		720.04
INFORMATION TECHNOLOGY		
1915248	SHI INTERNATIONAL CORP	218.00
TOTAL INFORMATION TECHNOLOGY		218.00
PUBLIC WORKS		
0100046	ASV HOLDINGS INC	1,134.06
0104799	ADVANCED SERVICES INC	306.00
0121721	AUTO VALUE - GRAND RAPIDS	231.41
0221650	BURGGRAF'S ACE HARDWARE	28.97
0300200	CDW GOVERNMENT INC	815.00
0301655	CARGILL INCORPORATED	5,086.63
0301685	CARQUEST AUTO PARTS	702.69
0315455	COLE HARDWARE INC	8.49
0315501	COMPASS MINERALS AMERICA, INC.	4,262.99
0415550	DOOR SERVICE INC	480.00
0514802	ENVIROTECH SERVICES INC	9,841.52
0601690	FASTENAL COMPANY	106.24
0801820	HAWK CONSTRUCTION INC	2,248.31
1200500	L&M SUPPLY	144.55
1301213	MARTIN'S SNOWPLOW & EQUIP	20.81
1303039	MCCOY CONSTRUCTION & FORESTRY	650.61
1321725	MUTT MITT	1,005.38
1415484	NORTHERN LIGHTS TRUCK	101.14
1421155	NUCH'S IN THE CORNER	150.00
1800655	R & R SPECIALTIES INC	107.75
1801899	RAYS SPORT & CYCLE	140.23
1920555	STOKES PRINTING & OFFICE	56.25
2018560	TROUT ENTERPRISES INC	436.80
2300765	W.W. WALLWORK INC	265.24
2605225	ZEE MEDICAL SERVICE	59.85
TOTAL PUBLIC WORKS		28,390.92
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	1,508.92
1301720	MATCO TOOLS	47.20
1801615	RAPIDS WELDING SUPPLY INC	56.85

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/10/2020

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
FLEET MAINTENANCE		
	TOTAL FLEET MAINTENANCE	1,612.97
POLICE		
0205725	BETZ EXTINGUISHER COMPANY	36.00
0221650	BURGGRAF'S ACE HARDWARE	55.50
0301685	CARQUEST AUTO PARTS	107.65
0409501	JOHN P. DIMICH	4,583.33
1200500	L&M SUPPLY	34.99
1305060	MEDS-1 AMBULANCE SERVICE INC	78.05
1309149	MN CHIEFS OF POLICE ASSOC	351.00
1920233	STREICHER'S INC	4,294.13
	TOTAL POLICE	9,540.65
CENTRAL SCHOOL		
0218745	ASHLEY BRUBAKER	368.32
0401425	DAKOTA SUPPLY GROUP	230.52
1315725	THE MOTOR SHOP LLC	225.00
1605665	PERSONNEL DYNAMICS LLC	411.16
1901535	SANDSTROM'S INC	53.12
	TOTAL	1,288.12
AIRPORT		
0221650	BURGGRAF'S ACE HARDWARE	37.75
0315455	COLE HARDWARE INC	170.38
0504825	EDWARDS OIL INC	1,657.72
0801836	HAWKINSON SAND & GRAVEL	273.20
1415030	NAPA SUPPLY OF GRAND RAPIDS	57.27
1621500	PUMP & METER SERVICES INC	3,043.20
2209421	VIKING ELECTRIC SUPPLY INC	1,257.55
	TOTAL	6,497.07
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE SERVICES INC	50.74
0114200	ANDERSON GLASS	855.00
0118230	ARENA WAREHOUSE, LLC	175.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/10/2020

VENDOR #	NAME	AMOUNT DUE

CIVIC CENTER		
GENERAL ADMINISTRATION		
0221650	BURGGRAF'S ACE HARDWARE	40.00
0501656	EARTHGRAINS COMPANY INC, THE	106.21
0715435	GOLD MEDAL PRODUCTS CO	480.90
0920059	ITASCA COUNTY SHERIFFS DEPT	10.00
1200500	L&M SUPPLY	248.84
1201430	LAKE SUPERIOR CUTTING EDGE LLC	70.00
1305060	MEDS-1 AMBULANCE SERVICE INC	78.05
1309090	SUPERONE FOODS NORTH	36.42
1309332	MN STATE RETIREMENT SYSTEM	1,656.62
1421155	NUCH'S IN THE CORNER	21.04
1605611	PEPSI BEVERAGES COMPANY	3,088.57
1801613	RAPIDS PRINTING	222.00
1901535	SANDSTROM'S INC	2,981.91
2000522	TNT AGGREGATES, LLC	5,864.50
2116600	UPPER LAKE FOODS INC	1,173.02
T000239	GRAND RAPIDS/GREENWAY SWIM	73.95
	TOTAL GENERAL ADMINISTRATION	17,232.77
POLICE DESIGNATED FORFEITURES		
1920233	STREICHER'S INC	10,469.00
	TOTAL	10,469.00
CEMETERY		
0401804	DAVIS OIL INC	939.50
	TOTAL	939.50
DOMESTIC ANIMAL CONTROL FAC		
1909510	SIM SUPPLY INC	83.52
	TOTAL	83.52
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-FIRE DEPT		
1201434	LAKE WOODS CHRYSLER	1,100.00
	TOTAL CAPITAL OUTLAY-FIRE DEPT	1,100.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/10/2020

VENDOR #	NAME	AMOUNT DUE

AIRPORT CAPITAL IMPRV PROJECTS		
2019 TRK W/SANDING/DEICING EQP		
0215900	BOYER FORD TRUCKS INC.	95,202.00
TOTAL 2019 TRK W/SANDING/DEICING EQP		95,202.00
STORM WATER UTILITY		
0301705	CASPER CONSTRUCTION INC	3,675.00
2000522	TNT AGGREGATES, LLC	1,265.00
2009725	TITAN MACHINERY INC	197.43
2018560	TROUT ENTERPRISES INC	436.80
TOTAL		5,574.23
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$ 198,680.24
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0104095	DALE ADAMS	67.85
0114210	D. ANDERSON - CHANGE FUND	6,960.00
0201354	B. BAIRD-PETTY CASH FUND	13.84
0205640	LEAGUE OF MN CITIES INS TRUST	200,407.00
0305530	CENTURYLINK QC	57.09
0308659	DALE R. CHRISTY	69.00
0605191	FIDELITY SECURITY LIFE INS CO	67.89
0718070	GRAND RAPIDS STATE BANK	400.09
0900060	ICTV	19,599.49
1015342	SCOTT JOHNSON	662.80
1201402	LAKE COUNTRY POWER	44.72
1205090	LEAGUE OF MINNESOTA CITIES	20.00
1209516	LINCOLN NATIONAL LIFE	1,509.23
1305046	MEDIACOM LLC	136.90
1309170	MN DEED	1,000.00
1309199	MINNESOTA ENERGY RESOURCES	3,489.77
1309302	MN DEPT OF PUBLIC SAFETY	10.00
1309338	MN STATE TREAS/BLDG INSPECTOR	2,144.41
1315654	NATHAN MORLAN	120.58
1405550	NEOPOST USA INC	1,000.00
1503151	ODC - MOTOR VEHICLE	42.00
1601305	THOMAS J. PAGEL	1,457.34
1601750	PAUL BUNYAN COMMUNICATIONS	275.62
1605734	JON PETERSON	69.00
1921620	SUPERIOR USA BENEFITS CORP	219.00
2000100	TASC	30.60
2114360	UNITED PARCEL SERVICE	14.79
2114750	UNUM LIFE INSURANCE CO OF AMER	259.94
2205637	VERIZON WIRELESS	35.01

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/10/2020

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
2305300	MATTHEW WEGWERTH	276.00
2305825	WEX INC	1,368.75
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$241,828.71
TOTAL ALL DEPARTMENTS		440,508.95



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-0916 **Version:** 1 **Name:** GPZ - 16/34 Runway Recon design agreement
Type: Agenda Item **Status:** Consent Agenda
File created: 1/27/2020 **In control:** City Council
On agenda: 2/10/2020 **Final action:**
Title: Consider approving a professional services agreement with SEH Inc. for services related to the reconstruction of Runway 16/34 at the GPZ Airport.

Sponsors:

Indexes:

Code sections:

Attachments: [GPZ Rwy 16-34 Final Design Proposal](#)
[Independent Fee Estimate 012420](#)

Date	Ver.	Action By	Action	Result
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Consider approving a professional services agreement with SEH Inc. for services related to the reconstruction of Runway 16/34 at the GPZ Airport.

Background Information:

Runway 16/34 is the primary runway at Grand Rapids - Itasca County Airport. It is approximately 5,756 feet in length and 100 feet wide. Current bituminous pavement is roughly 20 years old and a recent surface condition assessment indicated that it is reaching the end of its useful life. The airfield electrical and lighting systems are of similar age and are also in need of replacement. Additionally, a gravel road at the southeast end of Runway 34 needs to be relocated as it is within protected runway end airspace surfaces.

An Independent Fee Evaluation was completed for this project, which estimated the contract should be in the range of \$231,000 to \$282,000. The agreement is on a lump sum basis and totals \$242,700.00, which falls within the IFE range. The cost split is 90/5/5, with the local 5% share being split 50/50 with Itasca County. The City's share is \$6,067.50 or 2.5%.

The project schedule includes design in 2020 with anticipated construction set for 2021. Specific work details are defined in the attachment.

Staff Recommendation:

Matt Wegwerth, Airport Manager, recommends approving a professional services agreement with SEH Inc. for services related to the reconstruction of Runway 16/34 at the GPZ Airport.

Requested City Council Action

A motion approving a professional services agreement with SEH Inc. for services related to the reconstruction of Runway 16/34 at the GPZ Airport.

ARCHITECT/ENGINEER AGREEMENT
Between

City of Grand Rapids, Minnesota

(OWNER)

and

Short Elliott Hendrickson Inc.

(CONSULTANT)

for

PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the City of Grand Rapids, Minnesota, hereinafter referred to as the OWNER, and Short Elliott Hendrickson Inc.® (SEH), with a regular place of business at 3535 Vadnais Center Drive, St. Paul, Minnesota 55110, hereinafter referred to as the CONSULTANT.

WITNESSETH:

That the OWNER and CONSULTANT, for the consideration hereinafter named, agree as follows:

ARTICLE 1. GENERAL DESCRIPTION OF WORK TO BE DONE

The OWNER agrees to and hereby does retain and employ CONSULTANT and CONSULTANT agrees to perform Architectural, Engineering and/or other Professional Services for the project at the Grand Rapids - Itasca County Airport, entitled:

2020 Runway 16/34 Reconstruction,

hereinafter referred to as the Project.

The Project and those services to be performed hereunder are more particularly described in ATTACHMENT A, a part hereof, and may be financed in part by grant-in-aid programs of the Minnesota Department of Transportation (Mn/DOT), Office of Aeronautics, and/or the Federal Aviation Administration (FAA) as described in Article 14.

ARTICLE 2. PERIOD OF SERVICE

Compensation for CONSULTANT'S services as provided elsewhere in this Agreement has been agreed to in anticipation of an orderly and continuous progress of CONSULTANT'S services through completion. In this regard, if the services covered by this Agreement have not been completed within 12 months of the date hereof, through no fault of CONSULTANT, any lump sum or maximum payment amounts shall be equitably adjusted.

ARTICLE 3. COMPENSATION TO CONSULTANT

A. Compensation to CONSULTANT for services described in this Agreement shall be on a Lump Sum basis, Cost Reimbursement Plus Fixed Fee basis and/or an Hourly Rate basis, as designated in the box below, and in ATTACHMENT B and as hereinafter described.

1. A Lump Sum method of payment for CONSULTANT'S services shall typically apply to all or parts of a work scope here CONSULTANT'S tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on an estimated percentage of completion of CONSULTANT'S services.

Reimbursement for Direct Expenses incurred in the performance of the work shall be included in the Lump Sum amount, unless otherwise set forth in ATTACHMENT B.

2. A Cost Reimbursement Plus Fixed Fee method of payment for CONSULTANT'S services shall typically apply to all or parts of work scope where CONSULTANT'S tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be established with any reasonable degree of accuracy. Under a Cost Reimbursement Plus Fixed Fee method of payment, the CONSULTANT shall be paid for the actual costs of providing required services plus a fixed fee payment as defined in FAA Advisory Circular 150/5100-14B, dated November 21, 1988, and as further defined as follows:

- a. Direct Salary Costs incurred by CONSULTANT for employee's time directly chargeable to the Project, and in accordance with the CONSULTANT'S SALARY SCHEDULE included in ATTACHMENT B. Periodic revisions to the schedule may be made and any such revisions shall be submitted by CONSULTANT to the OWNER for approval.
- b. Overhead Costs including overhead on direct labor including, but not limited to, employment taxes, fringe benefits, holidays, vacation, and sick leave and all allowable general and administrative overhead costs. Overhead Costs shall be calculated as a percentage of Direct Salary Costs, with such percentage based on CONSULTANT'S audited records. The Overhead Rate to be applied to this Agreement and any special provisions relating thereto shall be set forth in ATTACHMENT B.
- c. Direct Non-Salary Expenses incurred by CONSULTANT for costs directly chargeable to the project, including but not limited to:

- 1) Travel and subsistence.

- 2) Computer services.
 - 3) Outside professional and technical services.
 - 4) Identifiable reproduction and reprographic charges.
 - 5) Expendable field supplies and special field equipment rental.
 - 6) Other acceptable costs for such additional items and services as may be required by the OWNER to fulfill the terms of this Agreement.
- d. Fixed Fee. In addition to the above reimbursement of costs, CONSULTANT shall be paid a fixed fee in the amount set forth in Attachment B. It is agreed that the fixed fee will be subject to adjustment in case of a work scope change, abandonment of the work prior to completion, or deletion of specific tasks.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, including a proportionate amount of the fixed fee. Invoices shall be accompanied by supporting evidence as required.

3. If no Federal funds are involved in this Agreement, an Hourly Rate method of payment for CONSULTANT'S services may be utilized as an alternative to the Lump Sum or Cost Reimbursement Plus Fixed Fee methods. Under an Hourly Rate method of payment, CONSULTANT shall be paid for the actual hours worked on the Project by CONSULTANT'S technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general and administrative overhead and professional fee. A rate schedule shall be furnished by CONSULTANT to OWNER upon request.

In addition to the foregoing, CONSULTANT shall be reimbursed at cost for the following Direct Expenses when incurred in the performance of the work:

- a. Travel and subsistence.
- b. Computer services.
- c. Owner approved outside professional and technical services.
- d. Identifiable reproduction and reprographic charges.
- e. Expendable field supplies and special field equipment rental.
- f. Other acceptable costs for such additional items and services as may be required by the Owner to fulfill the terms of this Agreement.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by support evidence as required.

- B. The OWNER, The Mn/DOT, Office of Aeronautics, the FAA, or their authorized representatives shall have access to CONSULTANT'S records for the purpose of accounting and audit. The CONSULTANT shall maintain all records relative to this Agreement for a period of not less than three years, subsequent to the OWNER'S final payment to CONSULTANT and until the project is financially closed-out by the FAA.

