



# CITY OF GRAND RAPIDS

## Meeting Agenda Full Detail City Council

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Monday, April 9, 2018

5:00 PM

City Hall Council Chambers

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**5:00 PM CALL TO ORDER:** Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, April 9, 2018 at 5:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL

**5:01 PM PRESENTATIONS/PROCLAMATIONS**

18-0235 National Boys & Girls Club Week  
**Attachments:** [National Boys & Girls Club Week.pdf](#)

18-0253 Earth Day Proclamation  
**Attachments:** [Earth Day Proclamation.pdf](#)

### 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.*

**5:02 PM PUBLIC FORUM**

**5:07 PM COUNCIL REPORTS**

**5:10 PM APPROVAL OF MINUTES**

18-0241 Consider approving Council minutes for Monday, March 26, 2018 Worksession & Regular meetings.  
**Attachments:** [March 26, 2018 Worksession.pdf](#)  
[March 26, 2018 Regular Meeting.pdf](#)

### VERIFIED CLAIMS

18-0252 Consider approving the verified claims for the period March 20, 2018 to April 2, 2018 in the total amount of \$577,209.00.

**Attachments:** COUNCIL BILL LIST 040918.pdf

**5:12 PM 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. 18-0221 Consider approving a public service and infrastructure easement with Burggraf Properties, LLP and Bobby Namchek, related to CP 2011-3, 2018 Northeast Improvements Project and authorizing payment in the amount of \$2,620.01 plus recording fees.

**Attachments:** Burgraff Easement Signed

2. 18-0228 Consider adopting a resolution accepting a Commercial Redevelopment grant from the Minnesota Department of Iron Range Resources (IRRR) for the West Missabe Orthodontics Clinic Project.

**Attachments:** Resolution Accepting IRRR Commercial demo grant for West Missabe Otho IRRR Grant Contract w/Exhibits

3. 18-0232 Amend Ordinance No. 42, the Ordinance regarding police and fire alarms.

**Attachments:** Alarm Ordinance Proposed Amendments Jan 18 2018.docx

4. 18-0233 Consider to amend City Ordinance 58-3 Snow or Ice Removal.

**Attachments:** Snow Ordinance Sidewalks and Roadways Draft Amendment April 2018.docx

5. 18-0234 Consider entering into agreements with area businesses for advertising at the IRA Civic Center.

**Attachments:** Dondelinger Ford 2018-partially signed  
Members Credit Union 2018-partially signed

6. 18-0238 Consider accepting resignations from Jessica Hartshorn & Charles Harrison from the Human Rights Commission.

7. 18-0242 Consider entering into a contract with Braun Intertec for Pond Sediment Testing in the amount of \$3,400.00.

**Attachments:** Braun Quote  
AET Quote

8. 18-0247 Consider approving a public service and infrastructure easement with Oakwood Terrace Limited Partnership, related to CP 2011-3, 2018 Northeast Improvements Project and authorizing payment in the amount of \$4,784.85 plus recording fees.

**Attachments:** Oakwood Easement

9. [18-0250](#) Consider adopting a resolution supporting the development of the Free Range Food Co-Op.

**Attachments:** [Free Range Coop Support Resolution.pdf](#)

10. [18-0237](#) Consider authorizing Facility Maintenance Department to accept low quote from Heartland Paper for consumable paper products and cleaning chemicals.

**Attachments:** [Heartland Paper Quote](#)  
[Sim Supply](#)  
[Sandstroms no alternates](#)

**5:14 SETTING OF REGULAR AGENDA  
PM**

*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**

11. [18-0243](#) Acknowledge approved minutes for Boards & Commissions.

**Attachments:** [January 2, 2018 Arts & Culture Meeting.pdf](#)  
[January 9, 2018 Police Community Advisory Board minutes.pdf](#)  
[February 21, 2018 HRA minutes.pdf](#)  
[February 22, 2018 GREDA Minutes.pdf](#)

**5:15 DEPARTMENT HEAD REPORT  
PM**

12. [18-0239](#) Public Works Department - Jeff Davies

**Attachments:** [2018 4-9 PW Spring DH Narrative](#)  
[2018 4-9 PW Spring DH Presentation](#)

**5:25 ENGINEERING  
PM**

13. [18-0229](#) Consider a resolution awarding a contract for CP 2011-3, 2018 Northeast Improvements Project.

**Attachments:** [4-4-18 Resolution CP 2011-3 Award Contract](#)  
[Recommend ltr](#)

**5:30 FIRE DEPARTMENT  
PM**

14. [18-0236](#) Consider authorizing the Fire Department to enter into an Interlocal Contract for Cooperative Purchasing with HGAC Buy.

**Attachments:** [HGAC.pdf](#)

**5:35 ADMINISTRATION DEPARTMENT  
PM**

15. [18-0240](#) Consider awarding the 2018 Mayor's Arts Award to Timberlake Lodge and approve annual expenditure for award, not to exceed \$300.00.

**Attachments:** [Arts Award Nomination - Timberlake Lodge.pdf](#)  
[Arts Award Proposal - 2018.docx](#)  
[Edna Trunt, Your Quilting Room.pdf](#)

16. [18-0248](#) Consider approving the 2018-2019 Police Officers Union Bargaining Agreement.

**Attachments:** [Summary of Tentative Agreements](#)

17. [18-0249](#) Approve the eligibility list for Firefighter Trainee and appoint two candidates on the City of Grand Rapids Fire Department.

**5:50 ADJOURNMENT  
PM**

*NEXT REGULAR MEETING IS SCHEDULED FOR APRIL 23, 2018, AT 5:00 P.M.*

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

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

*Attest: Kimberly Gibeau, City Clerk*





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 18-0235      **Version:** 1      **Name:** Boys & Girls Club Proclamation  
**Type:** Agenda Item      **Status:** PRESENTATIONS/PROCLAMATIONS  
**File created:** 4/4/2018      **In control:** City Council  
**On agenda:** 4/9/2018      **Final action:**  
**Title:** National Boys & Girls Club Week  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [National Boys & Girls Club Week.pdf](#)

Date	Ver.	Action By	Action	Result
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National Boys & Girls Club Week

# Proclamation

## NATIONAL BOYS & GIRLS CLUB WEEK

WHEREAS, the young people of Grand Rapids are tomorrow's leaders; and

WHEREAS, many young people need professional youth services to help them achieve their full potential; and

WHEREAS, the Boys & Girls Club of Grand Rapids, that serves more than 320 young people annually, and welcomes all students, especially those who need us the most; and

WHEREAS, Boys & Girls Club of Grand Rapids instill young people with the self-confidence to believe they can succeed at anything they put their mind to, and stand at the forefront of efforts in the areas of *academic success, healthy lifestyles, good character and citizenship*; and

WHEREAS, the Boys & Girls Club organizations in Minnesota help ensure young people have a safe, supportive place to spend time and will provide them with quality youth development programs; and

WHEREAS, the Boys & Girls Club of Grand Rapids will celebrate National Boys & Girls Club Week with some 4,000 Clubs and over 2 million more children and teens nationwide.

NOW THEREFORE, BE IT RESOLVED, that I, Dale Adams, Mayor of the City of Grand Rapids, hereby proclaim April 9-13, 2018, as Boys & Girls Club Week in the School District and encourage all citizens to join in recognizing and commending Boys & Girls Clubs in Minnesota for providing the young people of our communities with comprehensive and effective youth development services.

IN WITNESS WHEREOF, I have hereto subscribed my name and the seal of the City of Grand Rapids, Minnesota, this 9<sup>th</sup> day of April Two thousand and eighteen.

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Dale Adams, Mayor  
City of Grand Rapids



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 18-0253      **Version:** 1      **Name:** Earth Day Proclamation  
**Type:** Agenda Item      **Status:** PRESENTATIONS/PROCLAMATIONS  
**File created:** 4/6/2018      **In control:** City Council  
**On agenda:** 4/9/2018      **Final action:**  
**Title:** Earth Day Proclamation  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Earth Day Proclamation.pdf](#)

Date	Ver.	Action By	Action	Result
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Earth Day Proclamation

# Proclamation

## EARTH DAY

WHEREAS, Earth Day Network, the global coordinator of Earth Day, has designated "End Plastic Pollution" as the theme for Earth Day, April 22, 2018; and

WHEREAS, plastic pollution is not just an environmental crisis, but also one of the most urgent public health issues as toxic plastic chemicals are found in our water, food and air; and

WHEREAS, our oceans, rivers and streams are being polluted by plastic trash which enters the food chain; and

WHEREAS, 500 million plastic straws are used and discarded each day in America; and

WHEREAS, hundreds of thousands of animals and birds die each year from ingesting or being entangled in plastic; and

WHEREAS, plastic manufacturers reap financial benefits from their products while the world pays a heavy price for their pollution.

NOW THEREFORE, BE IT RESOLVED, that the Grand Rapids City Council encourages all citizens, business owners and managers, to participate in Earth Day activities on Saturday, April 21, 2018 and accept personal responsibility for reducing plastic in all its forms, such as carrying reusable bags when shopping, having reusable bags available at stores at a reasonable price, purchasing items with less plastic packaging, refusing plastic straws, recycling and learning about the devastation of plastic on our planet.

IN WITNESS WHEREOF, I have hereto subscribed my name and the seal of the City of Grand Rapids, Minnesota, this 9<sup>th</sup> day of April Two thousand and eighteen.

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Dale Adams, Mayor  
City of Grand Rapids



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 18-0241      **Version:** 1      **Name:** Council minutes  
**Type:** Agenda Item      **Status:** Approval of Minutes  
**File created:** 4/4/2018      **In control:** City Council  
**On agenda:** 4/9/2018      **Final action:**  
**Title:** Consider approving Council minutes for Monday, March 26, 2018 Worksession & Regular meetings.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [March 26, 2018 Worksession.pdf](#)  
[March 26, 2018 Regular Meeting.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving Council minutes for Monday, March 26, 2018 Worksession & Regular meetings.

**Background Information:**

Minutes are attached for review.

**Staff Recommendation:**

Review, make necessary corrections and approve.

**Requested City Council Action**

Make a motion approving Council minutes for Monday, March 26, 2018 Worksession and Regular meetings.



# CITY OF GRAND RAPIDS

## Minutes - Final - Final City Council Work Session

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Monday, March 26, 2018

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, March 26, 2018 at 4:00 p.m. in City Hall Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.**

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

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

**Others present:**

*Tom Pagel, Chad Sterle, Rob Mattei, Scott Johnson, Amy Dettmer, Dale Anderson, Barb Baird, Matt Wegwerth*

### **Discussion Items**

1. Discuss establishing a Mayor's Arts Award. - Sonja Merrild & David Marty

*Arts & Culture Commission Chair, Sonja Merrild, presented information regarding the proposed Mayor's Arts Award and draft policy. This award was recommended in the Arts & Culture roadmap previously approved by the City Council. Attorney Sterle covers the particulars of this policy and explains that the award may be a donated piece of art or some other engraved award. Council requested this be placed on the Consent agenda as item #13a for consideration.*

**Referred to the City Council due back on 3/26/2018**

2. Elementary School Update

*Joni Olson, Dist. 318 Superintendent, provided updates on plans for new elementary schools. Also discussed were the differences between 2015 and 2018 plans for schools and proposed referendum.*

**Received and Filed**

3. Review 5:00 PM Regular Meeting

*Addition of #13a, addressing Mayor's Art Award and move #18 to #13b on Consent.*

*Councilor Zeige requested clarification regarding verified claims.*

**ADJOURN**

**There being no further business, the meeting adjourned at 4:58 PM.**

*Respectfully submitted:*

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council

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Monday, March 26, 2018

5:00 PM

City Hall Council Chambers

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**5:00 PM CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, March 26, 2018 at 5:08 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.**

### CALL OF ROLL

**Present** 4 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake

**Absent** 1 - Councilor Tasha Connelly

### Others:

*Tom Pagel, Chad Sterle, Rob Mattei, Amy Dettmer, Barb Baird, Scott Johnson, Dale Anderson, Matt Wegwerth, Lauren Van Den Huevel*

### MEETING PROTOCOL POLICY

**5:01 PM PUBLIC FORUM**

*None.*

### COUNCIL REPORTS

*None.*

### APPROVAL OF MINUTES

Consider approving Council minutes for March 12, 2018 Worksession and Regular meetings.

**A motion was made by Councilor Dale Christy, seconded by Councilor Bill Zeige, to approve Council minutes as presented. The motion PASSED by unanimous vote.**

### VERIFIED CLAIMS

Consider approving the verified claims for the period March 6, 2018 to March 19, 2018 in the total amount of \$956,930.02, of which \$375,731.25 are bond payments.



**A motion was made by Councilor Blake, seconded by Councilor Christy, to approve the verified claims as presented. The motion carried by the following vote.**

**Aye** 4 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake

**5:10 PM CONSENT AGENDA**

1. Consider allowing the Police Department to solicit bids for one (1) 2018 Ford Police Interceptor sedan to replace a 2008 Dodge Durango SUV police vehicle.  
**Approved by consent roll call**
2. Consider approving a temporary liquor license for the Reif Arts Council for an event on May 1, 2018.  
**Approved by consent roll call**
3. Adoption of a new wage schedule for Part-time, Seasonal, and Temporary employees effective April 1, 2018.  
**Approved by consent roll call**
4. Enter into a lease agreement with Itasca Community College for the use of our sports fields.  
**Approved by consent roll call**
5. Consider approving the hiring of part-time employees at the Grand Rapids Park and Recreation Department, IRA Civic Center and the Grand Rapids Sports Complex.  
**Approved by consent roll call**
6. Consider approving the 2018-2019 Police Sergeants Union Bargaining Agreement.  
**Approved by consent roll call**
7. Consider adopting a resolution authorizing an application to the Minnesota Dept. of IRRR Commercial Redevelopment Grant program for the West Missabe Orthodontics Clinic Project.  
**Adopred Resolution 18-28 by consent roll call**
8. Consider adopting a resolution accepting the Arrowhead Regional Arts Council grant in the amount of \$5,000.00.  
**Adopted Resolution 18-29 by consent roll call**
9. Consider approving the 2018 Council Goals/Outcomes

**Approved by consent roll call**

- 10. Consider adopting a resolution establishing polling places for City of Grand Rapids voting Precincts One (1) - Four (4) and approve Facility Use Policy for Zion Lutheran Church, Precinct Four Polling Place.

**Adopted Resolution 18-30 by consent roll call**

- 11. Consider entering into agreements with area businesses for advertising at the IRA Civic Center.

**Approved by consent roll call**

- 12. Consider the hiring of Pokegama Golf Course Seasonal Employees

**Approved by consent roll call**

- 13. Consider accepting resignation from Pat Schwartz from the HRA.

**Approved by consent roll call**

- 13a. Consider approving Mayors Arts Award Policy.

**Approved by consent roll call**

- 13b. Consider a third addendum to the Grand Rapids/Itasca County Airport Joint Powers Cooperative Agreement related to the Airport Advisory Board

**Approved by consent roll call**

**Approval of the Consent Agenda**

**A motion was made by Councilor Zeige, seconded by Councilor Blake, to approve the Consent agenda as amended, adding item #13a and moving item #18 from the Regular agenda to Consent as #13b. The motion carried by the following vote**

**Aye** 4 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake

**5:12 PM SETTING OF REGULAR AGENDA**

**A motion was made by Councilor Rick Blake, seconded by Councilor Dale Christy, to approve the Regular agenda as amended. The motion PASSED by unanimous vote.**

**ACKNOWLEDGE BOARDS & COMMISSIONS**

14. Acknowledge minutes for Boards & Commissions.

**Council acknowledged submission of approved minutes as follows:**

**PUC: December 1, 7, 13 & 22, 2017 and February 14 & 27, 2018**

**Golf Board: February 20, 2018**

**HRA: January 17, 2018**

**5:13 DEPARTMENT HEAD REPORT**

**PM**

15. Department Head Report - Community Development

*Mr. Mattei provides semi-annual report on Community Development activities including building permit activity, 2017 Construction projects, planning and zoning activity, economic development activities, current and future plans and staffing.*

**Received and Filed**

**5:23 CIVIC CENTER, PARKS & RECREATION**

**PM**

16. Consider purchasing an ADA swing to be placed at Crystal Lake Park.

*Because this purchase is through an international supplier, Dale Anderson requests to have 50% of the funds for this purchase paid at time of order.*

**A motion was made by Councilor Blake, seconded by Councilor Zeige, to approve purchase of ADA swing and authorize pre-payment of 50% of the purchase price at time of order. The motion carried by the following vote.**

**Aye** 4 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake

17. Consider entering into an Agreement with Grand Rapids Fastpitch Association to operate the concession stand at Grand Rapids Sports Complex.

*GR Fastpitch Association has agreed to assume responsibility for operating concession stands at the sports complex. GRFA will staff the concessions, purchase supplies and retain profits.*

**A motion was made by Councilor Dale Christy, seconded by Councilor Bill Zeige, approving agreement with GRFA for the operation of the concession stand at the sports complex as presented. The motion PASSED by unanimous vote.**

**5:33 ENGINEERING**

**PM**

*Item #18 moved to Consent as #13b.*

19. Consider authorizing the submittal of a grant application to MnDOT for the DNR Local Trail Connections program for the Grand Rapids/Cohasset Connection Trail

and adopting a resolution in support of the project.

**A motion was made by Councilor Zeige, seconded by Councilor Blake, to adopt Resolution 18-31, approving submission of grant application for DNR Local Trail Connections. The motion carried by the following vote.**

**Aye** 4 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake

**5:43 GOLF COURSE  
PM**

20. Consider an addendum to the Golf Course Superintendent contract.

**A motion was made by Councilor Christy, seconded by Councilor Zeige, to approve addendum to superintendent contract as presented. The motion carried by the following vote.**

**Aye** 4 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake

21. Consider a Youth on Course Agreement.

*Mr. Cahill presented overview of the Youth on Course program and the benefits to area youth and the community.*

**A motion was made by Councilor Rick Blake, seconded by Councilor Dale Christy, to approve Youth on Course agreement as presented. The motion PASSED by unanimous vote.**

**5:53 LIBRARY  
PM**

22. Consider appointing Nicole Johnson to the position of part-time Library Volunteer Coordinator at the Grand Rapids Area Library.

*Amy Dettmer advises Council of the completed hiring process and recommends appointment as presented.*

**A motion was made by Councilor Christy, seconded by Councilor Blake, to appoint Nicole Johnson effective April 2, 2018. The motion carried by the following vote.**

**Aye** 4 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake

**6:00 ADJOURNMENT  
PM**

**A motion was made by Councilor Bill Zeige, seconded by Councilor Christy to**

adjourn the meeting at 5:45 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 #:** 18-0252      **Version:** 1      **Name:** Verified Claims  
**Type:** Agenda Item      **Status:** Verified Claims  
**File created:** 4/5/2018      **In control:** City Council  
**On agenda:** 4/9/2018      **Final action:**  
**Title:** Consider approving the verified claims for the period March 20, 2018 to April 2, 2018 in the total amount of \$577,209.00.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [COUNCIL BILL LIST 040918.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period March 20, 2018 to April 2, 2018 in the total amount of \$577,209.00.

**Requested City Council Action**

Make a motion approving verified claims for the period March 20, 2018 to April 2, 2018 in the total amount of \$577,209.00.

DATE: 04/04/2018  
 TIME: 15:38:49  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 04/09/2018

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
1920650	STRATEGIC INSIGHTS INC	588.00
	TOTAL	588.00
CITY WIDE		
0920020	ITASCA COMMUNITY COLLEGE	500.00
1309332	MN STATE RETIREMENT SYSTEM	4,546.00
1516220	OPERATING ENGINEERS LOCAL #49	1,070.00
1915248	SOFTWARE HARDWARE INTEGRATION	18,399.92
1920650	STRATEGIC INSIGHTS INC	812.00
	TOTAL CITY WIDE	25,327.92
ADMINISTRATION		
1321525	MUNICIPAL CODE CORPORATION	950.00
2609550	ZION EVANGELICAL LUTHERAN CH	100.00
	TOTAL ADMINISTRATION	1,050.00
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE SERVICES INC	45.88
0221650	BURGGRAF'S ACE HARDWARE	19.57
0315455	COLE HARDWARE INC	56.97
1909510	SIM SUPPLY INC	47.50
	TOTAL BUILDING MAINTENANCE-CITY HALL	169.92
ENGINEERING		
0612083	FLAGSHIP RECREATION	1,700.00
	TOTAL ENGINEERING	1,700.00
FIRE		
0112223	ALEX AIR APPARATUS INC	91.50
0118661	ARROWHEAD REGIONAL FIRE FIGHTR	65.00
0221650	BURGGRAF'S ACE HARDWARE	21.99
0301685	CARQUEST AUTO PARTS	101.21
0315455	COLE HARDWARE INC	27.84
0717995	GRAND FORKS FIRE EQUIPMENT LLC	539.96
1801550	RAPID GARAGE DOOR	292.00
	TOTAL FIRE	1,139.50

DATE: 04/04/2018  
 TIME: 15:38:49  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 04/09/2018

VENDOR #	NAME	AMOUNT DUE
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GENERAL FUND		
PUBLIC WORKS		
0100046	ASV, LLC	2,157.45
0102694	ABI ATTACHMENTS INC	216.17
0103325	ACHESON TIRE INC	200.00
0104799	ADVANCED SERVICES INC	252.00
0121721	AUTO VALUE - GRAND RAPIDS	1,035.17
0221650	BURGGRAF'S ACE HARDWARE	44.97
0301685	CARQUEST AUTO PARTS	226.71
0315455	COLE HARDWARE INC	155.66
0401420	DAKOTA FLUID POWER, INC	12.37
0501650	EARL F ANDERSEN	3,612.75
0801836	HAWKINSON SAND & GRAVEL	606.77
1200500	L&M SUPPLY	63.95
1415030	NAPA SUPPLY OF GRAND RAPIDS	39.38
1415484	NORTHERN LIGHTS TRUCK	334.66
1415640	NORTRAX EQUIPMENT COMPANY	309.15
1503150	OCCUPATIONAL DEVELOPMENT CTR	1,537.50
2018560	TROUT ENTERPRISES INC	695.00
	TOTAL PUBLIC WORKS	11,499.66
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	268.19
1201850	LAWSON PRODUCTS INC	277.78
1301720	MATCO TOOLS	1,018.04
1500700	OSI ENVIRONMENTAL BR 50	50.00
	TOTAL FLEET MAINTENANCE	1,614.01
POLICE		
0103325	ACHESON TIRE INC	75.00
0301685	CARQUEST AUTO PARTS	14.06
0409501	JOHN P. DIMICH	4,583.33
0712225	GLEN'S ARMY NAVY STORE INC	69.94
0718195	GREAT ENGRAVINGS	62.73
1201434	LAKE WOODS CHRYSLER	69.44
1309167	MN BUREAU OF CRIMINAL	390.00
1401187	NATIONAL TACTICAL OFFICERS	40.00
1925500	SYMBOL ARTS, LLC	455.00
2000400	T J TOWING	380.00
	TOTAL POLICE	6,139.50

CENTRAL SCHOOL



DATE: 04/04/2018  
 TIME: 15:38:49  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 04/09/2018

VENDOR #	NAME	AMOUNT DUE
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CENTRAL SCHOOL		
0221650	BURGGRAF'S ACE HARDWARE	177.04
0315455	COLE HARDWARE INC	47.41
1909510	SIM SUPPLY INC	54.65
	TOTAL	279.10
AIRPORT		
0221650	BURGGRAF'S ACE HARDWARE	87.29
0315455	COLE HARDWARE INC	140.56
0504825	EDWARDS OIL INC	553.90
1908248	SHERWIN-WILLIAMS	80.24
	TOTAL	861.99
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE SERVICES INC	43.38
0205153	BECKER ARENA PRODUCTS INC	151.80
0221650	BURGGRAF'S ACE HARDWARE	32.44
0701650	GARTNER REFRIGERATION CO	370.00
0717997	GRAND ITASCA CLINIC & HOSPITAL	2,200.00
0920059	ITASCA COUNTY SHERIFFS DEPT	10.00
1309090	MINERS INC	3.96
1605611	PEPSI-COLA	250.29
1800655	R & R SPECIALTIES INC	460.00
1901535	SANDSTROM'S INC	242.62
1909450	SILVERTIP GRAPHICS SIGNS	50.00
1909510	SIM SUPPLY INC	99.87
	TOTAL GENERAL ADMINISTRATION	3,914.36
RECREATION PROGRAMS		
1920240	CHAD B STERLE	155.00
	TOTAL	155.00
STATE HAZ-MAT RESPONSE TEAM		
0312110	CLAREY'S SAFETY EQUIPMENT INC	163.24
	TOTAL	163.24

DATE: 04/04/2018  
 TIME: 15:38:49  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 04/09/2018

VENDOR #	NAME	AMOUNT DUE
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STATE HAZ-MAT RESPONSE TEAM		
ST HAZ MAT COST RECOVERY		
0605670	FERRELLGAS LP	61.75
TOTAL ST HAZ MAT COST RECOVERY		61.75
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE	3.20
1415590	NORTHWEST GAS	832.33
TOTAL		835.53
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-CIVIC CENTER		
0401500	DAMBERG.SCOTT.GERZINA.WAGNER	720.00
TOTAL CAPITAL OUTLAY-CIVIC CENTER		720.00
2018 INFRASTRUCTURE BONDS		
2018 NE IMPROVEMENTS		
T001186	BURGGRAF PROPERTIES LLC	2,620.01
TOTAL 2018 NE IMPROVEMENTS		2,620.01
STORM WATER UTILITY		
0301685	CARQUEST AUTO PARTS	2.66
1200500	L&M SUPPLY	34.10
1621125	PUBLIC UTILITIES COMMISSION	2,200.00
2018560	TROUT ENTERPRISES INC	480.00
TOTAL		2,716.76
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$ 61,556.25
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0114210	D. ANDERSON - CHANGE FUND	2,800.00
0114211	D. ANDERSON-PETTY CASH FUND	23.87
0205640	LEAGUE OF MN CITIES INS TRUST	1,484.00
0212126	RICK BLAKE	533.52
0305530	CENTURYLINK COMMUNICATIONS LLC	56.53
0308659	DALE R. CHRISTY	65.40
0312104	TONY CLAFTON	289.68

DATE: 04/04/2018  
 TIME: 15:38:49  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 04/09/2018

VENDOR #	NAME	AMOUNT DUE
-----		
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0315454	TRAVIS COLE	64.00
0315543	CONSTELLATION NEWENERGY -GAS	6,218.55
0405505	JAMES DENNY	433.00
0418360	DRIVER & VEHICLE SERVICE DEPT	12.00
0504610	RON EDMINSTER	70.85
0718015	GRAND RAPIDS CITY PAYROLL	481,980.51
0718027	G.R. HOUSING & REDEVELOPMENT	252.50
0718070	GRAND RAPIDS STATE BANK	263.50
0920055	ITASCA COUNTY RECORDER	184.00
1201402	LAKE COUNTRY POWER	45.83
1305046	MEDIACOM LLC	115.90
1309199	MINNESOTA ENERGY RESOURCES	3,709.96
1309289	MN POLLUTION CONTROL AGENCY	575.76
1315630	ASHLEY MORAN	20.38
1601305	THOMAS J. PAGEL	939.34
1601750	PAUL BUNYAN COMMUNICATIONS	276.56
1605734	JON PETERSON	104.99
1621125	PUBLIC UTILITIES COMMISSION	743.09
1621130	P.U.C.	10,942.44
2205637	VERIZON WIRELESS	1,170.53
2301700	WASTE MANAGEMENT	2,276.06
	TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:	\$515,652.75
	TOTAL ALL DEPARTMENTS	577,209.00



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 18-0221      **Version:** 1      **Name:** CP 2011-3 Burggraf Easement  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 3/29/2018      **In control:** City Council  
**On agenda:** 4/9/2018      **Final action:**  
**Title:** Consider approving a public service and infrastructure easement with Burggraf Properties, LLP and Bobby Namchek, related to CP 2011-3, 2018 Northeast Improvements Project and authorizing payment in the amount of \$2,620.01 plus recording fees.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Burgraff Easement Signed](#)

Date	Ver.	Action By	Action	Result
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Consider approving a public service and infrastructure easement with Burggraf Properties, LLP and Bobby Namchek, related to CP 2011-3, 2018 Northeast Improvements Project and authorizing payment in the amount of \$2,620.01 plus recording fees.

