



# CITY OF GRAND RAPIDS

## Meeting Agenda Full Detail City Council

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Tuesday, November 12, 2019

5:00 PM

City Hall Council Chambers

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**CALL TO ORDER:** Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Tuesday, November 12, 2019 at 5:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL

### PRESENTATIONS/PROCLAMATIONS

19-0686 Proclaim November General Aviation Appreciation Month  
**Attachments:** [General Aviation Appreciation Month.pdf](#)

19-0717 Proclaim November 10, 2019 American Legion Auxiliary Centennial Day.  
**Attachments:** [Am. Legion Auxiliary](#)

### 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

19-0685 Consider approving Council minutes for Monday, October 28, 2019 Worksession and Regular Meetings.  
**Attachments:** [October 28, 2019 Worksession.pdf](#)  
[October 28, 2019 Regular Meeting.pdf](#)

### VERIFIED CLAIMS

19-0704 Consider approving the verified claims for the period October 22, 2019 to November 4, 2019 in the total amount of \$694,042.00.

**Attachments:** [COUNCIL BILL LIST 11-12-19.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. [19-0683](#) Consider authorizing the Police Department to sell one (1) abandoned/city owned motor vehicle at the Minnesota DNR auction located in Grand Rapids.
2. [19-0696](#) Consider entering into a Transportation Service Agreement with Minnesota Energy Resources for natural gas services at the IRA Civic Center.  
**Attachments:** [MERC-1](#)  
[MERC-2](#)
3. [19-0688](#) Consider approving On-Sale liquor license for TKMM, Inc. dba Sammy's Pizza & Restaurant for 2019 and authorize prorating license fee.
4. [19-0689](#) Consider approving Final Payment for AP 2017-1, GA Apron Reconstruction in the amount of \$189,252.33 and Change Orders 1-4.  
**Attachments:** [Final Pay App & Change Orders 1-4](#)
5. [19-0690](#) Consider hiring part-time seasonal Warming House Attendants.
6. [19-0691](#) Consider approving the hiring of regular part-time employees at the Grand Rapids Park and Recreation Department and the IRA Civic Center and implement wage adjustments for current part-time employees.
7. [19-0692](#) Consider approving a resolution authorizing an operating transfer from the Capital Project Fund-Arts & Culture Capital Projects to the General Fund in the amount of \$2,385.  
**Attachments:** [\\$2,385 operating transfer from 418 to 101-Sculpture Art](#)
8. [19-0693](#) Consider the renewal of the Group Vision Care Plan through Avesis.  
**Attachments:** [Grand Rapids Avesis vision renewal 2020](#)  
[Grand Rapids Vision Premium Collection 1-1-20 to 12-31-21](#)  
[Grand Rapids Avesis BAA 2020](#)  
[Grand Rapids Avesis benefits summary 2020](#)
9. [19-0694](#) Consider changes in the wage schedule for part-time, seasonal, and temporary employees effective November 17, 2019.  
**Attachments:** [Copy of 2019-2020 Proposed Pay Range for Part-time Seasonal and Temporary](#)
10. [19-0695](#) Consider approving the continuation of general liability insurance through the League of Minnesota Cities Insurance Trust for calendar year 2020.

11. [19-0700](#) Consider waiving the statutory liability to the extent of the coverage purchased.  
**Attachments:** [Liability Coverage - Waiver Form](#)
12. [19-0703](#) Consider adopting a resolution approving LG214 Premises Permit application for Grand Rapids Amateur Hockey Association.  
**Attachments:** [19- GRAHA Premises Permit](#)
13. [19-0714](#) Consider approving Final Payment for CP 2010-5, Mississippi Riverfront Pedestrian Bridge in the amount of \$116,873.47 and Balancing Change Order 6.  
**Attachments:** [PayEst 18-Final](#)  
[Balancing Change Order 6](#)
14. [19-0715](#) Consider making a motion approving and authorizing payment to Joseph Johnson and Janelle Perrizo in the amount of \$48,536.50 for homeowners insurance escrow agreement.
15. [19-0710](#) Consider approval of Amendment #1 for Land and Water Conservation Fund Grant Contract #LW27-01312  
**Attachments:** [Amendment #1 for LAWCON Grant Contract](#)

#### SETTING OF REGULAR AGENDA

*This is an opportunity to approve the regular agenda as presented or add/delete by a majority vote of the Council members present an agenda item.*

#### ACKNOWLEDGE BOARDS & COMMISSIONS

16. [19-0709](#) Review and acknowledge minutes for Boards & Commissions.  
**Attachments:** [September 10, 2019 Arts & Culture minutes](#)  
[September 10, 2019 Arts & Culture Special minutes](#)  
[September 25, 2019 Human Rights Minutes](#)

#### DEPARTMENT HEAD REPORT

17. [19-0701](#) Community Development-GREDA Economic Development Report  
**Attachments:** [Community Development-GREDA November 2019 Report v2](#)

#### COMMUNITY DEVELOPMENT

18. [19-0697](#) Consider approval of the final plat of Rebound Commercial Addition.

**Attachments:** [Final Plat: Rebound Commerical Addition](#)  
[Subdivision Agreement: Rebound Commercial Addition](#)  
[Resolution Approving Final Plat: Rebound Commercial Add.](#)

## ENGINEERING\PUBLIC WORKS

19. [19-0698](#) Consider approving the Public Works Department's purchase a 2020 budgeted loader equipped with a snowplow and grapple equipment from Nuss Truck for \$256,810.00.
- Attachments:** [2019 11-12 2020 Loader Quote - Ziegler](#)  
[2019 11-12 2020 Loader Quote - McCoy Constr](#)  
[2019 11-12 2020 Loader Quote - Nuss Truck](#)  
[2019 11-12 Loader Quote Comparison](#)
20. [19-0699](#) Consider approving the Public Works Department's purchase of a 2020 budgeted compact track loader, equipped with a bucket and a snowplow from ASV for \$45,729.62.
- Attachments:** [JD 317G Quote](#)  
[City Of Grand Rapids 239 Proposal](#)  
[CITY OF GRAND RAPIDS RT-40 QUOTE](#)

## ADMINISTRATION DEPARTMENT

21. [19-0687](#) Consider adopting a resolution designating City of Grand Rapids polling places for calendar year 2020.
- Attachments:** [Res. 2020 Election Polling Places](#)

## ADJOURNMENT

*NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 25, 2019, AT 5:00 P.M.*

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

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

*Attest: Kimberly Gibeau, City Clerk*



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 19-0686      **Version:** 1      **Name:** General Aviation Month Proclamation  
**Type:** Agenda Item      **Status:** PRESENTATIONS/PROCLAMATIONS  
**File created:** 10/29/2019      **In control:** City Council  
**On agenda:** 11/12/2019      **Final action:**  
**Title:** Proclaim November General Aviation Appreciation Month  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [General Aviation Appreciation Month.pdf](#)

Date	Ver.	Action By	Action	Result
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Proclaim November General Aviation Appreciation Month

# *PROCLAMATION*

## **GENERAL AVIATION APPRECIATION MONTH**

WHEREAS, the City of Grand Rapids in the State of Minnesota has a significant interest in the continued vitality of general aviation, aircraft manufacturing, aviation educational institutions, aviation organizations and community airports; and

WHEREAS, general aviation and the Grand Rapids – Itasca County Airport have an immense economic impact on the City of Grand Rapids; and

WHEREAS, Minnesota is home to 135 public system airports, which serve 12,890 pilots and 5,679 registered and airworthy aircraft; and

WHEREAS, Minnesota is home to 109 fixed-base operators, 50 repair stations, 83 heliports, 12 FAA-approved pilot schools, 2,805 student pilots and 2,714 flight instructors; and

WHEREAS, general aviation in Minnesota contributes over \$5.3 billion to the State's total economic output; and

WHEREAS, general aviation not only supports Minnesota's economy, it improves overall quality of life by supporting emergency medical and healthcare services, law enforcement, firefighting and disaster relief, and by transporting business travelers to their destinations quickly and safely; and

WHEREAS, the nation's aviation infrastructure represents an important public benefit, and Congressional oversight should be in place of this system to ensure that it remains a public system and serves communities of all sizes;

NOW THEREFORE, BE IT RESOLVED: that I, Dale Adams, Mayor of The City of Grand Rapids, Minnesota, do hereby proclaim general aviation a vital strategic resource to the City of Grand Rapids and declare November 2019 to be General Aviation Appreciation Month.

IN WITNESS WHEREOF, I have hereto  
subscribed my name and the seal of the  
City of Grand Rapids, Minnesota, this  
12<sup>th</sup> day of November, Two thousand  
and nineteen.

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Dale Adams, Mayor  
City of Grand Rapids



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 19-0717      **Version:** 1      **Name:**

**Type:** Agenda Item      **Status:** PRESENTATIONS/PROCLAMATIONS

**File created:** 11/8/2019      **In control:** City Council

**On agenda:** 11/12/2019      **Final action:**

**Title:** Proclaim November 10, 2019 American Legion Auxiliary Centennial Day.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Am. Legion Auxiliary](#)

Date	Ver.	Action By	Action	Result
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Proclaim November 10, 2019 American Legion Auxiliary Centennial Day.



**AMERICAN LEGION AUXILIARY CENTENNIAL DAY  
COMMUNITY PROCLAMATION**

**WHEREAS, The American Legion was chartered by Congress in 1919 as a wartime veterans organization based on the four pillars of care for Veterans-National Security, Americanism, and Children and Youth; and**

**WHEREAS, the members of the American Legion are dedicated to upholding the ideals of freedom and democracy, while working to make a difference in the lives of fellow Americans; and**

**WHEREAS, The American Legion Auxiliary was also founded in 1919 to support The American Legion and honor the sacrifice of those who serve enhancing the lives of our veterans, military, and their families, both home and abroad.**

**WHEREAS, The American Legion Auxiliary is celebrating its centennial in 1919-2020;**

**NOW, THEREFORE; I, Dale Adams, Mayor of the City of Grand Rapids, Minnesota, do proclaim Sunday, November 10, 2019, as "American Legion Auxiliary Centennial Day."**

**IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Grand Rapids, Minnesota on this 10<sup>th</sup> day of November, 2019.**

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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 19-0685      **Version:** 1      **Name:** Council Minutes  
**Type:** Agenda Item      **Status:** Approval of Minutes  
**File created:** 10/29/2019      **In control:** City Council  
**On agenda:** 11/12/2019      **Final action:**  
**Title:** Consider approving Council minutes for Monday, October 28, 2019 Worksession and Regular Meetings.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [October 28, 2019 Worksession.pdf](#)  
[October 28, 2019 Regular Meeting.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving Council minutes for Monday, October 28, 2019 Worksession and Regular Meetings.



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council Work Session

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Monday, October 28, 2019

4:00 PM

Conference Room 2A

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**CALL TO ORDER:** Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Monday, October 28, 2019 at 4:00 p.m. in City Hall Conference Room 2B, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

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

- Present** 4 - Councilor Dale Christy, Councilor Rick Blake, Councilor Tasha Connelly, and Councilor Michelle Toven
- Absent** 1 - Mayor Dale Adams

### Staff present:

*Chad Sterle, Matt Wegwerth, Scott Johnson, Barb Baird*

### Discussion Items

1. Discuss CP 2014-2, 2019 Street Improvements Project  
  
*Mr. Wegwerth reviews original bidding that came in significantly higher than planned and the decision to table the project at that time. The project was re-evaluated and recommendations are made to delay a portion of the original project, complete work on 2nd Avenue NE, 7th and 9th Street NE with the addition of sidewalk from 10th to 11th Street NE. Alley work has already been completed as a local project. As this still falls within the required time frame, there is no need to hold another public hearing. If Council approves moving forward, affected residents will receive a letter with the updated plans.*
  
2. Climate Vulnerability Assessment and Adaptation Framework  
  
*Mr. Tim Scherckenbach presented information regarding climate changes in the United States, noting that Minnesota is one of the most vulnerable states, particularly in the northern areas of the state. He is recommending the Council consider preparing a draft vulnerability assessment. As to the question of cost, Mr. Wegwerth states that this would be done in house by City staff, working directly with the environmental group, therefore there would not be any direct cost with the exception of staff time. Consensus is for staff to move forward and return to Council if funding becomes a necessity.*
  
3. Review 5:00 PM Regular Meeting  
  
*Upon review, item #11a, adopting a resolution accepting a matching grant for the Fire*

*Department, is added to consent and item #3 is moved from Consent to the Regular agenda as item #13a. Councilor Christy noted that Advanced Civics students at Grand Rapids High School wrote letters to the City Council on the topic of vaping. Letters are divided between Council members for review and response.*

**ADJOURN**

*There being no further business, the meeting adjourned at 4:33 PM.*

*Respectfully submitted:*

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council

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Monday, October 28, 2019

5:00 PM

City Hall Council Chambers

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**CALL TO ORDER:** Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, October 28, 2019 at 5:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL

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

**Absent** 1 - Mayor Dale Adams

### Staff present:

*Chad Sterle, Eric Trast, Rob Mattei, Dom Deguisseppi, Barb Barid, Will Richter, Matt Wegwerth, Scott Johnson, Lynn DeGrio*

### PRESENTATIONS/PROCLAMATIONS

National Homelessness & Hunger Awareness

**Proclaimed and filed.**

### MEETING PROTOCOL POLICY

### PUBLIC FORUM

*Beth George, 819 NE 4th Street, on behalf of ICTV, invites the Council to the strategic planning stakeholder meetings being held on November 12th, in City Hall Council Chambers and November 13th at the Grand Rapids Area Library. These meetings are open to the public and all are encouraged to attend.*

### COUNCIL REPORTS

*Councilor Christy notes that the annual RAMS meeting has been scheduled for December 19, 2019 at 5:00 pm at Mt. Iron Community Center. All Council members are invited. If you plan to attend, RSVP to City Clerk Gibeau.*

### APPROVAL OF MINUTES

Consider approving Council minutes for Monday, October 14, 2019 Worksession and

Regular meetings.

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

#### **VERIFIED CLAIMS**

Consider approving the verified claims for the period October 8, 2019 to October 21, 2019 in the total amount of \$546,952.32.

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

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

#### **CONSENT AGENDA**

1. Consider adoption of City of Grand Rapids Personnel Policy Manual.  
**Adopted by consent roll call**
2. Consider adopting a resolution approving the plans and specifications and ordering the advertisement for bids for CP 2014-2, the 2019 Street Improvements Project - 2nd Avenue NE.  
**Adopted Resolution 19-93 by consent roll call**
4. Consider the attached list for part-time winter maintenance employment for the Public Works Department.  
**Approved by consent roll call**
5. Consider approving Final Payment for BR 31514 Horn Bridge Maintenance.  
**Approved by consent roll call**
6. Consider extending Seasonal Golf Employment  
**Approved by consent roll call**
7. Consider adopting a resolution accepting a \$7,146.00 grant from the MN Department of Iron Range Resources & Rehabilitation (IRRR) Residential Redevelopment Grant Program.  
**Adopted Resolution 19-94 by consent roll call**
8. Consider approving amendments to Hazmat Response Contract with State of

Minnesota to now be supervised by the State Fire Marshal Division.

**Approved by consent roll call**

- 9. Adopt a Resolution to Accept a \$150 Donation to the Fire Department

**Adopted Resolution 19-95 by consent roll call**

- 10. Consider adopting a resolution approving assignments of TIF in connection with River Hills Apartments and authorizing execution of consent to such assignments

**Adopted Resolution 19-96 by consent roll call**

- 11. Consider approving the hiring of a regular part-time employee at the IRA Civic Center / Parks and Recreation Department.

**Approved by consent roll call**

- 11a. Consider adopting a resolution accepting a 50/50 matching grant from the the MN DNR.

**Adopted Resolution 19-97 by consent roll call**

**Approval of the Consent Agenda**

**A motion was made by Councilor Michelle Toven, second by Councilor Tasha Connelly, approving the Consent agenda as amended. The motion carried by the following vote**

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

**SETTING OF REGULAR AGENDA**

**A motion was made by Councilor Dale Christy, second by Councilor Tasha Connelly, approving the Regular agenda as amended. The motion PASSED by unanimous vote.**

**ACKNOWLEDGE BOARDS & COMMISSIONS**

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

*Human Rights - July 31, 2019*  
*Library - September 11, 2019*  
*Golf - September 17, 2019*  
*PUC - September 11 & 24, 2019*

**Acknowledged**

**DEPARTMENT HEAD REPORT**

13. Engineering / Public Works Department Head Report - Matt Wegwerth, Public Works Director/City Engineer
- Matt Wegwerth highlights Engineering and Public Works departments activities including:*
- Staffing, Office locations and specific days at each
  - GIS Projects with new website, citizen reporter application, stormwater permits, etc.
  - CIP Projects including new school site, pedestrian bridge completed
  - Right of Way and Stormwater permit overview
  - Airport projects including master plan under FAA review, apron reconstruction completed, noting that runway reconstruction is next
  - New staffing structure of Public Works department
  - Assistance provided for public art projects & downtown beautification
  - Reminder of winter parking ordinance & upcoming plow season

**Received and Filed**

- 13a. Consider adopting a resolution accepting a bench donation from the family of Bernie Gothard.

**A motion was made by Councilor Dale Christy, second by Councilor Michelle Toven, adopting Resolution 19-98, accepting bench donation in memory of Bernie Gothard. The motion carried by the following vote.**

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

**COMMUNITY DEVELOPMENT**

14. Consider the Planning Commission's recommendation regarding approval of a request for a fourth amendment to the approved Conditional Use Permit granted to Wal-Mart Stores Inc., for the construction of a Wal-Mart Supercenter located on Lot 1, Block 1, Plat of Wal-Mart Grand Rapids.

*Mr. Mattei provides overview of CUP and requested amendment for Walmart stores.*

**A motion was made by Councilor Tasha Connelly, second by Councilor Dale Christy, adopting Resolution 19-99, approving amendment to CUP for Walmart as presented. The motion carried by the following vote.**

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

15. Consider approval of a Purchase Agreement with Blandin Foundation for the sale of the western portion of City property identified as Parcel Number 91-410-4010.

**A motion was made by Councilor Dale Christy, second by Councilor Tasha Connelly, approving purchase agreement with Blandin Foundation for sale of City property as identified. The motion carried by the following vote.**

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

16. Consider approval of an Ingress and Egress Easement to the Blandin Foundation over City property, Parcel Number 91-410-2620.

**A motion was made by Councilor Michelle Toven, second by Councilor Tasha Connelly, approving Ingress and Egress Easement to Blandin Foundation over City property, 91-410-2620. The motion carried by the following vote.**

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

17. Consider approval of a Purchase Agreement with Blandin Foundation for the purchase of Blandin Foundation property (Mississippi River Park), Parcel Numbers: 91-410-4510, 91-410-4520, 91-410-4530, 91-410-4540 and 91-410-4550

**A motion was made by Councilor Tasha Connelly, second by Councilor Michelle Toven, approving purchase agreement with Blandin Foundation for purchase of Blandin Foundation property as identified. The motion carried by the following vote.**

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

18. Consider approval of a resolution accepting a grant from the Blandin Foundation and authorize the Mayor to execute the grant agreement.

**A motion was made by Councilor Dale Christy, second by Councilor Tasha Connelly, adopting Resolution 19-100, accepting grant from Blandin Foundation. The motion carried by the following vote.**

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

#### ADMINISTRATION DEPARTMENT

19. Consider appointing Rebecca Sutherland to the position of part-time Records Technician/Transcriptionist with the Grand Rapids Police Department.

**A motion was made by Councilor Michelle Toven, second by Councilor Dale Christy, appointing Rebecca Sutherland to the position of part-time Records Technician/Transcriptionist for the Police Department, contingent on satisfactory employment requirements. The motion PASSED by unanimous vote.**

#### ADJOURNMENT



A motion was made by Councilor Tasha Connelly, second by Councilor Michelle Toven, to adjourn the meeting at 5:50 PM. The motion PASSED by unanimous vote.

*Respectfully submitted:*

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 19-0704      **Version:** 1      **Name:** VERIFIED CLAIMS  
**Type:** Agenda Item      **Status:** Verified Claims  
**File created:** 11/6/2019      **In control:** City Council  
**On agenda:** 11/12/2019      **Final action:**  
**Title:** Consider approving the verified claims for the period October 22, 2019 to November 4, 2019 in the total amount of \$694,042.00.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [COUNCIL BILL LIST 11-12-19.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period October 22, 2019 to November 4, 2019 in the total amount of \$694,042.00.

### **Requested City Council Action**

Make a motion approving the verified claims for the period October 22, 2019 to November 4, 2019 in the total amount of \$694,042.00.

DATE: 11/06/2019  
 TIME: 13:58:21  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 11/12/2019

VENDOR #	NAME	AMOUNT DUE
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GENERAL FUND		
0519650	ESRI INC	25,000.00
	TOTAL	25,000.00
CITY WIDE		
1309146	MACROSTIE ART CENTER	1,497.23
1900650	SRF CONSULTING GROUP INC	4,534.24
1915248	SHI INTERNATIONAL CORP	54.00
1920240	CHAD B STERLE	1,763.56
	TOTAL CITY WIDE	7,849.03
SPECIAL PROJECTS-NON BUDGETED		
1105530	KENNEDY & GRAVEN	1,699.50
	TOTAL SPECIAL PROJECTS-NON BUDGETED	1,699.50
ADMINISTRATION		
0102660	ABRAMS & SCHMIDT LLC	1,170.00
0718060	GRAND RAPIDS HERALD REVIEW	195.50
1605665	PERSONNEL DYNAMICS LLC	157.95
	TOTAL ADMINISTRATION	1,523.45
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE SERVICES INC	50.60
0221650	BURGGRAF'S ACE HARDWARE	435.52
0315455	COLE HARDWARE INC	24.98
0920060	ITASCA COUNTY TREASURER	126.82
1801555	RAPID PEST CONTROL INC	66.00
1821700	MICHAEL RUSSELL	460.00
1901535	SANDSTROM'S INC	24.81
2018680	TRU NORTH ELECTRIC LLC	170.00
	TOTAL BUILDING MAINTENANCE-CITY HALL	1,358.73
COMMUNITY DEVELOPMENT		
0920060	ITASCA COUNTY TREASURER	51.07
1920555	STOKES PRINTING & OFFICE	8.50
	TOTAL COMMUNITY DEVELOPMENT	59.57

DATE: 11/06/2019  
 TIME: 13:58:21  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 11/12/2019

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
ENGINEERING		
0612083	FLAGSHIP RECREATION	1,783.00
TOTAL ENGINEERING		1,783.00
FINANCE		
0809436	HILDI INC	2,900.00
1415377	NORTHERN BUSINESS PRODUCTS INC	19.50
TOTAL FINANCE		2,919.50
FIRE		
0409730	DIVERSIFIED INSPECTIONS INC	1,507.87
0920060	ITASCA COUNTY TREASURER	153.25
1309090	SUPERONE FOODS NORTH	71.76
1309255	MINNESOTA INTERAGENCY FIRE CEN	2,694.72
TOTAL FIRE		4,427.60
PUBLIC WORKS		
0100046	ASV HOLDINGS INC	613.25
0103325	ACHESON TIRE INC	440.00
0121721	AUTO VALUE - GRAND RAPIDS	101.98
0121725	AUTOMOTIVE ELECTRIC LLC	60.54
0221650	BURGGRAF'S ACE HARDWARE	109.99
0301685	CARQUEST AUTO PARTS	22.09
0315455	COLE HARDWARE INC	240.40
0415529	DONDELINGER FORD	158.63
0501650	EARL F ANDERSEN	167.70
0518366	ERICKSON'S ITASCA LUMBER INC	40.20
0815730	HOTSY EQUIPMENT OF MINNESOTA	361.21
0920057	ITASCA COUNTY SHERIFFS DEPT	57.00
0920060	ITASCA COUNTY TREASURER	736.61
1200500	L&M SUPPLY	5.99
1301213	MARTIN'S SNOWPLOW & EQUIP	518.18
1303039	MCCOY CONSTRUCTION & FORESTRY	140.18
2018225	TREASURE BAY PRINTING	176.00
2305453	WESCO RECEIVABLES CORP	5,920.00
TOTAL PUBLIC WORKS		9,869.95
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	19.08

DATE: 11/06/2019  
 TIME: 13:58:21  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 11/12/2019

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FLEET MAINTENANCE		
0601690	FASTENAL COMPANY	69.99
0920057	ITASCA COUNTY SHERIFFS DEPT	57.00
0920060	ITASCA COUNTY TREASURER	86.56
1201850	LAWSON PRODUCTS INC	668.25
1500700	OSI ENVIRONMENTAL BR 50	50.00
1801615	RAPIDS WELDING SUPPLY INC	5.00
	TOTAL FLEET MAINTENANCE	955.88
POLICE		
0103325	ACHESON TIRE INC	466.72
0221650	BURGGRAF'S ACE HARDWARE	163.46
0301685	CARQUEST AUTO PARTS	74.81
0315455	COLE HARDWARE INC	10.32
0409501	JOHN P. DIMICH	4,583.33
0512355	ELITE TINTING & GRAPHICS	625.00
0513233	EMERGENCY AUTOMOTIVE TECH INC	2,247.11
0717990	GRAND AUTO SPA LLC	33.00
0718060	GRAND RAPIDS HERALD REVIEW	290.00
0920060	ITASCA COUNTY TREASURER	3,533.28
1200500	L&M SUPPLY	34.99
1309160	MN COUNTY ATTORNEYS	209.00
1615427	POKEGAMA LAWN AND SPORT	91.95
2000400	T J TOWING	290.00
	TOTAL POLICE	12,652.97
GENERAL FUND-LIQUOR/CHART GAMB		
1901535	SANDSTROM'S INC	210.16
	TOTAL	210.16
CENTRAL SCHOOL		
0113233	AMERIPRIDE SERVICES INC	53.32
0218745	ASHLEY BRUBAKER	443.07
0221700	BUSY BEES QUALITY CLNG SVC INC	1,200.00
1801555	RAPID PEST CONTROL INC	63.25
1901535	SANDSTROM'S INC	154.68
	TOTAL	1,914.32

DATE: 11/06/2019  
 TIME: 13:58:21  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 11/12/2019

VENDOR #	NAME	AMOUNT DUE
AIRPORT		
0315455	COLE HARDWARE INC	46.12
0504825	EDWARDS OIL INC	550.80
0920060	ITASCA COUNTY TREASURER	37.87
1100295	KGM CONTRACTORS INC	10,869.00
1303039	MCCOY CONSTRUCTION & FORESTRY	2,641.91
1615427	POKEGAMA LAWN AND SPORT	269.14
1809154	RICHARD RYSAVY	50.00
2209421	VIKING ELECTRIC SUPPLY INC	232.59
TOTAL		14,697.43
CIVIC CENTER		
GENERAL ADMINISTRATION		
0103325	ACHESON TIRE INC	25.00
0118230	ARENA WAREHOUSE, LLC	40.00
0221650	BURGGRAF'S ACE HARDWARE	28.13
0315455	COLE HARDWARE INC	29.05
0401520	DANIELSON HEATING AND COOLING	135.00
0920060	ITASCA COUNTY TREASURER	47.61
1200500	L&M SUPPLY	341.00
1201430	LAKE SUPERIOR CUTTING EDGE LLC	70.00
1309090	SUPERONE FOODS NORTH	65.17
1605611	PEPSI BEVERAGES COMPANY	1,140.31
1901535	SANDSTROM'S INC	2,489.36
2116600	UPPER LAKE FOODS INC	581.60
TOTAL GENERAL ADMINISTRATION		4,992.23
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE	22.99
0920060	ITASCA COUNTY TREASURER	131.57
TOTAL		154.56
DOMESTIC ANIMAL CONTROL FAC		
0113233	AMERIPRIDE SERVICES INC	30.00
0920060	ITASCA COUNTY TREASURER	89.39
TOTAL		119.39

DATE: 11/06/2019  
 TIME: 13:58:21  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 11/12/2019

VENDOR #	NAME	AMOUNT DUE
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-FIRE DEPT		
0717995	GRAND FORKS FIRE EQUIPMENT LLC	6,309.23
TOTAL CAPITAL OUTLAY-FIRE DEPT		6,309.23
CAPITAL OUTLAY-IT DEPT		
1915248	SHI INTERNATIONAL CORP	3,150.00
TOTAL CAPITAL OUTLAY-IT DEPT		3,150.00
AIRPORT CAPITAL IMPRV PROJECTS		
2018 GA APRON CONSTRUCTION		
1100295	KGM CONTRACTORS INC	189,252.33
TOTAL 2018 GA APRON CONSTRUCTION		189,252.33
7TH AVENUE BRIDGE REHABILITATN		
HORN BRIDGE REHAB		
1200800	LHB INC	748.60
1600190	PCiROADS, LLC	74,561.75
TOTAL HORN BRIDGE REHAB		75,310.35
2018 INFRAST/CPT MNT IMP BONDS		
CAPITAL MAINT IMPRV PLAN		
0421450	DULUTH COATING SOLUTIONS INC	29,335.00
1405460	NELSON ROOFING INC	3,948.00
1415377	NORTHERN BUSINESS PRODUCTS INC	3,015.20
2018680	TRU NORTH ELECTRIC LLC	500.00
TOTAL CAPITAL MAINT IMPRV PLAN		36,798.20
STORM WATER UTILITY		
0301685	CARQUEST AUTO PARTS	36.76
0514798	ENVIRONMENTAL EQUIPMENT AND	215.86
0920060	ITASCA COUNTY TREASURER	206.53
1621125	PUBLIC UTILITIES COMMISSION	2,200.00
1809154	RICHARD RYSAVY	100.00
TOTAL		2,759.15

DATE: 11/06/2019  
 TIME: 13:58:21  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 11/12/2019

VENDOR #	NAME	AMOUNT DUE
-----		
LODGING TAX		
1920240	CHAD B STERLE	620.00
	TOTAL	620.00
	TOTAL UN-PAID TO BE APPROVED IN THE SUM OF:	\$ 406,386.53
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0114210	D. ANDERSON - CHANGE FUND	3,420.00
0114213	STEVE ANDERSON	161.51
0201354	B. BAIRD-PETTY CASH FUND	14.05
0300048	CN CONSTRUCTION INC	500.00
0305530	CENTURYLINK QC	57.75
0308659	DALE R. CHRISTY	69.60
0312104	TONY CLAFTON	92.98
0405305	LYNN DEGRIO	56.84
0405505	JAMES DENNY	488.60
0504615	JUSTIN EDMUNDSON	35.00
0605191	FIDELITY SECURITY LIFE INS CO	71.22
0717988	SHAWN GRAEBER	415.46
0718015	GRAND RAPIDS CITY PAYROLL	242,947.17
0900060	ICTV	20,491.20
0914295	JEFFREY INGLE	139.96
0920055	ITASCA COUNTY RECORDER	230.00
1015323	KIM JOHNSON-GIBEAU	39.44
1115230	KEVIN KOETZ	23.00
1201402	LAKE COUNTRY POWER	46.09
1209516	LINCOLN NATIONAL LIFE	1,453.78
1209527	JOHN R. LINDER	150.98
1305046	MEDIACOM LLC	136.90
1309180	MN STATE FIRE CHIEFS ASSOC	1,300.00
1309199	MINNESOTA ENERGY RESOURCES	173.45
1309338	MN STATE TREAS/BLDG INSPECTOR	2,227.94
1315630	ASHLEY MORAN	35.00
1405550	NEOPOST USA INC	1,000.00
1520720	KEVIN OTT	73.00
1601305	THOMAS J. PAGEL	939.34
1601750	PAUL BUNYAN COMMUNICATIONS	277.62
1615500	SHAUN POMPLUN	35.00
1621130	P.U.C.	9,821.57
1913344	HEATH SMITH	58.00
1921620	SUPERIOR USA BENEFITS CORP	303.00
2000100	TASC	30.60
2114360	UNITED PARCEL SERVICE	14.77
2205637	VERIZON WIRELESS	105.03
2301700	WASTE MANAGEMENT OF MN INC	219.62
	TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:	\$ 287,655.47
	TOTAL ALL DEPARTMENTS	694,042.00





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0683      **Version:** 1      **Name:** Consider authorizing the Police Department to sell one (1) abandoned/city owned motor vehicle at the Minnesota DNR auction located in Grand Rapids.