ARTICLE 4. EXTRA WORK AND SERVICES NOT INCLUDED IN THIS CONTRACT

If CONSULTANT is of the opinion that any services it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall promptly notify the OWNER of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a Supplemental Agreement entered into by both parties and approved by Mn/DOT and FAA, prior to proceeding with any extra work or related expenditures.

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven calendar days' written notice. In addition, the OWNER may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the OWNER to CONSULTANT. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated, upon seven calendar days' written notice as provided above.

In the event of termination, all documents finished or unfinished, prepared by CONSULTANT under this Agreement shall be made available by CONSULTANT to the OWNER pursuant to Article 7, and there shall be no further obligation of the OWNER to CONSULTANT under this Agreement, except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, computed in accordance with Article 3.

In the event of a reduction in scope of the Project work, CONSULTANT shall be paid for the work performed and expenses incurred on the project work thus reduced and for any completed and abandoned work for which payment has not been made, computed in accordance with Article 3.

ARTICLE 6. DISPUTE RESOLUTION

In the event of an irreconcilable dispute under this Agreement, which is not resolvable through informal means, the parties may, upon written agreement, submit to the resolution process set out in this provision. Once the parties have agreed to the resolution process, each party shall have seven (7) calendar days to designate one representative, who shall have authority to act on this Agreement. If either party fails within that time to inform the other party in writing of its designation, the other party is free to pursue all other legal and equitable remedies. Within ten (10) calendar days of designation of the representative, the representatives shall meet and shall entertain such presentation of testimony and other evidence as the CONSULTANT and the OWNER may wish to present with respect to the dispute. Within seven (7) calendar days after the close of such presentation, the representative shall resolve the dispute or either party is free to pursue all other legal and equitable remedies. When the representatives resolve the dispute, their decision shall be final and conclusive. Should the representatives be unable to agree on a resolution of the dispute, then the parties are free to pursue all other legal and equitable remedies. Each party's costs for the dispute resolution shall be borne by the respective party.

If the parties do not agree in writing to the resolution process set out above, either party is entitled to pursue any other legal or equitable remedies available.

ARTICLE 7. DISPOSITION OF PLANS, REPORTS, AND OTHER DATA

At the time of completion or termination of the work, CONSULTANT shall make available to the OWNER, all maps, tracings, reports, resource materials and other documents pertaining to the work or to the Project. All such documents are not intended or represented to be suitable for reuse by the OWNER or others on extension of the Project or any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. In this regard, the OWNER will indemnify and hold harmless CONSULTANT from any and all suits or claims of third parties arising out of such reuse, which is not specifically verified, adapted or authorized by CONSULTANT.

ARTICLE 8. DOCUMENTS FORMING THE CONTRACT

The contract documents shall be deemed to include this Agreement with all accompanying attachments of part hereof.

ARTICLE 9. OWNER'S RESPONSIBILITY

- A. To permit CONSULTANT to perform the services required hereunder, the OWNER shall supply in proper time and sequence, the following at no expense to CONSULTANT.
1. Provide all necessary information regarding its requirements as necessary for orderly progress of the work.
 2. Designate in writing, a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret, and define OWNER'S policies with respect to CONSULTANT'S services.
 3. Furnish, as required for performance of CONSULTANT'S services (except to the extent provided otherwise in ATTACHMENT A), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in ATTACHMENT A.
 4. Provide access to, and make all provisions for CONSULTANT to enter upon publicly- and privately-owned property as required to perform the work.
 5. Act as liaison with other agencies to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by CONSULTANT, obtain advice of an attorney, insurance counselor or others as OWNER deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

7. Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services or any defect in the work of Construction Contractor(s), Consultants or CONSULTANT.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollutant in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of these General Provisions, "pollution" shall mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste, pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.

If CONSULTANT encounters, or reasonably suspects that it has encountered, asbestos, or pollution, including soil contamination in the project area, CONSULTANT shall cease activity in said area and promptly notify the OWNER who shall proceed as set forth above. Unless otherwise specifically provided in ATTACHMENT A, the services to be provided by CONSULTANT do not include identification of asbestos or pollution, including soil contamination and CONSULTANT has no duty to identify or attempt to identify the same in the project area.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project and such auditing services as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction contract.
 10. Provide such inspection services (except to the extent provided otherwise in ATTACHMENT A) as OWNER may require to ascertain that Contractor (s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
 11. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the Project.
 12. Provide written notice to CONSULTANT when the project has been financially closed-out by FAA.
 13. Provide other services, materials, or data as may be set forth in ATTACHMENT A.
- B. CONSULTANT shall be entitled to rely on the accuracy and completeness of information or services furnished by the OWNER. If CONSULTANT finds that any information or services furnished by the OWNER is in error or is inadequate for its purpose, CONSULTANT shall promptly notify the OWNER.

ARTICLE 10. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and

maintenance costs provided for in ATTACHMENT A, a part hereof, are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgement as an experienced and qualified design professional. It is recognized, however, that CONSULTANT does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and that any evaluation of any facility to be constructed or reacquired, or work to be performed on the basis of CONSULTANT'S cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, CONSULTANT cannot and does not guarantee that proposals, bids, or actual costs will not substantially vary from opinions, evaluations or studies submitted by CONSULTANT to OWNER hereunder.

ARTICLE 11. CONSTRUCTION PHASE SERVICES

OWNER acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with approval of shop drawings and same submittals, and (4) as a result of and in response to CONSULTANT'S detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. OWNER agrees that if CONSULTANT is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, CONSULTANT will not be responsible for, and OWNER shall indemnify and hold CONSULTANT (and CONSULTANT'S professional associates and consultants) harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by OWNER or others. Nothing contained in this paragraph shall be construed to release CONSULTANT (or CONSULTANT'S professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which CONSULTANT has undertaken or assumed under this Agreement.

ARTICLE 12. INSURANCE

CONSULTANT shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims for damages against it because of injury to or destruction of property including loss of use resulting therefrom.

Also, CONSULTANT shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which CONSULTANT is legally liable. However, CONSULTANT hereby states and the OWNER acknowledges, that CONSULTANT has no professional liability (errors and omissions) or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, modification, removal or disposal of (1) pollutants or of (2) products, materials or processes containing asbestos. Pollutants herein under (1) above meaning any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Accordingly, the OWNER hereby agrees to bring no claim for non-negligent services, breach of contract, or other cause of action against CONSULTANT, its

principals, employees, agents and consultants if such claim in any way arises out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants, or the investigation of or remedial work related to such pollutants or asbestos in the project. Certificates of insurance will be provided to the OWNER upon request.

ARTICLE 13. INDEPENDENT CONTRACTOR

The CONSULTANT in performance of work hereunder operates as an independent contractor and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer or employee of the OWNER by reason hereof, and that it will not by reason hereby, make any claim, demand or shall it apply for any right or privilege applicable to an officer or employee of the OWNER, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

ARTICLE 14. FEDERAL AND STATE PARTICIPATION

Work performed under this Agreement may be financed in part by State and Federal funds. However, payments to CONSULTANT will be made by the OWNER.

The State of Minnesota and the United States are not parties to this Contract and no reference herein to the Mn/DOT, Office of Aeronautics, and to the FAA or any representatives thereof makes the State of Minnesota or the United States a party to the Contract.

ARTICLE 15. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or legal entity has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability or in its discretion to deduct from payment to CONSULTANT the full amount of each commission, percentages, brokerage, or contingent fee.

ARTICLE 16. FEDERAL CONTRACT CLAUSES

If this Agreement is to be financed in part by Federal funds, certain federally-required, contract clauses must be incorporated. These federally-required, contract clauses, included as ATTACHMENT C, are hereby incorporated herein and made a part of this Agreement. The ATTACHMENT C incorporated is for Non-Construction Contract of (check as appropriate):

- \$10,000 or less
- \$10,001 to \$25,000
- \$25,001 to \$100,000 or
- \$100,001 and over

The term "contractor" as used in said ATTACHMENT is understood to mean CONSULTANT.

ARTICLE 17. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom CONSULTANT performs work hereunder, shall not be assigned, sublet or transferred without written consent of the OWNER.

ARTICLE 18. NOTICES

All notices required by law or by this Agreement to be given to the CONSULTANT must be written and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to CONSULTANT at such premises and at the following address:

Short Elliott Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, Minnesota 55110

All notices required or permitted to be given to the OWNER hereunder shall be given by United States mail, postage prepaid, and addressed to:

City Engineer
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662

Notice shall be deemed given as of the date said notice is deposited in the mail or personally delivered.

The parties must notify each other promptly in the event of a change in name or address.

ARTICLE 19. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 20. SPECIAL CONDITIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

City of Grand Rapids, Minnesota

OWNER

Short Elliott Hendrickson Inc.

CONSULTANT

By _____

By _____

Attest _____

By _____

Attachments: A, B, C

ATTACHMENT A

PROPOSAL FOR ENGINEERING SERVICES

GRAND RAPIDS – ITASCA COUNTY AIRPORT (GPZ)

Runway 16/34 Reconstruction

Scope of Work

(Engineer’s Design Report, Final Design, Plans and Specifications)

General – Runway 16/34 is the primary runway at Grand Rapids – Itasca County Airport and is approximately 5,756 feet in length and 100 feet wide. The existing bituminous pavement has been in place for more than 20 years and recent surface condition assessments conducted have indicated that it is reaching the end of its useful life. Additionally, the airfield electrical and lighting systems are of a similar age and in need of replacement.

Specific work items include reconstruction of the pavements identified as RY1634-001, 002, and 003 and taxiway connectors CTA-001, CTA1-001, CT2-001, CTA2-002, and portions of PTA004. The naming convention for these pavements is included in the 2016 Pavement Condition Report for Grand Rapids-Itasca County Airport, created by Applied Research Associates, Inc. In 2016, the runway is generally shown as “good,” however the report recommended rehabilitation within a five-year period.

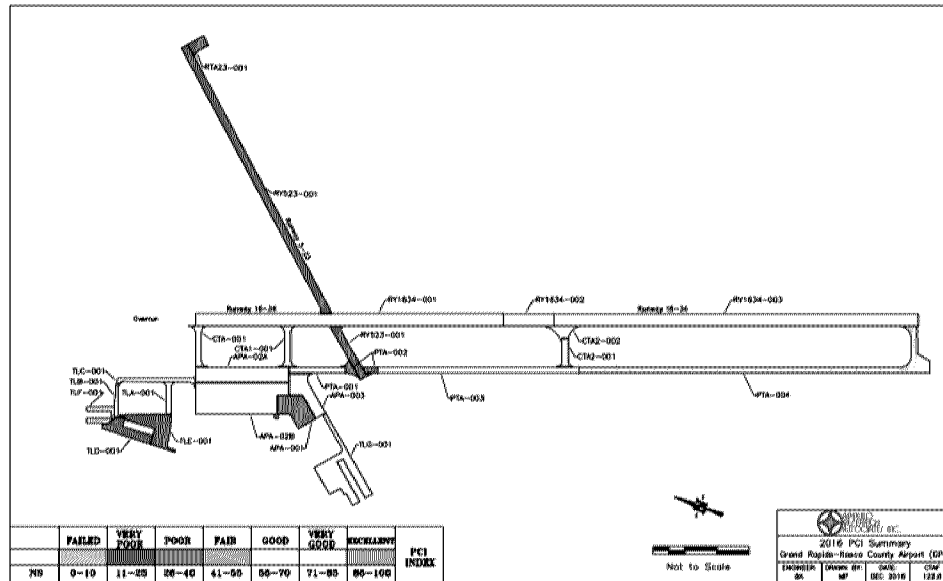


Figure 4. 2016 Pavement Condition Index Rating at Grand Rapids-Itasca County Airport (GPZ).

The reconstruction technique will either include reclamation of existing material according to FAA specification P-207, grading, and compaction, with subsequent paving of P401 bituminous material, or replacement of bituminous material with P401. The airfield edge lighting, threshold lighting, precision approach path indicators (PAPIs), and runway end identifier lighting system (REILs) for Runway 16 will also be replaced.

One additional component of the project includes relocation of a gravel road at the southeast end of Runway 34. The gravel road is currently within protected runway end

airspace surfaces and requires relocation away from the runway in order to be in compliance with FAA runway design standards.

This work scope includes the preliminary design, engineer's design report, final design, plans and specifications development, and bidding. (Construction observation, administration, and closeout are excluded.)

The project schedule includes design in 2020 with a bidding period and bid opening in early summer of 2020. Construction is anticipated to occur in 2021.

Project Deliverables – The project deliverables of this scope include the following:

1. Project formulation and environmental review
2. Topographic survey
3. Soil borings and geotechnical report
4. Engineer's Design Report for Runway 16/34 Reconstruction
5. Plan drawings for Runway 16/34 Reconstruction
6. Construction bidding documents for Runway 16/34 Reconstruction
7. FAA construction plans and specifications review
8. Bidding services
9. Project management

This work scope includes:

Work Element 1: Project Formulation

Task 1.1 – Scoping, Review, and Coordination – Short Elliott Hendrickson (SEH and/or Consultant) will coordinate with the City of Grand Rapids and Itasca County (GPZ) (sponsor) to develop the appropriate scope of work. Additional coordination will include task definition and establishment of project goals and objectives. The scope of work will be presented to FAA and MnDOT Office of Aeronautics for review, and will be updated based on input received.

Task 1.2 – Project Formulation – SEH will complete the project and grant pre-application documentation, environmental review submittals, cost breakdowns and eligibility determinations for the approved scope of work.

Work Element 2: Topographic Survey

Task 2.1 – Topographic Survey – SEH will complete a comprehensive field survey of topography along Runway 16/34 and connectors to Runway 16/34, as well as the runway safety area (RSA) and drainage areas. The survey will be two separate surveys – one in the winter months to survey pavement areas not impacted by snow, and the second in the spring once the snow is gone to verify the pavement edges and adjacent RSA. The area surrounding the relocated road off of Runway 34 will also be surveyed.

Work Element 3: Soil Borings and Geotechnical Report

Task 3.1 Soil Borings and Geotechnical Report – This task includes collection of pavement cores and soil borings over the length of Runway 16/34, as well as taxiway pavements within the RSA for Runway 16/34. The work will be performed by the geotechnical subconsultant with an SEH representative on site for escorting purposes.

The cores and underlying material will be evaluated for confirmation of existing pavement section, as well as completion of the necessary material

testing to develop a preliminary flexible pavement typical section design. Based on the pavement condition and results of the geotechnical analysis, a proposed scope of work will be recommended. It is anticipated that the runway will have differing pavement sections, and may not require the same reconstruction method for the full length of the runway.