**Background Information:**

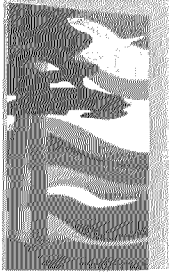
CP 2011-3 includes the reconstruction of 11th Avenue NE and 7th Street NE. In order to properly construct the project, an easement is required from the property owner. The property owner has executed the necessary documents and the total cost for this easement is \$2,620.01 plus recording fees. The documents are attached.

**Staff Recommendation:**

City staff is recommending approval of a public service and infrastructure easement with Burggraf Properties, LLP and Bobby Namchek, related to CP 2011-3, 2018 Northeast Improvements Project and authorizing payment in the amount of \$2,620.01 plus recording fees.

**Requested City Council Action**

Make a motion approving a public service and infrastructure easement with Burggraf Properties, LLP and Bobby Namchek, related to CP 2011-3, 2018 Northeast Improvements Project and authorizing payment in the amount of \$2,620.01 plus recording fees.



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

ENGINEERING DEPARTMENT

420 NORTH POKEGAMA AVENUE, GRAND RAPIDS, MINNESOTA 55744-2662

## OFFER LETTER

January 26, 2018

Burggraf Properties LLP, Bobby Namchek  
1115 E Hwy 169  
Grand Rapids, MN

RE: Purchasing Public Service and Infrastructure Easement

Dear Steven Burggraf, & Bobby Namchek,

The City of Grand Rapids hereby submits to you an offer of **\$2620.01**, which is the amount of the appraised market value of the above referenced property and/or certain rights therein, as contained in "PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT" attached hereto, disregarding any change in the before value of the property caused by the Grand Rapids 2018 NE Infrastructure Improvements project.

The City's appraisal of market value is based on information compiled from the Itasca County Assessors Office and/or an independent appraiser. This purchase offer does not prohibit you from donating the land necessary to complete this project.

You will have a reasonable length of time to consider the offer (approximately 30 days). To aid in your decision you may want to secure your own appraisal. The City of Grand Rapids will reimburse you a reasonable amount for that appraisal fee, limited to the amount set by law. Reimbursement cannot be made, however, until after your property is acquired.

Minnesota Law also provides that the owner and/or occupants of the property being acquired will be reimbursed for the actual cost of moving personal property. Certain incidental costs incurred in transferring the title will be paid by the City.

If you decide to accept the City's offer, you will be paid upon your providing the City with an executed Public Service and Infrastructure Easement. If the City cannot be vested with good title to the property, or if the offer is unacceptable, the City may acquire said easement in eminent domain proceedings.

Also the City is required to obtain a completed W-9 when it compensates any individual or company more than \$600 in a calendar year. At the end of the year, you will then receive a 1099-S reporting the proceeds you received from the City. You may need to report some of the proceeds on your tax return. Your tax preparer will know what tax consequences you may have as a result of this income. If you or your accountant would like to further discuss this information, you should contact Barb Baird, Finance Director, at 218.326.7615

**Also this is not a purchase of this property, only an easement on the land, you still own the land, but the county will reduce the land value to reflect the easement.**

This letter is furnished to inform you of procedures and your rights in this acquisition. It is respectfully requested that you acknowledge its receipt by signing the attached copy in the space provided. Signing this acknowledgment does not in any way commit you to an acceptance of the offer.

Sincerely,




By: Matt Wegwerth, PE  
City Engineer

Receipt is acknowledged of original of this letter, enclosures and attachments mentioned herein.



Steven Burggraf



Bobby Namchek

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**PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT**

THIS INDENTURE is made and entered into this 23<sup>rd</sup> day of March, 2018, between **Burggraf Properties, a Limited Liability Partnership, and Bobby L. Namchek**, hereinafter referred to as "Grantor," and the CITY OF GRAND RAPIDS, Minnesota, Municipal Corporation, and road authority, hereinafter referred to as "Grantee."

WITNESSETH:

WHEREAS, said Grantor is the owner of real property situated in Itasca County, Minnesota, described as follows, to-wit:

**Parcel 91-015-3312**  
**Existing Legal Description (Document T000046950)**

**THE SOUTH 264 FEET OF THE WEST 165 FEET OF THE EAST 660 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW OF SW), SECTION FIFTEEN (15), TOWNSHIP FIFTY-FIVE (55) NORTH, RANGE TWENTY-FIVE (25), WEST OF THE FOURTH PRINCIPAL MERIDIAN.**

WHEREAS, Grantor has agreed to grant Grantee an easement for Road Reconstruction, Sidewalk and Utility purposes across said property.

NOW, THEREFORE, said Grantor, for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey an easement unto the CITY OF GRAND RAPIDS, MN, as Grantee, for public service and infrastructure purposes, free and clear of all encumbrances, the below described real estate in the County of Itasca, State of Minnesota, and the said grantor for (himself) (his) (themselves) (their) heirs executors and assigns, does release the City of Grand Rapids, State of Minnesota, its successors and assigns, from all claims for any and all damages resulting to the lands contained within the permanent easement area as hereinafter described by reason of the location, grading, construction, maintenance, and use of public service and infrastructure and upon and the removal of materials from the premises hereby conveyed and from the uses incident thereto, and the City of Grand Rapids, State of Minnesota, shall have the right to use and remove all earth and materials contained within the permanent easement area as hereinafter described and the right to construct and maintain upon the lands contained within the permanent easement area as herein after described and the right to allow utilities within the easement more particular described as follows, to-wit:





THE CITY OF GRAND RAPIDS, MINNESOTA does hereby accept the above Public Service and Infrastructure Easement.

The City of Grand Rapids, Minnesota

Approved as to Form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Administrator

STATE OF MINNESOTA )  
                                  ) ss:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Notary Stamp or Seal)

\_\_\_\_\_  
Signature of Person Taking Acknowledgement

This conveyance is entitled to recording without payment of fee pursuant to Minnesota Statutes Section 386.77, it being for the benefit of the City of Grand Rapids, MN.

This instrument was drafted by: Sara Christenson for the City of Grand Rapids, MN. 55744



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	18-0228	<b>Version:</b>	1	<b>Name:</b>	Consider adopting a resolution accepting a Commercial Redevelopment grant from the Minnesota Department of Iron Range Resources (IRRR) for the West Missabe Orthodontics Clinic Project.
<b>Type:</b>	Agenda Item	<b>Status:</b>			Consent Agenda
<b>File created:</b>	4/3/2018	<b>In control:</b>			City Council
<b>On agenda:</b>	4/9/2018	<b>Final action:</b>			
<b>Title:</b>	Consider adopting a resolution accepting a Commercial Redevelopment grant from the Minnesota Department of Iron Range Resources (IRRR) for the West Missabe Orthodontics Clinic Project.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Resolution Accepting IRRR Commercial demo grant for West Missabe Otho IRRR Grant Contract w/Exhibits</a>				

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution accepting a Commercial Redevelopment grant from the Minnesota Department of Iron Range Resources (IRRR) for the West Missabe Orthodontics Clinic Project.

**Background Information:**

At the City Council's previous meeting on March 26th, a grant application to the IRRR Commercial Redevelopment program was authorized. The Commercial Redevelopment program funds commercial building demolition and hazardous materials abatement expenses associated with redevelopment of blighted/vacant properties. The \$23,824.00 grant request was to fund the budgeted cost to abate hazardous materials, demolish and dispose of two structures on property owned by Dr. Ryan Mueller at 615 4th Street NE. The removal of the structures will allow Dr. Mueller to undertake an approximately \$1.0 M project to construct a 2,400 sf clinic for the practice of orthodontia.

The full amount of the requested grant has been awarded by IRRR. Minnesota Statutes section 465.03 requires that acceptance of grants be done through the attached resolution.

**Requested City Council Action**

Make a motion adopting a resolution accepting a Commercial Redevelopment grant from the Minnesota Department of Iron Range Resources (IRRR) for the West Missabe Orthodontics Clinic Project.

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

RESOLUTION NO. 18-

A RESOLUTION ACCEPTING AN \$23,824.00 GRANT FROM THE MINNESOTA DEPARTMENT OF IRON RANGE RESOURCES AND REHABILITATION (IRRR) COMMERCIAL REDEVELOPMENT PROGRAM FOR DEMOLITION AND HAZARDOUS MATERIAL ABATEMENT ASSOCIATED WITH THE WEST MISSABE ORTHODONTICS CLINIC PROJECT

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

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

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the \$23,824.00 Commercial Redevelopment grant award from the IRRR for the demolition of two structures and hazardous material abatement for the West Missabe Orthodontics Clinic Project.

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

Adopted this 9<sup>th</sup> day of April, 2018.

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

Attest:

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

Councilmember \_\_\_\_\_ seconded the foregoing resolution and the following voted in favor thereof: \_\_\_\_\_; and the following voted against same: \_\_\_\_\_, whereby the resolution was declared duly passed and adopted.

**STATE OF MINNESOTA  
GRANT CONTRACT**

<b>PO ID</b> 3000006369	<b>PO Date</b> March 27, 2018		<b>Fiscal Year</b> 2018	<b>Grant Award</b> \$23,824.00
<b>Vendor ID</b> 0000195352	<b>Fund</b> 2370	<b>Fin Dept ID</b> B4335310	<b>Approp ID</b> B43TCPR	<b>Account</b> 441352

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

## **Recitals**

1. Under Minn. Stat. Sec. 298.22 and 298.223 and pursuant to Iron Range Resources and Rehabilitation Board Resolution No. 17-027 the State is empowered to enter into this grant.
2. As part of its mission, Iron Range Resources and Rehabilitation will grant funds for local economic development projects located within the Taconite Assistance Area defined in Minn. Stat. Sec. 273.1341. Iron Range Resources and Rehabilitation has determined that completion of this project will support those purposes.
3. The State is in need of the duties specified in Exhibit A, which is attached and incorporated into this grant contract.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn. Stat. Sec. 16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

## **Grant Contract**

### **1 Term of Grant Contract**

#### **1.1 Effective date:**

March 27, 2018, or the date the State obtains all required signatures under Minn. Stat. Sec. 16B.98, Subd. 5, whichever is later. Per, Minn. Stat. Sec. 16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**

#### **1.2 Expiration date:**

December 31, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### **1.3 Survival of Terms.**

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

### **2 Grantee's Duties**

The Grantee, who is not a state employee, will: perform the duties specified in Exhibit A which is attached hereto and incorporated into this grant contract. The grantee will comply with required

grants management policies and procedures set forth through Minn. Stat. Sec. 16B.97, Subd. 4 (a) (1).

### **3 Time**

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

## **4 Consideration and Payment**

### **4.1 Consideration.**

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

#### **(a) Compensation**

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

#### **(b) Travel Expenses**

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

#### **(c) Total Obligation.**

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$23,824.00 and be in accordance with the breakdown of costs contained in Exhibit B.

### **4.2 Payment**

#### **(a) Invoices**

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

#### **(b) Unexpended Funds**

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

### **4.3 Contracting and Bidding Requirements**

Per Minn. Stat. Sec. 471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or

personal property

(a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. Sec. 16C.28, Subd. 1, paragraph (a), clause (2)

(b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. Sec.16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c)

(c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Stat. Sec. 16C.28, Subd. 1, paragraph (a), clause (2)

(d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

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

## **5 Conditions of Payment**

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

## **6 Authorized Representative**

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

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

## **7 Assignment Amendments, Waiver, and Grant Contract Complete**

## **7.1 Assignment**

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

## **7.2 Amendments**

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

## **7.3 Waiver**

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

## **7.4 Grant Contract Complete**

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

# **8 Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

# **9 State Audits**

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

# **10 Government Data Practices and Intellectual Property Rights**

## **10.1 Government Data Practices**

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

## **10.2 Intellectual Property Rights**

The State shall own all rights, title and interest in any intellectual property that is derived or developed pursuant to this grant contract, including but not limited to copyrights, patents, trade

secrets, trademarks and service marks in any works or documents created and paid for pursuant to this contract.

## **11 Workers Compensation**

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

## **12 Publicity and Endorsement**

### **12.1 Publicity**

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

### **12.2 Endorsement**

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

## **13 Governing Law, Jurisdiction, and Venue**

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

## **14 Termination**

### **14.1 Termination by the State**

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

### **14.2 Termination for Cause**

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

### **14.3 Termination for Insufficient Funding**

The State may immediately terminate this grant contract if:

(a) It does not obtain funding from the Minnesota Legislature (*State grant funds only*).

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is



not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

**15 Data Disclosure**

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

**16 Provisions**

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

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

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

**1. STATE ENCUMBRANCE VERIFICATION**

**3. STATE AGENCY**

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

Electronically Approved and Signed  
Signed: Bob Scuffy  
Title: Accounting Director  
Date: March 27, 2018

Electronically Approved and Signed  
By: Mark R Phillips  
Title: Commissioner  
Date: March 27, 2018

**2. GRANTEE**

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

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

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

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

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

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

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

Distribution:

Agency

Grantee

State's Authorized Representative

## EXHIBIT A: DUTIES

The Grantee, who is not a Department of Iron Range Resources and Rehabilitation employee, will use the Department of Iron Range Resources and Rehabilitation monies provided for demolition and disposal of two commercial buildings located at 615 NE 4<sup>th</sup> Street (TH 169E) in Grand Rapids.

Expenses eligible for reimbursement under the terms of this Agreement will be those incurred since 6/23/2017, for demolition and disposal of two commercial buildings, and other costs associated with the completion of the project.

## EXHIBIT B: PAYMENTS

Department of Iron Range Resources and Rehabilitation monies will not be released until the agency has received a copy of public bids. The grantee is required to make available upon request additional documentation to include the MPCA intent to demolition form, utilities disconnect form, assurance of hazardous waste removal, and commitment letter for matching funds upon request from the Department of Iron Range Resources and Rehabilitation.

The Department of Iron Range Resources and Rehabilitation will promptly pay the Grantee after the Grantee presents itemized invoice for the services actually performed and the Department of Iron Range Resources and Rehabilitation's Authorized Representatives accepts the invoiced services.

Invoices must be submitted timely and according to the following schedule: reimbursement upon submission of invoices upon completion of stages of work on the project and/or completion of the entire project done in accordance with this Agreement. If applicable, bid tabs will be required for the project and a copy submitted to the Department of Iron Range Resources and Rehabilitation Authorized Representative.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 18-0232      **Version:** 1      **Name:** Amend Ordinance No. 42, the Ordinance regarding police and fire alarms.  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 4/4/2018      **In control:** City Council  
**On agenda:** 4/9/2018      **Final action:**  
**Title:** Amend Ordinance No. 42, the Ordinance regarding police and fire alarms.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Alarm Ordinance Proposed Amendments Jan 18 2018.pdf](#)

Date	Ver.	Action By	Action	Result
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Amend Ordinance No. 42, the Ordinance regarding police and fire alarms.

### **Background Information:**

Grand Rapids has an alarm ordinance, as do many cities. At the City Council Work Session on March 12<sup>th</sup>, the police department discussed with the Council our recommendation to make certain amendments to this ordinance, Ordinance No. 42. These include:

- Clarifying that excessive false alarms mean four or more;
- Provides for an appeal process for false alarm fees;
- Eliminates terms that are not needed;
- Clarifies other terms;
- Prohibits automatic telephone dialers connected directly to the police or fire department;
- Eliminates reference to the county ordinance;

### **Staff Recommendation:**

It is the recommendation of the Grand Rapids Police Department that Ordinance No. 42 be amended to reflect the above changes.

### **Requested City Council Action**

Make a motion to amend City Ordinance No. 42 to clarify false alarm billing procedures, clarify terms and prohibit automatic telephone dialers connected directly to the police and fire departments.

## **Sec. 42-6. - Alarm systems.**

### *(a) Generally.*

The police department and fire department respond to ~~a number of many~~ false alarms each year ~~This , a level which~~ places a burden upon the time and resources of these ~~public safety agencies.~~ ~~entities.~~ False alarms also create an increased level of risks ~~to~~ on the safety of responding public ~~safety personnel and the public.~~ ~~officers and to the public as well.~~ ~~The purpose of this~~ ~~Therefore,~~ ~~the justification of this section is to reduce the high level of risks and costs~~ ~~expenses~~ by reducing the frequency of ~~occurrence of these~~ false alarms, establish an Excessive False Alarm user fee, and establish a system of administration.

### *(b) Applicability*

This section shall apply to ~~all types of~~ alarms that require a ~~police department law enforcement or~~ fire department response ~~including but not limited to intrusion/burglary alarms, duress alarms, panic alarms, robbery alarms, smoke alarms, heat alarms, carbon monoxide alarms and water flow alarms, whether or not called in by an alarm monitoring company or are audible at the Alarm Site.~~ This section does not apply to medical alarms, elevator alarms or alarms installed on motor vehicles.

### *(c) Definitions.*

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

***Alarm** means notification of an alarm activation either by an audible sound or a communication from an alarm company to the public safety dispatch center.*

***Alarm Site** means a single fixed commercial or private premises or location served by an alarm system. Each tenancy, if served by a separate Alarm System in a multi-tenant building or complex shall be considered a separate Alarm Site.*

***Alarm System** means any mechanical, electrical or electronic device designed to detect an unauthorized entry or emergency situation on real property which emits sound off the premises or transmits and electronic signal off the premises.*

***Alarm User** means any person, firm, partnership corporation or other entity who uses or is in control of an Alarm Site. In the case of rental property, the renter is considered the Alarm User.*

***Automatic Voice Dialer** means any electrical, electronic, mechanical or other device capable of being programmed to send a prerecorded message, when activated, over a telephone line, radio or other communication system to a law enforcement agency.*

***False Alarm** means the activation of any alarm system resulting in notification of the police or fire department, for which responding public safety personnel find no evidence of criminal activity, fire, smoke, carbon monoxide, heat or other threat of emergency of the kind for which the Alarm System was designed to give notice. This does not include alarms caused by severe weather or power failure.*

~~Alarm agent means any person who is employed by an alarm business, either directly or indirectly, including an owner, corporate officer, or director, whose duties include any of the following: selling, maintaining, leasing, servicing, repairing, altering, replacing, moving, or installing on any building, place or premises, any police/fire alarm system, central station system, or burglary alarm systems.~~

~~Alarm business includes the business of selling, leasing, maintaining, servicing, repairing, altering, replacing, moving, or installing any police/fire alarm system.~~

~~Alarm system means any electronic device used for the purpose of notifying the general public or public safety personnel of the existence of an emergency situation to which public safety personnel respond including but not limited to automatic dialing devices, burglary alarm systems, control station systems, fire alarm systems, or police/fire alarm systems.~~

~~Alarm user means any person as defined herein, using the services of an automatic dialing device, police alarm system, a fire alarm system, a central station system or a burglar alarm system.~~

~~Answering service refers to a telephone answering service which receives signals from any alarm system and thereafter immediately relaying the message by live voice to the communications center of the sheriff's office.~~

~~Automatic dialing device refers to an automated alarm system which sends a prerecorded voice message or coded signal indicating the existence of the emergency situation which the alarm system is designed to detect.~~

~~Burglar alarm system means an alarm system signaling an entry or attempted entry into an area protected by the system, but which system is not connected to a police alarm or central station system.~~

~~Central station means an office to which remote alarm and supervisory signaling devices are connected, where operators supervise the circuits, and where guards are maintained continuously to investigate signals.~~

~~Central station system means a system in which the operation of electrical protection circuits and devices are signaled automatically to, recorded in, maintained, and supervised from a central station having operators and security personnel on duty at all times.~~

~~Direct line means a telephone line leading directly from a central station to the communications center of the sheriff's office that is for use only to report emergency signals on a person-to-person basis.~~

~~Excessive False alarms means *four* three or more false alarms signaled by any police/fire alarm system within a single calendar year.~~

~~False alarm means the activation of an alarm system through mechanical failure, malfunction, improper installation, or the negligence of the owner or lessee of an alarm system, or of his employees or agents, to which the police department or the fire department has been dispatched, where an emergency situation does not exist. Such terminology does not include alarms caused~~

by hurricanes, tornadoes, earthquakes, lightening, power failure, image to power lines, or severe weather conditions.

~~*Fire alarm system* means any device designed for the detection of fires on premises for alerting others of a fire, and, when activated emits a sound or transmits a signal or message which system is connected to or monitored by the county sheriff's office.~~

~~*Key holder* means a person who has your permission and is able to gain entry into your house.~~

~~*Police alarm system* means any device designed for the detection of an unauthorized entry on premises for alerting others of the commission of an unlawful act, or both, and, when actuated, emits a sound or transmits a signal or message which system is connected to or monitored by the county sheriff's office.~~

~~*Primary trunk line* means any telephone line leading directly into the communications center of the sheriff's office that is for the purpose of handling emergency calls on a person to person basis, and which is identified as such by a specific number included among the emergency numbers listed in the telephone directory issued by the telephone companies) within the sheriff's office jurisdiction.~~

~~*Proprietary system* means an alarm system sounding and/or recording alarm and supervisory signals at a control center located within the protected premises, the control center being under the supervision of the proprietor of the protected premises. A proprietary system includes a signal line connected directly to the sheriff's office communications center, a central station, or answering service; it thereby becomes an "alarm system" as defined in this section.~~

~~*Special trunk line* means a telephone line leading directly into the communications center of the Sheriff's Office and having the primary purpose of handling emergency signals or messages originating, either directly or through a central location from automatic dialing devices.~~

~~(c) *Application for permit.* Application for permits required under this section shall be made to the county sheriff within 90 days of the enacting of the ordinance from which this section is derived on forms provided by the county sheriff. Each application for a permit shall be accompanied by the correct fee. Each permit shall be valid for a period of one year and shall expire on December 31, unless sooner revoked as provided herein. Application for the next ensuing year may be filed with the sheriff beginning 90 days before January 1. The application may be obtained by calling 218-326-3477 or by going into the sheriff's department.~~

#### ~~(d) *Prohibitions*~~

~~No Automatic Voice Dialer shall be connected to a telephone line or via cellular telephone to any city building including the police department or fire department.~~

#### ~~(e) *Fees.*~~

~~(1) *Administration fee.* The administrative fee shall be as established by resolution; thereafter, an annual alarm fee shall be assessed in the amount established by resolution, which shall be payable to the sheriff's department.~~



~~(2) Excessive False Alarm Fee. The Alarm User owner of property upon which an automatic alarm device is located and/or each owner of an automatic alarm device shall pay a fee, as established from time to time by the City Council as noted in the Departmental Fee Schedule for City Services, resolution upon the response of City Public Safety Personnel to a fourth false alarm received from an Alarm System within twelve (12) consecutive calendar months at an Alarm Site. by the fire department and the police department. Continued responses to false alarms by the department will be billed at the rate set forth by resolution.~~

~~(3) Compliance fee. A fee in the amount established by resolution shall be charged to the owner of the property upon which an automatic alarm device is located and/or the owner of an automatic alarm device upon the police or fire departments' first response to an automatic alarm when said owners have not complied with the rules and regulations promulgated by said departments for the administration of this section.~~

~~(4) Fee payment. In the event any fee assessed pursuant to this section is not paid in full within 30 days of billing by the City, the City shall have the discretion, after notice, not to require public safety personnel respond to alarms. county sheriff shall have the discretion to disconnect the alarm, and the fire department and the police department shall have the discretion not to respond to the automatic alarm device owned or operated by the persons responsible for the payment of said fee. The property owner and/or the alarm owner or their agents shall be served with the fee statement by certified mail or by personal service by the fire department or police department in accordance with the Rules of Civil Procedure for the District Courts of the State of Minnesota applicable to the service of a summons in a civil action. The county is hereby empowered to collect all fees set forth by this section by all means allowed by law for collection of a debt.~~

*(e) Appeal*

*The Alarm User that receives a notice of fees due under this ordinance may appeal by filing a written notice with the Chief of Police in the case of a law enforcement primary response or with the Fire Chief in the case of a fire department response. The notice of appeal must be received by the Chief of Police or Fire Chief within 30 days from the date the notice was mailed to the Alarm User by the City Finance Department.*

*Upon notice from the Alarm User requesting a hearing to discuss the appeal of fees, the Chief will meet with the Alarm User to hear of efforts made to curb false alarms. The Chief may uphold, suspend or waive the fees based upon timely, substantial, significant, continual, progress towards significantly reducing the frequency of Excessive False Alarms. The Chief will notify the Alarm User in writing of his or her findings.*

~~(Ord. No. 04-01-01, ch. 29, 1-26-2004)~~



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	18-0233	<b>Version:</b>	1	<b>Name:</b>	Consider to amend City Ordinance 58-3 Snow or Ice Removal.
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	4/4/2018	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	4/9/2018	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Consider to amend City Ordinance 58-3 Snow or Ice Removal.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Snow Ordinance Sidewalks and Roadways Draft Amendment April 2018.pdf</a>				

Date	Ver.	Action By	Action	Result
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Consider to amend City Ordinance 58-3 Snow or Ice Removal.

### **Background Information:**

From time-to-time Public Works Director Davies receives complaints during the winter months about the inability of motorists exiting commercial parking lots to see beyond piles of snow on the street edge of these lots. The parking lots are private property. Typically, a company is hired by the business to plow snow from the parking lot. Sometimes they push the snow up next to the sidewalk or street edge blocking the view of the sidewalk or street by any motorist leaving that parking lot or the adjacent parking lot.

Director Davies has discussed this with the Police Chief Johnson and both agree that this is a public safety issue that can best be addressed by an ordinance amendment. At the March 12<sup>th</sup> City Council Work Session Director Davies presented a proposed amendment to city Ordinance Section 58-3 making it illegal to:

*“...place snow upon property normally used by the public in the course of commerce or transit in such a manner as to obstruct a clear view of traffic or pedestrians...”*

### **Staff Recommendation:**

It is the recommendation of the Public Works Director and Police Chief that City Ordinance Section 58-3 Snow or Ice Removal be amended as illustrated above. City Attorney Sterle has reviewed the proposed amendment.

### **Requested City Council Action**

Make a motion to amend City Ordinance 58-3 Snow or Ice Removal prohibiting the piling of snow on commercial property in such a manner as to obstruct a clear view of traffic or pedestrians.