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

**File created:** 10/28/2019      **In control:** City Council

**On agenda:** 11/12/2019      **Final action:**

**Title:** Consider authorizing the Police Department to sell one (1) abandoned/city owned motor vehicle at the Minnesota DNR auction located in Grand Rapids.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider authorizing the Police Department to sell one (1) abandoned/city owned motor vehicle at the Minnesota DNR auction located in Grand Rapids.

**Background Information:**

The Police Department has used the Minnesota DNR auction (located in Grand Rapids) in the past to dispose of forfeited vehicles, abandoned vehicles and city owned vehicles. The auction is held at the Minnesota DNR facility located on Hwy #2 East in the City of Grand Rapids. The Auction is on Saturday, December 7, 2019. The money earned from the sale of the one (1) abandoned/city owned vehicle will be deposited into the city's general fund.

This abandoned vehicle was retained and used by the Police Department as their Police Reserve vehicle. This vehicle is in need of extensive repair and needed to be replaced soon. Recently the Police Department was awarded a 2015 Chevy Equinox from the courts from a forfeiture case, and has since replaced this vehicle.

Vehicle description as follows:

**MAKE / MODEL VIN #**

**ABANDONED/CITY OWNED VEHICLE**

1. 2004 Chevrolet Trailblazer VIN# 1GNET16P846100462

**Requested City Council Action**

Make a motion authorizing the Police Department to sell one (1) abandoned/city owned vehicle at the Minnesota DNR auction on Saturday, December 7, 2019 in Grand Rapids.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0696      **Version:** 1      **Name:** MERC Agreement  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/5/2019      **In control:** City Council  
**On agenda:** 11/12/2019      **Final action:**  
**Title:** Consider entering into a Transportation Service Agreement with Minnesota Energy Resources for natural gas services at the IRA Civic Center.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [MERC-1](#)  
[MERC-2](#)

Date	Ver.	Action By	Action	Result
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Consider entering into a Transportation Service Agreement with Minnesota Energy Resources for natural gas services at the IRA Civic Center.

**Background Information:**

Under the July 1, 2019 new tariff, the IRA Civic Center would have seen an increase of approximately \$9,000 annually in natural gas billing. A new firm transportation rate was made available as of Nov. 1, 2019, which is the rate we'll pay according to this agreement. Transferring to the proposed firm rate classification also aligns our facility with 'firm natural gas' and we will no longer receive curtailment notifications.

**Staff Recommendation:**

City staff recommends entering into a Transportation Service Agreement with Minnesota Energy Resources for natural gas services at the IRA Civic Center.

**Requested City Council Action**

Make a motion to enter into a Transportation Service Agreement with Minnesota Energy Resources for natural gas services at the IRA Civic Center and authorize necessary signatures.



## MINNESOTA ENERGY RESOURCES CORPORATION TRANSPORTATION SERVICE AGREEMENT

This Transportation Service Agreement (“Agreement”) is made and effective by and between Minnesota Energy Resources Corporation (“MERC” or “Company”) and IRA Civic Center (“Customer”).

Whereas, Customer has obtained or will obtain supplies of natural gas and desires Company to receive such natural gas and transport and deliver such gas to Customer, and to provide certain other related services to Customer; and

Whereas, Company is willing to provide natural gas transportation and related services to Customer, subject to the terms and conditions set forth herein.

Now, therefore, in consideration of the covenants contained herein, Company and Customer agree as follows:

1. **Availability and Description of Services.** Service under this Agreement is available to an eligible Customer that: (1) is not receiving sales service under the Natural Gas Sales Service Agreement and (2) purchases its own gas supplies that can be transported by pipeline and then delivered to Customer on an interruptible or joint firm/interruptible basis by Company. Service will be provided on a firm basis contingent upon adequate system capacity only if Customer has arranged firm transportation for such gas supplies on the interstate pipeline serving Company’s distribution system. Further, if a gas supplier arranges for firm transportation on behalf of the Customer, gas supplier and Customer shall sign a joint certification confirming said firm transportation of gas supply shall be executed and attached as Appendix B to this Agreement. The use of interruptible transportation service is only available if Customer has and will maintain both the proven capability and adequate fuel supplies to use alternate fuel if Company’s service to such Customer is interrupted. At Company’s request, Customer must reasonably demonstrate that it has such capability and fuel supplies and a Human Needs Customer must provide an affidavit that it will maintain both the proven capability and adequate fuel supplies. Customer represents that it meets the service availability requirements for transportation service under this Agreement.

Customer will receive services under this Agreement for the accounts and locations as provided in Appendix A. If Customer will have a gas supplier (a “Marketer”) arrange for transportation on behalf of Customer, Marketer shall execute an Agent Verification Agreement.

2. **Service Conditions and Requirements.** Service hereunder is provided by Company pursuant to its Transportation Rate Schedule, Sheet Nos. 6.00 et seq. and pursuant to the General Rules, Regulations, Terms and Conditions, all as contained in Company’s Gas Tariff



on file with the Minnesota Public Utilities Commission (“Commission”), as the same may be amended, modified or superseded from time to time (the “Tariff”). Customer is responsible for reimbursing Company for all on-site plant investments, including telemetry equipment, installed by Company to provide transportation service to Customer. Any such investment shall remain the property of Company. All Small Volume Transportation Customers must install telemetry equipment. Customer shall reimburse Company for the costs incurred by Company to install telemetry equipment or other related improvements. Any such equipment and improvements shall remain the property of Company.

3. **Applicable Tariffs.** Customer shall elect from the following tariffed services, as referenced from Company’s Tariff and Rate Book, Section 6.0, subject to Company approval for the accounts listed in Appendix A.

Applicable Tariffs:

- Commercial & Industrial Firm/Interruptible Class 1 Transport
- Commercial & Industrial Firm/Interruptible Class 2 Transport
- Commercial & Industrial Firm/Interruptible Class 3 Transport
- Commercial & Industrial Firm/Interruptible Class 4 Transport
- Commercial & Industrial Firm/Interruptible Class 5 Transport
- Agricultural Grain Dryer Firm/Interruptible Class 1 Transport
- Agricultural Grain Firm/Interruptible Dryer Class 2 Transport
- Agricultural Grain Firm/Interruptible Dryer Class 3
- Electric Generation Firm/Interruptible Class 1 Transport
- Electric Generation Firm/Interruptible Class 2 Transport

*Optional Services:* The following services are available at Customer’s option, subject to the conditions set forth in Section 6.0 of the Company’s Tariffs:

- Aggregation Service (applies to Marketer)
- End User Allocation Agreement

Customer shall, upon request of Company, execute such agreements as Company deems necessary or appropriate to effectuate the above services.

4. **Firm/Interruptible Service.** Customer elects, subject to the agreement of Company, the amount of Daily Firm Nomination as indicated by account, in Appendix A. Any usage above that amount shall be interruptible. To the extent that Customer has selected Daily Firm Nomination, Customer agrees to the following:



- a. Customer represents and warrants to Company that it, or its gas supply or both, will maintain, or will have and maintain at all relevant times, firm transportation rights on transporting pipelines upstream of Company's natural gas distribution system to deliver on a firm basis all volumes of gas to Company for Customer's accounts identified in Appendix A.
  - b. In the event any such firm transportation rights are terminated or limited in any manner so that Customer and its gas supply are unable to deliver gas to Company's natural gas distribution system as provided above, then Customer or Customer's designated gas supplier shall immediately notify Company in email to the following address : MERC-Transportation-Team@minnesotaenergyresources.com
  - c. Customer and its gas supplier shall jointly and severally indemnify and hold Company harmless from all suits, actions, claims, debts, liabilities, accounts, damages, costs, losses, penalties and expenses (including attorney's fees and court costs) arising out of the failure of Customer and gas supplier to maintain, or cause to be maintained, the firm transportation rights described herein.
5. **Term.** This Agreement shall remain in effect for a primary term of ONE (1) years from the date service commences hereunder, and thereafter from year to year until canceled by either party on six (6) months prior written notice to the other party.
6. **Balancing.** Customer agrees that nominated volumes and actual receipt and delivery volumes must balance. Customer is responsible for: (a) providing nominations which accurately reflect Customer's expected consumption, and (b) balancing volumes consumed at the delivery points with deliveries to Company's system. Failure to fulfill these responsibilities will result in Customer incurring balancing and/or scheduling charges described in Company's Transportation Rate Schedule, which charges shall be in addition to any Company charges, and which charges shall change as the interstate pipeline changes its rates.
7. **Pipeline Charges; Capacity Assignment.** Any charges which Company incurs from a pipeline on behalf of Customer will be passed through to Customer. Such charges may include but are not limited to any other charges referenced this Agreement and Company's Tariffs, General Rules, Regulations, and Terms and Conditions of Service.
8. **Nominations.** If Customer desires volumes to flow on the first day of the month, Customer must directly advise Company's Gas Supply Services Division by 9:00 a.m. (Central Clock Time) five (5) working days prior to the end of the preceding month of the volumes to be delivered on Customer's behalf.



For intra month nomination changes, to be effective at 9:00 a.m. (Central Clock Time), Customer must directly advise Company's Gas Supply Services Division by 9:00 a.m. (Central Clock Time) on the day preceding the effective date of the nomination change. Intra-day nominations will be accepted by Company on a best efforts basis until 3:00 p.m. (Central Clock Time) on the day of gas flow if the nomination is confirmed by the interstate pipeline.

9. **Penalty for Unauthorized Takes When Service is Interrupted or Curtailed.** If Customer fails to curtail its use of gas hereunder when requested to do so by Company, Customer shall be billed at the transportation charge, plus the cost of gas Company secures for Customer, plus applicable charges and penalties per Company's Tariffs. Company may in addition disconnect Customer's supply of gas in the event of Customer's failure to curtail its use thereof when requested by Company to do so.

10. **Billing and Payment.** Bills shall be calculated in accordance with the applicable rate schedule each month and shall be payable monthly. Upon request, Company shall give Customer the approximate date on which Customer should receive its bill each month, and if a bill is not received or is lost, Company shall, upon request, issue a duplicate. Failure to receive a bill shall not relieve Customer from payment.

The bill shall be considered rendered to Customer when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the bill shall be considered rendered when delivered to the last known address of the party responsible for payment. Bills become delinquent if not paid within seventeen (17) days after rendering of the bill. When Customer payments are made by mail, bills will be considered as having been paid on the date of mailing as shown by postmark.

Late payment penalties are assessed on the past due amount and shall not exceed one and one-half percent (1½%) per month of the past due amount. The penalty date shall be not less than seventeen (17) days after the rendering of the bill and shall be considered to have expired at office opening time of the next day after the date indicated on the bill. Mail payments are considered to have been paid on the date of the postmark. If the penalty date falls on a Saturday, Sunday or holiday, it will be extended to the next normal working day before the penalty is assessed.

11. **Request to Transfer to Sales Service or Modify Daily Firm Nomination.** Customer agrees to take transportation service at the amount of Daily Firm Nomination indicated in Appendix A for the period November 1 through October 31. Customer may not transfer to sales service or modified its Daily Firm Nomination until the next November 1st and must notify the Company in writing at least ninety days prior to the transfer or modify as applicable. Customer shall fill out a Notice of Intent to Switch Natural Gas Services form and submit it to the Company for a change to sales service or modification its Daily Firm Nomination. A



customer may only transfer to firm sales service or modify its Daily Firm Nomination if Company is able to arrange adequate additional firm gas entitlements to meet the needs imposed on its system by the customer, without jeopardizing system reliability or increasing costs for its other customers. If Customer faces unforeseen circumstances that were not known ninety days prior to November 1, Customer may request a waiver of the notice requirement to allow Customer to transfer service or modify Daily Firm Nomination. The Company has sole discretion to grant or deny such a request and may only grant such a request if the Company determines that (1) unforeseen circumstances prevented Customer from timely requesting to transfer or modify service, (2) adequate gas supply and interstate pipeline capacity is available to serve Customer, and (3) the waiver will not result in any detriment to existing system sales customers. If the Company waives the notice requirement, the Company may require the customer to pay an exit fee to recover the costs related to a switch to or from service under this rate schedule. This exit fee may include, but is not limited to, any above market gas commodity costs, any interstate pipeline transportation and/or storage costs, and any other demand costs.

12. **Notices:** Notices required or otherwise given under this Agreement, except notices specifically allowed to be provided by facsimile, shall be given in writing and mailed by first class mail to the other party at the provided below:

Company:	Customer:
Minnesota Energy Resources Corporation ("MERC")	Company: IRA Civic Center
Attention: Transportation Account Manager	Attention: Dale Anderson
Address: 2685 145 <sup>th</sup> St W Rosemount, MN 55068	Address: 1401 Northwest 3rd Ave Grand Rapids, MN 55744
Telephone: 651-322-8912	Telephone: 218-326-2500
Fax: 651-322-8954	Fax: danderson@ci.grand-rapids.mn.us

13. **Regulatory Commission Authority.** The provisions of this Agreement are subject to Company's Tariffs, General Rules, Regulations, and Terms and Conditions of Service, all valid legislation with respect to the subject matter hereof and to all present and future orders, rules, and regulations of the Commission and any other regulatory authorities having jurisdiction over (i) the transportation of natural gas contemplated hereunder, or (ii) the construction and operation of any facilities required to deliver said natural gas. Customer agrees that Company shall have the right to unilaterally make and to file with any and all regulatory bodies exercising jurisdiction, now or in the future, changes in rates or new rates or any other changes to Company's Tariffs, General Rules, Regulations, and Terms and Conditions of Service and that Customer shall be bound by such changes or new rates as are approved by such regulatory bodies. In the event of any conflict between the terms of this Agreement and the Company's Tariffs, General Rules, Regulations, and Terms and Conditions of Service, the Company's Tariffs, General Rules, Regulations, and Terms and Conditions of Service shall control.



14. **Acknowledgement of Transportation Risks.** Customer hereby acknowledges and accepts the following risks and requirements associated with transporting gas:

a. the risk that Customer may incur penalties for usage of unauthorized volumes described in the Company’s Tariffs and any charges Company incurs from the pipeline on behalf of Customer; and

b. that Customer must stop using gas when notified by Company or by Customer’s gas supplier of any interruption affecting Customer’s gas supply or transportation service.

15. **Entire Agreement.** This Agreement and Company’s Tariffs constitute the entire agreement of the parties with respect to the subject matter hereof, and supersedes and replaces all other prior or contemporaneous agreements between the parties regarding such subject matter.

The parties have executed this Agreement as evidenced by their signatures below.

The parties have executed this Agreement as evidenced by their signatures below.

**“Company”**

Minnesota Energy Resources Corporation  
 (“MERC”)

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

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

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

**“Customer”**

IRA Civic Center  
 (*print name*)

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

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

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





**APPENDIX A. TRANSPORTATION CUSTOMER ACCOUNT, LOCATION, AND  
DAILY FIRM NOMINATIONS**

<b>Address</b>	<b>Account Number</b>	<b>Applicable Tariff</b>	<b>Daily Firm Nomination (daily/therm)</b>
1401 Northwest 3rd Ave Grand Rapids, MN 55744	0507650056-00001	T-C2-Firm	600



**APPENDIX B. CERTIFICATION FOR SERVICE TO FIRM TRANSPORTATION CUSTOMERS**

Dale Adams, Mayor, of City of Grand Rapids, ("Customer") and Daniel Mark, Vice President, of Constellation New Energy ("Marketer") certify and agree as follows:

1. Customer and Marketer represent to Minnesota Energy Resources Corporation ("MERC" or "Company") that it shall, on behalf of its Customer, have and maintain at all relevant times, firm transportation rights on transporting pipelines upstream of Company's natural gas distribution system to deliver on a firm basis all volumes of gas to Company for Customer's accounts identified on Exhibit "A" attached hereto.
2. In the event any such firm transportation rights are terminated or limited in any manner so that Marketer is unable to deliver gas to Company's natural gas distribution system as provided above, then Customer and Marketer shall immediately notify via email to the following address: MERC-Transportation-Team@minnesotaenergyresources.com
3. Marketer shall jointly and severally indemnify and hold Company harmless from all suits, actions, claims, debts, liabilities, accounts, damages, costs, losses, penalties and expenses (including attorney fees and court costs) arising out of the failure of Customer and Marketer to maintain, or cause to be maintained, the firm transportation rights described herein.
4. This Certification shall be governed and construed in accordance with the laws of the State of Minnesota.
5. Dale Adams warrants, represents, and certifies that he/she is authorized to sign this Certification on behalf of Customer, that execution of this Certification serves to bind Customer, and that Marketer is authorized to act on behalf of Customer for purposes of the securing and transporting natural gas and to execute this Certification.
6. Daniel Mark warrants, represents, and certifies that he/she is authorized to sign this Certification on behalf of Marketer and that execution of this Certification serves to bind Marketer.
7. This Certification may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same agreement, and may be executed and delivered by facsimile signature, which shall be considered an original.

**Marketer Name** Constellation New Energy

**Customer Name** City of Grand Rapids

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

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

Title: Vice President

Title: Mayor



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 19-0688      **Version:** 1      **Name:** On-Sale Liquor License - Sammy's  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 10/30/2019      **In control:** City Council  
**On agenda:** 11/12/2019      **Final action:**  
**Title:** Consider approving On-Sale liquor license for TKMM, Inc. dba Sammy's Pizza & Restaurant for 2019 and authorize prorating license fee.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider approving On-Sale liquor license for TKMM, Inc. dba Sammy's Pizza & Restaurant for 2019 and authorize prorating license fee.

**Background Information:**

Sammy's Pizza currently holds a license for On-sale wine with authorization for strong beer. They have submitted the application for an on-sale liquor license, which if approved by Council, will be sent to Alcohol & Gambling Enforcement for the State of Minnesota.

**Staff Recommendation:**

Approve contingent upon receipt of pro-rated fee and authorize submission to State of Minnesota Alcohol & Gambling.

**Requested City Council Action**

Make a motion approving on-sale liquor license for TKMM, Inc. dba Sammy's Pizza & Restaurant for 2019 and authorize pro-rating license fee.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0689      **Version:** 1      **Name:** AP 2017-1 Approve Final Payment and CO 1-4  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 10/30/2019      **In control:** City Council  
**On agenda:** 11/12/2019      **Final action:**  
**Title:** Consider approving Final Payment for AP 2017-1, GA Apron Reconstruction in the amount of \$189,252.33 and Change Orders 1-4.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Final Pay App & Change Orders 1-4](#)

Date	Ver.	Action By	Action	Result
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Consider approving Final Payment for AP 2017-1, GA Apron Reconstruction in the amount of \$189,252.33 and Change Orders 1-4.

**Background Information:**

AP 2017-1 is complete and ready for final payment in the amount of \$189,252.33. This includes final contract quantities and change orders 1-4. Change Order 1 is for the removal of buried concrete aprons in the amount of \$37,073.91, Change Order 2 is for the excavation of approximately 2' of unsuitable soils from the new taxiway in the amount of \$11,902.62, Change Order 3 is for the installation of additional storm sewer to help alleviate standing water in the amount of \$30,215.00 and Change Order 4 is a Balancing Change Order which is an accounting device used to adjust the Contract Amount to equal the As-built amount. Below is a summary of the final project costs.

Original Contract Amount = \$1,311,445.53  
 Final Contract Amount = \$1,232,379.00  
 Total Final Payment Amount = \$189,252.33

**Staff Recommendation:**

City Staff recommends approving Final Payment for AP 2017-1, GA Apron Reconstruction in the amount of 189,252.33 and Change Orders 1-4.

**Requested City Council Action**

Make a motion approving Final Payment for AP 2017-1, GA Apron Reconstruction in the amount of \$189,252.33 and Change Orders 1-4.



**Application for Payment**  
**(Unit Price Contract)**  
**No. 4**

Eng. Project No.: GRANR 141859

Location: Grand Rapids, Minnesota

Contractor KGM Contractors Inc.

Contract Date July 2, 2018

9211 Hwy 53

Angora, MN 55703

Contract Amount \$ 1,232,379.00

Contract for 2018 Apron Reconstruction

Application Date 10/17/19

For Period Ending 10/17/19

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
<b>SCHEDULE A</b>						
105	Mobilization	LS	1	1	\$99,000.00	\$99,000.00
2051.501	Maintenance & Restoration of Haul	LS	1	1	1,300.00	\$1,300.00
2563.601	Traffic Provisions/Airport Security &	LS	1	1	5,500.00	\$5,500.00
D-701-5.1	Remove Storm Pipe	LF	491	491	10.00	\$4,910.00
D-701-5.2	12" RC Pipe, Class V	LF	90	90	72.00	\$6,480.00
D-701-5.3	12" RC Pipe, Apron Class V with Trash	EA	2	2	1,025.00	\$2,050.00
D-701-5.4	22" x 36" RC Arch Pipe, Class V	LF	150	150	105.00	\$15,750.00
D-701-5.5	22" x 36" RC Arch Pipe, Apron Class V	EA	1	1	1,650.00	\$1,650.00
D-751-5.1	Remove Storm Structure	EA	6	6	600.00	\$3,600.00
D-751-5.2	48 inch Storm Manhole	EA	2	2	2,400.00	\$4,800.00
D-751-5.3	Casting Assembly	EA	2	2	1,200.00	\$2,400.00
L-125-5.1	Retroreflective Marker	EA	32	36	120.00	\$4,320.00
P-101-5.1	Pavement Removal	SY	32772	32772	2.90	\$95,038.80
P-101-5.2	Sawing Bituminous Pavement	LF	1870	2052	2.50	\$5,130.00
P-101-5.3	Remove Tie Down Anchor	EA	63	63	200.00	\$12,600.00
P-101-5.4	Remove Sign Base	EA	3	3	300.00	\$900.00
P-101-5.5	Remove Light Bases	EA	2	3	300.00	\$900.00
P-101-5.6	Salvage Sign	EA	3	3	300.00	\$900.00
P-101-5.7	Salvage Retroreflective Marker	EA	10	10	100.00	\$1,000.00
P-152-5.1	Common Excavation (EV)	CY	13687	13687	10.00	\$136,870.00
P-152-5.2	Subgrade Excavation (EV)	CY	935	935	10.00	\$9,350.00
P-152-5.3	Select Topsoil Borrow (Obtained off	CY	1524	1594	20.00	\$31,880.00
P-152-5.4	Subgrade Preparation	LS	0.95	0.95	2,500.00	\$2,375.00
P-154-5.1	Select Granular Borrow (CV)	CY	2442	2513	13.40	\$33,674.20
P-156-5.1	Erosion Control	LS	1	1	3,000.00	\$3,000.00
P-156-5.2	Silt Fence, Type Preassembled (Incl.	LF	780	780	3.85	\$3,003.00
P-156-5.3	Filter Log Roll, Type Wood Fiber	LF	300	110	4.00	\$440.00
P-208-5.1	Aggregate Base (CV)	CY	4670	4670	20.00	\$93,400.00
P-401-5.1	Bituminous Base Course PG 58-28	TON	3135	3218	67.75	\$218,019.50
P-401-5.2	Bituminous Surface Course PG 58-28	TON	3135	3218	74.80	\$240,706.40
P-501-5.1	6" Portland Cement Concrete (PCC)	SY	980	0	104.50	
P-603-5.1	Bituminous Tack Coat	GAL	1302	1440	2.80	\$4,032.00
P-605-5.1	Bituminous Joint (Saw, Route, Seal)	LF	3487	6157	3.15	\$19,394.55
P-620-5.1	Pavement Marking	SF	4846	9166	1.50	\$13,749.00
P-900-5.1	Tiedown Anchors	EA	53	53	500.00	\$26,500.00
P-900-5.2	Tiedown Anchors, Special	EA	7	7	525.00	\$3,675.00

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
T-901-5.1	Turf Establishment, Incl. Seed,	ACRE	2.57	3.32	3,850.00	\$12,782.00
<b>SCHEDULE B</b>						
P-101-5.1	Pavement Removal	SY	1410	1410	4.80	\$6,768.00
P-152-5.1	Common Excavation (EV)	CY	235	235	15.00	\$3,525.00
P-152-5.4	Subgrade Preparation	LS	0.05	0.05	19,000.00	\$950.00
P-208-5.1	Aggregate Base (CV)	CY	235	235	20.00	\$4,700.00
P-401-5.1	Bituminous Base Course PG 58-28	TON	162	162	72.00	\$11,664.00
P-401-5.2	Bituminous Surface Course PG 58-28	TON	162	162	85.00	\$13,770.00
P-603-5.1	Bituminous Tack Coat	GAL	70	70	3.00	\$210.00

**Total Contract Amount**

**\$1,162,666.45**

Total Contract Amount \$ 1,232,379.00

Contract Change Order No. 1  
 Contract Change Order No. 2  
 Contract Change Order No. 3  
 Less Previous Applications:  
 AFP No. 1: 624,992.18 AFP No. 6: \_\_\_\_\_  
 AFP No. 2: 340,159.37 AFP No. 7: \_\_\_\_\_  
 AFP No. 3: 87,454.10 No. 2: \_\_\_\_\_  
 AFP No. 4: \_\_\_\_\_ AFP No. 9: \_\_\_\_\_  
 AFP No. 5: \_\_\_\_\_

Total Amount Earned \$ 1,162,666.45

Material Suitably Stored on Site, Not  
 Incorporated into Work

Percent Complete 100 37,073.91  
 Percent Complete 100 11,902.62  
 Percent Complete 100 30,215.00  
 GROSS AMOUNT DUE \$ 1,241,857.98  
 LESS 0 % RETAINAGE \$ \_\_\_\_\_  
 AMOUNT DUE TO DATE \$ 1,241,857.98  
 LESS PREVIOUS APPLICATIONS \$ 1,052,605.65  
 AMOUNT DUE THIS APPLICATION \$ 189,252.33

**CONTRACTOR'S AFFIDAVIT**

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the Contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications for Payment under said contract, 2018 Apron Reconstruction, Grand Rapids, Minnesota, and (2) all material and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment and free and clear of all liens, claims, security interests and encumbrances.

Date October 23, 2019

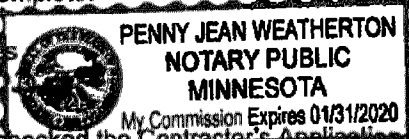
KGM Contractors Inc.  
 (Contractor)

COUNTY OF St. Louis )  
 STATE OF Minnesota ) SS

By [Signature] Secretary  
 (Name and Title)

Before me on this 23 day of October, 2019, personally appeared Thomas Kuvas known to be, who being duly sworn did depose and say that he is the secretary (office) of the Contractor above mentioned that he executed the above Application for Payment and Affidavit on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

My Commission expires Jan 31, 2020



[Signature]  
 (Notary Public)

The undersigned has checked the Contractor's Application for Payment shown above. A part of this Application is the Contractor's Affidavit stating that all previous payments to him under this contract have been applied by him to discharge in full all of his obligations in connecting with the work by all prior Applications for Payment.

In accordance with the Contract, the undersigned recommends approval of payment to the Contractor for the Amount due.

Shawn McMahon

**Short Elliott Hendrickson Inc.**

By [Signature]  
 Date 10/23/2019

[Signature]

**City of Grand Rapids**

By [Signature]  
 Date 10/24/2019



Building a Better World  
for All of Us®

# CHANGE ORDER

City of Grand Rapids

09/25/2018

OWNER

DATE

AIP No. 3-27-0037-21-18

1

OWNER'S PROJECT NO.

CHANGE ORDER NO.

2018 Apron Reconstruction, Grand Rapids-Itasca County Airport

GRANR 147130 71.50

PROJECT DESCRIPTION

SEH FILE NO.

The following changes shall be made to the contract documents:

**Description:**

Concrete Apron Removal - \$9,065.06

- Removed buried concrete apron slab (see attached).
- Dispose of concrete material.

