



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

CITY COUNCIL MEETING AGENDA
Monday, November 22, 2021
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, November 22, 2021 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

1. Approve minutes for Monday, November 8, 2021 Worksession and Regular meetings.

VERIFIED CLAIMS:

2. Approve the verified claims for the period November 2, 2021 - November 15, 2021 in the total amount of \$781,236.20.

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

CONSENT AGENDA:

3. Approve hiring Public Works winter maintenance employees.
4. Approve the extension of Alex Mostad as a part-time maintenance worker
5. Adopt a resolution accepting donations for the Shop with a Hero Event.
6. Approve hiring of PT Seasonal Warming House Attendants
7. Approve Sports Medicine Agreement with Grand Itasca Clinic and Hospital
8. Approve advertising agreements at the IRA Civic Center
9. Consider hiring David Olmsheid through Personnel Dynamics.
10. Correction to Part-time Hospital Security Officer beginning hourly wage.

SET REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

- [11.](#) Consider approval of the final plat of Hawkinson Commercial Development.

FINANCE:

- [12.](#) Consider adopting a resolution awarding the sale of (Public Utilities Commission) General Obligation Utility Revenue Refunding Bonds, Series 2021D in the amount of \$1,225,000.

FIRE:

- [13.](#) Authorize Fire Department to purchase of two Milwaukee MX Fuel Rocket Tower lights

GOLF:

- [14.](#) Golf Concessionaire Contract Update

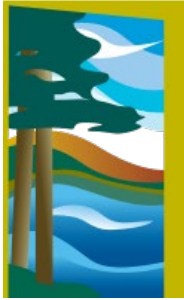
ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR DECEMBER 6, 2021 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



CITY OF
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CITY COUNCIL WORKSESSION MINUTES
Monday, November 08, 2021
4:00 PM

Mayor Christy called the meeting to order at 4:00 PM.

ROLL CALL:

PRESENT: Mayor Dale Christy, Councilor Dale Adams, Councilor Michelle Toven

ABSENT: Councilor Rick Blake, Councilor Tasha Connelly

Staff present: Tom Pagel, Chad Sterle, Barb Baird, Will Richter, Andy Morgan

BUSINESS:

1. VFW Memorial Monument proposal

Dave Heinley and Gale Rouse, representing the Grand Rapids VFW 1720, presented request to the Council for use of a piece of property located at the airport for placement of a Purple Heart memorial. Following discussion, this item is forwarded to a regular meeting for Council consideration.

REVIEW OF REGULAR AGENDA:

DEPARTMENT HEAD REPORT:

2. Grand Rapids Area Library - Will Richter, Director of Library Services

Will Richter, Director of Library Services, provided overview of Library activities, highlighting the transition from drive through service to re-opening to the public.

ADJOURN:

There being no further business, the meeting adjourned at 4:44 PM.

Respectfully submitted,

Kimberly Gibeau
Kimberly Gibeau, City Clerk



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CITY COUNCIL MEETING MINUTES
Monday, November 08, 2021
5:00 PM

Mayor Christy called the meeting to order at 5:00 PM.

CALL OF ROLL:

PRESENT: Mayor Dale Christy, Councilor Dale Adams, Councilor Michelle Toven

ABSENT: Councilor Rick Blake, Councilor Tasha Connelly

Staff present: Tom Pagel, Chad Sterle, Will Richter, Barb Baird, Andy Morgan

PUBLIC FORUM:

Lisa Peterson, Epilepsy Foundation of Minnesota, recognizes the GRPD and presents certificate of excellence in serving the Community.

COUNCIL REPORTS:

Councilor Toven shared experience of participating in live burn exercise with Fire Department. Thank you to Fire Department for their commitment.

APPROVAL OF MINUTES:

1. Approve minutes for Monday, October 25, 2021 Worksession and Regular Minutes

Motion made by Councilor Toven, Seconded by Councilor Adams to approve Council minutes as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven

VERIFIED CLAIMS:

2. Approve the verified claims for the period October 19, 2021 to November 1, 2021 in the total amount of \$771,901.65.

Motion made by Councilor Adams, Seconded by Councilor Toven to approve the verified claims as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven

CONSENT AGENDA:

3. Consider adopting a resolution accepting a \$1,900,600 grant from the U.S. Department of Commerce Economic Development Administration for the Grand Rapids/Cohasset Industrial Park Infrastructure Project.

Adopted Resolution 21-98

4. Consider adopting a resolution closing the Debt Service Fund-2013A GO Improvement Refunding Bonds and transfer the remaining balance of approximately \$211,435 to the Capital Project Fund- Permanent Improvement Revolving Fund.

Adopted Resolution 21-99

5. Amendment to PW PT Eligibility List for Winter Maintenance
6. Consider establishing new eligibility list for Firefighter Trainee.
7. Consider approving temporary and permanent easements for CP 2003-18, 21st Street SW Extension project and authorize payment.
8. Consider approving Rental Agreement with Grand Rapids Amateur Hockey Association
9. Consider approving the purchase and payment of a light kit and canopy for the Public Works Department
10. Consider adopting a resolution requesting changes to portions of the MSAS street system

Adopted Resolution 21-100

11. Consider hiring Ben Olson as a Regular Part-time Maintenance employee at the IRA Civic Center.
12. Consider the renewal of the Base Life and Accidental Death & Dismemberment insurance through Unum
13. Authorize entering into a contract with Paul Bunyan for TV service at the fire hall.

Motion made by Councilor Adams, Seconded by Councilor Toven to approve the consent agenda as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven

SET REGULAR AGENDA:

Motion made by Councilor Toven, Seconded by Councilor Adams to approve the regular agenda as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven

ADMINISTRATION:

14. Consider nomination and appointment of Council member to Arrowhead Regional Development Commission.

Motion made by Councilor Toven, Seconded by Councilor Adams to nominate Councilor Dale Adams to represent the City Council on the ARDC. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven

ADJOURNMENT:

There being no further business, the meeting adjourned at 5:12 pm.

Respectfully submitted:

Kimberly Gibeau

Kimberly Gibeau, City Clerk

DATE: 11/18/2021
 TIME: 08:19:39
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 11/22/2021

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
CITY WIDE		
1309146	MACROSTIE ART CENTER	1,200.00
1500600	OPG-3 INC	14,721.00
TOTAL CITY WIDE		15,921.00
ADMINISTRATION		
0805680	HERREID & ASSOCIATES	11,137.50
1215630	LOREN SOLBERG CONSULTING, LLC	1,600.00
1301020	MADDEN GALANTER HANSEN, LLP	34.00
TOTAL ADMINISTRATION		12,771.50
BUILDING SAFETY DIVISION		
0221650	BURGGRAF'S ACE HARDWARE	33.72
0920060	ITASCA COUNTY TREASURER	270.31
1615423	POKEGAMA ELECTRIC INC	2,320.00
1901535	SANDSTROM'S INC	35.49
TOTAL BUILDING SAFETY DIVISION		2,659.52
COMMUNITY DEVELOPMENT		
0718060	GRAND RAPIDS HERALD REVIEW	58.78
0920060	ITASCA COUNTY TREASURER	172.01
TOTAL COMMUNITY DEVELOPMENT		230.79
FINANCE		
0221650	BURGGRAF'S ACE HARDWARE	13.99
TOTAL FINANCE		13.99
FIRE		
0401804	DAVIS OIL INC	92.18
0409730	DIVERSIFIED INSPECTIONS INC	1,721.03
0514200	ESC SYSTEMS SOUND & LIFE SAFE	678.00
0601346	FAIRVIEW HEALTH SERVICES	875.00
0920060	ITASCA COUNTY TREASURER	255.06
1200500	L&M SUPPLY	13.96
1301014	MACQUEEN EMERGENCY GROUP	849.96
TOTAL FIRE		4,485.19