### **Sec. 58-3. - Snow or ice removal.**

- (a) This section applies in all areas of the city except those zoned PU, S-PU, CD, AG and A.
- (b) It shall be unlawful for the owners of any building in the business district in front of which building or adjacent to which a sidewalk has been constructed for the use of the public, to allow any accumulation of snow or ice to remain upon the sidewalk after the snow or ice has ceased to be deposited thereon.
- (c) All snow and ice remaining upon public sidewalks in the business district is declared to constitute a public nuisance, and all persons owning vacant property adjacent to such public walks are required to abate such nuisance or cause the nuisance to be abated within 12 hours after the snow or ice has ceased to be deposited on the sidewalk.
- (d) The public works director may cause to be removed from all such public sidewalks, beginning not less than 12 hours after any snow or ice has ceased to fall, all snow and ice which may be discovered thereon, and he shall keep a record of the cost of removal and the lot or lots adjacent to which such accumulation was found and removed. The right of the director to remove snow and ice from public sidewalks does not, in any manner, place an affirmative duty upon the city to remove snow or ice from public sidewalks.
- (e) The city attorney when so directed by the public works director shall extend the cost of removal of snow or ice as a special tax against the lots or parcels of ground abutting of which walks were cleared, and such special tax shall at the time of certifying taxes to the county auditor be certified for collection as other special taxes are certified and collected.

The city shall, at the direction of the council, bring suit in any court of competent jurisdiction to recover from the person owning land adjacent to which sidewalks were cleared by the city the cost of such clearing and the cost of suit in a civil action.

- (f) Pursuant to the authority of Minn. Stat. 160.2715 (as may be modified from time to time), it shall be unlawful for the owner, tenant, or anyone on their behalf, of any building adjacent to a public roadway to place snow upon property normally used by the public in the course of commerce or transit in such a manner as to obstruct a clear view of traffic or pedestrians when approaching the roadway or sidewalk. If there is such an obstruction created, as determined by either the Police Department or Public Works Department, such obstruction must be immediately removed by the owner or tenant. Failure to comply with Minn. Stat. 160.2715 is a misdemeanor.
- (g) If the council so directs, any person who violates this section shall be prosecuted and if convicted shall be punishable by the penalty provided for violation of this Code.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	18-0234	<b>Version:</b>	1	<b>Name:</b>	Adv. Cont.-Dondelinger Ford, Members Cooperative Credit Union
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	4/4/2018	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	4/9/2018	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Consider entering into agreements with area businesses for advertising at the IRA Civic Center.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Dondelinger Ford 2018-partially signed</a> <a href="#">Members Credit Union 2018-partially signed</a>				

Date	Ver.	Action By	Action	Result
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Consider entering into agreements with area businesses for advertising at the IRA Civic Center.

### **Background Information:**

In 1993, the City Council approved the Civic Center advertising policy to generate revenue to offset operating costs. As part of this policy, agreements are renewed at the end of each term. The following are new agreements:

Members Cooperative Credit Union-January 1, 2018-December 31, 2019 for an advertising sign on the video platform-\$800 for 2018 and \$800 for 2019.

Dondelinger Ford-January 1, 2018-December 31, 2019 for a wall sign-\$600 for 2018 and \$600 for 2019.

### **Staff Recommendation:**

City staff is recommending approval of entering into agreements with area businesses for advertising at the IRA Civic Center.

### **Requested City Council Action**

Make a motion to approve entering into agreements with area businesses for advertising at the IRA Civic Center.

## AGREEMENT FOR RENTAL OF WALL LIGHTED SIGN

WHEREAS, the City of Grand Rapids, acting through the IRA Civic Center, Lessor, owns a multi-purpose facility known as the Civic Center; and

WHEREAS, it will be beneficial to certain business to acquire the privilege of using the advertising signs contained on the interior walls and/or dasherboards the IRA Civic Center for a certain period of years; and

WHEREAS, the Lessor desires to lease the available advertising sign to certain Lessees.

NOW, THEREFORE, IT IS HEREBY AGREED by the IRA Civic Center only, Lessor, and Dondelinger Ford that the Lessee shall lease for a period of 2 (two) years, and will be automatically renewed yearly unless cancelled in writing according to paragraph 3 below, and according to the terms set forth herein and upon the following terms and conditions:

1. Signs will be placed on the interior walls and/or dasherboards of the IRA Civic Center only, and Lessor shall have the final decision as to exact location of each sign. The choice of each sign and location shall be on a "FIRST COME, FIRST SERVED" basis. Lessor reserves the right to take into consideration actual placement of signs to insure maximum utilization of all advertising areas on the interior walls and/or dasherboards of the IRA Civic Center.
2. The Lessee shall pay to the Lessor in consideration of the sign and/or dasherboard, the sum of \$600.00 in cash to the Lessor at the commencement of the rental term as set forth below.
3. The Lease term for the advertising space shall be as follows: January 1, 2018 through December 31, 2019. This contract will be automatically renewed by the Lessor and Lessee yearly unless the Lessee provides written notice to the Lessor of their intent not to renew said lease. This written notice must be provided no later than December 1 of the year prior to the Lessee's cancellation. For example, if the lease has been automatically renewed for a third year, which would end December 31, 2020, the Lessee must notify the Lessor in writing no later than December 1, 2020 for cancellation effective December 31, 2020.
4. Lessee shall have the first right to rent the advertising signs to Lessee for successive years. Although the signed contract is due within 30 days, lessee will be invoiced and payment in full is due by March 30, 2018. The Lessor reserves the right to sell sign space if the payment is not received by March 30, 2018.
5. The Advertising logo and design to be used on the signs shall be provided by the Lessee and subject to approval by the Lessor. The Lessor will not unreasonably withhold its approval of any design submitted by Lessee, however, Lessor reserves the right to set standards for the substance and appearance of any advertising to be placed in the IRA Civic Center pursuant to this Agreement.
6. The expense of setup and art work of the sign shall be borne by the Lessee.

7. This agreement shall not be changed unless done so in writing by the Lessee.
8. The Lessee's advertising space cannot be sublet or resold.
9. All signs and materials are the property of the Lessor.
10. All maintenance of the signs will be the responsibility of the IRA Civic Center.
11. Lease rates and terms are \$600.00 per year for a total of \$1,200.00 for a 4' x 6' interior wall sign and/or dashboard advertisement.

BY: by Dandelinger Ford  
Lessee Harry A. Taylor G.M.

DATE: 3/27/18

CITY OF GRAND RAPIDS (Lessor)

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

DATE: \_\_\_\_\_

\_\_\_\_\_  
City Clerk/Administrator

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

# AGREEMENT FOR RENTAL OF WALL LIGHTED SIGN

WHEREAS, the City of Grand Rapids, acting through the IRA Civic Center, Lessor, owns a multi-purpose facility known as the Civic Center; and

WHEREAS, it will be beneficial to certain business to acquire the privilege of using the advertising signs contained on the interior walls and/or dasherboard in the IRA Civic Center for a certain period of years; and

WHEREAS, the Lessor desires to lease the available advertising sign to certain Lessees.

NOW, THEREFORE, IT IS HEREBY AGREED by the IRA Civic Center only, Lessor, and **Members Cooperative Credit Union**, Lessee, that the Lessee shall lease for a period of 2 (two) years according to the terms set forth herein and upon the following terms and conditions:

1. Signs will be placed on the interior walls and/or dasherboard of the IRA Civic Center only, and Lessor shall have the final decision as to exact location of each sign. The choice of each sign and location shall be on a "FIRST COME, FIRST SERVED" basis. Lessor reserves the right to take into consideration actual placement of signs to insure maximum utilization of all advertising areas on the interior walls and/or dasherboard of the IRA Civic Center.
2. The Lessee shall pay to the Lessor in consideration of the sign and/or dasherboard, the sum of \$800 in cash to the Lessor at the commencement of the rental term as set forth below.
3. The Lease term for the advertising space shall be as follows: January 1, 2018 to December 31, 2019. This contract will be automatically be renewed by the Lessor and Lessee yearly unless the Lessee provides written notice to the Lessor of their intent not to renew said lease. This written notice must be provided no later than December 1 of the year prior to the Lessee's cancellation. For example, if the lease has been automatically renewed for a third year, which would end December 31, 2019, the Lessee must notify the Lessor in writing no later than December 1, 2019 for cancellation effective December 31, 2019.
4. Lessee shall have the first right to rent the advertising signs to Lessee for successive years. Although the signed contract is due within 30 days, lessee will be invoiced and payment in full is due February 28, 2018. The Lessor reserves the right to sell sign space if the payment is not received by February 28, 2018.
5. The Advertising logo and design to be used on the signs shall be provided by the Lessee and subject to approval by the Lessor. The Lessor will not unreasonably withhold its approval of any design submitted by Lessee, however, Lessor reserves the right to set standards for the substance and appearance of any advertising to be placed in the IRA Civic Center pursuant to this Agreement.
6. The expense of setup and art work of the sign shall be borne by the Lessee.

7. This agreement shall not be changed unless done so in writing by the Lessee.
8. The Lessee's advertising space cannot be sublet or resold.
9. All signs and materials are the property of the Lessor.
10. All maintenance of the signs will be the responsibility of the IRA Civic Center.
11. Lease rates and terms are \$800 per year for 2018 and 2019 for an advertising sign on the video platform.

BY: Ara Wilkinson, MCCU  
Lessee

DATE: 3/25/18

CITY OF GRAND RAPIDS (Lessor)

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

DATE: \_\_\_\_\_

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 18-0238      **Version:** 1      **Name:** Human Rights Resignations  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 4/4/2018      **In control:** City Council  
**On agenda:** 4/9/2018      **Final action:**  
**Title:** Consider accepting resignations from Jessica Hartshorn & Charles Harrison from the Human Rights Commission.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider accepting resignations from Jessica Hartshorn & Charles Harrison from the Human Rights Commission.

**Background Information:**

Two members of the Human Rights Commission have submitted resignations, effective immediately, leaving unexpired terms through March 1, 2021 and March 1, 2021

**Staff Recommendation:**

Except resignations and authorize staff to seek applicants to fill the vacancies.

**Requested City Council Action**

Make a motion to accept resignations from Human Rights Commissioners Jessica Harshorn and Charles Harrison and authorize filling the vacancies.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 18-0242      **Version:** 1      **Name:** Stormwater Basin Sediment Testing  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 4/4/2018      **In control:** City Council  
**On agenda:** 4/9/2018      **Final action:**  
**Title:** Consider entering into a contract with Braun Intertec for Pond Sediment Testing in the amount of \$3,400.00.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Braun Quote](#)  
[AET Quote](#)

Date	Ver.	Action By	Action	Result
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Consider entering into a contract with Braun Intertec for Pond Sediment Testing in the amount of \$3,400.00.

**Background Information:**

As required by our MS4 permit, storm basin maintenance is necessary to maintain the effectiveness of the BMP's. The MPCA requires that the sediment be tested prior to excavation to determine if harmful pollutants are present. This contract includes the sampling and testing of the material. Quotes were received for three ponds to be tested, but only ponds A and C will be tested at this time. Project will be funded out of the stormwater utility.

Quote Summary

	Braun Intertec	AET
Pond A	\$1,700.00	\$1,762.50
Pond B	\$2,500.00	\$2,225.00
Pond C	\$1,700.00	\$1,840.00

**Staff Recommendation:**

City staff is recommending entering into a contract with Braun Intertec for Pond Sediment Testing in the amount of \$3,400.00.

**Requested City Council Action**

Make a motion approving a contract with Braun Intertec for Pond Sediment Testing in the amount of \$3,400.00.

March 26, 2018

Proposal QTB075512

Mr. Steve Anderson  
 City of Grand Rapids  
 420 North Pokegama Avenue  
 Grand Rapids, MN 55744

Re: Proposal for Pond Sediment Sampling  
 Pond A (21<sup>st</sup> Street SE & 2<sup>nd</sup> Avenue), Pond B (13<sup>th</sup> Street SE and 2<sup>nd</sup> Avenue),  
 Pond C (Eagles Pond Pokegama Avenue)  
 Grand Rapids, Minnesota

Dear Mr. Anderson:

Braun Intertec is pleased to present this proposal to conduct pond sediment sampling at the three referenced ponds per your Request for Proposal (RFP) dated March 21, 2018. The goal is to characterize the in-place sediment (future dredge material) for potential disposal purposes.

## Sediment Sampling

Our scope is based on the Minnesota Pollution Control Agency's current best management practice (MPCA, 2012) as well as information provided by the City of Grand Rapids. We have assumed that a maximum of approximately two feet of material will be dredged from each pond.

The number of sediment samples per pond will be based on MPCA guidelines and are summarized in the table below:

Location	Approximate acreage	Proposed Core Samples*	Proposed Sieve Analysis**
Pond A	0.20	1	0
Pond B	2.3	3	0
Pond C	0.1	1	0

\*Per Table 6, MPCA Guidance Document "Managing Dredge Materials in the State of Minnesota", dated April 2014

\*\* Sieve analysis is optional and not likely beneficial as the material is not expected to be sandy.

At each pond, each sediment sample (per the above table) will be comprised of composites from the 0- to 2-foot interval from up to three sampling probe locations. This method allows for a more representative sample of the sediments that will be dredged from those areas of the pond.

AA/EOE

The samples will be collected by driving a push probe sampler into the underlying sediment using hand-driven probe sampling equipment advanced from a small boat.

For each probe advanced, soil sample textures will be evaluated by visual methods as the samples are collected and noted in the field notes.

Drilling tools will be cleaned prior to and between sampling runs by washing the equipment with a brush and water containing trisodium phosphate and rinsing the equipment with water. If split-spoon samplers are used, a clean liner will be used for sample collection for each sample.

The samples will be transferred to clean laboratory-supplied containers, preserved in accordance with Braun Intertec Standard Operating Procedures (SOPs) and transported to a subcontract laboratory for analysis. Chain of Custody will be initiated at the time of sampling and maintained throughout the process.

Each of the sediment samples will be analyzed by the laboratory for the following parameters:

- Arsenic by SW-846 EPA 6010
- Copper SW-846 EPA 6010
- Polycyclic Aromatic Hydrocarbons listed in Table A-1 of MPCA Guidance Document

For the purpose of this proposal, we assume a total of five soil samples for chemical analysis. Standard Braun Intertec quality assurance/quality control (QA/QC) procedures will be used. The samples will be analyzed within a turnaround time of approximately 8-10 working days.

## **Reporting**

We will prepare a letter report describing our sampling goals, methodology, and results. Sampling locations will be recorded using a global positioning system instrument and plotted on aerial photographs or maps provided by the City. The laboratory data will be tabulated and the tables provided to you along with the laboratory report(s). The MPCA Level 1 and Level 2 Soil Reference Values will be included in the table and concentrations exceeding either of those values will be highlighted.

## Schedule

Our schedule will depend on ice conditions. If ice out occurs by early April and the project is authorized, we could likely complete the field work and lab analysis by May 1, as requested. A total of about 4 weeks would be required for field work, lab analysis, and completion of our report.

## Cost

We will furnish the services described herein on an hourly and unit cost basis. The proposed cost for the scope of services described is summarized in the following table.

<b>Task</b>	<b>Description</b>	<b>Cost</b>
Sediment Sample Collection	2 Field technicians, safety and sampling equipment and expenses	\$2,300
Soil Chemistry	5 composite samples for arsenic, copper and extended list of PAHs	\$2,000
Engineering, Project Management and Reporting		\$1,600
	<b>Total</b>	<b>\$5,900</b>

In the event not all ponds are completed concurrently, a “Per Pond” estimate, as requested in your RFP, is as follows:

Pond A: \$1,700

Pond B: \$2,500

Pond C: \$1,700

The cost estimates presented in this proposal are based on the assumption the proposal will be authorized and completed within the proposed schedule. If the project is not authorized within the proposed schedule, we reserve the right to resubmit the cost estimate. If the project cannot be completed within the proposed schedule due to circumstances beyond our control, we reserve the right to resubmit cost estimates for completion of tasks remaining.

## References

MPCA, 2012. Managing Stormwater Sediment Best Practices Guidance Document for Municipalities, Minnesota Pollution Control Agency date June, 2012.

## General Information

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and others will not delay us beyond our proposed schedule. Invoices will be submitted monthly and are due on receipt, with interest added to unpaid balances after 30 days. The terms and conditions under which these services will be provided are detailed in the attached General Conditions, which are part of this proposal.

Braun Intertec appreciates the opportunity to present this proposal to you. It is being sent in an electronic version **only**. A hard copy of the proposal will be supplied upon request. ***Please return a signed copy of the proposal in its entirety.***

## Acceptance of Proposal

Braun Intertec appreciates the opportunity to present this Proposal to you. If acceptable, please print the proposal, sign, and provide a full copy to us for our records.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

If there are questions regarding this correspondence, please call Ted Hubbes at 218.263.8869.

Sincerely,

BRAUN INTERTEC CORPORATION



Ted R. Hubbes, PG, CHMM  
Associate Principal



Douglas J. Bergstrom, PG, CHMM  
Principal

Attachment: General Conditions (1/1/18)

---

Please proceed according to the described scope of services and General Conditions:

---

**Authorizer's Firm**

---

**Authorizer's Signature**

---

**Authorizer's Name (please print or type)**

---

**Authorizer's Title**

---

**Date**

# General Conditions

## Phase I Environmental Site Assessments and Related Services

### Section 1: Agreement

**1.1** Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization (“Agreement”). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

**1.2** The words “you,” “we,” “us,” and “our” include officers, employees, and subcontractors.

**1.3** In the event you use a purchase order or other documentation to authorize our scope of work (“Services”), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

### Section 2: Our Responsibilities

**2.1** We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings will be written and you may not rely on oral statements.

**2.2** In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

**2.3** We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

**2.4** You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

**2.5** Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. They may not reflect current market conditions. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. You should allow a contingency in addition to estimated costs.

### Section 3: Your Responsibilities

**3.1** You will provide access to the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

**3.2** You agree to provide us with information in your possession or control relating to contamination at the work site.

**3.3** Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

**3.4** You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

### Section 4: Reports and Records

**4.1** Unless you request otherwise, we will provide our report in an electronic format.

**4.2** Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

**4.3** If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

**4.4** Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

### Section 5: Compensation

**5.1** You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

**5.2** You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

**5.3** If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

**5.4** Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

**5.5** If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

**5.6** You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

**5.7** If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.



5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

#### **Section 6: Disputes, Damage, and Risk Allocation**

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

**6.2 Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.**

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the

conditions above, you agree to fully release us from any liability for such allegation.

**6.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.** This increased fee is not the purchase of insurance.

**6.5 You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.**

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

#### **Section 7: General Indemnification**

**7.1 We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts**

*or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

#### **Section 8: Miscellaneous Provisions**

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



March 22, 2018

CONSULTANTS  
• ENVIRONMENTAL  
• GEOTECHNICAL  
• MATERIALS  
• FORENSICS

City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, Minnesota 55744-2662  
sanderson@ci.grand-rapids.mn.us

Attn: Mr. Steve Anderson

RE: Sediment Sampling and Testing Proposal  
Detention Pond (13<sup>th</sup> Street SE and 2<sup>nd</sup> Avenue)  
City of Grand Rapids, Minnesota  
AET Proposal No. 03-07240

Dear Steve:

American Engineering Testing, Inc. (AET) is pleased to offer sediment sampling and testing services to the City of Grand Rapids at the above-referenced site. This proposal has been prepared in response to the Request for Proposal provided by the City and describes our understanding of the site, the purpose, scope, schedule, fees, and other information regarding our services.

This proposal is for the 13<sup>th</sup> Street SE and 2<sup>nd</sup> Avenue Pond work.

## **PURPOSE**

AET understands that the City of Grand Rapids intends to dredge sediments from the storm water detention pond located at 13<sup>th</sup> Street SE and 2<sup>nd</sup> Avenue in the City of Grand Rapids. We are proposing to complete our work in three locations of the pond, Exhibit B. We are presuming that the pond is approximately 2.0 acres and is relatively shallow in areas where standing water is present.

The purpose of this sediment sampling and testing is to determine appropriate management options for dredged sediments, in accordance with the Minnesota Pollution Control Agency (MPCA) "Managing Stormwater Sediment Best Management Practice Guidance" (MPCA document no. wq-strm4-16, June 2015).



## SCOPE OF SERVICES

In order to achieve the best possible outcome for this project, AET will perform the following tasks:

- Collect sediment cores up to three feet long at (3) sample locations using hand-operated sampling equipment, (3) samples total from the pond will be obtained from 0-3 feet below surface for chemical analysis. The samples will be obtained as noted on Exhibit B figure provided.
- Submit 3 sediment samples using standard chain-of-custody procedures to a fixed-based laboratory for the following analyses:
  - 17 cPAHs and noncarcinogenic PAHs by EPA Method 8270; and
  - Arsenic and copper by ICP-MS Method SW 6020
- Interpret data from laboratory analytical report and provide data in tabular electronic form in Microsoft Word and Excel format.
- Prepare a brief letter report, identifying types and levels of sediment contamination and recommending sediment management options for the City during the dredging project.

For the purpose of this proposal, we assume that the pond will be safely accessible by our technician. Additional costs may apply for chemical analysis not stated above, or if rush analysis is requested by the client. AET has assumed that the sediments within the ponds are relatively homogeneous at the sampling locations, which would require only one composite sample for each interval from each sample being tested for the analytical parameters. Our scope does not include analysis of the underlying “parent” material.

Our estimate of fees **does not** include pond sediment excavation, removal or disposal services. The Client must contract these services separately and the excavator must clear utilities at each location where earthwork is performed.

Our estimate of fees **does not include** analytical testing that may be required for landfill disposal. We can collect samples for this purpose, but the associated fees would be added to the above estimate if the analyses are completed. The laboratory analyses for waste profiling often depends on the landfill’s permit and the potential contaminants of concern. Based on our experience with similar projects, the testing typically includes volatile organic compounds (VOCs), total petroleum hydrocarbons (TPH) as oil and grease, and the eight RCRA metals. Depending on the land uses within the watershed, additional tests for polychlorinated biphenyls (PCBs), pesticides and herbicides may be warranted as well.

City of Grand Rapids  
13<sup>th</sup> Street SE and 2<sup>nd</sup> Avenue Site  
AET Proposal No. 03-07240  
March 22, 2018  
Page 3

### **PERFORMANCE SCHEDULE**

AET can complete the field sampling for this project within a week of receiving authorization to proceed. Laboratory analysis of samples will require approximately 10 working days, and a letter report will be submitted to the City within one week of receiving final laboratory reports. Please let us know if this timetable does not meet your schedule as we are available to consider any special needs that you may have.

### **CONDITIONS**

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Service Agreement – Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

### **FEES**

Our fees for services will be charged on a time and materials basis in accordance with our current schedule of fees, which is attached. The estimated cost for the project is \$2,225.00.

City of Grand Rapids  
13<sup>th</sup> Street SE and 2<sup>nd</sup> Avenue Site  
AET Proposal No. 03-07240  
March 22, 2018  
Page 4

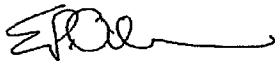
**ACCEPTANCE**

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site or 3) written or electronic notification for

AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have any questions or need addition information, please contact me at your convenience.

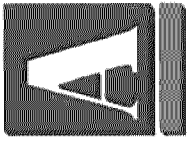
Sincerely,



Eric P. Oleson  
Sr. Environmental Scientist

Attachments:  
Cost Sheet-2018  
AET Services Agreement 2018

<b>PROPOSAL ACCEPTANCE AND AUTHORIZATION</b>	
Signature: _____	Date: _____
Typed/Printed Name: _____	
Company _____	



**AMERICAN  
ENGINEERING  
TESTING, INC.**

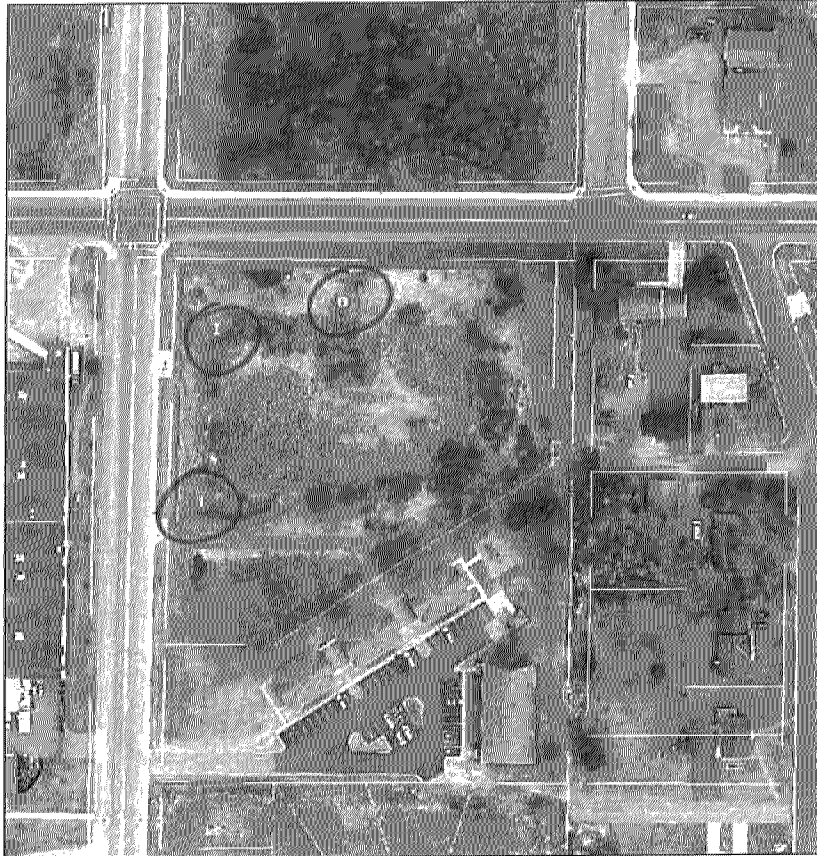
**Cost Estimate  
City Stormwater Pond (13th Street SE)  
Grand Rapids, Minnesota**

Date: 03/22/2018  
Ref: 2018 Duluth, MN Fee Schedule  
AET Project No. 03-07240

Description	Qty	Price	Unit	Total
<b>A. PROJECT MANAGEMENT</b>				
1 Client status update/scheduling and Prep.	0.5	\$ 89.00	hr	\$ 44.50
<b>PROJECT MANAGEMENT SUBTOTAL</b>				<b>\$ 44.50</b>
<b>B. SAMPLING</b>				
1 Sediment sampling [3' or shallower boring]	4	\$ 108.00	hr	\$ 432.00
2 Mileage	110	\$ 1.00	mile	\$ 110.00
3 Travel time	2.5	\$ 89.00	hr	\$ 222.50
<b>SAMPLING SUBTOTAL</b>				<b>\$ 764.50</b>
<b>C. SUBMISSIONS TO THE AGENCY/CLIENT</b>				
1 Report preparation	3	\$ 145.00	hr	\$ 435.00
2 Report review	0.5	\$ 145.00	hr	\$ 72.50
3 Drafting	0.5	\$ 89.00	hr	\$ 44.50
4 Word processing	0.5	\$ 66.00	hr	\$ 33.00
<b>SUBMISSIONS TO THE AGENCY/CLIENT SUBTOTAL</b>				<b>\$ 585.00</b>
<b>D. ANALYTICAL SERVICES</b>				
1 17 cPAHs and noncarcinogenic PAHs by EPA Method 8270	3	\$ 217.00	sample	\$ 651.00
2 Arsenic and Copper by ICP-MS (EPA method SW 6020)	3	\$ 60.00	sample	\$ 180.00
4 Total Organic Carbon (TOC) (EPA method 9060a)	0	\$ 28.75	sample	\$ -
5 Sediment particle size (ASTM D422)	0	\$ 57.50	sample	\$ -
<b>ANALYTICAL SERVICES SUBTOTAL</b>				<b>\$ 831.00</b>
<b>COST ESTIMATE TOTAL</b>				<b>\$ 2,225.00</b>