Concrete Apron Installation - \$28,008.85

- Replace the removed concrete aprons in kind
- Apron sizes are 55' x 16' & 11' x 16'

**Notes:**

- Includes wage scale.

**Purpose of Change Order:**

The purpose of this change order is to remove and replace buried concrete aprons from the area adjacent to a hangar structures on the apron. The concrete slabs were not known to be present prior to construction commencing.

Basis of Cost:             Actual             Estimated

**Attachments (list supporting documents)**

- Change order 1 memorandum with cost justification.
- Contractor's proof of abiding by Buy American provisions.
- Contract price request (KGM Contractors).
- Engineer's estimate.
- Change location drawing.

**Contract Status**

Original Contract  
 Net Change Prior C.O.'s 0 to 0  
 Change this C.O.  
 Revised Contract

Time	Cost
45	\$1,232,254.00
N/A	0
0 Days	\$37,073.91
45 Days	\$1,269,327.91

Recommended for Approval: **Short Elliott Hendrickson Inc.** by

*Bethita Crow*  
Bethita Crow, PE

Agreed to by Contractor:

BY *[Signature]*  
KGM Contractors, Inc.

TITLE

Approved for Owner:

BY *[Signature]*  
City of Grand Rapids

TITLE





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# CHANGE ORDER

City of Grand Rapids

10/24/2018

OWNER

DATE

AIP No. 3-27-0037-21-18

2

OWNER'S PROJECT NO.

CHANGE ORDER NO.

2018 Apron Reconstruction, Grand Rapids-Itasca County Airport

GRANR 147130 71.50

PROJECT DESCRIPTION

SEH FILE NO.

The following changes shall be made to the contract documents:

### Description:

Subcut new taxilane and add 4" drain tile - \$11,902.62

- Excavated approximately 2' of unsuitable soils (clay) from subgrade of new taxiway.
- Hauled salvaged granular material from apron and placed approximately 2 feet in excavated area, on top of fabric.

### Notes:

- Includes wage scale.

### Purpose of Change Order:

The purpose of this change order is to excavate approximately 2' of unsuitable soils from the subgrade of the new taxilane north of the apron and replace with salvaged granular material from the apron area. It also includes the installation of geotextile fabric. This change order is necessary as the new taxiway would not perform like it was initially designed.

Basis of Cost:  Actual  Estimated

### Attachments (list supporting documents)

- Change Order 2 memorandum with cost justification.
- Contractor's proof of abiding by Buy American provisions.
- Contract price request (KGM Contractors).
- Engineer's estimate.
- Change location drawing.

### Contract Status

Original Contract

Time

Cost

45

\$1,232,254.00

Net Change Prior C.O.'s 1 to 1

N/A

\$37,073.91

Change this C.O.

0 Days

\$11,902.62

Revised Contract

45 Days

\$1,281,230.53

Recommended for Approval: Short Elliott Hendrickson Inc. by

Benita Crow, PE

Agreed to by Contractor:

Approved for Owner:

BY KGM Contractors, Inc.

BY City of Grand Rapids

TITLE

CITY ENGINEER

TITLE



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# CHANGE ORDER

City of Grand Rapids

5/8/2019

OWNER

DATE

AIP No. 3-27-0037-21-18

3

OWNER'S PROJECT NO.

CHANGE ORDER NO.

2018 Apron Reconstruction, Grand Rapids-Itasca County Airport

GRANR 147130 71.50

PROJECT DESCRIPTION

SEH FILE NO.

The following changes shall be made to the contract documents:

**Description:**

Install new 18" RCP storm sewer and structures - \$

- Install approximately 195 LF of new 18" RCP storm sewer and structure.
- Remove and replace existing bituminous on Taxiway Alpha.

**Notes:**

- Includes wage scale.

**Purpose of Change Order:**

The purpose of this change order is to install additional storm sewer to help alleviate standing water during spring thaw and periods of heavy rain. This change order is necessary as the new apron would experience standing water above what can be considered reasonable as the granular soils are not infiltrating as originally expected, as well as later thaw in spring.

**Basis of Cost:**             *Actual*             *Estimated*

**Attachments (list supporting documents)**

- Change Order 3 memorandum with cost justification.
- Contractor's proof of abiding by Buy American provisions.
- Contract price request (KGM Contractors).
- Engineer's estimate.
- Change location drawing.

**Contract Status**

Original Contract

Time

Cost

45

\$1,232,254.00

Net Change Prior C.O.'s 2 to 2

N/A

\$48,976.53

Change this C.O.

0 Days

\$30,215.00

Revised Contract

45 Days

\$1,330,207.06

Recommended for Approval: **Short Elliott Hendrickson Inc.** by

  
Benita Crow, PE

Agreed to by Contractor:

Approved for Owner:

BY   
KGM Contractors, Inc.

BY   
City of Grand Rapids

TITLE

TITLE

STATE AID FOR LOCAL TRANSPORTATION  
CHANGE ORDER

SP      A3101-05      AIP Proj. No. 3-27-0037-21-18      CO No. 4

Project Location **Grand Rapids – Itasca County Airport**

Local Agency City of Grand Rapids      Local Project No. \_\_\_\_\_

Contractor KGM Contractors, Inc.      Contract No. 1

Address/City/State/Zip 9211 Hwy 53, Angora, MN 55703

**Total Change Order Amount \$ \$0**

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions:

This is a Balancing Change Order. A Balancing Change Order is an accounting device used to adjust the Contract Amount to equal the As-built amount.

Contract Amount = \$1,311,445.53. Final Amount = \$1,241,857.98

**Estimate Of Cost:** *(Include any increases or decreases in contract items, any negotiated or force account items.)*

Item No.	Description	Unit	Unit Price	+ or – Quantity	+ or – Amount \$
L-125-5.1	Retroreflective Marker	EA	120.00	+4	+\$480.00
P-101-5.2	Sawing Bituminous Pavement	LF	2.50	+182	+\$455.00
P-101-5.2	Remove Light Bases	EA	300.00	+1	+\$300.00
P-152-5.3	Select Topsoil Borrow	CY	20.00	+70	+\$1,400.00
P-154-5.1	Select Granular Borrow	CY	13.40	+71	+\$951.40
P-156-5.3	Filter Log Roll, Type Wood Fiber	LF	4.00	-190	-\$760.00
P-401-5.1	Bituminous Base Course	TON	67.75	+83	+\$5,623.25
P-401-5.2	Bituminous Surface Course	TON	74.80	+83	+\$6,208.40
P-501-5.1	6" Portland Cement Concrete	SY	104.50	-980	-\$102,410.00
P-603-5.1	Bituminous Tack Coat	GAL	2.80	+138	+\$386.40
P-605-5.1	Bituminous Joint	LF	3.15	+2,670	+\$8,410.50
P-620-5.1	Pavement Marking	SF	1.50	+4,320	+\$6,480.00
T-901-5.1	Turf Establishment	ACRE	3,850.00	+0.75	+\$2,887.50
<b>Net Change</b>					<b>-\$69,587.55</b>

*\*\*Group/Funding category is required for Federal Aid projects*

Approved by Project Engineer: \_\_\_\_\_ Date: October 24, 2019  
Print Name: **Matt Wegwerth, PE** Phone: (218) 326-7625

Approved by Contractor: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: **Tom Kvas** Phone: (218) 780-9266

**Distribution:** Project Engineer (Original), Contractor (copy), DSAE (copy for funding review)

**DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.**

This work is eligible for:  Federal Funding  State Aid Funding  Local funds

District State Aid Engineer: \_\_\_\_\_ Date: \_\_\_\_\_



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0690      **Version:** 1      **Name:** Warming House Attendants  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/4/2019      **In control:** City Council  
**On agenda:** 11/12/2019      **Final action:**  
**Title:** Consider hiring part-time seasonal Warming House Attendants.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

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

Consider hiring part-time seasonal Warming House Attendants.

**Background Information:**

Every winter Warming House Attendants are hired to supervise, clean, and maintain our warming houses and outdoor rinks. In accordance with the City's part-time pay scale the following employees will all be paid \$10.00 - \$10.50 per hour and their employment will terminate March 31, 2020. This is included in the annual Recreation Department budget.

- Caleb Andrews - \$10.50
- Brett Rodenberg - \$10.50
- Reid LaRoque - \$10.50
- Derek Broberg - \$10.50
- Owen Linder - \$10.50
- Nathaniel DeGuseppi - \$10.50
- Joseph Lessin - \$10.00
- Ashton Hill - \$10.00
- Judah Andrews - \$10.00

**Staff Recommendation:**

City staff recommends hiring part-time seasonal Warming House Attendants for the 2019-20 outdoor skating season.

**Requested City Council Action**

Make a motion to hire part-time seasonal Warming House Attendants for the 2019-20 outdoor skating season.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0691      **Version:** 1      **Name:** IRA PT Employees  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/4/2019      **In control:** City Council  
**On agenda:** 11/12/2019      **Final action:**  
**Title:** Consider approving the hiring of regular part-time employees at the Grand Rapids Park and Recreation Department and the IRA Civic Center and implement wage adjustments for current part-time employees.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

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

Consider approving the hiring of regular part-time employees at the Grand Rapids Park and Recreation Department and the IRA Civic Center and implement wage adjustments for current part-time employees.

**Background Information:**

The following individuals will be hired with the Grand Rapids Park and Recreation Department and the IRA Civic Center as regular part-time maintenance employees:

Bryan Lundquist - \$13.00/hour  
Nathaniel DeGuseppi - \$12.00/hour

The following employees' wages will be adjusted:

Kohl Mattson - \$12.00/hour  
Kade Mattson - \$12.00/hour  
Zach Ambuel - \$12.00/hour  
Ryan Cimino - \$12.00/hour  
Sawyer Bloch - \$12.00/hour

**Staff Recommendation:**

City staff is recommending the approval of hiring regular part-time employees with the Grand Rapids Park and Recreation Department and the IRA Civic Center and implementation of wage adjustments for current part-time employees.

**Requested City Council Action**

Make a motion approving the hiring of regular part-time employees with the Grand Rapids Park and Recreation Department and the IRA Civic Center and implementation of wage adjustments for current part-time employees.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0692      **Version:** 1      **Name:** Operating Transfer from 418 to Gen Fund-Art  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/4/2019      **In control:** City Council  
**On agenda:** 11/12/2019      **Final action:**  
**Title:** Consider approving a resolution authorizing an operating transfer from the Capital Project Fund-Arts & Culture Capital Projects to the General Fund in the amount of \$2,385.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [\\$2,385 operating transfer from 418 to 101-Sculpture Art](#)

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

Consider approving a resolution authorizing an operating transfer from the Capital Project Fund-Arts & Culture Capital Projects to the General Fund in the amount of \$2,385.

**Background Information:**

On March 25, 2019, the City Council approved the Artwork Design Agreement to create three sculptures with Milligan Studio for a fee of \$30,000. The Public Works employees assisted with the installation of the art, and incurred additional costs to the City. The additional material costs provided by the City was \$2,385, this requires an operating transfer from the Arts & Culture Capital Project Fund to cover these costs.

**Staff Recommendation:**

Staff recommends approving a resolution authorizing an operating transfer from the Capital Project Fund-Arts & Culture Capital Projects to the General Fund in the amount of \$2,385.

**Requested City Council Action**

Make a motion approving a resolution authorizing an operating transfer from the Capital Project Fund-Arts & Culture Capital Projects to the General Fund in the amount of \$2,385.

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

RESOLUTION NO. 19-

A RESOLUTION AUTHORIZING AN OPERATING TRANSFER FROM THE CAPITAL PROJECT FUND-ARTS & CULTURE CAPITAL PROJECT FUND TO THE GENERAL FUND IN THE AMOUNT OF \$2,385

WHEREAS, the City Council approved the Artwork Design Agreement to create three sculptures with Milligan Studio for a fee of \$30,000, and

WHEREAS, since the City Public Works employees assisted with the installation of the art, the actual materials costs provided by the City will be reimbursed by the Capital Project fund-Arts & Culture Capital Projects Fund,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes an operating transfer from the Capital Project Fund-Arts & Culture Capital Project Fund to the General Fund in the amount of \$2,385.

Adopted this 12<sup>th</sup> day of November 2019.

---

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 #:** 19-0693      **Version:** 1      **Name:** Consider the renewal of the Group Vision Care Plan through Avesis.  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/4/2019      **In control:** City Council  
**On agenda:** 11/12/2019      **Final action:**  
**Title:** Consider the renewal of the Group Vision Care Plan through Avesis.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Grand Rapids Avesis vision renewal 2020](#)  
[Grand Rapids Vision Premium Collection 1-1-20 to 12-31-21](#)  
[Grand Rapids Avesis BAA 2020](#)  
[Grand Rapids Avesis benefits summary 2020](#)

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

Consider the renewal of the Group Vision Care Plan through Avesis.

**Background Information:**

The City of Grand Rapids offers a Vision Plan option to employees, where employees pay 100% of the premium. Avesis is the vision care provider, and offer a two (2) year guarantee on the premium rates. The attached Group Vision Care Plan Renewal Agreement needs to be signed along with the attached Premium Collection Form and Business Associates Agreement in order to continue offering the coverage to employees. The renewal period is January 1, 2020 to December 31, 2021.

**Staff Recommendation:**

Lynn DeGrio, Human Resources Director, is recommending authorizing the Mayor to sign the Group Vision Care Plan Renewal Agreement, Premium Collection Form, and Business Associates Agreement in order to continue offering vision benefits.

**Requested City Council Action**

Make a motion to authorize the Mayor to sign the Group Vision Plan Renewal Agreement, Premium Collection Form, and Business Associates Agreement for the renewal period January 1, 2020 to December 31, 2021.





October 1, 2019

RE: City of Grand Rapids  
Advantage Vision Plan Renewal

Thank you for choosing Avesis as your vision care provider. We are privileged to have you as our client and are committed to ensuring that City of Grand Rapids receives the best vision care experience available. We look forward to continuing our relationship with you and serving as your vision carrier of choice in the coming years.

We are pleased to offer you a Two (2) year guarantee with the following premium rates:

<b>Group Number:</b>	<b>50790-1599</b>
<b>Renewal Period:</b>	<b>January 1, 2020 to December 31, 2021</b>
<b>Plan:</b>	<b>980</b>
<b>Current Rates:</b>	<b>\$6.57 / \$12.42 / \$13.53 / \$17.43</b>
<b>Renewal Rates*:</b>	<b>\$6.90 / \$13.04 / \$14.21 / \$18.30</b>

Your vision benefits will renew automatically on the date shown above, unless otherwise indicated by you in advance of the scheduled renewal date. *As an acknowledgment receipt, please sign and return the attached Renewal Agreement*, and your vision plan will continue to remain in effect from 01/01/2020 to 12/31/2021. Signed renewals may be emailed to [renewals@avesis.com](mailto:renewals@avesis.com) or faxed to 855-643-6630 within 30 days of the renewal date.

If you should have any questions or need additional information regarding your renewal, please contact me at 844-630-1100 or by email at [accountmanager@avesis.com](mailto:accountmanager@avesis.com).

Sincerely,

The Core Account Management Team East

\*Premium is subject to adjustment in the event of changes in benefits, contributions, or the number of eligible employees, or any future additional tax, fee or assessment imposed by the Federal or State governments with associated administrative costs and expenses.



PO Box 38300 | Phoenix, AZ | 85069-8300



800.643.1132

[www.avesis.com](http://www.avesis.com)

**GROUP VISION CARE PLAN RENEWAL AGREEMENT**

**Group Number:** 50790-1599  
**Renewal Period:** January 1, 2020 to December 31, 2021  
**Plan:** 980  
**Current Rates:** \$6.57 / \$12.42 / \$13.53 / \$17.43  
**Renewal Rates\*:** \$6.90 / \$13.04 / \$14.21 / \$18.30

\* Your premium is subject to adjustment in the event of changes in benefits, contributions, or the number of eligible employees, or any future additional tax, fee, or assessment imposed by the Federal or State governments, with associated administrative costs and expenses.

Total Eligible Lives \_\_\_\_

For: **City of Grand Rapids**

By: **Avesis Third-Party Administrator**

\_\_\_\_\_  
**Signature**

  
\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

10/01/2019  
\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Typed or Printed Name**

Michael Reamer  
\_\_\_\_\_  
**Typed or Printed Name**



# Premium Collection Form

EMPLOYER NAME: Grand Rapids BRANCH: \_\_\_\_\_

CLIENT ID: 4601-8353-6645 ,BS04 & BS04R

If you have multiple branches, subsidiaries, or locations and offer different benefit plans/premiums for each, please complete a separate form for each group.

**PLEASE NOTE:** To maintain compliance with federal law, COBRAToday requires that any changes in rates must be submitted to COBRAToday at least 15 days before the effective date. Failure to supply any changes in rates by this deadline will result in a delay of the effective date for the rate change. If received within 15 days of the effective date, implementation will be delayed until the first of the month following the month in which the rates were received. **Under federal law, COBRAToday cannot charge Participants retroactive premium changes.** If you fail to communicate any changes in rates before COBRAToday's deadline, you may have to pay the premium difference to your carrier. COBRAToday will not have any liability for any losses in premium differences due to a Plan Sponsor's failure to communicate rate changes or corrections in a timely manner.

**EFFECTIVE DATE:** From 1/1/2020 Through 12/31/2021 (Use separate form for different effective dates.)

**BENEFIT PLAN INFORMATION:** Please supply the exact carrier rates. COBRAToday will add the 2% administration fee if applicable. If Plans are age-rated, attach age-rated tables as provided by the carrier. The carrier information requested below is for informational purposes only. COBRAToday will not notify carriers directly of any COBRA changes unless contracted to do so through our Premium Services Department.

Coverage Type	Plan Name	Employee Only	Employee + Spouse	Employee + 1 Child	Employee + Family	Employee + Children
---------------	-----------	---------------	-------------------	--------------------	-------------------	---------------------

Medical (Opt 1): \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

Is this Plan Self-Funded?  No  Yes

Does this Plan replace a former Plan?  No  Yes Name of former Plan: \_\_\_\_\_

COBRA Period Begins:  First of the month following qualifying event  Day after qualifying event  Other (please specify): \_\_\_\_\_

Insurance Carrier Name: \_\_\_\_\_ Carrier Address: \_\_\_\_\_

Medical (Opt 2): \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

Is this Plan Self-Funded?  No  Yes

Does this Plan replace a former Plan?  No  Yes Name of former Plan: \_\_\_\_\_

COBRA Period Begins:  First of the month following qualifying event  Day after qualifying event  Other (please specify): \_\_\_\_\_

Insurance Carrier Name: \_\_\_\_\_ Carrier Address: \_\_\_\_\_

Medical (Opt 3): \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

Is this Plan Self-Funded?  No  Yes

Does this Plan replace a former Plan?  No  Yes Name of former Plan: \_\_\_\_\_

COBRA Period Begins:  First of the month following qualifying event  Day after qualifying event  Other (please specify): \_\_\_\_\_

Insurance Carrier Name: \_\_\_\_\_ Carrier Address: \_\_\_\_\_

Dental: \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

Is this Plan Self-Funded?  No  Yes

Does this Plan replace a former Plan?  No  Yes Name of former Plan: \_\_\_\_\_

COBRA Period Begins:  First of the month following qualifying event  Day after qualifying event  Other (please specify): \_\_\_\_\_

Insurance Carrier Name: \_\_\_\_\_ Carrier Address: \_\_\_\_\_

Vision: \_\_\_\_\_ Without Exam \$ \$6.90 \$ \$13.04 \$ \$0.00 \$ \$18.30 \$ \$14.21

Is this Plan Self-Funded?  No  Yes

Does this Plan replace a former Plan?  No  Yes Name of former Plan: Avesis Vis - COBRA & RETIREE

COBRA Period Begins:  First of the month following qualifying event  Day after qualifying event  Other (please specify): \_\_\_\_\_

Insurance Carrier Name: Avesis Carrier Address: \_\_\_\_\_

HRA: \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

Other: \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

FSA Plan Year End Date: \_\_\_\_\_ Annual Maximum: \$ \_\_\_\_\_

★ Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please fax completed form(s) to 608-663-2753.

TASC • 2302 International Lane • Madison, WI 53704-3140 • 1-800-422-4661 • Fax: 608-663-2753 • www.tasconline.com

The information in this communication is confidential and may only be used by the authorized recipient only for its intended purpose only. Any other use or disclosure is prohibited.

CO-0007-103012

## Business Associates Agreement

I am an officer or authorized person of City of Grand Rapids

and authorize A.T. Group, LLC

to access City of Grand Rapids

information related to the enrollment and disenrollment, or summary health information (non-identifying information) as it relates to the insurance coverage underwritten by Fidelity Security Life Insurance Company. To effectively manage access, we require your company to inform us as soon as possible should there be a change of broker or other reason to modify account access.

Group Name City of Grand Rapids Broker Name A.T. Group, LLC

Signature \_\_\_\_\_ Signature \_\_\_\_\_





**Effective Date:** 1/1/2020

**Group Number:** 50790-1599

**Plan Number:** 980

## City of Grand Rapids An In-Depth Look

### Reliable & Dependable

Avēsis is a national leader in providing exceptional vision care benefits for millions of commercial members throughout the country. The Avēsis vision care products give our members an easy-to-use wellness benefit that provides excellent value and protection.

### Employee Paid Rates Per Month

Employee	\$6.90
Employee + Spouse	\$13.04
Employee + Child(ren)	\$14.21
Employee + Family	\$18.30

Underwritten by: Fidelity Security Life Insurance Company, Kansas City, MO Policy #: VC-16, Form M-9059

Vision Care Services	In-Network Member Benefits	Out-of-Network Reimbursement
<b>Materials: \$10 copayment</b>	(Materials copay applies to frame or spectacle lenses, if applicable.)	
<b>Frame Allowance*</b>	Members receive a \$50 wholesale allowance Up to \$150 retail value <sup>†</sup>	Up to \$45.00
<b>Standard Spectacle Lenses</b>		
Single Vision	Covered in full after materials copay	Up to \$25.00
Bifocal	Covered in full after materials copay	Up to \$40.00
Trifocal	Covered in full after materials copay	Up to \$50.00
Lenticular	Covered in full after materials copay	Up to \$80.00
Standard Progressives	Covered up to \$50, plus 20% off retail	up to \$40.00
<b>Other Lens Options<sup>‡</sup></b>		
Lens Options are discounted up to 20% off retail		
<b>Contact Lenses<sup>§</sup></b> (in lieu of frame and spectacle lenses)		
Elective	\$130 allowance	\$130.00
Medically Necessary	Covered in full	\$250.00
<b>Refractive Laser Surgery</b>	Provider discount up to 25% One-time/lifetime allowance of \$150	\$150.00
<b>Frequency</b>		
<b>Lenses or contact lenses</b>	Once every 12 Months	Once every 12 Months
<b>Frame</b>	Once every 24 Months	Once every 24 Months

<sup>‡</sup> Discounts are not insured benefits

<sup>§</sup> Prior authorization is required for medically necessary contacts.

### How can we help you?

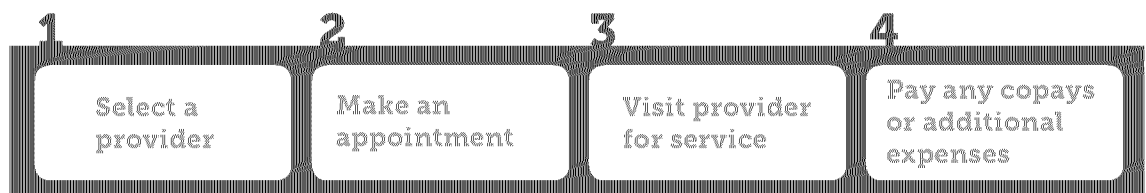
**Avēsis Website:**  
www.avesis.com

**Customer Service:**  
800-828-9341  
7 a.m. - 8 a.m. EST

**LASIK Provider:**  
877-712-2010

### Here's How It Works

When you need to see an eye care professional, simply visit [www.avesis.com](http://www.avesis.com) or contact Avēsis' Customer Service Monday through Friday, 7 a.m. to 8 p.m. (EST) at 800-828-9341 to receive a listing of providers in your area.



<sup>†</sup> Values provided may be more or less depending on the providers retail pricing.

<sup>\*</sup> At participating Walmart locations, retail pricing for your plan is \$68. At participating Costco locations, retail pricing is \$54.99.

## Using Out-of-Network Providers

Members who elect to use an out-of-network provider must pay the provider in full at the time of service and submit a claim to Avēsis for reimbursement. Reimbursement levels are in accordance with the out-of-network reimbursement schedule previously listed. Out-of-network benefits are subject to the same eligibility, availability, frequency of benefits, and limitation and exclusion provisions of the plan, and are in lieu of services provided by a participating Avēsis provider. Out-of-network claim forms can be obtained by contacting Avēsis' Customer Service Center or your group administrator, or by visiting [www.avesis.com](http://www.avesis.com).

## Limitations and Exclusions

Some provisions, benefits, exclusions, or limitations listed herein may vary depending on your state of residence.

### Limitations:

This plan is designed to cover eye examinations and corrective eyewear. It is also designed to cover visual needs rather than cosmetic options. Should the member select options that are not covered under the plan, as shown in the schedule of benefits, the member will pay a discounted fee to the participating Avēsis provider. Benefits are payable only for services received while the group and individual member's coverage is in force.

### Exclusions:

There are no benefits under the plan for professional services or materials connected with and arising from:

- 1) Orthoptics or vision training;
- 2) Subnormal vision aids and any supplemental testing, aniseikonic lenses;
- 3) Plano (non-prescription) lenses, sunglasses;
- 4) Two pair of glasses in lieu of bifocal lenses;
- 5) Any medical or surgical treatment of eye or supporting structures;
- 6) Replacement of lost or broken lenses, contact lenses or frames, except when the member is normally eligible for services;
- 7) Any eye examination or corrective eyewear required by an employer as a condition of employment and safety eyewear;
- 8) Services or materials provided as a result of Workers' Compensation Law, or similar legislation, required by any governmental agency whether Federal, State, or subdivision thereof;
- 9) Any vision examination;
- 10) Services or materials provided by any other group benefit plan providing vision care.

### Refractive Surgery Vision Benefit Exclusions:

Benefits are not payable for any of the following:

- 1) Routine vision examinations or corrective vision materials, including corrective eyeglasses, fittings, lenses, frames, or contact lenses; or
- 2) Medical or surgical procedures, services, or treatments:
  - a. not specifically covered under this Rider;
  - b. provided free of charge in the absence of insurance
  - c. payable under any Workers' Compensation law or similar statutory authority
  - d. payable under governmental plan or program, whether Federal, state, or subdivisions thereof.

## Termination Provisions

Coverage will end on the earliest of: the date the policy ends, the date the employee's employment ends, or the date the employee is no longer eligible.

## Notes and Disclaimers

The contact lens allowance may be used all at once or throughout the plan year as needed or may be applied toward contact lenses only, or both contact lenses and professional services (fitting fees). Refractive Laser Surgery is considered an elective procedure, and may involve potential risks to patients. Avēsis is not responsible for the outcome of any refractive surgery.

Insured benefits are administered by Avēsis Third Party Administrators, Inc., Phoenix, AZ



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0694      **Version:** 1      **Name:** Consider changes in the wage schedule for part-time, seasonal, and temporary employees effective November 17, 2019.

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

**File created:** 11/4/2019      **In control:** City Council

**On agenda:** 11/12/2019      **Final action:**

**Title:** Consider changes in the wage schedule for part-time, seasonal, and temporary employees effective November 17, 2019.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Copy of 2019-2020 Proposed Pay Range for Part-time Seasonal and Temporary Employees](#)

Date	Ver.	Action By	Action	Result
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Consider changes in the wage schedule for part-time, seasonal, and temporary employees effective November 17, 2019.

**Background Information:**

We have reviewed the hourly wage of our Warming House seasonal employees and have determined that, in order to be competitive, they should be increased. Also, minimum wage is changing January 1, 2020 to \$10.00 per hour, and that wage change is reflected in the proposed wage schedule.

**Staff Recommendation:**

Human Resources Director Lynn DeGrio is recommending the following changes to the wage schedule for Warming House Attendants effective November 17, 2019:

Starting wage from      \$9.86 per hour to \$10.00 per hour  
2nd year wage from      \$9.86 per hour to \$10.50 per hour

and

Minimum wage from      \$9.86 per hour to \$10.00 per hour

**Requested City Council Action**

Make a motion to change the wage schedule as recommended effective November 17, 2019.