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 11/22/2021

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
INFORMATION TECHNOLOGY		
0221650	BURGGRAF'S ACE HARDWARE	33.98
0301420	CALIFORNIA DIGEST TECHNOLOGY	394.00
TOTAL INFORMATION TECHNOLOGY		427.98
PUBLIC WORKS		
0103325	ACHESON TIRE INC	2,080.00
0104799	ADVANCED SERVICES INC	2,218.00
0221650	BURGGRAF'S ACE HARDWARE	39.97
0301685	CARQUEST AUTO PARTS	30.33
0315455	COLE HARDWARE INC	11.99
0318900	CRYTEEL TRUCK EQUIPMENT INC	442.61
0401804	DAVIS OIL INC	1,345.59
0501650	EARL F ANDERSEN	225.85
0601690	FASTENAL COMPANY	582.04
0801825	HAWKINSON CONSTRUCTION CO INC	10,639.50
0920060	ITASCA COUNTY TREASURER	680.84
0920107	ITASCA SWCD	3,500.00
1105444	KELLER FENCE COMPANY	19,945.00
1301014	MACQUEEN EMERGENCY GROUP	173.13
1421155	NUCH'S IN THE CORNER	24.00
1503150	OCCUPATIONAL DEVELOPMENT CTR	2,750.00
2018560	TROUT ENTERPRISES INC	50.00
2209421	VIKING ELECTRIC SUPPLY INC	562.21
2305453	WESCO RECEIVABLES CORP	4,928.00
TOTAL PUBLIC WORKS		50,229.06
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	134.88
0401804	DAVIS OIL INC	122.00
0601690	FASTENAL COMPANY	168.98
1801615	RAPIDS WELDING SUPPLY INC	449.36
TOTAL FLEET MAINTENANCE		875.22
POLICE		
0116610	APPLIED CONCEPTS INC	1,795.00
0205725	BETZ EXTINGUISHER COMPANY	20.00
0601346	FAIRVIEW HEALTH SERVICES	412.00
0920060	ITASCA COUNTY TREASURER	3,270.16
1200500	L&M SUPPLY	75.98
1920233	STREICHER'S INC	1,195.90

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 11/22/2021

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
POLICE		
1925500	SYMBOL ARTS, LLC	547.75
	TOTAL POLICE	7,316.79
CENTRAL SCHOOL		
1901535	SANDSTROM'S INC	134.17
	TOTAL	134.17
AIRPORT		
0315455	COLE HARDWARE INC	56.42
0920060	ITASCA COUNTY TREASURER	135.66
1105444	KELLER FENCE COMPANY	5,000.00
1608345	PHILS GARAGE DOOR	590.75
2018680	TRU NORTH ELECTRIC LLC	450.00
	TOTAL	6,232.83
CIVIC CENTER		
GENERAL ADMINISTRATION		
0103325	ACHESON TIRE INC	40.00
0114200	ANDERSON GLASS	359.17
0221650	BURGGRAF'S ACE HARDWARE	71.91
1201430	LAKE SUPERIOR CUTTING EDGE LLC	105.00
1309059	MIDWEST SCORING LLC	590.00
1801610	RAPIDS PLUMBING & HEATING INC	919.00
	TOTAL GENERAL ADMINISTRATION	2,085.08
CEMETERY		
0920060	ITASCA COUNTY TREASURER	45.09
1200500	L&M SUPPLY	26.97
	TOTAL	72.06
DOMESTIC ANIMAL CONTROL FAC		
0920060	ITASCA COUNTY TREASURER	222.96

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 11/22/2021

VENDOR #	NAME	AMOUNT DUE

DOMESTIC ANIMAL CONTROL FAC		
	TOTAL	222.96
GO ST RECON & CIP 2018A		
0508450	EHLERS AND ASSOCIATES INC	3,750.00
	TOTAL	3,750.00
GO IMPRV RECONST BONDS 2016A		
0508450	EHLERS AND ASSOCIATES INC	2,500.00
	TOTAL	2,500.00
GR/COHASSET IND PK INFRAST		
1900225	SEH	23,088.53
	TOTAL	23,088.53
PARK ACQUISITION & DEVELOPMENT		
MS RIVER PARK		
1900225	SEH	200.00
	TOTAL MS RIVER PARK	200.00
AIRPORT CAPITAL IMPRV PROJECTS		
RUNWAY 16/34 RECONSTRUCTION		
1900225	SEH	74,865.00
	TOTAL RUNWAY 16/34 RECONSTRUCTION	74,865.00
2021 INFRASTRUCTURE BONDS		
CP2020/FD-1 NEW FIRE HALL		
1301850	MAX GRAY CONSTRUCTION	39,591.55
	TOTAL CP2020/FD-1 NEW FIRE HALL	39,591.55

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INVOICES DUE ON/BEFORE 11/22/2021

VENDOR #	NAME	AMOUNT DUE
2021	INFRASTRUCTURE BONDS	
	2015-3 HIGHWAY 2 WEST TRAIL	
	1601750 PAUL BUNYAN COMMUNICATIONS	6,025.00
	TOTAL 2015-3 HIGHWAY 2 WEST TRAIL	6,025.00
2022	INFRASTRUCTURE/ARPA	
	21ST STREET IMPROVEMENTS	
	1900225 SEH	1,339.00
	T001395 BRANDON S ZAHN	500.00
	TOTAL 21ST STREET IMPROVEMENTS	1,839.00
STORM WATER UTILITY		
	0103325 ACHESON TIRE INC	920.00
	0301685 CARQUEST AUTO PARTS	20.43
	0301705 CASPER CONSTRUCTION INC	3,041.50
	0401804 DAVIS OIL INC	3,094.76
	0514798 ENVIRONMENTAL EQUIPMENT AND	1,693.45
	0920060 ITASCA COUNTY TREASURER	110.87
	1200495 L & L RENTAL INC	1,068.10
	1809154 RICHARD RYSAVY	400.00
	1900225 SEH	300.00
	TOTAL	10,649.11
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$266,186.33
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
	0100053 AT&T MOBILITY	3,945.52
	0104095 DALE ADAMS	66.08
	0113105 AMAZON CAPITAL SERVICES	197.34
	0201354 B. BAIRD-PETTY CASH FUND	4.33
	0205640 LEAGUE OF MN CITIES INS TRUST	1,000.00
	0221680 MATTHEW BUSH	250.00
	0305530 CENTURYLINK QC	259.00
	0315543 CONSTELLATION NEWENERGY -GAS	194.72
	0718015 GRAND RAPIDS CITY PAYROLL	278,540.64
	0718070 GRAND RAPIDS STATE BANK	657.12
	0809190 JESSE HIDDE	250.00
	0815440 HOLIDAY STATIONSTORES LLC	203.50
	0900060 ICTV	2,157.26
	0920055 ITASCA COUNTY RECORDER	112.00
	1201402 LAKE COUNTRY POWER	44.27
	1205090 LEAGUE OF MINNESOTA CITIES	275.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 11/22/2021