Work Element 4: Engineer's Design Report

- Task 4.1 – General Scope of Work** – SEH will develop a brief narrative of the work scope, delineation of eligible/ineligible work items, any unique or unusual situations, and historical background on the proposed project.
- Task 4.2 – Photographs** – SEH will coordinate with GPZ staff to capture photographs of representative areas of existing site conditions of the pavement. The photographs will be included within the report.
- Task 4.3 – Applicable AIP Standards** – All applicable AIP standards will be referenced in the report by FAA Advisory Circulars. Specific values for design standards as required for Runway 16/34 will be displayed in table format for airplane design group, approach category, runway safety area and object free area dimensions, geometric values and surface gradients.
- Task 4.4 – Airport Operational Safety Considerations** – SEH will develop a preliminary Construction Safety and Phasing Plan (CSPP) to evaluate proposed phasing and sequencing, construction limits, haul routes, contractor staging areas, and anticipated impacts to airport users. All airport facilities, including approach procedures and navigational aids, will be evaluated for potential impacts due to construction.
- Task 4.5 Pavement Design** – SEH will utilize the geotechnical evaluation and report, including pavement cores and soil borings obtained during preliminary design, to evaluate the current pavement condition and underlying soils. The resulting pavement evaluation and identification of soil characteristics will be used with the fleet mix to develop a proposed pavement design and alternatives. (FAARFIELD program results and FAA Form 5100-1 will be included as part of the report.) Existing pavement removal/reuse options will be explored, as well as base and subgrade conditions and proposed modifications.
- In addition, the master plan identified the design aircraft for pavement design. GPZ will provide operations data for historical operations and will facilitate discussions with airport tenants and users pertaining to projected future operations.
- Task 4.6 – Drainage Design** – SEH will evaluate the existing drainage and subsurface drainage systems. Delineation of the drainage area and stormwater runoff calculations will be determined to confirm current drainage and stormwater treatment features.
- Task 4.7 – Airfield Lighting and Signage** – The SEH design team will confirm information obtained during the master plan concerning the existing airfield lighting, including all runway lighting and associated conduit and cable, home runs, and vault components for Runway 16/34. A sketch will be provided for proposed signage improvements. *(For detailed scope of services for Task 4.7, refer to Barr Engineering's scope for electrical improvements.)*

- Task 4.8 – Navigational Aids** – It is anticipated the runway will be closed for construction, and navigational aids will be unavailable during the project. All affected navigational aids and ownership will be included in the report in table format, together with any potential impacts expected as part of the Runway 16/34 construction. It is anticipated that reimbursable agreements will not be necessary for this project and this will be explored and confirmed as part of the design report. *(For detailed scope of services for Task 4.8, refer to Barr Engineering's scope for electrical improvements.)*
- Task 4.9 – Pavement Marking** – SEH will develop a preliminary pavement marking plan and details to be included as part of the report.
- Task 4.10 – Environmental Considerations** – SEH will complete a request for environmental Categorical Exclusion (CATEX) for the Runway 16/34 project. Preliminary work required for the CATEX includes delineation of wetland areas near the Runway 34 end associated with the gravel road relocation required to remove the road from protected airspace.
- SEH will also identify necessary permits, including but not limited to NPDES and developing a Stormwater Pollution Prevention Plan (SWPPP) in concert with preliminary erosion control plans.
- Task 4.11 – Existing Utilities** – SEH will develop a drawing that identifies and delineates existing underground utilities in and adjacent to the area of the Runway 16/34 Reconstruction.
- Task 4.12 – Miscellaneous Work Items** – SEH will provide a narrative to address other work components of the project, such as turf establishment, site access, and other related work items.
- Task 4.13 – Life Cycle Cost Analysis** – SEH will confirm the recommendation to utilize bituminous pavement by completing a Life Cycle Cost Analysis to compare pavement design utilizing both flexible and rigid pavements. The Life Cycle Cost Analysis process and results will be included in the report.
- Task 4.14 – Modification to AIP Design Standards** – No modifications to design standards are anticipated, but this task will explore all preliminary design to confirm that no modifications to design standards will be requested. Within this section, the relocation of the gravel road off the end of Runway 34 will be discussed, together with the proposed action to meet FAA standards
- Task 4.15 – AIP Non-eligible Work Items** – Any potential non-eligible work items will be identified. If non-eligible work items are identified, the process for separating these work components from eligible components will be addressed.
- Task 4.16 – Disadvantaged Business Enterprise (DBE)** – The current status of the Sponsor's DBE program will be established, together with project goals for the Runway 16/34 Reconstruction project.
- Task 4.17 – Project Schedule** – SEH will develop a schedule and associated chart to identify the project schedule specific to the Runway 16/34 reconstruction, and milestones during the design and bidding process.
- Task 4.18 – Engineer's Estimate of Probable Cost** – SEH to provide an itemized summary of the engineer's estimate of probable construction costs. Any ineligible work components will be called out separately.
- Task 4.19 – Preliminary Project Budget** – SEH will develop a preliminary project budget that will include anticipated engineering costs, construction costs, and

administrative costs. Potential funding sources and prorations will also be included.

Work Element 5: Plan Drawings for Runway 16/34 Reconstruction

Final design and plan drawings for Runway 16/34 Reconstruction, will be prepared in accordance with federal and state guidelines. FAA Advisory Circular (AC) 150/5300-13A, *Airport Design*, will be utilized in the development of the plan set. Other applicable ACs, FAA Orders, Regulations and Policy Memorandums will be used as needed. Specific tasks included with this work element include:

Task 5.1 – Environmental Coordination and Permits – SEH will refine the draft Stormwater Pollution Prevention Plan (SWPPP) and erosion control plans completed as part of the Engineer’s Design Report. Additionally, the scope of work includes completion and/or coordination of the following permits:

- MPCA NPDES permit application

Task 5.2 – Construction Safety and Phasing Plan Development – SEH will refine and update the preliminary CSPP that was developed as part of the Engineer’s Design Report. SEH will meet with GPZ staff, airfield tenants and users to evaluate potential risks and determine appropriate mitigation tactics. The preliminary CSPP will be enhanced to determine final phasing and sequencing, construction limits, haul routes, contractor staging areas, and anticipated impacts to airport users and airfield facilities. A final CSPP will be uploaded for FAA airspace review.

Task 5.3 – Detailed Final Design – Detailed final design to include establishment of final plan/profile, surface and subsurface drainage design and other related project elements. Final design will also include plan/profile and grading for the relocated gravel road off the end of Runway 34. Electrical final design will be related to edge lighting, taxiway lighting, navigational aids and associated components. *(For detailed scope of services for Task 5.3, refer to Barr Engineering’s scope for electrical improvements.)*

Task 5.4 – Construction Plan Sheets – Specific plan sheets to be developed and included in the plan set are as follows:

- Title Sheet
- Construction Safety Plan
- Construction Phasing Plan
- Construction Signage Plan
- Statement of Estimated Quantities
- Details and Construction Notes
- Utility Locations Plan
- Typical Section(s)
- Removal Plan
- Erosion Control Plan and Details
- Topography and Plan/Profile drawings for new pavement
- Plan/profile and grading for relocated gravel road
- Alignment Plan
- Bituminous Pavement Jointing Plan , Sawcut Grooving Plan, and Details
- Pavement Marking Plan and Details
- Standard Plates
- Cross Sections

- Electrical Layout and Details

Task 5.5 – Quality Control Site Visit – SEH will conduct a quality control site visit during final design to verify base maps, utility locations, light locations, grades, and other relevant site features to ensure conformance to bidding documents.

Work Element 6: Construction Bidding Documents for Runway 16/34 Reconstruction

Elements of the Construction Bidding Documents will be prepared in accordance with FAA Advisory Circulars (AC) 150/5300-13A, *Airport Design* and other applicable AC's, Orders, Regulations and Policy Memorandums. Specific tasks included with this work element include:

Task 6.1 – Construction Bidding Documents – A bid proposal project manual will be prepared that will consist of a table of contents, advertisement for bids, proposal documents, schedule of prices, State and Federal requirements, wage rates, technical specifications and special provisions.

Task 6.2 – Construction Management Plan – A Construction Management Plan (CMP) and reporting program will be prepared per FAA guidelines.

Task 6.3 – Quantity Calculations and Final Engineer's Estimate –This task includes finalization of quantities associated with the project for use in the bid package. A final engineer's estimate using these quantities is also included.

Task 6.4 – Quality Control Reviews –This task includes quality control reviews of the project plans and specifications, quantity determinations and construction cost estimates. An on-site plan review with GPZ staff is included.

Work Element 7: FAA Construction Plans and Specifications Full Review

Task 7.1 – FAA Coordination – SEH will coordinate with the FAA on submitting a 90% complete set of construction plans and specifications for FAA review.

Task 7.2 – Completion of Appendix 3, "Full Review Guide" – SEH will complete Appendix 3 "Construction Plans and Specifications "Full Review Guide" and submit the document with the 90% plans and specifications

Task 7.3 – Review and Address FAA Comments – SEH will review and address all FAA comments on the plans and specifications and develop documentation to track any comments received and how those comments were addressed.

Work Element 8: Bidding Services

Bidding Services include the following tasks:

Task 8.1 – Pre-Bid Meeting – SEH will schedule, plan, attend, and lead a pre-bid meeting on site to allow prospective bidders the opportunity to become familiar with the project site, work scope, conditions, and schedule.

Task 8.2 – Bidding and Award – Respond to questions from prospective bidders and issue addenda as needed. Assist the sponsor with obtaining construction bids for project, including arranging for bid advertisement, attending the bid opening and tabulating bid results. Provide a

recommendation of award of contractor to the Sponsor and assist with requesting an FAA and State grant for the project.

Work Element 9: Project Management – This task includes the overall project management of Work Elements 1 through 8 noted above. Project Management includes administration of the project, design team meetings, agency and Sponsor meetings, airfield user and tenant outreach meetings, and related project administration tasks.

Task 9.1 – Design Team Meetings –This task includes weekly meetings by the design team to discuss project elements, schedule, issues, and provide coordination between team members.

Task 9.2 – Agency Meetings –This task includes monthly meetings by the design team, MnDOT Office of Aeronautics, FAA ADO, GPZ staff, and other individuals and agencies as needed, to discuss the project design development, schedule, and any other related items.

Task 9.3 – Public Involvement Meetings and Notifications – This task includes specific meetings with airfield businesses, airfield tenants, terminal tenants, City and/or County meetings, and other critical stakeholders to provide updates on the status of the project and address any issues or concerns. This task also includes coordination with MnDOT regarding the project schedule, any impacts to MnDOT owned equipment, and other coordination items. Project mailing and notifications will be sent out to the stakeholders.

Task 9.4 – Overall Project Management –This task includes project coordination and administration, including Sponsor and agency communication, internal meetings, subconsultant oversight, progress reports, budget updates and monthly invoices.

Sub consultants:

1. Barr Engineering, Bloomington, Minnesota will be completing the airfield electrical and lighting design.
2. Braun Intertec, St. Cloud, Minnesota will complete the geotechnical investigation and report.

ATTACHMENT B
ESTIMATED FEES AND EXPENSES
RUNWAY 16/34 RECONSTRUCTION
ENGINEER'S DESIGN REPORT, FINAL DESIGN, PLANS AND SPECIFICATIONS, and BIDDING
GRAND RAPIDS - ITASCA COUNTY AIRPORT (GPZ)
GRAND RAPIDS, MINNESOTA

Task No.	Task Description	Principal	Project Manager	Project Engineer	Aviation Planner	Senior Technician	Survey Crew Chief	Instrument Operator	Wetland Scientist	Admin Technician
Project Formulation										
1.1	Scoping, Review, and Coordination	8	8	12	4				2	2
1.2	Project Formulation	4	8	16	4				4	2
Topographic Survey										
2.1	Topographic Survey			4		8	38	32		
Geotechnical Investigation										
3.1	Soil Borings and Geotechnical Report		4	24						
Engineer's Design Report										
4.1	General Scope of Work		2	2						
4.2	Photographs			1						
4.3	Applicable AIP Standards			1						
4.4	Airport Operational Safety Considerations		2	4		4				
4.5	Pavement Design		2	8	2					
4.6	Drainage Design		4	8		2				
4.7	Airfield Lighting and Signage		2	2		8				
4.8	Navigational Aids		2	2						
4.9	Pavement Marking			2		4				
4.10	Environmental Considerations		2	2	8				12	
4.11	Existing Utilities			2		4				
4.12	Miscellaneous Work Items			2						
4.13	Life Cycle Cost Analysis		2	8						
4.14	Modification to AIP Design Standards			1						
4.15	AIP Non-eligible Work Items			1						
4.16	Disadvantaged Business Enterprise (DBE)				16					
4.17	Project Schedule		2	4						
4.18	Engineer's Estimate of Probable Cost		2	8						
4.19	Preliminary Project Budget		2	4						
Plan Drawings for Runway 16/34 Reconstruction										
5.1	Environmental Coordination and Permits		2	4	8				8	2
	MPCA NPDES/SWPPP Permit		2	16		4			4	2
5.2	Construction Safety and Phasing Plan		4	8	4	16				
5.3	Detailed Final Design	4	16	60	8					
5.4	Construction Plan Sheets									
	Title Sheet					2				
	Construction Safety Plan	2	2	8	4	16				
	Construction Phasing Plans		2	4		8				
	Construction Signage Plan		2	4		8				
	Statement of Estimated Quantities			4		8				
	Details and Construction Notes			4		8				
	Utility Locations Plan			2		8				
	Typical Section(s)		2	4		8				
	Removal Plan		2	4		16				
	Erosion Control Plan and Details		2	8		16			4	
	Topography and Plan/Profile Drawings	2	4	16		40				
	Plan/Profile and Grading for Relocated Road		4	16		24				
	Alignment Plan			2		4				
	Bituminous Jointing Plan and Details			2		4				
	Pavement Marking Plan and Details		2	4		16				
	Standard Plates					4				
	Cross Sections			4		16				
	Electrical Layout and Details		2	8		40				
5.5	Quality Control Site Visit		12	12						
Construction Bidding Documents for Runway 16/34 Reconstruction										
6.1	Construction Bidding Documents	2	8	40						8
6.2	Construction Management Plan (CMP)		4	12						2
6.3	Quantity Calculations and Final Engineer's Estimate		4	8		4				2
6.4	Quality Control Reviews	8	16							
FAA Construction Plans and Specifications Full Review										
7.1	FAA Coordination	8	8	8						
7.2	Completion of Appendix 3		2	8						
7.3	Review and Address FAA Comments	2	4	16		8				2
Bidding Services										
8.1	Pre-Bid Meeting	2	8	16		8				
8.2	Bidding and Award	2	8	16		4				4
Project Management										
9.1	Design Team Meetings	6	12	12	6	12			6	2
9.2	Agency Meetings	4	8	8	8					2
9.3	Public Involvement Meetings and Notifications	4	8	24	16					2
9.4	Overall Project Management	24	24							2
Total hours per labor category		82	218	480	88	332	38	32	40	34

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal	82	\$76.51	\$6,273.82
Project Manager	218	\$65.78	\$14,340.04
Project Engineer	480	\$37.52	\$18,009.60
Aviation Planner	88	\$65.78	\$5,788.64
Senior Technician	332	\$40.05	\$13,296.60
Survey Crew Chief	38	\$36.78	\$1,396.88
Instrument Operator	32	\$32.00	\$1,024.00
Wetland Scientist	40	\$29.44	\$1,177.60
Admin Technician	34	\$29.15	\$991.10
Total Direct Labor Costs:	1,344		\$62,298.28
Direct Salary Costs plus Overhead (72%)			\$107,153.04
Total Labor Costs			\$169,451.32
Fixed Fee on Labor Costs (15%)			\$25,417.70

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Electrical Engineering (Airfield Lighting) - Subconsultant	1	\$23,800.00	\$23,800.00
Geotechnical Engineering - Subconsultant	1	\$16,880.00	\$16,880.00
Computer Charge	1,344	\$3.00	\$4,032.00
Employee Mileage	2,200	\$0.57	\$1,254.00
Survey Equipment	24	\$45.00	\$1,080.00
Reproductions / Miscellaneous	1	\$1,000.00	\$1,000.00
Total Expenses			\$47,846.00

SUMMARY:

Total Labor Costs + Expenses + Fixed Fee	\$242,715.02
Estimated Total	\$242,700.00

ATTACHMENT C

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Title VI Solicitation Notice:

The **Sponsor**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be

notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

A1.1.1 RACE/GENDER NEUTRAL LANGUAGE

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- a) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) The applicant represents that it is () is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold

Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



January 24, 2020

RE: Grand Rapids/Itasca County Airport
Independent Fee Estimate

Mr. Matt Wegwerth
City of Grand Rapids
420 North Pokegama Ave
Grand Rapids, MN 55744

Dear Mr. Wegwerth,

Enclosed is our Independent Fee Estimate of the Engineer's Design Report, Final Design, Plans and Specifications and Bidding for Reconstruction of Runway 16-34. The estimate is for the AIP eligible portions of the project based on information provided by the City of Grand Rapids and our knowledge of the effort needed to complete the scope of work.

