



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

CITY COUNCIL MEETING AGENDA

Monday, April 08, 2024

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 8, 2024 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

PROCLAMATIONS/PRESENTATIONS:

1. Conduct Oath of Office for Police Officer Sam Hussman

POSITIVE HAPPENINGS IN THE CITY:

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

2. Approve minutes for Monday, March 25, 2024 Worksession and Regular meetings.

VERIFIED CLAIMS:

3. Approve the verified claims for the period March 19, 2024 to April 1, 2024 in the total amount of \$1,036,554.81.

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

4. Review and acknowledge the attached minutes for Boards & Commissions.
 - ~ January 3, 2024 Civic Center Advisory Board
 - ~ January 16, 2024 Golf Board
 - ~ February 14, 2024 Library Board
 - ~ February 15, 2024 PCA Board
 - ~ February 22, 2024 EDA
 - ~ February 28, 2024 Human Rights Commission
 - ~ March 12, 2024 Arts & Culture Commission
 - ~ March 14, 2024 EDA

CONSENT AGENDA:

5. Consider approving the purchase of a snow blade from ASV

6. Consider approving permanent easements for CP 2010-1
7. Considering authorizing Fire Department staff to apply for a HMEP grant from the Minnesota Department of Public Safety.
8. Consider hiring staff for Public Works for the 2024 Spring/Summer Maintenance Season
9. Consider adoption of a resolution accepting a \$600,000 MN Dept. of IRRR Housing grant for the Workforce Housing Project.
10. Consider approving pro-rated license fee refund to Hummingbird Wine Bar & Bistro LLC.
11. Consider adopting inventory of records and State of Minnesota General Records Retention Schedule.
12. Consider entering into an agreement with Sophos Payment Resources/SHI.
13. Consider authorizing an Airport Lease Agreement with Airways Aviation Center Inc.
14. Consider approving golf cart storage agreement with 214 Properties, LLC
15. Consider letter of support for HF 4461/SF 4455 to reduce the market demand and reselling of copper wire in our state.
16. Consider accepting the resignation of Bill Schnell from the Grand Rapids Planning Commission
17. Consider approving seasonal golf contractors for Starter Ranger services for 2024.

SET REGULAR AGENDA:

CIVIC CENTER & PARKS:

18. Consider passing a resolution accepting a donation from Marvin Snyder toward the preservation of Veterans Park.

COMMUNITY DEVELOPMENT:

19. Consider adopting a resolution authorizing an application to the Minnesota Housing Finance Agency Workforce Housing Development Program for the Grand Rapids Workforce Housing Project.
20. Consider authorizing a Match Letter to the Minnesota Housing Finance Agency (MHFA) describing the local sources supporting the City's Workforce Housing Development grant application.

ENGINEERING PUBLIC WORKS:

21. Consider adopting a resolution accepting low bid and entering into an agreement with TNT Construction Group for CP 2010-1, 3rd Avenue NE and 7th Street NE Improvements

FIRE:

- [22.](#) Consider adopting a resolution to accept a donation of three Infant CPR Anytime kits from Servpro of Bemidji, Grand Rapids & Hibbing.

GOLF:

- [23.](#) Consider authorizing purchase of range ball machine from Range Servant America in the amount of \$12,248.50

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR APRIL 22, 2024 AT 5:00 PM

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

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 all City 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.

ATTEST: Kimberly Gibeau, City Clerk



Grand Rapids Police Department Oath of Office

“I, Sam Hussman, do solemnly promise that,
I will support the Constitution of the United States,
the Constitution of the State of Minnesota and the
laws thereof;
and that I will faithfully, honestly and impartially
perform the duties of the “Police Officer” for the
City of Grand Rapids
according to the Constitution and laws of this State.”



CITY OF
GRAND RAPIDS
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CITY COUNCIL WORKSESSION MINUTES
Monday, March 25, 2024
4:00 PM

Councilor Adams called the meeting to order at 4:00 PM.

PRESENT: Councilor Dale Adams, Councilor Molly MacGregor, Councilor Rick Blake. ABSENT: Mayor Tasha Connelly, Councilor Tom Sutherland

STAFF: Chad Sterle, Barb Baird, Laura Pfeifer & Jean Lane, PUC

BUSINESS:

1. Discussion on new joint City/GRPU Enterprise Planning System (ERP) software implementation and funding sources.

Finance Director Baird provides overview of new software program, which will be shared with the Public Utilities Commission. The current software is outdated and not compatible with most City programs. Discussed costs, funding options and implementation timeline.

DEPARTMENT HEAD REPORT:

2. Community Development Department Report

Community Development Director Mattei provides overview of Community Development activities including building permits, construction highlights, building safety activity, economic development, housing development, etc. A full report is available to the public in the packet on our website.

REVIEW OF REGULAR AGENDA:

Upon request, item #13 is moved from Consent to Regular agenda as #19a. No other changes or additions are noted.

There being no further business, the meeting adjourned at 4:50 PM.

Respectfully submitted:

Kimberly Gibeau
 Kimberly Gibeau, City Clerk



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CITY COUNCIL MEETING MINUTES
Monday, March 25, 2024
5:00 PM

Councilor Adams called the meeting to order at 5:00 PM.

PRESENT: Councilor Dale Adams, Councilor Molly MacGregor, Councilor Rick Blake. ABSENT: Mayor Tasha Connelly, Councilor Tom Sutherland

STAFF: Chad Sterle, Rob Mattei, Barb Baird, Bob Cahill, Kevin Ott, Jeremy Nelson, Chery Pierzina

POSITIVE HAPPENINGS IN THE CITY:

Noted continued growth within the City as development projects move forward.

PUBLIC FORUM:

Bob Cahill, 18 Horseshoe Drive, Director of Golf, expresses appreciation of Council, current and past as he retires from the City of Grand Rapids after 30+ years of service.

COUNCIL REPORTS:

Councilor Blake provides overview of recent meetings and action taken including Western Mesabi Mine Pit Board, Coalition of Greater Minnesota Cities and more.

APPROVAL OF MINUTES:

1. Approve minutes for Monday, March 11, 2024 Worksession and Regular meetings and Closed meeting summary.

Motion made by Councilor MacGregor, Second by Councilor Blake to approve Council minutes as presented. Voting Yea: Councilor Adams, Councilor MacGregor, Councilor Blake

VERIFIED CLAIMS:

2. Approve the verified claims for the period March 5, 2024 to March 18, 2024 in the total amount of \$947,988.08 of which \$309,526.25 are debt service payments.

Motion made by Councilor Blake, Second by Councilor MacGregor to approve the verified claims as presented. Voting Yea: Councilor Adams, Councilor MacGregor, Councilor Blake

CONSENT AGENDA:

3. Consider authorizing the Police Department to sell four (4) city owned police squads through Mid State Auto online auction.
4. Consider approving changes to snowplow order
5. Consider adopting a resolution approving a loan to the Enterprise Fund-Pokegama Golf Course.

Adopted Resolution 24-24

6. Consider adopting a resolution approving reimbursement of expenditures for the new joint City/GRPU Enterprise Planning System (ERP) software.

Adopted Resolution 24-25

7. Consider authorizing the Police Department to enter into Educational Tobacco Compliance Check annual plan agreement / contract with Minnesota Department of Human Services.
8. Consider adopting a resolution to authorize an operating transfer from the General Fund to the Civic Center Capital Project Fund.

Adopted Resolution 24-26

9. Consider soliciting quotes for acoustic panels at Yanmar Arena
10. Consider an agreement with Loren Solberg for professional services
11. Consider accepting the Grand Rapids EDA Annual Report for the year 2023.
12. Consider approving purchase of golf course maintenance utility vehicle
13. **Moved to regular agenda as #19a.**
14. Consider approval of three artist agreements for art concepts to be placed at the public dock on Crystal Lake
15. Consider approving change orders for Yanmar Arena Project
16. Consider hiring Seasonal PW Summer Maintenance I worker
17. Consider approving final payment in the amount of \$56,845.63 for Work Scope 5 on the Civic Center Project

Motion made by Councilor Blake, Second by Councilor MacGregor to approve the Consent agenda as amended, moving item #13 to the regular agenda as #19a. Voting Yea: Councilor Adams, Councilor MacGregor, Councilor Blake

SET REGULAR AGENDA:

Motion made by Councilor MacGregor, Second by Councilor Blake to approve the Regular agenda as amended, adding item #19a. Voting Yea: Councilor Adams, Councilor MacGregor, Councilor Blake

ADMINISTRATION:

18. Consider appointment of Jeff Madsen, Joseph O'Toole, and Phillip Murphy to the positions of Police Officer with the Grand Rapids Police Department.

Motion made by Councilor MacGregor, Second by Councilor Blake to approve appointment of Jeff Madsen, Joseph O'Toole and Phillip Murphy as presented. Voting Yea: Councilor Adams, Councilor MacGregor, Councilor Blake

COMMUNITY DEVELOPMENT:

19. Consider adopting a resolution approving a Purchase Agreement with the Grand Rapids Economic Development Authority related to the L&M Distribution Center Project

Motion made by Councilor MacGregor, Second by Councilor Blake to **adopt Resolution 24-27**, approving purchase agreement with GREDA related to L&M Distribution Center project as presented. Voting Yea: Councilor Adams, Councilor MacGregor, Councilor Blake

- 19a. Consider adopting a resolution accepting a grant award of \$72,325.00 from the Office of Traffic Safety (OTS) to be used toward a traffic safety vehicle.

Captain Ott reviewed the grant award and advantages of specified vehicle.

Motion made by Councilor Blake, Second by Councilor MacGregor to **adopt Resolution 24-28**, accepting grant award for \$72,325 from the Office of Traffic Safety as presented. Voting Yea: Councilor Adams, Councilor MacGregor, Councilor Blake

ADJOURNMENT:

There being no further business, the meeting adjourned at 5:35 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk

DATE: 04/03/2024
 TIME: 12:48:52
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 04/08/2024

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
CITY WIDE		
0715808	GOVCONNECTION INC	3,291.11
1915248	SHI INTERNATIONAL CORP	6,929.22
TOTAL CITY WIDE		10,220.33
SPECIAL PROJECTS-NON BUDGETED		
1105530	KENNEDY & GRAVEN, CHARTERED	532.00
TOTAL SPECIAL PROJECTS-NON BUDGETED		532.00
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM SERVICES	41.93
0701650	GARTNER REFRIGERATION CO	2,163.91
1520350	OTIS ELEVATOR COMPANY	3,280.80
TOTAL BUILDING SAFETY DIVISION		5,486.64
COUNCIL/COMMISSION/BOARDS		
1801500	RAMS	1,140.00
TOTAL COUNCIL/COMMISSION/BOARDS		1,140.00
FIRE		
0118100	ARAMARK UNIFORM SERVICES	43.65
0218350	BRIER CLOTHING	59.70
TOTAL FIRE		103.35
PUBLIC WORKS		
0221650	BURGGRAF'S ACE HARDWARE	22.98
0301685	CARQUEST AUTO PARTS	13.91
0315455	COLE HARDWARE INC	12.21
1200500	L&M SUPPLY	142.41
1301213	MARTIN'S SNOWPLOW & EQUIP	46.68
1303039	MCCOY CONSTRUCTION & FORESTRY	840.12
1421700	NUSS TRUCK GROUP INC	86.02
1911545	SKOGLUND ELECTRIC LLC	322.79
2501525	YANMAR COMPACT EQUIPMENT NORTH	6,000.00
TOTAL PUBLIC WORKS		7,487.12

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 04/08/2024

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	51.07
0415529	DONDELINGER FORD	416.00
0601690	FASTENAL COMPANY	10,228.32
1801615	RAPIDS WELDING SUPPLY INC	191.74
TOTAL FLEET MAINTENANCE		10,887.13
POLICE		
0118625	ARROW EMBROIDERY/PHOTO EXPRESS	16.07
0205725	BETZ EXTINGUISHER COMPANY	45.00
0221650	BURGGRAF'S ACE HARDWARE	36.99
0301685	CARQUEST AUTO PARTS	10.48
0409501	JOHN P. DIMICH	4,583.33
0715808	GOVCONNECTION INC	111.10
1200500	L&M SUPPLY	39.96
1309332	MN STATE RETIREMENT SYSTEM	6,587.66
1618125	PRAXAIR DISTRIBUTION INC	92.85
1920555	STOKES PRINTING & OFFICE	23.45
2000400	T J TOWING	147.00
TOTAL POLICE		11,693.89
RECREATION		
0221650	BURGGRAF'S ACE HARDWARE	139.99
1305060	MEDS-1 AMBULANCE SERVICE INC	440.00
TOTAL RECREATION		579.99
CENTRAL SCHOOL		
0218745	ASHLEY BRUBAKER	214.60
0401425	DAKOTA SUPPLY GROUP	471.24
0701650	GARTNER REFRIGERATION CO	928.34
1901535	SANDSTROM'S INC	148.42
TOTAL		1,762.60
AIRPORT		
0914200	INDUSTRIAL LUBRICANT COMPANY	249.00
1309159	MINNESOTA COUNCIL OF AIRPORTS	150.00
1615425	POKEGAMA GOLF COURSE	300.00

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INVOICES DUE ON/BEFORE 04/08/2024

VENDOR #	NAME	AMOUNT DUE
AIRPORT		
2018680	TRU NORTH ELECTRIC LLC	261.91
	TOTAL	960.91
CIVIC CENTER		
GENERAL ADMINISTRATION		
0205153	BECKER ARENA PRODUCTS INC	84.33
0221650	BURGGRAF'S ACE HARDWARE	20.98
1201430	LAKE SUPERIOR CUTTING EDGE LLC	250.00
1601753	PAULS LOCKS AND KEYS LLC	1,390.36
2209421	VIKING ELECTRIC SUPPLY INC	244.50
	TOTAL GENERAL ADMINISTRATION	1,990.17
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE	89.99
0315455	COLE HARDWARE INC	136.67
1415590	NORTHWEST GAS	640.59
	TOTAL	867.25
DOMESTIC ANIMAL CONTROL FAC		
0221650	BURGGRAF'S ACE HARDWARE	159.98
	TOTAL	159.98
GR ARTS & CULTURE CPTL PRJS		
1601301	TOM PAGE SCULPTURE STUDIO	250.00
T001222	GREG MUELLER	250.00
T001473	ANN KLEFSTAD	250.00
	TOTAL	750.00
CIVIC CENTER CAPITAL IMP PJT		
IRA CIVIC CENTER RENOVATION		
0315495	COMMERCIAL REFRIGERATION	56,845.63
0801670	HART ELECTRIC OF NORTHERN MN	8,548.45
0900054	ICS CONSULTING LLC	163,799.64

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 04/08/2024

VENDOR #	NAME	AMOUNT DUE
CIVIC CENTER CAPITAL IMP PJT		
IRA CIVIC CENTER RENOVATION		
1801610	RAPIDS PLUMBING & HEATING INC	120,947.44
2000522	TNT CONSTRUCTION GROUP, LLC	122,600.53
TOTAL IRA CIVIC CENTER RENOVATION		472,741.69
2024 INFRASTRUCTURE BONDS		
CP2010-1 3RD AVE NE RECON		
1900225	SEH	60,960.00
TOTAL CP2010-1 3RD AVE NE RECON		60,960.00
PIR-PERMANENT IMPRV REVOLV FND		
HWY 169 S STREET LIGHTING		
2305453	WESCO RECEIVABLES CORP	4,368.00
TOTAL HWY 169 S STREET LIGHTING		4,368.00
STORM WATER UTILITY		
0301685	CARQUEST AUTO PARTS	12.24
1309495	MINUTEMAN PRESS	592.06
TOTAL		604.30
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$593,295.35
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0113105	AMAZON CAPITAL SERVICES	188.21
0201355	BARBARA BAIRD	466.00
0212126	RICK BLAKE	841.12
0221680	MATTHEW BUSH	16.25
0305530	CENTURYLINK QC	50.49
0315105	COALITION OF GREATER MN CITIES	85.00
0315543	CONSTELLATION NEWENERGY -GAS	766.67
0718015	GRAND RAPIDS CITY PAYROLL	299,629.17
0718070	GRAND RAPIDS STATE BANK	60.00
0815440	HOLIDAY STATIONSTORES LLC	275.00
1015323	KIM JOHNSON-GIBEAU	599.92
1305725	METROPOLITAN LIFE INSURANCE CO	2,015.09
1309199	MINNESOTA ENERGY RESOURCES	3,294.97
1309332	MN STATE RETIREMENT SYSTEM	2,070.00
1309335	MINNESOTA REVENUE	2,239.00
1321750	MUTUAL OF OMAHA	474.58

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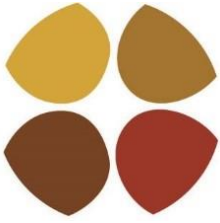
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INVOICES DUE ON/BEFORE 04/08/2024

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1516220	OPERATING ENGINEERS LOCAL #49	124,080.00
1520720	KEVIN OTT	24.00
1601305	THOMAS J. PAGEL	1,126.94
1601750	PAUL BUNYAN COMMUNICATIONS	1,649.21
2000100	TASC	33.75
2114360	UNITED PARCEL SERVICE	53.46
2305825	WEX INC	2,942.51
T001107	KATHY KROOK	16.08
T001111	CINDY ECKERT	8.31
T001117	MICHAEL ECKERT	3.15
T001118	EMMET STEMWEDEL	4.69
T001207	VICKI LORENZ	8.04
T001208	DAVID LORENZ	8.04
T001334	SHEILA BROGGER	26.80
T001337	KATHLEEN THEIS	2.01
T001440	MARGIE HAANPAA	2.68
T001443	LINDA UREVIG	5.36
T001506	JAN BJORKQUIST	8.04
T001507	TAMERA BOURMAN	109.88
T001508	SANDRA CLARK	9.38
T001509	ROBERT LINDAHL	4.02
T001510	ANGELA STORLIE	61.64

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$443,259.46

TOTAL ALL DEPARTMENTS \$1,036,554.81



CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION MEETING MINUTES

Wednesday, February 28, 2024
4:00 PM

MISSION STATEMENT

The Mission of the Grand Rapids Human Rights Commission is to promote a community of harmony and respect for the rights and dignity of all.

CALL TO ORDER: Pursuant to due notice and call thereof, the Human Rights Commission will hold a regular meeting on Wednesday, February 28, 2024 at 4:00 PM in City Hall Council Chambers at 420 North Pokegama Avenue, Grand Rapids, Minnesota.

The meeting was called to order by Commission Chair Krumpotich at 4:00pm.

ROLL CALL:

PRESENT

Commissioner Doug Learmont
Commissioner Amanda Lussier
Commissioner Amy Blomquist
Commissioner Ronald Grossman
Commissioner Bernadine Joselyn
Commission Chair Ed Krumpotich
Council Representative Rick Blake

ABSENT

Commissioner Angella Erickson
Commissioner Joan Gunderman

PUBLIC INPUT (if anyone wishes to address the Commission):

None.

SETTING THE AGENDA: (This is an opportunity to approve the regular agenda as presented or add/delete an Agenda item by a majority vote of the Commission members present.)

Motion made by Commission Chair Krumpotich, Seconded by Council Representative Blake to add two agenda items; 2A. Commissioner Joselyn - Announcement and 6A. Blanket Exercise. Voting Yea: Commissioner Learmont, Commission Chair Krumpotich, Commissioner Joselyn, Commissioner Lussier, Commissioner Blomquist, Commissioner Grossman and Council Representative Blake.

PRESENTATION:

None.

APPROVE MINUTES:

1. Approve January 31, 2024 Minutes

Motion made by Commissioner Joselyn, Seconded by Commissioner Blomquist to approve the minutes from January 31, 2024. Voting Yea: Commissioner Learmont, Commission Chair Krumpotich, Commissioner Joselyn, Commissioner Lussier, Commissioner Blomquist, Commissioner Grossman and Council Representative Blake.

FINANCIALS: No Changes

BUSINESS:

2. Introduction of New City Representative

The Commission welcomed City Council Representative Rick Blake.

2A. Commissioner Joselyn had an announcement for the Commission. Her term has expired, this is her last meeting and she will not be returning for another term. It was also discovered that Commission Chair Krumpotich's term is up and he will not be returning as well.

3. Election of Officers

The Commission tabled this item until their next Commission meeting.

4. Revisit Work Groups

The Commission decided to table the reorganization of the work groups until their next meeting.

5. 2024 Work Plan Finalization

The Commission needs to present the 2024 Work Plan to the City Council. It was suggested to reach out to Vice Chair Erickson to see if she would like to present it to the City Council.

6. City Government Academy

A schedule of the City Government was attached in the packet and a handout was given to the Commissioners regarding information for the City Government Academy. The deadline to sign up is March 15th.

6A. The Blanket Exercise is scheduled for April 8th at 6pm at the Yanmar Arena with the City Council and the Arts & Culture Commission. It was requested that the Human Rights Commission participate and fund this Event.

Motion made by Commissioner Joselyn, Seconded by Commission Chair Krumpotich, to partner with the Arts & Culture Commission and approve funding for the Blanket Exercise at Yanmar Arena on April 8th, 2024, up to half of the cost or a not to exceed

amount of \$500, whichever is less. Voting Yea: Commissioner Learmont, Commission Chair Krumpotich, Commissioner Joselyn, Commissioner Lussier, Commissioner Blomquist, Commissioner Grossman and Council Representative Blake.

UPDATES:

7. Onboarding & Training

The Onboarding Packet issue has been resolved and will go out to new Commissioners who are appointed for March 1, 2024.

Discussion that the State Human Rights Commission no longer offers training. But there are still a variety of things available and if requested, they may send a speaker up here from St. Paul.

8. Work Group Updates

- A) Community Event Work Group; Joselyn, Lussier and Gunderman
- B) Data and Demographics; Erickson, Krumpotich and Blomquist
- C) Programming and Presentations; Joselyn, Krumpotich and Erickson

8C. Commissioner Joselyn suggested that the Commission should bring in more programming from the Community. With the Commission's approval, someone from the existing Local Pride Group or the new group that has formed, could come and speak.

8A. Discussed that the Commission could do a better job of partnering with Schools, Businesses, Community and the Native Education Program. It was recommended to continue with the three events on the Work Plan; Pride, Juneteenth and Indigenous People's Day.

8B. Data and Demographics of the Community as a whole helps the Commission hit topics or situations that the Community may face. This information assists the Commission to prepare, be aware of and see the broader picture of what may impact our Community. The Commission needs to share information that they learn to educate people.

9. Banner Placement Update

The Commission discussed the email handout from Vice Chair Erickson regarding the posters. City Council Representative Blake really liked the last sentence on the poster, that it could be separated on it's own. There was no motion on purchasing the posters at this time.

CALLS/COMPLAINTS/INQUIRIES:

None.