# 2019-2020 Pay Range for Part-time, Seasonal, and Temporary Employees

GRADE	MINIMUM								MID POINT		MAXIMUM		Jobs Assigned to Grade			
	0-1 years		2 years		3 years		4 years		5 years		6 years			7 years		8 years
6	\$ 15.50		\$ 15.75		\$ 16.00		\$ 16.25		\$ 16.50		\$ 16.75		\$ 17.00		\$ 17.25	Maintenance Shift Lead (Civic Center)
5	\$ 14.50		\$ 14.75		\$ 15.00		\$ 15.25		\$ 15.50		\$ 15.75		\$ 16.00		\$ 16.25	
4	\$ 13.50		\$ 13.75		\$ 14.00		\$ 14.25		\$ 14.50		\$ 14.75		\$ 15.00		\$ 15.25	
3	\$ 11.50		\$ 11.75		\$ 12.00		\$ 12.25		\$ 12.50		\$ 13.75		\$ 14.00		\$ 14.25	Maintenance (Civic Center) Maintenance II (Golf Course) Pro Shop Manager (Golf Course)
2	\$ 10.50		\$ 10.75		\$ 11.00		\$ 11.25		\$ 11.50		\$ 12.75		\$ 13.00		\$ 13.25	Concessions Lead (Civic Center)
1	\$ 10.00				\$ 10.25				\$ 10.50		\$ 11.75		\$ 12.00		\$ 12.25	Golf Shop Cashier II (Golf Course) Parking Enforcement (Police) Scanner
	<b>Flat rate</b>		<b>2nd year</b>		<b>3rd year</b>		<b>4th year</b>		<b>4 + years</b>							<b>Jobs Assigned to Flat Rates</b>
	\$ 18.00															Communications Specialist (Administration) Public Works Winter Maintenance
	\$ 16.00															Public Works Summer Maintenance II
	\$ 12.00		\$ 12.25		\$ 12.50		\$ 12.75		\$ 13.00							Public Works Summer Maintenance I
	\$ 12.00															Head Election Judge (Administration)
	\$ 11.00															Election Judge (Administration)
	\$ 10.00		\$ 10.25		\$ 10.75		\$ 11.25									Concessions (Civic Center)
	\$ 10.00															Animal Control Facility Attendant (Police) Beach Attendant (Recreation) Coach (Recreation) Warming House Attendant (Recreation)
	<b>0-5 years</b>		<b>5-10 years</b>		<b>10-14 years</b>		<b>14+ years</b>									<b>Jobs Assigned</b>
	\$ 10.00		\$ 10.25		\$ 10.75		\$ 11.25									Driving Range Attendants (Golf Course) General Maintenance (Golf Course) Golf Shop Cashier I (Golf Course) Starter/Ranger (Golf Course)





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	19-0695	<b>Version:</b>	1	<b>Name:</b>	Consider approving the continuation of general liability insurance through the League of Minnesota Cities Insurance Trust for calendar year 2020.
<b>Type:</b>	Agenda Item	<b>Status:</b>			Consent Agenda
<b>File created:</b>	11/4/2019	<b>In control:</b>			City Council
<b>On agenda:</b>	11/12/2019	<b>Final action:</b>			
<b>Title:</b>	Consider approving the continuation of general liability insurance through the League of Minnesota Cities Insurance Trust for calendar year 2020.				

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider approving the continuation of general liability insurance through the League of Minnesota Cities Insurance Trust for calendar year 2020.

**Background Information:**

The Finance Department and Human Resources Director Lynn DeGrio are assisting Otis-Magie Insurance Agency, Inc. in the preparation of the City's general liability insurance coverage application for 2020 to the League of Minnesota Cities Insurance Trust. We have had our insurance coverage through the League for many years. The League's insurance coverage is very comprehensive and they have, for the past several years, given us a substantial refund check at the end of the year which represents our portion of the refund to cities insured by them because of lower than anticipated insurance claims.

Because of the volume of applications that the League receives at this time of year, they normally do not have a quote for our insurance back to us before the first of the year. However, Otis-Magie Insurance Services will provide us with a binder to indicate that we do have insurance coverage through the League even though we have not received the quote or paid the premium.

When the quote for the 2020 insurance is received, it will be placed on the agenda for your consideration.

**Staff Recommendation:**

Human Resources Director Lynn DeGrio is recommending the approval of the General Liability Insurance through the League of Minnesota Cities Insurance Trust for the Calendar year 2020.

**Requested City Council Action**

Make a motion to approve the continuation of our general liability insurance through the League of Minnesota Cities Insurance Trust for the calendar year 2020.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0700      **Version:** 1      **Name:** Consider waiving the statutory liability to the extent of the coverage purchased.

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

**File created:** 11/6/2019      **In control:** City Council

**On agenda:** 11/12/2019      **Final action:**

**Title:** Consider waiving the statutory liability to the extent of the coverage purchased.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Liability Coverage - Waiver Form](#)

Date	Ver.	Action By	Action	Result
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Consider waiving the statutory liability to the extent of the coverage purchased.

**Background Information:**

In previous years, the issue of whether or not to waive the statutory tort liability limits to the extent of the coverage purchased has been discussed in detail. It has been determined that the City would waive the monetary limits on the tort liability established by Minnesota Statutes 466.04, to the extent of the limits of the liability coverage obtained from LMCIT. Claims to which the statutory municipal tort limits do not apply are not affected by this decision. In the past, we have opted to waive the statutory tort limits and not purchase excess liability. Because this decision must be made by the City Council annually, we are again asking that it continue to be waived.

**Staff Recommendation:**

Waive the monetary limits on tort liability established by Minnesota Statutes 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

**Requested City Council Action**

Make a motion to continue waiving the statutory tort limits to the extent of the coverage purchased.



## LIABILITY COVERAGE – WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to [jpstech@lmc.org](mailto:jpstech@lmc.org).

*The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.*

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.*
- *If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.*
- *If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.*

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

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LMCIT Member Name: City of Grand Rapids

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*Check one:*

The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.

The member **WAIVES** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: \_\_\_\_\_

Signature: \_\_\_\_\_ Position: \_\_\_\_\_



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SINCE 1913

### LIABILITY COVERAGE – WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to [pstech@lmc.org](mailto:pstech@lmc.org).

*The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.*

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.*
- *If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.*
- *If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.*

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: City of Grand Rapids

Check one:

- The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.
- The member **WAIVES** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: 11-13-2018

Signature: A. Ale Adams

Position: Mayor



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0703      **Version:** 1      **Name:** GRAHA Premises Permit  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/6/2019      **In control:** City Council  
**On agenda:** 11/12/2019      **Final action:**  
**Title:** Consider adopting a resolution approving LG214 Premises Permit application for Grand Rapids Amateur Hockey Association.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [19- GRAHA Premises Permit](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution approving LG214 Premises Permit application for Grand Rapids Amateur Hockey Association.

**Background Information:**

GRAHA has submitted an application for premise permit for gambling at the The Dutch Room, 702 NW 4th Street, Grand Rapids.

**Staff Recommendation:**

Adopt resolution and approve application.

**Requested City Council Action**

Make a motion adopting a resolution approving LG214 Premises Permit application for Grand Rapids Amateur Hockey Association.

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 19 -

RESOLUTION APPROVING GRAND RAPIDS AMATEUR HOCKEY ASSOCIATION  
PREMISES PERMIT

WHEREAS, the Grand Rapids Amateur Hockey Association has presented the City Council of Grand Rapids LG214 Premises Permit application to conduct gambling at the Dutch Room, 702 NW 4<sup>th</sup> Street, Grand Rapids; and

WHEREAS, the Gambling Control Board may not issue a Premises Permit without City Council Approval.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Grand Rapids approves the LG230 Premises Permit Application for Grand Rapids Amateur Hockey Association to conduct gambling at the Dutch Room, 702 NW 4<sup>th</sup> Street, Grand Rapids, Minnesota.

Adopted by the City Council this 12<sup>th</sup> day of November, 2019.

---

Dale Adams, Mayor

ATTEST:

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Kimberly Gibeau, City Clerk

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0714      **Version:** 1      **Name:** CP 2010-5 Approve Final Payment and CO 6  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/25/2019      **In control:** City Council  
**On agenda:** 11/12/2019      **Final action:**

**Title:** Consider approving Final Payment for CP 2010-5, Mississippi Riverfront Pedestrian Bridge in the amount of \$116,873.47 and Balancing Change Order 6.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [PayEst 18-Final](#)  
[Balancing Change Order 6](#)

Date	Ver.	Action By	Action	Result
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Consider approving Final Payment for CP 2010-5, Mississippi Riverfront Pedestrian Bridge in the amount of \$116,873.47 and Balancing Change Order 6.

**Background Information:**

CP 2010-5, Mississippi Riverfront Pedestrian Bridge is completed and ready for final payment in the amount of \$116,873.47. Change Order 6 is a Balancing Change Order which is an accounting device used to adjust the Contract Amount to equal the As-Built Amount. Below is a summary of the final project costs.

Original Contract Amount = \$1,811,562.00  
 Final Contract Amount = \$1,824,274.85  
 Total Final Payment Amount = \$116,873.47

**Staff Recommendation:**

City Staff recommends approving Final Payment for CP 2010-5, Mississippi Riverfront Pedestrian Bridge in the amount of \$116,873.47 and Balancing Change Order 6.

**Requested City Council Action**

Make a motion approving Final Payment for CP 2010-5, Mississippi Riverfront Pedestrian Bridge in the amount of \$116,873.47 and Balancing Change Order 6.





GRAND RAPIDS  
MICHIGAN

**CITY OF GRAND RAPIDS**

Project SP 129-090-007 [GRANR 142515] - Mississippi Riverfront Pedestrian Bridge and Connection Trails  
 420 N. Pokegama Avenue  
 Grand Rapids, MN 55744  
 Final Pay Request No. 18


Contractor: Robert R. Schroeder Construction Inc 880 14th Avenue NE Glenwood, MN 56334		Contract No. CP 2010-5 Vendor No. N/A For Period: 9/11/2019 - 11/6/2019 Warrant # _____ Date _____	
--	--	---	--


Contract Amounts	
Original Contract	\$1,811,562.00
Contract Changes (\$1,989.50)	
Revised Contract	\$1,809,572.50
<b>Work Certified To Date</b>	
Base Bid Items	\$1,763,752.85
Backsheet	\$0.00
Change Order	\$60,522.00
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
<b>Total</b>	<b>\$1,824,274.85</b>

Funds Encumbered	
Original	\$1,811,562.00
Additional	N/A
<b>Total</b>	<b>\$1,811,562.00</b>

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SP 129-090-007 [GRANR 142515]	\$27,010.24	\$1,824,274.85	\$0.00	\$1,707,401.38	\$116,873.47	\$1,824,274.85
Percent Retained: 0.0000%						
					<b>Amount Paid This Final Pay Request</b>	<b>\$116,873.47</b>

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By   
 County/City/Project Engineer  
 11/7/2019  
 Date

Approved By Robert R. Schroeder Construction Inc  
  
 Contractor  
 11/7/19  
 Date

**CITY OF GRAND RAPIDS**  
 420 N. Pokegama Avenue  
 Grand Rapids, MN 55744  
 Project No. SP 129-090-007 [GRANR 142515]  
 Final Pay Request No. 18

**SP 129-090-007 [GRANR 142515] Payment Summary**

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	09/03/2018	10/02/2018	\$80,793.00	\$4,039.65	\$76,753.35
2	10/03/2018	10/29/2018	\$27,225.75	\$1,361.29	\$25,864.46
3	10/30/2018	11/14/2018	\$144,999.00	\$7,249.95	\$137,749.05
4	11/15/2018	12/05/2018	\$142,268.80	\$7,113.44	\$135,155.36
5	12/06/2018	01/16/2019	\$10,505.69	\$525.28	\$9,980.41
6	01/17/2019	02/14/2019	\$3,587.62	\$179.38	\$3,408.24
7	02/15/2019	03/13/2019	\$145,372.50	\$7,268.63	\$138,103.87
8	03/14/2019	03/26/2019	\$610,519.03	\$30,525.95	\$579,993.08
9	03/27/2019	04/10/2019	\$139,500.00	\$6,975.00	\$132,525.00
10	04/11/2019	04/30/2019	\$100,791.51	\$5,039.58	\$95,751.93
11	05/01/2019	05/15/2019	\$12,000.00	\$600.00	\$11,400.00
12	05/16/2019	05/28/2019	\$2,801.73	\$140.08	\$2,661.65
13	05/29/2019	06/11/2019	\$114,024.56	\$5,701.23	\$108,323.33
14	06/12/2019	06/25/2019	\$168,834.39	\$8,441.72	\$160,392.67
15	06/26/2019	07/11/2019	\$74,405.70	\$3,720.28	\$70,685.42
16	07/12/2019	08/27/2019	\$10,199.33	\$509.97	\$9,689.36
17	08/28/2019	09/10/2019	\$9,436.00	\$471.80	\$8,964.20
18	09/11/2019	11/06/2019	\$27,010.24	(\$89,863.23)	\$116,873.47
<b>Totals:</b>			<b>\$1,824,274.85</b>	<b>\$0.00</b>	<b>\$1,824,274.85</b>

**SP 129-090-007 [GRANR 142515] Funding Category Report**

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
001	529,229.59	0.00	500,773.11	28,456.48	529,229.59
002	12,479.81	0.00	11,855.82	623.99	12,479.81
003	1,068,256.66	0.00	994,663.34	73,593.32	1,068,256.66
004	44,741.57	0.00	40,800.37	3,941.20	44,741.57
005	142,112.86	0.00	134,931.22	7,181.64	142,112.86
006	27,454.36	0.00	24,377.52	3,076.84	27,454.36
007	0.00	0.00	0.00	0.00	0.00
<b>Totals:</b>			<b>\$1,707,401.38</b>	<b>\$116,873.47</b>	<b>\$1,824,274.85</b>

**SP 129-090-007 [GRANR 142515] Funding Source Report**

Accounting No.	Funding Source	Amount Paid This Request	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
1	Federal	102,673.79	1,594,209.97	1,565,611.97	1,609,966.06
2	Local	3,941.20	45,523.81	12,023.81	44,741.57
3	GRPUC - E	7,181.64	142,112.86	206,200.36	142,112.86
4	GRPUC - SM	3,076.84	27,725.86	27,725.86	27,454.36
5	Private Utility	0.00	0.00	0.00	0.00
<b>Totals:</b>			<b>\$1,809,572.50</b>	<b>\$1,811,562.00</b>	<b>\$1,824,274.85</b>

CITY OF GRAND RAPIDS  
 420 N. Pokegama Avenue  
 Grand Rapids, MN 55744  
 Project No. SP 129-090-007 [GRANR 142515]  
 Final Pay Request No. 18

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
<b>Bridge</b>									
1	2100.601	PEDESTRIAN BRIDGE (SUPERSTRUCTURE)	LS	\$700,000.00	1	0	\$0.00	1	\$700,000.00
2	2401.601	SLOPE PREPARATION	LS	\$1,500.00	1	0.5	\$750.00	1	\$1,500.00
3	2401.601	FOUNDATION PREPARATION PIER	LS	\$30,000.00	1	0	\$0.00	1	\$30,000.00
4	2411.507	STRUCTURAL CONCRETE (1652)	C Y	\$450.00	60	0	\$0.00	60	\$27,000.00
5	2411.507	STRUCTURAL CONCRETE (3B52)	C Y	\$950.00	57	6	\$5,700.00	57	\$54,150.00
6	2411.508	REINFORCEMENT BARS	LB	\$1.35	5110	0	\$0.00	5110	\$6,898.50
7	2411.508	REINFORCEMENT BARS (EPOXY COATED)	LB	\$1.45	13160	0	\$0.00	13160	\$19,082.00
8	2411.601	STRUCTURE EXCAVATION	LS	\$7,500.00	1	0	\$0.00	1	\$7,500.00
9	2411.618	ARCH SURFACE FINISH (MULTI COLOR)	S F	\$10.00	510	510	\$5,100.00	510	\$5,100.00
10	2411.618	INSTALL ARCH CONCRETE TEXTURE (SPECIAL)	S F	\$18.00	510	0	\$0.00	510	\$9,180.00
11	2452.502	C-I-P CONC TEST PILE 60 FT LONG 12"	EACH	\$6,000.00	1	0	\$0.00	1	\$6,000.00
12	2452.502	C-I-P CONC TEST PILE 70 FT LONG 12"	EACH	\$7,000.00	2	0	\$0.00	2	\$14,000.00
13	2452.603	C-I-P CONCRETE PILING 12"	L F	\$50.00	730	0	\$0.00	538.5	\$26,925.00
14	2511.504	GEOTEXTILE FILTER TYPE 7	S Y	\$4.00	345	140	\$560.00	320	\$1,280.00
15	2511.507	RANDOM RIPRAP CLASS III	C Y	\$75.00	181	60	\$4,500.00	153.25	\$11,493.75
<b>Totals For Section Bridge:</b>							<b>\$16,610.00</b>		<b>\$920,109.25</b>
<b>Electrical</b>									
16	2545.501	CONDUIT SYSTEM TYPE 1	LS	\$100,000.00	1	0	\$0.00	1	\$100,000.00
17	2545.501	CONDUIT SYSTEM TYPE 2	LS	\$30,000.00	1	0	\$0.00	1	\$30,000.00
18	2545.501	CONDUIT SYSTEM TYPE 3	LS	\$25,000.00	1	0	\$0.00	1	\$25,000.00
19	2545.502	LIGHTING UNIT TYPE SPECIAL	EACH	\$4,000.00	9	0	\$0.00	9	\$36,000.00
20	2545.502	LIGHTING UNIT TYPE SPECIAL 1	EACH	\$3,000.00	1	0	\$0.00	1	\$3,000.00
21	2545.502	LIGHTING UNIT TYPE SPECIAL 2	EACH	\$3,500.00	7	0	\$0.00	7	\$24,500.00
22	2545.502	LIGHTING UNIT TYPE SPECIAL 3	EACH	\$2,500.00	1	0	\$0.00	1	\$2,500.00
23	2545.502	LIGHT FOUNDATION DESIGN E MODIFIED	EACH	\$750.00	16	0	\$0.00	16	\$12,000.00
24	2545.503	2" NON-METALLIC CONDUIT	L F	\$7.50	2155	0	\$0.00	1750	\$13,125.00
25	2545.503	2" NON-METALLIC COND (DIRECTIONAL BORE)	L F	\$20.00	130	0	\$0.00	130	\$2,600.00
26	2545.503	4" NON-METALLIC CONDUIT	L F	\$40.00	1215	0	\$0.00	0	\$0.00
27	2545.503	UNDERGROUND WIRE 1/C 6 AWG	L F	\$1.50	5100	0	\$0.00	5100	\$7,650.00
28	2545.503	UNDERGROUND WIRE 1/C 8 AWG	L F	\$1.25	2550	0	\$0.00	2550	\$3,187.50
29	2545.503	UNDERGROUND WIRE 1/C 12 AWG	L F	\$1.00	1430	0	\$0.00	1430	\$1,430.00
30	2545.603	0.75" LIQUIDTIGHT FLEXIBLE CONDUIT	L F	\$42.85	35	0	\$0.00	25	\$1,071.25
31	2565.603	INSTALL CABLES & CONDUCTORS	L F	\$5.00	2490	0	\$0.00	0	\$0.00
<b>Totals For Section Electrical:</b>							<b>\$0.00</b>		<b>\$262,063.75</b>
<b>Erosion &amp; Turf</b>									
32	2571.524	CONIFEROUS TREE 6' HT B&B	TREE	\$545.00	5	0	\$0.00	5	\$2,725.00
33	2571.524	DECIDUOUS TREE 1.5" CAL CONT	TREE	\$680.00	3	0	\$0.00	3	\$1,980.00
34	2573.503	SILT FENCE, TYPE MS	L F	\$2.10	860	0	\$0.00	700	\$1,470.00
35	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	L F	\$4.05	10	0	\$0.00	10	\$40.50

**CITY OF GRAND RAPIDS**  
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 Project No. SP 129-090-007 [GRANR 142515]  
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**SP 129-090-007 [GRANR 142515] Project Item Status**

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
36	2574.508	FERTILIZER TYPE 3	LB	\$0.65	154	0	\$0.00	154	\$100.10
37	2575.505	SEEDING	ACRE	\$110.00	0.9	0	\$0.00	0.9	\$99.00
38	2575.505	MOWING	ACRE	\$375.00	1.6	0	\$0.00	0	\$0.00
39	2575.505	WEED SPRAYING	ACRE	\$600.00	0.6	0.6	\$360.00	0.6	\$360.00
40	2575.506	WEED SPRAY MIXTURE	GAL	\$100.00	0.6	0.6	\$60.00	0.6	\$60.00
41	2575.508	HYDRAULIC STABILIZED FIBER MATRIX	LB	\$1.45	2310	0	\$0.00	2600	\$3,770.00
<b>Totals For Section Erosion &amp; Turf:</b>							<b>\$420.00</b>		<b>\$10,604.60</b>
<b>General Construction</b>									
42	2101.501	CLEARING & GRUBBING	LS	\$750.00	1	0	\$0.00	1	\$750.00
43	2101.505	CLEARING	ACRE	\$5,400.00	0.4	0	\$0.00	0.4	\$2,160.00
44	2101.505	GRUBBING	ACRE	\$10,000.00	0.4	0	\$0.00	0.4	\$4,000.00
45	2104.502	REMOVE CASTING	EACH	\$50.00	2	0	\$0.00	3	\$150.00
46	2104.502	REMOVE SIGN TYPE C	EACH	\$30.00	2	0	\$0.00	2	\$60.00
47	2104.502	SALVAGE CASTING	EACH	\$50.00	1	0	\$0.00	1	\$50.00
48	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$4.75	20	0	\$0.00	18	\$85.50
49	2104.503	SAWING BITUMINOUS PAVEMENT	L F	\$2.25	338	0	\$0.00	384	\$864.00
50	2104.503	REMOVE SEWER PIPE (STORM)	L F	\$12.00	24	0	\$0.00	24	\$288.00
51	2104.503	REMOVE SEWER PIPE (SANITARY)	L F	\$12.00	80	0	\$0.00	80	\$960.00
52	2104.503	REMOVE CONCRETE CURB	L F	\$3.50	196	0	\$0.00	234	\$819.00
53	2104.504	REMOVE CONCRETE PAVEMENT	S Y	\$8.50	98	0	\$0.00	98	\$833.00
54	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$3.05	1268	0	\$0.00	1290	\$3,934.50
55	2105.504	GEOTEXTILE FABRIC TYPE 4	S Y	\$2.50	60	0	\$0.00	60	\$150.00
56	2105.504	GEOTEXTILE FABRIC TYPE 5	S Y	\$2.50	340	0	\$0.00	320	\$800.00
57	2105.507	COMMON EXCAVATION (P)	C Y	\$10.50	1359	0	\$0.00	1359	\$14,269.50
58	2105.507	SUBGRADE EXCAVATION	C Y	\$13.00	100	0	\$0.00	76	\$988.00
59	2105.507	GRANULAR BORROW (CV)	C Y	\$15.00	2128	0	\$0.00	2233	\$33,495.00
60	2105.507	SELECT GRANULAR BORROW (LV)	C Y	\$18.00	251	0	\$0.00	227	\$4,086.00
61	2105.607	EXCAVATION SPECIAL (P)	C Y	\$10.50	579	0	\$0.00	579	\$6,079.50
62	2105.607	CRUSHED ROCK	C Y	\$50.00	25	0	\$0.00	25	\$1,250.00
63	2105.607	GEOFOAM (P)	C Y	\$78.00	1271	0	\$0.00	1271	\$99,138.00
64	2112.519	SUBGRADE PREPARATION	RDST	\$375.00	5.83	0	\$0.00	5.83	\$2,186.25
65	2112.604	SUBGRADE PREPARATION	S Y	\$2.50	664	0	\$0.00	664	\$1,660.00
66	2118.507	AGGREGATE SURFACING (LV); CLASS 5	C Y	\$50.00	9	0	\$0.00	9	\$450.00
67	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	\$45.00	278	0	\$0.00	278	\$12,510.00
68	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2:B)	TON	\$154.00	135	0	\$0.00	237.29	\$36,542.66
69	2360.509	TYPE SP 12.5 WEARING COURSE MIX (2:B)	TON	\$168.00	62	0	\$0.00	119.81	\$20,128.08
70	2501.502	15" GS PIPE APRON	EACH	\$230.00	2	0	\$0.00	2	\$460.00
71	2501.603	15" PIPE CULVERT	L F	\$32.00	32	0	\$0.00	32	\$1,024.00
72	2502.602	4" PVC PIPE DRAIN CLEANOUT	EACH	\$375.00	1	0	\$0.00	1	\$375.00
73	2502.604	2" INSULATION	S Y	\$24.00	50	0	\$0.00	31.99	\$767.76

**CITY OF GRAND RAPIDS**  
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 Project No. SP 129-090-007 [GRANR 142515]  
 Final Pay Request No. 18

**SP 129-090-007 [GRANR 142515] Project Item Status**

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
75	2503.503	24" PVC PIPE SEWER	L F	\$92.00	80	0	\$0.00	80	\$7,360.00
76	2503.503	15" RC PIPE SEWER CLASS V	L F	\$66.00	28	0	\$0.00	28	\$1,848.00
77	2503.601	MAINTENANCE OF SANITARY SEWERS	LS	\$6,000.00	1	0	\$0.00	1	\$6,000.00
78	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$375.00	4	0	\$0.00	3	\$1,125.00
79	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$500.00	1	0	\$0.00	1	\$500.00
80	2503.603	24"X6" PVC WYE	EACH	\$3,100.00	1	0	\$0.00	1	\$3,100.00
81	2504.602	4" PVC SANITARY SERVICE PIPE	L F	\$30.00	36	0	\$0.00	36	\$1,080.00
82	2504.602	1" CORPORATION STOP	EACH	\$150.00	1	0	\$0.00	1	\$150.00
83	2504.603	1" CURB STOP & BOX	EACH	\$350.00	1	0	\$0.00	1	\$350.00
84	2506.502	1" TYPE K COPPER PIPE	L F	\$40.00	85	0	\$0.00	85	\$3,400.00
85	2506.502	CONST DRAINAGE STRUCTURE DESIGN F	EACH	\$3,700.00	1	0	\$0.00	1	\$3,700.00
86	2506.502	CONST DRAINAGE STRUCTURE DESIGN H	EACH	\$1,400.00	1	0	\$0.00	1	\$1,400.00
109	2506.502	CASTING ASSEMBLY	EACH	\$875.00	2	0	\$0.00	3	\$2,625.00
87	2506.502	INSTALL CASTING	EACH	\$500.00	1	0	\$0.00	1	\$500.00
88	2506.502	ADJUST FRAME & RING CASTING	EACH	\$500.00	4	0	\$0.00	2	\$1,000.00
89	2506.602	CONST DRAINAGE STRUCTURE DESIGN F	L F	\$290.00	3.88	0	\$0.00	3.88	\$1,125.20
90	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$1,000.00	1	0	\$0.00	1	\$1,000.00
91	2506.602	GROUT CATCH BASIN OR MANHOLE	EACH	\$300.00	4	0	\$0.00	4	\$1,200.00
92	2511.507	SEAL CATCH BASIN	EACH	\$300.00	1	0	\$0.00	2	\$600.00
93	2521.518	RANDOM RIPRAP CLASS II	C Y	\$50.00	30	0	\$0.00	24	\$1,200.00
94	2521.518	4" CONCRETE WALK	S F	\$6.00	697	0	\$0.00	817	\$4,902.00
95	2531.503	6" CONCRETE WALK	S F	\$7.40	552	0	\$0.00	552	\$4,084.80
96	2531.503	CONCRETE CURB & GUTTER DESIGN B612	L F	\$42.00	92	0	\$0.00	92	\$3,864.00
97	2531.504	CONCRETE CURB & GUTTER DESIGN B618	L F	\$42.00	134	40	\$1,680.00	212	\$8,904.00
98	2531.618	6" CONCRETE DRIVEWAY PAVEMENT	S Y	\$60.00	10	0	\$0.00	10	\$600.00
99	2557.603	TRUNCATED DOMES	S F	\$50.00	64	0	\$0.00	64	\$3,200.00
100	2557.603	FENCE DESIGN SPECIAL	L F	\$300.00	160	0	\$0.00	160	\$48,000.00
101	2564.518	WOODEN FENCE	L F	\$20.00	140	0	\$0.00	140	\$2,800.00
102	2564.518	SIGN PANELS TYPE C	S F	\$50.00	19.25	0	\$0.00	19.25	\$962.50
103	2573.502	SIGN PANELS TYPE SPECIAL	S F	\$60.00	7.5	0	\$0.00	7.5	\$450.00
		STORM DRAIN INLET PROTECTION	EACH	\$150.00	5	0	\$0.00	5	\$750.00
<b>Totals For Section General Construction:</b>							<b>\$1,680.00</b>		<b>\$365,094.25</b>
<b>LUMP SUM - SPLITS</b>									
104	2011.601	CONSTRUCTION SURVEYING	LS	\$12,000.00	1	0.05	\$600.00	1	\$12,000.00
105	2021.501	MOBILIZATION	LS	\$179,381.00	1	0.04	\$7,175.24	1	\$179,381.00
110	2041.610	TRAINEES	HOURL	\$1.00	675	0	\$0.00	0	\$0.00
106	2563.601	TRAFFIC CONTROL	LS	\$6,000.00	1	0.05	\$300.00	1	\$6,000.00
107	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$2,000.00	1	0.05	\$100.00	1	\$2,000.00
108	2575.601	EROSION CONTROL	LS	\$2,500.00	1	0.05	\$125.00	1	\$2,500.00
<b>Totals For Section LUMP SUM - SPLITS:</b>							<b>\$8,300.24</b>		<b>\$201,881.00</b>

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Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
<b>SP 129-090-007 [GRANR 142515] Project Item Status</b>									
111	2545.503	2" NON-METALLIC CONDUIT	L F	(\$7.50)	405	0	\$0.00	0	\$0.00
112	2545.503	4" NON-METALLIC CONDUIT	L F	(\$40.00)	1215	0	\$0.00	0	\$0.00
113	2565.603	INSTALL CABLES & CONDUCTORS	L F	(\$5.00)	2490	0	\$0.00	0	\$0.00
<b>Totals For Change Order 1 - Deduct electrical line items:</b>									
<b>Change Order 2 - Decking substitution and bearing substitution</b>									
114	2402.601	PEDESTRIAN BRIDGE (SUPERSTRUCTURE)	LS	\$33,500.00	1	0	\$0.00	1	\$33,500.00
<b>Totals For Change Order 2 - Decking substitution and bearing substitution:</b>									
<b>Change Order 3 - Installation of Temporary Sheet Pile Access.</b>									
117	2105.507	GRANULAR BORROW (CV)	C Y	\$16.00	600	0	\$0.00	501.5	\$8,024.00
116	2452.618	STEEL SHEET PILING (TEMPORARY)	S F	\$4.13	4600	0	\$0.00	4600	\$18,998.00
<b>Totals For Change Order 3 - Installation of Temporary Sheet Pile Access:</b>									
								<b>Project Totals:</b>	<b>\$27,010.24</b>
									<b>\$1,824,274.85</b>