**Exhibit B**

**13th St SE & 2nd Ave**



March 20, 2018

Points



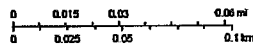
Override 1



Override 2

Tax Parcels

1:1,357



Web Appbuilder for ArcGIS



## 2018 MATERIALS FEE SCHEDULE

### I. Engineering/Technical Personnel Rates

A. Administrative Assistant	65.00/hr
B. Engineering Technician	70.00/hr
C. Engineering Technician II	85.00/hr
D. NDT Level II	97.00/hr
E. ICC/CWI Tech/Engr Tech III	98.00/hr
F. Engineering Assistant	115.00/hr
G. Engineer I	125.00/hr
H. Engineer II	145.00/hr
I. Senior Engineer/Specialist	155.00/hr
J. Principal Engineer	175.00/hr

### II. Vehicle Mileage

A. Vehicle Mileage	.75/mile
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### III. Soils/Earthwork

A. Excavation Observations	See I & II
B. Nuclear Density Tests	15.00/test
C. Nuclear gauge use fee during full time observation	50.00/day
D. CP/DCP Non-MnDOT	25.00/test
E. MnDOT DCP	60.00/test
F. Proctor	150.00/test
G. Wet preparation for Proctor	70.00/sample
H. Sieve Analysis	100.00/test
I. Sieve Analysis thru .02mm	160.00/test
J. Atterberg Limits	113.00/test
K. Hydrometer	210.00/test
L. Specific Gravity	140.00/test
M. Topsoil analysis	
1. Method A	295.00/test
2. Method B (nutrient content)	330.00/test
N. Organic Content	70.00/test
O. CBR (excludes proctor)	
1. Granular Soil	675.00/test
2. Cohesive Soil	750.00/test
P. Permeability Tests	
1. Rigid Wall	275.00/test
2. Flexible Wall	395.00/test

### IV. Plastic/Hardened Concrete

A. Cylinder Compressions	27.00/test
B. WisDOT Cylinder Break Reporting	25.00/cyl
C. Curing/Handling Spares	27.00/test
D. Cylinder Molds	3.00/mold
E. Saw Trimming Ends	10.00/end
F. Beam Flexure	53.00/test
G. Beam Mold Prep	47.00/mold
H. Equipment Rental (beyond personnel)	
1. Schmidt Hammer	65.00/day
2. Rebar Locator	125.00/day
3. Generator	50.00/day
I. Coring	
1. Coring Crew	146.00/hr
2. Bit Wear	7.00/inch
3. Patch	10.00/core
J. Density & Compressions of Cores	
1. Density & Absorption	60.00/test
2. Compression	70.00/test
3. Saw Trimming Ends	16.00/core

### K. Shotcrete

1. Panel Coring (6 cores)	245.00/panel
2. Compression Test	60.00/test

### L. Floor Flatness (ASTM:E1155)

1. Profilograph Rental	165.00/day
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### M. Air Content ASTM:C457

	525.00/test
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### N. Petrographic ASTM:C856

	1500.00/test
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### V. Masonry

#### A. Sampling/ICC Inspection

See I & II

#### B. Compression Mortar/Grout

1. Cylinders or Cubes	72.00/set
2. Grout Prisms	60.00/test
3. Molds	
1. Cylinders & Cubes	3.00/mold
2. Prisms	5.00/mold

### VI. Bituminous

#### A. Field Sampling

See I & II

#### B. Laboratory Tests

1. Marshall Air Voids	167.00/test
2. Superpave Gyrotory Air Voids	210.00/test
3. Stability & Flow	57.00/test
4. Density & Thickness	45.00/core
5. Chemical Extraction	220.00/test
6. Extraction & Gradation	260.00/test
7. Fabricate TSR Specimen	
1. Marshall	63.00/test
2. Gyrotory	83.00/test
8. TSR Test	19.00/test
9. Saw Trimming Lifts	20.00/core
10. Gyrotory Mix Properties	520.00/test
11. CAA	125.00/test
12. FAA	120.00/test

### VII. Equipment

#### A. Seismograph

75.00/day

#### 1. Engineering Services

See I & II

#### B. Ground Penetrating Radar (GPR)

450.00/day

#### 1. Engineering Services

See I & II

### VIII. Expenses

A. Direct Project Expenses: includes out-of-town per diem; special materials & supplies; subcontracted services, and miscellaneous costs	Cost + 15%
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The rates presented are portal-to-portal with vehicle mileage, expenses and equipment rentals being additional.

Overtime for personnel charged at above cost plus 25% for over 8 hours per day or Saturday; and at above cost plus 50% for Sundays or Holidays. Hazardous work charged at an additional 25%. Night time shift work will include a premium charge of \$25.00 per person per shift.

A minimum charge of \$100.00 per job may be assessed to cover administrative costs.





AMERICAN  
ENGINEERING  
TESTING, INC.

CONSULTANTS  
· ENVIRONMENTAL  
· GEOTECHNICAL  
· MATERIALS  
· FORENSICS

Dear Client,

The following paperwork is enclosed:

1. AET's Proposal with Terms and Conditions (Please sign and return to your AET contact)
2. Proof of Insurance (Please give to your accounting department)
3. W9 (Please give to your accounting department)

**\*\*\*If your company is South Dakota or Iowa Sales Tax exempt, please send your tax exempt certificate back with your signed proposal.**

Please let me know if you have any questions and thank you for choosing AET!

Thank you,

Robert Krosgjard  
CFO, American Engineering Testing, Inc.



**SECTION 1 - RESPONSIBILITIES**

**1.1** – This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all Services provided by American Engineering Testing, Inc. (AET). As used herein “Services” refer to the scope of Services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the Agreement between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order or service order for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services. Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement.

**1.2** - Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and property owner, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available or changes are made during AET’s Services, Client will provide such information to AET in a timely manner. Earthwork and construction activities are done to support a particular structure (type, size, and shape) or facility at a specific location and elevation. If the type of structure or facility (structural type, size, shape, location, elevation, etc.) changes, the earthwork or construction activities completed may no longer provide suitable structural support or be capable of supporting the intended construction. Additional earthwork or redesign of all or a part of the structure or facility may be needed. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.

**1.3** - AET observes and tests earthwork and other construction operations and materials, and may provide opinions, conclusions and recommendations regarding the same. However, AET’s Services do not relieve the contractors of their contractual responsibility to perform their work in accordance with approved plans, specifications and building code requirements.

**1.4** - AET personnel do not have authority to accept, reject, direct or otherwise approve the work of the contractor. AET cannot stop work or waive or alter the requirements of the project documents. Any authority given to AET by Client must be in writing prior to the start of Services.

**1.5** - AET does not perform construction management, general contracting or surveying services and our involvement with the project does not constitute any assumption of those responsibilities.

**1.6** - Services performed by AET often include sampling at specific locations. Client acknowledges the limitations inherent in sampling. Variations in conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations.

**1.7** - AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

**1.8** - Should change in conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

**1.9** - Test borings and/or cone penetration test soundings to a proper depth below foundation grade and the base of suitable bearing soils are recommended for projects where supporting soils will be subjected to increased loads to explore the deeper unseen soil and ground water conditions. Judgments made by AET personnel regarding the suitability of materials and ground water conditions below the bottom of an excavation are limited if sufficiently deep test borings/soundings are not provided by the Client prior to our observations and judgments. AET’s opinions, conclusions and recommendations are qualified to that extent.

**1.10** – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

**1.11** – The AET proposal accompanying these terms and conditions is valid for ninety (90) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

**SECTION 2 - WILL CALL SERVICES**

**2.1** - If AET’s Services are performed on a will-call basis at the direction of the Client or its authorized representatives, Client acknowledges the inherent limitations associated with performing engineering judgments and testing Services on a will-call basis, including without limitation, the inability to completely evaluate, document or judge work and conditions not directly observed or tested by AET. AET’s opinions, conclusions, and recommendations are qualified to the extent of those limitations.

**2.2** - Density tests of fill soils represent conditions only at the locations and elevations tested and do not necessarily represent conditions laterally or below. AET can only provide judgments regarding the engineered fill system to adequately support the design construction loadings by monitoring the filling process on a continuous basis for consistency of soil type, moisture content, lift thickness, and compaction effort.

**2.3** – AET requires a minimum of 24 hours notice of the need for Services. AET will not be liable for claims, damages, or delays related to failure of Client to provide adequate advance notice to AET.

**SECTION 3 - SITE ACCESS, UNDERGROUND FACILITIES AND CONSTRUCTION STAKING**

**3.1** - Client will furnish AET safe and legal site access.

**3.2** - AET is not responsible for locating underground facilities on construction sites. Client shall ensure that underground facilities have been previously located and cleared. AET will not be responsible for any damages to underground facilities not located or incorrectly identified. An underground facility is an underground line, fixture, system, and its appurtenances used to produce, store, convey, transmit, or distribute communications, data, power, heat, gas, oil, petroleum products, water including storm water, steam, sewage, and similar substances.

**3.3** - The location and elevation of a proposed structure or facility is staked (with offsets) and controlled by surveying or GPS equipment by others. AET's measurements are made in relation to that information. The reliability of any opinions, conclusions, and recommendations based on those measurements is strictly dependent on the accuracy of the staking or GPS information provided by others.

**3.4** - During construction, observations and testing Services are based on the positioning of the formwork by the contractor or its subcontractor. AET will not be responsible for any errors or damages resulting from improper location or positioning of the formwork.

**SECTION 4 - SAFETY**

**4.1** - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. Client or its authorized representative(s) is responsible for the safety of the jobsite. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

**4.2** - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

**SECTION 5 - SAMPLES**

**5.1** - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

**5.2** - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

**SECTION 6 - PROJECT RECORDS**

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

**SECTION 7 - STANDARD OF CARE**

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

**SECTION 8 - INSURANCE**

AET maintains insurance with coverage and limits shown below. AET will furnish certificates of insurance to Client upon request.

**8.1** - AET maintains the following insurance coverage and limits of liability:

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

**8.2** - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after final acceptance of the Project by Owner, Property Damage including Completed Operations, Personal Injury, and Contractual Liability insurance applicable to AET's indemnity obligations under this Agreement.

**8.3** - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

**8.4** - Professional Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after final acceptance of the Project by Owner. Renewal policies during this period shall maintain the same retroactive date.

**8.5** - To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14 04 08, which includes blanket coverage for Products/Completed Operations and on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74 02 12). Any other endorsement, coverage or policy requirement shall result in additional charges.

**8.6** - AET will maintain in effect all insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

**8.7** - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

#### **SECTION 9 - DELAYS**

If delays to AET's Services are caused by Client or Owner, work of others, strikes, natural causes, weather, or other items beyond AET's control, a reasonable time extension for performance of Services shall be granted, and AET shall receive an equitable fee adjustment.

#### **SECTION 10 - PAYMENT, INTEREST AND BREACH**

**10.1** - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice, but not greater than 45 days from the date of the invoice. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

**10.2** - Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

**10.3** - AET reserves the right to secure any unpaid invoice utilizing available remedies at law. AET explicitly reserves its' Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

#### **SECTION 11 - CHANGE ORDERS**

AET's proposal associated with this project provides an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client if AET's fees are approaching the proposal amount and request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for services ordered under this agreement. Approval of a change order may be in writing or by electronic communication.

#### **SECTION 12 - MEDIATION**

**12.1** - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

**12.2** - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

#### **SECTION 13 - LITIGATION REIMBURSEMENT**

Except for matters relating to non-payment of fees, which is governed by Section 10 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

#### **SECTION 14 - MUTUAL INDEMNIFICATION**

**14.1** - Subject to the limitations contained in Sections 14 and 15, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's intentional acts or negligent performance of the Services.

**14.2** - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

**14.3** - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as a beneficiary.

**14.4** - AET's indemnification to the Client, including any Indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence or intentional acts.

**SECTION 15- MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES.** Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the services provided by AET under this Service Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all

consequential damages due to either party's termination of this Service Agreement in accordance with the provisions of the Service Agreement and related Documents and shall survive any such termination.

#### **SECTION 16 - LIMITATION OF LIABILITY**

To the fullest extent permitted by applicable law, the total aggregate liability of AET's officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty and shall not exceed the total compensation in excess of costs received by AET for services or \$50,000, whichever is greater. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

#### **SECTION 17 - UNIONIZATION**

AET reserves the right to negotiate an appropriate fee increase or to terminate its contract on three (3) days written notice to Client without incurring penalties or costs from Client, Owner and their successors, assignees, joint-venturers, contractors and subcontractors, or any other parties involved with the project for claims, liabilities, damages or consequential damages, directly or indirectly related to AET being required to provide unionized personnel on the project. Reservation of this right on the part of AET represents neither approval nor disapproval of unions in general or the use of collective bargaining agreements.

#### **SECTION 18 - POSTING OF NOTICES ON EMPLOYEE RIGHTS**

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at 29 Code of Federal Regulations Part 471, Appendix A to Subpart A. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

#### **SECTION 19 - TERMINATION**

After 7 days' written notice, either party may elect to terminate work for justifiable reasons. In this event, the Client shall pay AET for all Services performed, including demobilization and reporting costs to complete the file.

#### **SECTION 20 - SEVERABILITY**

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

#### **SECTION 21 - GOVERNING LAW**

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

#### **SECTION 22 - ENTIRE AGREEMENT**

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any previous written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.



## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**American Engineering Testing, Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**550 Cleveland Ave. N.**

6 City, state, and ZIP code  
**St. Paul, MN 55114**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific instructions on page 3.

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
4	1	-	0	9	7	7	5	2	1

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here      Signature of U.S. person ▶      Date ▶ 1/1/18

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



AMERICAN  
ENGINEERING  
TESTING, INC.

March 22, 2018

CONSULTANTS  
• ENVIRONMENTAL  
• GEOTECHNICAL  
• MATERIALS  
• FORENSICS

City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, Minnesota 55744-2662  
sanderson@ci.grand-rapids.mn.us

Attn: Mr. Steve Anderson

RE: Sediment Sampling and Testing Proposal  
Detention Pond (21<sup>st</sup> Street SE and 2<sup>nd</sup> Avenue)  
City of Grand Rapids, Minnesota  
AET Proposal No. 03-07239

Dear Steve:

American Engineering Testing, Inc. (AET) is pleased to offer sediment sampling and testing services to the City of Grand Rapids at the above-referenced site. This proposal has been prepared in response to the Request for Proposal provided by the City and describes our understanding of the site, the purpose, scope, schedule, fees, and other information regarding our services.

This proposal is for the 21<sup>st</sup> Street & 2<sup>nd</sup> Avenue Pond work.

#### PURPOSE

AET understands that the City of Grand Rapids intends to dredge sediments from the storm water detention pond located at 21<sup>st</sup> Street SE and 2<sup>nd</sup> Avenue in the City of Grand Rapids. We are proposing to complete our work in two locations of the pond, Exhibit A. We are presuming that the pond is <0.5 acres and is relatively shallow in areas where standing water is present.

The purpose of this sediment sampling and testing is to determine appropriate management options for dredged sediments, in accordance with the Minnesota Pollution Control Agency (MPCA) "Managing Stormwater Sediment Best Management Practice Guidance" (MPCA document no. wq-strm4-16, June 2015).





## SCOPE OF SERVICES

In order to achieve the best possible outcome for this project, AET will perform the following tasks:

- Collect sediment cores up to three feet long at (2) sample locations using hand-operated sampling equipment, (2) samples total from the pond will be obtained from 0-3 feet below surface for chemical analysis. The samples will be obtained as noted on the Exhibit A figure provided.
- Submit 2 sediment samples using standard chain-of-custody procedures to a fixed-based laboratory for the following analyses:
  - 17 cPAHs and noncarcinogenic PAHs by EPA Method 8270; and
  - Arsenic and copper by ICP-MS Method SW 6020
- Interpret data from laboratory analytical report and provide data in tabular electronic form in Microsoft Word and Excel format.
- Prepare a brief letter report, identifying types and levels of sediment contamination and recommending sediment management options for the City during the dredging project.

For the purpose of this proposal, we assume that the pond will be safely accessible by our technician. Additional costs may apply for chemical analysis not stated above, or if rush analysis is requested by the client. AET has assumed that the sediments within the ponds are relatively homogeneous at the sampling locations, which would require only one composite sample for each interval from each sample being tested for the analytical parameters. Our scope does not include analysis of the underlying “parent” material.

Our estimate of fees **does not** include pond sediment excavation, removal or disposal services. The Client must contract these services separately and the excavator must clear utilities at each location where earthwork is performed.

Our estimate of fees **does not include** analytical testing that may be required for landfill disposal. We can collect samples for this purpose, but the associated fees would be added to the above estimate if the analyses are completed. The laboratory analyses for waste profiling often depends on the landfill’s permit and the potential contaminants of concern. Based on our experience with similar projects, the testing typically includes volatile organic compounds (VOCs), total petroleum hydrocarbons (TPH) as oil and grease, and the eight RCRA metals. Depending on the land uses within the watershed, additional tests for polychlorinated biphenyls (PCBs), pesticides and herbicides may be warranted as well.

City of Grand Rapids  
21<sup>st</sup> Street SE and 2<sup>nd</sup> Avenue Site  
AET Proposal No. 03-07239  
March 22, 2018  
Page 3

### **PERFORMANCE SCHEDULE**

AET can complete the field sampling for this project within a week of receiving authorization to proceed. Laboratory analysis of samples will require approximately 10 working days, and a letter report will be submitted to the City within one week of receiving final laboratory reports. Please let us know if this timetable does not meet your schedule as we are available to consider any special needs that you may have.

### **CONDITIONS**

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Service Agreement – Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

### **FEES**

Our fees for services will be charged on a time and materials basis in accordance with our current schedule of fees, which is attached. The estimated cost for the project is \$1,762.50.

City of Grand Rapids  
21<sup>st</sup> Street SE and 2<sup>nd</sup> Avenue Site  
AET Proposal No. 03-07239  
March 22, 2018  
Page 4

**ACCEPTANCE**

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site or 3) written or electronic notification for

AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have any questions or need addition information, please contact me at your convenience.

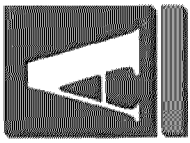
Sincerely,



Eric P. Oleson  
Sr. Environmental Scientist

Attachments:  
Cost Sheet-2018  
AET Services Agreement 2018

<b>PROPOSAL ACCEPTANCE AND AUTHORIZATION</b>	
Signature: _____	Date: _____
Typed/Printed Name: _____	
Company _____	



**AMERICAN  
ENGINEERING  
TESTING, INC.**

**Cost Estimate  
City Stormwater Pond (21st Street SE)  
Grand Rapids, Minnesota**

Date: 03/22/2018  
Ref: 2018 Duluth, MN Fee Schedule  
AET Project No. 03-07239

Description	Qty	Price	Unit	Total
<b>A. PROJECT MANAGEMENT</b>				
1 Client status update/scheduling and Prep.	0.5	\$ 89.00	hr	\$ 44.50
<b>PROJECT MANAGEMENT SUBTOTAL</b>				<b>\$ 44.50</b>
<b>B. SAMPLING</b>				
1 Sediment sampling [3' or shallower boring]	3	\$ 108.00	hr	\$ 324.00
2 Mileage	110	\$ 1.00	mile	\$ 110.00
3 Travel time	2	\$ 89.00	hr	\$ 178.00
<b>SAMPLING SUBTOTAL</b>				<b>\$ 612.00</b>
<b>C. SUBMISSIONS TO THE AGENCY/CLIENT</b>				
1 Report preparation	3	\$ 145.00	hr	\$ 435.00
2 Report review	0.5	\$ 145.00	hr	\$ 72.50
3 Drafting	0.5	\$ 89.00	hr	\$ 44.50
4 Word processing	0	\$ 66.00	hr	\$ -
<b>SUBMISSIONS TO THE AGENCY/CLIENT SUBTOTAL</b>				<b>\$ 552.00</b>
<b>D. ANALYTICAL SERVICES</b>				
1 17 cPAHs and noncarcinogenic PAHs by EPA Method 8270	2	\$ 217.00	sample	\$ 434.00
2 Arsenic and Copper by ICP-MS (EPA method SW 6020)	2	\$ 60.00	sample	\$ 120.00
4 Total Organic Carbon (TOC) (EPA method 9060a)	0	\$ 28.75	sample	\$ -
5 Sediment particle size (ASTM D422)	0	\$ 57.50	sample	\$ -
<b>ANALYTICAL SERVICES SUBTOTAL</b>				<b>\$ 554.00</b>
<b>COST ESTIMATE TOTAL</b>				<b>\$ 1,762.50</b>

Exhibit A

21st St SE & 2nd Ave



March 20, 2016

Points

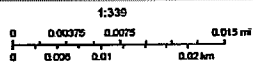


Override 1



Override 2

Tax Parcels



File Appendix 101 ARSOS



## 2018 MATERIALS FEE SCHEDULE

### I. Engineering/Technical Personnel Rates

A. Administrative Assistant	65.00/hr
B. Engineering Technician	70.00/hr
C. Engineering Technician II	85.00/hr
D. NDT Level II	97.00/hr
E. ICC/CWI Tech/Engr Tech III	98.00/hr
F. Engineering Assistant	115.00/hr
G. Engineer I	125.00/hr
H. Engineer II	145.00/hr
I. Senior Engineer/Specialist	155.00/hr
J. Principal Engineer	175.00/hr

### II. Vehicle Mileage

A. Vehicle Mileage	.75/mile
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### III. Soils/Earthwork

A. Excavation Observations	See I & II
B. Nuclear Density Tests	15.00/test
C. Nuclear gauge use fee during full time observation	50.00/day
D. CP/DCP Non-MnDOT	25.00/test
E. MnDOT DCP	60.00/test
F. Proctor	150.00/test
G. Wet preparation for Proctor	70.00/sample
H. Sieve Analysis	100.00/test
I. Sieve Analysis thru .02mm	160.00/test
J. Atterberg Limits	113.00/test
K. Hydrometer	210.00/test
L. Specific Gravity	140.00/test
M. Topsoil analysis	
1. Method A	295.00/test
2. Method B (nutrient content)	330.00/test
N. Organic Content	70.00/test
O. CBR (excludes proctor)	
1. Granular Soil	675.00/test
2. Cohesive Soil	750.00/test
P. Permeability Tests	
1. Rigid Wall	275.00/test
2. Flexible Wall	395.00/test

### IV. Plastic/Hardened Concrete

A. Cylinder Compressions	27.00/test
B. WisDOT Cylinder Break Reporting	25.00/cyl
C. Curing/Handling Spares	27.00/test
D. Cylinder Molds	3.00/mold
E. Saw Trimming Ends	10.00/end
F. Beam Flexure	53.00/test
G. Beam Mold Prep	47.00/mold
H. Equipment Rental (beyond personnel)	
1. Schmidt Hammer	65.00/day
2. Rebar Locator	125.00/day
3. Generator	50.00/day
I. Coring	
1. Coring Crew	146.00/hr
2. Bit Wear	7.00/inch
3. Patch	10.00/core
J. Density & Compressions of Cores	
1. Density & Absorption	60.00/test
2. Compression	70.00/test
3. Saw Trimming Ends	16.00/core

### K. Shotcrete

1. Panel Coring (6 cores)	245.00/panel
2. Compression Test	60.00/test

### L. Floor Flatness (ASTM:E1155)

1. Profilograph Rental	165.00/day
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### M. Air Content ASTM:C457

	525.00/test
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### N. Petrographic ASTM:C856

	1500.00/test
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### V. Masonry

A. Sampling/ICC Inspection	See I & II
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### B. Compression Mortar/Grout

1. Cylinders or Cubes	72.00/set
2. Grout Prisms	60.00/test

### 3. Molds

1. Cylinders & Cubes	3.00/mold
2. Prisms	5.00/mold

### VI. Bituminous

A. Field Sampling	See I & II
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### B. Laboratory Tests

1. Marshall Air Voids	167.00/test
2. Superpave Gyrotory Air Voids	210.00/test
3. Stability & Flow	57.00/test
4. Density & Thickness	45.00/core
5. Chemical Extraction	220.00/test
6. Extraction & Gradation	260.00/test
7. Fabricate TSR Specimen	
1. Marshall	63.00/test
2. Gyrotory	83.00/test
8. TSR Test	19.00/test
9. Saw Trimming Lifts	20.00/core
10. Gyrotory Mix Properties	520.00/test
11. CAA	125.00/test
12. FAA	120.00/test

### VII. Equipment

A. Seismograph	75.00/day
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1. Engineering Services	See I & II
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### B. Ground Penetrating Radar (GPR)

1. Engineering Services	450.00/day
	See I & II

### VIII. Expenses

A. Direct Project Expenses: includes out-of-town per diem; special materials & supplies; subcontracted services, and miscellaneous costs	Cost + 15%
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The rates presented are portal-to-portal with vehicle mileage, expenses and equipment rentals being additional.

Overtime for personnel charged at above cost plus 25% for over 8 hours per day or Saturday; and at above cost plus 50% for Sundays or Holidays. Hazardous work charged at an additional 25%. Night time shift work will include a premium charge of \$25.00 per person per shift.

A minimum charge of \$100.00 per job may be assessed to cover administrative costs.



**AMERICAN  
ENGINEERING  
TESTING, INC.**

CONSULTANTS  
· ENVIRONMENTAL  
· GEOTECHNICAL  
· MATERIALS  
· FORENSICS

Dear Client,

The following paperwork is enclosed:

1. AET's Proposal with Terms and Conditions (Please sign and return to your AET contact)
2. Proof of Insurance (Please give to your accounting department)
3. W9 (Please give to your accounting department)

**\*\*\*If your company is South Dakota or Iowa Sales Tax exempt, please send your tax exempt certificate back with your signed proposal.**

Please let me know if you have any questions and thank you for choosing AET!

Thank you,

Robert Krogsgaard  
CFO, American Engineering Testing, Inc.



**SECTION 1 - RESPONSIBILITIES**

**1.1** – This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all Services provided by American Engineering Testing, Inc. (AET). As used herein “Services” refer to the scope of Services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the Agreement between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order or service order for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services. Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement.

**1.2** – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and property owner, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available or changes are made during AET’s Services, Client will provide such information to AET in a timely manner. Earthwork and construction activities are done to support a particular structure (type, size, and shape) or facility at a specific location and elevation. If the type of structure or facility (structural type, size, shape, location, elevation, etc.) changes, the earthwork or construction activities completed may no longer provide suitable structural support or be capable of supporting the intended construction. Additional earthwork or redesign of all or a part of the structure or facility may be needed. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.

**1.3** – AET observes and tests earthwork and other construction operations and materials, and may provide opinions, conclusions and recommendations regarding the same. However, AET’s Services do not relieve the contractors of their contractual responsibility to perform their work in accordance with approved plans, specifications and building code requirements.

**1.4** – AET personnel do not have authority to accept, reject, direct or otherwise approve the work of the contractor. AET cannot stop work or waive or alter the requirements of the project documents. Any authority given to AET by Client must be in writing prior to the start of Services.

**1.5** – AET does not perform construction management, general contracting or surveying services and our involvement with the project does not constitute any assumption of those responsibilities.