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1301145	MARCO TECHNOLOGIES, LLC	60.00
1301642	MARAJ CONSTRUCTION INC	500.00
1305046	MEDIACOM LLC	136.90
1305065	MEDTOX LABORATORIES INC	24.85
1309098	MINNESOTA MN IT SERVICES	453.21
1309193	MN FIRE SERV CERTIFICATION BRD	925.00
1309332	MN STATE RETIREMENT SYSTEM	7,051.92
1309335	MINNESOTA REVENUE	2,700.00
1405850	NEXTERA COMMUNICATIONS LLC	453.57
1516220	OPERATING ENGINEERS LOCAL #49	116,682.00
1520720	KEVIN OTT	35.00
1601750	PAUL BUNYAN COMMUNICATIONS	1,151.57
1621130	P.U.C.	46,461.67
1721095	QUADIENT, INC	50.00
2100265	U.S. BANK	950.00
2209665	VISA	5,051.55
2209705	VISIT GRAND RAPIDS INC	35,659.67
2301700	WM CORPORATE SERVICES, INC	2,438.18
2305300	MATTHEW WEGWERTH	308.00
2305447	WELLS FARGO BANK NA	400.00
T001396	BOLDT COMPANY, THE	5,400.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$515,049.87
TOTAL ALL DEPARTMENTS		\$781,236.20



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REQUEST FOR COUNCIL ACTION

AGENDA DATE: November 22, 2021

AGENDA ITEM: Approve hiring winter maintenance employees.

PREPARED BY: Kim Gibeau

BACKGROUND:

Winter maintenance has begun and Public Works would like to add Roger Bumgarner, effective 11/16/2021 and Richard Swann, effective 11/23/2021, at a rate of \$21.00 per hour.

REQUESTED COUNCIL ACTION:

Make a motion to hire Roger Bumgarner and Richard Swann on specified dates and rate of pay.



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REQUEST FOR COUNCIL ACTION

AGENDA DATE: November 22, 2021

AGENDA ITEM: Approve the extension of Alex Mostad as a part-time maintenance worker

PREPARED BY: Matt Wegwerth

BACKGROUND:

The Public Works Department hires seasonal part-time workers for Spring/Summer Maintenance. Alex Mostad has been employed for the past several years as a part-time maintenance worker and this year he worked throughout the summer at the Itasca Calvary Cemetery. Public Works would like to extend his employment until November 30, 2021 at \$15.75 per hour.

REQUESTED COUNCIL ACTION:

Make a motion to approve the extension of Alex Mostad as a part-time maintenance worker at a rate of \$15.75 per hour until November 30, 2021.



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REQUEST FOR COUNCIL ACTION

AGENDA DATE: 11/22/2021

AGENDA ITEM: Adopt a resolution accepting donations for the Shop with a Hero Event.

PREPARED BY: Kevin Ott

BACKGROUND:

The Grand Rapids Police Department is conducting its ninth annual Shop with a Hero Event. This event will take place on Sunday, December 5, 2021 at the Grand Rapids Wal-Mart store. The Police Department has secured donations from the Greenway Lions Club (\$1000.00), Cohasset Fire Hook & Ladder (\$650.00), Grand Rapids VFW (\$500.00), Leech Lake Gaming Division (\$500.00), Hill City Lions Club (\$500.00), Hill City Fire Relief Association (\$500.00), Deer River Northern Star Cooperative (\$200.00), Grand Rapids Eagle's Club (\$200.00), Philip Windorski Jr. Memorial Foundation (\$150.00), and Coleraine Hook & Ladder Club (\$100.00).

With these donations, children will be given a \$100.00 dollar gift card. Each child will be paired with a member of either the police department, EMS, fire department and military members who will then assist the child with Christmas shopping for the child's family members.

Upon completion of shopping, the child will be directed to a designated check-out area where the child's presents will be gift wrapped by volunteers. The children will enjoy refreshments and tour emergency vehicles followed by a visit with Santa Claus.

Santa will be providing each child with a personal Christmas gift for them to enjoy. The children have been selected for this event with the cooperation of the Grand Rapids Police Department, Itasca County Social Services, Ross Resources, Grand Rapids Yellow Ribbon Committee and Kootasca.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution accepting \$4,300.00 in donations for the 2021 Shop with a Hero Event and authorize purchase of Walmart Gift Cards.

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

RESOLUTION NO. 21-

A RESOLUTION ACCEPTING A \$1,000.00 DONATION FROM GREENWAY LIONS CLUB, \$650 FROM COHASSET FIRE HOOK & LADDER, \$500 FROM GRAND RAPIDS VFW#1720, \$500 LEECH LAKE GAMING, \$500 HILL CITY LIONS CLUB, \$500 HILL CITY FIREMAN’S RELIEF, \$200 DEER RIVER NORTHERN STAR COOPERATIVE, \$200 FRATERNAL ORDER OF EAGLES, \$150 DONATION FROM PHILIP WINDORSKI JR MEMORIAL FOUNDATION, and A \$100 FROM COLERAINE HOOK & LADDER CLUB FOR THE GRAND RAPIDS’ POLICE DEPARTMENT FUTURE ANNUAL SHOP WITH A HERO EVENT

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:

- Greenway Lions Club has donated \$1,000, Cohasset Fire Hook & Ladder has donated \$650, Grand Rapids VFW #1720 has donated \$500, Leech Lake Gaming has donated \$500, Hill City Lions Club has donated \$500, Hill City Fireman’s Relief has donated \$500, Deer River Northern Star Cooperative has donated \$200, Fraternal Order of Eagles has donated \$200, Philip Windorski Jr Memorial Foundation has donated \$150 and Coleraine Hook & Ladder Club has \$100 to the Grand Rapids Police Department for the 2021 Annual Shop with a Hero Event.

Adopted this 22nd day of November, 2021

Dale Chrsity, Mayor

Attest:

Kimberly 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.



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REQUEST FOR COUNCIL ACTION

AGENDA DATE: Nov. 22, 2021

AGENDA ITEM: Approve hiring of PT Seasonal Warming House Attendants

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

The following will be hired as PT Seasonal Warming House Attendants. They will work from Nov. 23, 2021 – March 31, 2022 at a wage of \$15.00 per hour.

Erik Overlee
Wesley Carlson
Matthew Brenny
Isaac Greniger
Caroline Ahcan
Aaron Merwin

REQUESTED COUNCIL ACTION:

Make a motion to hire PT Seasonal Warming House Attendants.



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REQUEST FOR COUNCIL ACTION

AGENDA DATE: Nov. 22, 2021

AGENDA ITEM: Approve Sports Medicine Agreement with Grand Itasca Clinic and Hospital

PREPARED BY: Dale Anderson, Parks & Recreation Director

BACKGROUND:

We provide sports medicine services for our boys and girls High School hockey teams as part of our Lease Agreement with ISD 318 for use of the IRA Civic Center. The lease for the 2021-22 season is attached for your review.

REQUESTED COUNCIL ACTION:

Make a motion to enter into a Sports Medicine Agreement with Grand Itasca Clinic and Hospital for services provided at the IRA Civic Center.



*Part of Fairview
Health Services*

AGREEMENT
BETWEEN THE GRAND RAPIDS IRA CIVIC CENTER
AND GRAND ITASCA CLINIC & HOSPITAL
FOR SPORTS MEDICINE SERVICES

The following is an agreement between the Grand Rapids IRA Civic Center (hereinafter referred to as Civic Center) and Grand Itasca Clinic & Hospital Rehabilitation Services Department (hereinafter referred to as GIRSD). This agreement is for the period of November 15th, 2021 through April 30th, 2022.