SET AGENDA FOR NEXT MEETING:

BUSINESS:

- 2. Introduction of New Commissioners
- 3. Election of Officers
- 4. Reorganization of Work Groups
 - A. Community Event Work Group; Lussier and Gunderman
 - B. Data and Demographics; Erickson and Blomquist

C. Programming and Presentations; Erickson

5. 2024 Work Plan
6. Poster/Banner Placement
7. Approve Onboarding Packet

UPDATES:

8. Nami Training
9. Blanket Exercise Attendance

ADJOURN:

Meeting adjourned at 5:05pm.
Respectfully submitted by Cynthia Lyman



CITY OF
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ARTS & CULTURE COMMISSION
MEETING MINUTES
Tuesday, March 12, 2024
3:45 PM

CALL TO ORDER:

The meeting was called to order by Chair Hedlund at 3:48pm.

ROLL CALL:

PRESENT:

Commissioner Ed Zabinski
Commissioner Kari Hedlund
Commissioner Myrna Peterson
Commissioner Aaron Squadroni
Commissioner Angie Miskovich
Commissioner Derek Fox
City Administrator, Tom Pagel
MacRostie Program Manager, Emily Carlson

ABSENT:

Commissioner Jennifer Gorman
Commissioner Amanda Lamppa
Commissioner Sara Slaubaugh

PUBLIC INPUT: (if anyone wishes to address the Commission)

Commissioner Miskovich asked to whom do people talk to regarding First Friday and the Commission said that there is information on the Grand Rapids Arts website.

SETTING THE AGENDA:

Motion made by Commissioner Zabinski, Seconded by Commissioner Peterson to add Agenda Item 9A, Artist in Residence. Voting Yea: Commissioner Zabinski, Commissioner Hedlund, Commissioner Peterson, Commissioner Squadroni, Commissioner Miskovich and Commissioner Fox.

CORRESPONDENCE:

None.

APPROVE MINUTES:

1. Approve February 6, 2024 Minutes

Motion made by Commissioner Squadroni, Seconded by Commissioner Miskovich to approve the February 6, 2024 Minutes. Voting Yea: Commissioner Zabinski, Commissioner Hedlund, Commissioner Peterson, Commissioner Squadroni, Commissioner Miskovich and Commissioner Fox.

FINANCIALS: No Change.

No motion as there was no change to the financials.

BUSINESS:

2. Riverfest 2024

The Commission brainstormed about art at Riverfest. Possibly something for the long term that could be a permanent display, which could be added to over the years. There was also a mention of a Riverfest billboard somewhere near the library that could display the event date. One other mention was a possible project for the college students, which there would have to be a conversation with the college around July or August.

3. Mayor's Art Award

Emily Carlson, MacRostie Program Manager, discussed that last year the Commission did nominations for the Mayor's Art Award in July and they were posted in October. The process and the timeline have changed over the years, but the Commission will decide when to do the nominations and where they want to do the announcement.

Motion made by Commissioner Peterson, Seconded by Commissioner Squadroni to give the Mayor's Art Award Announcement at the 1st Friday Art Walk in October, with the nominations due by the June 4th, 2024 Arts & Culture Meeting. Voting Yea: Commissioner Zabinski, Commissioner Hedlund, Commissioner Peterson, Commissioner Squadroni, Commissioner Miskovich and Commissioner Fox.

4. Strategic Plan

The Commission discussed that due to Covid, the Strategic Plan was interrupted and it needs to be updated. This item was discussed with New Commissioner Training.

5. New Commissioner Training

The Commission discussed that there is a need for training in new commissioners. The Commission would like to create a New Commissioner Packet to be given to new appointees so that they get a better understanding of the the Arts & Culture Commission. They would also like to update their Strategic Plan. City Administrator, Tom Pagel asked that Cindy Lyman send the Human Rights Commission Onboarding Packet and their Work Plan out to the Commissioners as an example.

Motion made by Commissioner Fox, Seconded by Commissioner Zabinski to approve a subcommittee of Commission Chair Hedlund and Commissioners Miskovich and Peterson to work on updating the Strategic Plan and creating a New Commissioner Packet. Voting Yea: Commissioner Zabinski, Commissioner Hedlund, Commissioner Peterson, Commissioner Squadroni, Commissioner Miskovich and Commissioner Fox.

6. Old Central School Sculpture/Welcome Sign Proposal

The TruNorth Salon submitted a “Proposal” to the Commission requesting a “Rainbow Sculpture/Welcome Sign” on the Central School Grounds. They are looking for assistance in concept development, fundraising-budget and basically help on all aspects in how to do move forward. City Administrator Tom Pagel said it is a City Park, that the City Council would need to be involved and agreed that the sign needs to be replaced. Commissioner Zabinski will talk to her and bring an update back to the Commission.

UPDATES:

7. NE Neighborhood Art Project

MacRostie Program Manager Emily Carlson gave an update on the artists for the NE Neighborhood Art Project at the Crystal Lake Fishing Pier. The three artists who were finalists for the NW Neighborhood Art Project are all on board with this new location. City Administrator Tom Pagel asked Emily Carlson to let the artists know that the NW Neighborhood Art Project has been closed while the development of a Master Plan is being put together. The deadline to present their art for the Crystal Lake Fishing Pier art could be set to April. Tom Pagel and Emily Carlson will connect to schedule.

8. Blandin Mural

Commissioner Squadroni gave an update regarding the Blandin Foundation Mural. After some investigation and talking to Leah Yellowbird, the mural could be photographed using high resolution and put on vinyl. This would preserve it before it gets wrecked completely. So, the first step would be preservation. Commissioner Squadroni would talk to photographers to get estimates.

9. Blanket Exercise

Commissioner Peterson is looking for a headcount for the Blanket Exercise to be held on April 8th at the Yanmar Arena, after the City Council meeting at 6pm.

9A. Artist in Residence. It was requested that they meet with the Commission around either the May or June Arts & Culture Meeting.

ANNOUNCEMENTS:

None.

SET AGENDA FOR NEXT MEETING:

BUSINESS:

2. Riverfest 2024

UPDATES:

3. Strategic Plan/New Commissioner Training Subcommittee
4. Old Central School Sculpture/Welcome Sign Proposal
5. NE Neighborhood Art Project
6. Blandin Mural
7. Blanket Exercise RSVP
8. Pokegama Band Map

ADJOURN:

Motion made by Commissioner Squadroni, Seconded by Commissioner Fox to adjourn at 5:12pm. Voting Yea: Commissioner Zabinski, Commissioner Hedlund, Commissioner Peterson, Commissioner Squadroni, Commissioner Miskovich and Commissioner Fox.

Respectfully submitted by, Cynthia Lyman.



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

CIVIC CENTER ADVISORY BOARD
MINUTES
Wednesday, January 03, 2024
5:00 PM

CALL TO ORDER:

The meeting was called to order by Chairman Carlson at 5:02pm.

ROLL CALL:

PRESENT:

GRAHA Representative Andrew Haarklau
Star of the North Representative Shannon Wourms
At Large Jeremy Carlson
ISD 318 Mark Schroeder
Council Representative Tom Sutherland
City Administrator Tom Pagel
Graha Representative

PUBLIC FORUM: (if anyone wishes to address the Board):

SETTING THE AGENDA: This is the time for a Board Member to request an addition or removal of an item to the agenda.

CORRESPONDENCE:

APPROVE MINUTES:

1. Approve Minutes from October 4, 2023

Motion made by At Large Carlson, Seconded by ISD 318 Schroeder to approve the October 4, 2024 Minutes. Voting Yea: GRAHA Representative Haarklau, Star of the North Representative Wourms, Council Representative Tom Sutherland, At Large Carlson and ISD 318 Schroeder.

BUSINESS:

2. Elect Chair and Vice Chair

Motion made by Council Representative Tom Sutherland to nominate At Large Jeremy Carlson as the Chair, GRAHA Representative Andy Haarklau as the Vice Chair, Seconded by ISD 318 Schroeder. Voting Yea: GRAHA Representative Haarklau, Star of the North Representative Wourms, Council Representative Tom Sutherland and ISD 318 Schroeder. At Large Carlson abstained.

3. Discuss Construction Budget and Contingency

Discussion around both the Budget Comparison (Current 23/2024, 24/2025 and 25/2026) and the Contingency Fund Balance Spreadsheets that City Administrator Tom Pagel handed out to the Board. They discussed revenues, expenditures and the State Bonding affects. Tom Pagel said he will email out new agreements and departed the meeting.

4. Discuss State Bonding Contracts and How They Will Affect the Arena Budget

This Agenda Item was discussed with Agenda Item 3.

UPDATES:

Graha has formed an Alumni Committee to figure where to place all of the historic memorabilia. Dale Anderson, Yanmar Arena Director, will contact Amanda Lampa and also include Star of the North Rep Shannon Wourms in the discussion.

SET AGENDA FOR NEXT MEETING:

BUSINESS:

2. Review Construction Budget

UPDATES:

3. Agreements
4. Graha Alumni Committee

ADJOURN:

Adjourn at 5:53pm

ATTEST:

Respectfully submitted by Cynthia Lyman



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

POKEGAMA GOLF COURSE BOARD MEETING MINUTES

**Tuesday, January 16, 2024
 7:30 AM**

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Pokegama Golf Course Board will be held on Tuesday January 16, 2024, at 7:30 AM at Pokegama Golf Course, 3910 Golf Course Road, Grand Rapids, Minnesota. Rick McDonald called the meeting to order at 7:30AM.

ROLL CALL: Rick McDonald, John Bauer, Tom Lagergren, John Ryan

PUBLIC INPUT: None

SETTING THE AGENDA: (This is an opportunity to approve the regular agenda as presented or add/delete an Agenda item by a majority vote of the Board members present.)

The Agenda was approved as presented. Motion by Tom Lagergren second by John Bauer Motion Approved

APPROVE MINUTES:

1. Approve Golf Board Minutes from December 19, 2023 Golf Board Meetings . John Bauer made a motion to approve the Minutes. Tom Lagergren Second. Motion Approved

CLAIMS AND FINANCIAL STATEMENTS:

2. A review of the financials took place. Tom Lagergren made a motion to approve the claims in the amount of 43,824.92 Second by Rick McDonald Motion Approved.

VISITORS:

REPORTS:

BUSINESS:

3. Review Flooring quotes Quotes were received from

Northland Flooring and Design	\$14,020 plus sales tax
Floor to Ceiling	\$14,504 plus sales tax

Rick McDonald made a motion to accept the low quote of \$14,020 from Northland Flooring. John Bauer second. Motion approved

Bob will bring this item to council for approval to move forward.

CORRESPONDENCE AND OPEN DISCUSSION:

ADJOURN: Motion made by John Bauer Second by Tom Lagergren Motion Carried.

Minutes respectfully submitted by Bob Cahill



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

**POLICE COMMUNITY ADVISORY
 BOARD SPECIAL MEETING MINUTES**
Thursday, February 15, 2024
4:00 PM

The Purpose of the Grand Rapids Police Community Advisory Board (The Board) shall be to establish and enhance communication between Grand Rapids residents, Police Department and City Council. Together, the Advisory Board and Police Department will identify and focus on public safety issues and collaborate with community leaders, community organizations and stakeholders in developing solutions to multi-faceted community concerns. The Board provides recommendations to the Chief of Police and City Council as to how issues should be addressed.

CALL TO ORDER: Pursuant to due notice and call thereof, the Police Community Advisory Board will hold a special meeting on Thursday, February 15, 2024, at 4:00 PM in City Hall Council Chambers at 420 North Pokegama Avenue, Grand Rapids.

Board Chair Connolly called meeting to order at 4:01 PM.

ROLL CALL:

PRESENT

Board Chair Stephen Connolly, Board Member Dan Butterfield, Board Member Jessica Malmquist, Board Member Tom Neustrom, Board Member Nikki Roberts, Board Member Kerry Clausen

ABSENT

Board Member Pam Dowell, Board Member Wendy Uzelac, Board Member Cassey Casteel

Staff Present: Chief Morgan and Captain Ott

BUSINESS:

1. **GRPD Staffing Level Review**

Chief Morgan presented a PowerPoint 'GRPD Staff Review and COPS Grant'.

Discussion was had about population and officer ratios, the increase in calls this past year, who is involved with budget talks, administration's response to budget, officer wages, marketing for officer job postings, and minimum number of officers on a shift.

- 2. Consider letter of support concerning GRPD staffing levels.

Motion to approve Letter of Recommendation to city council from PCAB supporting GRPD staffing increase to 22 licensed officers, made by Board Member Butterfield, Seconded by Board Member Neustrom.

Voting Yea: Board Member Connolly, Board Member Malmquist, Board Member Clausen, Board Member Roberts

Discussion had about Letter of Recommendation. Pam Dowell would write the draft and email a copy to members. All nine members will sign the letter. Letter should be ready for next workshop, Feb. 26.

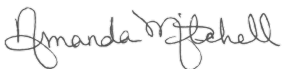
ADJOURN:

Motion made by Board Chair Connolly, Seconded by Board Member Butterfield.

Voting Yea: Board Member Malmquist, Board Member Clausen, Board Member Neustrom, Board Member Roberts

Meeting adjourned at 5:23 PM

Respectfully submitted by:



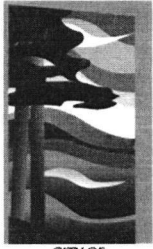
Amanda Mitchell, Administrative Assistant

MEETINGS AND ATTENDANCE

The Board shall meet at minimum, four times each year as determined by the chair. A regular meeting may be cancelled by the chair or a majority of the Board. Every Board member shall be required to attend at least 75% of all meetings each calendar year. Board members who are unable to meet the attendance requirements may be removed by a majority vote of the Board. Prior to a vote considering the potential removal of a member, the member shall be afforded an opportunity to explain his or her reason for non-attendance.

BOARD MEMBERS AND TERM EXPIRATION

Dan Butterfield	12/31/2026	Wendy Uzelac	12/31/2025
Stephen Connolly	12/31/2026	Cassey Casteel	12/31/2024
Pam Dowell	12/31/2026	Kerry Clausen	12/31/2025
Tom Nuestrom	12/31/2025	Nicolette Roberts	12/31/2024
Jessica Malmquist	12/31/2024		



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

GRAND RAPIDS AREA LIBRARY BOARD MEETING MINUTES

Wednesday, February 14, 2024

5:00 PM

CALL TO ORDER: NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Area Library Board will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Wednesday, February 14, 2024 at 5:00 PM.

Chair Martin called the meeting to order at 5:00 PM.

CALL OF ROLL:

Present: Barr, Blocker, Casteel, Dobbs, Martin, Richards, Squadroni

Absent: Kee, Teigland

APPROVAL OF AGENDA:

Motion to approve agenda as presented.

Mover: Richards

Seconder: Dobbs

Result: Passed unanimously

PUBLIC COMMENT (if anyone wishes to address the Board):

Cassey Casteel, Grand Rapids resident, provided comment on library collections and hours.

APPROVAL OF MINUTES:

1. Consider a motion to approve Library Board Meeting Minutes from 01-10-2024.

Motion to approve minutes: Richards

Seconder: Blocker

Result: Passed unanimously

COMMUNICATIONS:

None.

FINANCIAL REPORT & CLAIMS (Roll Call Vote Required):

2. Review financial reports and consider a motion to approve payment of Bill List.
Motion to approve payment of Bill List as presented.
Mover: Dobbs
Second: Blocker
Result: Passed 7-0 roll-call

CONSENT AGENDA (Roll Call Vote Required):

3. Consider accepting donations as listed on the attached resolution.
Motion to approve Consent Agenda as presented.
Mover: Blocker
Second: Dobbs
Result: Passed 7-0 roll-call

REGULAR AGENDA:

4. City Government Academy
Informational
5. Library Advocacy
Informational
6. Arrowhead Library System Invoice for Automation Costs
Informational

UPDATES:

Foundation update by Barr: next meeting is 02-15-2024 at 5:00 PM – CPC.

STAFF REPORTS:

7. Review Library Reports and Statistics
Informational

ADJOURNMENT:

Chair Martin adjourned the meeting at 5:16 PM.

NEXT REGULAR MEETING IS SCHEDULED FOR MARCH 13, 2024, AT 5:00 PM.

ATTEST: Will Richter, Director of Library Services

DATE: 02/07/2024
 TIME: 15:00:42
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 02/14/2024

VENDOR #	NAME	AMOUNT DUE

PUBLIC LIBRARY		
0118100	ARAMARK UNIFORM SERVICES	168.72
0118660	ARROWHEAD LIBRARY SYSTEM	21.00
0201428	BAKER & TAYLOR LLC	2,262.57
0212124	BLACKSTONE PUBLISHING	376.00
0215750	BOUNDARY WATERS JOURNAL	30.00
0305485	CENGAGE LEARNING INC	6,228.00
0315455	COLE HARDWARE INC	26.99
0718010	CITY OF GRAND RAPIDS	1,746.67
0914540	INNOVATIVE OFFICE SOLUTIONS LL	334.09
0914800	INVEST EARLY PROJECT	1,500.00
1309055	MIDWEST TAPE LLC	225.65
1309268	MINNESOTA LIBRARY ASSOCIATION	230.00
1821700	MICHAEL RUSSELL	885.00
1901535	SANDSTROM'S INC	195.91
2018680	TRU NORTH ELECTRIC LLC	102.46
2114356	UNIQUE MANAGEMENT SERVICES	221.35

TOTAL UNPAID TO BE APPROVED IN THE SUM OF: \$14,554.41

CHECKS ISSUED-PRIOR APPROVAL
 PRIOR APPROVAL

0100053	AT&T MOBILITY	54.46
0113105	AMAZON CAPITAL SERVICES	72.82
0605191	FIDELITY SECURITY LIFE	6.90
0718015	GRAND RAPIDS CITY PAYROLL	66,763.10
1209520	EMILY LINDNER	150.00
1301146	MARCO TECHNOLOGIES, LLC	119.08
1305725	METROPOLITAN LIFE INSURANCE CO	76.14
1309199	MINNESOTA ENERGY RESOURCES	118.78
1309335	MINNESOTA REVENUE	58.51
1516220	OPERATING ENGINEERS LOCAL #49	9,612.00
1601750	PAUL BUNYAN COMMUNICATIONS	323.02
1618119	ISABELLA A PRATTO	50.00
1618120	MADELYN R PRATTO	50.00
1621130	P.U.C.	2,231.30
2301700	WM CORPORATE SERVICES, INC	145.86

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$79,831.97

TOTAL ALL DEPARTMENTS \$94,386.38

RESOLUTION NO. 2024-2
A RESOLUTION ACCEPTING DONATIONS

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

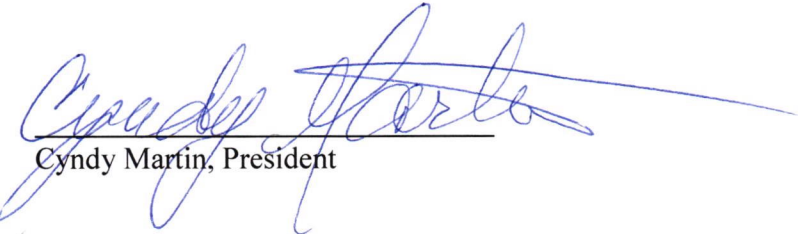
WHEREAS, every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members,

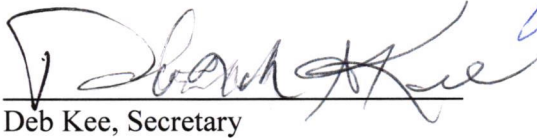
NOW THEREFORE, BE IT RESOLVED, that the Library Board of the City of Grand Rapids, Itasca County, Minnesota, accepts the listed donations and terms of the donors as follows:

Grand Rapids Area Library Foundation – \$2,148.09 (\$1,500 Story Time, 648.09 Children’s Program Supplies)

Nick and Nancy Eltgroth - \$500.00 (undesignated)

Adopted this 14th day of February 2024


Cyndy Martin, President


Deb Kee, Secretary



GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

Thursday, February 22, 2024
4:00 PM

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Economic Development Authority will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Thursday, February 22nd, 2024 at 4:00 PM.

CALL TO ORDER

CALL OF ROLL

PRESENT

Commissioner Al Hodnik
Commissioner Mike Korte
President Sholom Blake
Commissioner Wayne Bruns
Commissioner Tom Sutherland
Commissioner Bill Martinetto

ABSENT

Commissioner Molly MacGregor

SETTING OF THE REGULAR AGENDA - *This is an opportunity to approve the regular agenda as presented, or to add/delete an agenda item by a majority vote of the Commissioners present .*

The Commissioners moved the Business Item 4 before Public Hearing item 3.

APPROVE MINUTES

1. Consider approval of the February 8th, 2024 regular meeting minutes.

Motion by Commissioner Bruns, second by Commissioner Martinetto to approve the minutes from the February 8th, 2024 regular meeting. The following voted in favor thereof: Hodnik, Bruns, Blake, Martinetto, Korte, Sutherland. Opposed: None, motion passed unanimously.

APPROVE CLAIMS

2. Consider approval of claims in the amount of \$3,200.00

Motion by Commissioner Hodnik, second by Commissioner Sutherland to approve claims in the amount of \$3,200.00. The following voted in favor thereof: Sutherland, Korte, Martinetto, Blake, Bruns, Hodnik. Opposed: None, passed unanimously.

BUSINESS

3. Itasca County YMCA - Childcare - Joni Namyst, Executive Director

Staff from the YMCA provided a handout highlighting the accomplishments of this last year and also the growth of the childcare program. They were awarded a 1.4 million dollar grant over the next 3 years from the Blandin Foundation. This helped provide for 64 new childcare spots along with the addition of teachers as well as start a locker room renovation project.

PUBLIC HEARING

4. Conduct a public hearing to consider the conveyance of certain real property to Free Range Food Cooperative.

Community Development Director Mattei provided a power point presentation outlining the scope of the project.

President Blake stated the public hearing this afternoon is to consider the conveyance of parcels 91-415-3630 and 91-41-0610 to the Free-Range Food Cooperative. Recorder Groom noted all notices required by law had been met and no correspondence has been received.

Motion by Commissioner Martinetto, second by Commissioner Sutherland to open the public hearing. The following voted in favor thereof: Hodnik, Bruns, Blake, Martinetto, Korte, Sutherland. Opposed: None, motion passed unanimously.

Brandon Otway, 20176 Carol Street, Grand Rapids provided information on the proposed project.

Becky LaPlant, 502 Hale Lake Lane, Grand Rapids stated we have a need in our community for a food cooperative and supports the proposed project.

Ellen Smilanich, 803 NW 6th Avenue, Grand Rapids supports the proposed project.

Motion by Commissioner Bruns, second by Commissioner Martinetto to close the public hearing. The following voted in favor thereof: Sutherland, Korte, Martinetto, Blake, Bruns, Hodnik. Opposed: None, motion passed unanimously.