**1.6** – Services performed by AET often include sampling at specific locations. Client acknowledges the limitations inherent in sampling. Variations in conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations.

**1.7** – AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

**1.8** – Should change in conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

**1.9** – Test borings and/or cone penetration test soundings to a proper depth below foundation grade and the base of suitable bearing soils are recommended for projects where supporting soils will be subjected to increased loads to explore the deeper unseen soil and ground water conditions. Judgments made by AET personnel regarding the suitability of materials and ground water conditions below the bottom of an excavation are limited if sufficiently deep test borings/soundings are not provided by the Client prior to our observations and judgments. AET’s opinions, conclusions and recommendations are qualified to that extent.

**1.10** – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

**1.11** – The AET proposal accompanying these terms and conditions is valid for ninety (90) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

**SECTION 2 - WILL CALL SERVICES**

**2.1** – If AET’s Services are performed on a will-call basis at the direction of the Client or its authorized representatives, Client acknowledges the inherent limitations associated with performing engineering judgments and testing Services on a will-call basis, including without limitation, the inability to completely evaluate, document or judge work and conditions not directly observed or tested by AET. AET’s opinions, conclusions, and recommendations are qualified to the extent of those limitations.

**2.2** – Density tests of fill soils represent conditions only at the locations and elevations tested and do not necessarily represent conditions laterally or below. AET can only provide judgments regarding the engineered fill system to adequately support the design construction loadings by monitoring the filling process on a continuous basis for consistency of soil type, moisture content, lift thickness, and compaction effort.

**2.3** – AET requires a minimum of 24 hours notice of the need for Services. AET will not be liable for claims, damages, or delays related to failure of Client to provide adequate advance notice to AET.

**SECTION 3 - SITE ACCESS, UNDERGROUND FACILITIES AND CONSTRUCTION STAKING**

**3.1** – Client will furnish AET safe and legal site access.

**3.2** – AET is not responsible for locating underground facilities on construction sites. Client shall ensure that underground facilities have been previously located and cleared. AET will not be responsible for any damages to underground facilities not located or incorrectly identified. An underground facility is an underground line, fixture, system, and its appurtenances used to produce, store, convey, transmit, or distribute communications, data, power, heat, gas, oil, petroleum products, water including storm water, steam, sewage, and similar substances.



**3.3** - The location and elevation of a proposed structure or facility is staked (with offsets) and controlled by surveying or GPS equipment by others. AET's measurements are made in relation to that information. The reliability of any opinions, conclusions, and recommendations based on those measurements is strictly dependent on the accuracy of the staking or GPS information provided by others.

**3.4** - During construction, observations and testing Services are based on the positioning of the formwork by the contractor or its subcontractor. AET will not be responsible for any errors or damages resulting from improper location or positioning of the formwork.

#### **SECTION 4 - SAFETY**

**4.1** - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. Client or its authorized representative(s) is responsible for the safety of the jobsite. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

**4.2** - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

#### **SECTION 5 - SAMPLES**

**5.1** - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

**5.2** - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

#### **SECTION 6 - PROJECT RECORDS**

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

#### **SECTION 7 - STANDARD OF CARE**

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

#### **SECTION 8 - INSURANCE**

AET maintains insurance with coverage and limits shown below. AET will furnish certificates of insurance to Client upon request.

**8.1** - AET maintains the following insurance coverage and limits of liability:

Workers' Compensation	Statutory Limits
Employer's Liability	\$100,000 each accident
	\$500,000 disease policy limit
	\$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional Liability Insurance	\$1,000,000 per claim
	\$1,000,000 aggregate

**8.2** - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after final acceptance of the Project by Owner, Property Damage including Completed Operations, Personal Injury, and Contractual Liability insurance applicable to AET's indemnity obligations under this Agreement.

**8.3** - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

**8.4** - Professional Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after final acceptance of the Project by Owner. Renewal policies during this period shall maintain the same retroactive date.

**8.5** - To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14 04 08, which includes blanket coverage for Products/Completed Operations and on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74 02 12). Any other endorsement, coverage or policy requirement shall result in additional charges.

**8.6** - AET will maintain in effect all insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

8.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

#### SECTION 9 - DELAYS

If delays to AET's Services are caused by Client or Owner, work of others, strikes, natural causes, weather, or other items beyond AET's control, a reasonable time extension for performance of Services shall be granted, and AET shall receive an equitable fee adjustment.

#### SECTION 10 - PAYMENT, INTEREST AND BREACH

10.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice, but not greater than 45 days from the date of the invoice. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

10.2 - Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

10.3 - AET reserves the right to secure any unpaid invoice utilizing available remedies at law. AET explicitly reserves its' Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

#### SECTION 11 - CHANGE ORDERS

AET's proposal associated with this project provides an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client if AET's fees are approaching the proposal amount and request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for services ordered under this agreement. Approval of a change order may be in writing or by electronic communication.

#### SECTION 12 - MEDIATION

12.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

12.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

#### SECTION 13 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 10 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

#### SECTION 14 - MUTUAL INDEMNIFICATION

14.1 - Subject to the limitations contained in Sections 14 and 15, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's intentional acts or negligent performance of the Services.

14.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

14.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as a beneficiary.

14.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence or intentional acts.

SECTION 15- MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES. Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the services provided by AET under this Service Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all

consequential damages due to either party's termination of this Service Agreement in accordance with the provisions of the Service Agreement and related Documents and shall survive any such termination.

#### **SECTION 16 - LIMITATION OF LIABILITY**

To the fullest extent permitted by applicable law, the total aggregate liability of AET's officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty and shall not exceed the total compensation in excess of costs received by AET for services or \$50,000, whichever is greater. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

#### **SECTION 17 – UNIONIZATION**

AET reserves the right to negotiate an appropriate fee increase or to terminate its contract on three (3) days written notice to Client without incurring penalties or costs from Client, Owner and their successors, assignees, joint-venturers, contractors and subcontractors, or any other parties involved with the project for claims, liabilities, damages or consequential damages, directly or indirectly related to AET being required to provide unionized personnel on the project. Reservation of this right on the part of AET represents neither approval nor disapproval of unions in general or the use of collective bargaining agreements.

#### **SECTION 18 - POSTING OF NOTICES ON EMPLOYEE RIGHTS**

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at 29 Code of Federal Regulations Part 471, Appendix A to Subpart A. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

#### **SECTION 19 - TERMINATION**

After 7 days' written notice, either party may elect to terminate work for justifiable reasons. In this event, the Client shall pay AET for all Services performed, including demobilization and reporting costs to complete the file.

#### **SECTION 20 - SEVERABILITY**

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

#### **SECTION 21 - GOVERNING LAW**

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

#### **SECTION 22 - ENTIRE AGREEMENT**

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any previous written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.







AMERICAN  
ENGINEERING  
TESTING, INC.

CONSULTANTS  
• ENVIRONMENTAL  
• GEOTECHNICAL  
• MATERIALS  
• FORENSICS

March 22, 2018

City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, Minnesota 55744-2662  
sanderson@ci.grand-rapids.mn.us

Attn: Mr. Steve Anderson

RE: Sediment Sampling and Testing Proposal  
Detention Pond (Eagles Pond)  
City of Grand Rapids, Minnesota  
AET Proposal No. 03-07241

Dear Steve:

American Engineering Testing, Inc. (AET) is pleased to offer sediment sampling and testing services to the City of Grand Rapids at the above-referenced site. This proposal has been prepared in response to the Request for Proposal provided by the City and describes our understanding of the site, the purpose, scope, schedule, fees, and other information regarding our services.

This proposal is for the Eagles Pond-Pokegama Avenue Pond work.

#### **PURPOSE**

AET understands that the City of Grand Rapids intends to dredge sediments from the storm water detention pond located Eagles Pond-Pokegama Avenue at in the City of Grand Rapids. We are proposing to complete our work in two locations of the pond, Exhibit B. We are presuming that the pond is approximately <1.0 acre and is relatively shallow in areas where standing water is present.

The purpose of this sediment sampling and testing is to determine appropriate management options for dredged sediments, in accordance with the Minnesota Pollution Control Agency (MPCA) "Managing Stormwater Sediment Best Management Practice Guidance" (MPCA document no. wq-strm4-16, June 2015).



## SCOPE OF SERVICES

In order to achieve the best possible outcome for this project, AET will perform the following tasks:

- Collect sediment cores up to three feet long at (2) sample locations using hand-operated sampling equipment, (2) samples total from the pond will be obtained from 0-3 feet below surface for chemical analysis. The samples will be obtained as noted on Exhibit C figure provided.
- Submit 2 sediment samples using standard chain-of-custody procedures to a fixed-based laboratory for the following analyses:
  - 17 cPAHs and noncarcinogenic PAHs by EPA Method 8270; and
  - Arsenic and copper by ICP-MS Method SW 6020
- Interpret data from laboratory analytical report and provide data in tabular electronic form in Microsoft Word and Excel format.
- Prepare a brief letter report, identifying types and levels of sediment contamination and recommending sediment management options for the City during the dredging project.

For the purpose of this proposal, we assume that the pond will be safely accessible by our technician. Additional costs may apply for chemical analysis not stated above, or if rush analysis is requested by the client. AET has assumed that the sediments within the ponds are relatively homogeneous at the sampling locations, which would require only one composite sample for each interval from each sample being tested for the analytical parameters. Our scope does not include analysis of the underlying “parent” material.

Our estimate of fees **does not** include pond sediment excavation, removal or disposal services. The Client must contract these services separately and the excavator must clear utilities at each location where earthwork is performed.

Our estimate of fees **does not include** analytical testing that may be required for landfill disposal. We can collect samples for this purpose, but the associated fees would be added to the above estimate if the analyses are completed. The laboratory analyses for waste profiling often depends on the landfill’s permit and the potential contaminants of concern. Based on our experience with similar projects, the testing typically includes volatile organic compounds (VOCs), total petroleum hydrocarbons (TPH) as oil and grease, and the eight RCRA metals. Depending on the land uses within the watershed, additional tests for polychlorinated biphenyls (PCBs), pesticides and herbicides may be warranted as well.

City of Grand Rapids  
Eagles Pond Site  
AET Proposal No. 03-07241  
March 22, 2018  
Page 3

### **PERFORMANCE SCHEDULE**

AET can complete the field sampling for this project within a week of receiving authorization to proceed. Laboratory analysis of samples will require approximately 10 working days, and a letter report will be submitted to the City within one week of receiving final laboratory reports. Please let us know if this timetable does not meet your schedule as we are available to consider any special needs that you may have.

### **CONDITIONS**

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Service Agreement – Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

### **FEES**

Our fees for services will be charged on a time and materials basis in accordance with our current schedule of fees, which is attached. The estimated cost for the project is \$1,840.00.



City of Grand Rapids  
Eagles Pond Site  
AET Proposal No. 03-07241  
March 22, 2018  
Page 4

**ACCEPTANCE**

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site or 3) written or electronic notification for

AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have any questions or need addition information, please contact me at your convenience.

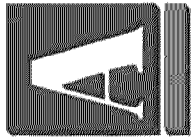
Sincerely,



Eric P. Oleson  
Sr. Environmental Scientist

Attachments:  
Cost Sheet-2018  
AET Services Agreement 2018

<b>PROPOSAL ACCEPTANCE AND AUTHORIZATION</b>	
Signature: _____	Date: _____
Typed/Printed Name: _____	
Company _____	



**AMERICAN  
ENGINEERING  
TESTING, INC.**

**Cost Estimate  
City Stormwater Pond (Eagles Pond)  
Grand Rapids, Minnesota**

Date: 03/22/2018  
Ref: 2018 Duluth, MN Fee Schedule  
AET Project No. 03-07241

Description		Qty	Price	Unit	Total
<b>A. PROJECT MANAGEMENT</b>					
1	Client status update/scheduling and Prep.	0.5	\$ 89.00	hr	\$ 44.50
<b>PROJECT MANAGEMENT SUBTOTAL</b>					<b>\$ 44.50</b>
<b>B. SAMPLING</b>					
1	Sediment sampling [3' or shallower boring]	3	\$ 108.00	hr	\$ 324.00
2	Mileage	110	\$ 1.00	mile	\$ 110.00
3	Travel time	2.5	\$ 89.00	hr	\$ 222.50
<b>SAMPLING SUBTOTAL</b>					<b>\$ 656.50</b>
<b>C. SUBMISSIONS TO THE AGENCY/CLIENT</b>					
1	Report preparation	3	\$ 145.00	hr	\$ 435.00
2	Report review	0.5	\$ 145.00	hr	\$ 72.50
3	Drafting	0.5	\$ 89.00	hr	\$ 44.50
4	Word processing	0.5	\$ 66.00	hr	\$ 33.00
<b>SUBMISSIONS TO THE AGENCY/CLIENT SUBTOTAL</b>					<b>\$ 585.00</b>
<b>D. ANALYTICAL SERVICES</b>					
1	17 cPAHs and noncarcinogenic PAHs by EPA Method 8270	2	\$ 217.00	sample	\$ 434.00
2	Arsenic and Copper by ICP-MS (EPA method SW 6020)	2	\$ 60.00	sample	\$ 120.00
4	Total Organic Carbon (TOC) (EPA method 9060a)	0	\$ 28.75	sample	\$ -
5	Sediment particle size (ASTM D422)	0	\$ 57.50	sample	\$ -
<b>ANALYTICAL SERVICES SUBTOTAL</b>					<b>\$ 554.00</b>
<b>COST ESTIMATE TOTAL</b>					<b>\$ 1,840.00</b>

# Exhibit C

## Eagles Pond Pokegama Ave



March 20, 2018

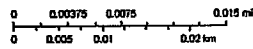
Points

 Override 1

 Override 2

Tax Parcels

1:338



Web Applicable for AUG13





AMERICAN  
ENGINEERING  
TESTING, INC.

CONSULTANTS  
· ENVIRONMENTAL  
· GEOTECHNICAL  
· MATERIALS  
· FORENSICS

Dear Client,

The following paperwork is enclosed:

1. AET's Proposal with Terms and Conditions (Please sign and return to your AET contact)
2. Proof of Insurance (Please give to your accounting department)
3. W9 (Please give to your accounting department)

**\*\*\*If your company is South Dakota or Iowa Sales Tax exempt, please send your tax exempt certificate back with your signed proposal.**

Please let me know if you have any questions and thank you for choosing AET!

Thank you,

Robert Krogsgaard  
CFO, American Engineering Testing, Inc.



**SECTION 1 - RESPONSIBILITIES**

**1.1** – This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all Services provided by American Engineering Testing, Inc. (AET). As used herein “Services” refer to the scope of Services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the Agreement between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order or service order for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services. Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement.

**1.2** – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and property owner, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available or changes are made during AET’s Services, Client will provide such information to AET in a timely manner. Earthwork and construction activities are done to support a particular structure (type, size, and shape) or facility at a specific location and elevation. If the type of structure or facility (structural type, size, shape, location, elevation, etc.) changes, the earthwork or construction activities completed may no longer provide suitable structural support or be capable of supporting the intended construction. Additional earthwork or redesign of all or a part of the structure or facility may be needed. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.

**1.3** – AET observes and tests earthwork and other construction operations and materials, and may provide opinions, conclusions and recommendations regarding the same. However, AET’s Services do not relieve the contractors of their contractual responsibility to perform their work in accordance with approved plans, specifications and building code requirements.

**1.4** – AET personnel do not have authority to accept, reject, direct or otherwise approve the work of the contractor. AET cannot stop work or waive or alter the requirements of the project documents. Any authority given to AET by Client must be in writing prior to the start of Services.

**1.5** – AET does not perform construction management, general contracting or surveying services and our involvement with the project does not constitute any assumption of those responsibilities.

**1.6** – Services performed by AET often include sampling at specific locations. Client acknowledges the limitations inherent in sampling. Variations in conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations.

**1.7** – AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

**1.8** – Should change in conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

**1.9** – Test borings and/or cone penetration test soundings to a proper depth below foundation grade and the base of suitable bearing soils are recommended for projects where supporting soils will be subjected to increased loads to explore the deeper unseen soil and ground water conditions. Judgments made by AET personnel regarding the suitability of materials and ground water conditions below the bottom of an excavation are limited if sufficiently deep test borings/soundings are not provided by the Client prior to our observations and judgments. AET’s opinions, conclusions and recommendations are qualified to that extent.

**1.10** – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

**1.11** – The AET proposal accompanying these terms and conditions is valid for ninety (90) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

**SECTION 2 - WILL CALL SERVICES**

**2.1** – If AET’s Services are performed on a will-call basis at the direction of the Client or its authorized representatives, Client acknowledges the inherent limitations associated with performing engineering judgments and testing Services on a will-call basis, including without limitation, the inability to completely evaluate, document or judge work and conditions not directly observed or tested by AET. AET’s opinions, conclusions, and recommendations are qualified to the extent of those limitations.

**2.2** – Density tests of fill soils represent conditions only at the locations and elevations tested and do not necessarily represent conditions laterally or below. AET can only provide judgments regarding the engineered fill system to adequately support the design construction loadings by monitoring the filling process on a continuous basis for consistency of soil type, moisture content, lift thickness, and compaction effort.

**2.3** – AET requires a minimum of 24 hours notice of the need for Services. AET will not be liable for claims, damages, or delays related to failure of Client to provide adequate advance notice to AET.

**SECTION 3 - SITE ACCESS, UNDERGROUND FACILITIES AND CONSTRUCTION STAKING**

**3.1** – Client will furnish AET safe and legal site access.

**3.2** – AET is not responsible for locating underground facilities on construction sites. Client shall ensure that underground facilities have been previously located and cleared. AET will not be responsible for any damages to underground facilities not located or incorrectly identified. An underground facility is an underground line, fixture, system, and its appurtenances used to produce, store, convey, transmit, or distribute communications, data, power, heat, gas, oil, petroleum products, water including storm water, steam, sewage, and similar substances.

**3.3** - The location and elevation of a proposed structure or facility is staked (with offsets) and controlled by surveying or GPS equipment by others. AET's measurements are made in relation to that information. The reliability of any opinions, conclusions, and recommendations based on those measurements is strictly dependent on the accuracy of the staking or GPS information provided by others.

**3.4** - During construction, observations and testing Services are based on the positioning of the formwork by the contractor or its subcontractor. AET will not be responsible for any errors or damages resulting from improper location or positioning of the formwork.

**SECTION 4 - SAFETY**

**4.1** - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. Client or its authorized representative(s) is responsible for the safety of the jobsite. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

**4.2** - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

**SECTION 5 - SAMPLES**

**5.1** - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

**5.2** - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

**SECTION 6 - PROJECT RECORDS**

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

**SECTION 7 - STANDARD OF CARE**

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

**SECTION 8 - INSURANCE**

AET maintains insurance with coverage and limits shown below. AET will furnish certificates of insurance to Client upon request.

**8.1** - AET maintains the following insurance coverage and limits of liability:

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

**8.2** - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after final acceptance of the Project by Owner, Property Damage including Completed Operations, Personal Injury, and Contractual Liability insurance applicable to AET's Indemnity obligations under this Agreement.

**8.3** - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

**8.4** - Professional Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after final acceptance of the Project by Owner. Renewal policies during this period shall maintain the same retroactive date.

**8.5** - To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14 04 08, which includes blanket coverage for Products/Completed Operations and on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74 02 12). Any other endorsement, coverage or policy requirement shall result in additional charges.

**8.6** - AET will maintain in effect all insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

8.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

#### SECTION 9 - DELAYS

If delays to AET's Services are caused by Client or Owner, work of others, strikes, natural causes, weather, or other items beyond AET's control, a reasonable time extension for performance of Services shall be granted, and AET shall receive an equitable fee adjustment.

#### SECTION 10 - PAYMENT, INTEREST AND BREACH

10.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice, but not greater than 45 days from the date of the invoice. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

10.2 - Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

10.3 - AET reserves the right to secure any unpaid invoice utilizing available remedies at law. AET explicitly reserves its' Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

#### SECTION 11 - CHANGE ORDERS

AET's proposal associated with this project provides an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client if AET's fees are approaching the proposal amount and request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for services ordered under this agreement. Approval of a change order may be in writing or by electronic communication.

#### SECTION 12 - MEDIATION

12.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

12.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

#### SECTION 13 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 10 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

#### SECTION 14 - MUTUAL INDEMNIFICATION

14.1 - Subject to the limitations contained in Sections 14 and 15, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's intentional acts or negligent performance of the Services.

14.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

14.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as a beneficiary.

14.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence or intentional acts.

SECTION 15- MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES. Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the services provided by AET under this Service Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all



consequential damages due to either party's termination of this Service Agreement in accordance with the provisions of the Service Agreement and related Documents and shall survive any such termination.

#### **SECTION 16 - LIMITATION OF LIABILITY**

To the fullest extent permitted by applicable law, the total aggregate liability of AET's officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty and shall not exceed the total compensation in excess of costs received by AET for services or \$50,000, whichever is greater. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

#### **SECTION 17 – UNIONIZATION**

AET reserves the right to negotiate an appropriate fee increase or to terminate its contract on three (3) days written notice to Client without incurring penalties or costs from Client, Owner and their successors, assignees, joint-venturers, contractors and subcontractors, or any other parties involved with the project for claims, liabilities, damages or consequential damages, directly or indirectly related to AET being required to provide unionized personnel on the project. Reservation of this right on the part of AET represents neither approval nor disapproval of unions in general or the use of collective bargaining agreements.

#### **SECTION 18 - POSTING OF NOTICES ON EMPLOYEE RIGHTS**

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at 29 Code of Federal Regulations Part 471, Appendix A to Subpart A. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

#### **SECTION 19 - TERMINATION**

After 7 days' written notice, either party may elect to terminate work for justifiable reasons. In this event, the Client shall pay AET for all Services performed, including demobilization and reporting costs to complete the file.

#### **SECTION 20 - SEVERABILITY**

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

#### **SECTION 21 - GOVERNING LAW**

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

#### **SECTION 22 - ENTIRE AGREEMENT**

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any previous written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.



## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**American Engineering Testing, Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**550 Cleveland Ave. N.**

6 City, state, and ZIP code  
**St. Paul, MN 55114**

7 List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	1	-	0	9	7	7	5	2	1

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 1/1/18
------------------	----------------------------	---------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 18-0247      **Version:** 1      **Name:** CP 2011-3 Oakwood Easement  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 4/5/2018      **In control:** City Council  
**On agenda:** 4/9/2018      **Final action:**  
**Title:** Consider approving a public service and infrastructure easement with Oakwood Terrace Limited Partnership, related to CP 2011-3, 2018 Northeast Improvements Project and authorizing payment in the amount of \$4,784.85 plus recording fees.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Oakwood Easement](#)

Date	Ver.	Action By	Action	Result
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Consider approving a public service and infrastructure easement with Oakwood Terrace Limited Partnership, related to CP 2011-3, 2018 Northeast Improvements Project and authorizing payment in the amount of \$4,784.85 plus recording fees.

**Background Information:**

CP 2011-3 includes the reconstruction of 11th Avenue NE and 7th Street NE. In order to properly construct the project, an easement is required from the property owner. The property owner has executed the necessary documents and the total cost for this easement is \$4,784.85 plus recording fees. The documents are attached.

**Staff Recommendation:**

City staff is recommending approval of a public service and infrastructure easement with Oakwood Terrace Limited Partnership, related to CP 2011-3, 2018 Northeast Improvements Project and authorizing payment in the amount of \$4,784.85 plus recording fees.

**Requested City Council Action**

Make a motion approving a public service and infrastructure easement with Oakwood Terrace Limited Partnership, related to CP 2011-3, 2018 Northeast Improvements Project and authorizing payment in the amount of \$4,784.85 plus recording fees.

**PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT**

THIS INDENTURE is made and entered into this 13<sup>th</sup> day of March, 2018, between **Oakwood Terrace Limited Partnership, a Limited Partnership**, hereinafter referred to as "Grantor," and the CITY OF GRAND RAPIDS, Minnesota, Municipal Corporation, and road authority, hereinafter referred to as "Grantee."

WITNESSETH:

WHEREAS, said Grantor is the owner of real property situated in Itasca County, Minnesota, described as follows, to-wit:

**Parcel 91-015-3311**  
**Existing Legal Description (Document # T000036017)**

**THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4 SW1/4), SECTION FIFTEEN (15), TOWNSHIP FIFTY-FIVE (55) NORTH, RANGE TWENTY-FIVE (25) WEST OF THE FOURTH PRINCIPAL MERIDIAN, WHICH LIES WESTERLY OF THE EAST 660.0 FEET THEREOF AND WHICH LIES SOUTHERLY OF THE NORTH 392.00 FEET THEREOF, EXCEPT THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4 SW1/4 SW1/4 OF SW1/4), ITASCA COUNTY, MINNESOTA**

WHEREAS, Grantor has agreed to grant Grantee an easement for Road Reconstruction, Sidewalk and Utility purposes across said property.

NOW, THEREFORE, said Grantor, for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey an easement unto the CITY OF GRAND RAPIDS, MN, as Grantee, for public service and infrastructure purposes, free and clear of all encumbrances, the below described real estate in the County of Itasca, State of Minnesota, and the said grantor for (himself) (his) (themselves) (their) heirs executors and assigns, does release the City of Grand Rapids, State of Minnesota, its successors and assigns, from all claims for any and all damages resulting to the lands contained within the permanent easement area as hereinafter described by reason of the location, grading, construction, maintenance, and use of public service and infrastructure and upon and the removal of materials from the premises hereby conveyed and from the uses incident thereto, and the City of Grand Rapids, State of Minnesota, shall have the right to use and remove all earth and materials contained within the permanent easement area as hereinafter described and the right to construct and maintain upon the lands contained within the permanent easement area as herein after described and the right to allow utilities within the easement more particular described as follows, to-wit:



THE CITY OF GRAND RAPIDS, MINNESOTA does hereby accept the above Public Service and Infrastructure Easement.