Line	Item	Date	Added	Used	Remaining
1	2100.601 PEDESTRIAN BRIDGE (SUPERSTRUCTURE)	11/27/2018	1 LS \$124,044.47	1 LS \$124,044.47	0 LS \$0.00
63	2105.607 GEOFOAM	12/4/2018	234 C Y \$18,224.33	234 C Y \$18,224.33	0 C Y \$0.00
63	2105.607 GEOFOAM	1/8/2019	325 C Y \$10,505.69	325 C Y \$10,505.69	0 C Y \$0.00
70	2501.502 15" GS PIPE APRON	10/2/2018	2 EACH \$154.34	2 EACH \$154.34	0 EACH \$0.00
71	2501.603 15" PIPE CULVERT	10/2/2018	20 L F \$223.00	20 L F \$223.00	0 L F \$0.00
72	2502.602 4" PVC PIPE DRAIN CLEANOUT	10/2/2018	1 EACH \$174.85	1 EACH \$174.85	0 EACH \$0.00
73	2502.604 2" INSULATION	10/2/2018	31.99 S Y \$432.00	31.99 S Y \$432.00	0 S Y \$0.00
74	2503.503 24" PVC PIPE SEWER	10/2/2018	80 L F \$2,945.04	80 L F \$2,945.04	0 L F \$0.00
75	2503.503 15" RC PIPE SEWER CLASS V	10/2/2018	28 L F \$660.16	28 L F \$660.16	0 L F \$0.00
79	2503.602 24"X6" PVC WYE	10/2/2018	1 EACH \$245.71	1 EACH \$245.71	0 EACH \$0.00
80	2503.603 4" PVC SANITARY SERVICE PIPE	10/2/2018	36 L F \$61.04	36 L F \$61.04	0 L F \$0.00
81	2504.602 1" CORPORATION STOP	10/2/2018	1 EACH \$55.13	1 EACH \$55.13	0 EACH \$0.00
82	2504.602 1" CURB STOP & BOX	10/2/2018	1 EACH \$139.27	1 EACH \$139.27	0 EACH \$0.00

**CITY OF GRAND RAPIDS**  
 420 N. Pokegama Avenue  
 Grand Rapids, MN 55744  
 Project No. SP 129-090-007 [GRANR 142515]  
 Final Pay Request No. 18

**SP 129-090-007 [GRANR 142515] Material On Hand Balance**

Line	Item	Date	Added	Used	Remaining
83	2504.603 1" TYPE K COPPER PIPE	10/2/2018	85 L F \$413.04	85 L F \$413.04	0 L F \$0.00
84	2506.502 CONST DRAINAGE STRUCTURE DESIGN F	10/2/2018	1 EACH \$1,597.60	1 EACH \$1,597.60	0 EACH \$0.00
85	2506.502 CONST DRAINAGE STRUCTURE DESIGN H	10/2/2018	1 EACH \$360.00	1 EACH \$360.00	0 EACH \$0.00
86	2506.502 CASTING ASSEMBLY	10/2/2018	2 EACH \$529.92	2 EACH \$529.92	0 EACH \$0.00
109	2506.502 INSTALL CASTING	10/2/2018	1 EACH \$283.15	1 EACH \$283.15	0 EACH \$0.00
89	2506.602 RECONSTRUCT DRAINAGE STRUCTURE	10/2/2018	1 EACH \$240.00	1 EACH \$240.00	0 EACH \$0.00
<b>Material On Hand Total Amounts:</b>			<b>\$161,288.74</b>	<b>\$161,288.74</b>	<b>\$0.00</b>

**SP 129-090-007 [GRANR 142515] Contract Changes**

No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
CO1	Change Order	6/25/2018	In order to reduce the overall cost of the project, several electrical line items are being deducted from the project. This change order covers the deduction of these items.	(\$64,087.50)	\$0.00
CO2	Change Order	6/29/2018	Substitution of lpe wood decking in place of planned treated timber decking and substitution of stainless/Teflon bearings in place of planned elastomeric bearings.	\$33,500.00	\$33,500.00
CO3	Change Order	2/22/2019	Installation of Temporary Sheet Pile Access. Access to be constructed due to increased river flows and timeline requirements. Contractor to take half of cost burden (Actual Total Maximum Cost = \$57,196)	\$28,598.00	\$27,022.00
CO4	Change Order	5/31/2019	The Contractor has requested to substitute 15" RC Pipe Apron in place of item No. 61. Construct Drainage Structure Design H. The Engineer has determined that this substitution meets or exceeds the Construct Drainage Structure Design H item, due to depth of existing underground utilities. Item shall be paid under item No. 61. In accordance with MnDOT 1605. The Contractor may proceed with the substitution at no additional cost to the Department.	\$0.00	\$0.00
CO5	Change Order	6/24/2019	Per Change Order No. 4, all work under the Contract, excluding maintenance and final cleanup was to be completed by June 30, 2019. Due to inadequate water levels of the Mississippi River, work involving Rip Rap, final turf, pier and abutment final finishing shall be completed in 10 working days. The 10 working days shall take effect after June 30th, 2019.	\$0.00	\$0.00
<b>Contract Change Totals:</b>				<b>(\$1,989.50)</b>	<b>\$60,522.00</b>

STATE AID FOR LOCAL TRANSPORTATION  
CHANGE ORDERCity/County of City of Grand RapidsChange Order No. 6

FEDERAL PROJECT NO. STPF TA 3118(218)	STATE PROJECT NO. SP 129-090-007	LOCAL PROJECT NO. GRANR 142515	CONTRACT NO. CP 2010-5
CONTRACTOR NAME AND ADDRESS Robert R. Schroeder Construction Inc 880 14th Avenue NE Glenwood, MN 56334		LOCATION OF WORK	
		TOTAL CHANGE ORDER AMOUNT \$0.00	

This is a Balancing Change Order. A Balancing Change order is an accounting device used to adjust the Contract Amount to equal the As-built amount.

Original Contract = \$1,811,562.00, Final Amount = \$1,824,274.85

**COST BREAKDOWN****There are no items associated with this Change Order.**

\* Funding category is required for federal projects.

<b>CHANGE IN CONTRACT TIME (check one)</b>			
Due to this change the Contract Time:			
a. <input type="checkbox"/>	Is Increased by	_____ Working Days	b. <input checked="" type="checkbox"/> Is Not Changed
<input type="checkbox"/>	Is Decreased	_____ Working Days	
	by	_____ Calendar	c. <input type="checkbox"/> May be revised if work affected the controlling operation
<input type="checkbox"/>	Is Increased by	_____ Days	
<input type="checkbox"/>	Is Decreased	_____ Calendar	
	by	_____ Days	

Approved By Project Engineer: Matt Wegwerth	Approved By Contractor: Robert R. Schroeder Construction Inc
Signed _____	Signed _____
Date: _____ Phone: (218) 326-7601	Date: _____ Phone: 320.634.4525

<b>The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.</b>			
This work is eligible for:	_____ Federal Funding	_____ State Aid Funding	_____ Local funds
District State Aid Engineer:	_____	Date:	_____





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0715      **Version:** 1      **Name:** Johnson & Perrizo Escrow Payment  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/8/2019      **In control:** City Council  
**On agenda:** 11/12/2019      **Final action:**  
**Title:** Consider making a motion approving and authorizing payment to Joseph Johnson and Janelle Perrizo in the amount of \$48,536.50 for homeowners insurance escrow agreement.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider making a motion approving and authorizing payment to Joseph Johnson and Janelle Perrizo in the amount of \$48,536.50 for homeowners insurance escrow agreement.

**Background Information:**

On September 8, 2019, the home of Joseph Johnson and Janelle Perrizo located within the City of Grand Rapid caught on fire and received major damage. The City of Grand Rapids received an insurance payment in the amount of \$48,536.50 to hold in escrow until the damaged property is properly cleaned up and a final inspection is complete before the escrow funds are released.

**Staff Recommendation:**

[Enter Recommendation Here]

**Requested City Council Action**

Make a motion approving and authorizing payment to Joseph Johnson and Janelle Perrizo in the amount of \$48,536.50 for homeowners insurance escrow agreement contingent on the Building Official final inspection.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0710      **Version:** 1      **Name:**

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

**File created:** 11/7/2019      **In control:** City Council

**On agenda:** 11/12/2019      **Final action:**

**Title:** Consider approval of Amendment #1 for Land and Water Conservation Fund Grant Contract #LW27-01312

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Amendment #1 for LAWCON Grant Contract](#)

Date	Ver.	Action By	Action	Result
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Consider approval of Amendment #1 for Land and Water Conservation Fund Grant Contract #LW27-01312

**Background Information:**

As has been discussed, the City sold 6.2 acres of property at the Sports Complex to the School District this spring that was encumbered by a deed restriction pertaining to a Land and Water Conservation Fund grant which partially funded the original development of the Complex. That grant and the associated deed restriction required the City replace that property with like valued property that would be dedicated as park. The City recently approved a purchase agreement with the Blandin Foundation that the like-valued 1.4 acre Mississippi River (Blandin Park) at the northeast corner of the Pokegama Ave./ 1st St. S. intersection.

The attached amendment between the City and the State of Minnesota, amends the original grant contract by deleting the 6.2 acres at the Sports Complex and adding the 1.4 acres at the Mississippi River Park.

**Staff Recommendation:**

Approve Amendment #1 for Land and Water Conservation Fund Grant Contract #LW27-01312

**Requested City Council Action**

Make a motion for approval of Amendment #1 for Land and Water Conservation Fund Grant Contract #LW27-01312.

**Amendment #1 for Grant Contract #LW27-01312**

Contract Start Date:	<u>1/8/1969</u>	Total Contract Amount:	<u>\$52,167.00</u>
Original Contract Expiration Date:	<u>2/1/1971</u>	Original Contract:	<u>\$52,167.00</u>
Current Contract Expiration Date:	<u>                    </u>	Previous Amendment(s) Total:	<u>\$</u>
Requested Contract Expiration Date:	<u>                    </u>	This Amendment:	<u>\$</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Natural Resources (“State”) and City of Grand Rapids (“Grantee”).

**Recitals**

1. The State has a grant contract with the Grantee identified as LW27-01312 (“Original Grant Contract”) for the development of a ballfield complex: four lighted softball fields, two soccer fields, playground, and 200 parking spaces.
2. This amendment #1 deletes 6.22 acres within the Land and Water Conservation Fund (LAWCON) 6(f) project boundary at the City of Grand Rapids’ Sports Complex and adds 1.4 acres as replacement land at a new, unnamed park in the same city.
3. The State and the Grantee are willing to amend the Original Grant Contract as stated below.

**Grant Contract Amendment**

City of Grand Rapids will convert 6.22 acres of the Land and Water Conservation Fund (LAWCON) 6(f) project boundary at the Sports Complex to non-recreational purposes (see attached Boundary Map Conversion) and replace it with 1.4 acres of land at a new unnamed park near the city center along the Mississippi River (see attached Boundary Map Replacement). The original name of the Sports Complex was Newton Farm Park.

Except as amended herein, the terms and conditions of the Original Grant Contract remain in full force and effect.

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: Karen Potvin

Date: 10/25/19

SWIFT Contract/PO No(s). \_\_\_\_\_

**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: \_\_\_\_\_

**3. STATE AGENCY**

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

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

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

**Distribution:**

Agency

Grantee

State's Authorized Representative

**Attachment A**  
**6(f) Boundary Map | 27-01312**

**Converted Land**

Delete 6.22 acres at City of Grand Rapids Sports  
Complex

April 22, 2019

91-015-3201


Remaining Park 26.22 Acres

Delete 6.22 acres

NE 10TH STREET

NE 13TH AVENUE

LEGEND

 AREA TO BE REMOVED  
6.22 ACRES



Save: 1/18/2019 1:17 PM mltudec Plot: 1/18/2019 1:19 PM P:\F:\GIS\GRANR148861\5-final-ds\gn151-drawing\10-Civil\cad\dwg\exhibit\GR148861\_LeadSite\Exhibit.dwg



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

FILE NO.  
GRANR 148861

DATE:  
1/18/2019

**PARK CONVERSION**  
**ISD 318 EAST / SPORTS COMPLEX**  
**GRAND RAPIDS, MN**

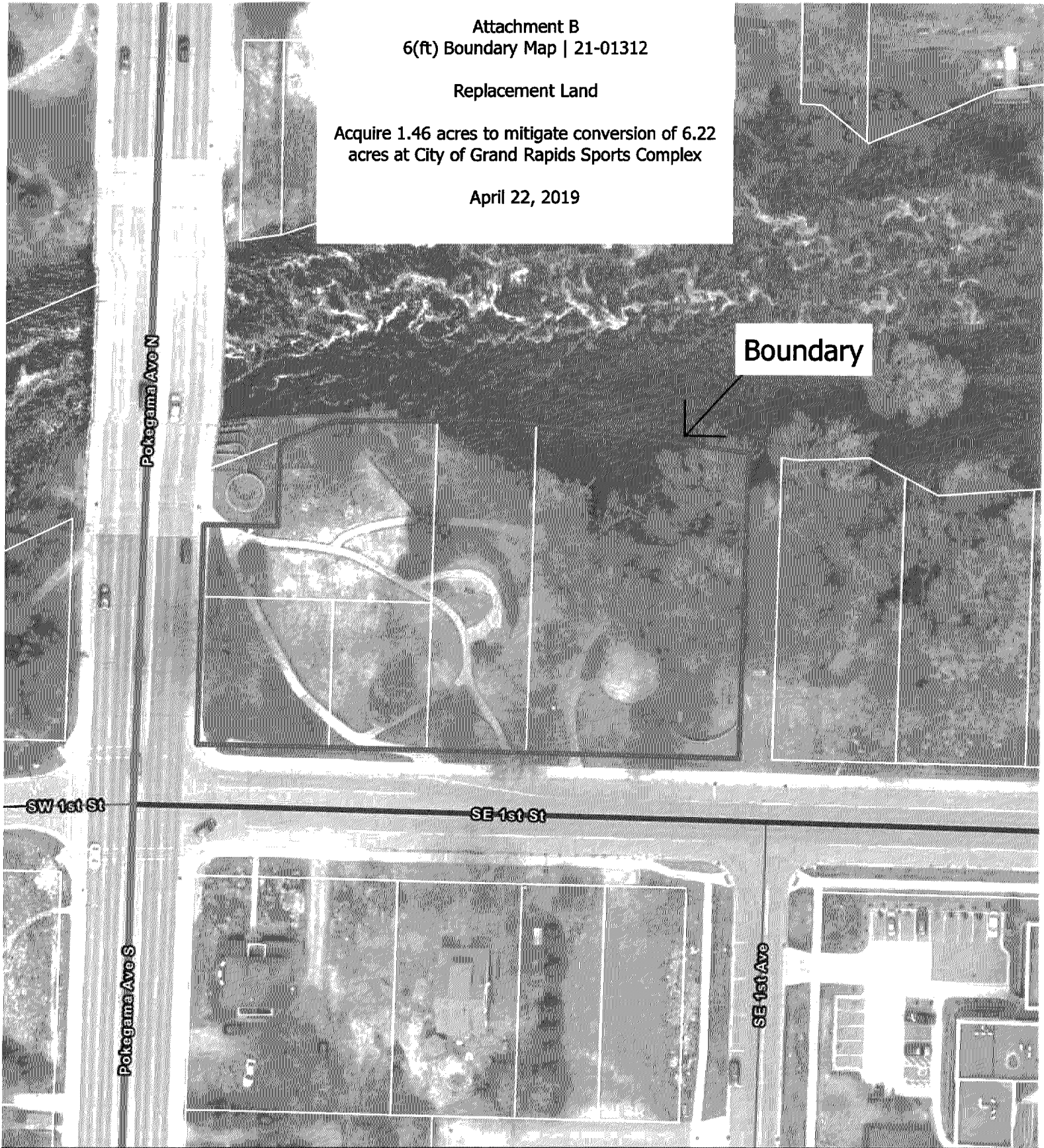
**EXHIBIT**  
**NO. 1**

Attachment B  
6(ft) Boundary Map | 21-01312

Replacement Land

Acquire 1.46 acres to mitigate conversion of 6.22  
acres at City of Grand Rapids Sports Complex

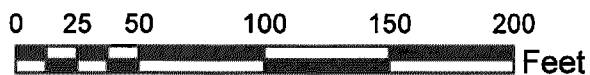
April 22, 2019



## Sports Complex Replacement Site Plan



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



Proposed Property Line



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 19-0709      **Version:** 1      **Name:** Board & Commission minutes  
**Type:** Minutes      **Status:** Approved  
**File created:** 11/7/2019      **In control:** City Council  
**On agenda:** 11/12/2019      **Final action:**  
**Title:** Review and acknowledge minutes for Boards & Commissions.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [September 10, 2019 Arts & Culture minutes](#)  
[September 10, 2019 Arts & Culture Special minutes](#)  
[September 25, 2019 Human Rights Minutes](#)

Date	Ver.	Action By	Action	Result
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Review and acknowledge minutes for Boards & Commissions.



## ARTS AND CULTURE COMMISSION MINUTES

**CALL TO ORDER:** Pursuant to due notice and call thereof the regular meeting of the Grand Rapids Arts and Culture Commission was held in Conference Room 2A of the Grand Rapids City Hall, 420 N. Pokegama Avenue, Grand Rapids, Minnesota on Tuesday, September 10, 2019 at 4:48 PM.

**Call of Roll:** On a call of roll, the following members were present: Harry Smith, Kathy Dodge, Anne-Marie Erickson, Sonja Merrild, David Marty, Myrna Peterson. Absent: Jessie Siiter, Kayla Aubid and Ed Zabinski.

**Staff Present:** Tom Pagel, Kim Gibeau

**Setting the Agenda:**

**Motion by Marty, second by Peterson to approve the agenda as presented. Motion passed by unanimous vote.**

**Correspondence:** None.

**Approval of Minutes:**

**Motion by Dodge, second by Smith to approve minutes of August 6, 2019 as presented. Motion passed by unanimous vote.**

**Financials:**

**Motion by Dodge, second by Smith to accept financials as presented. Motion passed by unanimous vote.**

**Artist in Residence:** Reviewed draft of the Memorandum of Understanding between the City of Grand Rapids and MacRostie Art Center for management services related to the Artist in Residence program at Central School.

**Motion by Smith, second by Peterson to forward to the City Council and recommend approval and execution of the Memorandum of Understanding between the City of Grand Rapids and MacRostie Art Center for management services related to the Artist in Residence Program located in Central School. Motion passed by unanimous vote.**



### **New Business:**

- Grant Writing discussion: Mr. Pagel has met with Katie Marshall who is willing to assist with pursuing a grant on behalf of the City for commissioning an additional/expansion of the current “otter” mural on the Northbank building. Through further consideration, it may be better to relocate the otter mural to more intimate location, suitable to its size and seek proposals for another piece on a larger scale for the Northbank building. Ms. Marshall will research the criteria for the World Community Arts Grant and return to the October meeting to provide update and recommendation on how to move forward.
- Sculpture/Mural Signage: Mr. Pagel distributed samples of possible signs. Estimated cost is around \$120 per sign. More research needs to be done on signs based on readability, best fonts, etc.

### **Old Business:**

- Status updates: Art Placement Plan, Mural Project: Jen Krava, Forecast Public Art, provided draft art placement plan for review. Commissioners are encouraged to study the draft, make note of comments and questions for Ms. Krava, who will be invited to attend the meeting in October.
- Kiosk: Mr. Pagel discusses the information kiosks around the City, and requests the Commission consider using as an art project. Possibly working with MacRostie to have them repainted/designed. Mr. Pagel will talk with Katie Marshall and advise.

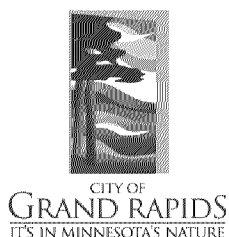
### **Items for next agenda:**

- Kiosk
- 2020 Goals
- Northbank mural project and Grant discussion – Katie Marshall, MacRostie
- GRMN Art Placement Plan Review

There being no further business, the meeting adjourned at 5:30 pm.

Respectfully submitted:

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



## ARTS AND CULTURE COMMISSION MINUTES

**CALL TO ORDER:** Pursuant to due notice and call thereof a special worksession of the Grand Rapids Arts and Culture Commission was held in Conference Room 2A of the Grand Rapids City Hall, 420 N. Pokegama Avenue, Grand Rapids, Minnesota on Tuesday, September 10, 2019 at 3:45 PM.

**Call of Roll:** On a call of roll, the following members were present: Myrna Peterson, Sonja Merrild, Harry Smith, David Marty, Anne-Marie Erickson, Kathy Dodge. Absent: Kayla Aubid, Ed Zabinski, Jessie Siiter

Others present: Tom Pagel, Kimberly Gibeau

The Commission convened to review goals, removing completed projects and those no longer relevant to the Commission and identifying five tasks considered to be high priority moving forward. Specifically:

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 (nominally with Reif, KAXE, Library and City)
4. Work with Library to continue the poetry contest for permanent installation in sidewalks.
5. Murals and installations at existing infrastructure to help animate points of entry/beautify.

David Marty will investigate time period of next economic impact study scheduled for arts and culture purposes.

There being no further business, the meeting adjourned at 4:47 PM.

Respectfully submitted:

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk

## CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION

**CALL TO ORDER:** Pursuant to due notice and call thereof a regular meeting of the Grand Rapids Human Rights Commission was held in Conference Room 2B, Grand Rapids City Hall, Grand Rapids, Minnesota, on Wednesday, September 25, 2019 at 4:00 p.m.

**CALL OF ROLL:** The following members were present: Commissioners Learmont, Schirber, Moren, Lopez-Cortes, Leming-Salisbury, Erickson, Turman, Ensley and Friesen. Absent: None.

**Staff:** Kim Gibeau, City Clerk

### **SETTING AGENDA:**

**Motion by Learmont, second by Erickson to approve the agenda as presented. Motion passed by unanimous vote.**

**Presenter:** Barb Sanderson shared information regarding a ceremony and plaque that recognized campus land at the University of Wisconsin-Madison, as the ancestral homeland of the Ho-Chuck people. Ms. Sanderson is proposing the Commission consider a similar plaque and ceremony for Grand Rapids, to be placed around the community at various locations for a time and then permanently placed at City Hall. The Commission appreciated the recommendation and noted that this could be possible focus for Indigenous People's Day in 2020. John Schirber states that in the future, he would like to see a bronze statue of a Native American placed in the community. Possibly at Blandin Foundation, a City park or Central School.

### **APPROVAL OF MINUTES:**

Upon review, members accept changes to July 31, 2019 minutes but reject the minutes from August 28, 2019 as needing several corrections.

**Motion by Schirber, second by Lopez-Cortes to approve the minutes from the July 31, 2019, and table the minutes for August 28, 2019 until the next meeting to allow for review and corrections. Motion passed by unanimous vote.**

### **FINANCIALS:**

Reviewed financials.

**Motion by Leming-Salisbury, second by Lopez-Cortes to accept the financials. Motion passed by unanimous vote.**

### **PUBLIC COMMENT/ACCOLADES:**

None.

### **CIRCLE OF HEALING UPDATE:**

Commissioner Ensley stated that the next meeting is scheduled for Thursday, September 26, 2019 and an update will be provided at the October meeting.

### **BIG VIEW UPDATE:**

Carlyle Brown event took place on September 10<sup>th</sup> and was well attended. Lots of historical content. Concluded with audience discussion. Commissioner Moren noted that this presentation was definitely intended for white audiences. Considered a successful event in that it stirred up discussion about race, as was intended. No follow up is scheduled at this time, but may be in the future.

## **OLD BUSINESS:**

### **1) Indigenous People's Day Update:**

Commission has headed up planning, organizing, marketing and funding for 2019 celebration. There is a flyer presented for distribution. MacRostie is hosting the event and Friends of Library will provide refreshments. Mayor Adams will present a Proclamation at the opening ceremony on October 14<sup>th</sup>. This event has evolved into a collaborative effort with many other organizations in the community.

### **2) "Colored Lines" Discussion:**

Some of the commissioners have viewed the movie and state it is well done. As to the question of fund sponsorship, members would like a proposal submitted to include budget, schedule and plans for public showing events. Commissioner Lopez-Cortes will make contact and bring back more information at the next meeting.

### **3) Commissioner On-boarding & Training:**

Commissioners Moren & Ensley will work on plans to develop an on-boarding process for new commission members. Minnesota Department of Human Rights has some good resources on the website. Will keep members updated.

### **4) 2020 Budget:**

The proposed City budget includes a \$7,500 allocation for the Commission. The final budget and levy will be adopted by the City Council on December 16, 2019.

### **5) Work plan 2020:**

Discussed plans for 2020, noting ideas for various activities, training, education and events. Commissioner Erickson will compile notes and provide to the Clerk for distribution to the members. Follow up at the October meeting to prioritize and develop quarterly action plan.

### **6) Interfaith Discussion:**

Commissioners Friesen, Turman, Moren and Ensley formed a committee at the August meeting to do research regarding faith communities thoughts on Human Rights law and acceptance of all people, which came up specifically surrounding Muslim people. Commissioner Friesen made contact with Ben and Lisa Buchanan, leaders of Zion and Bethel Lutheran; both churches are members of ELCA. This religious organization is actively making statements that are inclusive and respecting all faiths and valuing people. Possible goals for this program included discovering how churches are reacting to Human Rights and getting the truth out, dispelling myths. Suggestion for organizing a petition sponsored by the Commission with a statement of respect for Islam or all faiths to be published in the newspaper. This would be presented to area churches, offering them the opportunity to sign on stating similar beliefs and that they stand with the Human Rights Commission. A panel discussion for the community could be held to provide information as well. The committee will meet and try to make plans for moving forward in 2020.

### **7) Security Issues:**

Discussed at the last meeting the possibility of having law enforcement present at meetings. An officer looked in at the last meeting three times. Conference Room 2A is equipped with a panic button and meetings could be held there if members prefer. Staff advised that security cameras are monitored and building access is controlled during regular business hours. However, due to open meeting law, meetings held before or after regular hours require the doors left open/unlocked to allow the public access and isn't monitored by law enforcement staff.

Some members still have concerns for safety and would like to have the City consider assigning an officer to attend the meetings each month. Another suggestion is to work with Police Department regarding A.L.I.C.E. training. Commissioner Moren will follow up with Police Chief Johnson and Sergeant Andy Morgan.

**NEW BUSINESS:**

**1) Consider sponsoring speaker Michael Lyons:**

Michael Lyons is a speaker that was unable to commit to speak on October 14<sup>th</sup> at the Indigenous People's Day event, but will be available on Wednesday, October 16<sup>th</sup>. As this will be an extension of the Indigenous People's Day events, requesting that funds previously approved for the events on October 14<sup>th</sup> be authorized as use for October 16<sup>th</sup> to help sponsor speaking engagement with Mr. Lyons.

**Motion by Friesen, second by Erickson to authorize previously committed funds for Indigenous People's Day to be extended to cover October 16<sup>th</sup> speaker, Michael Lyons, as a continuation of the event. Motion passed by unanimous vote.**

**ITEMS FOR NEXT AGENDA:**

- Follow up on "Colored Lines" production/request for funds.
- Continued 2020 workplan discussion.
- Follow up on Security Issues
- Review Indigenous People's Day events

**CALLS/COMPLAINTS/INQUIRIES:**

General question asked: Will the Human Rights Commission be involved in the upcoming Census.  
Answer: Although previously discussed, there are no specific plans in place at this time.

There being no further business, the meeting adjourned at 5:31 pm.