UPDATES

Hwy 2 W corridor- Staff met with the State Aid District Engineers today and expressed concerns regarding the Hwy 2 W corridor and they were very receptive to the input provided.

Oppidan- Mr. Mattei is still working on the MFHA workforce housing development grant which is due in April.

Blocks 20&21- The developer has hired an architect to put together a concept for the project.

Downtown project planning- Staff is working on lining up the stops for the tour.

ADJOURN

There being no further business the meeting adjourned at 4:53 p.m.

MEMBERS & TERMS

Tom Sutherland - 12/31/2024 Council Representative

Molly MacGregor - 12/31/2024 Council Representative

Mike Korte - 3/1/24

Wayne Bruns - 3/1/25

Sholom Blake - 3/1/25

Al Hodnik - 3/1/27

Bill Martinetto - 3/1/27



GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

Thursday, March 14, 2024
4:00 PM

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Economic Development Authority will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Thursday, March 14, 2024 at 4:00 PM.

CALL TO ORDER

CALL OF ROLL

PRESENT

Commissioner Al Hodnik
President Sholom Blake
Commissioner Wayne Bruns
Commissioner Bill Martinetto
Commissioner Molly MacGregor
Commissioner Melissa Bahr

ABSENT

Commissioner Tom Sutherland

SETTING OF THE REGULAR AGENDA - *This is an opportunity to approve the regular agenda as presented, or to add/delete an agenda item by a majority vote of the Commissioners present .*

Approved without addition.

APPROVE MINUTES

1. Consider approval of minutes from the February 22, 2024 regular meeting.

Motion by Commissioner Hodnik, second by Commissioner Bruns to approve the minutes from the February 22, 2024 regular meeting. The following voted in favor thereof: Bahr, Martinetto, Blake, MacGregor, Bruns, Hodnik. Opposed: None, motion passed unanimously.

APPROVE CLAIMS

2. Consider approval of claims in the amount of \$9,286.39

Motion by Commissioner Hodnik, second by Commissioner Bruns to approve claims in the amount of \$9,286.39. The following voted in favor thereof: Hodnik, Bruns, MacGregor, Blake, Martinetto, Bahr. Opposed: None, motion passed unanimously.

BUSINESS

3. HWY 35 Project Update – Jack Mitchell and John Hyduke

Jack Mitchell and John Hyduke from the Hwy 35 Project provided in update on funding, building timeline, job creation, security and current legislation. The hope is to be licensed and operational in the first quarter of 2025.

4. Discuss GREDA website update

President Blake welcomed new Commissioners MacGregor and Bahr.

Community Development Director Mattei discussed the need for and updated GREDA website and reviewed the proposal provided by Golden Shovel. The Commissioners would like staff to move forward with the creation of a new website and bring back proposals from other vendors for this project.

5. Consider approval of the proposal for tree clearing and grubbing of City parcel 91-033-1406 and authorize payment in the amount of \$28,710.00.

In order to avoid federal environmental concerns the trees on this parcel need to be removed by the end of March. If approved GREDA will contract with Casper Construction for the removal and L&M will reimbursed them at the time of the sale.

Motion by Commissioner Bruns, second by Commissioner Hodnik to approve the proposal for tree clearing and grubbing on parcel 91-033-1406 and authorize payment in the amount of \$28,710.00. The following voted in favor thereof: Bahr, Martinetto, Blake, MacGregor, Bruns, Hodnik. Opposed: None, motion passed unanimously.

6. Review and consider forwarding to the City Council the GREDA 2023 Annual Report

President Blake commended Community Development Director Mattei and the GREDA for their accomplishments this past year.

Motion by Commissioner MacGregor, second by Commissioner Hodnik to forward the GREDA 2023 Annual Report to the City Council. The following voted in favor thereof: Hodnik, Bruns, MacGregor, Blake, Martinetto, Bahr. Opposed: None, motion passed unanimously.

UPDATES

ADJOURN

There being no further business the meeting adjourned at 5:07 p.m.

MEMBERS & TERMS

Tom Sutherland - 12/31/2024 Council Representative

Molly MacGregor - 12/31/2024 Council Representative

Wayne Bruns - 3/1/25

Sholom Blake - 3/1/25

Al Hodnik - 3/1/27

Bill Martinetto - 3/1/27



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 8th, 2024

AGENDA ITEM: Consider approving the purchase of a snow blade from ASV

PREPARED BY: Matt Wegwerth

BACKGROUND:

The public works department needs to purchase a replacement 84" Virnig snow blade for the ASV.

2 quotes were received:

ASV - \$6,000

Bobcat of Duluth - \$6,085

REQUESTED COUNCIL ACTION:

Make a motion approving the purchase and payment of a Virnig 84" snow blade from ASV in the amount of \$6,000.00.



Bobcat®

of Duluth, Inc.

4610 W Arrowhead Rd
 Duluth, MN 55811
 (218)727-7377
 (218)727-8889 FAX

Customer: City of Grand Rapids	Date: 2/12/2024
Address:	Tel: 218-326-7412
City: Grand Rapids State: MN Zip Code: 55744	Fax:

Stock/SN	Make	Model	Description	Quantity	Price
	Virnig	VAB72	72" Hydraulic Angle Broom	1	\$ 8,120.00
			7 Pin Connector	1	\$ 830.00
			Replacement Wafers	1	\$ 1,210.00
	Virnig	SBS72	72" Straight Hyd Angle Blade	1	\$ 6,085.00
			Replacement Cut Edge	1	\$ 495.00
These would have to be ordered					
					\$ 16,740.00

Trade In Equipment		
Stock/ SN	Description	Allowance
Less: Amount Owed to:		
Net Trade In Allowance:		0

Manufacturers Warranty	Taxable Sub Total	\$16,740.00
Years	Sales Tax 0.000%	\$0.00
Hours	Fees and Taxes	
(Whichever Occurs First)	2Yr Orange Protection	
	UCC FEE	
Financing / Rebates	KTAC Insurance	
Interest Rate	Net	\$16,740.00
Length of Term	Cash Down	
Monthly Payment	Balance to Pay or Finance	\$16,740.00

Acceptance of Order		
Buyers Signature:	Sellers Name:	Bobcat of Duluth
Title:	Sales Rep:	Lance Raatsi
Date:	Date:	



OUTLET STORE

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

DATE: 3/27/2024

PO: Item 5.

SALESPERSON: LANCE SCHJENKEN

NEW CUSTOMER REQUIRES CREDIT APPLICATION

PAYMENT TERMS: CASH/CHECK

EQUIPMENT SALES QUOTE/ORDER FORM

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

QTY	NEW / USED	SERIAL #	PART #	DESCRIPTION	AMOUNT
1	NEW		MISC	84" VIRNIG SNOW BLADE	\$ 6,000.00

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

WARRANTY ON EQUIPMENT

FROM: _____ TO: _____

TAX EXEMPT
YES

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

BUYERS SIGNATURE: _____

ACCEPTANCE OF ORDER:

SELLERS SIGNATURE: *Lance A. Selzer* 3/27/24

COMMENTS/ADDITIONAL INSTRUCTIONS:

SUBTOTAL \$	\$ 6,000.00
NET TRADE IN ALLOWANCE \$	_____
LESS RENTALS PAID \$	_____
FREIGHT \$	_____
TAXABLE TOTAL \$	\$ 6,000.00
SALES TAX \$	_____
NET \$	_____
CASH DOWN \$	_____
BALANCE DUE \$	\$ 6,000.00

LOW ARE A PART HEREOF AND BINDING UPON THE PARTIES HERETO. BUYER HAS \$ OF SALE IN THE PAGES TO FOLLOW. THIS SALES ORDER ACKNOWLEDGEMENT IN ORDER FOR YOUR ORDER TO BE SCHEDULED FOR PRODUCTION.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 8th, 2024

AGENDA ITEM: Consider approving permanent easements for CP 2010-1

PREPARED BY: Matt Wegwerth

BACKGROUND:

CP 2010-1 requires the purchase of 2 permanent easements to properly construct the project. The two parcels are listed below:

Parcel: 91-415-0390
Owner: Gary J. and Patricia T. Doyle
Payment Amount = \$952.24

Parcel: 91-415-0310
Owner: Joan Richardson
Payment Amount = \$450.00

Total amount of the easements is \$1,402.24.

REQUESTED COUNCIL ACTION:

Make a motion approving two permanent easements and authorize payment in the amount of \$1,402.24 for CP 2010-1.



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

ENGINEERING DEPARTMENT

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

OFFER LETTER

March 19, 2024

Gary J. and Patricia T. Doyle
 25886 N Balsam
 Bovey, MN 55709

RE: Purchasing Public Service and Infrastructure Easement

Dear Mr. and Mrs. Doyle,

The City of Grand Rapids hereby submits to you an offer of **\$952.24**, which is the amount of the minimum easement value of the above referenced property and/or certain rights therein, as contained in "PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT EXHIBIT" attached hereto, disregarding any change in the before value of the property caused by **NE 3rd Ave & NE 7th Street Reconstruction** 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.

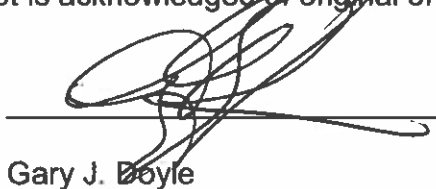
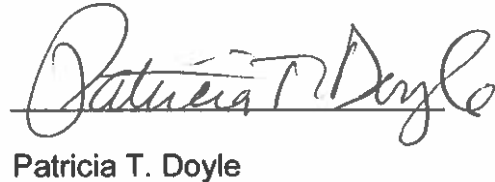
This letter is furnished to inform you of procedures and your rights in this acquisition. It is respectfully requested that you acknowledge its receipt by signing the attached copy in the space provided. Signing this acknowledgment does not in any way commit you to an acceptance of the offer.

Sincerely,



By: Matt Wegwerth, PE
Director of Public Works/City Engineer

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


Gary J. Boyle
Patricia T. Doyle

Offer Summary

Revised Offer	Area	\$/sf	Total	Notes
	320 sf	\$ 1.70	\$ 544.00	Area of new curb and gutter
	280 sf	\$ 0.85	\$ 238.00	Grading for new curb, 2' wide
	608 sf	\$ 0.28	\$ 170.24	Additional area for utilities and sloping
Total	1208 sf		\$ 952.24	

A Permanent Infrastructure Easement over, under, across and through that part of Lot 24, Block 3, GRAND RAPIDS FIRST DIVISION, according to the recorded plat thereof, Itasca County, Minnesota, described as follows:

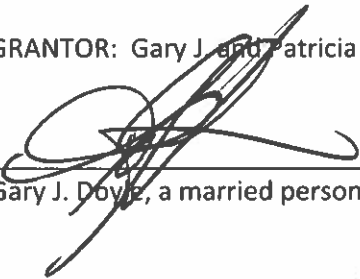
Beginning at the intersection of the east line of said Lot 24 and the north line of the Northwest Quarter of the Northeast Quarter of Section 21, Township 55 North Range 25 West, said Itasca County (also known as the Northeast corner of said Lot 24); thence South 00 degrees 06 minutes 53 seconds West along said east line of Lot 24, a distance of 10.12 feet; thence North 89 degrees 56 minutes 36 seconds West, a distance of 138.96 feet to the west line of said Lot 24; thence North 00 degrees 03 minutes 56 seconds West along said west line of Lot 24, a distance of 7.26 feet to said north line of the Northwest Quarter of the Northeast Quarter; thence North 88 degrees 52 minutes 34 seconds East along said north line, a distance of 139.02 feet to the Point of Beginning.

Containing 1,208 SF, more or less.

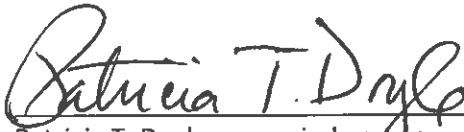
Easement shown on attached EXHIBIT No. 1

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed on the day and year first above written.

GRANTOR: Gary J. and Patricia T. Doyle, a married couple.



Gary J. Doyle, a married person



Patricia T. Doyle, a married person

STATE OF MINNESOTA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 28 day of March, 2024, by **Gary J. and Patricia T. Doyle, a married couple**, Grantor.

(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: Daniel J. Bemboom, PLS (Lic. 46562, MN), Short Elliott Hendrickson Inc. 1200 SE 4th Ave, Suite 200, Grand Rapids MN 55744 for the City of Grand Rapids, MN, 420 N Pokegama Avenue, Grand Rapids, MN 55744.

PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT

THIS INDENTURE is made and entered into this 28th day of March, 2024, **Gary J. and Patricia T. Doyle, a married couple**, of Grand Rapids, Minnesota, 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 91-415-0390

Existing Legal Description (Doc. No. 746933)

THE NORTH 19 FEET OF LOT 22, AND ALL OF LOTS 23 AND 24, BLOCK 3, GRAND RAPIDS FIRST DIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, ITASCA COUNTY, MINNESOTA.

WHEREAS, Grantor has agreed to grant Grantee an easement for public service and infrastructure 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:
Rights to be Acquired:

Parcel 91-415-0390






Gary J. and Patricia T. Doyle, a married couple.

DESCRIPTION OF PROPOSED PERMANENT INFRASTRUCTURE EASEMENT

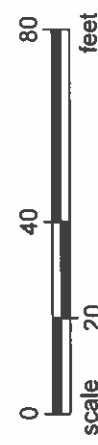
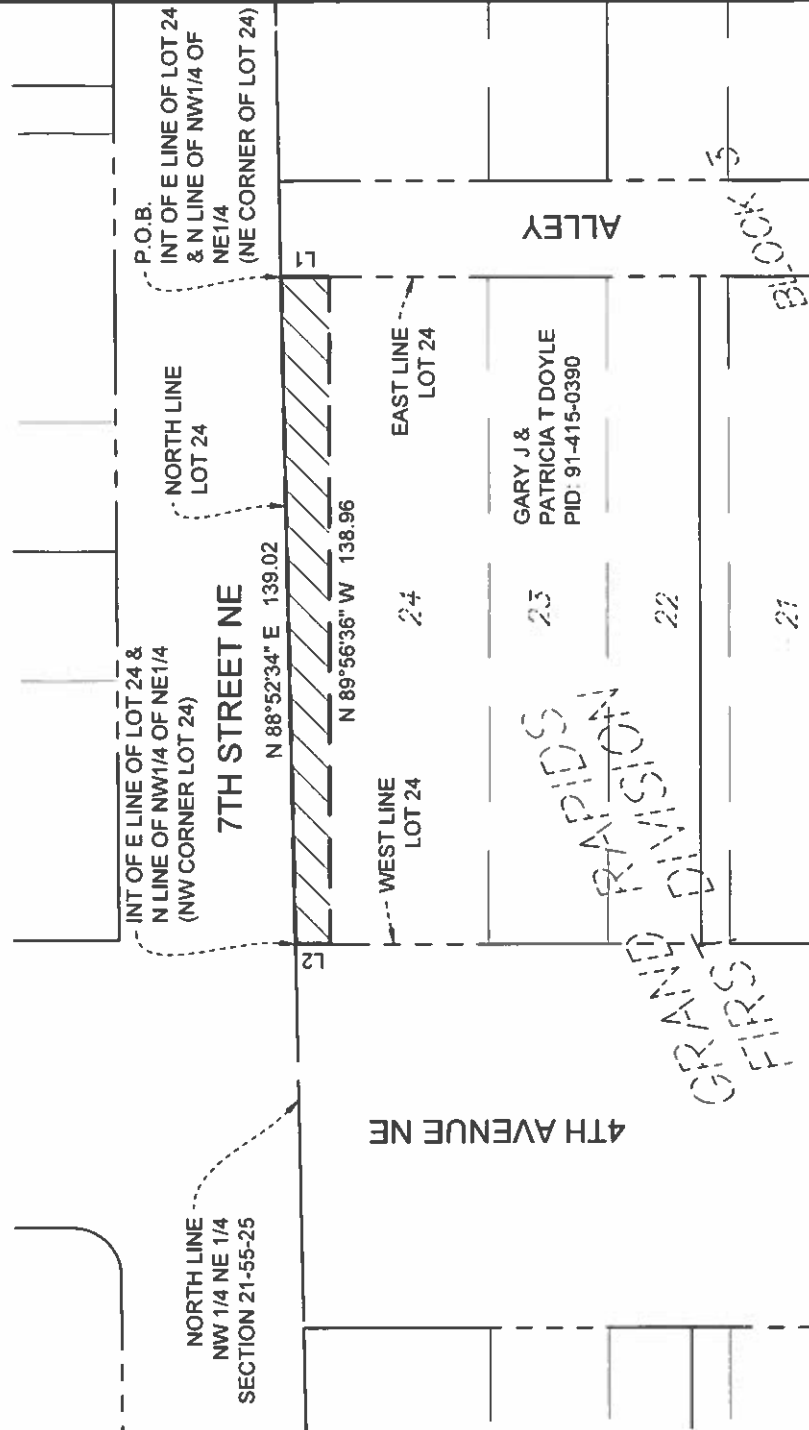
A Permanent Infrastructure Easement over, under, across and through that part of Lot 24, Block 3, GRAND RAPIDS FIRST DIVISION, according to the recorded plat thereof, Itasca County, Minnesota, described as follows:

Beginning at the intersection of the east line of said Lot 24 and the north line of the Northwest Quarter of the Northeast Quarter of Section 21, Township 55 North Range 25 West, said Itasca County (also known as the Northeast corner of said Lot 24); thence South 00 degrees 06 minutes 53 seconds West along said east line of Lot 24, a distance of 10.12 feet; thence North 89 degrees 56 minutes 36 seconds West, a distance of 138.96 feet to the west line of said Lot 24; thence North 00 degrees 03 minutes 56 seconds West along said west line of Lot 24, a distance of 7.26 feet to said north line of the Northwest Quarter of the Northeast Quarter; thence North 88 degrees 52 minutes 34 seconds East along said north line, a distance of 139.02 feet to the Point of Beginning.

LEGEND

-  PERMANENT EASEMENT
AREA = 1,208 SQ. FT.
-  SECTION LINE
-  R.O.W.
-  PROPERTY LINE
-  LOT LINE

PARCEL LINE DATA		
SEGMENT	LENGTH	DIRECTION
L1	10.12	S 00°06'53" W
L2	7.26	N 00°03'56" W



ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE ITASCA COUNTY COORDINATE SYSTEM, NAD83 (2012 ADJ)

EASEMENT EXHIBIT FOR:
 620 4TH AVENUE NE
 GRAND RAPIDS, MN 55744

GRAND RAPIDS, MINNESOTA
 SEH Project GRANR 176779
 Drawn By LCS
 Surveyed By TM
 Checked By DJB

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Daniel J. Bemboom
 DANIEL J. BEMBOOM
 DATE 03/04/2024 LICENSE NO. 46562



EX1

Item 6.

of



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

ENGINEERING DEPARTMENT

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

OFFER LETTER

March 5, 2024

Joan Richardson
 420 NE 7th Street
 Grand Rapids, MN 55744

RE: Purchasing Public Service and Infrastructure Easement

Dear Miss Richardson,

The City of Grand Rapids hereby submits to you an offer of **\$450.00**, which is the amount of the minimum easement value of the above referenced property and/or certain rights therein, as contained in "PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT EXHIBIT" attached hereto, disregarding any change in the before value of the property caused by **NE 3rd Ave & NE 7th St Reconstruction** 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.

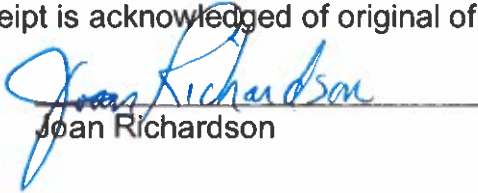
This letter is furnished to inform you of procedures and your rights in this acquisition. It is respectfully requested that you acknowledge its receipt by signing the attached copy in the space provided. Signing this acknowledgment does not in any way commit you to an acceptance of the offer.

Sincerely,



By: Matt Wegwerth, PE
Director of Public Works/City Engineer

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


Joan Richardson

PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT

THIS INDENTURE is made and entered into this 1st day of April, 2024, **Joan Richardson, a single person**, of Grand Rapids, Minnesota, 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 91-415-0310
Existing Legal Description (Doc. No. 437477)

LOTS ONE AND TWO (1 & 2), BLOCK THREE (3), GRAND RAPIDS FIRST DIVISION, ACCORDING TO THE PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND STATE.

WHEREAS, Grantor has agreed to grant Grantee an easement for public service and infrastructure 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:
Rights to be Acquired:

Parcel 91-415-0310
Joan Richardson, a single person.

A Permanent Infrastructure Easement over, under, across and through that part of Lot 1, Block 3, GRAND RAPIDS FIRST DIVISION, according to the recorded plat thereof, Itasca County, Minnesota, described as follows:

Beginning at east line of said Lot 1 and the north line of the Northwest Quarter of the Northeast Quarter of Section 21, Township 55 North Range 25 West, said Itasca County (also known as the Northeast corner of said Lot 1); thence South 00 degrees 00 minutes 56 seconds West along said east line of Lot 1, a distance of 12.40 feet; thence North 89 degrees 56 minutes 36 seconds West, a distance of 138.98 feet to the west line of said Lot 1; thence North 00 degrees 00 minutes 56 seconds East along said west line of Lot 1, a distance of 9.53 feet to the north line of said Northwest Quarter of the Northeast Quarter; thence North 88 degrees 52 minutes 34 seconds East along said north line, a distance of 139.01 feet to the Point of Beginning

Containing 1,524 SF, more or less.

Easement shown on attached EXHIBIT No. 1

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed on the day and year first above written.

GRANTOR: Joan Richardson, a single person.

Joan Richardson
Joan Richardson, a single person

STATE OF MINNESOTA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 1 day of April , 20 24 by Joan Richardson, a single person , Grantor.

(Notary Stamp or Seal)



Cindy L Phillips
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: Daniel J. Bemboom, PLS (Lic. 46562, MN), Short Elliott Hendrickson Inc. 1200 SE 4th Ave, Suite 200, Grand Rapids MN 55744 for the City of Grand Rapids, MN, 420 N Pokegama Avenue, Grand Rapids, MN 55744.