The attached spreadsheet shows estimates of hours per task and professional fees. We are estimating 1,389 hours for the project and a total cost of \$256,800.00. This is 7.3% of the estimated construction cost. I would expect for a project of this size and complexity would have engineering fees in the range of \$231,000 to \$282,000.

If you have questions or wish to discuss the estimate, please contact me at 605.782.8128 or at eric.hanson@hdrinc.com. Thank you for the opportunity to prepare the estimate.

Sincerely,

HDR Engineering Inc.

A handwritten signature in black ink, appearing to read 'Eric Hanson', followed by a horizontal line.

Eric Hanson, PE
enclosure

ATTACHMENT B
ESTIMATED FEES AND EXPENSES
RUNWAY 16/34 RECONSTRUCTION
ENGINEER'S DESIGN REPORT, FINAL DESIGN, PLANS AND SPECIFICATIONS, and BIDDING
GRAND RAPIDS - ITASCA COUNTY AIRPORT (GPZ)
GRAND RAPIDS, MINNESOTA

Task No.	Task Description	Principal	Project Manager	Project Engineer	Aviation Planner	Senior Technician	Survey Crew Chief	Instrument Operator	Wetland Scientist	Admin Technician
Project Formulation										
1.1	Scoping, Review, and Coordination	4	4		4					
1.2	Project Formulation	2	2	8	8					
Topographic Survey										
2.1	Topographic Survey					8	24	24		
Geotechnical Investigation										
3.1	Soil Borings and Geotechnical Report			8						
Engineer's Design Report										
4.1	General Scope of Work		2	8	2					
4.2	Photographs			4						
4.3	Applicable AIP Standards		2	4	4					
4.4	Airport Operational Safety Considerations		2	8						
4.5	Pavement Design	1	2	8	2					
4.6	Drainage Design	1	2	12						
4.7	Airfield Lighting and Signage		4	12		16				
4.8	Navigational Aids		4							
4.9	Pavement Marking		2	8		16				
4.10	Environmental Considerations				8				16	
4.11	Existing Utilities		4	4		16				
4.12	Miscellaneous Work Items		8	8	8					
4.13	Life Cycle Cost Analysis		4	8						
4.14	Modification to AIP Design Standards		8	8						
4.15	AIP Non-eligible Work Items		4	8	4					
4.16	Disadvantaged Business Enterprise (DBE)	1								16
4.17	Project Schedule	1	4	8						
4.18	Engineer's Estimate of Probable Cost	2	4	8						
4.19	Preliminary Project Budget	2	4	8	4					
Plan Drawings for Runway 16/34 Reconstruction										
5.1	Environmental Coordination and Permits				4	8			8	
	<i>MPCA NPDES/SWPPP Permit</i>									
5.2	Construction Safety and Phasing Plan		8	16		16				
5.3	Detailed Final Design	8	48	80	16	120				
5.4	Construction Plan Sheets									
	<i>Title Sheet</i>		1	4		8				
	<i>Construction Safety Plan</i>		1	4		8				
	<i>Construction Phasing Plans</i>		1	4		8				
	<i>Construction Signage Plan</i>		1	4		8				
	<i>Statement of Estimated Quantities</i>		1	2		4				
	<i>Details and Construction Notes</i>		1	4		8				
	<i>Utility Locations Plan</i>		1	4		8				
	<i>Typical Section(s)</i>		1	4		8				
	<i>Removal Plan</i>		1	6		12				
	<i>Erosion Control Plan and Details</i>		1	4		8				
	<i>Topography and Plan/Profile Drawings</i>		1	8		24				
	<i>Plan/Profile and Grading for Relocated Road</i>		2	8		8				
	<i>Alignment Plan</i>		1	6		12				
	<i>Bituminous Jointing Plan and Details</i>		1	4		8				
	<i>Pavement Marking Plan and Details</i>		1	6		12				
	<i>Standard Plates</i>		1	4		8				
	<i>Cross Sections</i>		1	8		16				
	<i>Electrical Layout and Details</i>		1	8		16				
5.5	Quality Control Site Visit	8	8	8		8				
Construction Bidding Documents for Runway 16/34 Reconstruction										
6.1	Construction Bidding Documents		4	8						24
6.2	Construction Management Plan (CMP)		2	8						
6.3	Quantity Calculations and Final Engineer's Estimate		4	8		8				
6.4	Quality Control Reviews	8	8	8		8				
FAA Construction Plans and Specifications Full Review										
7.1	FAA Coordination		4	4						
7.2	Completion of Appendix 3		4	4						
7.3	Review and Address FAA Comments		4	8		8				
Bidding Services										
8.1	Pre-Bid Meeting		8	8	8					
8.2	Bidding and Award		12							
Project Management										
9.1	Design Team Meetings	8	8	8	8	8	2	2	4	
9.2	Agency Meetings	6	6	6	6					
9.3	Public Involvement Meetings and Notifications	8	8	8	8					
9.4	Overall Project Management	16	40							
Total hours per labor category		76	261	414	94	424	26	26	28	40

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal	76	\$94.00	\$7,144.00
Project Manager	261	\$68.00	\$17,748.00
Project Engineer	414	\$45.00	\$18,630.00
Aviation Planner	94	\$50.00	\$4,700.00
Senior Technician	424	\$38.00	\$16,112.00
Survey Crew Chief	26	\$40.00	\$1,040.00
Instrument Operator	26	\$35.00	\$910.00
Wetland Scientist	28	\$30.00	\$840.00
Admin Technician	40	\$22.00	\$880.00
Total Direct Labor Costs:	1,389		\$68,004.00
Direct Salary Costs plus Overhead (72%)			\$116,966.88
Total Labor Costs			\$184,970.88
Fixed Fee on Labor Costs (15%)			\$27,745.63

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Electrical Engineering (Airfield Lighting) - Subconsultant	1	\$23,800.00	\$23,800.00
Geotechnical Engineering - Subconsultant	1	\$16,680.00	\$16,680.00
Employee Mileage	2,500	\$0.57	\$1,425.00
Survey Equipment	24	\$50.00	\$1,200.00
Reproductions / Miscellaneous	1	\$1,000.00	\$1,000.00
Total Expenses			\$44,105.00

SUMMARY:

Total Labor Costs + Expenses + Fixed Fee	\$256,821.51
Estimated Total	\$256,800.00



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-0920 **Version:** 1 **Name:** Budgeted Operating Transfers-DACF & Cen School
Type: Agenda Item **Status:** Consent Agenda
File created: 1/29/2020 **In control:** City Council
On agenda: 2/10/2020 **Final action:**
Title: Consider adopting a resolution approving budgeted transfers from the General Fund to the Special Revenue Funds-Domestic Animal Control Facility and Central School.

Sponsors:

Indexes:

Code sections:

Attachments: [2019 Op tsfr Central School DACF](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution approving budgeted transfers from the General Fund to the Special Revenue Funds-Domestic Animal Control Facility and Central School.

Background Information:

The City Council adopted the 2019 budget on December 17, 2018. The budget included an operating transfer in the amount of \$30,217 from the General Fund to the Special Revenue Fund-Domestic Animal Control Facility. Our actual expenditures were less than budgeted, so the required operating transfer is \$25,677. The budget also included an operating transfer in the amount of \$44,230 from the General Fund to the Special Revenue Fund-Central School.

Staff Recommendation:

Staff recommends adopting a resolution approving budgeted transfers from the General Fund to the Special Revenue Funds-Domestic Animal Control Facility and Central School.

Requested City Council Action

Make a motion adopting a resolution approving budgeted transfers from the General Fund to the Special Revenue Funds-Domestic Animal Control Facility in the amount of \$25,677 and transfer from the General Fund to the Special Revenue Fund-Central School in the amount of \$44,230 as of December 31, 2019.

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

RESOLUTION NO. 20-

A RESOLUTION AUTHORIZING THE FOLLOWING BUDGETED OPERATING TRANSFERS FROM THE GENERAL FUND TO THE SPECIAL REVENUE FUND- DOMESTIC ANIMAL CONTROL FACILITY IN THE AMOUNT OF \$25,677 AND A TRANSFER FROM THE GENERAL FUND TO SPECIAL REVENUE FUND-CENTRAL SCHOOL IN THE AMOUNT OF \$44,230 AS OF DECEMBER 31, 2019

WHEREAS, on December 17, 2018, the Grand Rapids City Council approved the 2019 budget that included the following transfers:

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes the following budgeted operating transfers as of December 31, 2019:

\$25,677	from the General Fund to the Special Revenue Fund- Domestic Animal Control Facility, and
\$44,230	from the General Fund to the Special Revenue Fund-Central School

Adopted this 10th day of February 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: None, whereby the resolution was declared duly passed and adopted.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-0923 **Version:** 1 **Name:** Election Judge Appointments
Type: Agenda Item **Status:** Consent Agenda
File created: 1/31/2020 **In control:** City Council
On agenda: 2/10/2020 **Final action:**
Title: Consider adopting a resolution appointing Election Judges for 2020 Elections.
Sponsors:
Indexes:
Code sections:
Attachments: [20- - Election Judges](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution appointing Election Judges for 2020 Elections.

Background Information:

In 2020, there are three Elections, March 3, August 11 and November 3, 2020. We need Election judges to serve four precincts in Grand Rapids.

Staff Recommendation:

Approve list of Election Judges as presented.

Requested City Council Action

Make a motion adopting a resolution appointing election judges for the 2020 Elections.

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 20-

A RESOLUTION APPOINTING ELECTION JUDGES FOR THE PRESIDENTIAL NOMINATING PRIMARY ELECTION ON MARCH 3, 2020, THE PRIMARY ELECTION OF AUGUST 11, 2020 AND THE GENERAL ELECTION OF NOVEMBER 3, 2020.

WHEREAS, a Presidential Nominating Primary Election will be held on March 3, 2020; and

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 for the regular Primary on August 11, 2020 and the General Election on November 3, 2020; and

WHEREAS, the State of Minnesota will reimburse the City of Grand Rapids for election judge expenses associated with the Presidential Nominating Primary.

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

Precinct #1 – Grand Rapids Library

Cindy Eckert, Head Judge
James Nardone
Edward Duke
Jim Olson
David Lorenz
Brittany Bluhm
Eric Goslovich

Precinct #2 – Civic Center – Upper Level

Scotty Puglisi, Head Judge
Karen Karls
Jane Todd
Donna Waech
Laurie Hallila
David Hagman

Precinct #3 – Civic Center-Upper Level

Catherine McLynn, Head Judge
Pam Casio
Kathy Krook
Barb Nalan
Andrea Sanborn
Vicki Lorenz
Angelina Jensen

Precinct #4 – Zion Lutheran Church

Jim Martinetto, Head Judge
Colleen Nardone, Head Judge
Michael Eckert
Sheila Brogger
Betty Denzel
Mona Karkela
Diane Palmi
Karen Cameron

Adopted this 10th day of February , 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 #:	20-0924	Version:	1	Name:	Designation of law firm to perform labor and employment legal services for the City of Grand Rapids.
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	2/3/2020	In control:		In control:	City Council
On agenda:	2/10/2020	Final action:		Final action:	
Title:	Consider the designation of law firm to perform labor and employment legal services for the City of Grand Rapids.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Madden Galanter Hansen LLP contract				

Date	Ver.	Action By	Action	Result
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Consider the designation of law firm to perform labor and employment legal services for the City of Grand Rapids.

Background Information:

The City of Grand Rapids has been utilizing the law firm of Abrams and Schmidt since 2015. Mary Lee Abrams recently announced her retirement after 52 years and Tiffany Schmidt has accepted a position at the Bureau of Mediation Services. Therefore, their office closed on January 30, 2020. City Administrator Tom Pagel requested the names of labor and employment attorneys from Abrams and Schmidt prior to their office closing. They contacted three potential firms and two responded. The two law firms have agreed to offer a free consultation with the City so we can learn more about the firm and the attorneys and areas of practice. It is important to find legal counsel you can work with and have confidence in to assist us.

The firm of Madden Galanter Hansen LLP was contacted and provided a free consultation on a recent employee issue. We worked with Susan Hansen who was very helpful in assisting us with the process. As a follow-up to that phone discussion, Ms. Hansen sent a consulting services contract for our review. The terms of this Agreement shall be applicable for a period commencing January 1, 2020 through December 31, 2020. The contract may also be terminated by either party after giving thirty days written notice.

Staff Recommendation:

The review committee is recommending that the Council consider offering a contract for labor and employment legal services to Madden Galanter Hansen, LLP, Attorneys at Law (see attached proposed contract). This recommendation is based upon the firm's fit, cost of service, and experience.

Requested City Council Action

Consider authorizing the Mayor, on behalf of the City, to enter into the attached legal services contract with Madden Galanter Hansen, LLP for labor and employment legal services.



MADDEN GALANTER HANSEN
ATTORNEYS AT LAW

Frank J. Madden
Susan K. Hansen
Margaret L. Penland
Pamela R. Galanter (retired)

7760 France Avenue South, Suite 290
Bloomington, Minnesota 55435
763.545.2525 office
952.999.4789 fax
www.mgh-lawfirm.com

January 23, 2020

Ms. Lynn DeGrio
Director of Human Resources
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744

VIA Email

Re: Labor Relations Representation for the City of Grand Rapids

Dear Ms. DeGrio:

As a follow-up to our recent phone discussion, I am writing to express our interest in representing the City of Grand Rapids in labor relations matters.