Respectfully submitted:

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 19-0701      **Version:** 1      **Name:**

**Type:** Department Head Report      **Status:** Department Head Report

**File created:** 11/6/2019      **In control:** City Council

**On agenda:** 11/12/2019      **Final action:**

**Title:** Community Development-GREDA Economic Development Report

**Sponsors:**

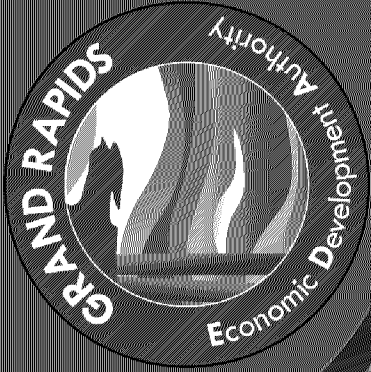
**Indexes:**

**Code sections:**

**Attachments:** [Community Development-GREDA November 2019 Report v2](#)

Date	Ver.	Action By	Action	Result
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Community Development-GREDA Economic Development Report



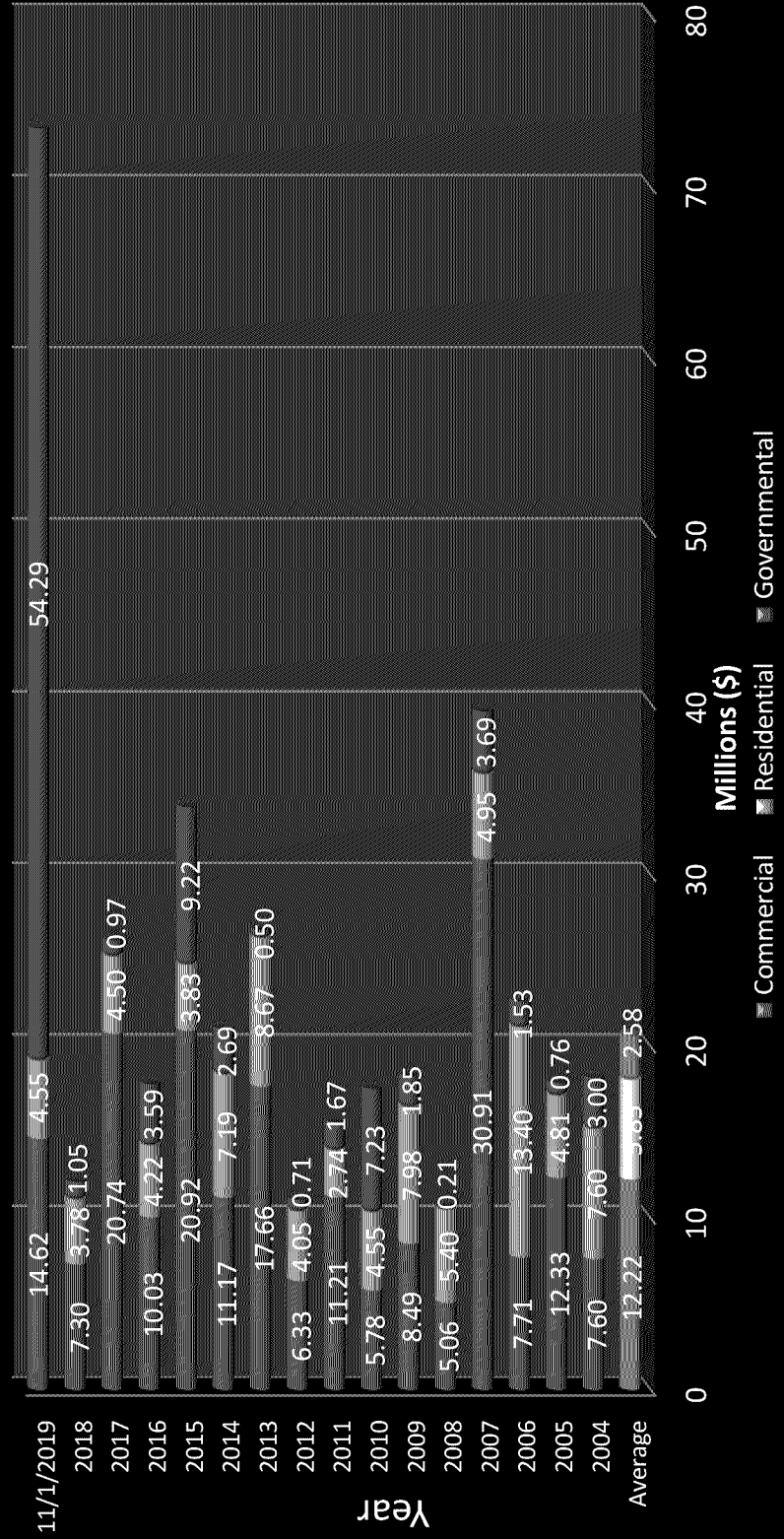
# **Economic Development Update**

**November 12, 2019**



# Building Construction Activity

## Building Permit Valuation by Category

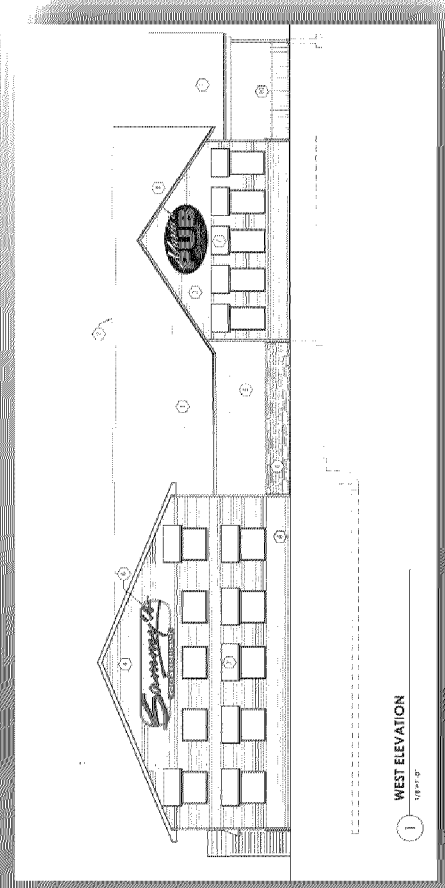
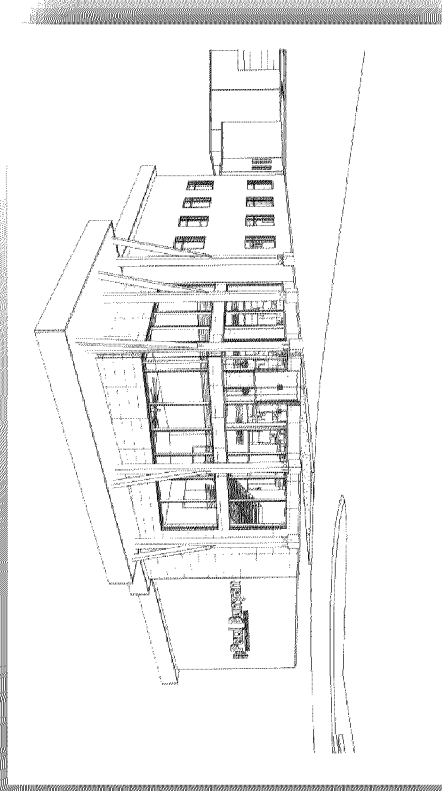






# Building Construction Activity

- **12 New Single Family as of 11/1**
- **New Commercial**
  - Paul Bunyan Communications (510 SE 21<sup>st</sup> St.)
  - Anytime Fitness/Rapid Nutrition (110 Golf Course Rd.)
- **Commercial Remodel/Addition**
  - Rapids Brewing (214 N. Pokegama Ave.)
  - Sammy's Pizza (802 S. Pokegama Ave)
  - Miskovich Dental Clinic (1121 SE 4<sup>th</sup> Ave.)
  - Anderson Glass (816 NW 4<sup>th</sup> St.)
- **Governmental**
  - East and West Elementary Schools
  - Armory Remodel





# Economic Development Program Activity

## ■ **Commercial Building Improvement Loan Program (CBIL)**

- The objective of the CBIL is to fill the financing gap between project costs and private debt financing and private equity by making direct, below market interest, loans to building owners and leaseholders improve the appearance and function of their buildings.
- Since the restructuring of the program in 2006 GREDA has provided \$844K loans to 26 projects. GREDA has participated in 3 projects this year and currently averages \$110K/yr. in CBIL program loans.
- The Blandin Foundation has recently provided a \$500K Program Related Investment (PRI) to GREDA to ensure the CBIL remains capitalized. This allows GREDA to draw funds from the Foundation, as a loan, for use in providing CBIL program loans.
- The CBIL program can provide up to \$40,000 per project. Loans are amortized over 20 years with a 5 year balloon. The interest rate has been lowered recently from 4% to 2% through the use of PRI funds from the Foundation.

## ■ **Small Cities Development Program (SCDP)**

- GREDA is in the final year of implementing the 3<sup>rd</sup> DEED Comprehensive SCDP grant awarded to the City in the last 10 years.
- In combination, these three SCDP grants have allowed GREDA to provide an additional \$665K of deferred/forgivable loans to 23 commercial building rehabilitation projects in targeted areas of Grand Rapids.
- The current SCDP program has assisted in the rehabilitation of 8 commercial buildings and \_\_\_\_\_ owner-occupied single family homes.
- The term of the SCDP grant runs through September of 2020.

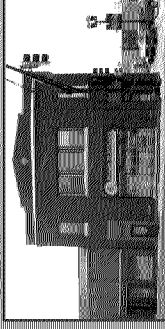
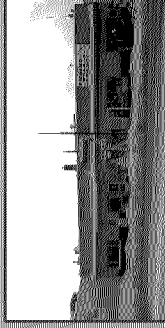
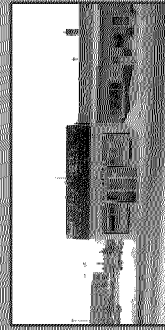




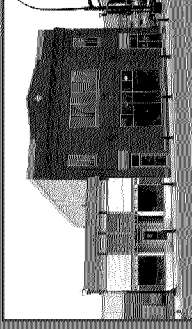
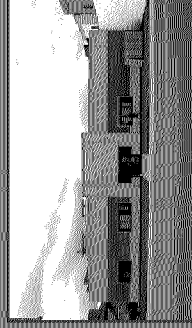
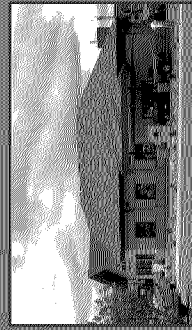
# Economic Development Program Activity

## Redevelopment Loan Fund

- The Blandin Foundation has recently re-established a \$1,000,000 Program Related Investment (PRI) with GREDA for the Redevelopment Loan Fund.
- This fund allows timely access to short-term bridge and gap financing for commercial acquisitions and activities that lead the redevelopment of blighted/substandard/underutilized commercial property.
- The interest on each loan will be within a range of 0% to 0.25% over Prime, depending on project specifics and whether the loan is being made to GREDA or if GREDA is using the funds to make a loan to a private developer.
- In the past, this fund was used to provided short-term funding for acquisition of property for the Block 37 Redevelopment



Block 37  
Pre-Redevelopment



Block 37  
Post-Redevelopment



# Redevelopment Project Activity

## ■ Former Sawmill Inn - Rebound Commercial Addition

- Approximately one year ago the City secured a \$100K IRRR grant for demolition and approved the use of Tax Increment Financing to offset the added site development costs (demolition) as well as a portion of acquisition expense to acquire the existing building.
- Demolition was completed by the developer, Rebound Hospitality, in the spring.
- The subdivision (platting) of the property and design of the public infrastructure and site grading are near completion by Rebound's engineers. Construction of the grading and public infrastructure is expected to commence soon.
- The new subdivision (Rebound Commercial Addition) will extend 23<sup>rd</sup> St. SE from Hwy 169. The new street, sanitary sewer and water will serve 5 commercial lots, one of which will be the location of a new Best Western Plus hotel, scheduled to break ground in the spring.

## ■ Former K-Mart

- The owner of the former K-Mart, the Hartley Trust, made the decision to demolish the structure, allowing them now to market it as a site.
- The Hartley Trust sold the north 2 acres of the site, along the Golf Course Rd., which is now being developed for Anytime Fitness and Rapid Nutrition. The City secured a \$58,700 IRRR Development Site Infrastructure grant for that project.





# Redevelopment Project Activity

## ■ **Block 19 - Rapids Brewing**

- The redevelopment of the former Rialto Theater, former Township Hall and Body in Balance building in the development of Rapids Brewing is a significant enhancement to a key redevelopment site (Block 19), identified in the *Downtown Redevelopment Master Plan*.

- The City and GREDA supported this project by: selling the former Township Hall building, obtaining an IRRR Commercial Redevelopment (demolition) grant of \$96K, and by providing a CBIL program loan and SCDP loan to the development.

## ■ **North Homes Expansion**

- The City recently was successful in their application to IRRR for a \$350K Development Infrastructure Grant to support North Homes in their planned establishment of a new 52 bed psychiatric rehabilitation treatment facility for youth and young adults. The project would convert and expand their existing 20 bed residential treatment facility at 1920 River Rd.
- This new category of care is licensed by the State Dept. of Human Services. The North Home facility will be one of three in Minnesota and the only in the Northeast Region. This project involves 65-80 new jobs with wages ranging from \$32,240 - \$75,000 annually, plus benefits.

## ■ **Former Ainsworth**

- We continue to work with our partners at IEDC, APEX, IRRR and the City of Cohasset to promote the redevelopment of this industrial site.
- The City and GREDA are anticipating the need to assist the future developer of the site with the extension of infrastructure (sanitary sewer and water) and we are prepared to facilitate access to federal, state and regional grants and financing as well as local public financing, as needed.



# Housing Activity

## Plat of Great River Acres

- This spring, the City completed a land sale and a land exchange with ISD#318 for siting the new east and west elementary schools.
- The 20 acre tract for the west elementary school was a portion of a 45 acre site obtained by the City in a 2016 land exchange with Blandin Paper, now subdivided into the plat of Great River Acres. In exchange for the 20 acre tract, the City received the former Riverview School site and the Forest Lake School, to be provided as a cleared site.
- The remaining property in Great River Acres was conveyed to GREDA who is marketing the 15 single family home sites and one 15-acre multi-family site for sale and development. Properties are listed on [www.grandrapidseda.com](http://www.grandrapidseda.com)
- GREDA has recently secured the first Purchase and Development Agreement for the sale and development of a single family home that will be built next summer.

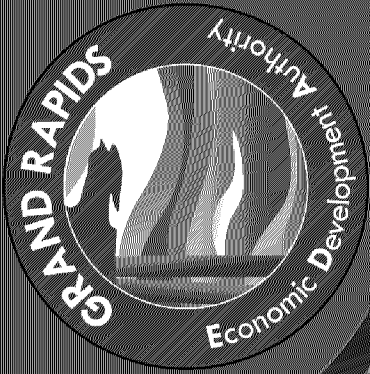
*Welcome to*  
**Great River Acres**

**RESIDENTIAL LOTS FOR SALE**

- Convenient Location
- Many Amenities Nearby
- City Utility Services
- Access to Trails/Parks

**For Information:**  
[www.grandrapidseda.com](http://www.grandrapidseda.com)  
 or call (218) 326-7622

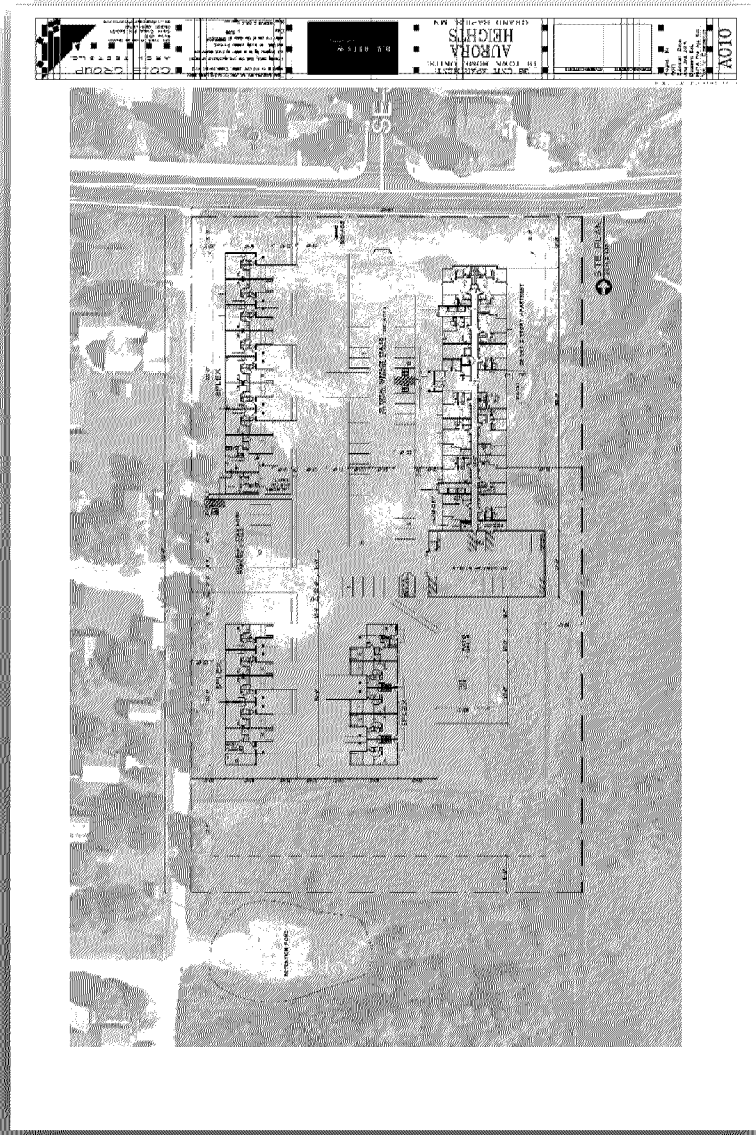
Grand Rapids  
 Economic Development Authority

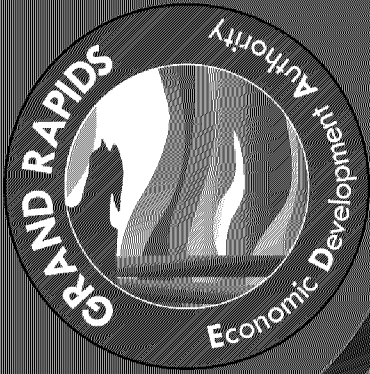


# Housing Activity

## ■ Former Riverview School Site – Aurora Heights

- Soon after acquiring the site, the City entered into a contingent purchase agreement with the Itasca County HRA for the proposed development of a 38-unit apartment, an 8-plex and two 5-plex condo style rental units, for a total of 56 affordable units.
- The Aurora Heights project is being developed by DW Jones in conjunction with the Itasca County HRA and Northland Counseling Center.
- The primary contingency involved in the purchase of the site and development of the project is an award of housing tax credits by Minnesota Housing Finance Agency later this month.





# Housing Activity

## ▪ **Oppidan – The Pillars of Grand Rapids Senior Housing**

- Excelsior, MN based developer Oppidan has proposed the development of a 118 unit senior housing development project on land owned by and west of Grand Itasca Clinic and Hospital. If developed, the project would create approximate 68 independent senior apartments along with 30 assisted living and 20 memory care units. Oppidan has requested TIF business assistance from the City for this \$27M project, which is in the review process.



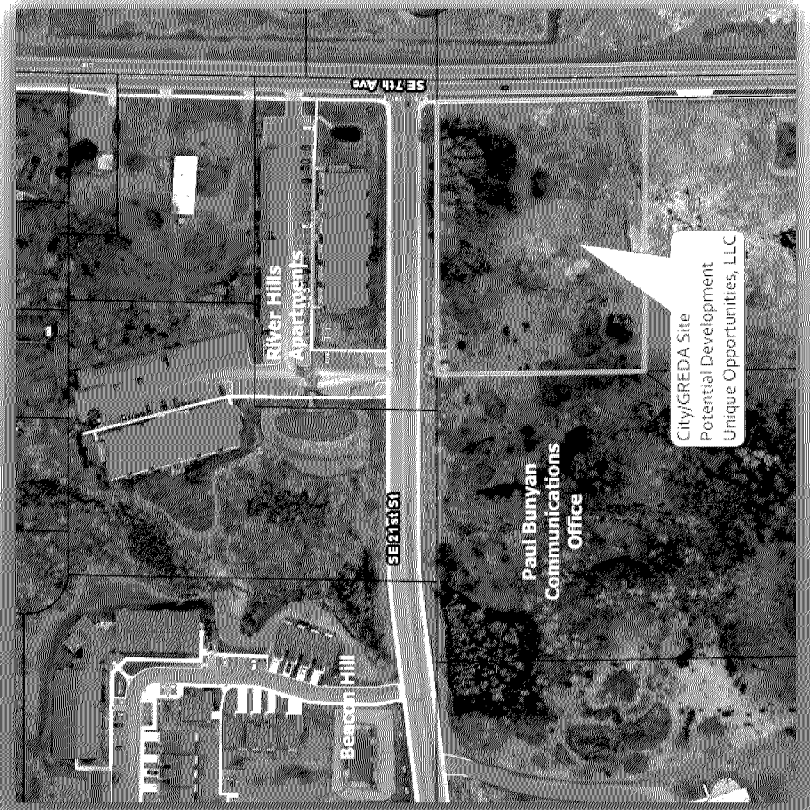


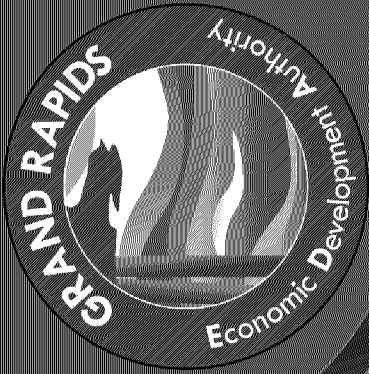


# Housing Activity

## ■ **Unique Opportunities LLC – 21<sup>st</sup> St. SE**

- Unique Opportunities LLC, a Fergus Falls based multi-family housing developer, the City of Grand Rapids and the Grand Rapids EDA have entered into a Preliminary Development Agreement that establishes Unique as the sole developer of a 3 acre tract of City/GREDA property located at the SW corner of 21<sup>st</sup> St. SE & 7<sup>th</sup> Ave. E. (Airport Rd.) for a period of 120 days.
- During this period, Unique will perform site due diligence and develop their real estate proforma for their proposed development of a 48-unit apartment with 20% of the units being proposed as affordable and the remainder market rate.

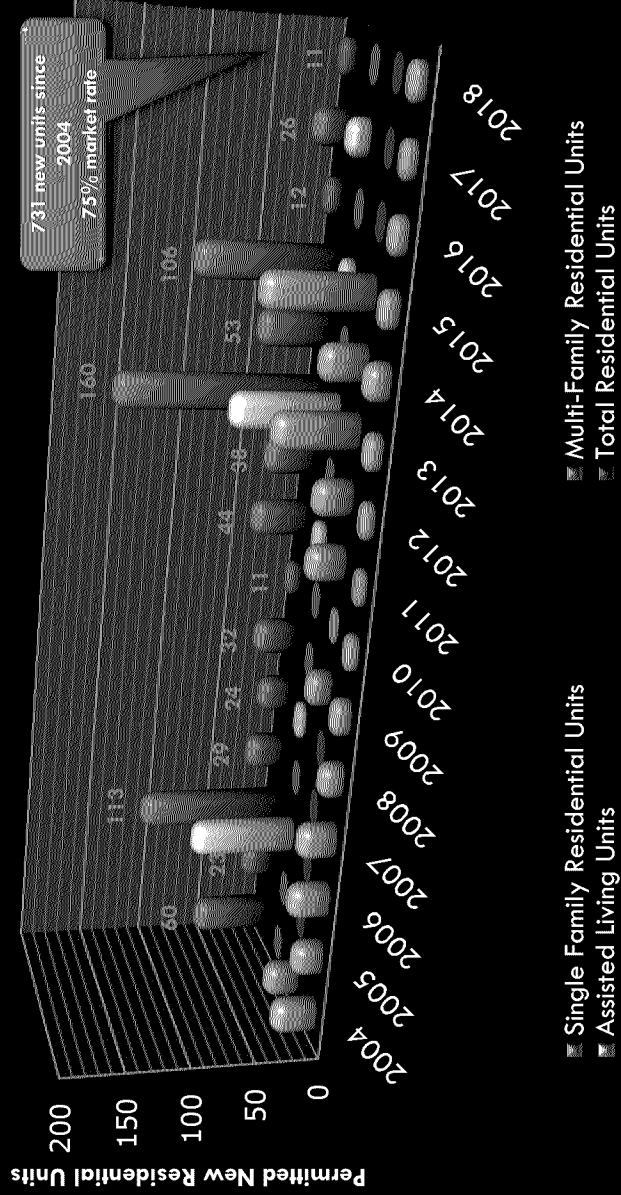




# Housing Activity

If the three previously described multi-family projects all advance, the City will reach a highpoint for annual residential development, at 220 units.

## Grand Rapids New Residential Development History





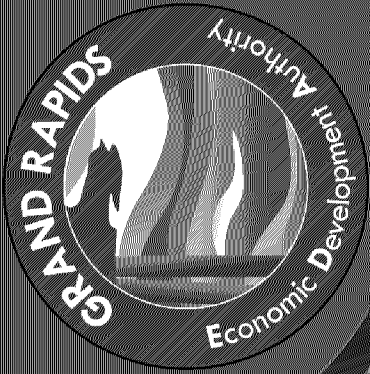
# General Activity

## ■ Comprehensive Plan Update

- GREDA has been working with Jenna King, an economic development sub-consultant, in the development of an updated Economic Development chapter to the Comprehensive Plan.
- The Comprehensive Plan Steering Committee will be seeking additional public input on the draft update at a public meeting/open house scheduled for December 3 from 6:00-8:00pm at the Library.



2040 Comprehensive Plan  
*Cultivating a Vibrant Future*



**Questions?**



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	19-0697	<b>Version:</b>	1	<b>Name:</b>	Consider approval of the final plat of Rebound Commercial Addition.
<b>Type:</b>	Agenda Item	<b>Status:</b>			Community Development
<b>File created:</b>	11/5/2019	<b>In control:</b>			City Council
<b>On agenda:</b>	11/12/2019	<b>Final action:</b>			
<b>Title:</b>	Consider approval of the final plat of Rebound Commercial Addition.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Final Plat: Rebound Commerical Addition</a> <a href="#">Subdivision Agreement: Rebound Commercial Addition</a> <a href="#">Resolution Approving Final Plat: Rebound Commercial Add.</a>				

Date	Ver.	Action By	Action	Result
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Consider approval of the final plat of Rebound Commercial Addition.

### **Background Information:**

A preliminary plat entitled Rebound Commercial Addition was submitted by the planning firm: LJA (Lightowler-Johnson Associates) on behalf Rebound Hospitality (property owners Grand Rapids Sawmill Redevelopment LLC, and Big Ten Real Estate, LLC). The property included within the preliminary plat is approximately 10.46 acres in area, including proposed right-of-way, and is located on the former Sawmill Inn property (2301 S US HWY 169).

At the regular meeting, on May 2, 2019, the Planning Commission took up consideration of the preliminary plat of Rebound Commercial Addition, conducted a public hearing, and made a recommendation to the City Council for its approval, contingent upon addressing several recommendations (some of which were more design related) made by the staff review committee.

The City Council, at their regular meeting on May 13, 2019, accepted the recommendation of the Planning Commission, and approved the preliminary plat as recommended by the Planning Commission.

The final plat documentation, in complete form, was filed with the City, with the required recommendations of the Planning Commission and City Council having been acknowledged and addressed. The plat petitioners are now requesting approval of the final plat of Rebound Commercial Addition.

The Planning Commission reviewed the final plat document at their meeting held on July 9, 2019 and forwarded, to the City Council, a recommendation for approval, contingent upon the following items being addressed:

- The execution of the associated Subdivision Agreement.
- In accordance with Minnesota Statute §§505.02, Subdivision 1, the Subdivider shall set survey monuments of a permanent character in the locations on the boundary of the subdivision, and within it, as required within 1 year of the filing and recording of the Plat.

### **Requested City Council Action**

Pass a motion accepting the recommendation of the Planning Commission and adopting the attached resolution approving the Final Plat of Rebound Commercial Addition and authorize the Mayor and City Clerk to sign the plat documents and associated Subdivision Agreement.

# REBOUND COMMERCIAL ADDITION

## PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER SECTION 33, TOWNSHIP 55 NORTH, RANGE 25 WEST, ITASCA COUNTY, MINNESOTA

### OWNERS CERTIFICATE

Know All Persons By These Presents Grand Rapids Development Corporation (Contract Vendor), a Minnesota corporation, and Grand Rapids Small Redevelopment, LLC (Contract Vendor), a Minnesota limited liability company are the Owners and Proprietors of a parcel of land more particularly described as follows:

**Rebound Commercial Addition**, the Northwest Quarter of the Northwest Quarter (NW/4 NW/4) of Section Thirty-three (33), Township Fifty-five (55) North of Range Twenty-five (25) West of the 4th Principal Meridian, and being more particularly described as follows:

Assuming the East boundary line of said NW/4 NW/4 to have a bearing of S 00° 43' 00" E and starting at a point on said East boundary line 450.00 feet southerly of the Northeast Corner of said Section 33, the boundary line shall be as follows: a line 450.00 feet southerly of the Point of Beginning, said Point of Beginning being on the westerly Right-of-Way line of Highway #169; thence, continue S 88° 17' 00" W for a distance of 651.00 feet to a point; thence, continue N 00° 43' 00" E for a distance of 600.00 feet to a point on the westerly Right-of-Way line of U.S. Highway #169; thence N 00° 43' 00" W along said westerly Right-of-Way for a distance of 600.00 feet to the Point of Beginning, containing 5.00 acres, more or less.

And that said parties have caused the same to be surveyed and plotted as REBOUND COMMERCIAL ADDITION.

BRETT REESE, President  
Grand Rapids Small Redevelopment, LLC

D.W. JOHNSON, Jr., Secretary  
Grand Rapids Development Corporation

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, within and for said County and State, personally appeared Brett Reese, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed same as their free act and deed.

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

My Commission Expires \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, within and for said County and State, personally appeared D.W. Johnson, Jr., to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed same as their free act and deed.

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

My Commission Expires \_\_\_\_\_

### OWNERS CERTIFICATE

Know All Persons By These Presents Big Ten Real Estate, LLC, a Minnesota limited liability company is the Owner and Proprietor of a parcel of land in the Northwest Quarter of the Northwest Quarter (NW/4 NW/4) of Section Thirty-three (33), Township Fifty-five (55) North of Range Twenty-five (25) West of the 4th Principal Meridian, and being more particularly described as follows:

Commencing at the Northwest Corner of said Northwest Quarter of the Northwest Quarter; thence on the East Line of said Northwest Quarter of the Northwest Quarter 450.00 feet; thence South 88 degrees 17 minutes 00 seconds East 651.00 feet; thence South 88 degrees 17 minutes 00 seconds East 600.00 feet to the Point of Beginning, said Point of Beginning being on the westerly Right-of-Way line of Highway #169; thence, continue S 88° 17' 00" W for a distance of 651.00 feet to a point; thence, continue N 00° 43' 00" E for a distance of 600.00 feet to a point on the westerly Right-of-Way line of U.S. Highway #169; thence N 00° 43' 00" W along said westerly Right-of-Way for a distance of 600.00 feet to the Point of Beginning, containing 1.46 acres, more or less.

And that said parties have caused the same to be surveyed and plotted as REBOUND COMMERCIAL ADDITION.

MOREGAREE'S APPROVAL

CHRIS COLLIER, Regional President  
American Bank of the North

BRETT REESE, Owner Manager  
Big Ten Real Estate, LLC

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, within and for said County and State, personally appeared Brett Reese, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed same as their free act and deed.

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

My Commission Expires \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, within and for said County and State, personally appeared Brett Reese, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed same as their free act and deed.

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

My Commission Expires \_\_\_\_\_

### CITY OF GRAND RAPIDS

We hereby certify on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 the City of Grand Rapids, Minnesota approved this plat.

By: \_\_\_\_\_  
Date: \_\_\_\_\_, Mayor

By: Kimberly Gleason, City Clerk

### ITASCA COUNTY AUDITOR

Pursuant to Minnesota Statutes, Section 519B.11-116 and Section 272.12, taxes payable in the amount of \_\_\_\_\_ dollar herein stated, have been paid; 2019 and transfer entered on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By: Jeffrey T. Waker, Auditor / Treasurer

### ITASCA COUNTY RECORDER

I hereby certify that the within instrument was filed in this office for record this \_\_\_\_\_ day of \_\_\_\_\_, 2019, at \_\_\_\_\_ o'clock \_\_\_\_\_ M as Document Number \_\_\_\_\_.