I. GIRSD SPORTS MEDICINE AGREES:

- a. To provide a certified athletic trainer and/or licensed physical therapist who is registered/licensed in the State of Minnesota for the 2021-2022 academic year. Specific services are described in the attached Exhibit A.
- b. To direct the care of injured student athletes in accordance with established GIRSD Sports Medicine protocols and practices.
- c. GIRSD Sports Medicine does not seek any exclusive agreement with CIVIC CENTER, either explicit or implicit, to provide sports medicine services not available at the CIVIC CENTER. The commitment by GIRSD Sports Medicine to make such services readily available does not obligate CIVIC CENTER student athletes to utilize GIRSD Sports Medicine for the same.

II. CIVIC CENTER AGREES:

- a. To recognize the authority of the athletic trainer or physical therapist within the scope and limits of their profession and availability, to direct the care of injured CIVIC CENTER athletes and to determine the type(s) of treatment required and readiness of CIVIC CENTER athletes to participate safely in athletics.
- b. To provide all necessary supplies and space needed for GIRSD Sports Medicine services described in this agreement.
- c. To appoint the Civic Center Manager as the liaison(s) with GIRSD Sports Medicine for sports medicine services.
- e. Civic Center Manager shall ascertain that the GIRSD Sports Medicine health history

and consent for treatment forms are to each student athlete and returned prior to and as a condition for participation in school sports programs.

f. Civic Center Manager shall ascertain that the coaching staffs respect the GIRSD Sports Medicine staff's assessments regarding student athletes' readiness to participate safely in sports.

g. Civic Center Manager shall determine the need for and arrange logistics of in-services/continuing education in sports medicine for the coaching staffs/student trainers.

h. To acknowledge in all home game programs/rosters that sports medicine services are provided by GIRSD Sports Medicine and place GIRSD banners.

i. Compensation to GIRSD by CIVIC CENTER to be in accordance with Exhibit B.

IV. MUTUAL AGREEMENTS:

- a. Nothing contained in this agreement shall be construed as in any manner creating a relationship of joint venture or co-partnership between the parties, which are and shall remain independent contractors with respect to all actions performed pursuant to this agreement. The GIRSD Sports Medicine trainers, physical therapists, and physicians, while performing services under this agreement, shall be and remain employees of GIRSD Sports Medicine and not of CIVIC CENTER.
- b. GIRSD Sports Medicine will select the employees providing services under this agreement subject, however, to the right of CIVIC CENTER to approve anyone so selected and to ask for individual replacement should CIVIC CENTER deem the services being provided to be unacceptable.
- c. Each party agrees to indemnify, defend and hold harmless the other and its *officers*, agents and employees, from and against all claims, losses, *costs*, damages, and expenses to the extent resulting from or arising in connection with (a) any breach of this agreement by the indemnifying party, or (b) any actual or alleged malpractice or negligent act or omission by the indemnifying party, its agents or personnel.
- d. Each party will at its expense, maintain professional and general liability insurance, in an amount commonly maintained by comparable institutions and practitioners in the area, covering its entity and individuals rendering services under this agreement.
- e. Both parties agree to review this agreement prior to the end of the school year and to negotiate any modifications of the agreement. This agreement will automatically renew each year if unless modifications are identified.
- f. Either party may terminate this agreement at any time for cause by giving the other party 60 days written notice of termination. Cause will include the failure of a party to comply with the terms of this agreement or any action or activity by either party which would adversely affect the reputation of the other party.

Specific duties of the trainer shall include but not limited to the following:

- a. To be on duty at the training room as requested. Daily duties include, but are not limited to, preventive care, assessments and treatment of injuries, rehabilitation of injuries and assessment of readiness for sports participation, in accordance with established protocols and under the medical supervision of the team physician. Game coverage with emphasis on collision and/or high risk for injury sports with the schedule mutually agreed upon prior to the start of the season.
- b. To keep an inventory and to arrange for procurement of necessary trainer's equipment and supplies.
- c. To act as the primary liaison between IRA Civic Center athletes, coaching staff, and other health care providers in all matters pertaining to evaluation and treatment of sports-related injuries and health problems.
- d. To carry out on-site evaluation and immediate care of injuries/health problems in accordance with standard sports medicine practices and GIRSD Sports Medicine protocols. Evaluation includes determination of the athlete's readiness to continue/resume play.
- e. To arrange for further evaluation and care in accordance with the standard sports medicine practices and GIRSD Sports Medicine protocols.
- f. To carry out preventative and rehabilitative care under the direction of the team physician(s) and physical therapist(s) and in accordance with standard sports medicine practices and GIRSD Sports Medicine protocols.
- g. To report to the coaching staff on a regular basis with regard to student athletes' readiness to play and status of all student athletes being evaluated or treated for any injury/health problem.
- h. To communicate with the team physician(s) on a regular basis with regard to student athletes' readiness to play and status of all athletes being evaluated or treated for any injury/health problem.

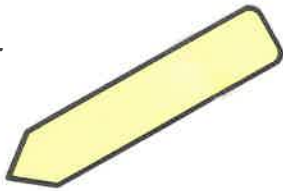
EXHIBIT B

Consideration and Terms of Payment:

Consideration for all services performed and goods or materials supplied by GIRSD pursuant to this contract shall be paid by CIVIC CENTER as follows:

- Compensation of forty Dollars (\$40.00) per hour.
- Payment shall be made by CIVIC CENTER promptly after presentation of invoices for services performed and acceptance of such services by CIVIC CENTER authorized representative. All services provided by GIRSD pursuant to this contract shall be performed to the satisfaction of CIVIC CENTER, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. GIRSD shall not receive payment for work found to be unsatisfactory or performed in violation of any applicable federal, state, or local law, ordinance, rule or regulation. Invoices shall be presented by GIRSD to CIVIC CENTER according to the following schedule:
- Invoice will be provided by GIRSD to CIVIC CENTER following the conclusion of each month of the winter sports season.

Grand Rapids IRA Civic Center
 1401 NW 3rd Ave
 Grand Rapids, MN 55744



Grand Rapids Clinic & Hospital
 1601 Golf Course Road
 Grand Rapids, MN 55744

Dale Christy
 Mayor City of Grand Rapids

Jean MacDonell, MBA, RHIA
 President & CEO6



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: Nov. 22, 2021

AGENDA ITEM: Approve advertising agreements at the IRA Civic Center

PREPARED BY: Dale Anderson, Parks & Recreation Director

BACKGROUND:

The following businesses will be advertising at the IRA Civic Center. Their contracts are attached for your review.

Apryl Mertes, Century 21 Realtor
Patriot Real Estate Group

REQUESTED COUNCIL ACTION:

Make a motion to enter into Advertising Agreements at the IRA Civic Center.