Since 1978, the firm of Madden Galanter Hansen, LLP (F/K/A Frank Madden and Associates) has been focused solely on representing public employers in various employment and labor relations matters, with particular emphasis on representing cities, counties and other public sector entities. We provide representation in a variety of labor relations matters including collective bargaining and contract mediation, interest and grievance arbitration hearings, unit determination and unit clarification hearings and other administrative hearings pertaining to labor and employment law matters.

We also represent both large and small public employers throughout the State of Minnesota. Some of our clients include the counties of Blue Earth, Brown, Carver, Dakota, Goodhue, Isanti, Olmsted, Scott, St. Louis, Waseca and Wright and the cities of Bloomington, Chanhassen, Chaska, Crystal, Granite Falls, Jackson, Kasson, Mankato, Maplewood, Marshall, Minnetonka, Mound, North Mankato, Rochester, Rogers, St. Bonifacius, Stillwater and Zumbrota.

We propose a fee of \$170.00 per hour representing the City of Grand Rapids in labor relations matters. For interest arbitration and grievance arbitration, we propose an hourly rate of \$180.00 per hour. Enclosed for your review is our Consulting Services Contract.

We would appreciate the opportunity to represent the City of Grand Rapids and we look forward to hearing from you.

Very truly yours,


Susan K. Hansen

SKH: elm
Enclosure

CONSULTING SERVICES CONTRACT

This Agreement, by and between the City of Grand Rapids, hereinafter referred to as “City” and Madden Galanter Hansen, LLP, Attorneys at Law, 7760 France Avenue South, Suite 290, Bloomington, Minnesota 55435-5834, hereinafter referred to as “Consultant.”

RECITALS

WHEREAS, the City is required under the Minnesota Public Employment Labor Relations Act (PELRA) to undertake the negotiations of contracts with employees represented by exclusive representatives (unions); and

WHEREAS, the City has determined that retaining a consultant to assist in its negotiations with the unions best fulfills its obligations with respect to labor negotiations.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements contained within the Contract, the City and the Consultant agree as follows:

A. Scope of Services

1. Representation, with the labor negotiating team, in labor negotiations as chief management negotiator including:
 - a. Analysis of existing contract language and administration problems;
 - b. Preparation of management negotiations strategy;
 - c. Management spokesperson for “at the table” labor negotiations;
 - d. Preparation of management proposals and timely drafting of final labor bargaining agreement and finalization;
 - e. Pre-labor negotiation briefings, settlement summaries and appropriate status reports for the City Board information and action as necessary or as requested.
2. Management representation in grievance matters and counseling with management staff in initial grievance steps. Handling of grievance arbitrations.
3. Representation of the City in unit determination hearings.
4. Labor relations advice and personnel matters and data practices issues with the City on an ongoing basis.

B. Consideration and Terms of Payment

1. Consideration for all services performed shall be as follows:

Providing of labor negotiation services, travel and other labor relation services, other than arbitration, administrative hearing and litigation representation, billed in tenths of an hour at the rate of \$170.00 per hour. Arbitration and administrative hearing representation, if requested by the City, shall be at the rate of \$180.00 per hour. These rates are in effect through December 31, 2020.

2. Consultant will also be reimbursed for expenses, including mileage consistent with the amount set forth by the IRS per mile, photocopying charges at \$.15 per page, charges for facsimile transmissions at the rate of \$.50 per page, and reimbursement of long distance telephone charges.
3. The Consultant will submit invoices on a periodic basis to the City for payment for services performed. Payment shall be made within thirty days after receipt of invoices for services performed.

C. Changes

The City and Consultant may, from time to time, require changes in the terms of this Contract. Any such changes that are mutually agreed to by the parties shall be incorporated as written amendments to this Agreement and attached hereto.

D. Duration

The terms of this Agreement shall be applicable for a period commencing January 1, 2020 through December 31, 2020. The contract may also be terminated by either party after giving thirty days written notice.

E. Independent Contractor

It is agreed by the parties that at all times and for all purposes hereunder, that the Consultant is an independent contractor and not an employee of the City.

F. Insurance

The Consultant agrees it will defend, indemnify and hold harmless the City, its officers and employees against any and all liability, loss, costs, damages and expenses which the City, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts of omission of Consultant and out of Consultant's performance or failure to adequately perform its obligations pursuant to this Agreement.

The Consultant further agrees, in order to protect itself and the City under the indemnity provisions set forth above, the Consultant will maintain at all times general, professional,

and auto liability policies on an occurrence basis. All such policies shall provide limits not less than the tort liability limitations set forth in Minnesota Statutes Section 466.04. If applicable, the Consultant also agrees to maintain Workers Compensation insurance in the statutory amounts. Certificates of insurance showing the coverage listed here shall be during the term of this contract, have and keep in force liability insurance coverage provided to the City prior to the effective date of this contract. All policies shall provide that they shall not be canceled, materially changes, or not renewed without thirty days prior notice thereof to the City. This provision shall act as a condition subsequent; failure to abide by this provision shall be deemed as a substantial breach of contract.

G. **Data Practices**

The City shall disclose private and/or confidential data to Consultant as necessary for purposes of legal advice and consultation. Consultant agrees to abide by the applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, pertaining to privacy or confidentiality. Consultant understands that all of the data created, collected, received, stored, used, maintained or disseminated by the Consultant in performing those functions that the City would perform as a government entity, is subject to the requirements of Chapter 13 and the Consultant must comply with those requirements as if it were a government entity. This does not create a duty on the part of the Consultant to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Contract to be duly executed intending to be bound thereby.

City of Grand Rapids

Dated: _____

By: _____

Its _____

Madden Galanter Hansen, LLP

Dated: _____

By: _____

Susan K. Hansen
Its Partner



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	20-0925	Version:	1	Name:	Consider adopting a resolution accepting a Commercial Redevelopment grant from the Minnesota Department of Iron Range Resources (IRRR) for the Itasca Community College Student Center Project.
Type:	Agenda Item	Status:			Consent Agenda
File created:	2/3/2020	In control:			City Council
On agenda:	2/10/2020	Final action:			
Title:	Consider adopting a resolution accepting a Commercial Redevelopment grant from the Minnesota Department of Iron Range Resources (IRRR) for the Itasca Community College Student Center Project.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution Accepting IRRR Commercial demo grant for ICC Student Center ICC Student Center Grant Agreement Grant Agreement Exhibits				

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution accepting a Commercial Redevelopment grant from the Minnesota Department of Iron Range Resources (IRRR) for the Itasca Community College Student Center Project.

Background Information:

At the City Council's meeting on January 13th, a grant application to the IRRR Commercial Redevelopment program was authorized. The Commercial Redevelopment program funds commercial building demolition and hazardous materials abatement expenses associated with redevelopment of blighted/vacant properties. The \$175,000.00 grant request was to fund the a portion of the budgeted cost for the demolition of an existing connection between buildings and interior wall demolition to facilitate the remodeling and expansion as part of the Itasca Community College Student Center Project. The student center project involves the reconstruction of approximately 5,000 square feet of existing space in the library and media center as well as the construction of an additional 5,000 square feet near Davies Hall.

Minnesota Statutes section 465.03 requires that acceptance of grants be done through the attached resolution. The full amount of the requested grant has been awarded by IRRR, and the attached resolution authorizes execution of necessary documents, including the grant agreement.

Requested City Council Action

Make a motion adopting a resolution accepting a Commercial Redevelopment grant from the Minnesota Department of Iron Range Resources (IRRR) for the Itasca Community College Student Center Project and authorize the Mayor and City Administrators execution of necessary documents, including the grant agreement.

Councilmember _____ introduced the following resolution and moved for its adoption:

RESOLUTION NO. 20-

A RESOLUTION ACCEPTING AN \$175,000.00 GRANT FROM THE MINNESOTA DEPARTMENT OF IRON RANGE RESOURCES AND REHABILITATION (IRRR) COMMERCIAL REDEVELOPMENT PROGRAM FOR BUILDING DEMOLITION EXPENSES ASSOCIATED WITH THE ITASCA COMMUNITY COLLEGE STUDENT CENTER PROJECT

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

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

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the \$175,000.00 Commercial Redevelopment grant award from the IRRR for the demolition of an existing connection between buildings and interior wall demolition to facilitate the remodeling and expansion for the Itasca Community College Student Center Project.

BE IT FURTHER RESOLVED, that the City Council authorizes the Mayor and City Administrator to execute the grant contract

Adopted this 10th day of February, 2020.

Dale Adams, Mayor

Attest:

Kimberly 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.

**STATE OF MINNESOTA
GRANT CONTRACT**

PO ID 3000007681	PO Date January 21, 2020		Fiscal Year 2020	Grant Award \$175,000.00
Vendor ID 0000195352	Fund 2370	Fin Dept ID B4335310	Approp ID B43TCPR	Account 441352

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

Recitals

1. Under Minn. Stat. Sec. 298.22 and 298.223 and pursuant to Iron Range Resources and Rehabilitation Board Resolution No. 19-031 the State is empowered to enter into this grant.
2. As part of its mission, Iron Range Resources and Rehabilitation will grant funds for local economic development projects located within the Taconite Assistance Area defined in Minn. Stat. Sec. 273.1341. Iron Range Resources and Rehabilitation has determined that completion of this project will support those purposes.
3. The State is in need of the duties specified in Exhibit A, which is attached and incorporated into this grant contract.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn. Stat. Sec. 16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 Effective date:

January 28, 2020, or the date the State obtains all required signatures under Minn. Stat. Sec. 16B.98, Subd. 5, whichever is later. Per, Minn. Stat. Sec. 16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**

1.2 Expiration date:

June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms.

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

2 Grantee's Duties

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

(1).

3 Time

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

4 Consideration and Payment

4.1 Consideration.

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

(a) Compensation

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

(b) Travel Expenses

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

(c) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$175,000.00 and be in accordance with the breakdown of costs contained in Exhibit B.

4.2 Payment

(a) Invoices

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

(b) Unexpended Funds

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

4.3 Contracting and Bidding Requirements

(a) Per Minn. Stat. Sec. 471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

(b) For projects that include construction work, prevailing wage rates must be paid pursuant to

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

5 Conditions of Payment

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

6 Authorized Representative

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

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

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

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

7.2 Amendments

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

7.3 Waiver

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

7.4 Grant Contract Complete

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

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the

performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

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

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

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

10.2 Intellectual Property Rights

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

11 Workers Compensation

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

12 Publicity and Endorsement

12.1 Publicity

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

12.2 Endorsement

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

14.1 Termination by the State

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

14.2 Termination for Cause

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

14.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract if:

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

15 Data Disclosure

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

16 Provisions

Specifically, but without limitation, GRANTEE shall comply with and, to the extent required by law shall require its contractors and subcontractors performing work on the Project to comply with: Minn. Stat. Sec. 181.59 (Non-discrimination); Minn. Stat. Sec.116J.871 and 177.43 (Prevailing Wages); Minn. Stat. Sec. 574.26 (Payment and Performance Bonds); Minn. Stat. Sec. 363A.36 (Certificate of Compliance for private entities); and Minn. Stat. Sec.116L.66 (Job Listings for grants of \$200,000 or more to any private entity), and the American's with Disabilities Act 42 U.S.C.A. Sect. 12101.

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

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

1. STATE ENCUMBRANCE VERIFICATION

3. STATE AGENCY

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

Electronically Approved and Signed
Signed: Bob Scuffy
Title: Accounting Director
Date: January 21, 2020

Electronically Approved and Signed
By: Mark R Phillips
Title: Commissioner
Date: January 28, 2020

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative

EXHIBIT A: DUTIES

The Grantee, who is not an Agency employee, will use the Department of Iron Range Resources and Rehabilitation (Agency) monies provided to the city of Grand Rapids for internal and external demolition and asbestos abatement in buildings on the campus of Itasca Community College located at 1851 East Highway 169 in Grand Rapids.

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

REPORTING REQUIREMENTS:

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

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

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

ACKNOWLEDGEMENT:

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

EXHIBIT B: PAYMENTS

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$175,000.00. The Department of Iron Range Resources and Rehabilitation will promptly pay the Grantee after the Grantee presents itemized invoices for the services actually performed and the agency's Authorized Representatives accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: reimbursement upon submission of invoices upon completion of stages of work on the project and/or completion of the entire project done in accordance with this Agreement.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-0926 **Version:** 1 **Name:** Consider accepting notice of retirement from Lisa Flaherty, Accounting Technician/Accounts Payable.
Type: Agenda Item **Status:** Consent Agenda
File created: 2/3/2020 **In control:** City Council
On agenda: 2/10/2020 **Final action:**
Title: Consider accepting notice of retirement from Lisa Flaherty, Accounting Technician/Accounts Payable.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Consider accepting notice of retirement from Lisa Flaherty, Accounting Technician/Accounts Payable.

Background Information:

Lisa Flaherty, Accounting Technician/Accounts Payable, has submitted her notice of retirement. Lisa was hired on August 4, 1986 as an Accounts Payable Clerk, the position she currently holds, which means she's been processing City payments for the past 34 years! During the past 34 years, Lisa has experienced many changes in technology and has continually provided extremely accurate work. Over the years, Lisa has been involved in the planning of successful employee Christmas parties and has maintained a vending machine fund where the proceeds have been donated to the Second Harvest North Central Food Bank.

In her retirement letter, Lisa said *"I am excited about my upcoming retirement and I want to thank you for the opportunity to serve the citizens of Grand Rapids over the last thirty-four years in the Finance Department."*

Staff Recommendation:

City Administrator Tom Pagel, Director of Finance Barb Baird, and Human Resources Director Lynn DeGrio are recommending accepting Lisa Flaherty's notice of retirement. On behalf of the City of Grand Rapids, we would like to wish Lisa many happy retirement years.

Requested City Council Action

Make a motion to accept the notice of retirement from Lisa Flaherty, Accounting Technician/Accounts Payable, effective June 30, 2020.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-0927 **Version:** 1 **Name:** 2020 Public Art RFQ
Type: Agenda Item **Status:** Consent Agenda
File created: 2/5/2020 **In control:** City Council
On agenda: 2/10/2020 **Final action:**
Title: Consider a motion approving the RFQ's for a public sculpture and pavement art as recommended by the Arts & Culture Commission.
Sponsors:
Indexes:
Code sections:
Attachments: [2020 Grand Rapids Pavement Art RFQ](#)
[2020 Grand Rapids Sculpture RFQ GRnotes_final](#)
[1-14-20 Memo to Commission](#)
[five year implimentation plan](#)

Date	Ver.	Action By	Action	Result
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Consider a motion approving the RFQ's for a public sculpture and pavement art as recommended by the Arts & Culture Commission.

Background Information:

The Arts & Culture Commission recently completed their five-year art placement plan which is attached for reference. The commission has drafted the attached RFQ's to solicit artists who will possibly be selected and recommended to create the public art work. A memorandum from the subcommittee that made recommendations to the commission is also attached for reference.