By: Nicole Ziemke, Itasca County Recorder / Registrar  
Itasca County, Minnesota

### SURVEYORS CERTIFICATE AND ACKNOWLEDGMENT

I, Rodney W. Boyer, a Licensed Land Surveyor under the laws of the State of Minnesota, do hereby certify that the foregoing plat was prepared and plotted in accordance with the COMMERICAL ADDITION to the City of Grand Rapids, Itasca County, Minnesota; that said plat is a true and correct representation of the survey; hereafter, that all distances are correctly measured and that the boundaries of the subject property are correctly ascertained and set within one year as indicated on the plat; that the outside boundary lines are correctly designated on said plat; and that there are no wetlands upon the platted property.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Rodney W. Boyer, Licensed Land Surveyor  
Minnesota License No. 11560

STATE OF NORTH DAKOTA

COUNTY OF CASS

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, within and for said County and State, personally appeared Rodney W. Boyer, Professional Land Surveyor, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed same as their free act and deed.

Notary Public, Cass County, ND \_\_\_\_\_

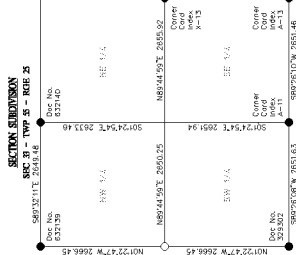
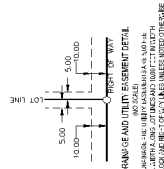
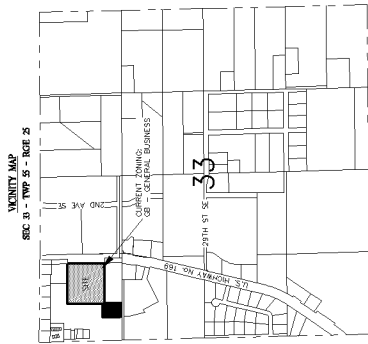
My Commission Expires \_\_\_\_\_



**LJA** ARCHITECTURE ENGINEERING  
PLANNING LAND SURVEYING  
1503 13TH AVE SW  
STPAUL, MN 55158  
www.lja.com

# REBOUND COMMERCIAL ADDITION

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER SECTION 33, TOWNSHIP 55 NORTH, RANGE 25 WEST, ITASCA COUNTY, MINNESOTA



- LEGEND**
- FOUND SURVEY MONUMENT
  - REBAR SET AND MARKED 1950
  - SECTION LINE
  - LOT LINE
  - EASEMENT LINE

Surveyor: Rodney Boyer  
 Lightkeeper Johnson Associates  
 Forest, MN 55103

Owner: Outlot Rebuild, Smartly Redevelopment, LLC and Big Ten Real Estate, LLC ATTN: Brett Peers  
 537 Professional Drive, Suite 100  
 Northfield, MN 55058  
 DATE OF PREPARATION: 1/25/19

**LJA**  
 ARCHITECTURE ENGINEERING  
 PLANNING LAND SURVEYING  
 1000 1st Avenue, Suite 100  
 Northfield, MN 55058  
 www.lja.com



- NOTES:**
1. OUTLOT A IS DESIGNATED FOR A RETENTION/DETENTION BASIN AND SHALL BE CONSIDERED, IN ITS ENTIRETY, BY A DRAINAGE AND UTILITY EASEMENT.
  2. BEARINGS SHOWN ON THIS DRAWING ARE BASED ON THE ITASCA COUNTY COORDINATE SYSTEM.

ORIENTATION OF THE BOUNDARIES IS BASED ON ITASCA COUNTY COORDINATE SYSTEM  
 Scale: 1" = 60'

## **SUBDIVISION AGREEMENT**

THIS SUBDIVISION AGREEMENT (this "Agreement") is made and entered into as of \_\_\_\_\_, 2019, by and between Grand Rapids Sawmill Redevelopment, LLC, a Minnesota limited liability company, and Big Ten Real Estate, LLC, a Minnesota limited liability company (hereinafter referred to collectively as the "Subdivider") and the City of Grand Rapids, a Minnesota municipal corporation (the "City").

### **RECITALS**

- A. Subdivider has submitted a preliminary Plat to subdivide certain real estate located within the corporate limits of the City; said preliminary Plat is entitled Rebound Commercial Addition. (Exhibit A)
- B. This City has, pursuant to its Subdivision Ordinance (the "Ordinance"), approved on a preliminary basis the Plat of Rebound Commercial Addition (the "Plat"). (Exhibit B)
- C. The City has determined that, should Subdivider comply with the terms of this Agreement, the language and intent of the Ordinance will be complied with and it would be appropriate for the City to approve a final version of the Plat, which then may be appropriately filed.

### **AGREEMENT**

1. **CONSIDERATION.** This is a mutual Agreement, which the parties acknowledge is supported by adequate consideration, and which shall be legally binding upon the parties.
2. **PARK LAND DEDICATION.** In lieu of dedication of parkland within the Plat, the Subdivider, as is provided in the Ordinance, will make a cash payment to the City in the amount of \$10,786.50 (ten thousand seven hundred eighty-six dollars and 50/100) immediately upon execution of this agreement.



3. REQUIRED IMPROVEMENTS The Subdivider agrees to construct at the Subdivider's sole cost the following improvements within the Plat, and in conformity with all applicable standards, ordinances, and with the final construction plans for those improvements upon their review and approval by the City Engineering Department. The Plan A Required Improvements will involve the completion of: grading, aggregate base, street pavement, curb and gutter, sidewalk, sanitary sewer main, water main, storm water infrastructure, storm water retention pond (Outlot A), signing, street lighting, and turf establishment along:

(a) 23<sup>rd</sup> Street SW – a local section of street (from US Highway No. 169 to 1<sup>st</sup> Avenue SW)

(b) 1<sup>st</sup> Avenue SW – a local section of street (from 23<sup>rd</sup> Street SW to the north boundary of the Plat.

(c) 1<sup>st</sup> Avenue SW Cul-de-sac – a turn-around, snow storage area, to be constructed beyond the north boundary of the Plat, within the Public Service and Infrastructure Easement (Exhibit E).

(d) Trunk Hwy. 169– a southbound right turn lane approaching 23<sup>rd</sup> St. SW, approved, designed and constructed to the standards of the Minnesota Department of Transportation.

4. SCHEDULE FOR REQUIRED IMPROVEMENTS. The City and Subdivider agree that the Required Improvements, described in above paragraph, shall be substantially completed on or before November 1, 2020.

The above-described improvements shall be in compliance with all applicable statutes, codes, and ordinances and with the construction standards of the City at the Subdivider's expense.

It shall be the duty of the Subdivider to retain the services of an independent testing agency during the construction phase of the improvements listed above in Paragraphs 3 to conduct material and construction quality testing in accordance with the Schedule of Materials and Testing (Exhibit D). The Subdivider will forward a copy of the testing agencies reports, regarding the results of this testing, to the City.

It shall be the duty of the Subdivider to notify the City of the completion of the Work in writing and to thereby request a final inspection of the Work by employees of the City. A civil engineer, registered in the State of Minnesota and retained by the Subdivider, shall provide written certification to the City that the improvements have been completed in accordance with the approved plans and specifications.

The City, following inspection of the Required Improvements and the determination that the Required Improvements have been satisfactorily completed, shall give notice of the date of actual completion and acceptance to the Subdivider. Notice of deficiencies and of required

corrections shall be given to the Subdivider, who shall re-notify the City in writing when corrections have been made and may be inspected.

No Certificate of Occupancy shall be granted to any property nor shall any person occupy any property until:

- (a.) The Required Improvements are substantially completed in accordance with the terms set forth by this Agreement.
- (b.) The City has reviewed and accepted and the Subdivider has provided copies of all recorded covenants and other executed documents establishing the joint ownership and maintenance responsibilities of storm water pond infrastructure located on Outlot A of the Plat.

5. PUBLIC INFRASTRUCTURE EASEMENT – For the purpose of constructing a turn-around and snow storage area for the City’s maintenance of 1<sup>st</sup> Avenue SW, the Subdivider shall execute and record, together with the Plat, a Public Service and Infrastructure Easement in substantially the form attached hereto as Exhibit E. A copy of the recorded easement shall be provided to the City.

6. CONSTRUCTION PLANS. Construction plans and specifications for the required improvements, conforming in all respects with the standards of the City Engineer and the ordinance of the city, shall be prepared at the Subdivider's expense by a professional engineer who is registered in the state, and the plans shall contain his or her seal. Such plans, together with the quantities of construction items, shall be submitted to the city engineer for his approval and for his estimate of the total cost of the required improvements; upon approval they shall become a part of this Agreement (Exhibit C). The original plans approved by the city engineer plus two prints, and electronic as-builts, shall be furnished to the city to be filed by the city engineer as a record in the engineering department.

7. FINANCIAL GUARANTEE: The Subdivider agrees to furnish the City with a financial guarantee in the form of a cash escrow; an irrevocable letter of credit provided by a Minnesota financial institution or other financial institution reasonably acceptable to the City; or in the form of other financial instruments which provide equivalent assurance to the City and which are approved by the City Director of Finance.

The Subdivider shall furnish the City with a financial guarantee in the amount of \$1,313,758.10 dollars, which constitutes 110 percent of the City Engineering Department’s estimated cost of outstanding improvements as outlined in Paragraph 3 (which estimate is attached as Exhibit C hereto), and such financial guarantee shall continue in full force and effect until the City Council has approved and accepted all of the Work undertaken to be done, and shall thereby release the surety and/or Subdivider from any further liabilities; provided, however, that the City Council shall reduce the amount of the financial guarantee upon partial completion of the Work as follows: (a) upon completion of one-third (1/3) of the Work, as certified by the City Administrator in his/her reasonable discretion after consultation with the City Engineering Department and the Subdivider’s general contractor, the financial guarantee shall be reduced by one-third of its original amount to \$875,838.73;

and (b) upon completion of two-thirds (2/3) of the Work, as certified by the City Administrator in her/her reasonable discretion after consultation with the City Engineering Department and the Subdivider's general contractor, the financial guarantee shall be reduced by an additional one-third of its original amount to \$437,919.36.

The financial guarantee shall be conditioned upon the full and faithful performance of all elements of this Agreement, and upon compliance with applicable statutes, codes, and ordinances of the City, and shall further be subject to the following provisions, which shall be deemed to be incorporated in such financial guarantee and made part thereof.

When any instrument such as an irrevocable letter of credit, submitted as a financial guarantee for the Work, contains provision for an expiration date, after which the instrument may not be drawn upon, notwithstanding the status of the Work, it is hereby agreed that the following special conditions shall apply:

The expiration date of all such instruments shall be no earlier than December 31<sup>st</sup>, of the year in which it is issued or the closest business day in the case of weekends and legal holidays.

The Subdivider (or in the case of a Letter of Credit, the bank or other issuer of the Letter of Credit) shall notify the City in writing, by certified mail, at least sixty (60) days prior to the expiration date of the instrument, that (1) the instrument will not be renewed upon expiration; or (2) the instrument will be renewed and extended for at least six months beyond the initial expiration date.

In the case of the intention not to renew an instrument upon expiration, the Subdivider hereby agrees that an appropriate new instrument shall be submitted at least thirty (30) days prior to expiration of the initial instrument, to guarantee the completion of remaining work unless, prior to the expiration date, the City Council has found that all work has been completed and has, therefore, released the Subdivider from the obligation to provide a guarantee. If a new financial instrument is not timely submitted, and the City Council has not so released the Subdivider, the Subdivider shall be in a breach of this Agreement.

In the case of an intention to renew the instrument, the Subdivider hereby agrees that a written notice of extension from the financial institution providing the instrument shall be submitted to the City at least thirty (30) days prior to the expiration date in the initial instrument. The term of any extension shall be approved by the City.

8. SURVEY MONUMENTS. In accordance with Minnesota Statute §§505.02, Subdivision 1, the Subdivider shall set survey monuments of a permanent character in the locations on the boundary of the subdivision, and within it, as required within 1 year of the filing and recording of the Plat.

9. REMEDIES FOR BREACH. At any time after the completion date and any extension thereof, if any of the Work is deemed incomplete, or if a letter of credit or surety will expire

without renewal prior to completion, the City may proceed in any one or more of the following ways to enforce the undertakings herein set forth, and to collect any and all overhead expenses incurred by the City in connection therewith, including but not limited to engineering, legal, planning, and litigation expenses; but the enumeration of the remedies hereunder shall be in addition to other remedies available to the City.

- (a) Specific Performance. The City may in writing direct the surety or the Subdivider to cause the Work to be undertaken and completed within a specified reasonable time. If the surety and/or the Subdivider fail to cause the Work to be done and completed in a manner and time acceptable to the City, the City may proceed in an action for specific performance to require such work to be undertaken.
- (b) Completion by the City. The City, after 10 days notice to Subdivider, may enter the premises and proceed to have the Work done either by contract, by day labor, or by regular City forces, and neither the Subdivider nor the corporate surety may question the manner of doing such work or the letting of any such contracts for the doing of any such work, or the doing of such work. Upon completion of such work, the surety and/or the Subdivider shall promptly pay the City the full cost thereof as aforesaid.
- (c) Funds on Deposit. In the event that the financial guarantee is in the form of cash, certified check, irrevocable letter of credit, or other arrangement making the financial guarantee immediately accessible to the City, the City may immediately draw on a letter of credit, cash, a certified check, or demand payment by a surety. It may then deposit the financial guarantee in its general account. The City may then proceed to complete the Work, reimburse itself for the cost of completion as defined hereunder, and return the balance to the Subdivider.

10. **AGREEMENT TO PAY ATTORNEY'S FEES AND EXPENSES.** Whenever any default occurs and the City employs attorneys or incur other reasonable expenses in enforcement or performance of the obligations under this agreement, the Subdivider agrees on demand to pay the City the reasonable fees or expenses incurred by the City.

11. **MISCELLANEOUS TERMS.** This Agreement shall also be subject to the following terms and conditions:

- (a) This Agreement shall be interpreted in accordance with the laws of the State of Minnesota.
- (b) The terms of this Agreement shall not be amended, supplemented, or varied, except by written agreement signed by the parties.
- (c) All terms of this Agreement which are binding upon Subdivider shall run with the land and shall be binding upon all heirs, successors, assigns,



\_\_\_\_\_, the \_\_\_\_\_ and  
\_\_\_\_\_, respectively, of the City.

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

This instrument was drafted by:

City of Grand Rapids  
Community Development Department  
420 N. Pokegama Avenue  
Grand Rapids, MN 55744

EXHIBIT A

Preliminary Plat Rebound Commercial Addition

EXHIBIT B

Final Plat Rebound Commercial Addition "The Plat"



## EXHIBIT C

### City Engineering Department's Cost Estimate

**Developers Agreement - Cost Estimate**  
**Rebound Commercial Addition**  
**Grand Rapids, MN**

SPEC	ITEM	UNIT	QTY	ENGINEER'S ESTIMATE	
				UNIT	TOTAL
2021.501	MOBILIZATION	LUMP	1	\$30,000.00	\$ 30,000.00
2101.505	CLEAR AND GRUB	LUMP	1	\$ 5,000.00	\$ 5,000.00
2104.510	REMOVE PIPE - SIZE/TYPE VARIES	LUMP	1	\$ 1,000.00	\$ 1,000.00
2105.601	COMMON EXCAVATION	CU YD	51,656	\$ 5.00	\$ 258,280.00
2105.604	GEOGRID	SQ YD	4,211	\$ 3.00	\$ 12,633.00
2112.501	SUBGRADE PREPARATION	SQ YD	4,211	\$ 3.00	\$ 12,633.00
2211.501	AGGREGATE BASE CLASS 5 (MODIFIED) (CV) (P)	CU YD	1,089	\$ 37.00	\$ 40,293.00
2360.501	TYPE SP 12.5 WEAR COURSE MIX (3.C)	TON	356	\$ 84.00	\$ 29,904.00
2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (4.C)	TON	445	\$ 84.00	\$ 37,380.00
2501.515	18" RC PIPE APRON	EACH	2	\$ 2,500.00	\$ 5,000.00
2502.541	4" PERFORATED PVC PIPE DRAIN	LIN FT	160	\$ 7.00	\$ 1,120.00
2503.511	15" RC PIPE STORM	LIN FT	305	\$ 60.00	\$ 18,300.00
2503.511	18" RC PIPE STORM	LIN FT	1,781	\$ 62.00	\$ 110,422.00
2503.602	SANITARY SEWER SERVICE WYE	EACH	2	\$ 500.00	\$ 1,000.00
2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	1	\$ 1,750.00	\$ 1,750.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	2	\$ 1,300.00	\$ 2,600.00
2503.602	SANITARY SEWER CLEANOUT ASSEMBLY - 6"	EACH	5	\$ 650.00	\$ 3,250.00
2503.602	SANITARY SEWER CLEANOUT ASSEMBLY - 8"	EACH	2	\$ 900.00	\$ 1,800.00
2503.603	6" SDR-26 PIPE SEWER	LIN FT	192	\$ 30.00	\$ 5,760.00
2503.603	8" SDR-26 PIPE SEWER	LIN FT	368	\$ 35.00	\$ 12,880.00
2503.603	10" SDR-26 PIPE SEWER	LIN FT	450	\$ 42.00	\$ 18,900.00
2503.603	CLEAN AND VIDEO TAPE PIPE SEWER	LIN FT	1,010	\$ 1.75	\$ 1,767.50
2503.603	CONNECT TO EXISTING WATERMAIN	EACH	2	\$ 1,400.00	\$ 2,800.00
2504.602	6" GATE VALVE AND VALVE BOX	EACH	11	\$ 1,600.00	\$ 17,600.00
2504.602	8" GATE VALVE AND VALVE BOX	EACH	4	\$ 1,900.00	\$ 7,600.00
2504.602	ADJUST VALVE BOX	EACH	15	\$ 370.00	\$ 5,550.00
2504.602	WATERMAIN FITTINGS	LBS	2,500	\$ 9.75	\$ 24,375.00
2504.602	FIRE HYDRANT	EACH	5	\$ 5,100.00	\$ 25,500.00
2504.603	8" DIP WATERMAIN	LIN FT	1,480	\$ 55.00	\$ 81,400.00
2504.603	6" DIP WATERMAIN	LIN FT	246	\$ 50.00	\$ 12,300.00
2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48- 4020	EACH	1	\$ 2,500.00	\$ 2,500.00
2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60- 4020	EACH	1	\$ 4,025.00	\$ 4,025.00
2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72- 4020	EACH	1	\$ 5,000.00	\$ 5,000.00
2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN G OR H	EACH	1	\$ 2,250.00	\$ 2,250.00
2506.522	ADJUST FRAME AND RING CASTING	EACH	22	\$ 900.00	\$ 19,800.00
2506.602	SANITARY SEWER MANHOLE 48-4007	EACH	4	\$ 4,000.00	\$ 16,000.00
2506.602	STORM MANHOLE	EACH	8	\$ 3,600.00	\$ 28,800.00
2521.501	4" CONCRETE WALK	SQ FT	7,414	\$ 5.00	\$ 37,070.00
2531.501	CONCRETE CURB & GUTTER DESIGN TYPE B618	LIN FT	1,600	\$ 22.00	\$ 35,200.00
2531.602	PEDESTRIAN CURB RAMP	EACH	12	\$ 1,900.00	\$ 22,800.00
2545.502	LIGHTING UNIT	EACH	5	\$ 5,100.00	\$ 25,500.00
2545.502	SERVICE EQUIPMENT	EACH	1	\$ 2,500.00	\$ 2,500.00
2545.503	CONDUIT	LIN FT	1,000	\$ 15.00	\$ 15,000.00
2545.503	UNDERGROUND WIRE	LIN FT	4,000	\$ 1.00	\$ 4,000.00
2563.601	TRAFFIC CONTROL	LUMP	1	\$15,000.00	\$ 15,000.00
2564.537	FURNISH AND INSTALL SIGN TYPE C (REGULATORY SIGN)	EACH	7	\$ 300.00	\$ 2,100.00
2564.537	FURNISH AND INSTALL SIGN TYPE D (STREET NAME SIGN)	EACH	4	\$ 360.00	\$ 1,440.00
2571.524	TREE	EACH	20	\$ 450.00	\$ 9,000.00
2573.502	SILT FENCE, TYPE MACHINE SLICED	LIN FT	2,306	\$ 2.25	\$ 5,188.50
2573.530	STORM DRAIN INLET PROTECTION	EACH	12	\$ 150.00	\$ 1,800.00
2573.535	TEMPORARY CONSTRUCTION ENTRANCE	EACH	1	\$ 2,500.00	\$ 2,500.00
2575.523	WOOD FIBER FIBER EROSION BLANKET	SQ YD	7,370	\$ 1.75	\$ 12,897.50
2575.555	TURF ESTABLISHMENT	ACRE	8	\$ 2,200.00	\$ 17,006.00
2582.501	PAVEMENT MESSAGE (LEFT ARROW) EPOXY - GR IN	EACH	4	\$ 375.00	\$ 1,500.00
2582.502	24" STOP LINE WHITE-EPOXY - GROUND IN	LIN FT	24	\$ 30.00	\$ 720.00
2582.502	4" SOLID LINE WHITE-EPOXY - GROUND IN	LIN FT	338	\$ 6.00	\$ 2,028.00
2583.502	6" SOLID LINE WHITE-EPOXY - GROUND IN	LIN FT	225	\$ 8.00	\$ 1,800.00
2582.502	4" SOLID LINE YELLOW-EPOXY - GROUND IN	LIN FT	588	\$ 6.00	\$ 3,528.00
<b>TOTAL</b>					<b>\$1,085,750.50</b>
				CONTINGENCY (10%)	\$108,575.05
				<b>PROJECT TOTAL</b>	<b>\$1,194,325.55</b>

EXHIBIT D

Schedule for Materials and Testing

<b>Product</b>	<b>Test Type</b>	<b>Approximate Frequency</b>	<b>Remark</b>
Trench Compaction	Compaction	1 per 1000 cy (CV)	Owners Rep shall contact Testing Firm to take sample and perform test
Embankment	Compaction	1 per 10,000 cy (CV)	Owners Rep shall contact Testing Firm to take sample and perform test
Aggregate	Gradation	1 per source	Owners Rep shall contact Testing Firm to take sample and perform test
Aggregate	Compaction (Modified Penetration index method)	1 per 500 cy (CV)	Owners Rep shall contact Testing Firm to perform test
Bituminous	All required testing	1 set per 500 tons per mix blend at start of production	Contractor
Bituminous	Pavement Coring (coring of wear course will be waived)	1 set per 500 tons per mix blend at start of production	Contractor to deliver sample to owners rep
Concrete (sidewalk, curb and driveways)	Cylinder Sample and Slump and Air Tests	1 per 300 cy testing 1 <sup>st</sup> truck	Owners Rep shall contact Testing Firm to take sample and perform test
Water main	Pressure	In accordance with AWWA C600	See specifications
Water main	Bacteria	In accordance with AWWA C651	See specifications
Water main	Conductivity	Entire System	See specifications
Sanitary Sewer	Deflection	Entire system, 30 days after install	95% inside diameter
Sanitary Sewer	Air Test	Entire system	See specifications

EXHIBIT E

PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT

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

**THE CITY OF GRAND RAPIDS, MINNESOTA**

**RESOLUTION NO. 19-\_\_**

**THE FINAL PLAT ENTITLED  
“REBOUND COMMERCIAL ADDITION”**

**WHEREAS**, on May 2, 2019 the Planning Commission conducted a public hearing on the preliminary plat of *Rebound Commercial Addition*, and

**WHEREAS**, on May 2, 2019 the Planning Commission recommended approval of said preliminary plat, contingent upon addressing several recommendations identified by the staff review committee, and

**WHEREAS**, the City Council approved the preliminary plat of *Rebound Commercial Addition* as recommended by the Planning Commission on May 13, 2019, and

**WHEREAS**, the Planning Commission reviewed the final plat of *Rebound Commercial Addition* on July 9, 2019 and found the plat to be in compliance with the City Code, and recommended approval of said final plat contingent upon the following conditions being adhered to;

- The execution of the associated Subdivision Agreement.
- In accordance with Minnesota Statute §§505.02, Subdivision 1, the Subdivider shall set survey monuments of a permanent character in the locations on the boundary of the subdivision, and within it, as required within 1 year of the filing and recording of the Plat, and

**WHEREAS**, the final plat of *Rebound Commercial Addition* conforms to the approved preliminary plat.

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

That the plat of *Rebound Commercial Addition*, a subdivision of the City of Grand Rapids, is hereby approved.

Approved by the City Council of the City of Grand Rapids this 12<sup>th</sup> day of November, 2019.

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

Attest:

\_\_\_\_\_  
Kim Gibeau, City Clerk

Grand Rapids City Council member \_\_\_\_\_ seconded the foregoing resolution and the following voted in favor thereof; \_\_\_\_\_; and the following voted against same \_\_\_\_\_; whereby the resolution was declared duly passed and adopted.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0698      **Version:** 1      **Name:** PW 2020 Loader Purchase  
**Type:** Agenda Item      **Status:** Engineering\Public Works  
**File created:** 11/5/2019      **In control:** City Council  
**On agenda:** 11/12/2019      **Final action:**  
**Title:** Consider approving the Public Works Department's purchase a 2020 budgeted loader equipped with a snowplow and grapple equipment from Nuss Truck for \$256,810.00.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [2019 11-12 2020 Loader Quote - Ziegler](#)  
[2019 11-12 2020 Loader Quote - McCoy Constr](#)  
[2019 11-12 2020 Loader Quote - Nuss Truck](#)  
[2019 11-12 Loader Quote Comparison](#)

Date	Ver.	Action By	Action	Result
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Consider approving the Public Works Department's purchase a 2020 budgeted loader equipped with a snowplow and grapple equipment from Nuss Truck for \$256,810.00.

**Background Information:**

At the October 14th, 2019, City Council Meeting, the City Council approved the Public Works Department's creation of specifications to solicit quotes utilizing the Minnesota Cooperative Purchasing Venture (CPV) for the purchase of a 2020 budgeted loader. This 2020 loader will be equipped with a snowplow and grapple equipment. The Public Works Department recommends auctioning their current 1995 loader at the August 2020 DNR Auction. Quotes were received from the following Dealerships:

Ziegler - Caterpillar	\$255,150.00
McCoy Construction - John Deere	\$256,270.00
Nuss Truck - Volvo	\$256,810.00

Public works staff test drove all three models and are recommending the purchase of the Volvo L90H from Nuss Truck. The Volvo was a smoother ride, had better visibility, had more power and better stability. Even though the Volvo is the highest quote (by \$1,660), staff is recommending the purchase from Nuss Truck for the reasons stated.

**Staff Recommendation:**

Matt Wegwerth, Public Works Director, recommends purchasing the 2020 budgeted loader equipped with a snowplow and grapple equipment from Nuss Truck for \$256,810.00.

**Requested City Council Action**

Make a motion to approve the Public Works Department's purchase of the 2020 budgeted loader equipped with a snowplow and grapple equipment from Nuss Truck for \$256,810.00.

Ziegler Inc.