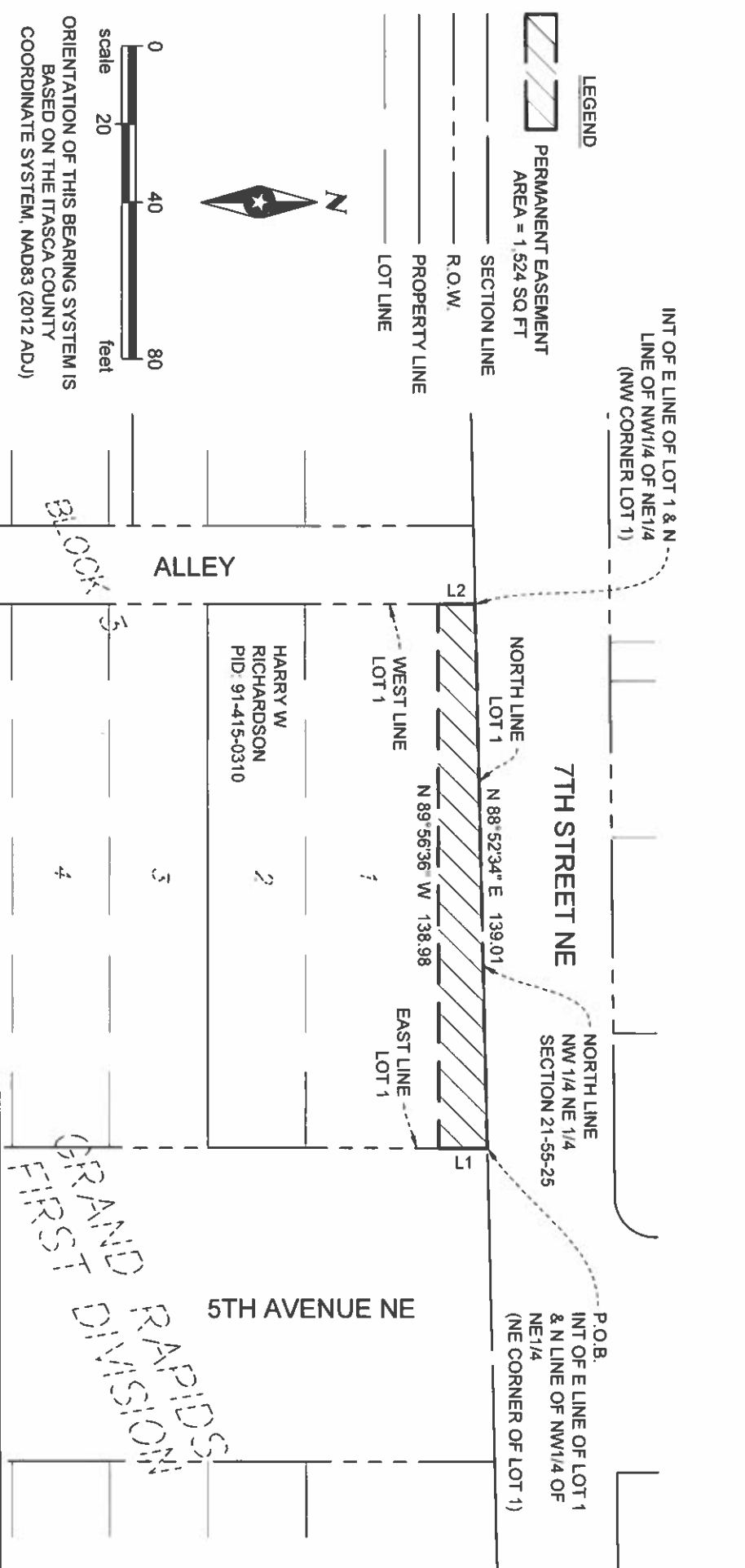
Item 6.

DESCRIPTION OF PROPOSED PERMANENT INFRASTRUCTURE EASEMENT

A Permanent Infrastructure Easement over, under, across and through that part of Lot 1, Block 3, GRAND RAPIDS FIRST DIVISION, according to the recorded plat thereof, Itasca County, Minnesota, described as follows:

Beginning at east line of said Lot 1 and the north line of the Northwest Quarter of the Northeast Quarter of Section 21, Township 55 North Range 25 West, said Itasca County (also known as the Northeast corner of said Lot 1); thence South 00 degrees 00 minutes 56 seconds West along said east line of Lot 1, a distance of 12.40 feet; thence North 89 degrees 00 minutes 36 seconds West, a distance of 138.98 feet to the west line of said Lot 1; thence North 00 degrees 00 minutes 56 seconds East along said west line of Lot 1, a distance of 9.53 feet to the north line of said Northwest Quarter of the Northeast Quarter; thence North 88 degrees 52 minutes 34 seconds East along said north line, a distance of 139.01 feet to the Point of Beginning

PARCEL LINE DATA			
SEGMENT	LENGTH	DIRECTION	
L1	12.40	S 00°00'56" W	
L2	9.53	N 00°00'56" E	



GRAND RAPIDS,
MINNESOTA

EASEMENT EXHIBIT FOR:

420 7TH ST NE
GRAND RAPIDS, MN 55744

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

SEH Project GRANR 176779
Drawn By LCS
Surveyed By TM
Checked By DJB

Daniel J. Bemboom
DANIEL J. BEMBOOM
DATE 03/04/2024

LICENSE NO. 46562





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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 04/08/2024

AGENDA ITEM: Considering authorizing Fire Department staff to apply for a HMEP grant from the Minnesota Department of Public Safety.

PREPARED BY: Travis Cole-Fire Chief

BACKGROUND:

The Grand Rapids Fire Department has the opportunity to apply for a grant for our Hazardous Material Chemical Response team to be reimbursed at an 80/20 match to be used for training and educational purposes. This grant will be to send staff to the Cold Zone 2024 Conference MN, IAFC Hazmat Conference in Baltimore, and Hazmat Technician classes for new fire fighters. The twenty percent funding match is accounted for within the Hazmat Contractor compensation team budget and not out of the Fire Budget.

REQUESTED COUNCIL ACTION:

Make a motion to authorize staff to apply for a HMEP grant from the Department of Public Safety to be used for Hazmat training.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 8, 2024

AGENDA ITEM: Consider hiring staff for Public Works for the 2024 Spring/Summer Maintenance Season

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

The Public Works Department hires part-time workers for the Spring/Summer Maintenance Season to work on all city owned property such as parks, athletic fields, rights-of-way, the Itasca Calvary Cemetery, and the Itasca County Airport.

Currently, there are seven (7) returning hires for summer maintenance positions and their starting date, ending date, and rate of pay are listed below:

Marlon Lewandowski	Starting May 6, 2024	Ending October 26, 2024	\$18.00 per hour
Roger Bumgarner	Starting May 6, 2024	Ending October 26, 2024	\$18.25 per hour
Joy Gould	Starting May 6, 2024	Ending October 26, 2024	\$19.00 per hour
Alan Waller	Starting May 6, 2024	Ending October 26, 2024	\$16.50 per hour
Kaylynn Trudel	Starting May 13, 2024	Ending October 26, 2024	\$15.25 per hour
Tyler Johnson	Starting April 9, 2024	Ending September 28, 2024	\$15.25 per hour
Paul Davis	Starting June 3, 2024	Ending October 26, 2024	\$15.25 per hour

There are two (2) new hires for summer maintenance, and their starting date, ending date, and rate of pay are listed below:

Thomas Pogorelc	Starting May 13, 2024	Ending October 26, 2024	\$15.00 per hour
Lindsey Tulla	Starting May 13, 2024	Ending October 26, 2024	\$15.00 per hour

All costs associated with the employment for the returning employees and new hires are included in the 2024 budget.

REQUESTED COUNCIL ACTION:

Make a motion to rehire the seven (7) returning employees and the two (2) new hires, as listed above with the correlating starting date, ending date, and rate of pay.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 8, 2024

AGENDA ITEM: Consider adoption of a resolution accepting a \$600,000 MN Dept. of IRRR Housing grant for the Workforce Housing Project.

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

The City Council previously authorized an application to the MN Dept. of IRRR Housing Program requesting \$750,000 for expenses associated Oppidan, Inc.'s proposed development of a 4-story, 132-unit workforce housing project on a GREDA owned 15-acre site.

The grant has been awarded by the IRRR in the amount of \$600,000 and the attached resolution is required to formally accept the grant.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution accepting a \$600,000 MN Dept. of IRRR Housing grant for the Workforce Housing Project.

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

RESOLUTION NO. 24-

A RESOLUTION ACCEPTING AN \$600,000.00 GRANT FROM THE MN DEPT. OF IRON RANGE RESOURCES AND REHABILITATION DEVELOPMENT HOUSING PROGRAM FOR THE GRAND RAPIDS WORKFORCE HOUSING 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 \$600,000.00 Housing Program grant award from the IRRR for a portion of expenses associated with the planned development of housing on GREDA property by Oppidan, Inc.

Adopted this 8th day of April 2024.

Tasha Connelly, 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.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 8, 2024

AGENDA ITEM: Consider approving pro-rated license fee refund to Hummingbird Wine Bar & Bistro LLC.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

Hummingbird Wine Bar & Bistro dba Unwined Up North has cancelled their wine and beer licensing within the City of Grand Rapids. As the license was only valid for two months of the full year of licensing, Shelley Poulin, Owner/Operator, is requesting a refund prorated for 10 months. The total amount to be refunded would be \$687.50.

REQUESTED COUNCIL ACTION:

Make a motion to approve refund of pro-rated license fee to Shelley Poulin, Hummingbird Wine Bar & Bistro in the total amount of \$687.50.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 8, 2024

AGENDA ITEM: Consider adopting inventory of records and State of Minnesota General Records Retention Schedule.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

Minnesota Statute 138.17 regarding government data requires municipalities to maintain an inclusive inventory of records in their custody along with the approved records retention schedule adopted by the governing body of the records.

Attached is the data inventory as of April 2024 and the Minnesota Records Retention Schedule last updated in 2021.

REQUESTED COUNCIL ACTION:

Make a motion to adopt the City of Grand Rapids data inventory and 2021 State of Minnesota Records Retention Schedule.

Data on Individuals
Maintained by the City of Grand Rapids
April 2024

This document identifies the name, title, and address of the Responsible Authority for the City of Grand Rapids and describes private or confidential data on individuals maintained by the City of Grand Rapids (see Minn. Stat. 13.05 and Minn. Rules 1205.1200).

This document is also part of the City of Grand Rapids’ procedures for ensuring that not public data are only accessible to individuals whose work assignment reasonably requires access (see Minn. Stat. 13.05, subd. 5). In addition to the employees listed, the City’s Responsible Authority, Data Practices Compliance Official, and Data Practices Designee(s) will also have access to all not public data on an as needed basis as part of a specific work assignment.

City of Grand Rapids’ Responsible Authority is:

Kimberly Gibeau, City Clerk
420 N. Pokegama Avenue
Grand Rapids, MN 55744

Direct all questions about this document to the City of Grand Rapids Data Practices Compliance Official:

Tom Pagel, City Administrator
420 N. Pokegama Avenue
Grand Rapids, MN 55744
218-326-7600

Data Maintained by the City of Grand Rapids

The following data are maintained by the City of Grand Rapids

Name of Record, File, Process, Form or Data Type	Description (Understandable to General Public)	Data Classification	Citation for Classification	Employee Work Access
Applicant Records	Completed assessments and results, related documentation, and application forms	Public Private	MSS 13.43	Certain employees on an as needed basis as part of specific work assignments
Attorney Data	Data related to attorney work product or data protected by attorney-client privilege	Private	MS 13.393	Certain employees on an as needed basis as part of specific work assignments
Benefits Enrollment Forms	Employees' medical, dental, deferred compensation, etc. election forms	Private	MS 13.43	Certain employees on an as needed basis as part of specific work assignments
Zoning Permit Applications	Data received from individuals during the process of applying for building permits	Public Non-Public	MS 13.37	Certain employees on an as needed basis as part of specific work assignments
City Council Member data	Data pertaining to City Council members	Public Private Confidential	MS 13.601	Certain employees on an as needed basis as part of specific work assignments
Claims	Claims filed by or against the city	Public Private	MS 13.43	Certain employees on an as needed basis as part of specific work assignments
Complaints by citizens	The identity of individuals who register complaints with government entities concerning violations of state laws or local ordinances concerning the use of real property.	Confidential; the data becomes public when submitted to a court-appointed condemnation commissioner or the data is presented in court for a condemnation proceeding	MS 13.44	Certain employees on an as needed basis as part of specific work assignments
Continuity of Operations	Personal home contact information used to ensure that an employee can be reached in the event of an emergency or other disruption affecting continuity of operation of a government entity.	Private	MS 13.43, subd 17	Certain employees on an as needed basis as part of specific work assignments
Correspondence	Letters and electronic correspondence	Public Private Confidential	Various	Certain employees on an as needed basis as part of specific work assignments
Data on individuals	Data that would identify an individual reporting a violation, suspected violation,	Private	MS 181.932, subd 2	Certain employees on an as needed basis as part of specific work assignments

Name of Record, File, Process, Form or Data Type	Description (Understandable to General Public)	Data Classification	Citation for Classification	Employee Work Access
	or planned violation of any federal or state law or common law or rule adopted pursuant to law to an employer or to any governmental body or law enforcement official;			
Data on individuals	Data that would identify an employee who is requested by a public body or office to participate in an investigation, hearing, inquiry	Private	MS 181.932, subd 2	Certain employees on an as needed basis as part of specific work assignments
Data on individuals with disabilities	Data that identify an individual with a disability or a family member of an individual with a disability	Private	MS 13.64, subd 2	Certain employees on an as needed basis as part of specific work assignments
Deferment Application	Information collected on individuals for the purpose of processing a deferment application	Private Non-Public	MS 13.51, subd 2 MS 13.52	Certain employees on an as needed basis as part of specific work assignments
Drug and Alcohol Testing Results	Employees' test results	Public Private	MS 13.43	Certain employees on an as needed basis as part of specific work assignments
Employee expense reports	Expense reimbursement requests	Public Private	MS 13.43	Certain employees on an as needed basis as part of specific work assignments
Employment Eligibility Verification/I-9 Form	I-9 Forms submitted by employees	Private	MS 13.43	Certain employees on an as needed basis as part of specific work assignments
Examination File	Completed exams administered to applicants & promotional exams administered to employees	Private	MS 13.43	Certain employees on an as needed basis as part of specific work assignments
Family Medical Leave Documents	Data on employees regarding FMLA	Private	MS 13.43	Certain employees on an as needed basis as part of specific work assignments
Garnishments	Data collected on employees relating to child support and/or spousal maintenance	Private	MS 13.43	Certain employees on an as needed basis as part of specific work assignments
Government services transactions data	Credit card, charge card, debit card and other electronic transactions	Private	MS 16A.626	Certain employees on an as needed basis as part of specific work assignments
Grievance Files	Formal written employee grievance and/or complaint filed under a labor agreement or personnel rules, and received by the City.	Public Private	MS 13.43	Certain employees on an as needed basis as part of specific work assignments
Internal audit data	Data created, collected, and maintained for the purpose of performing audits and/or relating to an audit or investigation; working papers gathered or generated until	Public Private Confidential	MS 13.392 MS 13.43 MS 13.37	Finance Director City Administrator Auditor

Name of Record, File, Process, Form or Data Type	Description (Understandable to General Public)	Data Classification	Citation for Classification	Employee Work Access
	the final report is published or audit becomes inactive.			
Medical Data	Medical data of employees disclosed for the purpose of administering claims	Private	MS 13.384 subd, 3	Certain employees on an as needed basis as part of specific work assignments
Personal contact and online account information	Telephone number, email address and usernames and passwords collected, maintained, or received by a government entity for notification purposes or as part of a subscription list for an entity's electronic periodic publications as requested by the individual.	Private	MS 13.356	Certain employees on an as needed basis as part of specific work assignments
Personnel Data	Data about employees, applicants, volunteers and independent contractors; labor relations information	Public Private Confidential	MS 13.43 179A.03, subd 4	Certain employees on an as needed basis as part of specific work assignments
Real property appraisal data (a)	Estimated or appraised values of individual parcels of real property that are made by personnel of the state or a political subdivision or by independent appraisers for the purpose of selling or acquiring land through purchase or condemnation	Confidential Public	MS 13.44, subd 3(a), 3(c)	Certain employees on an as needed basis as part of specific work assignments
Real property appraisal data (b)	Appraised values of individual parcels of real property that are made by appraisers working for fee owners or contract purchasers who have received an offer to purchase their property from the state or a political subdivision	Private Public	MS 13.44, subd 3(b), 3(c)	Certain employees on an as needed basis as part of specific work assignments
Rehabilitation Data	Data collected that pertain to individuals applying for or receiving rehabilitation services	Private	MS 13.791	Certain employees on an as needed basis as part of specific work assignments
Reprimands/Disciplinary Action	Data collected on employees regarding reprimands and/or disciplinary action	Public Private	MS 13.43	Certain employees on an as needed basis as part of specific work assignments
Response to Data Requests	Data collected by Data Practices Compliance Official in responding to requests for data	Public Private	Various	Responsible Authority Data Practices Compliance Official/Designee(s)
Responses to requests for proposal	Responses submitted are private until the responses are opened. All other data on individuals are private until completion of the evaluation process. If all responses are rejected prior to completion of the	Private Public	MS 13.599	Certain employees on an as needed basis as part of specific work assignments

Name of Record, File, Process, Form or Data Type	Description (Understandable to General Public)	Data Classification	Citation for Classification	Employee Work Access
	evaluation process, all data, other than that made public at the opening, are private until re-solicitation or abandonment of the project.			
Responses to Requests for Proposals (RFPs) and requests for bids	Responses to Requests for Proposals (RFPs) and requests for bids	Public Private	MS 13.591	Certain employees on an as needed basis as part of specific work assignments
Responses to Requests for Proposals (RFPs) and requests for bids	Trade secret data in response to Requests for Proposals (RFPs) and requests for bids	Private	MS 13.37	Certain employees on an as needed basis as part of specific work assignments
Social Security Numbers	Social Security numbers assigned to individuals	Private	MS 13.355	Certain employees on an as needed basis as part of specific work assignments
Travel expense/per diem reports for council, commission, and board members	Travel expense reimbursement requests	Public Private	MS 13.601 MS 13.43	Certain employees on an as needed basis as part of specific work assignments
Unemployment compensation billings	Records of billings from DEED for employee unemployment compensation	Private	MS 13.43	Certain employees on an as needed basis as part of specific work assignments
Workers compensation billings and information	Records of billings for employees who receive workers compensation benefits	Private	MS 13.43	Certain employees on an as needed basis as part of specific work assignments



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 04/08/2024

AGENDA ITEM: Consider entering into an agreement with Sophos Payment Resources/SHI.

PREPARED BY: Erik Scott

BACKGROUND:

The IT Department needs to renew licensing for our endpoint protection software solution. We have negotiated with the vendor and secured the same pricing as we were offered in 2021 despite cost increases. Effectively, we were offered three years for the price of two with a three year contract. This agreement binds us to a three-year commitment with annual payments in the amount of \$7,315.88. This is a budgeted item.

REQUESTED COUNCIL ACTION:

Make a motion to enter into an agreement with Sophos Payment Resources/SHI and authorize the Mayor to sign associated documents.

Master Installment Payment Agreement

Customer Information:

Customer's Full Legal Name ("You" and "Your"):

City of Grand Rapids

Address:

420 N Pokegama Ave

City/State/Zip Code:

Grand Rapids, MN 55744-2658

Telephone Number:

218 326-3464 218-326-7600

Federal Tax ID#: 41-6005201

County: Itasca

In this Master Installment Payment Agreement (this "Agreement"), the words "You" and "Your" mean the Customer named above and "We," "Us" and "Our" mean the Company named below. "Supplement" means a supplement, in such form as We may accept in Our sole discretion, that may be entered into from time to time by You and Us for a payment transaction pursuant to this Agreement. You acknowledge and agree that this Agreement and each Supplement represent the complete and exclusive agreement between You and Us regarding the subject matter herein and therein and supersedes any other oral or written agreements between You and Us regarding such matters. This Agreement and each Supplement can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase order or agreement between You and a Supplier) are not part of any IPA (defined below). This Agreement is not a commitment by Us to enter into any Supplement not currently in effect, and nothing in this Agreement shall impose, or be construed to impose, any obligation upon Us to enter into any proposed Supplement, it being understood that whether We enter into any proposed Supplement shall be a decision solely within Our discretion. Each Supplement and the terms of this Agreement which are incorporated by reference into such Supplement shall be referred to as an "IPA". In the event of any conflict between the provisions of this Agreement and the provisions of any Supplement, the provisions of the Supplement shall control. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents.

1. FUNDING AUTHORIZATION; PAYMENTS. With respect to each IPA, You acknowledge having entered into one or more license, subscription and/or product agreements described in the related Supplement (each a "Product Agreement") with one or more licensor(s) and/or supplier(s) (each a "Supplier") pursuant to which You obtained the right to use the software, goods and/or other products referenced therein and/or receive certain services covered under the Product Agreement(s) (collectively, the "Software Products"). Pursuant to the terms of the Product Agreement(s), You are obligated to pay to the Supplier(s) the License Fee amount set forth in the Supplement relating to an IPA on account of the Software Products. You hereby choose to finance the License Fee through Us over a period of time instead of paying the License Fee in cash presently pursuant to the terms and conditions of the IPA.

Each Supplement is binding on You as of the date You sign it (the "Effective Date"). By Your execution of an IPA, You hereby request Us to pay to the Supplier(s) an amount necessary to satisfy Your obligations to the Supplier(s) in respect of the License Fee set forth in the Supplement. You acknowledge that the amount so remitted by Us to the Supplier(s) may be net of any discounts or other financial arrangements or accommodations granted by the Supplier(s) to Us, with any such discount, financial arrangement or accommodation reflected in the Periodic Payment. Each Payment Period, You hereby unconditionally agree to pay to Us the Periodic Payments by the due date set forth on Our invoice to You. If requested by Us, You agree to sign and return a certificate of acceptance with respect to the Software Products. In addition, with respect to each IPA You agree to pay (i) a one-time origination fee in the amount set forth in the related Supplement (the "Origination Fee"), and (ii) upon Our demand all or our costs of filing, amending and releasing UCC financing statements. The Periodic Payments shown in each Supplement are exclusive of taxes. You shall be solely responsible for the payment of all applicable fees, taxes and governmental charges, of any nature, imposed upon or relating to any of the Software Products or this Agreement.

If We do not receive a Periodic Payment in full on or before its due date, then You shall pay a late fee equal to the greater of 10% of the amount that is late or \$29.00 (or the highest amount permitted by law if less). If any check or draft is returned or dishonored, You shall pay Us a fee of \$35.00. You agree that the fees set forth in each IPA may include a profit to us and/or a Supplier. In the event You pay any Periodic Payment in whole or in part prior to the due date thereof, You agree that the entire amount paid will be applied by Us to the next-due installment(s). **Each IPA is non-cancelable for the full Term.**

2. CUSTOMER REPRESENTATIONS AND ACKNOWLEDGMENTS. You hereby represent and warrant to Us that effective on the date You execute this Agreement and each Supplement and until all Periodic Payments have been paid in full: (i) each IPA has been duly authorized, executed and delivered by You and constitutes a legal, valid and binding obligation of You enforceable against You in accordance with its terms, except as enforcement may be limited by bankruptcy or other insolvency-related laws; (ii) the execution, delivery and performance of each IPA will not violate or create a default under any law, regulation, judgment, order, instrument, agreement or organizational document binding on You; (iii) any and all information furnished to Us by You or on Your behalf is true and correct in all material respects; and (iv) You have entered into each IPA solely for commercial purposes and not for personal, family or household purposes.