AGREEMENT FOR RENTAL OF DASHER BOARD ADS

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

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

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

NOW, THEREFORE, IT IS HEREBY AGREED by the IRA Civic Center only, Lessor, and **Apryl Mertes, Century 21 Realtor**, Lessee, that the Lessee shall lease for a period of 2 (two) years according to the terms set forth herein and upon the following terms and conditions:

1. Signs will be placed on the interior walls and/or dasherboard of the IRA Civic Center only, and Lessor shall have the final decision as to exact location of each sign. The choice of each sign and location shall be on a "FIRST COME, FIRST SERVED" basis. Lessor reserves the right to take into consideration actual placement of signs to insure maximum utilization of all advertising areas on the interior walls and/or dasherboard of the IRA Civic Center.
2. The Lessee shall pay to the Lessor in consideration of the sign and/or dasherboard, the sum of \$1,200.00 in cash to the Lessor at the commencement of the rental term as set forth below.
3. The Lease term for the advertising space shall be as follows: January 1, 2022 to December 31, 2023. This contract will be automatically be renewed by the Lessor and Lessee yearly unless the Lessee provides written notice to the Lessor of their intent not to renew said lease. This written notice must be provided no later than December 1 of the year prior to the Lessee's cancellation. For example, if the lease has been automatically renewed for a third year, which would end December 31, 2023, the Lessee must notify the Lessor in writing no later than December 1, 2023 for cancellation effective December 31, 2023.
4. Lessee shall have the first right to rent the advertising signs to Lessee for successive years. Although the signed contract is due within 30 days, lessee will be invoiced and payment in full is due January 31, 2022. The Lessor reserves the right to sell sign space if the payment is not received by January 31, 2022.
5. The Advertising logo and design to be used on the signs shall be provided by the Lessee and subject to approval by the Lessor. The Lessor will not unreasonably withhold its approval of any design submitted by Lessee, however, Lessor reserves the right to set standards for the substance and appearance of any advertising to be placed in the IRA Civic Center pursuant to this Agreement.
6. The expense of setup and art work of the sign shall be borne by the Lessee.

- 7. This agreement shall not be changed unless done so in writing by the Lessee.
- 8. The Lessee’s advertising space cannot be sublet or resold.
- 9. All signs and materials are the property of the Lessor.
- 10. All maintenance of the signs will be the responsibility of the IRA Civic Center.
- 11. Lease rates and terms are \$1,200.00 per year for 2022 and 2023 for two dasherboard advertisements.

BY: _____
Lessee

DATE: _____

CITY OF GRAND RAPIDS (Lessor)

BY: _____
Mayor

DATE: _____

Tom Pagel, City Administrator

Dated this _____ day of _____, 20____.

AGREEMENT FOR RENTAL OF WALL LIGHTED SIGN

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

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

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

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

1. Signs will be placed on the interior walls and/or dasherboard of the IRA Civic Center only, and Lessor shall have the final decision as to exact location of each sign. The choice of each sign and location shall be on a "FIRST COME, FIRST SERVED" basis. Lessor reserves the right to take into consideration actual placement of signs to insure maximum utilization of all advertising areas on the interior walls and/or dasherboard of the IRA Civic Center.
2. The Lessee shall pay to the Lessor in consideration of the sign and/or dasherboard, the sum of \$300.00 in cash to the Lessor at the commencement of the rental term as set forth below.
3. The Lease term for the advertising space shall be as follows: January 1, 2022 to December 31, 2023. This contract will be automatically be renewed by the Lessor and Lessee yearly unless the Lessee provides written notice to the Lessor of their intent not to renew said lease. This written notice must be provided no later than December 1 of the year prior to the Lessee's cancellation. For example, if the lease has been automatically renewed for a third year, which would end December 31, 2024, the Lessee must notify the Lessor in writing no later than December 1, 2024 for cancellation effective December 31, 2024.
4. Lessee shall have the first right to rent the advertising signs to Lessee for successive years. Although the signed contract is due within 30 days, lessee will be invoiced and payment in full is due July 1, 2021. The Lessor reserves the right to sell sign space if the payment is not received by July 1, 2021.
5. The Advertising logo and design to be used on the signs shall be provided by the Lessee and subject to approval by the Lessor. The Lessor will not unreasonably withhold its approval of any design submitted by Lessee, however, Lessor reserves the right to set standards for the substance and appearance of any advertising to be placed in the IRA Civic Center pursuant to this Agreement.
6. The expense of setup and art work of the sign shall be borne by the Lessee.

- 7. This agreement shall not be changed unless done so in writing by the Lessee.
- 8. The Lessee’s advertising space cannot be sublet or resold.
- 9. All signs and materials are the property of the Lessor.
- 10. All maintenance of the signs will be the responsibility of the IRA Civic Center.
- 11. Lease rates and terms are \$300.00 per year for the remainder of 2021 and \$600.00 per year for 2022 and 2023 for a 4’ x 6’ interior wall sign.

BY: Authentisign
Melissa Roberts
6/16/2021 9:53:19 AM CDT
 Lessee

DATE: 06/16/2021

CITY OF GRAND RAPIDS (Lessor)

BY: *Michelle Toven*
Michelle Toven (Jun 29, 2021 13:07 CDT)

Mayor, Pro-tem

Jun 29, 2021

Date:

Kimberly Gibeau
 Kimberly Gibeau, City Clerk

Dated this 29 day of June, 2021.









Patriot Advertising Agreement

Final Audit Report

2021-06-29

Created:	2021-06-29
By:	Kim Gibeau (kgibeau@ci.grand-rapids.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAARHIU19magiNRoc46I6awE0mfYJAIdG7m

"Patriot Advertising Agreement" History

-  Document created by Kim Gibeau (kgibeau@ci.grand-rapids.mn.us)
2021-06-29 - 5:21:30 PM GMT- IP address: 156.99.169.80
-  Document emailed to Michelle Toven (mtoven@ci.grand-rapids.mn.us) for signature
2021-06-29 - 5:22:55 PM GMT
-  Email viewed by Michelle Toven (mtoven@ci.grand-rapids.mn.us)
2021-06-29 - 6:06:58 PM GMT- IP address: 205.149.156.154
-  Document e-signed by Michelle Toven (mtoven@ci.grand-rapids.mn.us)
Signature Date: 2021-06-29 - 6:07:14 PM GMT - Time Source: server- IP address: 205.149.156.154
-  Document emailed to Kim Gibeau (kgibeau@ci.grand-rapids.mn.us) for signature
2021-06-29 - 6:07:18 PM GMT
-  Email viewed by Kim Gibeau (kgibeau@ci.grand-rapids.mn.us)
2021-06-29 - 6:27:08 PM GMT- IP address: 156.99.169.80
-  Document e-signed by Kim Gibeau (kgibeau@ci.grand-rapids.mn.us)
Signature Date: 2021-06-29 - 6:27:39 PM GMT - Time Source: server- IP address: 156.99.169.80
-  Agreement completed.
2021-06-29 - 6:27:39 PM GMT



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: November 22, 2021

AGENDA ITEM: Consider hiring David Olmsheid through Personnel Dynamics.

PREPARED BY: Lynn DeGrio

BACKGROUND:

Periodically the Grand Rapids Area Library will need to utilize a temporary employee to fill in for staff days off. David Olmsheid was a Substitute Library at the Northwest Regional Library in Roseau and has recently relocated to the Grand Rapids area. We would like to hire him through Personnel Dynamics to fill occasional shifts at the Library. His rate of pay will be \$13.50 per hour.

REQUESTED COUNCIL ACTION:

Make a motion to hire David Olmsheid as a temporary Library employee through Personnel Dynamics at a rate of \$13.50 per hour.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: November 22, 2021

AGENDA ITEM: Correction to Part-time Hospital Security Officer beginning hourly wage.

PREPARED BY: Lynn DeGrio

BACKGROUND:

The beginning hourly wage for part-time Hospital Security Officers is incorrect on the current wage schedule. The starting wage should be \$16.36 per hour to reflect a 3% increase effective January 1, 2021. This will not affect most of the part-time employees, as once 100 hours of work is achieved, they move up to the next level. This will only affect the part-time Hospital Security Officers hired in 2021.

REQUESTED COUNCIL ACTION:

Make a motion to amend the starting wage for Part-time Hospital Security Officers from \$15.88 to \$16.36 per hour retroactive to January 1, 2021 and authorize staff to make the necessary adjustments to those effected.