The City of Grand Rapids, Minnesota

Approved as to Form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Administrator

STATE OF MINNESOTA )  
                                          ) ss:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

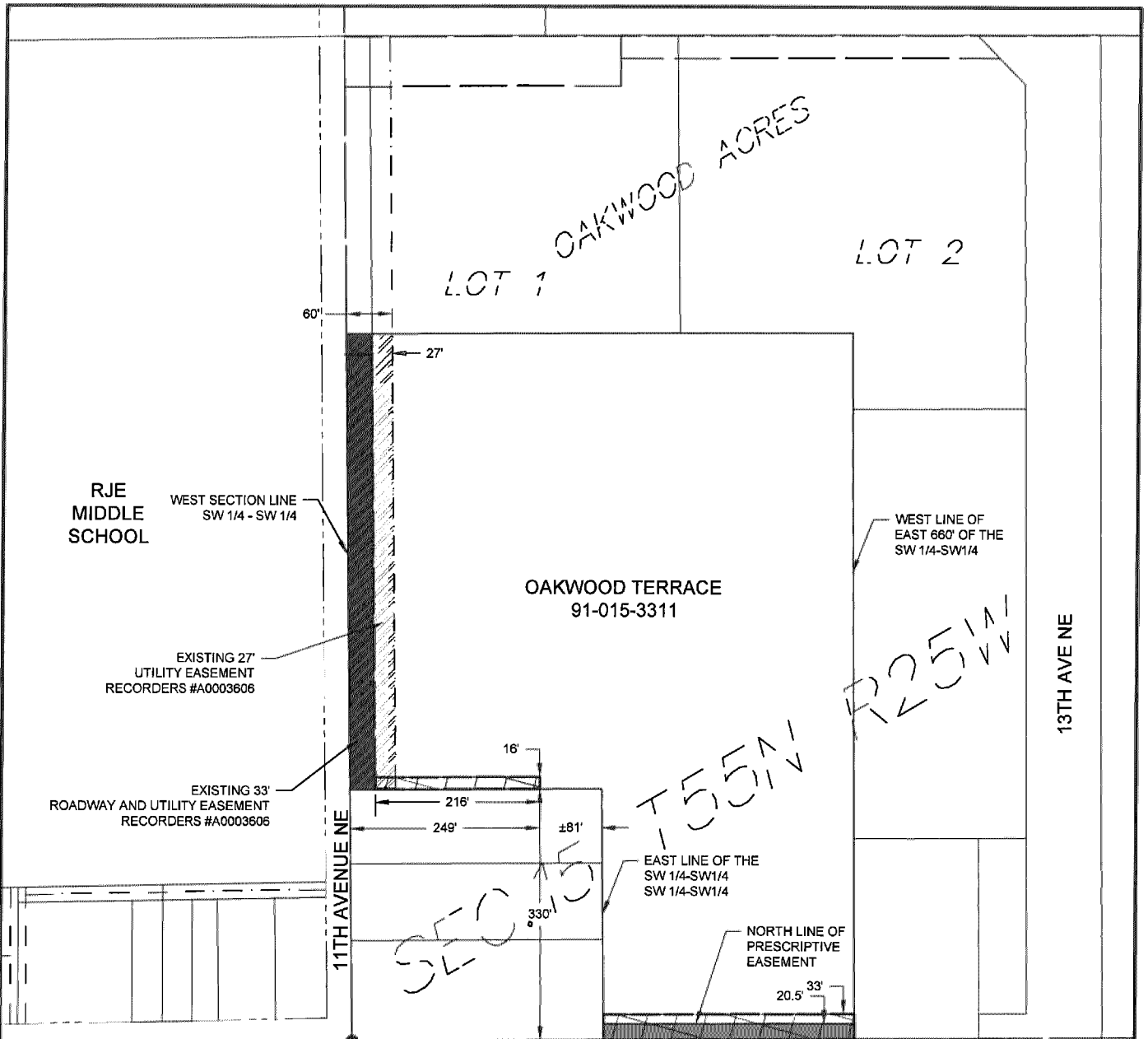
(Notary Stamp or Seal)

\_\_\_\_\_  
Signature of Person Taking Acknowledgement

This conveyance is entitled to recording without payment of fee pursuant to Minnesota Statutes Section 386.77, it being for the benefit of the City of Grand Rapids, MN.

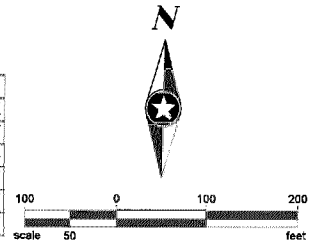
This instrument was drafted by: Sara Christenson for the City of Grand Rapids, MN. 55744

Save: 1/18/2018 11:39 AM schristenson Plot: 1/18/2018 11:58 AM P:\F:\G\GRANR\14431715-final-dsgn15-drawings\10-Civil\cad\dwg\easements\Oakwood\_Terrace.dwg



PRESCRIPTIVE - EASEMENT		PROPOSED EASEMENT	
PLATTED LOT LINES		EASEMENT PARCEL	
EXISTING ROADWAY - AND UTILITY EASEMENT		EXISTING UTILITY EASEMENT	

PARCEL NUMBER	91-015-3311
OWNER	OAKWOOD TERRACE
AREA OF PARCEL	508455 SF
ZONING	R-4
AREA OF PROPOSED PERMANENT EASEMENT	14382 SF
AREA OF PRESCRIPTIVE EASEMENT	6787 SF
AREA OF COMPENSATION	7595 SF



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

FILE NO.  
GRANR 144317

DATE:  
January 18, 2018

**OAKWOOD TERRACE  
EASEMENT EXHIBIT  
GRAND RAPIDS, MINNESOTA**

**EXHIBIT  
NO. 1**





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 18-0250      **Version:** 1      **Name:** Food Co-Op Resolution  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 4/5/2018      **In control:** City Council  
**On agenda:** 4/9/2018      **Final action:**  
**Title:** Consider adopting a resolution supporting the development of the Free Range Food Co-Op.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Free Range Coop Support Resolution.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution supporting the development of the Free Range Food Co-Op.

**Background Information:**

On March 12, 2018, members of the Free Range Food Co-Op presented plans for continuing to build membership and future construction and operation of the food co-op. Going forward, the Co-op board requested that the Council adopt a resolution in support of the Free Range Co-Op.

**Staff Recommendation:**

Adopt resolution.

**Requested City Council Action**

Make a motion adopting a resolution supporting the development of the Free Range Food Co-op.

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

RESOLUTION NO. 18-\_\_

**A RESOLUTION SUPPORTING THE DEVELOPMENT OF THE  
FREE RANGE FOOD CO-OP**

WHEREAS, The Free Range Food Co-Op is going to be a member –owned grocery store that will increase access to local foods and goods, provide a foundation for education activities, enhance health and well-being, and promote sustainability within our community; and

WHEREAS, the City’s Comprehensive Plan in Chapter 3, Section B. Community Values, identifies Health Living and states: *Provide opportunities for healthy living is a core value. Creating healthy living opportunities requires careful management of our built environment (housing, roads, other infrastructure) our natural systems (recreation, natural resources), and other local amenities (economic systems, education, local food systems, health care);* and

WHEREAS, The successful development of The Free Range Food Co-Op will help the City strengthen and grow its Community Values.

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, whole-heartedly supports The Free Range Co-Op in their endeavors to building a facility where people can access locally grown food on a daily basis throughout the entire year.

Adopted by the Council this 26<sup>th</sup> day of March, 2018.

\_\_\_\_\_  
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.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 18-0237      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 4/4/2018      **In control:** City Council  
**On agenda:** 4/9/2018      **Final action:**  
**Title:** Consider authorizing Facility Maintenance Department to accept low quote from Heartland Paper for consumable paper products and cleaning chemicals.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Heartland Paper Quote](#)  
[Sim Supply](#)  
[Sandstroms no alternates](#)

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

Consider authorizing Facility Maintenance Department to accept low quote from Heartland Paper for consumable paper products and cleaning chemicals.

### **Background Information:**

The City of Grand Rapids has been using the same supplier for consumable paper products and cleaning chemicals for several years. In an effort to seek cost savings on these products the Facility Maintenance Department solicited quotes from Sim Supply (current supplier), Sandstrom's and Heartland Paper. The three vendors quoted 31 products we use the most and Heartland Paper submitted the low quote. These products will be used in all city buildings to maintain consistency.

### **Staff Recommendation:**

Staff recommends council authorize Facility Maintenance to accept low quote from Heartland Paper for consumable paper products and cleaning chemicals.

### **Requested City Council Action**

Make a motion authorizing Facility Maintenance to accept low quote from Heartland Paper for consumable paper products and cleaning chemicals.

**John Monley**

**From:** Heartland Paper Online  
**Sent:** Wednesday, February 28, 2018 11:31 AM  
**To:** John Monley  
**Subject:** Online Quote: CITY OF GRAND RAPIDS - 7895-1



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Wholesale Distributor | Industrial Supplies | Packaging  
 Printing Papers | Janitorial Equipment & Supplies  
**Serving the Upper Midwest since 1894**  
 808 W Cherokee St Sioux Falls, SD 57104  
 800-843-7922  
[www.heartland-paper.com](http://www.heartland-paper.com)

**Request for Quote**

7895-1

CITY OF GRAND RAPIDS  
 420N POKEGAMA AVE  
 BUILDING MAINTENANCE  
 GRAND RAPIDS , MN  
 55744-

Qty	UOM	Item #	Description	Unit Price	Ext Price
✓ 1	CS	4502930	CORMATIC WHT RL TWL NO SLOT 8.25X700' 6/CS	<del>41.7500</del>	41.75
✓ 1	CS	6454500	07805 SURPASS WHT 2PLY 3.55X1000 JRT 12RL/CS	<del>29.0000</del>	29.04
1	CS	645214000	21400 KLEENEX WHT 2PLY FACIAL FLAT 36BX/100SH	<del>26.9280</del>	26.93
1	CS	312434822B	HR434822B 43X48 BLK 22MIC GLUTTON 6RL/25	27.5290	27.53
1	CS	3126300	PGR-4046X3B 40X46 BLK 1.5MIL 45GAL 10RL/10/CS	<del>25.4550</del>	25.46
1	CS	6451080	01051 SCOTT 8X15 CENTER PULL WHT TWL 4/CS	<del>26.5300</del>	26.53
1	CS	977ASB1MG	LOOP-END 4PLY W.MOP BLND NB GREEN MED 6/CS	<del>26.2300</del>	26.23
1	CS	4825004	KL-260 SANISAC WAXED LINER 7.5X3.5X10.25 500/	<del>16.5950</del>	16.60
1	CS	5599651	PURELL HAND SANITIZER 24 - 4 OZ/CS	<del>50.9084</del>	50.91
1	CS	98382027	MR CLEAN MAGIC ERASER ALL PURP 24/CS	<del>22.4034</del>	22.40
1	BX	9880624	624 PEARL URINAL SCREEN SUNBURST 10/BX 6BX/CS	<del>14.9500</del>	14.95
1	BX	6001730	EMPRESS XTRAHVYWT WHITE PS FORK 100/BX	<del>3.5500</del>	3.55
1	BX	6001732	EMPRESS XTRAHVYWT WHT SPOON 100/BX	<del>3.0500</del>	3.05
1	CS	3240085	HHT085 11X8 KITCHEN ROLL TOWEL 85SH/RL 30RL/C	<del>17.2500</del>	17.25
1	CS	6450446050	04460 SCOTT 2-PLY STD BATH TISS 4.1X4.0 80RL/	<del>38.3500</del>	38.35
1	CS	6731099	U1H1CF 9" WHITE ECONOMY PAPER PLATE 1200/CS	<del>26.0000</del>	26.00
1	CS	670X12000	X12 12OZ JAZZ TROPHY CUP 1000/CS	<del>63.5000</del>	63.50
1	CS	4031290	Y12S 12OZ CONEX GALAXY PS COLD CUP 1000/CS	<del>29.9500</del>	29.95
1	CS	6601016	4BR CONE CUP 4OZ ROLLED RIM PLAIN 5000/CS	<del>39.8500</del>	39.85
1	CS	9707032	141 ANTIBAC LOTION SKIN CLNSR 4/1GAL	<del>39.2500</del>	39.25
1	CS	30060374	Z6037MNR01 30X37 NAT 10MIC 20 GAL 20RL/25/CS	<del>20.8700</del>	20.87
1	CS	3002133	X6639AK 33X39 BLK 1.5MIL 33 GAL LNR 100/CS	<del>18.7600</del>	18.76
1	CS	3002131	Z8648UNR01 43X48 NAT 22MIC 56 GAL 6RL/25/CS	<del>24.9100</del>	24.91

**Subtotal: \$633.61****This quote is valid for 30 days: 2/28/2018 11:30:48 AM**

View recent invoices, check monthly product usage, and create orders online 24 hours a day, seven days a week at [online.heartland-paper.com](http://online.heartland-paper.com).

2/28/2018

**John Monley**

**From:** Heartland Paper Online  
**Sent:** Wednesday, February 28, 2018 2:41 PM  
**To:** John Monley  
**Subject:** Online Quote: CITY OF GRAND RAPIDS - 7895-1



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 Printing Papers | Janitorial Equipment & Supplies  
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 800-843-7922  
[www.heartland-paper.com](http://www.heartland-paper.com)

**Request for Quote**

7895-1  
 CITY OF GRAND RAPIDS  
 420N POKEGAMA AVE  
 BUILDING MAINTENANCE  
 GRAND RAPIDS , MN  
 55744-

Qty	UOM	Item #	Description	Unit Price	Ext Price
1	CS	9707039	79 AF79 ACID FREE BATH CLNR 12QT/CS	<del>23.8500</del>	23.85
1	CS	970075Q12	75 KLING BOWL CLNR 9% HCL 12QTS/CS	<del>19.9900</del>	19.99
1	CS	5591110	1110 PROSALL WINDEMERE GLASS CLNR 12/19OZ/CS	<del>27.6000</del>	27.60
1	CS	9707017	138 PH7 NEUTRAL CLEANER 4-1GAL/CS	<del>22.1500</del>	22.15
1	CS	98331241	SPIC N SPAN ALL PURP DISF/CLNR 3/1GAL	<del>38.0500</del>	38.05
1	CS	970SW65A12	SW65 STAINLESS STEEL CLNR AERO 12/CS	<del>39.2000</del>	39.20
1	CS	97024804	SYMPPLICITY LSR DELIMER 4 X 1 GAL	<del>38.7500</del>	38.75
1	CS	970100304	SPECTACULOSO MULTI-PURPOSE CLEANER 4/1 GAL	<del>23.2500</del>	23.25
				<b>Subtotal:</b>	<b>\$232.84</b>

**This quote is valid for 30 days: 2/28/2018 2:41:19 PM**

View recent invoices, check monthly product usage, and create orders online 24 hours a day, seven days a week at [online.heartland-paper.com](http://online.heartland-paper.com).



1001 7TH AVE E.  
HIBBING, MN 55746

Tele#: (218)262-6125

Fax#: (218)262-6474

Quote # 59564

Quote Date: 20-Feb-18

Expires: 20-Mar-18

Shipping WHSE: MAIN

Quote taken by: BRITANY

**Quoted To:** Client account number: GRAND

CITY OF GRAND RAPIDS  
ADMINISTRATIVE OFFICE  
420 POKEGAMA AVENUE NORTH  
GRAND RAPIDS, MN 55744  
US

Tel: (218)326-7600

Fax: (218)326-7608

**Shipping Location:** GRAND

CITY OF GRAND RAPIDS  
ADMINISTRATIVE OFFICE  
420 POKEGAMA AVENUE NORTH  
GRAND RAPIDS, MN 55744  
US

Tel: (218)326-7600

Fax: (218)326-7608

Ship by Date	Customer Department	Customer PO Number	Customer Release#	Terms of Sale	Inside Salesrep	Outside Salesrep
2/25/2018				Net 30	RRS	DW
Ordered By	Currency	Exchange Rate	Carrier	Service Code	Frnt Method	
NATHAN MORLAN	US	1			M	

Seq#	Line Type	Item Number	Manufacturer	Description	Qty Ordered	Qty UM	Unit Price	Amt UM	Extended Price
1	S	07805	KIMBERLY CLARK	TOILET TISSUE JUMBO 2 PLY 1000' ROLL 12/CS	1	CS	\$39.07	CS	\$39.07
2	S	17713	KIMBERLY CLARK	TOILET TISSUE, 2 PLY, 60 RL/CS, KLEENEX COTTONELLE	1	CS	\$77.98	CS	\$77.98
3	S	2930P	GEORGIA PACIFIC	WHITE ROLL TOWEL FOR ADS200B 8.25"X700' 6/CS	1	CS	\$69.90	CS	\$69.90
4	S	24310	SCA TISSUE NORTH	PAPER TOWEL, 2 PLY, 84 SH/RL, 30 RL/CS	1	CS	\$24.55	CS	\$24.55
5	S	28143	GEORGIA PACIFIC	CENTER PULL TOWEL 7.8 X 15 WHITE 4/CS	1	CS	\$67.19	CS	\$67.19
6	S	KC21400	KIMBERLY CLARK	FACIAL TISSUE, KLEENEX FLAT BOX, 100 SH/BX.	1	CS	\$55.79	CS	\$55.79
7	N	HY0260	HOSPECO	WAXED WASTE RECEPTACLE LINERS, #260, 500/CS	1	CS	\$23.67	CS	\$23.67
<b>Extended Description</b>									
For Bathroom Sanitary Waste Receptacles.									
8	S	PL-10	EMPRESS	10" HEAVY WEIGHT PLATE NATURAL 125/SL 4SL/CS	1	CS	\$77.46	CS	\$77.46
9	S	X12-J8002	SOLOCUP	SYMPHONY TROPHY COFFEE CUP, 12 OZ, 1000/CS	1	CS	\$89.88	CS	\$89.88
10	S	YE12	PACTIV CORP	COLD CUP, TRANSLUCENT POLY, 12 OZ, 855/CS	1	CS	\$31.51	CS	\$31.51
11	N	4BR-2050	SOLOCUP	CONE CUPS 4 OZ ROLL RIM 25/200'S CS	1	CS	\$49.39	CS	\$49.39
12	S	BXEHF07S	BANYAN INT'L	FORKS PLASTIC HONEY 100/BX 10/CS	1	CS	\$34.96	CS	\$34.96
13	S	BXEHT04S	BANYAN INT'L	SPOONS, PLASTIC HONEY 100/BX 10/CS	1	BX	\$3.50	BX	\$3.50
14	S	82027/43516	PROCTOR & GAMBLE	MR CLEAN MAGIC ERASER 4/PK 6PK PER CASE	1	CS	\$27.09	CS	\$27.09
15	N	A113-06W	RUBBERMAID	WET MOP 6/CS	1	CS	\$96.58	CS	\$96.58
16	S	H-303710-C	PITPLAS	CAN LINER, 30 X 37 CLEAR, 500/CS EXTRA HVY WEIGHT	1	CS	\$31.04	CS	\$31.04
17	S	MR-43484-MK	HERITAGE	CAN LINER 22M 43 X 48 BLK CRL 150/CS	1	CS	\$34.87	CS	\$34.87
18	S	BWK517	TYCO PLASTICS	GARBAGE BAG, 1.5 MIL, 40X46 BLACK, 100/CS	1	CS	\$21.52	CS	\$21.52
19	N	PGR3339X3B	BERRY PLASTICS	CANLINER 33X39 BLK 1.5MIL,	1	EA	\$57.02	EA	\$57.02



1001 7TH AVE E.  
HIBBING, MN 55746

Tele#: (218)262-6125

Fax#: (218)262-6474

Quote # 59564

Quote Date: 20-Feb-18

Expires: 20-Mar-18

Shipping WHSE: MAIN

Quote taken by: BRITANY

**Quoted To:** Client account number: GRAND

CITY OF GRAND RAPIDS  
ADMINISTRATIVE OFFICE  
420 POKEGAMA AVENUE NORTH  
GRAND RAPIDS, MN 55744  
US

Tel: (218)326-7600

Fax: (218)326-7608

**Shipping Location:** GRAND

CITY OF GRAND RAPIDS  
ADMINISTRATIVE OFFICE  
420 POKEGAMA AVENUE NORTH  
GRAND RAPIDS, MN 55744  
US

Tel: (218)326-7600

Fax: (218)326-7608

Ship by Date 2/25/2018	Customer Department	Customer PO Number	Customer Release#	Terms of Sale Net 30	Inside Salesrep RRS	Outside Salesrep DW
Ordered By NATHAN MORLAN	Currency US	Exchange Rate 1	Carrier	Service Code	Frnt Method M	

Seq#	Line Type	Item Number	Manufacturer	Description	Qty Ordered	Qty UM	Unit Price	Amt UM	Extended Price
4/25's									
20	S	IM1490	IMPACT PROD 1169	URINAL SCREENS GREEN	12	EA	\$1.83	EA	\$21.96
21	S	030900-12	MIDLAB	BOWL CLEANER RB 309 CLING 9% HCI 12 QT/CS	1	CS	\$24.30	CS	\$24.30
22	S	RB352	MIDLAB	BOWL CLEANER NON ACIDIC QT BOTTLES 12/CS	12	BT	\$2.62	BT	\$31.44
<b><u>Extended Description</u></b>									
Pleasant, easy to use non-acid bathroom disinfectant cleaner. Effective against HIV-1, TB, HBV, HCV									
23	S	5196C	CHASE PROD	FOAMING RESTROOM CLEANER AEROSOL 12/CS	1	CS	\$39.62	CS	\$39.62
24	S	052000-41	MIDLAB	GLASS CLEANER AMMONIATED 4 GL/CS	1	CS	\$25.00	CS	\$25.00
25	S	027441	MIDLAB	ANTIBACTERIAL HAND SOAP 4-1GAL/CS HB274	1	CS	\$43.35	CS	\$43.35
26	N	9652	GOJO	HAND SANITIZER, PURELL 8 OZ PUMP 12/CS	1	CS	\$47.43	CS	\$47.43
27	S	FC1800	MIDLAB	NEUTRAL FILM FREE DAMP MOP 4 GL/CS	1	CS	\$25.78	CS	\$25.78
28	S	047041-41	MIDLAB	CLEANER/DISINFECTANT LEMON DETERGENT DS470 4GL/CS	1	GL	\$9.30	GL	\$9.30
29	S	84988223	PROCTOR & GAMBLE	DAWN DISH DETERGENT 38 OZ 8/CS	1	CS	\$49.43	CS	\$49.43
30	N	R11524	ZEP MFG	ZEP PRO CALCIUM & LIME REMOVER 4 GALLON/CS	1	CS	\$54.24	CS	\$54.24
31	N	5153	CHASE PROD	WATER BASED SS POLISH & CLEANER 18oz 12/CS	1	CS	\$52.62	CS	\$52.62

THANK YOU FOR THE OPPORTUNITY TO QUOTE!

Please visit us at: [www.simsupply.com](http://www.simsupply.com)

Subtotal:	\$1,337.44
Sales Tax	
<b>Total:</b>	<b>\$1,337.44</b>

<u>Description</u>	<u>Case Count</u>	<u>Price</u>	<u>Each Price</u>	<u>Unit Price</u>	<u>Item #</u>	<u>Notes</u>
2 Ply 1000' (3.55")	12/case	\$31.58	\$2.63/rl	\$0.0026/ft	167052	
Standard Roll 500	96/case	\$48.30	\$0.503/rl	\$0.0032/ft	167057	Sheet size 4.5" x 3.75"
Thermatic 8.25" x 700'	6/case	\$55.33	\$9.22/rl	\$0.013/ft	D99999	
Labels 210 sheets	12/case	\$24.81	\$2.067/rl	\$0.0098/sh	166639	Sheet size 11" x 9"
8.5 x 15 (320 cnt)	6/case	\$47.83	\$7.97/rl	\$0.0249/sh	D99999	
100cnt 2 ply	30/case	\$23.50	\$0.78/bx	\$0.0078/sh	167806	
File Liners #260	500/case	\$18.74		\$0.0374/bg	D99999	
Paper Plate Natural	4-125cnt	\$67.96	\$16.99/slv	\$0.1359/ea	D99999	
Cup 12oz	1,000/case	\$75.15		\$0.075/ea	153768	
Cold Cup 12oz	855/case	\$31.49		\$0.0368/ea	153122	
Aluminum Rolled Rim	5,000/case	\$42.92		\$0.0085/ea	151350	
Labels Color 100 cnt	1,000/case	\$25.69		\$0.0256/ea	160620	
Labels Color 100 cnt	1,000/case	\$25.69		\$0.0256/ea	160624	
Labels 4 cnt	6-4cnt/case	\$24.31		\$1.0129/ea	178168	
Labels 24oz	1 each	\$3.47		\$3.47/ea	171633	
Labels Clear 30 x 37	250/case	\$22.11		\$0.0884/ea	165770	
Labels 22M 43 x 48	150/case	\$32.85		\$0.2190/ea	165749	
Labels 1.5 mil 40 x 46	100/case	\$24.80		\$0.248/ea	D99999	
Labels 1.5 mil 33 x 39	100/case	\$18.64		\$0.1864/ea	165754	
Labels Screens Blue Mint	1 each	\$1.55		\$1.55/ea	178170	
Labels Screens Red Cherry	1 each	\$1.55		\$1.55/ea	178172	
Labels Screens Wht Citrus	1 each	\$1.55		\$1.55/ea	178174	
Labels 9% HCl per qt	12/case	\$22.29	\$1.857/Qt	\$0.0580/oz	D99999	
Labels on Acidic Qt	12/case	\$27.84	\$2.32/Qt	\$0.0725/oz	D99999	
Labels Bleach Cleaner 20oz	12/case	\$30.64	\$2.55/Btl	\$0.1276/oz	D99999	
Labels Film Free 19oz	12/case	\$23.54	\$1.96/btl	\$0.1032/oz	178525	
Labels Handsoap Gallon	4/case	\$39.17	\$9.79/gal	\$0.0765/oz	D99999	
Labels 4oz (Purell)	1 each	\$1.96		\$0.49/oz	311573	
Labels 2oz Dis/Cleaner Gal	4/case	\$28.00	\$7.00/gal	\$0.0546/oz	178488	
Labels Disinfect Conc Gal	4/case	\$35.21	\$8.80/gal	\$0.0687/oz	D99999	
Labels Bleach 38oz	8/case	\$42.05	\$5.26/btl	\$0.1383/oz	176582	
Labels Lime Remover Gal	4/case	\$32.13	\$8.03/gal	\$0.0627/oz	D99999	
Labels Steel polish & clnr	12/case	\$40.49	\$3.37/btl	\$0.1687/oz	D99999	
		\$973.14				





# CITY OF GRAND RAPIDS

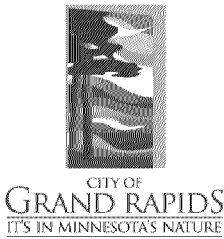
## Legislation Details (With Text)

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**File #:** 18-0243      **Version:** 1      **Name:** Board & Commission Minutes  
**Type:** Minutes      **Status:** Approved  
**File created:** 4/4/2018      **In control:** City Council  
**On agenda:** 4/9/2018      **Final action:**  
**Title:** Acknowledge approved minutes for Boards & Commissions.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [January 2, 2018 Arts & Culture Meeting.pdf](#)  
[January 9, 2018 Police Community Advisory Board minutes.pdf](#)  
[February 21, 2018 HRA minutes.pdf](#)  
[February 22, 2018 GREDA Minutes.pdf](#)

Date	Ver.	Action By	Action	Result
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Acknowledge approved minutes for Boards & Commissions.



*CITY OF GRAND RAPIDS ARTS AND CULTURE COMMISSION*  
*CONFERENCE ROOM 2B – GRAND RAPIDS CITY HALL*  
*REGULAR MEETING, TUESDAY, JANUARY 2, 2018 – 3:45 PM*

**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 2B of the Grand Rapids City Hall, 420 N Pokegama Avenue, Grand Rapids, Minnesota, on Tuesday, January 2, 2018, at 3:45 pm

**CALL OF ROLL:** On a Call of Roll, the following members were present: Sonja Merrild, David Marty, John Connelly, David Dobbs, Harry Smith, Kayla Schubert and Myrna Peterson.

Absent: Kathy Dodge

**Staff Present:** Matt Wegwerth, Amy Dettmer and Michele Palkki

Commissioner Merrild called the meeting to order at 3:45 pm.

Welcome new Commissioner Kayla Schubert. Introductions were made.

**SETTING THE AGENDA**      Nothing to add

**CORRESPONDENCE**      Nothing to report

## **MINUTES**

**APPROVAL OF MINUTES – Regular Meeting held on December 5, 2017 with changes.**

**MOTION BY COMMISSIONER PETERSON, SECOND BY COMMISSIONER SMITH TO APPROVE THE MINUTES FOR DECEMBER 5, 2017. Motion passed by unanimous vote.**

## **FINANCIALS**

The regular budget for 2018 is 5,000.00. This money is available from January 1, 2018 through December 31, 2018.