You hereby acknowledge and agree that: (a) each IPA constitutes a discreet financing agreement, and is separate and distinct from the Product Agreement(s); (b) no breach by any Supplier under a Product Agreement shall relieve You of Your obligations under any IPA; (c) You selected each Supplier and the products subject to the Product Agreement(s) and negotiated the License Fee set forth in each Supplement based on Your own judgment and expressly disclaim any reliance on statements made by Us or Our agents; (d) Your obligations hereunder are absolute, unconditional and irrevocable despite any failure of, or Your dissatisfaction with, any of the products subject to the Product Agreement(s); and (e) Your obligation to make the Periodic Payments under each IPA shall not be subject to any abatement, setoff, claim, counterclaim, adjustment, reduction or defense of any kind.

3. NO WARRANTIES. WE MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE SOFTWARE OR ANY SERVICES, GOODS OR OTHER PRODUCTS COVERED BY THE PRODUCT AGREEMENT(S), INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. YOU WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGE) OR EXPENSE CAUSED BY THE SOFTWARE OR ANY SERVICES, GOODS OR OTHER PRODUCTS COVERED BY THE PRODUCT AGREEMENT(S), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST. YOU ACKNOWLEDGE THAT WE DID NOT MANUFACTURE, DISTRIBUTE, OR LICENSE THE SOFTWARE, GOODS OR OTHER PRODUCTS COVERED BY THE PRODUCT AGREEMENT(S). YOUR OBLIGATIONS UNDER EACH IPA ARE COMPLETELY INDEPENDENT OF THE DELIVERY, PERFORMANCE OR QUALITY OF THE SOFTWARE OR ANY SERVICES, GOODS OR OTHER PRODUCTS COVERED BY THE PRODUCT AGREEMENT(S).

4. TRANSFER OF SOFTWARE PRODUCTS. In consideration of and to secure Your full and timely payment of Your obligations under each IPA, You hereby irrevocably transfer and assign to Us all of Your rights and interests (but not any of Your obligations) in, to and under the Product Agreement(s), including all of Your rights to use and/or receive the Software Products, and to suspend, cancel and/or terminate Your license for any software, goods or other products and rights to receive any services included in such Software Products. This is a present grant to Us, but may be acted upon by Us only after a default by You under the terms of an IPA. You and We each acknowledge that Our rights to use and receive the Software Products may be subject to the provisions of the related Product Agreement and rights of the Supplier thereunder, but, as between You and Us, after a default by You under the terms of an IPA and upon Our written exercise of Our rights hereunder, there shall be a total relinquishment of Your rights in the Software Products to Us. Our rights under this Section 4 shall be referred to as the "Transfer of Rights".

5. SECURITY INTEREST: You grant us a security interest in the Software Products, the Product Agreement, including without limitation, all your rights in the financed items granted thereunder, all rights to payment under the Product Agreement and all proceeds of the foregoing to secure all amounts you owe us under any agreement with

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2

Customer: (identified above) City of Grand Rapids		Company: (identified above) Sophos Payment Resources	
By:	Date:	By:	Date:
Print name: Tasha Connelly	Title: Mayor	Print name:	Title:
		Agreement Number:	

us, and you authorize us to file a UCC financing statement ("UCC-1") to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

6. EVENTS OF DEFAULT. With respect to each IPA, You will be in default if: (1) You fail to pay any amount due under any IPA within 15 days of the due date; (2) You breach or attempt to breach any other term, representation or covenant in this Agreement, any IPA or in any other agreement now existing or hereafter entered into with Us or any Assignee; (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee; (4) You and/or any guarantors or sureties of Your obligations hereunder (i) go out of business, (ii) commence dissolution proceedings, (iii) merge or consolidate into another entity, (iv) sell all or substantially all of Your or their assets, or there is a change of control with respect to Your or their ownership, (v) become insolvent, admit Your or their inability to pay Your or their debts, (vi) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), or (vii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator; and/or (5) Your license to use any software component of the Software Products is canceled, terminated, suspended or materially restricted or limited.

7. REMEDIES. If You default under the terms of any IPA, We may do any or all of the following: (A) require You to pay to Us, on demand, an amount equal to the sum of (i) all Periodic Payments and other fees and charges then due and past due, if any, (ii) all Periodic Payments to become due in the future through the remainder of the Term, discounted (if applicable) to present value calculated using the simple interest method and a per annum rate equal to 3% (or the lowest rate permitted by law, if higher), and (iii) interest on the amounts specified in clauses "i" and "ii" at the rate of 1.5% per month (or the maximum amount permitted by law if less) from the date of demand to the date paid, (B) cancel, terminate, suspend or cause the cancellation, termination and/or suspension of all licenses for Software Products granted to You, and cancel, terminate, suspend or withhold or cause the cancellation, termination, suspension or withholding of Software Products, (C) exercise any rights under any Product Agreement which have been granted to Us by a Supplier, (D) exercise the Transfer of Rights in Software Products as provided in Section 4 above, (E) render the Software unusable by requiring You to remove the Software from any computer or other equipment, (F) exercise any other remedy available to Us under any security agreement securing this IPA, and/or (G) exercise any other remedy available to Us at law or in equity. Upon Our instructions after a default by You under the terms of this IPA, You agree to immediately cease using the Software Products, to deinstall and delete all copies of licensed Software Products from any computer systems owned or controlled by You or used for Your benefit, destroy all written manuals and materials provided with the Software Products, and provide Us with a certificate signed by an officer who is responsible for Your information systems, attesting to such cessation of use and maintenance, deinstallation, deletion, delivery and destruction. We or Our designees will have full and unrestricted access to Your records, computer systems, service provider systems (if any) and facilities to verify Your cessation of use, deinstallation, deletion and destruction. Our remedies hereunder are cumulative and non-exclusive, may be exercised concurrently or successively, and may be specifically enforced. You agree to pay all costs of collection and enforcement of each IPA, including, without limitation, reasonable attorneys' fees, court costs and other reasonable expenses relating directly or indirectly to collection and enforcement. No delay or omission by Us in Our exercise of any right hereunder shall operate as a waiver thereof.

8. ASSIGNMENT. You shall not assign or delegate Your obligations under this Agreement or any IPA, without Our prior written consent, and any such assignment or delegation shall be invalid and of no effect. We may, without notice to You, sell, assign or otherwise transfer Our interests in this Agreement or any IPA, in whole or in part, to a third party (an "Assignee"), in which case the Assignee will, to the extent of such sale, assignment or transfer, have all of Our assigned rights and benefits hereunder and thereunder but will not have to perform any of Our obligations (if any). Any assignment by Us will not relieve Us of Our obligations under this Agreement or any IPA. If We assign an IPA, You further acknowledge and agree that (i) You will not assert against the Assignee any claim, defense or offset that You may have against Us or any predecessor in interest, (ii) neither We nor any Supplier are agents of the Assignee, (iii) the Assignee shall not be responsible for the obligations of any Supplier under a Product Agreement, (iv) no statement, representation or warranty by Us or any Supplier is binding on the Assignee, and (v) neither We nor any Supplier will have any authority to waive or alter any term of such IPA.

9. ENFORCEMENT. This Agreement and each IPA shall be governed by, enforced and construed in accordance with the laws of the state of Our principal place of business or, if We assign this Agreement or an IPA to an Assignee, the laws of the state of the Assignee's principal place of business, and any dispute concerning this Agreement or an IPA shall be adjudicated in a federal or state court in such state or in any other court or courts having jurisdiction over You or Your assets, all at the sole election of Us or Our Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Us or an Assignee in relation to such matters and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding. **YOU AND WE EACH HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION ARISING FROM OR RELATED TO THIS AGREEMENT OR ANY IPA.** If any amount charged or collected under this Agreement or an IPA is greater than the amount allowed by law, then any excess amount charged but not yet paid, will be waived by Us and any such excess amount collected will be refunded to You or applied to any other amount then due hereunder or thereunder. Each provision of this Agreement and each IPA shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision of this Agreement or any IPA is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

10. MISCELLANEOUS. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement or an IPA, and (b) provide Your credit application and information regarding Your account to credit reporting agencies, potential Assignees, Suppliers and parties having an economic interest in this Agreement or an IPA. This Agreement and each IPA, exhibits and other related documents (each a "document") may be executed in counterparts manually or by electronic means, by either party and, when transmitted to Us by fax, electronic or other means, shall be binding on You for all purposes as if manually signed. No document requiring Our signature is binding on Us until We sign it. For purposes of perfection of a security interest in chattel paper under the UCC, only the counterpart of a document that bears Our manually-applied signature and is marked "Original" or with a similar designation by Us or by Our assignee shall constitute "chattel paper" for purposes of perfection by possession, provided that if any document is stored in an electronic medium qualifying as "electronic chattel paper", then the counterpart identified by Us as the single "Authoritative Copy" shall be chattel paper for purposes of perfection by control, and any paper counterpart shall be deemed a copy, except to the extent that a process has occurred by which the electronic record of the chattel paper has been permanently destroyed or identified as being the non-authoritative version and a tangible printed version produced that indicates that it is the sole authoritative version, in which case such tangible version shall constitute the "Original" for purposes of perfection. No security interest in a document can be perfected by possession of any counterpart that is not the "Original", if in tangible form, or by control of the "Authoritative Copy" if in electronic form. For purposes of removing doubt as to the intention of this paragraph, any counterpart marked "Duplicate" or with any other designation identifying it as not being the chattel paper original shall be deemed a copy and possession of such copy shall not perfect any security interest claimed by the person in possession. You waive notice of Our acceptance of the document and receipt of a copy of the originally signed document. Notwithstanding anything herein to the contrary, if You sign or transmit any document to Us electronically, We reserve the right to require You to sign any document manually and to deliver to Us an original of such document containing Your manual signature. Effective on the date that You enter into this Agreement and each IPA, You hereby represent and warrant to Us that (a) this Agreement and each IPA is legally binding and enforceable against You in accordance with its terms and You acknowledge that this representation and warranty is a material inducement to Us to finance the Software Products under this Agreement and each Supplement, and (b) You and any other person who You control, own a controlling interest in, or who owns a controlling interest in or otherwise controls You in any manner ("Customer Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither You nor any Customer Representative is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State.

Exhibit A

Supplement No. 1

This Supplement (this "Supplement") is made and entered into as of this day 04/08/2024, by and between **Sophos Payment Resources** (hereinafter "We," "Us" or "Our") and City of Grand Rapids (hereinafter "You" or "Your"). This Supplement is entered into subject to that certain Master Installment Payment Agreement No. _____, dated on or about 04/08/2024 between You and Us (the "Master Agreement"). All of the terms and conditions set forth in the Master Agreement are hereby reaffirmed and incorporated in and made part of this Supplement, as if fully set forth herein. The Master Agreement together with this Supplement constitute an IPA (as defined in the Master Agreement) and represent the complete and exclusive agreement between You and Us regarding subject matter hereof. Any amendment to the Master Agreement subsequent to the date of this Supplement shall be ineffective as to this Supplement unless otherwise expressly stated in such amendment. In the event of a conflict between the terms of this Supplement and the terms of the Master Agreement the terms of this Supplement shall govern, provided however that Section 9 of the Master Agreement shall always be applicable. You represent to Us that the Product Agreement(s) between Supplier and You is/are in full force and effect, and has/have not been amended, altered or terminated except by the amendments included as part of the Product Agreements and identified in this Supplement and/or provided to Us in connection with this Supplement. You agree that Our remittance(s) to the Supplier shall not be disbursed until We have received all documentation and information required by Us to accept this Supplement, which may include, without limitation, invoices and payment instructions.

For value received, You hereby unconditionally agree to repay Our advance to the Supplier(s) by paying to the order of Us the following Periodic Payments, according to the schedule as set forth below:

Description of Software Products – **INCLUDE DESCRIPTION OF SOFTWARE, GOODS, PRODUCTS AND/OR CERTAIN SERVICES WHICH MAY INCLUDE MAKE, MODEL AND SERIAL NUMBERS (ATTACH ADDITIONAL PAGE IF NECESSARY)**
See attached Schedule A

Supplier(s): SHI International Corp.

Equipment Location: 420 N Pokegama Ave . Grand Rapids, MN 55744-2658

"License Fee" Owed by Customer under Product Agreement(s): \$21,947.65

Term: 40 Months, 3 Annual payments, 120 days deferred

Date Term Begins: _____ (completed by Us following Our acceptance of this Supplement)

Payment*: \$7,315.88

Payment Period: Month Quarter
 Year Other:

\$0.00 Payment(s) is(are) due at the time this Schedule is signed, which shall be applied to the:

First Lease Payment First and Last Lease Payments Other: Zero advance payments

Total Number of Payments: 3

Origination Fee: \$95.00

Returned Check/Non-sufficient Funds Charge: \$35.

The scheduled payments identified above reflect Sophos Payment Resources spread over like-term Treasury constant maturities as of March 22, 2024 (as referenced via the Federal Reserve website: <http://www.federalreserve.gov/releases/h15/update/default.htm>). Any increase to current Treasury constant maturities prior to commencement shall cause the Scheduled Payments to be adjusted accordingly. Scheduled Payments will be fixed upon the later of (i) the Acceptance Date, or (ii) the date Sophos Payment Resources countersigns the documents and commences the transaction. Customer hereby agrees to sign an amendment reflecting such increase upon request by Sophos Payment Resources.

Sophos Payment Resources

By: X
Date: _____

You: City of Grand Rapids

By: X
Name (Print): Tasha Connelly
Title: Mayor
Date Signed: _____

Schedule A

City of Grand Rapids

City of Grand Rapids - 420 N Pokegama Ave, Grand Rapids, MN 55744-2658

Quantity	Manufacturer	Description
165	Sophos	Sophos Central Intercept X Advanced with XDR - Subscription license renewal (3years) - 1 user - volume, GOV - 100-199 licenses - Win, MacSophos - Part#: CIXXDU36AERGAAContract Name: Open MarketContract #: Open MarketCoverage Term: 7/1/2024 – 6/30/2027
50	Sophos	Sophos Central Intercept X Advanced for Server with XDR - Subscription licenserenewal (3 years) - 1 server - volume, GOV - 50-99 licenses - Linux, WinSophos - Part#: CIXXDS36BDRGAAContract Name: Open MarketContract #: Open MarketCoverage Term: 7/1/2024 – 6/30/2027
165	Sophos	Sophos Central Phish Threat - Subscription license (3 years) - 1 user - hosted -volume, GOV - 100-199 licensesSophos - Part#: PHISHU36AENGAACContract Name: Open MarketContract #: Open MarketCoverage Term: 7/1/2024 – 6/30/2027

Customer: City of Grand Rapids

Signature: _____

Title: Mayor

Addendum to Agreement # , between City of Grand Rapids, as Customer and Sophos Payment Resources, as Lessor. The words “you” and “your” refer to Customer. The words we, “us” and “our” refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: “You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document.”

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: “Unless the purchase option is \$1.00 or \$101.00, at the end of the initial term, this Agreement shall renew on a month-to-month basis under the same terms hereof unless you send us written notice at least 30 days before the end of any term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment.”

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: “We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent.”

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: “To the extent permitted by law, you grant us a security

interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest.”

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: “You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct.”

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: “You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.”

Any provision in the Agreement stating that you shall pay our attorneys’ fees is hereby amended and restated as follows: “In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys’ fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee.”

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state’s laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: “This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum.”

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

<u>Sophos Payment Resources</u>		<u>City of Grand Rapids</u>	
Lessor		Customer	
_____		X	
Signature		Signature	
_____		Mayor	
Title	Date	Title	Date

Delivery & Acceptance Certificate

Agreement or Lease #: ("Agreement")	Schedule No. (if applicable): 1 ("Schedule")
Customer: City of Grand Rapids	Lender or Lessor: Sophos Payment Resources

(Collectively or individually, the Agreement and Schedule are referred to as the "Contract".)

The above Customer hereby unconditionally represents and certifies to the above Lender or Lessor, and agrees, that:

1. The following equipment, other personal property or software, if any, leased, financed or otherwise provided to Customer or otherwise constituting collateral relating to the above Contract (the "Goods"), has been fully delivered and is hereby irrevocably accepted by Customer:

"See Attached Schedule A"

2. There are no side agreements between Customer and any third party relating to the subject matter of the Contract, and no cancellation rights have been granted to Customer by the Lender or Lessor or any third party. There is no "free demonstration" or "test" period for the Goods.

3. Customer has reviewed and understands all of the terms of the Contract, and Customer agrees that the Contract cannot be revoked or cancelled or terminated early for any reason.

Customer hereby directs the Lender or Lessor to pay the vendor/supplier of the Goods. Customer agrees that (i) Lender or Lessor may insert the Agreement or Lease number above and the Delivery Date below if either is missing following the Customer's signature below and (ii) a facsimile of this document containing a facsimile of the Customer's signature shall be considered as valid and binding as the original for all purposes.

Customer Authorized Signature
 04/08/2024

Delivery Date of the Goods

Tasha Connelly

Print Name
 Mayor

Title

BILLING CONTACT INFORMATION

(Person in Charge of your Payables, Ex. A/P Clerk, Controller, etc.)

Sara Holum

(Contact Name)
 218-326-7612

(Contact Direct Phone Number and Ext.)
 ap@grandrapidsmn.gov

(Contact Email Address)
 420 N Pokegama Ave, Grand Rapids, MN 55744

(Billing Address)



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 8th, 2024

AGENDA ITEM: Consider authorizing an Airport Lease Agreement with Airways Aviation Center Inc.

PREPARED BY: Matt Wegwerth

BACKGROUND:

Airways Aviation Center, Inc., is the Fixed Based Operator (FBO) at the Grand Rapids -Itasca County Airport. Included within their twenty employees are five Certified Mechanics that provide Annual 100 Hour Inspections , aircraft repair and rebuilding, float installations and seaplane maintenance. Airways Aviation Center Inc., operates the fuel station seven days a week as well as the sea base at Lily Lake. They also employ three flight instructors who run the Flight Instruction Program and are an integral asset to our Aviation operations at the Grand Rapids - Itasca County Airport.

This is a three year agreement and will be effective the first day of January, 2024

REQUESTED COUNCIL ACTION:

Make a motion to approve the Airport Lease Agreement effective as of the first day of January 2024, between the City of Grand Rapids and Airways Aviation Center Inc. and authorize the signatures of the Mayor, City Clerk and City Attorney.

AIRPORT LEASE AGREEMENT

This lease, made effective as of the 1st day of January 2024, by and between the **City of Grand Rapids** (hereinafter referred to as Lessor), and **Airways Aviation Center, Inc.** (hereinafter referred to as Lessee) witnesseth:

Whereas, Lessor operates the airport known as Grand Rapids-Itasca County Airport, situated in the County of Itasca, State of Minnesota (hereinafter, together with any additions thereto or enlargements thereof whether or not made with corporate funds of Lessor, government grants in aid, or any other funds of any nature whatsoever, referred to as the "airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, Lessee is engaged in the business of air transportation and general aviation and desired to lease office/administrative, hangar, tie-down, seaplane, and fuel dispensing space at the airport and to obtain certain rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, Lessor is willing to lease such space to grant rights and privileges with respect thereto to Lessee, upon the terms and conditions hereinafter provided; and

Whereas, it is the intent of the Parties that this Agreement replace and supersede all other Agreements between the Parties;

Now, therefore, for and in consideration of the premises and of the mutual covenants and agreements herein contained, and other valuable considerations, the parties hereto covenant and agree as follows:

1. LEASE OF EXCLUSIVE SPACE AT AIRPORT.

Lessor leases to Lessee and grants to Lessee, its employees, agents, passengers, guests, patrons and invitees, the use of the following premises (including improvements and facilities therein) to be located at the airport as shown on Exhibit A and as further legally described on Exhibit B, attached hereto and made a part hereof. The lease space is comprised as follows:

Tract A - Seaplane Base – which for the purposes of determining the rental values shall be deemed to contain 15,000 square feet.

Tract B - Tie-Down Area — which for the purposes of determining the rental values shall be deemed to contain 17,850 square feet.

Tract C - T Hangar Area — which for the purposes of determining the rental value shall be deemed to contain 11,050 square feet.

Tract D - Fixed Base Operation Ramp Area (airside) — which for the purposes of determining rental value shall be deemed to contain 45,000 square feet.

Tract E - Public/Employee Parking and Storage Area(s) (landside) — which for the purposes of determining rental value shall be deemed to contain 25,000 square feet.

Tract F - Administration (2,000 square feet)/Heated Hangar (12,500 square feet), which for the purposes of determining rental value shall have an annual rental fee of \$21,666.02, together with such increases as hereinafter set forth, and shall not be calculated on a square footage basis.

Tract G - Maintenance Building, which for the purposes of determining the rental value shall be deemed to contain 9,130 square feet.

Tract H - Bignall Building, which for the purposes of determining the rental value shall be deemed to contain 2,711 square feet. NOTE: The use of this building will expire on December 31, 2026.

The premises (including improvements and facilities therein) at the Airport leased to Lessee hereunder are hereinafter referred to as "leased space" or "leased premises".

2. USE OF SPACE.

The use by Lessee, its employees, agents, passengers, guests, patrons and invitees of leased space shall include the use thereof for the following purposes:

- (a) the maintenance and operation, in connection with the conduct by the Lessee of a Fixed Base Operation, aircraft sales, aircraft maintenance, aircraft rental and fuel sales;
- (b) the training of personnel in the employ of under the direction of Lessee;
- (c) the maintenance and operation of facilities and equipment and the carrying on of activities reasonably necessary or convenient in connection with the foregoing;
- (d) the storage, use, protection, operation, maintenance, repair and manufacturing of aircraft and motors and their accessories, and for the housing, shelter, comfort, convenience and instruction of its employees and patrons and the handling, protection and transportation of passengers and cargo, including postal matter, freight and express, and unless prohibited by the Office of Aeronautics of the Department of Transportation, or the resolutions and lawful rules of the authorities governing the airport, for the purpose of a school of instruction for student flyers and including the right to install and maintain, subject to any limits herein or hereinafter provided, an aircraft fuel refilling station, and together with the use in common with others of all approach roads, highways, parking areas and walks leading from the public highways to said airport and to the premises hereby demised, and any other use or purpose not inconsistent with ordinary aviation and commercial flying;
- (e) the carrying on or other operations and activities reasonably necessary or convenient to the conduct by Lessee of the foregoing provided, however, that all such other operations and activities shall be subject to the approval of the Lessor; and
- (f) the Lessee covenants that it will not sub-lease any portion of Tracts B through H without first informing the Lessor in writing of the proposed sub-lease agreement at least 30 (thirty) days prior to executing said sub-lease. Likewise, the Lessee must allow the Lessor 30 (thirty) days to object to the sub-lease agreement. If the Lessor does object to the proposed sub-lease, the Lessee will not be allowed to sub-let the property. Any sub-lease tenant allowed by the Lessee must also otherwise comply with any and all zoning regulations of the City of Grand Rapids. The use by Lessee, its employees, agents, passengers, guests, patrons and invitees of common areas shall include the exercise of all rights and privileges thereon available for common use. The use of common areas shall be subject to rules and regulations promulgated by Lessor.