ITEM # _____



REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA DATE: November 22, 2021
AGENDA ITEM: Consider approval of the final plat of Hawkinson Commercial Development.
PREPARED BY: Community Development Department

BACKGROUND:

A preliminary plat entitled “Hawkinson Commercial Development” was submitted in September by Hawkinson Construction Company, Inc., and developer Mark Hawkinson, Round 2 Development. The property included within the preliminary plat is 22.28 acres in area, including proposed right-of-way, and generally located south of Home Depot & Applebee’s, and north of 29th Street SE.

At a rescheduled meeting on October 18, 2021, the Planning Commission took up consideration of the preliminary plat of Hawkinson Commercial Development, conducted a public hearing, and made a recommendation to the City Council for its approval, contingent upon the addressing of several recommendations made by the staff review committee.

The City Council, at their regular meeting on October 25, 2021, accepted the recommendation of the Planning Commission, and approved the preliminary plat as recommended by the Planning Commission.

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

The Planning Commission reviewed the final plat document at their meeting held on November 4, 2021 and forwarded, to the City Council, a recommendation for approval, contingent upon the following items being addressed:

- The execution of the associated Subdivision Agreement.
 - Which includes a Quit Claim Deed (Exhibit E) relinquishing Public Infrastructure Easements granted to the City in 2006 by Hawkinson Construction Inc. and

Round Properties, LLC. recorded under Document No.'s T000050084, A000589281, and A000591364.

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

ATTACHMENTS:

Final Plat

Subdivision Agreement

REQUESTED COUNCIL ACTION:

Pass a motion accepting the recommendation of the Planning Commission and adopting the attached resolution approving the Final Plat of "Hawkinson Commercial Development" and authorize the Mayor and City Clerk to sign the plat documents, associated Subdivision Agreement, and a Quit Claim deed relinquishing Public Infrastructure Easements listed under subpart 7 of the Subdivision Agreement.

HAWKINSON COMMERCIAL DEVELOPMENT

PARTS OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 55 NORTH, RANGE 25 WEST, ITASCA COUNTY MINNESOTA.

KNOW ALL PERSONS BY THESE PRESENTS: That Round 2 Development LLC, a Minnesota Limited Liability Company, being the owner of the following described property located in the City of Grand Rapids, County of Itasca, State of Minnesota, to wit:

The South One-half of the Southwest Quarter of the Northwest Quarter (S1/2 SW1/4 NW1/4) lying East of Highway, in Section Thirty-three (33), Township Fifty-five (55) North, Range Twenty-five (25), West of the Fourth Principal Meridian, Itasca County, Minnesota.

Abstract Property.

The South Half of the Southeast Quarter of the Northwest Quarter (S1/2 of SE1/4 of NW1/4), Section Thirty-three (33), Township Fifty-five (55) North, Range Twenty-five (25), West of the Fourth Principal Meridian, according to the Government Survey thereof, Itasca County, Minnesota.

Torrens Property - Certificate of Title No. 24204.

Has caused the same to be surveyed and platted as HAWKINSON COMMERCIAL DEVELOPMENT and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said Round 2 Development LLC, a Minnesota Limited Liability Company, has caused these presents to be signed by its proper officers on this ____ day of _____, 20____.

Signed: Round 2 Development

Mark Hawkinson, President

STATE OF MINNESOTA
COUNTY OF _____

This Instrument was acknowledged before me on this ____ day of _____, 20____, A.D. by Mark Hawkinson. As president of Round 2 Development, LLC.

_____, Notary Public
_____, County, Minnesota
My Commission Expires _____

I, Daniel J. Bemboom, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota, that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.021, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20____.

Daniel J. Bemboom, Professional Land Surveyor
Minnesota License No. 46562

STATE OF MINNESOTA
COUNTY OF _____

This Instrument was acknowledged before me on this ____ day of _____, 20____, A.D. by Daniel J Bemboom, Minnesota License Number 46562.

_____, Notary Public
_____, County, Minnesota
My Commission Expires _____

CITY OF GRAND RAPIDS

We do hereby certify that on this ____ day of _____, 20____ the City of Grand Rapids approved this plat.

Signed: City of Grand Rapids

Dale Christy, Mayor

Kimberly Gibeau, City Clerk

ITASCA COUNTY AUDITOR

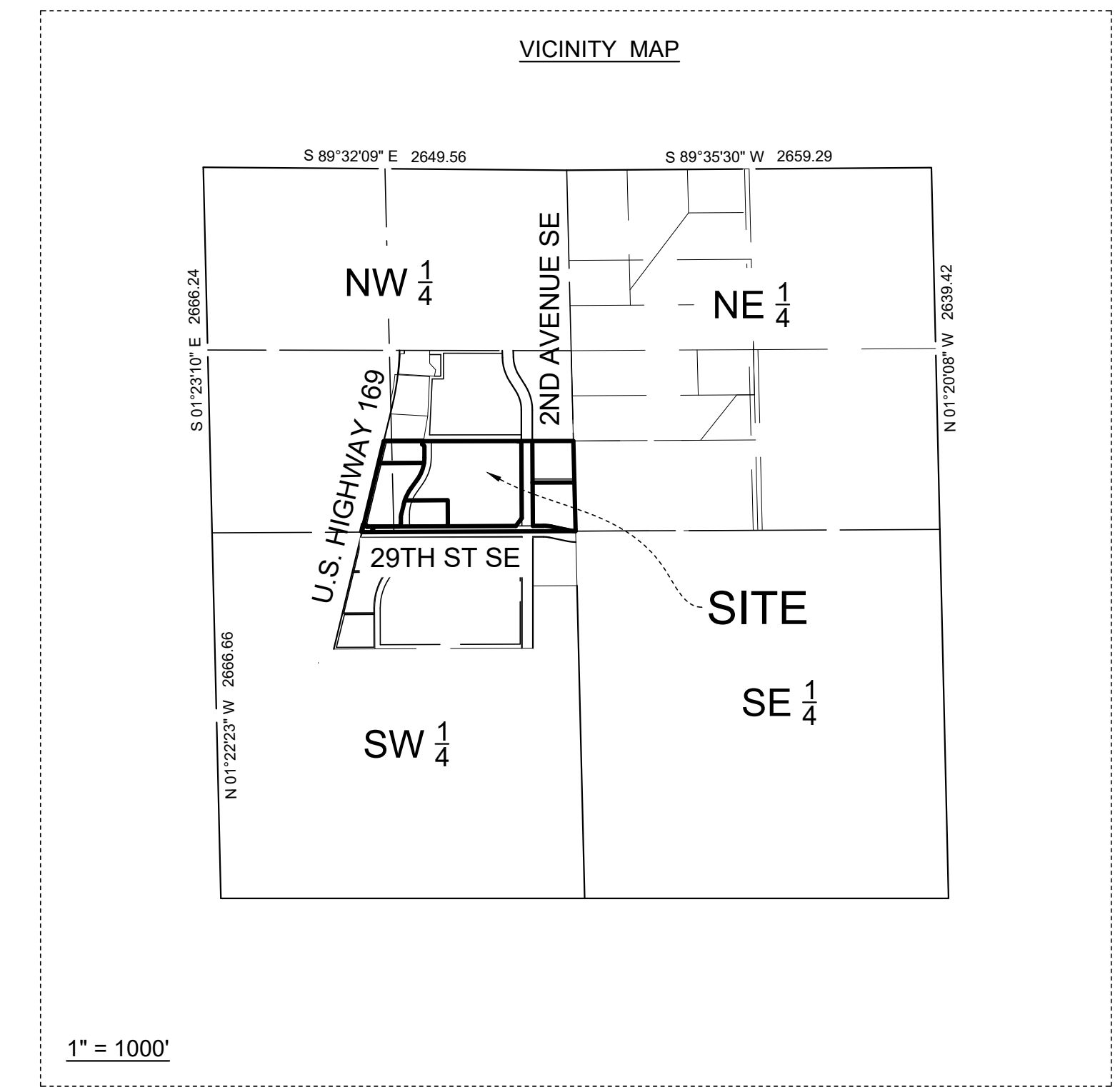
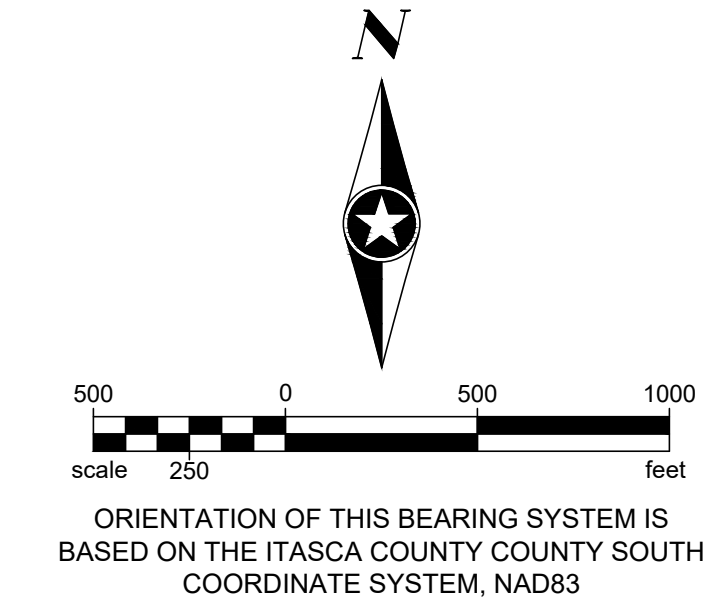
I do hereby certify that there are no delinquent taxes on the above described property as of this ____ day of _____, 20____.