Ms. Dettmer reported that starting in February the budget will also include the 1.5% funding that is in the Art Adoption and Acquisition Plan, which will come from projects the city does in the future.

This money will be placed in a fund that carries over from year to year, not part of the general fund.

The Commission requested that City Engineer Matt Wegwerth join our meeting in February to share more about how funds will be generated, tracked, accessed, and what expressed purposes they can support.

## **NEW BUSINESS**

### **IRA Civic Center Renovation / Role of Arts and Culture**

City Engineer Matt Wegwerth was present to discuss the IRA Civic Center Renovation and what the role of the Arts and Culture Commission would be.

Mr. Wegwerth distributed a draft plan that also included an area for future tenants. This could include having an area for the Arts Commission.

The City would like to have a representative from the Arts and Culture Commission attend meetings regarding the renovation. There will likely be different working groups that will have representation during the remodel phase, including representation from the Boys & Girls Club, Invest Early, the Grand Rapids Area Hockey Association, Mobility Mania, the local arts community, the Y, and others.

Mr. Wegwerth reported that there is a meeting scheduled on January 17, 2018 at 6:30 pm at the IRA Civic Center to work as a large group and then break into committees. The City would like to have a representative from the Arts and Culture Commission. After a discussion, several members relayed that they would plan to attend.

The representative from the Arts and Culture Commission to attend any future meetings will be David Dobbs. Commissioner Dobbs will report back to the Commission when necessary.

### **Pedestrian Bridge**

A question was raised as to when the construction would begin for the new pedestrian bridge.

Mr. Wegwerth reported that even though the bridge received \$750,000.00 in bond money there was faulty wording in the legislative language that needs to first be corrected.

The City is working with the state to get the correction, but they cannot move forward with this project until correct language is in the document. The City will keep the Commission updated.

### **Artist in Residence**

Commissioner Peterson reported that we have a new artist to vote on tonight. The Grand Rapids Arts has recommended our approval for Kathy Mommsen to begin February 15 until May 15, 2018.

**APPROVAL OF ARTIST – February 15, 2018 until May 15, 2018.**

**MOTION BY COMMISSIONER CONNELLY, SECOND BY COMMISSIONER MARTY TO APPROVE THE ARTIST KATHY MONNSEN BEGINNING FEBRUARY 15 AND CONTINUE UNTIL MAY 15, 2018. Motion passed by unanimous vote.**

Commissioner Peterson reported that the artist area in the loft needs to be cleaned. A discussion was held as far as whose responsibility it is and that staff would check with Mr. Mattei.

A discussion was held regarding hiring someone to clean the loft and rafter areas.

**ALLOCATE FUNDS – Up to \$250.00 for cleaning**

**MOTION BY COMMISSIONER MARTY, SECOND BY COMMISSIONER CONNELLY TO ALLOCATE UP TO SPENDING \$250.00 TO CLEAN THE ARTIST LOFT. Motion passed by unanimous vote.**

**OLD BUSINESS**

**Forecast Public Art**

Commissioner Merrild reported that there was not enough time in 2017 to get this completed, however, it would be beneficial to have something started in the near future. After a discussion, the Commission felt that we need the expertise of a company like Forecast Public Art to help us get the Art Placement Plan and the work associated with the Downtown Business Corridor Grant off to a good start. A small sub group consisting of Commissioners Merrild, Connelly, Dobbs and Schubert will work on putting something together for Forecast Art to develop a scope of work.

**Downtown and Business Corridor Grant**

Commissioner Merrild reported that the City did receive this grant. The grant (\$28,500) will revitalize the Central Business District using art: three murals, three sculptures, sidewalk poetry and new signage, as well as three new downtown gallery entrances that are ADA compliant.

**PROGRESS REPORTS**

Commissioner Merrild reported that the Vergin's were wondering if a decision was made yet regarding the Lion Fountain. After further discussion it was noted that until we have a format to work with accepting art as well as purchasing art we are not making any plans at this time.

There being no further business, the meeting adjourned at 5:00 pm

Respectfully submitted by Michele Palkki, Administrative Assistant

*Michele Palkki*

The next regular meeting of the Arts and Culture Commission will be February 6, 2018.

CITY OF GRAND RAPIDS  
POLICE COMMUNITY ADVISORY BOARD  
Tuesday, January 9, 2018 7:00 A.M.

CALL TO ORDER: Pursuant to due notice and call thereof a regular meeting of the Grand Rapids Police Community Advisory Board was held in Conference Room 2B of the City Hall, 420 North Pokegama Avenue, Grand Rapids, Minnesota, on Tuesday January 9, 2018 7:00 A.M.

CALL OF ROLL: On a Call of Roll, the following members were present: Conley Janssen, Jackie Dowell, Wendy Uzela, Megan Phillips, and Erika Demuth.

Absent: Scott Johnson, John Nalan, Tom Neustrom, Weldon Braxton, and Joe Barrick.

Staff Present: Jacqueline Heinrich and Steve Schaar

1. Call to Order: Board Chair Conley Janssen called Meeting to order at 7:00 A.M.
2. Approval of Minutes for the meeting of October 3, 2017, Approved by Jackie Dowell and seconded by Erika Demuth.
3. Public Comment: There were no members of the public present.
4. Board Member Reports: No reports
5. Introduction of New Members: Megan Phillips, Senior from Grand Rapids High School and not present at this meeting is Joe Barrick.
6. Old Business:
  - a. Snow Ordinance – New system that alerts the public when the plow trucks will be out at 4:00 am.
  - b. New Policies – Updating policies as needed. Department Heads go through the policies make updates as needed with counsel approval.
  - c. Discussion regarding number of meeting dates for 2018. Four meetings per calendar year.
  - d. Selection of new members for the two open positions. Positions were filled by Megan Phillips and Joe Barrick.

7. New Business:

Selection of Officers:

- a. Chair – Conley Janssen: Jackie Dowell nominated Conley; seconded by Erika Demuth. Conley Janssen accepted
  - b. Vice Chair
  - c. Secretary
8. Positions for Vice Chair and Secretary will remain with the same members until next meeting. Question, as why we have a secretary for the Police Advisory Board, but they do not take minutes. Assist Chief Steve Schaar said that he would talk with the City Clerk regarding this question.
9. 2018 Domestic Animal Control Agreement:
- a. 2018-2020 City of Grand Rapids will be receiving funds from outside of city limits for animals found. No feral cats will be excepted do to diseases transferred from feline to feline.
10. Grand Rapids Police Department Goals for 2017: reducing blight, vehicles, trash, and brush. Rental properties seem to be at the highest for this issue. We are looking into a tracking system through our GIS Department to help with this issue.
11. Emergency Management Exercise went very well.
12. Safety Camp 2017: for students- 120 or more showed up for an excellent learning experience in emergency equipment.
13. Adopted a New Ordinance for Panhandling: We have had an increase of Panhandling in 2017. Our current ordinance needs clarifying regarding panhandling within the city limits. Chief Johnson has been working on this ordinance; when finished it will go to City Counsel.
14. Emergency Services Goals: We currently are working with Itasca County with the Drug Task force.

2018 Goals:

- a. Active Shooter
- b. Collaboration with other agencies, and city departments.
- c. Youth Safety Camp
- d. Training classes closer to home for Officers, Sergeants, Investigations, Support Staff, and Supervisors.

15. Conley Janssen will be attending the Juvenile Officers Conference on January 24, 25, and 26<sup>th</sup>.

Motion by Erika Demuth, seconded by Jackie Dowell to adjourn the meeting at 8:10 AM. Vote to adjourn was unanimous.

Date of next meeting: April 3, 7:00 AM, City Hall Conference Room 2B

Respectfully submitted,

Jacqueline Heinrich

**THE HOUSING AND REDEVELOPMENT AUTHORITY  
OF GRAND RAPIDS, MN  
REGULAR MEETING February 21, 2018**

**CALL TO ORDER**

Pursuant to due notice and call thereof, a Regular Meeting of the Housing and Redevelopment Authority of Grand Rapids was called to order by Chairperson Len Salmela, at 4:00 p.m. in the Community Room, located at 411 NW 7<sup>th</sup> Street, Grand Rapids, MN.

**CALL OF ROLL**

On a Call of Roll the following Grand Rapids HRA Commissioners were present:  
Commissioner Len Salmela - Commissioner Chris Henrichsen - Commissioner Bill Zeige  
Commissioner Marilyn Rossman

**ABSENT:** Commissioner Schwartz

**HRA:** Executive Director Jerry Culliton

**PUBLIC FORUM:** None

**APPROVAL OF MINUTES**

Commissioner Rossman made a motion to approve the Re-Organizational meeting minutes of January 17, 2018. Seconded by Commissioner Zeige. Voting Aye, all. Motion carried. Commissioner Zeige made a motion to approve the Regular meeting minutes of January 17, 2018 as presented. Seconded by Commissioner Henrichsen. Voting Aye, all. Motion carried.

**FINANCIAL REPORTS**

Discussion was held among the Board members on the financial reports for the month of January, 2018, for the Public Housing Fund, Crystal Lake Townhomes Fund, and Pooled Housing Fund. Commissioner Zeige made motion to approve all financial statements as presented. Seconded by Commissioner Henrichsen. Voting Aye, all. Motion carried.

**APPROVAL OF VERIFIED CLAIMS**

After discussion of the verified claims, Commissioner Zeige made a motion to approve the Public Housing verified claims in the amount of \$21,969.91. Seconded by Commissioner Henrichsen. Voting Aye, all. Motion carried. Commissioner Zeige made a motion to approve Crystal Lake Townhomes verified claims in the amount of \$35,825.07. Seconded by Commissioner Henrichsen. Voting Aye, all. Motion carried. Commissioner Zeige made a motion to approve the Pooled Housing verified claims in the amount of \$90,607.17. Seconded by Commissioner Henrichsen. Voting Aye, all. Motion carried.

**APPROVED**



**PUBLIC HOUSING REPORT**

Director Culliton stated; we are 100% occupied with a short waiting list, annual re-certifications of tenants and apartment inspections have been completed in January, Director Culliton would be attending the February 26<sup>th</sup> City Council meeting to give a report, otherwise operations are normal and routine at both buildings.

**CONSIDER PUBLIC HEARING FOR PUBLIC HOUSING NO SMOKING POLICY**

After discussion among the Board, Commissioner Rossman made a motion to have a public hearing on March 21<sup>st</sup> at 4:00 p.m. prior to the regular meeting on the no smoking policy requirement for the 401 River Road building and 411 NW 7<sup>th</sup> Street building. Seconded by Commissioner Henrichsen. Voting Aye, all. Motion carried.

**CRYSTAL LAKE HOUSING REPORT**

Crystal Lake has 12 vacancies with no waiting list; we have one move-in for March. Director Culliton gave a report on the proposed variance for the removal of the garages and that it would be given to the City for their consideration, also the auditors were here and would be completing the audit requirements, as well as the unaudited information that was submitted on February 16, 2018 to the Federal government.

**POOLED HOUSING REPORT**

Director Culliton gave a report stating that we have four vacancies at Forest Park West and none at Lake Shore Place, we will be asking for mower bids for a replacement mower for the seventeen year old unit; otherwise operations are normal and routine.

**OTHER MATTERS**

Commissioner Henrichsen gave a short report on matters on the proposed federal government budget that could affect Crystal Lake Townhomes, as well as the two public buildings.

**ADJOURNMENT**

There being no further information of the HRA of Grand Rapids for February 21, 2018, Commissioner Henrichsen made a motion to adjourn the meeting at 5:15 p.m. Seconded by Commissioner Rossman . Voting Aye, all. Motion carried.

Signed



Secretary, Commissioner Chris Henrichsen

**APPROVED**

**GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY  
REGULAR MEETING  
THURSDAY, FEBRUARY 22, 2018  
4:00 P.M.  
GRAND RAPIDS CITY HALL – CONFERENCE ROOM 2A  
420 NORTH POKEGAMA AVE., GRAND RAPIDS, MINNESOTA**

**CALL TO ORDER:** Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Economic Development Authority (GREDA) was called to order on Thursday, February 22, 2018 at 4:00 p.m. in Conference Room 2A of City Hall, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

**CALL OF ROLL:** On a Call of Roll the following members were present: Commissioners: Sholom Blake, Michael Stefan, Cory Jackson, Chris Lynch. Absent: Mike Przytarski, Dale Christy, Rick Blake.

**SETTING OF REGULAR AGENDA:** **Approved with addition.**

- **Introduction to new Community Development program.**

**APPROVAL OF MINUTES:**

**MOTION BY COMMISSIONER LYNCH, SECOND BY COMMISSIONER STEFAN TO APPROVE THE MINUTES OF THE FEBRUARY 8, 2018 REGULAR MEETING. The following voted in favor thereof: S. Blake, Jackson, Lynch, Stefan. Opposed: None, passed unanimously.**

**APPROVAL OF CLAIMS:**

**MOTION BY COMMISSIONER STEFAN, SECOND BY COMMISSIONER JACKSON TO APPROVE CLAIMS IN THE AMOUNT OF \$4,903.59.**

City of Grand Rapids	\$2,339.88	Northern Star Cooperative	\$1,033.82
P.U.C	\$731.14	SEH-RCM	\$798.75

**The following voted in favor thereof: S. Blake, Jackson, Stefan, Lynch. Opposed: None, passed unanimously.**

Consider a loan agreement with Grand Itasca Clinic and Hospital.

The attorneys for Grand Itasca changed the terms in the loan agreement rather than secure a mortgage they have decided to provide a letter of credit.

**MOTION BY COMMISSIONER LYNCH, SECOND BY COMMISSIONER JACKSON TO APPROVE A LOAN AGREEMENT WITH GRAND ITASCA CLINIC AND HOSPITAL. The following voted in favor thereof: Stefan, Lynch, S. Blake, Jackson. Opposed: None, passed unanimously.**

Consider approval of Central School leases with Baby Steps and Wildland Fabrics.

Baby Steps would like to move into Suite 3 it has an expanded footprint than the space they are in now. They would be paying a reduced rent for 2018, 2019 and the standard rate for 2020.

**MOTION BY COMMISSIONER LYNCH, SECOND BY COMMISSIONER STEFAN TO APPROVE A LEASE WITH BABY STEPS. The following voted in favor thereof: Jackson, S. Blake, Stefan, Lynch. Opposed: None, passed unanimously.**

Wildland Fabrics would like to move into Suite 1 in the basement this was formerly the storage space for Purple Pinecone. The term will be from March, 1<sup>st</sup> to the end of this year. Under Article 3.2 it states the rent of \$7.42 per square foot is to be multiplied by 50% annually, this is a typo and is to be removed.

**MOTION BY COMMISSIONER LYNCH, SECOND BY COMMISSIONER JACKSON TO A LEASE WITH WILDLAND FABRICS AND REMOVING THE TYPO OF A 50% MULTIPLIER ANNUALLY. The following voted in favor thereof: S. Blake, Lynch, Jackson, Stefan. Opposed: None, passed unanimously.**

Updates:

Introduction to new Community Development program-

There being no further business the meeting adjourned at 4:31 p.m.

Respectfully submitted:

\_\_\_\_\_  
Aurimy Groom, Recorder



CITY OF  
GRAND RAPIDS  
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# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 18-0239      **Version:** 1      **Name:** PW Spring Dept Head Report  
**Type:** Department Head Report      **Status:** Department Head Report  
**File created:** 4/4/2018      **In control:** City Council  
**On agenda:** 4/9/2018      **Final action:**  
**Title:** Public Works Department - Jeff Davies  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [2018 4-9 PW Spring DH Narrative](#)  
[2018 4-9 PW Spring DH Presentation](#)

Date	Ver.	Action By	Action	Result
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Public Works Department - Jeff Davies



## PW Spring 4-9-18 Department Head Report

### Public Works

This past winter started out with a bang. October 26<sup>th</sup>, 27<sup>th</sup> and 30<sup>th</sup> snowfall totaled 5.9 inches. Five days later on November 1, another 4.3 inches of snow fell. The rest of November only had six snow occurrences after the November 1 snowfall. December rolled out sixteen snow occurrences compared to November's seven, even though December, January and February only had five snowfalls over 2". The three months totaled 32 occurrences with one rainstorm. During those three months we were within an inch of our 30 Year Average of Snowfall. They felt like nuisance snows however, with the extended cold starting in late December through mid-February, created icy conditions. Between December 25 and February 12, there were 23 days when the daily average temperature was below zero. With the cold pavement temperatures, we were concerned about every snow occurrence creating icy roads.

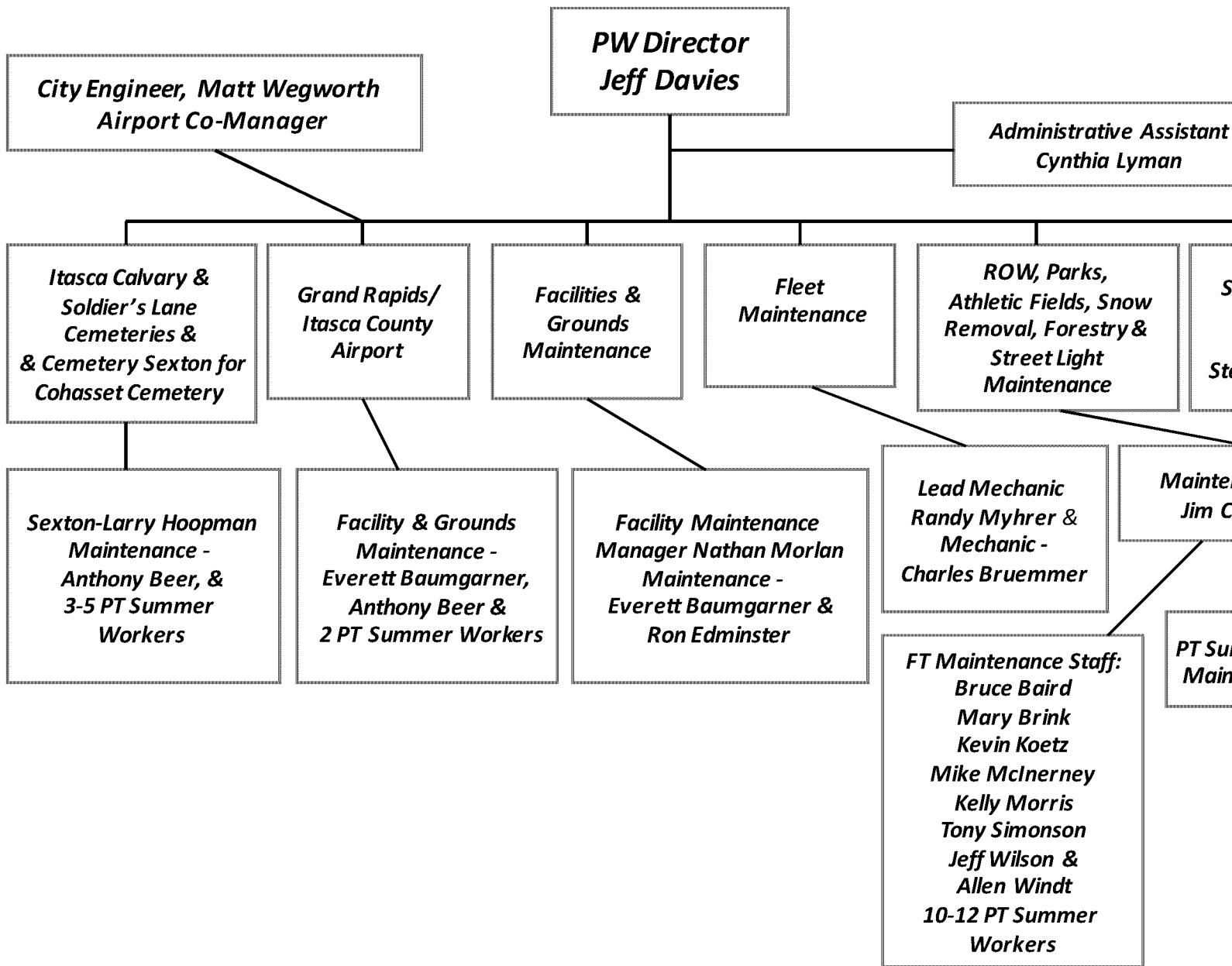
### Department Head Slide Presentation

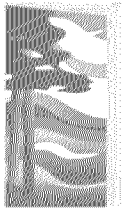


**Public Works  
Spring 2018  
Department Head Report**

GRAND RAPIDS  
UNIVERSITY

# PW DEPT ORGANIZATIONAL CHART





GRAND RAPIDS  
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# Snow & Ice Control

- **Have a Snow & Ice Control Policy**
  - Includes New Winter Parking Ordinance
- **Have Reliable Weather Information**
- **Pavement Temperatures**
- **Anti-icing Products**
- **Use of correct materials**
  - Sand
  - Straight Salt
  - Treated Salt
  - Liquid Deicer
- **Pre-treat with Salt/Sand**
- **Pre-wet with Magnesium-Chloride**
- **Mechanical plowing reduces chemical use**
- **It is usually not cost-efficient to apply straight salt at pavement temperatures below 15° Fahrenheit**



## Deicing Application Rate Guidelines

24' of pavement (typical two-lane road)

These rates are not fixed values, but rather the middle of a range to be selected and adjusted by an agency according to its local conditions and experience.

Pavement Temp. (°F) and Trend (↑↓)	Weather Condition	Maintenance Actions	Lbs/ two-lane mile			
			Salt Prewetted/ Pretreated With Salt Brine	Salt Prewetted/ Pretreated With Other Blends	Dry Salt*	Winter Sand (abrasives)
>30° ↑	Snow	Plow, treat intersections only	80	70	100*	Not recommended
	Frz. rain	Apply chemical	80 – 160	70 – 140	100 – 200*	Not recommended
30° ↓	Snow	Plow & apply chemical	80 – 160	70 – 140	100 – 200*	Not recommended
	Frz. rain	Apply chemical	150 – 200	130 – 180	180 – 240*	Not recommended
25 - 30° ↑	Snow	Plow & apply chemical	120 – 160	100 – 140	150 – 200*	Not recommended
	Frz. rain	Apply chemical	150 – 200	130 – 180	180 – 240*	Not recommended
25 - 30° ↓	Snow	Plow & apply chemical	120 – 160	100 – 140	150 – 200*	Not recommended
	Frz. rain	Apply chemical	160 – 240	140 – 210	200 – 300*	400
20 - 25° ↑	Snow or frz. rain	Plow & apply chemical	160 – 240	140 – 210	200 – 300*	400
20 - 25° ↓	Snow	Plow & apply chemical	200 – 280	175 – 250	250 – 350*	Not recommended
	Frz. rain	Apply chemical	240 – 320	210 – 280	300 – 400*	400
15 - 20° ↑	Snow	Plow & apply chemical	200 – 280	175 – 250	250 – 350*	Not recommended
	Frz. rain	Apply chemical	240 – 320	210 – 280	300 – 400*	400
15 - 20° ↓	Snow or Frz. rain	Plow & apply chemical	240 – 320	210 – 280	300 – 400*	500 for frz. rain
0 to 15° ↑↓	Snow	Plow, treat with blends, sand hazardous areas	Not recommended	300 – 400	Not recommended	500 – 750 spot treat as needed
< 0°	Snow	Plow, treat with blends, sand hazardous areas	Not recommended	400 – 600**	Not recommended	500 – 750 spot treat as needed

\*Dry salt is not recommended. It is likely to blow off the road before it melts ice.

\*\*A blend of 6 – 8 gal/ton MgCl<sub>2</sub> or CaCl<sub>2</sub> added to NaCl can melt ice as low as -10°.

## How to Use Liquid Ant

### Pounds of Ice Melt Per Pound of Salt

Temperature  
Degrees F.

One Pound  
Salt  
Sodium Chloride

30

46.3 lbs

25

14.4 lbs

20

8.6 lbs

15

6.3 lbs

10

4.9 lbs

5

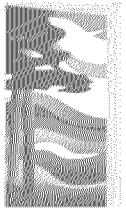
4.1 lbs

0

3.7 lbs

-6

3.2 lbs



GRAND RAPIDS  
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## Deicing Materials

- **Straight Sand**
- **Straight Salt (NaCl)**
- **Treated Salt (NaCl Enhanced with  $MgCl_2$ )**
- **Ice Slicer RS (Crushed - Salt, Magnesium, Potassium & Calcium Chlorides)**
- **Apex Meltdown ( $MgCl_2$  Brine w/Corrosion Inhibitor & Performance Additives)**



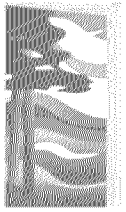








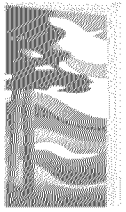




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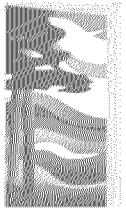






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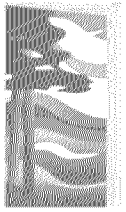




GRAND RAPIDS  
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## 2013 to 2017-18 Snowfall Comparisons

<b>Month</b>	<b>30 Yr Avg</b>	<b>2013/2014</b>	<b>2014/2015</b>	<b>2015/2016</b>	<b>2016/2017</b>
<b>Oct</b>	1.9	0.5	0	0	0
<b>Nov</b>	10.7	6.6	8	1.6	20.3
<b>Dec</b>	12.3	30.5	4.9	14	19.6
<b>Jan</b>	12.2	10.9	7.2	13.7	15.2
<b>Feb</b>	7.1	19.2	10.7	11.3	7.9
<b>Mar</b>	7.7	7.9	4	8.5	4.3
<b>Apr</b>	4.6	9	0.9	3.7	0.9
<b>Snowfall Total:</b>	<b>56.5</b>	<b>84.6</b>	<b>35.7</b>	<b>52.8</b>	<b>68.2</b>
<b>Occurrences:</b>		<b>78</b>	<b>54</b>	<b>53</b>	<b>45</b>
<b>Calendar Year Snowfall</b>			<b>2015</b>	<b>2016</b>	<b>2017</b>
<b>Annual in Inches:</b>			<b>38.4</b>	<b>77.1</b>	<b>51.8</b>
<b>Annual Salt Purchased: (Tons)</b>			<b>438.46</b>	<b>603.54</b>	<b>531.89</b>



GRAND RAPIDS  
IT'S IN MINNESOTA'S NATURE





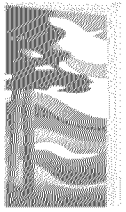
# **Building Maintenance**

**Nathan Morlan**

**Everett Baumgarner**

**Ron Edminster**

- **Routine Maintenance for All City Buildings**
- **Preliminary Plans for IRA Civic Center Expansion  
Includes Roof Maintenance & Inspections**
- **Preliminary Work on the GR Area Library Grant Project for  
ADA Improvements**
- **City Hall Administration & Police Department  
Improvements**
- **City Hall Security Upgrades**
- **GR/Itasca County Airport Maintenance Building  
Improvements**
- **Nathan Morlan Working on CIP for All City Buildings**



GRAND RAPIDS  
IT'S IN MINNESOTA'S NATURE

## **2017 Itasca Calvary Cemetery Burials & Sales**

### **Burials**

---

<b>Full</b>	32
<b>Cremations</b>	42
<b>Cremations Disinter &amp; Re-Inter</b>	1
<b>Infant Disinter &amp; Re-Inter</b>	1
<b>Infant</b>	1
<b>Total:</b>	76

### **Grave Sales**

---

<b>Adult</b>	41
<b>Infant</b>	0
<b>Total:</b>	41

## **2017 Cohasset Cemetery Burials & Sales**

### **Burials**

---

<b>Full</b>	11
<b>Cremations</b>	17
<b>Total:</b>	28

**Grave Sales:** 16

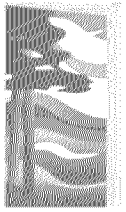


# Fleet Maintenance

Randy Myhrer

Chuck Bruemmer

<b>Department:</b>	<b>Total Vehicles &amp; Equipment</b>
Public Works	101
Fire Department	15
Police Department	27
GRPUC-Admin	8
Parks & Recreation	2
Grand Rapids Itasca County Airport	10
IRA Civic Center	7
GRPUC-Electric	28
GRPUC-Water & Sewer	9
GRPUC-WWTP	17
PW-PUC Service Center	3
Building Maintenance	2
Itasca Calvary Cemetery	20
Community Development	2
Storm Water Utility	5
<b>Total:</b>	<b>256</b>

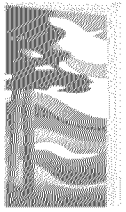


GRAND RAPIDS  
IT'S IN MINNESOTA'S NATURE









# Tree City USA

GRAND RAPIDS  
ITS





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 18-0229      **Version:** 1      **Name:** CP 2011-3 Award Contract  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 4/3/2018      **In control:** City Council  
**On agenda:** 4/9/2018      **Final action:**  
**Title:** Consider a resolution awarding a contract for CP 2011-3, 2018 Northeast Improvements Project.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [4-4-18 Resolution CP 2011-3 Award Contract Recommend ltr](#)

Date	Ver.	Action By	Action	Result
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Consider a resolution awarding a contract for CP 2011-3, 2018 Northeast Improvements Project.