3. INGRESS AND EGRESS; RIGHT TO PURCHASE PROPERTY.

Subject to the foregoing and to rules and regulations promulgated by Lessor, Lessee shall have the right and privilege over the airport of ingress to and egress from the premises and facilities leased under this Agreement, except for restricted areas, for its employees, agents, passengers, guests, patrons and invitees, it's or their suppliers of materials and furnishers of service, and it's or their equipment, vehicles, machinery and other property, and except as herein otherwise specifically provided, no charges, fees or tolls of any nature, direct or indirect, shall be imposed by Lessor upon Lessee, its employees, agents, passengers, guests, patrons and invitees, it's or their suppliers of materials and furnishers of service, for such right of ingress and egress, or for the privilege of purchasing, selling or using any materials or services purchased or otherwise obtained by Lessee, or transporting, loading, unloading or handling persons, property, cargo, or mail in connection with Lessee's business or exercising any right or privilege granted by Lessor hereunder.

Lessee shall have the right to purchase or otherwise obtain property and services of any nature from any suppliers of its choice.

4. TERMS.

The term of this Agreement shall be from January 1, 2024 and terminating on December 31, 2026, unless terminated earlier in compliance with paragraph 22 below.

5. RENTALS.

Commencing January 1st, 2024 and thereafter during the term hereof as to such leased space, Lessee shall, on or before the first day of each calendar month, pay to Lessor rental for leased space, as follows:

Tract A - Lessee shall further pay to the Lessor Twenty Eight dollars and Fourteen cents (\$28.14) per month for a total of Three Hundred Thirty Seven dollars and Seventy Three cents (\$337.73) per year (calculated at \$0.0225 X 15,000 square feet).

Tract B - Lessee shall further pay to the Lessor Thirty Three dollars and Forty Nine cents (\$33.49) per month for a total of Four Hundred One dollars and Ninety cents (\$401.90) per year (calculated at \$0.0225 X 17,850 square feet) for public aircraft tie down or to the extent permitted by law and/or the City of Grand Rapids. Additionally, no aircraft shall be tied down for more than 180 days in any calendar year.

Tract C - Lessee shall further pay to the Lessor Two Hundred Forty Three dollars and Eighty Eight cents (\$243.88) per month for a total of Two Thousand Nine Hundred Twenty Six dollars and Fifty Nine cents (\$2,926.59) per year (calculated at \$0.2648 X 11,050 square feet)

Tract D - Lessee shall further pay to the Lessor Eighty Four dollars and Eighty Three cents (\$84.83) per month for a total of One Thousand Thirteen dollars and Sixteen cents (\$1,013.16) per year (calculated at \$0.0225 X 45,000 square feet).

Tract E - no charge

Tract F - Administration/Heater Hangar, an initial monthly rental of One Thousand Eight Hundred Five dollars and Fifty cents (\$1,805.50) for a total of Twenty One Thousand Six Hundred Sixty Six dollars and Two cents (\$21,666.02) per year or such rate as hereafter established for the rental of said space to the general public for like facilities.

Tract G - Lessee shall further pay to the Lessor Two Hundred One dollars and Forty Nine cents (\$201.49) per month for a total of Two Thousand Four Hundred Seventeen dollars and Eighty Five cents (\$2,417.85) per year (calculated at a rate of \$0.2648 X 9,130),

Tract H - Lessee shall further pay to the Lessor Fifty Nine dollars and Eighty Three cents (\$59.83) per month for a total of Seven Hundred Seventeen dollars and Ninety Three cents (\$717.93) per year (calculated at a rate of \$0.2648 X 2,711).

TOTAL - Lessee shall pay to Lessor Two Thousand Four Hundred Fifty Six dollars and Seventy Six cents per month (\$2,456.76) for a total of Twenty Nine Thousand Four Hundred Eighty One dollars and Seventeen cents per year (\$29,481.17).

SEE APPENDIX A FOR ANNUAL 2% INCREASE FOR YEARS 2024 THRU 2026.

Lessee agrees to pay Lessor the monthly rent set forth above on or before the first day of each month and mail or deliver payments to:

City of Grand Rapids
C/O City of Grand Rapids Finance Department
420 North Pokegama Avenue
Grand Rapids, MN 55744

6. EXCLUSIVE CONCESSION TO SELL FUEL OR AIRCRAFT.

Lessee shall have the exclusive right and privilege to sell aircraft fuel and oil products for aircraft at airport.

Lessee agrees to pay to Lessor for right and privilege of selling aircraft fuel and oil products for aircraft on above-described premises the following sums, to wit: \$0.08 per gallon for all fuel pumped from the tanks owned by Lessor.

Lessee agrees during whole period of this Agreement to keep proper records and books of sale or other disposition of foregoing products at airport and to permit said books and records to be inspected by Lessor from time to time.

Lessee agrees to make proper settlement with Lessor on the 15th day of each month during period hereof for sales made during preceding calendar month. A sale shall be deemed as made when products herein described shall have been received by purchaser, regardless of time of payment for such purchase by purchaser.

Lessee agrees that said premises and equipment installed thereon shall be kept in a neat, safe and sanitary condition, and shall be so managed and operated as not to endanger lives or properties of others.

Lessee shall comply with all State and Federal environmental rules and regulations and shall be responsible for clean-up costs relative to its fuel dispensing operations.

7. DESTRUCTION OF PREMISES.

If during the term hereby granted the Administration/Heated Hangar, Tract F, shall be damaged or destroyed by fire or other casualty, the Lessor shall repair and restore the same at the Lessor's expense and as promptly as possible. If such damage or destruction shall be so extensive that the cost of repair or

restoration would be in excess of twenty five percent (25%) of the value of the demised hangar building when restored, this lease shall terminate at the option of the Lessor. If at the time of the injury or destruction, the unexpired term shall be more than one year, the Lessee shall be privileged to extend the current term for a total of two (2) years. If Lessee shall elect to take such extension, then

- (1) the Lessor shall repair or restore the demised premises at the Lessor's expense and as promptly as possible.
- (2) the said extension shall begin thirty (30) days after the Lessor shall have completed such repairs or restoration.

In the event of termination under this paragraph, all rent shall be adjusted and apportioned at the time of such destruction; otherwise, the rent shall be abated in an amount corresponding with the time during which, and the extent to which, the premises have been un-tenantable.

8. CONSTRUCTION, MAINTENANCE AND REPAIR OF LEASEHOLD.

Lessee may construct or install, at its own expense, any equipment, improvements and facilities, and any additions thereto, on all or any part of leased space. All such construction or installation shall be made after obtaining the requisite building or construction licenses or permits. Plans and specifications of any proposed construction or installation of improvements and facilities (including any substantial alteration or addition thereto) shall be submitted to and receive the approval of the Lessor prior to the commencement of construction or installation. Any advertising signs installed on leased premises shall be subject to the approval of the Lessor. Further, that Lessee will not suffer or permit to be maintained upon the outside of the buildings on said tract or tracts any bill boards or advertising signs, except that Lessee may maintain on the outside of any of the buildings thereon neatly painted signs containing the name of the Lessee's company and signs in connection with valid purposes and uses of the premises hereunder, said signs to be of such size as to conform to the ordinances of the City of Grand Rapids.

Lessee shall keep and maintain all such improvements and facilities including buildings owned by Lessee and additions thereto constructed or installed by it in good condition and repair, reasonable wear and tear expected. No restrictions shall be placed upon Lessee as to the architects, builders or contractors who may be employed by it in connection with any construction, installation, alteration, repair or maintenance of any such improvements, facilities and additions.

Lessee shall keep leased space in a sanitary and sightly condition.

Lessee shall move snow, ice, and debris away from buildings, fences, and aircraft located within, or adjacent to, Tract D to facilitate Lessor snow, ice, and debris control activities.

Lessee covenants that he will allow Lessor, and/or its authorized representatives to enter upon the leased premises, for the purpose of inspection, at any reasonable times.

It is understood by the parties that as a consideration of this lease and for prior leases the Lessee has constructed certain buildings upon said premises, upon Tracts C, G, & H, which buildings are the sole and express property of the Lessee herein and that in the event of the termination of this lease as herein provided or otherwise, the Lessor shall have the option to purchase said buildings or any of them for their then appraised value within ninety (90) days after the termination of the lease, and in the event the Lessor does not desire to purchase the same, the Lessee may sell or dispose of such buildings to anyone, with the

right to the Lessee or purchaser to enter upon said premises and remove said buildings within ninety (90) days of the date that Lessor shall notify the Lessee of its refusal to purchase. Lessee shall not sell any buildings during the term of this lease without the written consent of the Lessor.

Except as otherwise agreed upon in writing by both Lessor and Lessee, it is understood and agreed that all personal property, fixtures, electrical equipment and other devices used in the operation of said airport and owned by the Lessor and installed in the buildings on said premises owned by the Lessee, will be and remain the property of the said Lessor, even though attached to the buildings belonging to the Lessee, will at all times be protected by the said Lessee and will not be removed from said buildings or premises, except upon the written consent of the Lessor. That upon the termination of this lease for any cause, Lessor shall have the right to remove any and all such personal property from the buildings of Lessee before such buildings are sold and disposed of within a, reasonable time after such termination.

The Lessee shall also provide that the 15 x 15 entry to the Administration/Heated Hangar shall be kept open 24 hours per day for the use of the general public using the Airport. Further, the Lessee shall provide and maintain a pilot's lounge upon said premises.

9. COVENANT AGAINST LIENS.

Lessee shall keep leased space and the installations situated thereon free and clear of any and all liens in any way arising out of the construction, improvement or use thereof by Lessee; provided, however, that Lessee may in good faith contest the validity of any lien.

10. PERFORMANCE BY LESSOR UPON FAILURE OF LESSEE TO MAINTAIN.

In the event Lessee fails to perform for a period of thirty (30) days after notice from Lessor so to do, any obligation required by this Agreement to be performed by Lessee, Lessor may enter the premises involved (without such entering causing or constituting a termination of this lease or any interference with possession of said premise by Lessee) and do all things necessary to perform such obligation, charging to Lessee the cost and expenses thereof and Lessee agrees to pay Lessor such charge in addition to any other amounts payable by Lessee hereunder; provided, however, that if Lessee's failure to perform any such obligation endangers the safety of the public or of employees of Lessor, and Lessor so states in its notice to Lessee, Lessor may perform such obligation of Lessee at any time after the giving of such notice and charge to Lessee, and Lessee shall pay, as aforesaid, the cost and expense of such performance.

11. MAINTENANCE AND OPERATION.

Lessor shall operate and maintain, in all respects in a manner consistent with that of a reasonably prudent operator of an airport and keep in good condition and repair, the common areas and all additions, improvements, facilities and equipment now or hereafter provided by Lessor at or in connection with the leased space, excepting any improvements, facilities and equipment constructed or installed by Lessee.

Lessor shall maintain and keep in good repair the airport operations areas (including the removal there from of snow, ice and foreign matter), so as to permit the efficient takeoff and landing, taxiing, servicing, and loading and unloading of aircraft operated by Lessee, and Lessee agrees to take such action as the Lessor may reasonably request in order to enable the Lessor to comply with this provision.

Lessee shall at all times maintain the Administration/Heated Hangar, Tract F, public facilities so as to provide for reasonably unobstructed use thereof by passengers and invitees, and shall keep such facilities adequately supplied equipped (including directional signs), furnished and decorated.

Lessee shall supply and pay for adequate heat, cooling, water, sewer facilities and garbage pickup for the leased space, shall supply adequate electric power for normal use and light in all such leased space and shall supply janitor service and routine maintenance, lawn mowing, grounds keeping, snow and ice removal on leased areas. Lessor shall be responsible for repairs and replacements to the Administration/Heated Hangar, Tract F, in excess of \$2,500.00 per calendar year except for repairs to the 15 x 15 entry, referenced in section 9, which will remain at \$600.00 until roof, ceiling and floor repairs have been accomplished.

12. TAXES ON LEASE PREMISES.

Lessee shall pay any and all taxes or special assessments which may be levied or assessed upon the premises leased hereunder, including property of Lessee constructed, installed or located on such premises.

13. QUIET ENJOYMENT.

Lessor agrees that Lessee, performing its obligations hereunder, shall be entitled to and shall have the quiet possession and enjoyment of the premises, facilities, rights and privileges leased to it hereunder, subject, however, to the provisions hereof.

The said Lessor does further covenant that all existing and hereafter enacted zoning regulations as they may apply to the operation of the premises demised to the Lessee and the use and operation of the contiguous property owned by the Lessor, as an airport, shall be subject to reasonable enforcement. The Lessor does further covenant that pursuant and according to rules and regulations as may from time to time be promulgated by the United States, the State of Minnesota and the County of Itasca or the City of Grand Rapids, to continue to permit the property contiguous to the demised premises, now used for airport purposes, to be so used during the term of the within lease. The Lessor does not further covenant with Lessee to maintain and repair public roads and highways approaching, leading to and entering upon the demised premises and for the airport runways upon the property contiguous to the demised premises now used for airport purposes.

14. PERFORMANCE BY LESSEE UPON FAILURE OR LESSOR TO MAINTAIN AND OPERATE.

In the event Lessor fails to perform, for a period of thirty (30) days after notice from Lessee so to do, any obligation required by this Agreement to be performed by Lessor, Lessee may perform such obligation of Lessor and deduct the cost to Lessee of such performance from any amounts due hereunder or otherwise from Lessee to Lessor; provided, however, that if Lessor's failure to perform any such obligation endangers the safety of Lessee's operations at the airport and Lessee so states in its notice to Lessor, Lessee may perform such obligation of Lessor at any time after giving of such notice and deduct, as aforesaid, its cost of such performance. Lessor, however, shall not be liable to Lessee for any loss of revenues to Lessee resulting from any of Lessor's acts, omissions or neglect in the maintenance and operation by it of the airport or any facilities now or hereafter connected therewith.

15. INDEPENDENT CONTRACTOR.

It is agreed that nothing contained in this Contract is intended or should be construed as creating the relationship of co-partner, joint ventures, or an association with Itasca County and the City of Grand Rapids and the Lessee. Lessee is an independent contractor and neither it, its employees, agents,

subcontractors nor representatives shall be considered employees, agents, or representatives of Itasca County and the City of Grand Rapids. Except as otherwise provided herein, Lessee shall maintain, in all respects, its present control over the means and personnel by which this Lease is performed. From any amounts due Lessee, there shall be no deductions for federal income tax or FICA payments nor for any state income tax, nor for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Lessee.

16. INSURANCE.

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

A. Workers' Compensation

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

1. State: Minnesota – Statutory
2. Employer's Liability

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

17. INDEMNITY.

The Lessee shall save and protect, hold harmless, indemnify and defend Lessor, its commission/council members, officers, agents, employees and volunteer workers against any and all liability, causes of action, claims, loss, damages or cost and expense arising from any intentional acts and omissions and/or negligent acts and omissions of Lessee in the performance of this Agreement, except for liability, causes of action, claims, loss, damages or cost and expense arising from the intentional acts, omissions and/or negligent acts and omissions of Lessor.

18. NON-DISCRIMINATION.

The Lessee in the use of the Grand Rapids-Itasca County Airport for itself, its personal representatives, agents, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- a. no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
- b. that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination;
- c. that the premises shall be used in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title IV of the Civil Rights Act of 1964, and as said Regulations may be amended.
- d. Lessee in the conduct of its authorized business activities on said demised premises and on said airport, shall furnish good, prompt and efficient service adequate to meet the demands for its service at the airport, and shall furnish such service on a fair, equal and nondiscriminatory basis to all users thereof, and shall charge fair, reasonable and nondiscriminatory prices for each unit of sale or service; provided, however, that Lessee shall be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers; and,
- e. Lessee will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft in the airport from performing any services on its own aircraft with its own employees.

19. STATUTES, RULES AND REGULATIONS.

The Lessee's agents and servants will obey such rules and regulations as may from time to time be promulgated by the Lessor or its authorized representative in charge of the airport to insure safety and orderly conduct of flying operations from or upon said airport, and such statutes, rules and regulations as may from time to time be promulgated by the United States, by the State of Minnesota, County of Itasca or the City of Grand Rapids for like purposes.

20. DEFAULT TERMINATION.

It is expressly agreed that if default be made in the payment for rent or any other payments required herein, or any part thereof or if the Lessee shall, without the consent of the Lessor, assign this Lease for the whole or any part of said term, or use said premises or any part thereof for any other purpose than is hereinbefore specified, or violate any other covenant or agreement contained in this Lease, then, in any such case, the Lessor may serve upon the Lessee a Notice in writing by mailing a copy thereof addressed to Airways Aviation Center, which Notice shall state the default or violation of the terms of the lease claimed by the Lessor to have been made by the Lessee and of the election on the part of the Lessor to terminate the Lease, if such default or violation is not remedied within thirty (30) days from the mailing and posting of such Notice; and unless within such period such violation shall have been remedied or corrected by the Lessee and Lessee has fully complied with the provisions of the Lease claimed to have been violated, the said Lease shall upon the expiration of such period of thirty (30) days be deemed to have terminated as fully and to the same effect as if, upon said date, the original term of said Lease has expired.

21. EARLY TERMINATION

Either party to this agreement may terminate this Lease Agreement at any time during its term by providing the other party 6 (six) months written notice of such termination. Said notice must be personally served on the other party. Service will be deemed as valid if the Lessee personally serves Lessor or Lessor's City Administrator. The party terminating this Lease Agreement shall not need to provide cause or justification for its decision to terminate. Both parties must continue to perform under all terms of the Lease Agreement during the 6 (six) months notice period.

22. ASSIGNMENT AND TRANSFERABILITY.

It is further understood and agreed that this Lease and the privileges herein granted to the Lessee, and all right, title and interest therein, and the power to execute the same are personal to the Lessee and shall not, unless permitted herein with the consent of the Lessor, be assigned or transferred or sublet or otherwise disposed of to any person, firm or corporation, directly or indirectly, by act of the Lessee or by operation of law.


Lessor shall not unreasonably withhold such consent.

IN WITNESS WHEREOF, THE City of Grand Rapids has caused this Lease to be executed on behalf of its Mayor, pursuant to due authorization of the, City of Grand Rapids City Council and its seal to be hereunto affixed and attested by the, City Clerk and Airways Aviation Center has caused this instrument to be executed on its behalf by its President, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

CITY OF GRAND RAPIDS

AIRWAYS AVIATION CENTER

BY: _____
Mayor

BY:  _____
It's: President Terry Detjen

BY: _____
City Clerk

Reviewed for Form and Content By:

Chad C. Sterle
Attorney at Law
115 NE 4th Street
Grand Rapids, MN 55744
218-326-9646

Appendix A

Lessee shall pay to Lessor according to the following schedule:

2024-2026 Airways Lease Amounts:

<u>2024</u>	<u>Yearly</u>	<u>Monthly</u>
Tract A	\$ 337.73	\$ 28.14
Tract B	\$ 401.90	\$ 33.49
Tract C	\$ 2,926.59	\$ 243.88
Tract D	\$ 1,013.16	\$ 84.43
Tract E-No Charge	\$ -	\$ -
Tract F	\$ 21,666.02	\$ 1,805.50
Tract G	\$ 2,417.85	\$ 201.49
Tract H	\$ 717.93	\$ 59.83
	<u>\$ 29,481.17</u>	<u>\$ 2,456.76</u>
<u>2025</u>	<u>Yearly</u>	<u>Monthly</u>
Tract A	\$ 344.49	\$ 28.71
Tract B	\$ 409.94	\$ 34.16
Tract C	\$ 2,985.12	\$ 248.76
Tract D	\$ 1,033.42	\$ 86.12
Tract E-No Charge	\$ -	\$ -
Tract F	\$ 22,099.34	\$ 1,841.61
Tract G	\$ 2,466.21	\$ 205.52
Tract H	\$ 732.29	\$ 61.02
	<u>\$ 30,070.79</u>	<u>\$ 2,505.90</u>
<u>2026</u>	<u>Yearly</u>	<u>Monthly</u>
Tract A	\$ 351.37	\$ 29.28
Tract B	\$ 418.14	\$ 34.84
Tract C	\$ 3,044.82	\$ 253.74
Tract D	\$ 1,054.09	\$ 87.84
Tract E-No Charge	\$ -	\$ -
Tract F	\$ 22,541.32	\$ 1,878.44
Tract G	\$ 2,515.53	\$ 209.63
Tract H	\$ 746.93	\$ 62.24
	<u>\$ 30,320.83</u>	<u>\$ 2,526.74</u>



Tract A

Tract B

Tract C

Tract E

Tract F

Tract G

Tract D

Tract H

Item 13.

SE 7th St

SE 7th Ave

Inset A



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 8, 2024

AGENDA ITEM: Consider approving golf cart storage agreement with 214 Properties

PREPARED BY: Tom Beaudry

BACKGROUND:

The golf course does not have enough space to store some of its fleet during the winter and rents space from 214 properties, LLC to accommodate this need. The agreement outlines the expectations and outstanding balance due.

REQUESTED COUNCIL ACTION:

Make a motion to approve the agreement and authorize payment of invoice 2410 to 214 properties, LLC for \$2,100.

RECEIVED

FEB 23 2024

CITY OF GRAND RAPIDS

214 Properties, LLC

Ryan Sutherland
34990 Hanna Road
Cohasset, MN 55721
(218) 360-1727

INVOICE 2410

DATE 2/19/2024

BILL TO

Pokegama Golf Course
Attn: Bob Cahill
3910 Golf Course Road
Grand Rapids, MN 55744

DESCRIPTION	AMOUNT
Golf Cart Storage 2023/2024 Winter Storage	TOTAL DUE \$2,100.00

214 PROPERTIES, LLC

Ryan Sutherland
34990 Hanna Road
Cohasset, MN 55721
218.360.1727

STORAGE AGREEMENT

This agreement is for leasing space to Occupant for the purpose of storing personal property and expressly incorporates all terms and conditions outlined below. By signing this agreement Occupant acknowledges having read the terms and conditions contained herein and agrees to be contractually bound hereby.