Jeffrey T. Walker
Auditor / Treasurer
Itasca County, Minnesota

ITASCA COUNTY RECORDER AND REGISTRAR OF TITLES

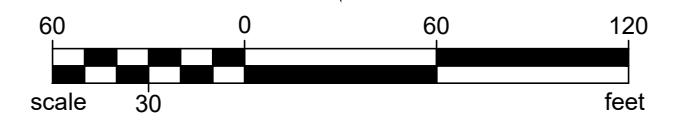
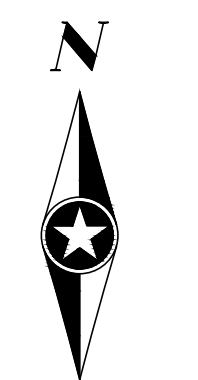
I do hereby certify that the within instrument was filed in this office for record this ____ day of _____, 20____, at ____ o'clock ____ M as Document Number _____.

Nicolle Zuehlke
Recorder / Registrar
Itasca County, Minnesota



1" = 1000'

Save: 10/28/2021 10:47 AM cjeffers Plot: 10/28/2021 10:47 AM X:\PT\RT\DEVI\161740\9-survey\92-CAD\15-dwg\RT161740_FINAL_PLAT.dwg



ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE ITASCA COUNTY SOUTH COORDINATE SYSTEM, NAD83

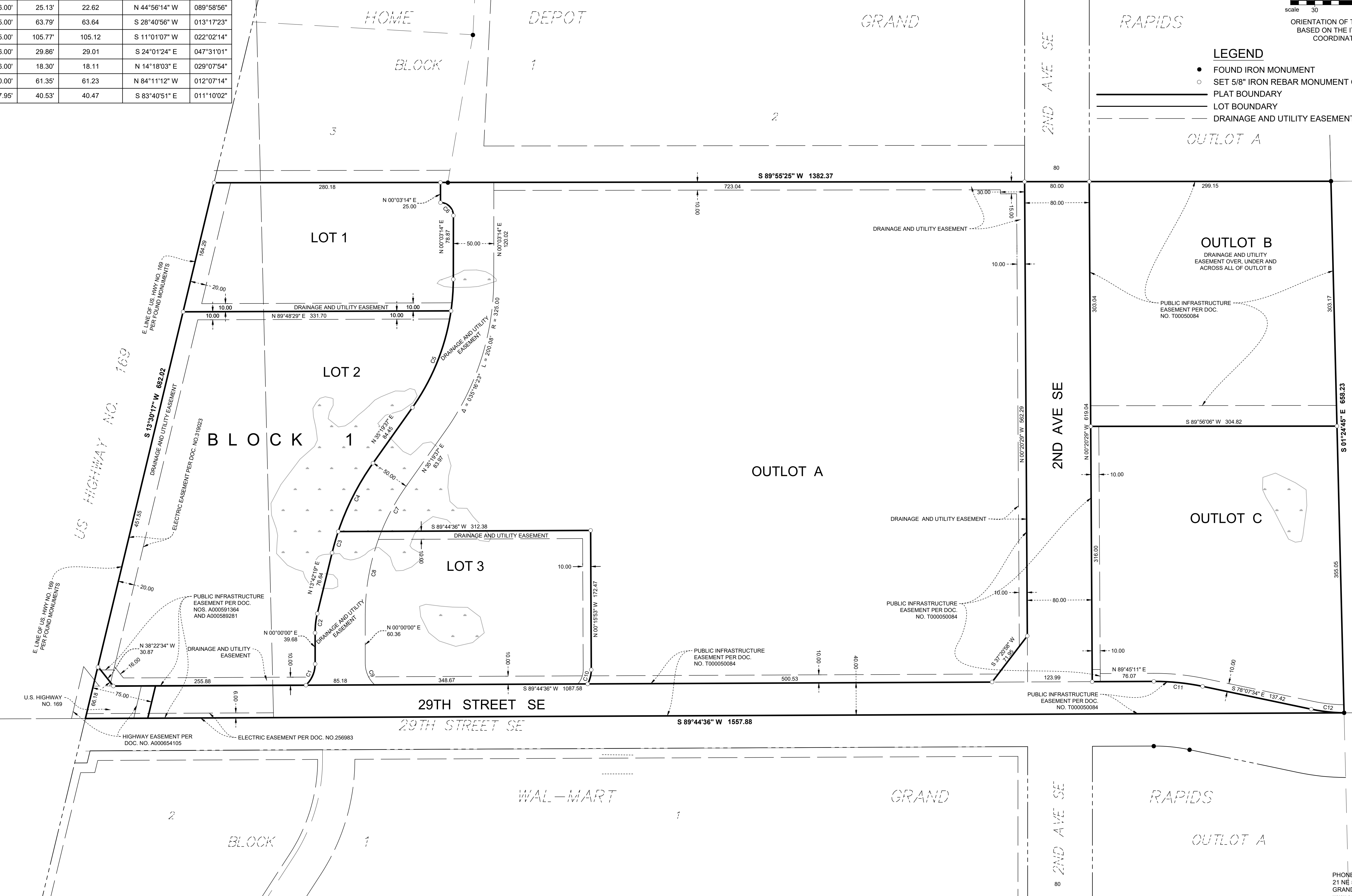
PARCEL CURVE DATA					
CURVE	RADIUS	LENGTH	CH DISTANCE	CH DIRECTION	DELTA
C1	36.00'	29.43'	28.62	N 23°25'17" E	046°50'34"
C2	99.00'	23.68'	23.62	S 06°51'09" W	013°42'19"
C3	325.00'	27.41'	27.41	S 16°07'18" W	004°49'59"
C4	325.00'	95.23'	94.89	S 26°55'57" W	016°47'19"
C5	275.00'	130.03'	128.83	N 21°46'51" E	027°05'32"
C6	16.00'	25.13'	22.62	N 44°56'14" W	089°58'56"
C7	275.00'	63.79'	63.64	S 28°40'56" W	013°17'23"
C8	275.00'	105.77'	105.12	S 11°01'07" W	022°02'14"
C9	36.00'	29.86'	29.01	S 24°01'24" E	047°31'01"
C10	36.00'	18.30'	18.11	N 14°18'03" E	029°07'54"
C11	290.00'	61.35'	61.23	N 84°11'12" W	012°07'14"
C12	207.95'	40.53'	40.47	S 83°40'51" E	011°10'02"