Staff Recommendation:

The Arts & Culture Commission is recommending a motion approving the RFQ's for a public sculpture and pavement art as recommended by the Arts & Culture Commission.

Requested City Council Action

A motion approving the RFQ's for a public sculpture and pavement art as recommended by the Arts & Culture Commission.



GRAND RAPIDS, MN

CALL FOR ARTISTS

Pavement Art
Public Art Opportunity

Request for Qualifications

About Grand Rapids

Grand Rapids is a unique blend of small-town hospitality and character with big city conveniences and opportunities. Grand Rapids offers an excellent quality of life to residents of the region with outstanding educational opportunities, excellent medical care, exceptional cultural, natural, and recreational amenities, and a vibrant sense of community spirit. Grand Rapids provides residents safe, friendly, affordable housing and inclusive neighborhoods that retain and enhance nature in the City. Residents and visitors can move around the City with equal ease by car, bicycle, or walking. Grand Rapids welcomes and supports a diverse mix of thriving businesses and industries that provide quality jobs, promising careers, and economic vitality. Grand Rapids is a welcoming gateway to Minnesota's Northwoods tourism.

Grand Rapids, MN, population 10,869 (U.S. Census Bureau 2010), is located in Northeastern Minnesota on the banks of the Mississippi River and is the Itasca County seat. It's situated in the midst of numerous lakes and forests. A small city known for logging, regional services, the arts, and its Native American and settler cultures — Grand Rapids is a place of many narratives. Grand Rapids is predominately white (96.5%), with Native American (3.1%), Latino (1.2%), Black (1.1%), and Asian (.9%) racial and ethnic minorities (U.S. Census Bureau 2010). Fifteen miles west of Grand Rapids lies the eastern edge of the Leech Lake Band of Ojibwe Reservation; Native Americans are the largest racial/ethnic minority in Itasca County (4.9%).

The City's name hails from its 3.5-mile stretch of rapids now hidden by a reservoir created by a hydroelectric dam. The hydropower generated by the rapids attracted UPM-Blandin's predecessor in 1902. The Mississippi also provided an optimal means of shipping logs to southern population centers. Whereas much of the northeastern Minnesota's "Iron Range" region historically focused on mining, Grand Rapids emerged as a logging town.

Grand Rapids Arts and Culture Commission

The City Council established the Arts and Culture Commission in 2013. It currently functions as a volunteer commission, reporting to the City Council, with nine members and a City staff liaison. Commissioners are selected by the Council and serve a three-year term. The Grand Rapids Arts and Culture Commission envisions a community inspired by the power of its abundant arts and culture. They believe:

- the arts pave the way to a welcoming environment for all regardless of age, race, ethnic origin, gender or sexual orientation
- arts and culture combined with recreational opportunities define Grand Rapids as a regional creative destination for relocation, shopping, tourism and entertainment
- the arts contribute to health and well-being by creating aesthetically pleasing places to walk, bicycle, hike and play
- engagement in the arts helps vulnerable populations build confidence, cope with stress and aid with healing
- carefully planned and artistic street design contributes to a vibrant downtown and accommodates all modes of transportation, helping to make movement accessible to all
- the beauty of the natural environment of the Mississippi River, lakes and forests is a defining and valued characteristic of our community
- accessible, quality arts educational opportunities, cradle through career and on through retirement, are essential to the development of a creative community
- communities with robust arts and culture are more prosperous and attract large and small businesses, reward entrepreneurship, and provide meaningful careers to residents

The Pavement Art Project

In 2019, the Arts and Culture Commission installed *The Memory of Water* by Milligan Studio. The artists inspiration was to return the “rapids” back to the center of town. It consisted of three water sculptures located throughout downtown Grand Rapids. For more information visit:

<https://www.themilliganstudio.com/the-memory-of-water/cmjf05m7afek8w35xpdvc5pldlyhpu>

This year the Arts and Culture Commission will commission temporary pavement art that will last two to four years and will highlight storm and sanitary sewer catch basins/manholes and enhance traditional crosswalks and future curb “bump outs.” The pavement art should connect in some thematic way to the sculptures commissioned in 2019. **This Request for Qualifications is for the Pavement Art.**

The Arts and Culture Commission project will consist of pavement art with a theme of *Indigenous Peoples and Lands*. Fifteen miles west of Grand Rapids lies the sovereign nation of the Leech Lake Band of Ojibwe. The commission believes that history and public art can? should amplify and highlight the culture, voices, and stories of Native people – past, present, and future. Several signs around town use Anishinaabe language, and projects such as this will continue to strengthen the connections between citizens of Grand Rapids and of the Leech Lake reservation. **This Request for Qualifications is for the Pavement Art related to the concept of Indigenous Peoples and Lands.**

One artist will be commissioned to create the pavement art that will generally be located on 1st Avenue NE between 2nd and 3rd Street NE [see following pages for location maps].

Request for Qualifications (RFQ)

The Grand Rapids Arts and Culture Commission is facilitating the design and creation of pavement art to

Grand Rapids, MN | **PAVEMENT ART** | Public Art Opportunity

be located in downtown Grand Rapids. Artists are hereby invited to submit qualifications to be considered to participate in the design phase for the public art opportunities described below.

The Arts and Culture Commission will review eligible applications and select a group of up to three finalists/finalist teams to invite to Grand Rapids for an in-person interview. Each artist/team will receive a stipend of \$750 to cover fees associated with design and travel to in-person interviews.

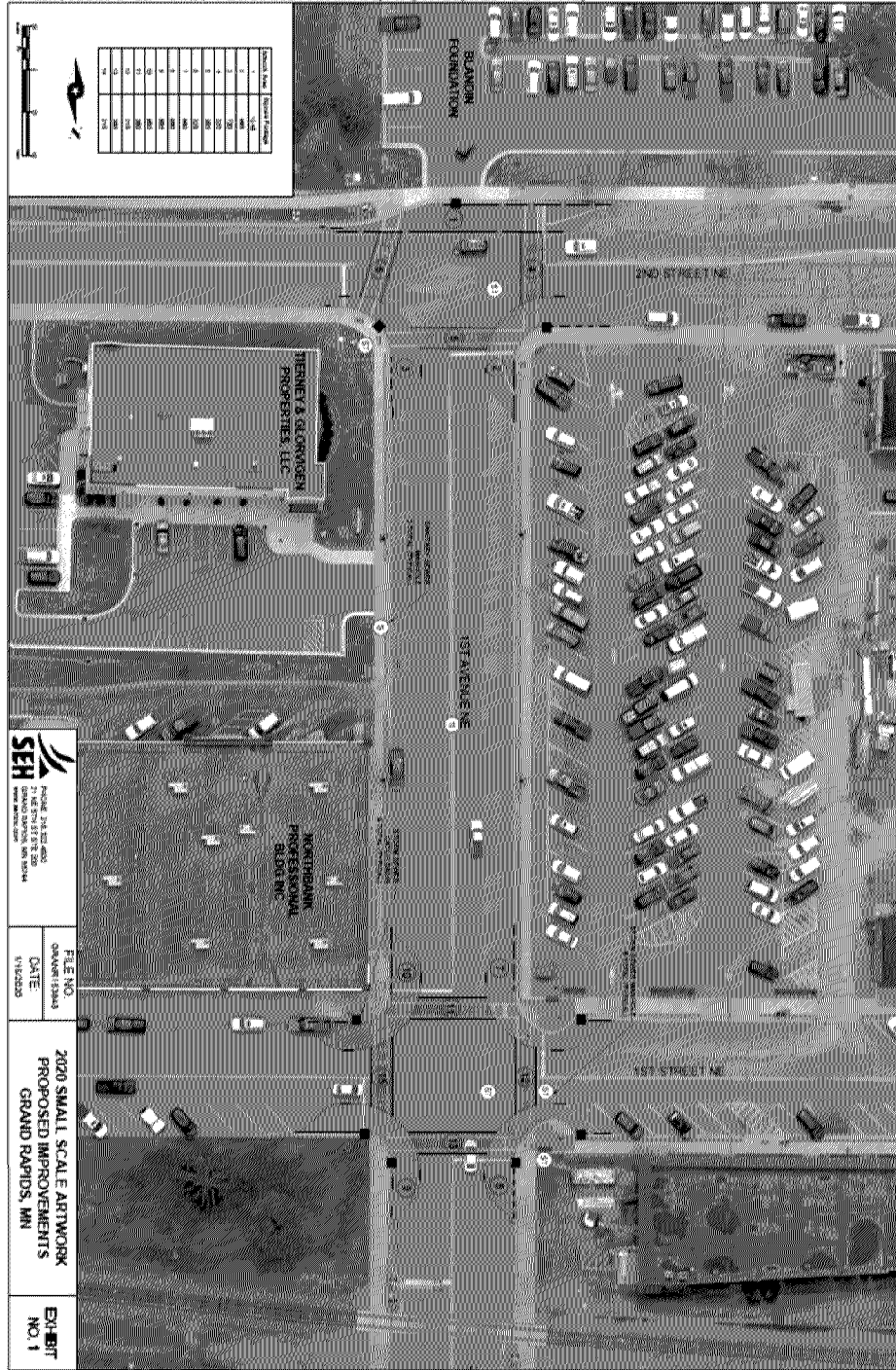
Upon completion of an in-person interview, one artist/artist team will be commissioned to develop and install pavement art. Additional requirements will be outlined in instructions to finalists. Please see the following timeline for further details.

Budget: \$28,250

The budget for the pavement art project is \$28,250. This do-not-exceed amount must include all fees, materials, transportation, installation, storage, permits, and insurance. More information about the site will be made available to the selected artist[s].

Site Information

The pavement art will be located in the areas identified in the following drawing.



SEH
 PHONE: 214.333.2222
 7110 E. ST. 100, SUITE 100
 DALLAS, TEXAS 75243

FILE NO.
 09/18/13/2014
 DATE:
 1/15/2015

2020 SMALL SCALE ARTWORK
 PROPOSED IMPROVEMENTS
 GRAND RAPIDS, MN

EXHIBIT
 NO. 1

Selection Criteria

Phase 1: Selection of artists/designers will be based on the following criteria:

- Quality of introductory letter.
- Quality of work samples.
- Ability of artist/team to successfully complete projects based on resume and prior work experience.
- Experience with creating and appropriately generating Native American artwork.

Phase 2: Design concepts must meet the following criteria:

- Design concepts are engaging, interactive in some way, and evoke curiosity of passers-by either through color, movement, material, whimsicality, or other considerations.
- Artwork advances Indigenous people and their history and connection to the Mississippi River, either physically or spiritually, and consider natural processes in some way.
- Artwork should take into consideration all seasons in Minnesota, and should be safe and low maintenance.
- Artwork conveys artistic excellence and innovation.

Additional considerations:

- Art should be welcoming, accessible and appropriate to the site.
- Artists should address how they would work with the Arts and Culture Commission to engage the community in some way.

Eligibility

- Applicants must be experienced visual artists or artist-led teams residing in the state of Minnesota, with special preference given to artists from Northern Minnesota who have experience in creating and appropriately generating Native American artwork.
- Applicant must provide evidence of producing at least two commissioned public art projects of a similar scale and budget within the past ten years.

We are committed to a policy of providing opportunities to people regardless of economic or social status and will not discriminate on the basis of race, color, ethnic origin, national origin, creed, religion, political belief, sex, sexual orientation, marital status, age, veteran status, or physical ability.

Selection Process Overview

The Arts and Culture Commission will review applications and select up to three artists or teams to participate in the design phase. Each artist/team will be paid a stipend of \$750 to prepare design concepts. Deliverables include graphic depictions of the proposed artwork and a brief narrative description. Artists/teams will have approximately **seven weeks** to prepare preliminary concepts, including the presentations to the Arts and Culture Commission.

Schedule

- February 14, 2020 – RFQ announced
- March 20, 2020 – Deadline for RFQ submission; all required materials must be received by 4PM CST.
- April 7, 2020 – Committee review and selection of 3 finalists
- April 13, 2020 – City Council approves contracts with selected artists/teams for preliminary designs
- June 3, 2020 – Preliminary design concepts presented to Arts and Culture Commission

- July 13, 2020 – City Council approves final contract with selected artist or team. Commence design development.
- August of 2020: Pavement art painting begins
- September of 2020: Projects completion

Required Submission Materials (in digital format only)

Please provide the following text in 12-point font, in a single PDF document:

- Contact information for lead artist and, if applicable, all team members
- Three references (contact information only) for recently completed projects
- One-page letter describing interest in project and approach to design; please include statement addressing eligibility criteria
- One-page listing of each work sample; please provide a brief description and budget for each work sample
- One-page biographical information or resume; if you have multiple team members, please keep biographical information for each team member to one page
- Work samples: Up to 10 digital images of your recent and relevant projects. Individuals and teams are limited to 10 images maximum. Save all images as standard JPEG and label each with applicant's full name and number in sequence corresponding with list of work samples.

NOTE: Do not submit a proposal for artwork at this time.

Please submit all RFQ materials via email to: tpagel@ci.grand-rapids.mn.us. All materials must be received by **4 p.m., CST, Friday, March 20, 2020**. No RFQs will be accepted after this time. If you need clarification or further information, contact Tom Pagel, City Administrator at: tpagel@ci.grand-rapids.mn.us or 218.326.7626



GRAND RAPIDS, MN

CALL FOR ARTISTS

Indigenous Peoples and Lands
Sculpture
Art Opportunity

Request for Qualifications

About Grand Rapids

Grand Rapids is a unique blend of small town hospitality and character with big City conveniences and opportunities. Grand Rapids offers an excellent quality of life to residents of the region with outstanding educational opportunities, excellent medical care, exceptional cultural, natural, and recreational amenities, and an unequalled sense of community spirit. Grand Rapids provides residents safe, friendly, affordable housing and inclusive neighborhoods that retain and enhance nature in the City. Residents and visitors can move around the City with equal ease by car, bicycle, or walking. Grand Rapids welcomes and supports a diverse mix of thriving businesses and industries that provide quality jobs, promising careers, and economic vitality. Grand Rapids is a welcoming gateway to Minnesota's Northwoods tourism.

Grand Rapids, MN, population 10,869 (U.S. Census Bureau 2010), is located in Northeastern Minnesota on the banks of the Mississippi River and is the Itasca County seat. It's situated in the midst of numerous lakes and forests. A small City known for, logging, regional services, the arts, and its Native American and settler cultures — Grand Rapids is a place of many narratives. Grand Rapids is predominately white (96.5%), with Native American (3.1%), Latino (1.2%), Black (1.1%), and Asian (.9%) racial and ethnic minorities (U.S. Census Bureau 2010). Fifteen miles west of Grand Rapids lies the eastern edge of the Leech Lake Band of Ojibwe Reservation; Native Americans are the largest racial/ethnic minority in Itasca County (4.9%).

The City's name hails from its 3.5-mile stretch of rapids now hidden by a reservoir created by a hydroelectric dam. The hydropower generated by the rapids attracted UPM Blandin's predecessor in 1902. The Mississippi also provided an optimal means of shipping logs to southern population centers. Whereas much of the northeastern Minnesota's "Iron Range" region historically focused on mining, Grand Rapids emerged as a logging town.