169895-01

November 1, 2019

CITY OF GRAND RAPIDS  
420 N POKEGAMA AVE  
GRAND RAPIDS, Minnesota 55744-2658

Dear Kevin Koetz,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

**Caterpillar Model: MNDOT93818 MNDOT BIDS**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Ryan Milette  
Territory Manager

**Caterpillar Model: MNDOT93818 MNDOT BIDS**

**STANDARD EQUIPMENT**

**Articulating Wheel Loader** - Make & Model: Caterpillar 938M - Engine info.: Caterpillar C7.1 ACERT / 186 Net HP - Operating Weight: 36,156 lb - Full Turn Static Tipping Load: 22,146 lb - Recomm. Bucket type and size: Performance GP bucket 3.5 cyd heaped / - 3.3 cyd struck - Bucket included?: No - Break Out Force, bucket (SAE): 29,035 lb - Hinge Pin Height: 13'0" - Articulation Angle: 40 degrees - Brake Type: Independent front and rear enclosed inboard wet disc - Transmission Type: Stepless, electronically-controlled hydrostatic - transmission with 4 speed ranges, standard throttle lock, and - optional rimpull control and creeper control - Differential type: Fully locking front differential (can be engaged - on the go at full torque with button on joystick). Conventional rear - differential - Seat type: Fabric suspension seat - Battery CCA: 4 x 1,000 CCA - Tires: 20.5-R25 Michelin XHA2, L3 - Hydraulics: 2 valve, single lever, load-sensing variable flow - electrohydraulic control system with in-cab programmable kick-outs and - electrohydraulic cylinder snubbing - Bucket Controls: Seat mounted joystick with F/N/R switch - Alternator Size: 115 amp - Starting Aid: Ether starting aid and engine coolant heater - Road & Work Lights: Front and rear halogen roading and work lights - with LED rear stop tail turn lights - Warranty Details: One year / unlimited hour premier warranty -

**MACHINE SPECIFICATIONS**

**DESCRIPTION**

CATERPILLAR 938M  
DELUXE CAB  
DELUXE AM/FM RADIO  
RIDE CONTROL  
DELUXE SEAT  
REAR VIEW CAMERA  
WASHER & WIPER - F AND R  
FRONT DIFFERENTIAL LOCK  
LIMITED SLIP REAR DIFFER.  
ETHER STARTING AID  
ENGINE COOLANT HEATER  
WARNING BEACON  
HAL - F/R ROAD & WORK LIGHTS  
TWO ADD. HAL. LIGHTS - REAR  
PRODUCT LINK PL641 - CELLULAR  
ADD. BATTERIES COLD START  
20.5-R25 MICHELIN XHA2, L3  
HD HYDRAULIC OIL COOLER  
HYDRAULICS, 3 VALVE  
CATERPILLAR FUSION QC  
BUCKET, GP, 3.8 CYD, BOCE  
LOGGER / AGGREGATE CTWGHT  
STANDARD FENDERS

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SELL PRICE	\$195,680.00
<b>NET BALANCE DUE</b>	<b>\$195,680.00</b>
<b>BALANCE</b>	<b>\$195,680.00</b>

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**WARRANTY**

Standard Warranty: 1 Year Unlimited Premier  
Extended Warranty:

**F.O.B/TERMS: BUHL**





**PPW10 - 10 Foot Wing Combo**  
**Lead Time: 120-150 Days**

Weight: 1706.00lbs

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**Wing Hinge**

1 6249502 Non-trip moldboard hinge with pin

**Moldboard**

1 6249372 10' non-trip moldboard with (1) one position pivot bushing and (8) eight position push-beam adjustment  
Leading end height 29" and discharge end height 36" Smooth rolled 3/16" hi-tensile 50,000psi steel plate

**Combo Front Post**

1 6249457 Combo mount with 14.50" of float  
All hydraulic operation - no cables  
23" by 15" heavy duty parallel arm structure with 3" x 10" x 2" double acting lift cylinder  
Post can be removed from the combo coupler via a bolt-up adapter

**Ship Loose**

1 6249090 4" x 20-3/4" x 2" double acting wing stow cylinder with wing stow cylinder with integral lock  
Includes a MUDROC valve that prevents damage to moldboard stow cylinder that could occur when machine articulates

**Combo Backplate**

1 629\* Combo backplate with CAT fusion hooks

**Bolt-On Loader Adapter**

1 6178501 Bolt-on loader adapter 30.5 C-C

**Combo Rear**

1 N/A Rear attaching structure mounted behind curbside front wheel via a weld-on plate machine side and bolt-up plate push-beam side  
Rear attach can be removed via the bolt-up plate noted above  
Rear attach will include a safety lock chain

**Push Beam**

1 6249156 Single, 4" x 15" (nitrited shaft for improved service life) hydraulic adjustable push-beam with built in accumulator

**Cutting Edge**

1 6211105 3/4" x 6" SAE 1084 high carbon steel cutting edge

**Features and Add Ons**

1 8620029 Prep items that include - serial tag, decals and product manual canister  
1 6249067 Hose kit to connect wing cylinders to machine (dealer or end user may need additional hosing, brackets, bulkheads and couplers)

**Product Manual**

1 8532121 Product manual - inside canister

**Paint**

200 7182020 Paint: CAT yellow

**GrabTec RDX360 3.6cyd Fusion Bucket**

List- \$17,995 Freight- \$600

Lead time- 5 weeks

**List price- \$16,100**

**FVX12 - Multi Directional Folding V Plow With Compression Trip Edge**

**Weight: 3039.00lbs**

**Lead Time: 120-150 Days**

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**Coupler Adapter**

- 1 6178110 Plow wing combo coupler adapter that allows for Henke truck plows and wings to mount on wheel loaders  
Coupler adapter setup with machine side CAT fusion hooks  
Coupler adaptor setup to accept a plow side (UH30.5) universal connection so plow can be removed and includes a short lift arm and level lift chains to raise the plow  
Coupler adapter also setup for a wing that can be remove via a pin and hinge connection or by removing the entire post via a bolt-up adapter

**Moldboard**

- 1 6040000 Versatile plow that adjusts to scoop so you can carry snow and vee so you can bust drifts  
  
41" high and 12' long  
FVX-12 straight plowing swath – 147.26 :: overall width – 147.26  
FVX-12 angled plowing swath – 121.03 :: angled overall width – 131.34  
FVX-12 V mode plowing swath – 125.55 :: V mode overall width – 136.43  
FVX-12 scoop mode plowing swath – 116.51 :: scoop mode overall width – 126.26  
Compression spring trip-edge

**FVX A-Frame / Push-Frame**

- 1 6041001 FVX a-frame / push-frame

**Cylinders**

- 1 6042010 (2) 3.5" bore x 16.5" stroke with 2" rod cylinders for wing operation  
(2) cushion valves to relieve each of the plow power reversing cylinders

**Top Shield**

- 1 6043000 Heavy-duty top shield that eliminates snow from blowing over the top of the moldboard when the wings are sweep back

**Swivel Plate**

- 1 6101010 Hitch plow half: (UH30.5) universal pin on

**Cutting Edge**

- 1 6216500 3/4" x 6" SAE 1084 high carbon steel cutting edge

**Features and Add Ons**

- 1 8400050 Product manual - inside canister  
1 8620018 Prep items that include - serial tag, decals and product manual canister

**Paint**

- 200 7182020 Paint: CAT yellow
- 

**List price- \$20,105**

**ARTICULATING WHEEL LOADER  
PRICE SCHEDULE**  
(Typed responses required)

<b>9.56</b>	84 Month / 4,000 Hour Powertrain and Hydraulics	\$	4,040
<b>9.57</b>	84 Month / 5,000 Hour Powertrain and Hydraulics	\$	4,720
<b>9.58</b>	84 Month / 6,000 Hour Powertrain and Hydraulics	\$	5,190
<b>9.59</b>	84 Month / 7,000 Hour Powertrain and Hydraulics	\$	5,460
<b>9.60</b>	84 Month / 8,000 Hour Powertrain and Hydraulics	\$	6,450
<b>9.61</b>	84 Month / 9,000 Hour Powertrain and Hydraulics	\$	7,350
<b>9.62</b>	84 Month / 10,000 Hour Powertrain and Hydraulics	\$	8,340
<b>9.63</b>	24 Month / 1,000 Hour Premier	\$	890
<b>9.64</b>	24 Month / 2,000 Hour Premier	\$	1,280
<b>9.65</b>	36 Month / 1,000 Hour Premier	\$	1,240
<b>9.66</b>	36 Month / 2,000 Hour Premier	\$	1,340
<b>9.67</b>	36 Month / 3,000 Hour Premier	\$	1,880
<b>9.68</b>	48 Month / 2,000 Hour Premier	\$	2,830
<b>9.69</b>	48 Month / 3,000 Hour Premier	\$	3,180
<b>9.70</b>	48 Month / 4,000 Hour Premier	\$	3,820
<b>9.71</b>	60 Month / 3,000 Hour Premier	\$	3,890
<b>9.72</b>	60 Month / 4,000 Hour Premier	\$	4,260
<b>9.73</b>	60 Month / 5,000 Hour Premier	\$	4,670
<b>9.74</b>	60 Month / 6,000 Hour Premier	\$	7,430
<b>9.75</b>	60 Month / 7,000 Hour Premier	\$	7,670
<b>9.76</b>	60 Month / 8,000 Hour Premier	\$	8,000
<b>9.77</b>	72 Month / 3,000 Hour Premier	\$	5,350
<b>9.78</b>	72 Month / 4,000 Hour Premier	\$	6,470
<b>9.79</b>	72 Month / 5,000 Hour Premier	\$	7,550
<b>9.80</b>	72 Month / 6,000 Hour Premier	\$	7,990
<b>9.81</b>	72 Month / 7,000 Hour Premier	\$	8,520
<b>9.82</b>	72 Month / 8,000 Hour Premier	\$	10,930
<b>9.83</b>	84 Month / 4,000 Hour Premier	\$	7,120
<b>9.84</b>	84 Month / 5,000 Hour Premier	\$	8,300
<b>9.85</b>	84 Month / 6,000 Hour Premier	\$	9,150
<b>9.86</b>	84 Month / 7,000 Hour Premier	\$	9,620
<b>9.87</b>	84 Month / 8,000 Hour Premier	\$	11,360

\$200.00 deductible per occurrence after 1 year/1500 hours on Full Machine warranties. Warranty excludes wear items, tires, cutting edges, lights, brakes, batteries, and non-Cat attachments.  
One set of parts, service and operators manual  
Preventative maintenance contract (3 years/2,000 hours) Travel included within 50 miles of Ziegler location

No Charge  
\$4.15 per hour

**10.0 DELIVERY STARTING POINT**

Price per loaded mile

Price:

Nearest Ziegler Facility

City State Zip Code

\$ 4.00

**11.0 NEW EQUIPMENT RENTAL PROGRAM**

If rental programs are available on the new equipment being offered, list the hourly/weekly/monthly rental rate. Indicate the percent of rental fee paid by the purchaser that would be applied to the purchase price. See Solicitation Special Terms & Conditions.

Hourly Rental Rate:

\$39.00 hourly overtime rate

Weekly Rental Rate:

\$2,970 per week (40 hours usage)

Monthly Rental Rate:

\$5,930 per month (100 hours usage)

Percent (%) of Rental Fee applied to purchase price:

100%



# JOHN DEERE

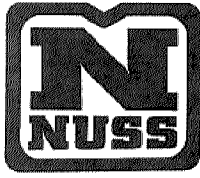
**Company** McCoy Construction & Forestry Inc.  
**Contact** Jordan Thieschafer  
**Phone:** 218-910-0503

**City of Grand Rapids**

**Total State Bid Price:** \$ 250,202.

Make	Model	Item Code	Item Description	Mfg List Price	Qty	Discount %	State Bid Price
John Deere	624L	7590DW	624L WHEEL LOADER	\$ 237,881	1	43.50%	\$ 134,403
John Deere	624L	2605	English Decals and Manuals	No Added Cost	1	43.50%	No Added Cost
John Deere	624L	0924	John Deere PowerTech Engine	\$ 25,890	1	43.50%	\$ 14,628
John Deere	624L	1520	Automatic Reversing Hydraulic Fan	\$ 1,822	1	43.50%	\$ 1,029
John Deere	624L	1430	Engine Air Intake System with Centrifugal Precleaner	\$ 736	1	43.50%	\$ 416
John Deere	624L	1330	Chrome Curved Stack	\$ 444	1	43.50%	\$ 251
John Deere	624L	1610	Standard Fuel Filter with Water Separator and Standard Fuel Fill	No Added Cost	1	43.50%	No Added Cost
John Deere	624L	1215	130 amp Alternator	\$ 361	1	43.50%	\$ 204
John Deere	624L	2730	30 Amp Converter	\$ 293	1	43.50%	\$ 165
John Deere	624L	7140	Premium LED Work and Drive Lights	\$ 1,600	1	43.50%	\$ 904
John Deere	624L	2890	No Payload Scale without Cycle Counter	No Added Cost	1	43.50%	No Added Cost
John Deere	624L	1120	5-Speed Powershift Transmission with Lock-up Torque Converter	No Added Cost	1	43.50%	No Added Cost
John Deere	624L	3049	High Traction - Front & Rear Hydraulically Locking Differential Axles	\$ 2,708	1	43.50%	\$ 1,530
John Deere	624L	3110	Automatic Differential Lock	\$ 1,578	1	43.50%	\$ 891
John Deere	624L	8220	Rear Hitch and Counterweight	No Added Cost	1	43.50%	No Added Cost
John Deere	624L	4415	Michelin XSnoplus, 20.5R25 L2 Radial Tires with 3pc Rims	\$ 22,025	1	43.50%	\$ 12,444
John Deere	624L	5550	Full Width Front and Rear Fenders	\$ 2,550	1	43.50%	\$ 1,441
John Deere	624L	2010	Standard Z-BAR	No Added Cost	1	43.50%	No Added Cost
John Deere	624L	2360	Joystick Controls	No Added Cost	1	43.50%	No Added Cost
John Deere	624L	2404	Four Function Hydraulics	\$ 4,671	1	43.50%	\$ 2,639
John Deere	624L	1975	Hydrau XR Hydraulic Fluid	\$ 276	1	43.50%	\$ 156
John Deere	624L	2510	Ride Control	\$ 4,433	1	43.50%	\$ 2,504
John Deere	624L	1910	Premium Cab	\$ (565)	1	43.50%	\$ (319)
John Deere	624L	8450	Cab with Air A/C Charge	No Added Cost	1	43.50%	No Added Cost
John Deere	624L	2240	Premium Seat, Heated and Ventilated with Heavy Duty Air	\$ 1,430	1	43.50%	\$ 808
John Deere	624L	8350	Remote Powered and Heated Exterior Mirrors	\$ 786	1	43.50%	\$ 444
John Deere	624L	1940	7 inch Monitor	No Added Cost	1	43.50%	No Added Cost
John Deere	624L	8240	Rear Camera	\$ 1,198	1	43.50%	\$ 677
John Deere	624L	8290	Left Beacon Bracket Only	\$ 185	1	43.50%	\$ 105
John Deere	624L	5620	Left And Right Side Steps	\$ 1,016	1	43.50%	\$ 574
John Deere	624L	8370	Premium AM/FM/Weather Band (WB) with Bluetooth, Remote Aux	\$ 938	1	43.50%	\$ 530
John Deere	624L	2120	Steering Wheel Only	No Added Cost	1	43.50%	No Added Cost
John Deere	624L	170C	JDLink Ultimate Cellular - 5 Years	No Added Cost	1	43.50%	No Added Cost
John Deere	624L	1010	Standard Wheel Loader	No Added Cost	1	43.50%	No Added Cost





**TRUCK &  
EQUIPMENT**



9403 Westgate Boulevard Duluth, MN 55810  
218 336 0298 Email – [mluttrell@nussgrp.com](mailto:mluttrell@nussgrp.com)

**L90H 2.0 Price Summary Matrix**

1.0	PRICE OF BASE VOLVO L90H	\$	149,955.00
2.0	Operation Station	\$	4,555.00
3.0	Engine/Power Train	\$	4,365.00
4.0	Electrical/Lights	\$	3,475.00
5.0	Tires/Rims	\$	1,945.00
6.0	Hydraulics	\$	11,652.00
7.0	Bucket/Attachments	\$	8,970.00
<del>8.0</del>	<del>Other Loader Options</del>	<del>\$</del>	<del>905.00</del>
9.0	Performance Warranty Options	\$	0
10.0	Delivery Starting Point: Nuss T&E Duluth MN	\$	460.00
11.0	New equipment rental program	\$	0
12.0	Purchase of vendor owned rental return	\$	0
13.0	Hourly shop rate/installation	\$	0
14.0	OEM standard warranty; 1year full machine	\$	0
	<b>Total Volvo L90H With Options</b>	\$	<b>\$186,282.00</b>
	ATTACHMENT OPTIONS:		0
	Hinke FVX 12' Snow Plow w/ 10' post less wing	\$	49,910.00
	Grab Tech Demolition bucket w/split grapple	\$	17,123.00
	<b>Net Total W/ Attachment Options</b>	\$	<b>\$253,315.00</b>

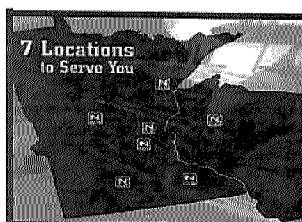
Take Out #8.0  
-905 = \$185,377.-

= \$262,410

5year complete warranty 5000 hrs.

+ 4400.00 + 4400 Warranty

New Net Total: \$256,810



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ROCHESTER, MN • ROSEVILLE, MN • ST. CLOUD, MN

**1-866-NUSS-GRP • [www.nussgrp.com](http://www.nussgrp.com)**

## 2019 11-12 Loader Quote Comparison

### Articulating Loader Quote

Manufacturer	Model	Warranty	Quote
Caterpillar	938M	5YR/5000 Hr	\$200,350.00
John Deere	624L	5YR/5000 Hr	\$194,336.00
Volvo	L90H	5YR/5000 Hr	\$194,177.00

### Folding V-Plow and Wing Quote

Dealer	Quote
Caterpillar	\$36,205.00
John Deere	\$44,233.00
Volvo	\$49,910.00

### Grab Tech Grapple Quote

Dealer	Quote
Caterpillar	\$18,592.00
John Deere	\$17,701.00
Volvo	\$17,123.00

### Complete Loader Package

Dealer	Quote Total
Caterpillar	\$255,150.00
John Deere	\$256,270.00 *
Volvo	\$256,810.00 **

\*JD - quote is \$250,202 - 333.00 freight change = \$249,869  
 add warranty of \$6,401.00 = \$256,270

\*\*Nuss Truck - take out the 905 and re-add comes to \$256,810



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0699      **Version:** 1      **Name:** 2020 Compact track loader purchase  
**Type:** Agenda Item      **Status:** Engineering\Public Works  
**File created:** 11/5/2019      **In control:** City Council  
**On agenda:** 11/12/2019      **Final action:**  
**Title:** Consider approving the Public Works Department's purchase of a 2020 budgeted compact track loader, equipped with a bucket and a snowplow from ASV for \$45,729.62.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [JD 317G Quote](#)  
[City Of Grand Rapids 239 Proposal](#)  
[CITY OF GRAND RAPIDS RT-40 QUOTE](#)

Date	Ver.	Action By	Action	Result
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Consider approving the Public Works Department's purchase of a 2020 budgeted compact track loader, equipped with a bucket and a snowplow from ASV for \$45,729.62.

**Background Information:**

At the Oct 14th, City Council Meeting, the City Council approved the Public Works Department to solicit quotes using the Minnesota State Purchasing Venture (CPV) for the 2020 budgeted compact track loader, that will be equipped with a bucket and a snowplow. This purchase will replace the current 1999 S-10 pickup that is recommended to be auctioned at the August 2020 DNR Auction. Quotes were received from:

ASV	\$45,729.62
Caterpillar	\$51,013.87
John Deere	\$51,336.00

**Staff Recommendation:**

Matt Wegwerth, Public Works Director, recommends purchasing the 2020 budgeted compact track loader, equipped with a bucket and a snowplow from ASV for the purchase price of \$45,729.62

**Requested City Council Action**

Make a motion to approve the Public Works Department's request to purchase a 2020 budgeted compact track loader, equipped with a bucket and a snowplow from ASV for the purchase price of \$45,729.62.





10/30/19  
City of Grand Rapids  
Grand Rapids MN

Attn: Matt

McCoy Construction & Forestry is pleased to quote on a New 2019 John Deere 317G Compact Track Loader Equipped as follows:

- Cab w/ Heat, Defrost, and Air Conditioning
- EH ISO Joystick Controls w/ Performance Package
- Single Speed
- Yanmar Turbo Charged 4 Cylinder Engine (65HP)
- Standard Flow Hydraulics w/ Self Leveling & Ride Control
- Power Quik Tatch
- Air Ride Seat (Cloth with Heat)
- Cold Start Package
- 2-100# Rear Counterweights
- Radio - AM/FM w/ Aux Input
- Floormat w/ Foot Peg
- Keyless Start Sealed Switch Module
- Attachment Performance Package
- Deluxe Lighting Package
- Beacon
- 72" Construction Bucket w/ Bolt on Cutting Edge
- Erskine 84" V-Plow w/ Hardened Skid Shoes
- John Deere Standard 2 Year/2000 Hour Full Machine Warranty

**Sell Price:**

**\$51,336**

\*Quote is good for 30 Days

Thank you for the opportunity to quote. Please contact me with any questions.

Regards,

A handwritten signature in black ink, appearing to read 'Jordan Thieschafer', is written over a light blue horizontal line.

Jordan Thieschafer  
McCoy Construction & Forestry Inc  
218-910-0505



169876-01

October 30, 2019

CITY OF GRAND RAPIDS  
420 N POKEGAMA AVE  
GRAND RAPIDS, Minnesota 55744-2658

Dear Matt Wegwerth,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

**Caterpillar Model: 239D3 Compact Track Loader**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Ryan Milette  
Territory Manager

**Caterpillar Model: 239D3 Compact Track Loader**

**STANDARD EQUIPMENT**

**POWERTRAIN** - Cat C2.2TA DI diesel engine - -Gross horsepower per SAE J1349 - 67 hp (50 kW) @ 2800 RPM - -Electric fuel priming pump - -Glow plugs starting aid - -Liquid cooled, direct injection - Air cleaner, dual element, radial seal - S-O-S sampling valve, hydraulic oil - Filter, cartridge type, hydraulic - Filters, canister type, fuel - and water separator - Radiator / hydraulic oil - cooler (side-by-side) - Spring applied, hydraulically released, - parking brakes - Hydrostatic transmission

**UNDERCARRIAGE** - Dual flange front idler - Single flange rear idler - Suspension - independent torsion axle(4) - Two speed

**HYDRAULICS** - ISO or H pattern controls: - Electro/hydraulic implement control - Electro/hydraulic hydrostatic - transmission control

**ELECTRICAL** - 12 volt electrical system - 85 ampere alternator - Ignition key start / stop / aux switch - Lights: - -Gauge backlighting - -Two rear tail lights - -Dome light - Backup alarm - Electrical outlet, Beacon -

**OPERATOR ENVIRONMENT** - Operator warning system indicators: - -Air filter restriction - -Alternator output - -Armrest raised / operator out of seat - -Engine coolant temperature - -Engine oil pressure - -Glow plug activation - -Hydraulic filter restriction - -Hydraulic oil temperature - -Park brake engages - -Engine emission system - Gauges: fuel level and hour meter - Storage compartment with netting - Ergonomic contoured armrest - Adjustable joystick controls - Control interlock system, when operator - Leaves seat or armrest raised : - -Hydraulic system disables - -Hydrostatic transmission disables - -Parking brake engages - ROPS cab, open, tilt up - FOPS, Level I - Top and rear windows - Floormat - Interior rear view mirror - USB charging port - Horn - Hand (dial) throttle, electronic

**FRAMES** - Lift linkage, radial path - Chassis, one piece welded - Machine tie down points (6) - Belly pan cleanout - Support, lift arm - Rear bumper, welded

**OTHER STANDARD EQUIPMENT** - Engine enclosure - lockable - Extended life antifreeze (-37C, -34F) - Coupler, mechanical - Hydraulic oil level sight gauge - Radiator coolant level sight gauge - Radiator expansion bottle - Cat ToughGuard TM hose - Heavy duty flat faced quick disconnects - Split d-ring to route work tool hoses - along side of left lift arm - Variable speed hydraulic cooling fan - Per SAE J818-2007 and EN 474-3:2006 and - ISO 14397-1:2007 -

**MACHINE SPECIFICATIONS**

REF #	DESCRIPTION	LIST PRICE
512-4239	239D3 COMPACT TRACK LOADER	\$50,480
	LANE 2 - AVAILABLE FROM SANFORD FACTORY	\$
	LANE 3 - AVAILABLE FROM SANFORD FACTORY	\$
	Meets U.S. EPA Tier 4 Final emission standards	\$
577-2265	CAB PACKAGE, PRO PLUS	\$10,370
420-9886	TRACK,RUBBER,400MM(15.7 IN)BAR	\$505
356-6082	REAR LIGHTS	\$0
542-6994	SEAT BELT, 2"	\$0
441-4818	PRODUCT LINK, CELLULAR PL240	\$0
563-1163	CERTIFICATION ARR, P65	\$0
512-4445	INSTRUCTIONS, ANSI, USA	\$0
172-4445	HEATER, ENGINE BLOCK, 120V	\$195
	<b>TOTAL LIST PRICE</b>	<b>\$61,550</b>
	<b>TOTAL CORPORATE DISCOUNT (21% OF LIST)</b>	<b>\$(12,926)</b>
	<b>TOTAL CONFIGURED PRICE</b>	<b>\$48,625</b>
421-8926	SERIALIZED TECHNICAL MEDIA KIT	\$0
0P-0210	PACK, DOMESTIC TRUCK	\$0
	<b>TOTAL NET ITEMS</b>	<b>\$0</b>
	SBV120	\$4,209
279-5373	BUCKET-GP, 74", BOCE	\$1,256
172-4445	HEATER, ENGINE BLOCK, 120V	\$154
309-1325	ROTATING BEACON	\$171
	PREP AND FREIGHT	\$1,100
	ADDITIONAL DISCOUNT	\$(4,500)
	<b>TOTAL POST FACTORY ITEMS</b>	<b>\$2,389</b>
	<b>TOTAL MACHINE SELL PRICE</b>	<b>\$51,014</b>

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SELL PRICE	\$51,013.87
<b>NET BALANCE DUE</b>	<b>\$51,013.87</b>
<b>BALANCE</b>	<b>\$51,013.87</b>

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**WARRANTY**

Standard Warranty: 2 Year Full Machine Warranty  
 Extended Warranty:

**F.O.B/TERMS: MINNEAPOLIS**

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**OPTIONS: CSA Options**

Components	Ref No.	Qty	Sell
<b>CAT Components (Attachments)</b>			
2,000 HR FULL SERVICE PM CSA	CTL- CS2	1	\$4,210
2,000 HR ENHANCED PM CSA	CTL- CS3	1	\$2,163
2,000 HR PARTS ONLY PM CSA	CTL- CS4	1	\$1,153

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**BUNDLES**

**Bundle 1: Customer Value Agreement Bundle**

<b>Warranty</b>		
36 Month / 2,000 HR Powertrain + Hydraulics + Technology		\$1,160
<b>Customer Support Agreement</b>		
36 Month / 2,000 HR Parts Only PM		\$1,459
<b>Total Bundle 1:</b>		<b>\$2,619</b>





# OUTLET STORE

830 LILY LANE ♦ GRAND RAPIDS ♦ MN ♦ 55744 ♦ 218-326-3752

DATE: 11/7/2019

PO:

SALESPERSON: LANCE SCHJENKEN

NEW CUSTOMER REQUIRES CREDIT APPLICATION

PAYMENT TERMS: CASH/CHECK

## EQUIPMENT SALES QUOTE/ORDER FORM

NAME / BUSINESS:		CITY OF GRAND RAPIDS			
STREET ADDRESS:					
CITY:	GRAND RAPIDS	STATE:	MN	ZIP CODE:	55744
HOME PHONE:		CELL PHONE:			
SHIP TO LOCATION:		CUSTOMER PICK UP			

QTY	NEW / USED	SERIAL #	PART #	DESCRIPTION	AMOUNT
1	NEW		4002-980	2020 RT-40,AWC,PREMIUM	\$ 41,510.42
1	NEW		0402-344	ROTATING BEACON	\$ 63.75
1	NEW		0304-031	48" DIRT BUCKET	\$ 511.20
1	NEW		0404-069	V-PLOW	\$ 3,644.25

TRADE IN DESCRIPTION AND OR COMMENTS  
(MODEL, SERIAL #, HOURS, ATTACHMENTS, ETC)  
NO TRADE

SUBTOTAL \$ \$ 45,729.62

NET TRADE IN ALLOWANCE \$ \_\_\_\_\_

WARRANTY ON EQUIPMENT

FROM: DATE OF PURCHASE TO: 2YR./2000HRS.

TAX EXEMPT  
YES

LESS RENTALS PAID \$ \_\_\_\_\_

TAXABLE TOTAL \$ \$ 45,729.62

BUYER AGREES TO ALL TERMS AND CONDITIONS OF SALES SET FORTH IN THIS AGREEMENT.

BUYERS SIGNATURE: \_\_\_\_\_

SALES TAX \$ \$ -

FREIGHT \$ \_\_\_\_\_

ACCEPTANCE OF ORDER:

SELLERS SIGNATURE: *Lance Schjenken* 11/7/19

NET \$ \$ 45,729.62

CASH DOWN \$ \_\_\_\_\_

COMMENTS/ADDITIONAL INSTRUCTIONS:

\_\_\_\_\_

\_\_\_\_\_

BALANCE DUE \$ \$ 45,729.62

ALL TERMS AND CONDITIONS OF SALE IN THE PAGES TO FOLLOW ARE A PART HEREOF AND BINDING UPON THE PARTIES HERETO. BUYER HAS READ AND AGREES TO ALL OF THE TERMS AND CONDITIONS OF SALE IN THE PAGES TO FOLLOW. THIS SALES ORDER ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED TO SELLER IN ORDER FOR YOUR ORDER TO BE SCHEDULED FOR PRODUCTION.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0687      **Version:** 1      **Name:** Polling Place Designation  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 10/29/2019      **In control:** City Council  
**On agenda:** 11/12/2019      **Final action:**  
**Title:** Consider adopting a resolution designating City of Grand Rapids polling places for calendar year 2020.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Res. 2020 Election Polling Places](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution designating City of Grand Rapids polling places for calendar year 2020.

**Background Information:**

Minnesota State Statute requires municipalities to designate polling places for each precinct by December 31st for the next calendar year.

In 2020, we will have four (4) polling places, two (2) of which are new. Precincts three (3) and four (4) will remain the same, however Precinct (1) will move to the Grand Rapids Area Library and Precinct two (2) will move to the IRA Civic Center Upper Level, sharing the space with Precinct three (3).

**Staff Recommendation:**

Adopt resolution designating polling places for 2020.

**Requested City Council Action**

Make a motion adopting a resolution designating polling places for the City of Grand Rapids for 2020.

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 19-

**A RESOLUTION ESTABLISHING THE OFFICIAL POLLING PLACES FOR GRAND RAPIDS  
PRECINCTS ONE (1), TWO (2), THREE (3) AND FOUR (4)**

WHEREAS, polling places are designated by the governing body of each municipality; and

WHEREAS, the governing body of a municipality making designations for polling places must designate, by ordinance or resolution, a polling place for every precinct by December 31<sup>st</sup> of each year for the next calendar year; and

WHEREAS, municipalities are required to designate polling places for each precinct, each year, regardless if there is an election scheduled for the next year or not, in the event a special election is called; and

WHEREAS, changes cannot be made less than 90 days before the next election, including school district elections or referenda, nor anytime between the state primary and general elections; and

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, hereby establishes the following polling places within city limit precincts:

Grand Rapids Precinct One (1)	Grand Rapids Area Library 140 NE 2 <sup>nd</sup> Street
Grand Rapids Precinct Two (2)	IRA Civic Center (Upper Level) 1401 NW 3 <sup>rd</sup> Avenue
Grand Rapids Precinct Three (3)	IRA Civic Center (Upper Level) 1401 NW 3 <sup>rd</sup> Avenue
Grand Rapids Precinct Four (4)	Zion Lutheran Church 2901 S. US Highway 169

Adopted this 12<sup>th</sup> day of November 2019.

\_\_\_\_\_  
Dale 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.