- TERM:** This agreement shall be for a term of Seasonal Monthly commencing October 1, 2023 and terminating June 1, 2024 for a total of \$2100.00. 214 PROPERTIES, LLC shall have no obligation to provide and prorate refunds in the event the premises are vacated by Occupant prior to the end of any month for which the rental payment has been paid. This rental agreement shall automatically terminate in the event the Occupant's default in payment or performance hereunder, subject only to prompt complete cure of any such default. If payments continue after term of lease has expired, this will be considered a month to month lease and all terms will apply.
- USE OF PREMISES:** Occupants use of the leased space is for purposes of personal storage only. Occupant may not store at the premises any items which would be injurious to the premises, or which would be in any way dangerous to persons or property in or around the premises. No items may be stored at the premises that would violate Owners premises insurance coverages, or cause Owners property insurance rates to increase. No explosives or highly flammable materials may be stored at the premises and the storage of any materials which are defined as toxic or hazardous under any federal, state or local law or ordinance is expressly prohibited with the exception of motor vehicles, recreational vehicles and other items containing fuel tanks. Occupant herewith expressly agrees to indemnify and hold 214 PROPERTIES, LLC harmless from and against any claims arising from any damage caused to another's property while storing or removing Occupants property.
- INSURANCE:** 214 PROPERTIES, LLC does not provide insurance coverage for any loss, from any cause, to any personal property owned by Occupant and stored at the premises. If Occupant desires insurance coverage, for Occupants personal property stored at the premises, Occupant must independently obtain such coverage at Occupants expense from Occupants own insurer. 214 PROPERTIES, LLC shall have no liability for any loss or damage to any property of Occupant stored at the premises caused by acts of third parties, by any forces of nature, or otherwise.
- OTHER:** Occupant agrees 214 PROPERTIES, LLC may move your items at the premises. Occupant shall leave keys with any vehicle.

Occupant's Signature: _____

Date: _____

Occupant's Name: _____

Phone: _____

Address: _____

Description of Property: Golf Carts

Payment Received: _____



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 8, 2024

AGENDA ITEM: Consider letter of support for HF 4461/SF 4455 to reduce the market demand and reselling of copper wire in our state.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

Legislation has been introduced that would require a license to sell scrap copper wire. This proposed measure is aimed at deterring theft by creating accountability and traceability in the copper wire supply chain. By regulating the sale of scrap copper wire, we can significantly reduce the incentive for theft and disrupt the illicit market demand for stolen copper wire.

It is modeled after the newly-passed law that requires all detached catalytic converters to be marked with VIN numbers. If this legislation is passed, the Minnesota Department of Commerce would administer the licensing process.

This is not just a Saint Paul or Twin Cities issue; it is a statewide problem that requires collaborative efforts of lawmakers and all municipalities.

REQUESTED COUNCIL ACTION:

Make a motion to approve letter of support for HF 4461/SF 4455 and authorize Mayor's signature on behalf of the Grand Rapids City Council.



April 8, 2024

Dear Chair Klein and Senate Commerce and Consumer Protection Committee Members: Dear Stephenson and House Commerce Finance & Policy Committee Members:

We as Mayors across Minnesota kindly ask for your support of HF 4461(Hollins)/ SF 4455 (Pappas) to reduce the market demand and reselling of copper wire in our state.

The high cost of copper has led to an exponential increase in copper wire theft from private property, as well as streetlights, traffic signal lights, and other public infrastructure. Stolen copper wire is sold to businesses that profit from selling recycled metal.

Wire theft from light structures and other public infrastructure within our communities in our state negatively impact our communities by reducing public safety and compromising the experience people expect while recreating and enjoying time in outdoor spaces.

While our cities and partners continue to work as quickly as possible to replace and repair damaged streetlights, the lack of a long-term, sustainable solution comes at a great cost to our municipalities and residents.

We thank you for your thoughtful consideration of this request and ask for your support for this bills passage.

Sincerely,

Tasha Connelly, Mayor



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 8, 2024

AGENDA ITEM: Consider accepting the resignation of Bill Schnell from the Grand Rapids Planning Commission

PREPARED BY: Kimberly Gibeau

BACKGROUND:

Bill Schnell has served on the Grand Rapids Planning Commission since January 2023. Mr. Schnell has submitted his resignation due to expected time commitment to the Climate Action Committee.

Staff is recommending accepting the resignation from Bill Schnell effective immediately and authorize staff to advertise the vacancy.

REQUESTED COUNCIL ACTION:

Make a motion to accept the resignation of Bill Schnell from the Grand Rapids Planning Commission and authorize advertising the vacancy.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 8, 2024
AGENDA ITEM: Consider approving seasonal golf contractors
PREPARED BY: Chery Pierzina

BACKGROUND: SEE ATTACHED.

The unseasonably warm weather will allow the golf course to open earlier than what is typical. Attached is the list of 2024 seasonal contractors for Pokegama Golf Course. Signed agreements are attached.

REQUESTED COUNCIL ACTION:

Make a motion to approve the attached list of 2024 seasonal contractors at Pokegama Golf Course.

AGREEMENT FOR SERVICES

TIDS CONTRACT is made and entered into by and between the **City of Grand Rapids**, a Minnesota municipal corporation (hereinafter "City"), and Scott Anderson whose address is 302 31st SW Grand Rapids (hereinafter "Contractor"), for purposes of providing Starter Ranger services to the Pokegama Golf Course in Grand Rapids.

1. **Scope of Services.** The services to be performed by Contractor on behalf of the City are set forth on the attached Exhibit "A," which is attached hereto and incorporated herein by reference.

2. **Term.** The term of this Agreement shall run from April 1, 2024 through October 15, 2024 or as directed by the Director of Golf for the Pokegama Golf Course.

3. **Compensation.** Monetary compensation shall be in the form of a one-time payment of \$200 payable on or before November 15, 2024. In addition to monetary compensation, Contractor shall be allowed to play unlimited golf and use the driving range at no charge during the term of employment under this Agreement, as well as having the use of a golf cart at no charge (additional riders other than Contractor shall pay the normal cart fee). The spouse of Contractor shall be allowed to purchase season passes at the price difference between the individual season pass rates and the family season pass rates.

4. **Termination.** Neither party may cancel this Agreement except for cause. Whether appropriate cause exists for termination shall be determined by arbitration as set forth in Section 6 of this Agreement.

5. **Independent Contractor.** Contractor shall perform the services under this Agreement as an independent contractor and shall not be considered an employee, agent or representative of City. No portion of the work under this Agreement shall be sublet, sold, transferred, assigned or otherwise disposed of except with the prior written consent of the City. Nothing in this Agreement shall be interpreted as authorizing Contractor to act as an agent or representative for or on behalf of the City, or to incur any obligation of any kind on behalf of the City. Contractor agrees that no health/hospitalization benefits, workers' compensation benefits or similar benefits will inure to the benefit of Contractor as a result of this Agreement.

6. **Indemnification.** Contractor shall indemnify, defend and hold harmless the City, the Pokegama Golf Course, and their officers, agents, employees, successors and assigns from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform his/her duties and obligations under this Agreement or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's services under this Agreement.

7. **Arbitration.** Any differences, claims, or matters in dispute arising between or among the parties out of or in connection with this Agreement shall be determined under Minnesota law and shall be submitted to arbitration by a single Arbitrator mutually selected by the parties. If an Arbitrator cannot be agreed upon, the dispute shall be submitted by the parties to arbitration by Cooperative Solutions, Inc. or its successor. The determination of the Arbitrator shall be final and absolute. The Arbitrator shall be governed by the subject matter of this Agreement and the pertinent provisions of the laws of the State of Minnesota relating to arbitration. The decision of the Arbitrator may be entered as a judgment in any court in the State of Minnesota or elsewhere. Except as otherwise determined by the Arbitrator for the convenience of the Arbitrator, all arbitration proceedings shall be held in Itasca County, Minnesota.

8. **Entire Agreement.** It is understood and agreed that the entire agreement of the parties is contained herein and this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts in effect between the city and Contractor relating to the subject matter hereof.

9. **City Contact.** City's designated contact with regard to this Agreement is

Tom Beatty

Dated: _____

Dated: 2/4/24

CITY OF GRAND RAPIDS

CONTRACTOR

By: _____

Tasha Connelly, Mayor

Scott Anderson

By:

Tom Pagel, City Administrator

AGREEMENT FOR SERVICES

TIDS CONTRACT is made and entered into by and between the **City of Grand Rapids**, a Minnesota municipal corporation (hereinafter "City"), and Tom Hanne whose address is 16501 3rd Ave SE Grand Rapids, Mn 55744 (hereinafter "Contractor"), for purposes of providing Starter Ranger services to the Pokegama Golf Course in Grand Rapids.

1. **Scope of Services.** The services to be performed by Contractor on behalf of the City are set forth on the attached Exhibit "A," which is attached hereto and incorporated herein by reference.
2. **Term.** The term of this Agreement shall run from April 1, 20__ through October 15, 20__ or as directed by the Director of Golf for the Pokegama Golf Course.
3. **Compensation.** Monetary compensation shall be in the form of a one-time payment of \$200 payable on or before November 15, 20__ In addition to monetary compensation, Contractor shall be allowed to play unlimited golf and use the driving range at no charge during the term of employment under this Agreement, as well as having the use of a golf cart at no charge (additional riders other than Contractor shall pay the normal cart fee). The spouse of Contractor shall be allowed to purchase season passes at the price difference between the individual season pass rates and the family season pass rates.
4. **Termination.** Neither party may cancel this Agreement except for cause. Whether appropriate cause exists for termination shall be determined by arbitration as set forth in Section 6 of this Agreement.
5. **Independent Contractor.** Contractor shall perform the services under this Agreement as an independent contractor and shall not be considered an employee, agent or representative of City. No portion of the work under this Agreement shall be sublet, sold, transferred, assigned or otherwise disposed of except with the prior written consent of the City. Nothing in this Agreement shall be interpreted as authorizing Contractor to act as an agent or representative for or on behalf of the City, or to incur any obligation of any kind on behalf of the City. Contractor agrees that no health/hospitalization benefits, workers' compensation benefits or similar benefits will inure to the benefit of Contractor as a result of this Agreement.

6. **Indemnification.** Contractor shall indemnify, defend and hold harmless the City, the Pokegama Golf Course, and their officers, agents, employees, successors and assigns from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform his/her duties and obligations under this Agreement or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's services under this Agreement.

7. **Arbitration.** Any differences, claims, or matters in dispute arising between or among the parties out of or in connection with this Agreement shall be determined under Minnesota law and shall be submitted to arbitration by a single Arbitrator mutually selected by the parties. If an Arbitrator cannot be agreed upon, the dispute shall be submitted by the parties to arbitration by Cooperative Solutions, Inc. or its successor. The determination of the Arbitrator shall be final and absolute. The Arbitrator shall be governed by the subject matter of this Agreement and the pertinent provisions of the laws of the State of Minnesota relating to arbitration. The decision of the Arbitrator may be entered as a judgment in any court in the State of Minnesota or elsewhere. Except as otherwise determined by the Arbitrator for the convenience of the Arbitrator, all arbitration proceedings shall be held in Itasca County, Minnesota.

8. **Entire Agreement.** It is understood and agreed that the entire agreement of the parties is contained herein and this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts in effect between the city and Contractor relating to the subject matter hereof.

9. **City Contact.** City's designated contact with regard to this Agreement is Tom Beaudry

Dated: 4-3-24

Dated: 4-3-24

CITY OF GRAND RAPIDS

CONTRACTOR

By: _____
Tasha Connelly, Mayor

Charlu T. Hanna

By: _____
Tom Pagel, City Administrator

AGREEMENT FOR SERVICES

TIDS CONTRACT is made and entered into by and between the City of Grand Rapids, a Minnesota municipal corporation (hereinafter "City"), and Mark Stupar whose address is 506 SE 18th Street Grand Rapids MN 55744 (hereinafter "Contractor"), for purposes of providing Starter Ranger services to the Pokegama Golf Course in Grand Rapids.

1. **Scope of Services.** The services to be performed by Contractor on behalf of the City are set forth on the attached Exhibit "A," which is attached hereto and incorporated herein by reference.
2. **Term.** The term of this Agreement shall run from April 1, 20__ through October 15, 20__ or as directed by the Director of Golf for the Pokegama Golf Course.
3. **Compensation.** Monetary compensation shall be in the form of a one-time payment of \$200 payable on or before November 15, 20__ In addition to monetary compensation, Contractor shall be allowed to play unlimited golf and use the driving range at no charge during the term of employment under this Agreement, as well as having the use of a golf cart at no charge (additional riders other than Contractor shall pay the normal cart fee). The spouse of Contractor shall be allowed to purchase season passes at the price difference between the individual season pass rates and the family season pass rates.
4. **Termination.** Neither party may cancel this Agreement except for cause. Whether appropriate cause exists for termination shall be determined by arbitration as set forth in Section 6 of this Agreement.
5. **Independent Contractor.** Contractor shall perform the services under this Agreement as an independent contractor and shall not be considered an employee, agent or representative of City. No portion of the work under this Agreement shall be sublet, sold, transferred, assigned or otherwise disposed of except with the prior written consent of the City. Nothing in this Agreement shall be interpreted as authorizing Contractor to act as an agent or representative for or on behalf of the City, or to incur any obligation of any kind on behalf of the City. Contractor agrees that no health/hospitalization benefits, workers' compensation benefits or similar benefits will inure to the benefit of Contractor as a result of this Agreement.

6. **Indemnification.** Contractor shall indemnify, defend and hold harmless the City, the Pokegama Golf Course, and their officers, agents, employees, successors and assigns from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform his/her duties and obligations under this Agreement or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's services under this Agreement.

7. **Arbitration.** Any differences, claims, or matters in dispute arising between or among the parties out of or in connection with this Agreement shall be determined under Minnesota law and shall be submitted to arbitration by a single Arbitrator mutually selected by the parties. If an Arbitrator cannot be agreed upon, the dispute shall be submitted by the parties to arbitration by Cooperative Solutions, Inc. or its successor. The determination of the Arbitrator shall be final and absolute. The Arbitrator shall be governed by the subject matter of this Agreement and the pertinent provisions of the laws of the State of Minnesota relating to arbitration. The decision of the Arbitrator may be entered as a judgment in any court in the State of Minnesota or elsewhere. Except as otherwise determined by the Arbitrator for the convenience of the Arbitrator, all arbitration proceedings shall be held in Itasca County, Minnesota.

8. **Entire Agreement.** It is understood and agreed that the entire agreement of the parties is contained herein and this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts in effect between the city and Contractor relating to the subject matter hereof.

9. **City Contact.** City's designated contact with regard to this Agreement is Mark Stepan Tom Beaudry

Dated: _____

Dated: 2-25-24

CITY OF GRAND RAPIDS

CONTRACTOR

By: _____
Tasha Connelly, Mayor

Mark Stepan

By:
Tom Pagel, City Administrator



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 8, 2024

AGENDA ITEM: Consider passing a resolution accepting a donation from Marvin Snyder toward the preservation of Veterans Park.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

We recently received a letter from Marvin Snyder wishing to donate \$100 on behalf of his late uncle, Clayton Parker toward the preservation of Veterans Park. A copy of the letter is attached for your review.

REQUESTED COUNCIL ACTION:

Make a motion to pass a resolution accepting a donation from Marvin Snyder toward the preservation of Veterans Park.

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

RESOLUTION NO. 24-

A RESOLUTION ACCEPTING A \$100.00 DONATION FROM MARVIN SNYDER TO THE GRAND RAPIDS PARK & RECREATION DEPARTMENT FOR VETERAN’S PARK

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

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

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

- Marvin Snyder has donated \$100 to the Grand Rapids Park and Recreation Department for the preservation of Veteran’s Park.

Adopted this 25th day of March, 2024

Tasha Connelly, Mayor

Attest:

Kim Gibeau, City Clerk

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

17 March 2024

Dear Sir/Madam,

I am writing to you because my beloved uncle and long time Grand Rapids resident, Clayton Parker, has passed away. Several years ago I visited him and he took me to a wonderful city park that had the most majestic pine trees I've ever seen, and educated me on how to identify white and red pines. I contacted a Mr. Dale Anderson via E-mail and he informed me the park was Veterans Park along the Mississippi river. My wife Sheila and I would therefore like to make a donation to the preservation of that jewel in your fair city. Please accept this donation with heartfelt thanks for providing countless people the opportunity to experience that wonderful setting. Also, if you could, pass on my gratitude to Mr. Anderson for his prompt and sincere response to my E-Mail.

On behalf of my Uncle Clayt

and his immediate family, thank you.
This will make Clayt very happy.

Sincerely,
Marvin Snyder



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 8, 2024

AGENDA ITEM: Consider adopting a resolution authorizing an application to the Minnesota Housing Finance Agency Workforce Housing Development Program for the Grand Rapids Workforce Housing Project.

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

The Grand Rapids Economic Development Authority (GREDA) has been working with Oppidan Inc. under the terms of a Preliminary Development Agreement in which Oppidan is named as the sole developer of GREDA owned Lot, Block 1 of Great River Acres (15-acre parcel north of the West Rapids Elementary School) for a 180-day period. During this time, Oppidan is working with GREDA in securing additional funding sources to close a project funding gap for their proposed development of a \$33MM, four story, 132-unit market rate apartment building.

The Minnesota Housing Finance Agency (MHFA) Workforce Housing Development Program, which the City is eligible to apply for, provides an opportunity for Oppidan to receive a deferred, forgivable loan to fill a financial gap on the project, which the requested TIF/Tax Abatement and MN IRRR grants cannot close.

The application, which is due on April 30th, will request up to a maximum amount of \$7,946,500 for the project.

REQUESTED COUNCIL ACTION:

Make a motion to approve a resolution authorizing an application to the Minnesota Housing Finance Agency Workforce Housing Development Program for the Grand Rapids Workforce Housing Project.

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

RESOLUTION NO. 24-

A RESOLUTION AUTHORIZING AN APPLICATION TO THE MINNESOTA HOUSING FINANCE AGENCY WORKFORCE HOUSING DEVELOPMENT PROGRAM FOR THE GRAND RAPIDS WORKFORCE HOUSING PROJECT

WHEREAS, the City of Grand Rapids, Minnesota (Recipient) has submitted an application (the “Application”) for a project (the “Project”) pursuant to the Workforce Housing Development Program (“Program”) in order to obtain funding from the Minnesota Housing Finance Agency (“Minnesota Housing”).

WHEREAS, on this 8th day of April, 2024, there has been presented to the meeting of the City Council of Recipient a proposal for Recipient, upon selection by Minnesota Housing, to enter in to a Deferred Loan Agreement pursuant to the Program in order to obtain funding from Minnesota Housing .

NOW, THEREFORE, BE IT RESOLVED, that Recipient is authorized to enter into a Deferred Loan Agreement, substantially in the form as attached to these Resolutions as **Exhibit A**, pursuant to the Program in order to obtain funding from Minnesota Housing in an amount not to exceed \$7,946,500.00 (the “Loan”).

BE IT FURTHER RESOLVED, that Recipient is an Eligible Project Area, as defined in Minnesota Statute Section 462A.39, subdivision 2, has the legal authority to apply for financial assistance, and has the institutional, managerial and financial capability to ensure adequate construction, operation, maintenance and replacement of the Project for its design life.

BE IT FURTHER RESOLVED, that Recipient certifies that it will use the Loan for qualified expenditures for the Project to serve employees of business located in the City of Grand Rapids (Eligible Project Area) or surrounding area. WHDP Local Government Resolution Template 2 of 2 January 2024

BE IT FURTHER RESOLVED, that the Loan will be matched by 5,468,506.00 (local unit of government, business, nonprofit organization, or federally recognized Indian Tribe in Minnesota) with at least \$1 for every \$2 provided.

BE IT FURTHER RESOLVED, that Recipient certifies that the average vacancy rate for rental housing located in the City of Grand Rapids (Eligible Project Area), and in any other city located within 15 miles or less of the boundaries of the area, has been five percent or less for at least the prior two-year period.

BE IT FURTHER RESOLVED, that the Loan will not exceed 50 percent of the Project costs.

BE IT FURTHER RESOLVED, that Mayor (Title of First Authorized Official) and City Administrator (Title of Second Authorized Official), or their successors in office, are hereby authorized to execute the Deferred Loan Agreement and such other agreements, and amendments thereto, as are necessary to implement the Project on behalf of Recipient.

BE IT FURTHER RESOLVED, that Minnesota Housing is authorized to rely on the continuing force and effect of these Resolutions until receipt by the Commissioner of Minnesota Housing at its principle office of notice in writing from Recipient of any amendment or alteration of such Resolutions.

Adopted this 8th day of April 2024.

Tasha Connelly, Mayor

Attest:

Kimberly Gibeau, City Clerk

Council member _____seconded the foregoing resolution and the following voted in favor thereof: _____; and the following voted against same: _____, whereby the resolution was declared duly passed and adopted.

Exhibit A
MINNESOTA HOUSING FINANCE AGENCY
DEFERRED LOAN AGREEMENT

This Deferred Loan Agreement is between the Minnesota Housing Finance Agency (“MHFA”) and **[GIVE THE FULL NAME OF THE BORROWER INCLUDING ITS ADDRESS]** (the “Borrower”).

Recitals

1. Under [Minn. Stat. §462A.39](#), MHFA is empowered to enter into this Deferred Loan Agreement.
2. The MHFA is in need of the development of rental housing to serve the employees of local businesses (“Workforce Housing”) in **[COUNTY]**, City of **[CITY]** pursuant to MHFA’s Workforce Housing Development Program (the “Program”).
3. The Borrower represents that it is duly qualified and agrees to perform all activities described in this Deferred Loan Agreement to the satisfaction of MHFA. The Borrower agrees to minimize administrative costs as a condition of this Deferred Loan Agreement.

Deferred Loan Agreement

1 Term of Deferred Loan Agreement

1.1 Effective date:

The effective date of this Deferred Loan Agreement is **[SPELL OUT FULL DATE (e.g., July 1, 2022)]**. The Borrower must not begin work until this Deferred Loan Agreement is fully executed and MHFA’s Authorized Representative has notified the Borrower that work may commence. No funds will be disbursed to the Borrower until this Deferred Loan Agreement is fully executed.

1.2 Construction period:

The construction period for the Program begins with the Effective Date of this Deferred Loan Agreement and continues through the later of **[SPELL OUT FULL DATE (e.g., June 1, 2025)]** or any extension of this period agreed to in writing by MHFA (the “Construction Period”). All funds provided through this Deferred Loan Agreement must be fully expended in compliance with this Deferred Loan Agreement by the end of the Construction Period.

1.3 Survival of Terms.

The following clauses survive the expiration or cancellation of this Deferred Loan Agreement: 8. Liability; 9. State Audits; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.

2 Duties and Contracts

2.1 Borrower’s Duties

The Borrower has made application to MHFA for the purpose of administering a Program project in the manner described in the Borrower’s application (the “Project”) which is incorporated into this Deferred Loan Agreement by reference.