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- engagement in the arts helps vulnerable populations build confidence, cope with stress and aid with healing
- carefully planned and artistic street design contributes to a vibrant downtown and accommodates all modes of transportation, helping to make movement accessible to all
- the beauty of the natural environment of the Mississippi River, lakes and forests is a defining and valued characteristic of our community
- accessible, quality arts educational opportunities, cradle through career and on through retirement, are essential to the development of a creative community
- communities with robust arts and culture are more prosperous and attract large and small businesses, reward entrepreneurship, and provide meaningful careers to residents

The Sculpture Project

The Arts and Culture Commission projects will consist of one sculpture with a concentration on *Indigenous Peoples and lands*. Fifteen miles west of Grand Rapids lies the edge of the Leech Lake Band of Ojibwe reservation. The commission believes that history and public art could amplify and highlight the culture, voices, and stories of Native Americans including tribal citizens – past, present, and future. Additionally, that Indigenous artists should lead public art projects throughout the city. Many signs around town have Anishinaabe language on them, and projects such as this will continue to strengthen the connections between citizens of Grand Rapids and the Leech Lake Band of Ojibwe. **This Request for Qualifications is for the one sculpture project related to the concept of Indigenous Peoples and Lands.**

One artist will be commissioned to create the sculpture that will be sited at a Mississippi River Park, located at the NE corner of the intersections of Pokegama Avenue (TH 169) and SE 1st Street (River Road). [see following pages for location maps].

Request for Qualifications (RFQ)

Artists are hereby invited to submit qualifications to be considered to participate in the design phase for the public art opportunities described below.

The Arts and Culture Commission will review eligible applications and select a group of up to three finalists/finalist teams to invite to Grand Rapids for an in-person interview. Each artist/team will receive a stipend of \$750 to cover fees associated with design and travel to in-person interviews. Further information will be provided to the finalists.

Grand Rapids, MN | **INDIGENOUS PEOPLES AND LAND THEMED - SCULPTURES** |
Public Art Opportunity

Upon completion of an in-person interview, one artist/artist team will be commissioned to develop, fabricate, and install the permanent artwork. The City will cover the expense of site/base preparation for the sculpture. Additional requirements will be outlined in instructions to finalists. Please see the following timeline for further details.

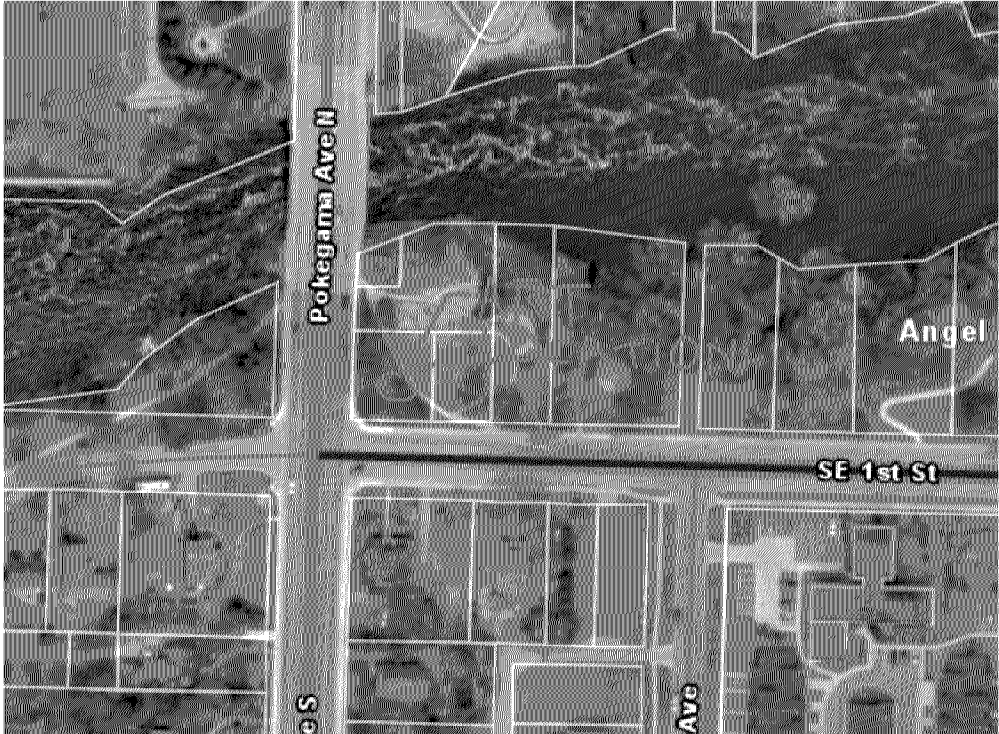
Budget: \$38,000

The budget the sculpture is \$38,000. More information about the sites will be made available to the selected artist[s].

Site Information

Sculptures will be located at three pre-selected sites in Downtown Grand Rapids.

Location: Mississippi River Park



Selection Criteria

Phase 1: Selection of artist/designers will be based on the following criteria:

- Quality of introductory letter.
- Quality of work samples.
- Ability of artist/team to successfully complete projects based on resume and prior work experience.
- Experience with creating and appropriately generating Native American artwork.

Phase 2: Design concepts must meet the following criteria:

- Design concepts are engaging, interactive in some way, and evoke curiosity of passers-by either through color, movement, material, whimsicality, or other considerations.
- Artworks advances Indigenous people and their history and connection to the Mississippi River, either physically or spiritually, and consider natural processes in some way.
- Artworks should take into consideration all seasons in MN, and should be safe and low maintenance.
- Artworks convey artistic excellence and innovation.

Additional considerations:

- Art should be welcoming, accessible and appropriate to the site.
- Artists should address how they would work with the Arts and Culture Commission to engage the community in some way.

Eligibility

- Applicants must be experienced visual artists or artist-led teams residing in the state of Minnesota, with special preference given to artists from Northern Minnesota who have experience in creating Native American artwork.
- Applicant must provide evidence of producing at least two commissioned public art projects of a similar scale and budget within the past ten years.

We are committed to a policy of providing opportunities to people regardless of economic or social status and will not discriminate on the basis of race, color, ethnic origin, national origin, creed, religion, political belief, sex, sexual orientation, marital status, age, veteran status, or physical ability.

Selection Process Overview

The Arts and Culture Commission will review applications and select up to three artists or teams to participate in the design phase. Each artist/team will be paid a stipend of \$750 to prepare design concepts. Deliverables include graphic depictions of the proposed artwork and a brief narrative description. Artists/teams will have approximately **seven weeks** to prepare preliminary concepts, including the presentations to the Arts and Culture Commission.

Schedule

- February 14, 2020 – RFQ announced
- March 20, 2020 – Deadline for RFQ submission; all required materials must be received by 4PM CST.
- April 7, 2020 – Committee review and selection of 3 finalists
- April 13, 2020 – City Council approves contracts with selected artists/teams for preliminary designs
- June 2, 2020 – Preliminary design concepts presented to Arts + Culture Commission
- August 10, 2020 – City Council approves final contract with selected artist or team. Commence design development.

Grand Rapids, MN | **INDIGENOUS PEOPLES AND LAND THEMED - SCULPTURES** |
Public Art Opportunity

- September of 2020: Based on approval of final design, artist/team commences with fabrication
- May/June of 2021: projects installed/project completion

Required Submission Materials (in digital format only)

Please provide the following text in 12-point font, in a single PDF document:

- Contact information for lead artist and, if applicable, all team members
- Three references (contact information only) for recently completed projects
- One-page letter describing interest in project and approach to design; please include statement addressing eligibility criteria
- One-page listing of each work sample; please provide a brief description and budget for each work sample
- One-page biographical information or resume; if you have multiple team members, please keep biographical information for each team member to one page
- Work sample: Up to 10 digital images of your recent and relevant projects. Individuals and teams are limited to 10 images maximum. Save all images as standard JPEG and label each with applicant's full name and number in sequence corresponding with list of work samples.

NOTE: Do not submit a proposal for artworks at this time.

Please submit all RFQ materials via email to: tpagel@ci.grand-rapids.mn.us. All materials must be received by **4 p.m., CST, Friday, March 20, 2020**. No RFQs will be accepted after this time. If you need clarification or further information, contact Tom Pagel, City Administrator at: tpagel@ci.grand-rapids.mn.us or 218.326.7626



MEMORANDUM

To: Arts and Culture Commission
From: 2020 Work Plan Subcommittee
RE: Recommendations for 2020 Public Art

The 2020 Work Plan Subcommittee met on December 16, 2019, and developed the following recommendations to move forward art and culture projects in 2020. In making the recommendations, the committee utilized the goals established by the Commission at their September 2019 work session, the recently approved Placement Plan, and preliminary development plans for 2nd St./1st Avenue NW.

In Year 1, from the Placement Plan, the theme is *Indigenous peoples and lands*. The small scale art is recommended to focus on storm water infrastructure (for example, creating art on manholes, catch basins, and other storm water treatment infrastructure). The large scale recommendation is to create one to two gateway sculptures near the city limits of Grand Rapids.

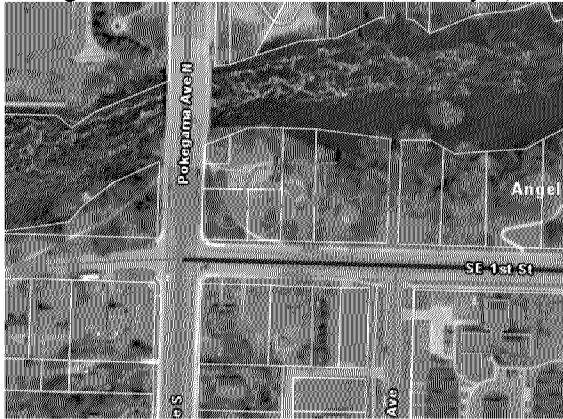
The Commission's 2020 goals established in September of 2019 are: 1) Integrate more visual and performing art by regional Ojibwe artists; 2) Integrate ideas for artistic crosswalks into the current efforts for pedestrian safety; 3) Establish working group to further the Riverfront Performing Arts Venue Study; 4) Work with the Library to continue the poetry contest for permanent installation in sidewalks; and 5) Murals and installations at existing infrastructure to help animate points of entry/beautify.

Recognizing that the Commission goals were developed prior to the Placement Plan completion, the subcommittee is recommending a "blending" of the two recommendations.

Large Scale Gateway Art

The subcommittee is recommending that the locations of this art be located not at the City limits but at the entryways of the Central Business District at the following priority locations:

Pokegama Avenue/1st Street SE (Priority 1)



Priority 1 location/property was recently acquired from the Blandin Foundation. The City will be making improvements in this park during the summer of 2020. Creating a location for the art would be efficient.

TH 2/HWY 38 (Priority 2)



Priority 2 location/property is owned by the City. The City will be making landscape improvements in this park during the summer of 2020. Creating a location for the art would be efficient.

TH 2-169/3rd Avenue NE (Priority 3)

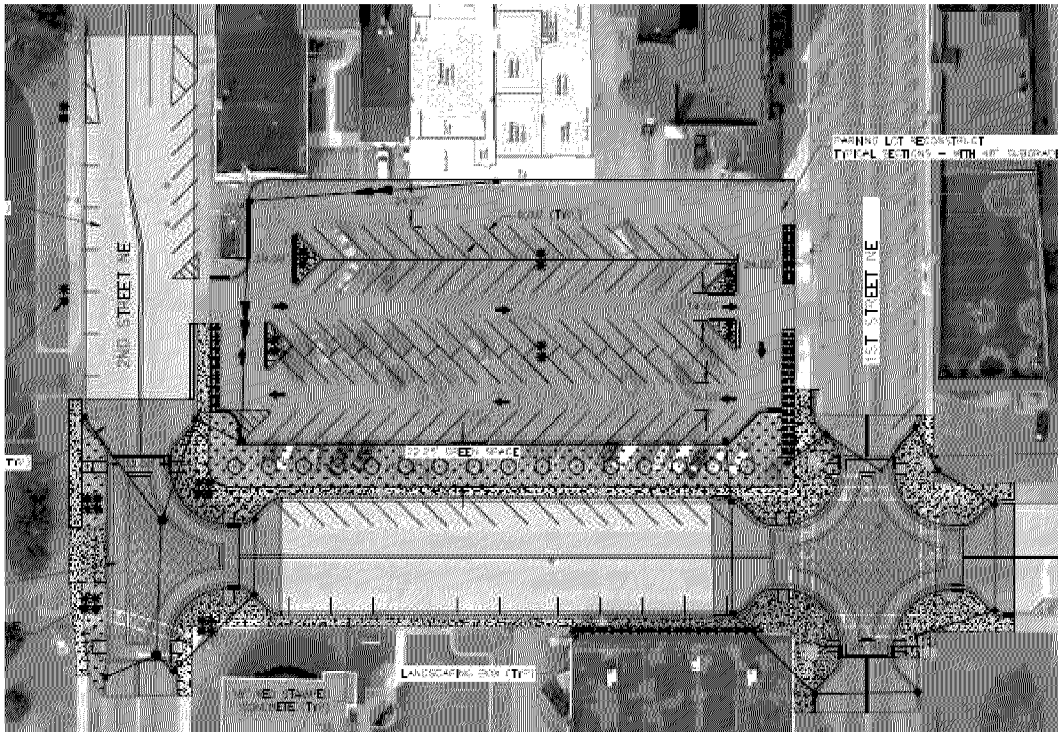


Itasca County owns Priority 3 location/property. The City would need to obtain an easement from the County.

The Placement Plan recommends a budget of \$30k to \$40k for one sculpture and \$20k if commissioning two pieces of art. Budget recommendations are located later in this memorandum.

Small Scale Artwork

With the focus on storm water infrastructure there is a perfect opportunity to partner with the Public Works department on interim improvements to 2nd Street NE, 1st Avenue NE, and the public parking lot located to the north and west of said streets. Due to timing and City budget constraints, the parking lot improvement (shown below) has been delayed for likely two to four years.



Delaying the permanent improvements creates an opportunity to install temporary art on the pavement by creating artistic crosswalks, delineating future “bump outs” with pavement art, and providing art on catch basins and manhole covers. This type of art is the recommendation identified in Year 1 of the Placement Plan with a budget of \$5,000. Budget recommendations are located later in this memorandum.

Some examples of pavement and catch basin/manhole painting are:



In addition to the pavement art, the Public Works Department could begin making greenspace/storm water improvements along the east side of the parking lot.

Other art improvements planned for this general area include a mural located at the library and potentially a mural on the west wall of the Northbank Building thanks to a collaboration with MacRostie Art Center, Togo/Camp Thistledeew, and artist Jonathan Thunder (Red Lake Nation).

This small scale concept will address the original commission goals from September of: 1) Integrate more visual and performing art by regional Ojibwe artists; 2) Integrate ideas for artistic crosswalks into the current efforts for pedestrian safety; and 5) Murals and installations at existing infrastructure to help animate points of entry/beautify.