**Background Information:**

On Wednesday, April 4, 2018, at 10:00 am, bids were opened and publicly read. The following bids were received:

Bidder	Base Bid
Engineers Estimate	\$2,049,494.25
Casper Construction	\$2,149,000.00
TNT Aggregates	\$2,154,000.00
Ulland Brothers	\$2,581,415.00
George Bougalis & Sons	\$2,732,035.30

Because of the increase cost from the preliminary estimate, several of the proposed assessment rates went up from the preliminary estimates. Below is a summary of the rates:

	Preliminary Rate	Proposed Final Rate	Difference
Residential Reconstruction	\$21.69	\$22.21	\$0.52
Residential Overlay	\$10.99	\$9.35	-\$1.64
Non-Residential Reconstruction	\$72.32	\$73.18	\$0.86
Sanitary Service	\$1,026.67	\$1,648.27	\$621.60
Water Service	\$1,230.05	\$1,596.89	\$366.84

It should be noted these rates will not be finalized until the project is completed.

**Staff Recommendation:**

City staff recommends adopting a resolution awarding a contract for CP 2011-3, 2018 Northeast Improvements Project, to Casper Construction in an amount of \$2,149,000.00.

**Requested City Council Action**

A motion adopting a resolution awarding a contract for CP 2011-3, 2018 Northeast Improvements Project, to Casper Construction in an amount of \$2,149,000.00.



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

RESOLUTION NO. 18-\_\_

**A RESOLUTION ACCEPTING BID FOR  
2018 Northeast Improvements Project  
City Project 2011-3**

WHEREAS, pursuant to an advertisement for the 2018 Northeast Improvements Project, which includes the reconstruction of public infrastructure along 7<sup>th</sup> Street NE from 7<sup>th</sup> Avenue NE to 13<sup>th</sup> Avenue NE, 11<sup>th</sup> Avenue NE from 7<sup>th</sup> Street NE to the Sports Complex Entrance, 10<sup>th</sup> Avenue NE from 5<sup>th</sup> Street NE to 7<sup>th</sup> Street NE, the Alley between 6<sup>th</sup> Avenue NE and 7<sup>th</sup> Avenue NE from 6<sup>th</sup> Street NE to 7<sup>th</sup> Street NE, by reconstructing streets, storm sewer, sanitary sewer, street lights, sidewalks, and associated appurtenances. Bids were received, opened, and tabulated according to law, and the following bids were received complying with the advertisement:

Bidder	Base Bid
Engineer's Estimate	\$2,049,494.25
Casper Construction	\$2,149,000.00
TNT Aggregates	\$2,154,000.00
Ulland Brothers	\$2,581,415.00
George Bougalis & Sons	\$2,732,035.30

WHEREAS, the City Engineer is recommending the Base Bid be awarded to Casper Construction;

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

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

The Mayor and Administrator are hereby authorized and directed to enter into a contract with Casper Construction in the name of the City of Grand Rapids for Grand Rapids Project 2011-3 for a total contract amount of \$2,149,000.00 and in accordance to the plans and specifications therefore approved by the City Council and on file in the Office of the City Clerk.

Adopted by the Council this 9<sup>th</sup> day of April, 2018.

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

ATTEST:

\_\_\_\_\_  
Kim Johnson-Gibeau, City Clerk

Councilmember \_\_\_\_\_ seconded the foregoing resolution and the following voted in favor thereof: \_\_\_\_\_; and the following voted against same: \_\_\_\_\_; whereby the resolution was declared duly passed and adopted.



Building a Better World  
for All of Us®

April 4, 2018

RE: City of Grand Rapids  
2018 Infrastructure Improvements  
SEH No. GRANR 144317  
City Project No. 2011-3

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

Dear Mayor and Council Members:

Bids on the referenced project were opened at the City of Grand Rapids City Council Chambers on April 4<sup>th</sup>, at 10:00 am. The bids received are summarized with the Engineer's estimate as follows:

<u>Contractor</u>	
Casper Construction Inc.	\$2,149,000.00
TNT Aggregates, LLC	\$2,154,000.00
Ulland Brothers, Inc.	\$2,581,415.00
George Bougalis & Sons, Co	\$2,732,035.30
Engineer's Estimate	\$2,049,494.25

SEH has reviewed the bids and recommends that the City award a contract to Casper Construction, Inc. in their low bid amount of \$2,149,000.

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

Sincerely,  
Short Elliott Hendrickson Inc.

A handwritten signature in black ink, appearing to read "Sara Christenson", with a long horizontal flourish extending to the right.

Sara Christenson, PE  
Project Engineer

P:\FJ\G\GRANR\144317\6-bid-const\Recommend ltr.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 21 NE 5th Street, Suite 200, Grand Rapids, MN 55744-2601  
SEH is 100% employee-owned | [sehinc.com](http://sehinc.com) | 218.322.4500 | 888.908.8166 fax



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 18-0236      **Version:** 1      **Name:** HGAC Buy Co-op purchasing contract  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 4/4/2018      **In control:** City Council  
**On agenda:** 4/9/2018      **Final action:**  
**Title:** Consider authorizing the Fire Department to enter into an Interlocal Contract for Cooperative Purchasing with HGAC Buy.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [HGAC.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider authorizing the Fire Department to enter into an Interlocal Contract for Cooperative Purchasing with HGAC Buy.

**Background Information:**

On August 28<sup>th</sup>, 2017, City Council authorized the Fire Department to form a Truck Committee and develop specifications for a 2018 Rescue Pumper Truck. According to the replacement schedule, the 1986 Class A Pumper, Engine #115, is due to be replaced. This truck was built and purchased in 1986 with a 20 year span of life. It was due to be replaced in 2005. The city purchased a Tanker Pumper #111 and Engine #115 was moved to a third out response vehicle status. Moving Engine #115 to a third out response vehicle allowed the life expectancy of this truck to be 30 years.

The Fire Department truck committee has researched and found the HGAC Buy program. HGAC stands for Houston Galveston Area Council which is a purchasing cooperative that assists in streamlining the purchasing process. By entering into this HGAC Buy program, any department within the City of Grand Rapids can purchase vehicles and heavy equipment including a fire apparatus. There is no fee to enter into this contract. The contract fee is disclosed on the invoice when the purchase is initiated. Within the HGAC Buy cooperative, there are multiple manufactures under the “umbrella” of the cooperative that will streamline the purchasing process. The HGAC Buy cooperative is similar to the Minnesota State Contract program, but is on a nationwide scale.

**Staff Recommendation:**

The Truck Committee recommends the City of Grand Rapids to enter into a Interlocal Contract for Cooperative Purchasing with HGAC Buy.

**Requested City Council Action**

Make a motion authorizing the Fire Department to enter into an Interlocal Contract For Cooperative Purchasing with HGAC Buy and authorize the necessary signatures.



**INTERLOCAL CONTRACT  
FOR COOPERATIVE PURCHASING**

ILC  
No.: \_\_\_\_\_  
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and \* \_\_\_\_\_, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at \* \_\_\_\_\_

**WITNESSETH**

**WHEREAS**, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on \* \_\_\_\_\_ (Date), and that it desires to contract with H-GAC on the terms set forth below;

**NOW, THEREFORE**, H-GAC and the End User do hereby agree as follows:

**ARTICLE 1: LEGAL AUTHORITY**

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

**ARTICLE 2: APPLICABLE LAWS**

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

**ARTICLE 3: WHOLE AGREEMENT**

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**ARTICLE 4: PERFORMANCE PERIOD**

The period of this Contract shall be for the balance of the fiscal year of the End User, which began \* \_\_\_\_\_ and ends \* \_\_\_\_\_. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

**ARTICLE 5: SCOPE OF SERVICES**

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through [HGACBuy.com](http://HGACBuy.com) and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

**ARTICLE 6: PAYMENTS**

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

**ARTICLE 7: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

**ARTICLE 8: TERMINATION PROCEDURES**

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

**ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 10: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

**ARTICLE 11: VENUE**

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

**THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:**

\* \_\_\_\_\_  
Name of End User (local government, agency, or non-profit corporation)

\* \_\_\_\_\_  
Mailing Address

\* \_\_\_\_\_  
City State ZIP Code

\*By: \_\_\_\_\_  
Signature of chief elected or appointed official

\* \_\_\_\_\_  
Typed Name & Title of Signatory Date

**Houston-Galveston Area Council**  
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: \_\_\_\_\_  
Executive Director

Attest: \_\_\_\_\_  
Manager

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

*\*Denotes required fields*



**\*Request for Information**

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to [cpcontractfax@h-gac.com](mailto:cpcontractfax@h-gac.com) or by faxing it to 713-993-2424. The contract may also be mailed to:

**H-GAC Cooperative Purchasing Program**  
**P.O. Box 22777, Houston, TX 77227-2777**

Name of End User Agency: \_\_\_\_\_ County Name: \_\_\_\_\_  
(Municipality/County/District/etc.)

Mailing Address: \_\_\_\_\_  
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: ( ) \_\_\_\_\_ FAX Number: ( ) \_\_\_\_\_

Physical Address: \_\_\_\_\_  
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: \_\_\_\_\_

Official Contact: \_\_\_\_\_  
(Point of Contact for HGACBuy Interlocal Contract)

Mailing Address: \_\_\_\_\_  
(Street Address/P.O. Box)

(City) (State) (ZIP Code)

Authorized Official: \_\_\_\_\_  
(Mayor/City Manager/Executive Director/etc.)

Mailing Address: \_\_\_\_\_  
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

Official Contact: \_\_\_\_\_  
(Purchasing Agent/Auditor etc. )

Mailing Address: \_\_\_\_\_  
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

Official Contact: \_\_\_\_\_  
(Public Works Director/Police Chief etc.)

Mailing Address: \_\_\_\_\_  
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

Official Contact: \_\_\_\_\_  
(EMS Director/Fire Chief etc. )

Mailing Address: \_\_\_\_\_  
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

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

Ph No.: ( ) \_\_\_\_\_ - \_\_\_\_\_

Fx No. : ( ) \_\_\_\_\_ - \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

Ph No.: ( ) \_\_\_\_\_ - \_\_\_\_\_

Fx No. : ( ) \_\_\_\_\_ - \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

Ph No.: ( ) \_\_\_\_\_ - \_\_\_\_\_

Fx No. : ( ) \_\_\_\_\_ - \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

Ph No.: ( ) \_\_\_\_\_ - \_\_\_\_\_

Fx No. : ( ) \_\_\_\_\_ - \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

Ph No.: ( ) \_\_\_\_\_ - \_\_\_\_\_

Fx No. : ( ) \_\_\_\_\_ - \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**\* denotes required fields**





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 18-0240      **Version:** 1      **Name:** Mayor's Arts Award  
**Type:** Agenda Item      **Status:** Administration Department  
**File created:** 4/4/2018      **In control:** City Council  
**On agenda:** 4/9/2018      **Final action:**  
**Title:** Consider awarding the 2018 Mayor's Arts Award to Timberlake Lodge and approve annual expenditure for award, not to exceed \$300.00.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Arts Award Nomination - Timberlake Lodge.pdf](#)  
[Arts Award Proposal - 2018.pdf](#)  
[Edna Trunt, Your Quilting Room.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider awarding the 2018 Mayor's Arts Award to Timberlake Lodge and approve annual expenditure for award, not to exceed \$300.00.

**Background Information:**

On February 2, 2018, the Arts & Culture Commission reviewed nominations for the 2018 Mayor's Arts Award. There were three nominations, all are attached for your review. On April 3, 2018, the Arts & Culture Commission discussed design and style for annual award moving forward. The Commission is recommending authorizing the purchase of an original work of art to be engraved or otherwise identified as the Mayor's Arts Award for an annual cost not to exceed \$300.00.

**Staff Recommendation:**

Authorize 2018 Mayor's Arts Award to Timberlake Lodge.

**Requested City Council Action**

Make a motion to award the 2018 Mayor's Arts Award to the Timberlake Lodge with an annual cost of award not to exceed \$300.00, as recommended by the Arts & Culture Commission.

To: GR Arts & Culture Commission  
From: David Marty, President  
Date: January 23, 2018  
Re: Nomination for Timberlake Lodge for Mayor's Arts Award

The Grand Rapids Arts and Culture Commission has called for nominations for the Second Annual Mayor's Arts Award to be presented to a business or organization that has made a significant impact on the arts in the Grand Rapids area through support of local arts organizations, programs and individual artists. Examples of significant impact include advocacy, community outreach, workplace based gallery exhibitions, volunteerism and other activities that promote the value of arts and culture in our community.

Today I nominate Timberlake Lodge and the Ives family, a key area business and family as someone who meets all criteria. They have been extremely influential in making the arts scene in Grand Rapids interesting and vital.

Financial support from Timberlake Lodge and the Ives family for the area arts includes generous operating support and project sponsorship for many of our key arts organizations, including the Reif Arts Council, Grand Rapids Players, Itasca Orchestra and Strings Program, Grand Rapids Area Male Chorus, MacRostie Arts Center and more. In terms of leadership, it was a matching gift from Timberlake Lodge and the Ives family (together with the Wilcox family) that launched the major \$10.5 Million Reif renovation project. Mike and Mary were key in soliciting additional major gifts for this and other arts projects.

Beyond financial support, there is considerable personal support, too. Mary Ives and daughter Michelle, in particular, have served on several arts boards over the years, including the Reif Arts Council, Grand Rapids Players, MacRostie and others. Following a long term on the Reif Arts Council board, Mary Ives stepped forward in 2011 to serve as co-chair for the Core Steering Committee for the new Reif Center. In that capacity, Mary met every Monday morning at 7 AM over a 5-year period, and had a key role in helping to direct the major expansion and renovation.

In terms of advocacy, Mary and Mike were key advocates with various legislators (Sandy Layman, Justin Eichorn and others) to secure \$4.5 Million in bonding funds for the Reif project, and with various IRRRB representatives for additional public funding for the project. They remain active advocates for the arts both personally through their legislative contacts and through the Grand Rapids Chamber of Commerce.

The Ives' commitment is not a superficial one. They have a sincere commitment to supporting local artists. A visit to Timberlake Lodge will reveal the original work of many area visual artists that have been purchased for display in public areas, including works by Tom Page, Liz White, Dorothy Hall, Deb Page, Chris Rostvoldt and many others. This collection includes locally crafted handmade furniture and the most recent acquisition: new Amish table in the restaurant area

The Timberlake Lodge support extends to performing artists, too. Over the years, Timberlake Lodge has hosted and supported many arts events, including, notably, Tom Page's arts celebration "Peasants with Torches". Timberlake Lodge has hosted the Minnesota Orchestra during their visits to the community and regularly welcomes and hosts many of the performers for the Reif Center, artists and presenters for the MacRostie, musicians for the Choral Groups and Tall Timbers Day and other community events

This is just a brief summary of the many contributions to area arts organizations and artists by Timberlake Lodge and the Ives family, an excellent choice for the Mayor's Arts Award presented by the Arts and Culture Commission of the City of Grand Rapids.

# The Mayor's Arts Award

The *Mayor's Arts Award* will be granted to a Grand Rapids area business, organization, or an individual that supports and promotes local arts organizations, programs or individual artists through funding, advocacy and/or community outreach in the Grand Rapids area.

## Eligibility Guidelines:

- Businesses, organizations, or an individual may be nominated or may nominate themselves by sending a letter of nomination to the Grand Rapids Arts and Culture Commission, 420 N. Pokegama Avenue, Grand Rapids MN 55744 as described below.
- Businesses, organizations, or individuals must be located in, or a resident of, the City of Grand Rapids.
- The Grand Rapids Arts and Culture Committee will identify a winning nomination, or more than one nomination if the Committee deems fit, and forward their recommendation(s) to the City Council for their consideration at a February City Council Meeting.
- Winners will be personally notified prior to the award ceremony.
- Telephone nominations will not be accepted.
- Questions concerning this award may be directed to Amy Dettmer ([adettmer@ci.grand-rapids.mn.us](mailto:adettmer@ci.grand-rapids.mn.us)), or the City Clerk in her absence.

## Timeline and Selection:

- A press release calling for nominations will be advertised by January 1<sup>st</sup> of every calendar year. Notice of the same will be advertised in the *Grand Rapids Herald Review*, or other designated legal publication, at least twice prior to the nominations deadline closing. The notice will also be posted on the City's website and physically placed upon the public notice board at City Hall during the same timeframe.
- Deadline for nominations are February 1<sup>st</sup> of every year.

- Letters of nomination will be reviewed at the Grand Rapids Arts and Culture Committee's February meeting.
- The Grand Rapids Arts and Culture Committee will identify a winning nomination, or more than one nomination if the Committee deems fit, and forward their recommendation to the City Council for their consideration at a February City Council Meeting.
- The award will be presented at the Grand Rapids Chamber of Commerce Annual Dinner.
- The award will consist of a donated item of art or other item of artistic significance, or a physical award highlighting the Mayor's appreciation of the business's, organization's, or an individual's efforts in promoting the arts in the City of Grand Rapids.

Adopted by the City Council of the City of Grand Rapids, Minnesota, this \_\_\_\_ day of \_\_\_\_\_, 2018.

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

Attest:

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

**From:** Carol Hessevick <hessevic@mchsi.com>  
**Sent:** Thursday, January 25, 2018 10:10 PM  
**To:** Amy Dettmer  
**Subject:** Nomination for Mayors Art Award

I wish to nominate Edna Trunt, proprietor of, "Your Quilting Room", long arm quilting studio. She has made a large impact in the art of quilting in the area and has mentored many in all aspects of this fiber art. Her many displays have been an inspiration. The Grand Rapids Area Community Foundation has asked Edna to hang her art work at a First Friday Art Walk. She has a permanent show of her commissioned art work hanging at the Grand Rapids Library, The Children's Discovery Museum, and at, "Your Quilting Room", studio. She is very generous in donating her art quilts to be raffled and auctioned as fund raisers for Grace House, Minnesota Deer Hunters Association, St. Joseph's Catholic community Spirit Fest, Loon Country Quilters bi-annual quilt shows.



She designs, creates and donates 100's of beautifully crafted art quilts to honor and thank our veterans, and to comfort children in emergency crises and to Community Connect . She also is a staunch supporter of the arts in the schools, the Itasca County Fair, and at the Reif Center. She is a gifted artisan who readily shares her passion and skills to other quilt artisans and wannabe quilters of all ages and levels of experience.

Respectfully submitted by  
Carol Hessevick



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 18-0248      **Version:** 1      **Name:** Consider approving the 2018-2019 Police Officers Union Bargaining Agreement.  
**Type:** Agenda Item      **Status:** Administration Department  
**File created:** 4/5/2018      **In control:** City Council  
**On agenda:** 4/9/2018      **Final action:**  
**Title:** Consider approving the 2018-2019 Police Officers Union Bargaining Agreement.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Summary of Tentative Agreements](#)

Date	Ver.	Action By	Action	Result
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Consider approving the 2018-2019 Police Officers Union Bargaining Agreement.

**Background Information:**

We have concluded labor negotiations with the Police Officers, and we have tentatively agreed with the attached proposal. The essential components of the agreements are:

HOURS OF WORK

The normal work year will be two-thousand one hundred eighty-four (2,184) straight time hours.

DURATION

2-year agreement

WAGES

2018 - 1% wage increase\*

2019 - 1.5% wage increase

\*In 2018 all employees will receive a one-time lump sum payment of \$1,000.00 effective January 1, 2018.

Field Training Officer pay of \$0.50/hour

CITY'S CONTRIBUTION TO EMPLOYEE GROUP INSURANCE PREMIUM (49ers Plan)

2018 - 100%

2019 - 100%

HOLIDAY PAY

Increase holiday pay to 92 hours from 84 hours to represent the actual holidays of 11 and ½ days and add a sentence defining when a holiday begins for purposes of calculating when holiday pay begins.

CLOTHING/EQUIPMENT ALLOWANCE

Added an Appendix A with list of clothing and equipment provided and updated language in Section 13.3 regarding the Employer purchasing firearms and the ability of an officer separating in good standing to purchase his/her firearm.

FLEXIBLE TIME OFF

Full-time and Limited Term Employees hired AFTER January 1, 2018 will accrue as follows:

**COMPLETED YEARS OF EMPLOYMENT**

	<b>Days/year</b>	<b>Hours/year</b>	<b>Hours/80 hour pay period</b>
Hire date through 4th anniversary	15	120	4.62
After the 4th anniversary through the 9 <sup>th</sup>	20	160	6.15
After the 9th anniversary through the 14th	25	200	7.69
After the 14th anniversary	30	240	9.23

**Extended Medical Benefit**

Add language to the EMB if the City is planning to make a substantial change to the EMB it will notify the Union prior to any Council action.

Change the accrual for the EMB from 32 hours per year to 64 hours per year.

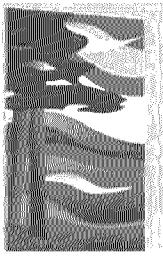
Give current officers and any new officers hired after January 1, 2018 84 hours of EMB.

**Staff Recommendation:**

City Administrator Tom Pagel, Finance Director Barb Baird, and Human Resources Director Lynn DeGrio are recommending the approval of the 2018-2019 Police Officers Union Bargaining Agreement.

**Requested City Council Action**

Consider approving the Collective Bargaining Agreement By and Between the City of Grand Rapids and Law Enforcement Labor Services, Inc. (Local No. 239) and authorize the Mayor and City Administrator to execute the agreement.



## SUMMARY OF TENTATIVE AGREEMENTS REACHED BETWEEN

**City of Grand Rapids  
&  
Law Enforcement Labor Services, Inc., Local #239  
(Patrol)**

- The parties agreed to housekeeping language changes throughout the labor agreement.
  
- The following is a summary of more substantial language changes:
  - Article 8: Hours of Work – Delete the reference is a 2,080 work year. The normal work year will be defined as 2,184 straight time hours.
  - Article 10: Compensatory Time – Delete unnecessary language.
  - Article 13: Clothing/Equipment Allowance – Move the list of clothing outlined in Section 13.1 and make it a separate Appendix A.
  - Article 13: Clothing/Equipment Allowance – Update the language in Section 13.3 regarding the Employer purchasing firearms and the ability of an officer to separating in good standing to purchase his/her firearm.
  - Article 14: Active Employee Group Insurance Benefits – The language in this article is updated to reflect the Local 49 Health and Welfare Fund insurance plan.
  - Article 15: Insurance Coverage of Retired Employees: Delete old language which is no longer applicable.
  - Article 16: Holidays – Section 16.2 add a sentence defining when a holiday begins for purposes of calculating when holiday pay begins.
  - Article 17: Flexible Time Off –
    - Add the reduced schedule of FTO accrual for employees hired after January 1, 2018.
    - Add a language to the EMB if the City is planning to make a substantial change to the EMB it will notify the Union prior to any Council action.
    - Delete section 17.5 regarding Personal Conversion Account.
  - Article 23: Duration – 2 years (2018 and 2019)

- The following are the benefits agreed to by the parties:
  - Article 11: Wages –
    - 2018 = 1% general wage increase effective January 1, 2018 and a \$1000 lump sum payment.
    - 2019 = 1.5% general wage increase effective January 1, 2019.
    - New Benefit: Field Training Officer pay of \$0.50/hour.
  - Article 14: Active Employee Group Insurance Benefits – City pays the full premium amount for medical, dental and vision insurance under the Local 49 Health and Welfare Fund.
  - Article 16: Holidays – Change the holiday pay from 84 hours per year to 92 hours per year.
  - Article 17: Flexible Time Off –
    - Section 17.4 – Change the accrual for the Extended Medical Benefit from 32 hours per year to 64 hours per year.
    - Section 17.4 – Give current officers and any new officers hired after January 1, 2018, 84 hours of Extended Medical Benefit.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 18-0249      **Version:** 1      **Name:** Approve the eligibility list for Firefighter Trainee and appoint two candidates on the City of Grand Rapids Fire Department.

**Type:** Agenda Item      **Status:** Administration Department

**File created:** 4/5/2018      **In control:** City Council

**On agenda:** 4/9/2018      **Final action:**

**Title:** Approve the eligibility list for Firefighter Trainee and appoint two candidates on the City of Grand Rapids Fire Department.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Approve the eligibility list for Firefighter Trainee and appoint two candidates on the City of Grand Rapids Fire Department.

**Background Information:**

At the December 20, 2017 City Council meeting, the Council approved the Grand Rapids Fire Department to advertise for and establish an eligibility list for the position of Firefighter Trainee for the City of Grand Rapids. After successful completion by the candidates of a written and physical agility test, oral interviews were conducted with them by 1st Assistant Bryan Zuehlke, 2nd Assistant John Linder, Captain Travis Cole, Captain Shawn Graeber and Firefighters Andy Horton, Tony Clifton, and Jake Barsness. The interview committee is recommending that we place six candidates on an eligibility list for a period of one year or at the Fire Chief's discretion.

The Fire Chief has reviewed the eligibility list and once the City Council has approved the recommended appointment(s), background checks, drug screening, physical and psychological testing will begin. The Fire Chief is recommending placing Paul Martinetto and Jeremy Gambill on the roster as Firefighter Trainees subject to successful completion of the aforementioned items.

**Staff Recommendation:**

The Interview Committee, along with Fire Chief Mike Liebel, is recommending the following be placed on an eligibility list (in alphabetical order):

1. Jory Danielson
2. Jeremy Gambill
3. Cody Haucke
4. Timothy Lasecki
5. Paul Martinetto
6. Nicholas Rocci

Make a motion to approve the eligibility list for the position of Firefighter Trainee and appoint Paul Martinetto and Jeremy Gambill to the vacant positions on the City of Grand Rapids Fire Department subject to conditions effective immediately.