The Borrower, who is not a state employee, is awarded funds to provide financial assistance to address the need for Workforce Housing. The Project includes: **[INSERT BRIEF DESCRIPTION OF PROJECT INCLUDING TYPE (NEW CONSTRUCTION/ADAPTIVE REUSE, ETC.), AND NUMBER OF UNITS]**.

The Borrower will be in compliance with the Workforce Housing Development Program Guide, as amended (the "Program Guide"), which is incorporated into this Deferred Loan Agreement.

Item 19.

2.2 Provisions for Contracts and Sub-grants.

(a) **Contract Provisions.** The Borrower must include in any contract and subcontract, in addition to provisions that define a sound and complete agreement, such provisions that require recipients and subrecipients to comply with applicable local, state and federal laws, rules, regulations and ordinances, as well as any applicable MHFA policies.

(b) **Use of Program Funds.** The Program Funds (as defined below) awarded under this Deferred Loan Agreement may only be used by the Borrower or awarded by the Borrower to third parties as grant funds or loans in accordance with the terms of the Program Guide. All Program Funds must be used by an Eligible Project Area for the Qualified Expenditures of a Market Rate Residential Rental Property (as such terms are defined in the Program Guide). If awarded as a loan, any fees or interest charged cannot unduly enrich any parties involved beyond the approximate cost of the administrative costs associated with the Project.

3 Time

The Borrower must comply with all time requirements described in this Deferred Loan Agreement and the Program Guide. In the performance of this Deferred Loan Agreement, time is of the essence. Project construction must commence and be completed within the Construction Period

4 Loan

4.1 Loan Amount.

The total principal loan amount by MHFA to the Borrower under this Deferred Loan Agreement will not exceed \$[ENTER AWARD AMOUNT] (the "Program Funds").

4.2 Repayment

The Borrower promises to pay to MHFA the Program Funds with simple interest, if any, of 0% per annum accruing on such amounts of principal as may be advanced from time to time.

Further, the Program Funds and all accrued interest, if any, less any amounts previously paid or forgiven, are due and payable in one lump sum on the earlier to occur of: (i) a Default (as described below); or (ii) the ____ day of ____, 20__ (the "Maturity Date").

A Default occurs upon written notice by MHFA to the Borrower of noncompliance with this Deferred Loan Agreement or the Program Guide and failure of the Borrower to cure the noncompliance to the satisfaction of MHFA within 30 days of such notice.

Repayment of the Program Funds will be forgiven upon the Maturity Date provided: (i) MHFA has not given the Borrower notice of a Default; and (ii) the Borrower is in full compliance with this Deferred Loan Agreement and the Program Guide.

All amounts due are payable at the offices of MHFA, 400 Wabasha Street North, Suite 400, St. Paul, MN 55102-1109, or such other place as MHFA may designate in writing.

If a failure to pay the amounts due under this Deferred Loan Agreement occurs, and if the same is submitted for collection by MHFA, its successor and assigns, the Borrower must pay all costs of collection, including reasonable attorney's fees.

All parties to this Deferred Loan Agreement, whether principal, surety, guarantor or endorser, hereby waive presentment for payment, demand, protest and notice of dishonor.

4.3 *Disbursement*

For all disbursements of Program Funds, the Borrower must be in compliance with this Deferred I

Item 19.

Agreement and the Program Guide and complete and submit a Workforce Housing Development Program Disbursement Request Form, attached to this Deferred Loan Agreement as **Exhibit A**, to MHFA for review and approval. MHFA will promptly pay the Borrower up to one third of the Program Funds on or after closing. The Borrower may request an additional one third of the Program Funds as needed upon commencement of Project construction. The remaining one third of the Program Funds will be withheld for final disbursement and will not be released until construction completion of the Project and upon completion of all reporting and monitoring requirements pursuant to this Deferred Loan Agreement.

Item 19.

4.4 *Return of Funds*

The Borrower must promptly return to MHFA any Program Funds that have: (i) not been accounted for in a financial report to MHFA due annually or at Deferred Loan Agreement closeout; or (ii) not been used in compliance with the Program Guide.

4.5 *Contracting and Bidding Requirements*

The Borrower must comply with all applicable prevailing wage requirements as further described in the Legal Addendum attached to the Program Guide.

The Borrower must not contract with vendors who are suspended or debarred in MN:

<http://www.mmd.admin.state.mn.us/debarredreport.asp>

4.6 *Prepayment*

The Program Funds may be prepaid in whole or in part at any time without premium or penalty; provided, however, that payment by Borrower to MHFA of the amount of the Program Funds or any portion thereof shall not be deemed to be or constitute a release of Borrower from the terms or requirements of this Deferred Loan Agreement.

5 **Conditions of Payment**

All activities performed by the Borrower under this Deferred Loan Agreement must be performed to MHFA's satisfaction, as determined at the sole discretion of MHFA's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Borrower will be responsible for repaying any Program Funds found by MHFA to be noncompliant with this Deferred Loan Agreement or used in violation of federal, state, or local law.

6 **Authorized Representative**

MHFA's Authorized Representative is **Sara Bunn, Program Manager, 651.296.9827, sara.bunn@state.mn.us, 400 Wabasha St N, Suite 400, St. Paul, MN 55102** or her successor, and has the responsibility to monitor the Borrower's performance under this Deferred Loan Agreement.

The Borrower's Authorized Representative is **[NAME, TITLE, ADDRESS, TELEPHONE NUMBER, EMAIL]**. If the Borrower's Authorized Representative changes at any time during this Deferred Loan Agreement, the Borrower must immediately notify MHFA.

7 **Assignment Amendments, Waiver, and Deferred Loan Agreement Complete**

7.1 *Assignment*

The Borrower shall neither assign nor transfer any rights or obligations under this Deferred Loan Agreement without the prior written consent of MHFA, approved by the same parties who executed and approved this Deferred Loan Agreement, or their successors in office.

7.2 *Amendments*

Any amendments to this Deferred Loan Agreement 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 Deferred Loan Agreement, or their successors in office.

7.3 *Waiver*

If MHFA fails to enforce any provision of this Deferred Loan Agreement, that failure does not waive MHFA's right to enforce any provision or MHFA's right to enforce it.

7.4 *Deferred Loan Agreement Complete*

This Deferred Loan Agreement contains all negotiations and agreements between MHFA and the Borrower. No other understanding regarding this Deferred Loan Agreement, whether written or oral, may be used to bind either party.

8 **Liability**

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

9 **State Audits**

Under [Minn. Stat. § 16B.98](#), Subd.8, the Borrower's books, records, documents, and accounting procedures and practices of the Borrower or any other party relevant to this Deferred Loan Agreement or transaction are subject to examination by MHFA and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Deferred Loan Agreement, receipt and approval of all final reports, or the required period of time to satisfy all MHFA program retention requirements, whichever is later.

10 **Workers Compensation**

The Borrower certifies that it is in compliance with [Minn. Stat. § 176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Borrower's employees and agents will not be considered MHFA 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 MHFA's obligation or responsibility.

11 **Publicity and Endorsement**

11.1 *Publicity*

Any publicity regarding the subject matter of this Deferred Loan Agreement must identify MHFA as the sponsoring agency and must not be released without prior written approval from MHFA'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 Borrower individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Deferred Loan Agreement.

11.2 *Endorsement*

The Borrower must not claim that MHFA endorses its products or services.

12 **Governing Law, Jurisdiction, and Venue**

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

13 **Termination**

MHFA may immediately terminate this Deferred Loan Agreement if MHFA finds that there has been a failure to comply with the provisions of this Deferred Loan Agreement or the Program Guide, that reasonable progress has not been made or that the purposes for which the funds were loaned have not been or will not be fulfilled. MHFA 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 disb

14 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Borrower consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MHFA, 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 Borrower to file state tax returns and pay delinquent state tax liabilities, if any.

15 Responsible Contractor Requirement

The Borrower agrees that it and its contractors will fully comply with all applicable provisions contained in [Minn. Stat. §16C.285](#), as amended.

2. BORROWER

The Borrower certifies that the appropriate person(s) has/have executed the Deferred Loan Agreement on behalf of the Borrower as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. MINNESOTA HOUSING FINANCE AGENCY

By: _____

(with delegated authority)

Title: _____

Date: _____

Distribution:

Agency

Borrower

MHFA's Authorized Representative

EXHIBIT A

Workforce Housing Development Program Disbursement Request Form

Workforce Housing Development Program Payment Information

Summary

This form must be completed, signed, and submitted to MHFA prior to receiving a disbursement of funds. To complete the form, enter the amount of funds you are requesting and a summary of what the funds will be used for. Have the form signed by an Authorized Representative. Submit the completed form to Sara Bunn at WorkforceHousingDevProg.MHFA@state.mn.us.

Disbursement Request and Justification

Amount Requested (not to exceed one-third of the total award): _____

Use the space below to document what the funds will be used for:

Authorized Representative Signature

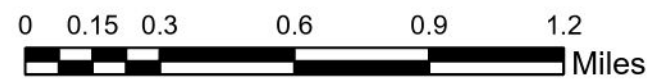
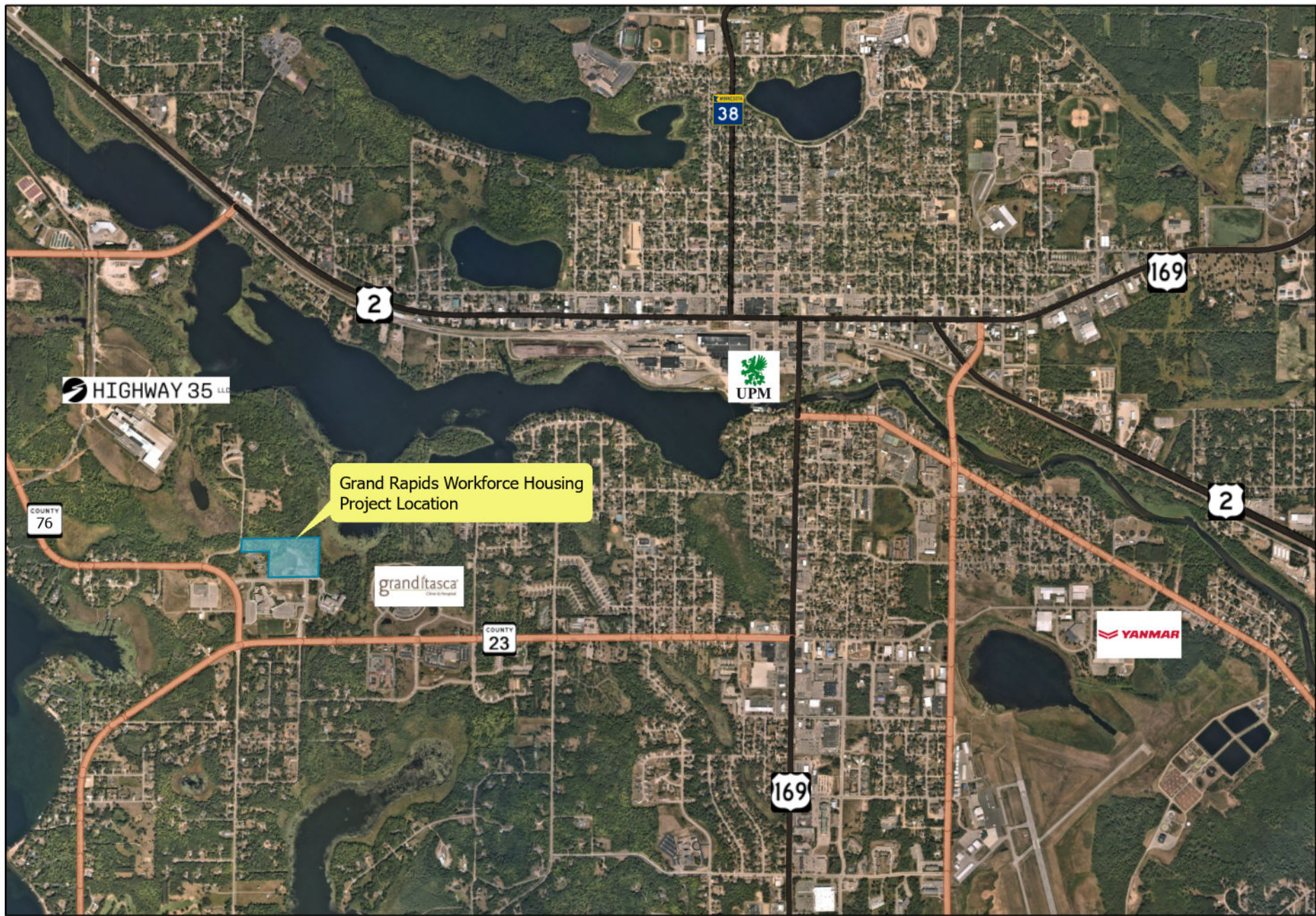
Authorized Representative Name: _____

Authorized Representative Title: _____

Date Signed: _____

Authorized Representative
Signature: _____

Grand Rapids Workforce Housing Project - Proximity to Major Employers





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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 8, 2024

AGENDA ITEM: Consider authorizing a Match Letter to the Minnesota Housing Finance Agency (MHFA) describing the local sources supporting the City's Workforce Housing Development grant application.

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

As previously stated, staff has been working together with Oppidan Inc. in the preparation of an application to the MHFA Workforce Housing Development Program.

In addition to the resolution authorizing the application, a match letter describing the amount and sources of local contribution along with supporting documentation, is a required submittal. In this Program, the amount of local contribution has a direct relationship with the amount of the local contribution.

The amount of the request is limited by either two times the amount of the local contribution or 25% of the total development cost. With this being a competitive application process, and with a sizable financial gap on the project requiring maximization of the MHFA request, this letter presents a strong level of commitment by the City toward the much-needed development of housing for our workforce.

REQUESTED COUNCIL ACTION:

Make a motion to authorize a Match Letter to the Minnesota Housing Finance Agency (MHFA) describing the local sources supporting the City's Workforce Housing Development grant application.



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

ADMINISTRATION DEPARTMENT

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

April 8, 2024

Ms. Sara Bunn
Minnesota Housing
400 Wabasha St. N., Suite 400
St. Paul, MN 55102

Dear Ms. Bunn:

RE: Grand Rapids Workforce Housing Project Match

This letter describes the sources of match proposed for the City of Grand Rapids' Workforce Housing Development Program application. We believe that our community's commitment to providing workforce housing, to satisfy both our current unmet demand and projected job growth, is demonstrated by our proposed contributions to this extremely important project.

Source	Description	Amount	Supporting Documentation
MN IRRR Development Partnership Program	Grant to the City of Grand Rapids	\$200,000	Grant Agreement
MN IRRR Housing Program	Grant to the City of Grand Rapids	\$600,000	Grant Agreement
Tax Increment Financing	9-year max. term	\$1,773,653	Ehlers projection and analysis
Tax Abatement - City	20-year max. term	\$2,409,853	Ehlers projection and analysis
GREDA Land Write Down	GREDA discounted sale of Site for \$1	\$585,000	Broker's Opinion of Value
Total Match:		\$5,568,506	

Should you have any questions, please contact Rob Mattei, Director of Community Development at (218) 326-7622 or rmattei@grandrapidsmn.gov.

Thank you for your consideration of this request.

Sincerely,

Tasha Connelly, Mayor

Enclosures



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 8, 2024

AGENDA ITEM: Consider adopting a resolution accepting low bid and entering into an agreement with TNT Construction Group for CP 2010-1, 3rd Avenue NE and 7th Street NE Improvements

PREPARED BY: Matt Wegwerth

BACKGROUND:

The City recently opened bids for CP 2010-1, 3rd Avenue NE / 7th Street NE. Below is a summary of the bids.

Bidder	Base Bid	Add-Alternate	Total Bid
TNT Construction Group	\$2,998,800	\$1,078,800	\$4,077,600
Casper Construction	\$3,387,000	\$1,241,900	\$4,628,900
Engineers Estimate	\$2,827,553	\$974,077	\$3,801,630

City total share, including non-construction, of the project is \$3,525,018

City staff recommends accepting the low bid plus the add-alternate and entering into an agreement with TNT Construction Group

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution accepting low bid plus add-alternate and entering into an agreement with TNT Construction Group for CP 2010-1, 3rd Avenue NE and 7th Street NE Improvements in the amount of \$4,077,600

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

RESOLUTION NO. 24-__

**A RESOLUTION ACCEPTING BID FOR
3rd Avenue NE / 7th Street NE Improvements
City Project 2010-1**

WHEREAS, pursuant to an advertisement for the 3rd Avenue NE & 7th Street NE Improvements which includes the installation of water, sanitary sewer and roadway for the reconstruction of 0.42 miles of roadway. Bids were received, opened, and tabulated according to law, and the following bids were received complying with the advertisement:

Bidder	Base Bid	Alternate	Total Bid
TNT Construction Group	\$2,998,800	\$1,078,800	\$4,077,600
Casper Construction	\$3,387,000	\$1,241,900	\$4,628,900

WHEREAS, the City Engineer is recommending the Base Bid be awarded to TNT Construction Group.;

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 TNT Construction Group, in the name of the City of Grand Rapids for City Project 2010-1, 3rd Avenue NE & 7th Street NE Improvements for a total contract amount of \$4,077,600 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 8th day of April, 2024.

Tasha Connelly, 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 8, 2024

RE: City of Grand Rapids
3rd Avenue NE & 7th Street NE
SEH No. GRANR 176779
CP 2010-1

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 and publicly read aloud at the City of Grand Rapids Council Chambers on Tuesday, March 26, 2024 at 10:00 AM. The bids received are summarized with the Engineer’s estimate as follows:

<u>Contractor</u>	<u>Base Bid</u>	<u>Alternate</u>	<u>Total</u>
TNT Construction Group	\$2,998,800.00	\$1,078,800.00	\$4,077,600.00
Casper Construction	\$3,387,000.00	\$1,241,900.00	\$4,628,900.00
<i>Engineer’s Estimate</i>	<i>\$2,871,326.05</i>	<i>\$933,570.50</i>	<i>\$3,804,896.55</i>

SEH has reviewed the bids and recommends that the City of Grand Rapids award a contract to TNT Construction Group, with the alternate, for their low base bid amount of \$4,077,600.00.

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

Sincerely,

Sara Christenson, PE (MN)
Project Civil Professional Engineer

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 1200 SE 4th Avenue, Suite 200, Grand Rapids, MN 55744-4304

218.322.4500 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 04/08/2024

AGENDA ITEM: Consider adopting a resolution to accept a donation of three Infant CPR Anytime kits from Servpro of Bemidji, Grand Rapids & Hibbing.

PREPARED BY: Travis Cole-Fire Chief

BACKGROUND:

Owner Gene Pehrson of Servpro of Bemidji, Grand Rapids & Hibbing has donated three Infant CPR Anytime kits at an approximate cost of \$135 to the Grand Rapids Fire Department to be used as training aids for CPR on infants.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution to accept a donation of three Infant CPR Anytime kits from Servpro of Bemidji, Grand Rapids & Hibbing to the City of Grand Rapids Fire Department.

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

RESOLUTION NO. 24-

A RESOLUTION ACCEPTING THREE INFANT CPR ANYTIME MANNEQUIN KITS VALUED AT APPROXIMATELY \$135 FOR ALL FROM SERVPRO OF BEMIDJI, GRAND RAPIDS & HIBBING TO THE GRAND RAPIDS' FIRE DEPARTMENT

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

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

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

- The owner, Gene Pehrson, of Servpro of Bemidji, Grand Rapids and Hibbing has donated 3 infant CPR anytime mannequin kits valued at approximately \$135 to the Grand Rapids Fire Department.

Adopted this 8th day of April, 2024

Tasha Connelly, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 8th, 2024
AGENDA ITEM: Consider purchasing a range ball machine
PREPARED BY: Tom Beaudry

BACKGROUND:

The way range balls are distributed at Pokegama Golf Course we are susceptible to unpaid range balls going out. The only way to get proper accounting would be to purchase a ball dispensing machine. I had great success implementing this system at Nemadji and was able to grow revenue because of it.

REQUESTED COUNCIL ACTION:

Make a motion to approve the purchase of the Range Servant range ball machine, which is the lower price of the two bids.

FROM THE DESK OF BOB WERRE



300 BOND STREET
ELK GROVE VILLAGE, IL 60007

ACCOUNT: 214775
EMAIL: tbeaudry@grandrapidsmn.gov
SOLD TO: Tom Beaudry
ADDRESS: Pokegama Golf Course
2512 Horse Shoe Lake Road
CITY: Grand Rapids STATE: MN ZIP: 55741

DATE: 4-3-2024
CUSTOMER PO #:
CONTACT NAME:
PHONE: 218-326-3444
FAX:

SHIP TO: Pokegama Golf Course
ATTN: Tom Beaudry
ADDRESS: 3910 Golf Course Road
CITY: Grand Rapids ZIP: 55744

CC TYPE: CARDHOLDER NAME:
EXP. DATE:

SALESMAN WERRE		SHIP DATE		
QUANTITY	PRODUCT #	PRODUCT DESCRIPTION	PRICE	AMOUNT
1	74758	Signature Ball Dispenser with E-Range	13699.99	
Quote Only				
			SI BTOTAL	
			TAX	
			FRT	
			TOTAL	

RBWERRE1947@GMAIL.COM

WWW.WITTEKGOLF.COM

Range Servant America, Inc.

3000 Center Place, Suite 300
 Norcross, GA 30093
 USA

QUOTATION

Item 23.

Quote Number: 55714
 Quote Date: Mar 29, 2024
 Page: 1

Voice: 770-448-8055
 Fax: 770-448-8060

Quoted To:
Customer address

Ship To:
Pokegama Golf Course Tom Beaudry 3910 Golf Course Rd Grand Rapids, MN 55744

Customer ID	Good Thru	Payment Terms	Sales Rep
MISC	4/28/24	Net 30 Days	R - Jean, Mike

Quantity	Item	Description	Unit Price	Amount
1.00	GLD0001US	Ball Dispenser, model GL-8, 7,500 ball capacity	6,295.00	6,295.00
1.00	ERSTAR2	Range Star Membership System - Credit Card, Member Card, PIN, Mobile App and Pay	6,295.00	6,295.00
250.00	ERSTAR-CARD-3	Custom Print Range Star Cards - Full Color one side (1 or none Standard Color on other side)	1.33	332.50
1.00	DISCOUNT	Less Discount Given Customer First Year Annual Range Star Software Support is Free! \$600 Annual Range Star Support Fee is Due After One Year. Tom Beaudry tbeaudry@grandrapidsmn.gov Tom 218-326-3444 Mike Jean 847-322-6950	1,259.00	-1,259.00
			Subtotal	11,663.50
			Sales Tax	
			Freight	585.00
			TOTAL	12,248.50