Poetry Contest

The prior poetry contest was held in conjunction with an event hosting the State Poet Laureate. Library staff's role was simply hosting/coordinating a venue. They would be willing to host another event at the Library, but would need a volunteer to coordinate the event.

Riverfront Performing Arts Venue Study

The subcommittee is recommending that the commission assign two members to research potential collaborative partners and make recommendations about the potential demand for this venue in advance of the next budget planning session later in the year

Funding

The Public Art Fund will have \$85,334 once the 2019 and 2020 funds have been deposited. In addition, the commission has \$7,500 in the operation budget. The following table summarizes the sources of revenue:

Arts & Culture Commission
2020 Work Plan

Available Funding

1/1/2020 Available Balance	2,350
2020 Operating Budget	7,500
2019 Project Deposit	42,439
2020 Project Deposit	<u>40,545</u>
Total Available Funding	\$92,834

Based on the Commission's goals and the recommendations from the Placement Plan, an initial budget is likely to entail the follow:

Expenditures	
Library Mural	8,000 Committed
Large Scale Gateway Art	40,000 Assumes 1 at \$40k or 2 at \$20k each
Small Scale Art Work	30,500
Poetry Contest	3,000 Assumes 2 poems
Total Expenditures	<u>\$81,500</u>
Funding less Expenditures	\$11,334

Detail related to the Small Scale Art follows:

	Quantity	Unit Price	Total
Manholes	11	500	5,500
Catchbasins	10	500	5,000
Crosswalks	7	2,000	14,000
Bump Outs	6	1,000	6,000
		Total	\$30,500

YEAR 1

THEME: Indigenous peoples and lands. Fifteen miles west of Grand Rapids lies the edge of the Leech Lake Band of Ojibwe history and public art could amplify and highlight the culture, voices, and stories of Native Americans - past, present, and future. Additionally, Native artists should lead public art projects throughout the city. Many signs around town have Anishinaabe language on them, and projects such as this could continue to strengthen the connections between Grand Rapids and the Ojibwe.

SMALL SCALE ARTWORK:

TYPOLOGY: Stormwater infrastructure [see page 54]
This will create water related artworks across Grand Rapids, and connect back to the water sculptures that were installed downtown this year. It will connect the community further to the identity of the place where they live, and raise awareness around water related issues.

TIMELINE: March - RFQ released
April - Artist selection
Summer - painting!
End of summer - celebration

LOCATION POSSIBILITIES:

Stormwater risers, aprons, and drains throughout the city. At least one in each neighborhood [as denoted on the map on page xxx], and if there is a large cluster of drains in one place, they could all be treated.

RESPONSIBLE PARTIES:

Budget allocation - Arts + Culture Commission
Artist selection - Commission or Selection Task Force appointed by the Commission
Location approval - Arts + Culture Commission with Public Works

BUDGET ALLOCATION:

Approximately \$500 per drain, up to \$1000 for larger infrastructure such as aprons or risers. Approximately \$5000 for artwork in 6 neighborhoods + downtown.

GRMN CREATES GOAL ALIGNMENT:

Goal 4: Use the arts to animate the physical realm and improve connectivity.

LARGE SCALE ARTWORK:

TPOLOGY:

Gateway/entrances [see page 44]

Gateways leading into the city are great ways to showcase what is important to the people who live in a place. Having iconic pieces of artwork that reflect the indigenous peoples and land that live in the Grand Rapids area will shed light on a culture and people that is often rendered invisible.

TIMELINE:

February - draft + release RFQ

May - Artist selection

June - Design development

August - Fabrication starts

Spring/Summer Year 2 - installation

Summer/Fall - celebration

LOCATION POSSIBILITIES:

Highway 169 between S Pit Road and SW 30th Street [note that this should not compete with the Grand Rapids sign, rather be situated in a location that emphasizes both the sign and the artwork].

You could also consider doing two of these, with the 2nd one located US Hwy 2 and Walter Avenue.

RESPONSIBLE PARTIES:

Budget allocation - Arts + Culture Commission

Artist selection - Commission or Selection Task Force appointed by the Commission

Location approval - Arts + Culture Commission with Visit Grand Rapids

BUDGET ALLOCATION:

If doing one sculpture, approximately \$30 - 40,000. If doing two, approximately \$20,000 per sculpture.

GRMN CREATES GOAL ALIGNMENT:

Goal 1: Enhance Grand Rapids' distinctive identity through arts and culture.

YEAR 2

THEME: Science + ingenuity. This is a theme that has come up in several conversations held with stakeholders across the city. The name of the City itself comes from its location on the Mississippi River, which has been an important part of the city's history in logging and paper milling. As part of the Iron Range, Grand Rapids has also been involved in utilizing innovative techniques in mining, forestry, and water technologies. This theme could be utilized to highlight a variety of points of Grand Rapids' history and future, as well as in the artwork itself [i.e. movable sculptures, interactive artworks using sensors, audience activated works].

SMALL SCALE ARTWORK:

TYPOLOGY: Creative crosswalks [see pages 52]
These require easily available supplies and could attract artists and creatives of many experience levels, making it a great way for early-career artists to receive support from the Commission.

TIMELINE: March - RFQ released
April - Artist selection
Summer - painting!
End of summer - celebration

LOCATION POSSIBILITIES:

Locations where crossing is difficult and a crosswalk doesn't exist, or locations where the crosswalks are due to be repainted by Public Works.

RESPONSIBLE PARTIES:

Budget allocation - Arts + Culture Commission
Artist selection - Commission or Selection Task Force appointed by the Commission
Location approval - Arts + Culture Commission with Public Works

BUDGET ALLOCATION:

One crosswalk would cost approximately \$4000 to paint. If the city is divided into 7 neighborhoods, that would equate to a total of \$28,000.

GRMN CREATES GOAL ALIGNMENT:

Goal 4: Use the arts to animate the physical realm and improve connectivity.

LARGE SCALE ARTWORK:

TPOLOGY:

Bridges [see pages 40]
Bridges are associate with railway and movement of goods [recalling lumber and paper milling goods], and also create dark, undesirable places at night. Artworks could be focused on light art that are activated by motion or sensors, or that create iconic shapes to signify the artwork at night [like the High Trestle Trailbridge example].

TIMELINE:

February - draft + release RFQ
May - Artist selection
June - Design development
August - Fabrication starts
Spring/Summer Year 3 - installation
Summer/Fall - celebration

LOCATION POSSIBILITIES:

The new pedestrian bridge over the Mississippi River near the library, or either of the bridges that cross the River near downtown [169 or SE 7th Ave].

RESPONSIBLE PARTIES:

Budget allocation - Arts + Culture Commission
Artist selection - Commission or Selection Task Force appointed by the Commission
Location approval - Arts + Culture Commission with Public Works

BUDGET ALLOCATION:

\$40,000 for one permanent project.

GRMN CREATES GOAL ALIGNMENT:

Goal 4: Use the arts to animate the physical realm and improve connectivity.

YEAR 3

THEME: Social cohesion. The GRMN Creates document points out some challenges that the city faces - racial tensions, geographic disconnections, and economic disparities. These are real challenges that require innovative solutions. Public art can bring people together around an issue and create civic dialogue. A sculpture can create opportunities for people to interact with one another. An artist-designed bench can create a place for people to sit and get to know one another. Murals, light, and sound artworks can tell a diverse range of stories and promote social cohesion.

SMALL SCALE ARTWORK:

TYPOLOGY: Small scale sculptures [see page 35]
Each neighborhood gets a sculpture that reflects its identity, and is created by someone or a group of people from the neighborhood. By year 3, people will be familiar with public art being sited around the city, and will want to be more involved in the process. These sculptures are a great way to involve residents - either in the ideation or in the locating of the pieces.

TIMELINE: January - RFQ released
March - Artist selection
Summer - fabrication
Fall - installation
Fall - celebration

LOCATION POSSIBILITIES:

These could be placed in the park in each neighborhood, in the boulevard, or along bike and walking trails.

RESPONSIBLE PARTIES:

Budget allocation - Arts + Culture Commission
Artist selection - Commission or Selection Task Force appointed by the Commission
Location approval - Arts + Culture Commission with Public Works + neighborhood liaisons

BUDGET ALLOCATION:

One sculpture would cost between \$2000 - 4000. If the city is divided into 7 neighborhoods, that would equate to a total of \$14,000 - \$28,000.

GRMN CREATES GOAL ALIGNMENT:

Goal 4: Use the arts to animate the physical realm and improve connectivity.

LARGE SCALE ARTWORK:

TPOLOGY:

Street corners and sidewalks. [see page 36]
Street corners and sidewalks across the city are used every day of the year by a wide range of people, and could become a place where people meet each other and discuss their similarities and differences. Residents could be polled to understand what kinds of questions or ideas are important and an RFQ could be built around those questions.

TIMELINE:

February - poll residents, draft + release RFQ
May - Artist selection
June - Design development
August - Fabrication starts
Spring/Summer Year 4 - installation
Summer/Fall - celebration

LOCATION POSSIBILITIES:

A busy intersection/sidewalk downtown where there is a multitude of possibilities for people to happen upon a piece of public art. This will attract the most use.

RESPONSIBLE PARTIES:

Budget allocation - Arts + Culture Commission
Artist selection - Commission or Selection Task Force appointed by the Commission
Location approval - Arts + Culture Commission with Public Works

BUDGET ALLOCATION:

\$25,000

GRMN CREATES GOAL ALIGNMENT:

Goal 4: Use the arts to animate the physical realm and improve connectivity.

YEAR 4

THEME: Regional hub/resource center. Grand Rapids is the largest city in Itasca County, as well as the County Seat. It has a plethora of arts and cultural organizations and institutions, a community college, rural public radio station, a counseling center, hospital, and much more [these are denoted in more detail in GRMN Creates]. Public art can be used as a strategy to highlight resources available in Grand Rapids, and how people can benefit from them. This could happen through a series of street banners showing outcomes from resources, or it could bring people together around a shared interest in collaboration with one of the local cultural organizations.

SMALL SCALE ARTWORK:

TYPOLOGY: Seating elements [see page 48]
Seating elements could be placed throughout the city - or seating that already exists could get a facelift! This will call attention to existing amenities and draw new users, as well as show residents that the Commission cares about their experience as they move about the city.

TIMELINE: January - RFQ released
March - Artist selection
Summer - fabrication
Fall - installation
Fall - celebration

LOCATION POSSIBILITIES:

Benches on the walking paths near Crystal Lake and Hale Lake. Creative seating elements could be placed on the walking paths on Maple Street in the NW part of the city, or in parks.

RESPONSIBLE PARTIES:

Budget allocation - Arts + Culture Commission
Artist selection - Commission or Selection Task Force appointed by the Commission
Location approval - Arts + Culture Commission with Public Works + Parks and Rec.

BUDGET ALLOCATION:

Approximately \$5000 for each seating element or cluster of seating.

GRMN CREATES GOAL ALIGNMENT:

Goal 1: Enhance Grand Rapids' distinctive identity through arts and culture.

LARGE SCALE ARTWORK:

TPOLOGY:

Roundabouts [see page 32]

Roundabouts are great spaces to showcase information that does not require people to get up close or interact with the sculpture in person. Sculptures in roundabouts also help to direct drivers' attention away from trying to focus on traffic across the circle, and pay attention to that coming from the left. These are often times spaces that need some "livening up", and public art is a great way to do that.

TIMELINE:

February - draft and release RFQ

May - Artist selection

June - Design development

August - Fabrication starts

Spring/Summer Year 5 - installation

Summer/Fall - celebration

LOCATION POSSIBILITIES:

There are currently 4 roundabouts in Grand Rapids. Look at the saturation of neighborhoods where each is located, and select the roundabout in the neighborhood with the least amount of public art.

RESPONSIBLE PARTIES:

Budget allocation - Arts + Culture Commission

Artist selection - Commission or Selection Task Force appointed by the Commission

Location approval - Arts + Culture Commission with Public Works

BUDGET ALLOCATION:

\$30,000

GRMN CREATES GOAL ALIGNMENT:

Goal 4: Use the arts to animate the physical realm and improve connectivity.

YEAR 5

THEME: Intergenerational activity and connections. Public art can create connections between different generations and provide opportunities for all ages to interact through easily accessible opportunities. This could be a sculpture that has sensors which play music, and is activated by people passing through [whether by walking, or in a wheelchair, or another form of movement]. Or it could be different generations coming together to tell each other's stories through photography, music, or story gathering, which could be come storefront displays or featured on banners around the city.

SMALL SCALE ARTWORK:

TYOLOGY: Street banners [see page 46]
Attachments for street banners can be included on light poles across Grand Rapids. These extend into every neighborhood and provide an opportunity to showcase images, photos, graphics, designs, and colors that are important to different neighborhoods. This is also a medium for 2D visual artists, that might not qualify for sculpture or other 3D RFQ's.

TIMELINE: April - RFQ released
May - Artist selection
Summer - design development and printing
Fall - installation
Fall - celebration

LOCATION POSSIBILITIES:

Light poles in each neighborhood can be equipped with infrastructure to support banners.

RESPONSIBLE PARTIES:

Budget allocation - Arts + Culture Commission
Artist selection - Commission or Selection Task Force appointed by the Commission
Location approval - Arts + Culture Commission with Public Works

BUDGET ALLOCATION:

Approximately \$5000 for a series of banners in each neighborhood.

GRMN CREATES GOAL ALIGNMENT:

Goal 1: Enhance Grand Rapids' distinctive identity through arts and culture. + Goal 4: Use the arts to animate the physical realm and improve connectivity.

LARGE SCALE ARTWORK:

TYPOLOGY:

Ground plane/sidewalks [see page 36-37].

The ground plan provides a unique opportunity for games to be played, stories to be embedded, or messages to be passed through the generations. This can be done with stamping, bronze inlays or a variety of other materials.

TIMELINE:

February - draft and release RFQ

May - Artist selection

June - Design development

August - Fabrication starts

Spring/Summer Year 6 - installation

Summer/Fall - celebration

LOCATION POSSIBILITIES:

This could be designed and installed somewhere that the Public Works department knows it needs to replace anyway. It could also be placed at an info kiosk in a part of the city that has the least amount of public art pieces.

RESPONSIBLE PARTIES:

Budget allocation - Arts + Culture Commission

Artist selection - Commission or Selection Task Force appointed by the Commission

Location approval - Arts + Culture Commission with Public Works

BUDGET ALLOCATION:

\$30,000

GRMN CREATES GOAL ALIGNMENT:

Goal 4: Use the arts to animate the physical realm and improve connectivity.

7a.



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

CITY OF GRAND RAPIDS

Text File

File Number: 20-0938

Agenda Date: 2/10/2020

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Agenda Item

Consider hiring Pat Pollard as a Regular Part-time employee in the Engineering Department.

Background Information:

Pat Pollard will be hired as a Regular Part-time employee in the Engineering Department. He will be hired at a wage of \$35.00 per hour effective February 10, 2020.

Staff Recommendation:

City staff recommends hiring Pat Pollard as Regular Part-time employee in the Engineering Department.

Requested City Council Action

Make a motion to hire Pat Pollard as Regular Part-time employee in the Engineering Department.