HAWKINSON COMMERCIAL DEVELOPMENT

PARTS OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 55 NORTH, RANGE 25 WEST, ITASCA COUNTY MINNESOTA.

LEGEND

- FOUND IRON MONUMENT
- SET 5/8" IRON REBAR MONUMENT CAPPED LS 46562
- PLAT BOUNDARY
- LOT BOUNDARY
- - - DRAINAGE AND UTILITY EASEMENT



Save: 10/28/2021 10:47 AM cjeffers Plot: 10/28/2021 10:48 AM X:\PIR\RT\DEV\1617409-survey\92-CAD\15-dwg\RT161740_FINAL_PLAT.dwg



SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT (this "Agreement") is made and entered into as of _____, 2021, by Round 2 Development, a Minnesota Limited Liability Company (hereinafter referred to collectively as the "Subdivider") and the City of Grand Rapids, a Minnesota municipal corporation (the "City").

RECITALS

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

AGREEMENT

1. **CONSIDERATION.** This is a mutual Agreement, which the parties acknowledge is supported by adequate consideration, and which shall be legally binding upon the parties.
2. **PARK LAND DEDICATION.** In lieu of dedication of parkland within the Plat, the Subdivider, as is provided in the Ordinance, will make a cash payment to the City in the amount of \$23,760.00 (Twenty-three thousand seven hundred sixty dollars and 00/100) immediately upon execution of this agreement.
3. **REQUIRED IMPROVEMENTS** The Subdivider agrees to construct at the Subdivider's sole cost the following improvements within the Plat, and in conformity with all

applicable standards, ordinances, and with the final construction plans for those improvements upon their review and approval by the City Engineering Department. The Required Improvements will involve the completion of: public sanitary sewer main and water main:

- (a) Utility easement lying east of and adjacent to Lots 1 & 2, Block 1.

4. **SCHEDULE FOR REQUIRED IMPROVMENTS.** The City and Subdivider agree that the Required Improvements, described in above paragraph, shall be substantially completed on or before November 1, 2022.

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

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

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

The City, following inspection of the Required Improvements and the determination that the Required Improvements have been satisfactorily completed, shall give notice of the date of actual completion and acceptance to the Subdivider. Notice of deficiencies and of required corrections shall be given to the Subdivider, who shall re-notify the City in writing when corrections have been made and may be inspected.

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

- (a.) The Required Improvements are substantially completed in accordance with the terms set forth by this Agreement.

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

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

The Subdivider shall furnish the City with a financial guarantee in the amount of \$192,860.25 dollars, which constitutes 110 percent of the City Engineering Department's estimated cost of outstanding improvements as outlined in Paragraph 3 (which estimate is attached as Exhibit C hereto), and such financial guarantee shall continue in full force and effect until the City Council has approved and accepted all of the Work undertaken to be done, and shall thereby release the surety and/or Subdivider from any further liabilities; provided, however, that the City Council shall reduce the amount of the financial guarantee upon partial completion of the Work as certified by the City Administrator in his/her reasonable discretion after consultation with the City Engineering Department and the Subdivider's general contractor.

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

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

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

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

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

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

7. **EASEMENT VACATIONS:** The Subdivider desires that certain Public Infrastructure easements held by the City within the Plat area be vacated or relinquished. With dedicated right of way and utility easements within the Plat accommodating all of the current and planned infrastructure needs, the City agrees that the following easements can be vacated or relinquished:
- (a) An easement for Public Infrastructure, granted by Hawkinson Construction, Incorporated and Round Properties, LLC. to the City of Grand Rapids. Said easements being recorded under Document No. T000050084.
 - (b) An easement for Public Infrastructure, granted by Hawkinson Construction, Incorporated and Round Properties, LLC. to the City of Grand Rapids. Said easements being recorded under Document No. A000591364.
 - (c) An easement for Public Infrastructure, granted by Round Properties, LLC. to the City of Grand Rapids. Said easements being recorded under Document No. A000589281.

The City agrees to vacate the easements listed in this section concurrent with the filing and recording of the Plat through the execution and recording of the attached Quit Claim Deed (Exhibit E).

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

9. **REMEDIES FOR BREACH.** At any time after the completion date and any extension thereof, if any of the Work is deemed incomplete, or if a letter of credit or surety will expire without renewal prior to completion, the City may proceed in any one or more of the following ways to enforce the undertakings herein set forth, and to collect any and all overhead expenses incurred by the City in connection therewith, including but not limited to engineering, legal, planning, and litigation expenses; but the enumeration of the remedies hereunder shall be in addition to other remedies available to the City.

- (a) Specific Performance. The City may in writing direct the surety or the Subdivider to cause the Work to be undertaken and completed within a specified reasonable time. If the surety and/or the Subdivider fail to cause the Work to be done and completed in a manner and time acceptable to the City, the City may proceed in an action for specific performance to require such work to be undertaken.

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

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

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

- (a) This Agreement shall be interpreted in accordance with the laws of the State of Minnesota.
- (b) The terms of this Agreement shall not be amended, supplemented, or varied, except by written agreement signed by the parties.
- (c) All terms of this Agreement which are binding upon Subdivider shall run with the land and shall be binding upon all heirs, successors, assigns, mortgages, lien holders, trustees, receivers, or any other person or entity which shall succeed to any rights of Subdivider in the Real Estate.
- (d) The Subdivider shall provide the City with copies of the recorded Subdivision Agreement, Plat, & other legal instruments pertaining to the Plat upon their filing with the County Recorder. No building permits will be issued by the City until this written verification has been provided.

This Agreement is made and entered into as of the date and year written above.

SUBDIVIDER

CITY OF GRAND RAPIDS

By: _____

By: _____

Its: President

Its: Mayor

By: _____

Its: City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Mark Hawkinson, the President of Round 2 Development, a Minnesota Limited Liability Company, the Subdivider.

Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged by the City of Grand Rapids before me this ____ day of _____, 2021, by _____ and _____, the _____ and _____, respectively, of the City.

Notary Public

This instrument drafted by:
City of Grand Rapids
Community Development Department
420 N. Pokegama Avenue
Grand Rapids, MN 55744

EXHIBIT A

Preliminary Plat of Hawkinson Commercial Development

EXHIBIT B

Final Plat of Hawkinson Commercial Development “The Plat”

EXHIBIT C

City Engineering Department's Cost Estimate

ROUND 2 DEVELOPMENT					
HAWKINSON COMMERCIAL DEVELOPMENT					
STATEMENT OF ESTIMATED QUANTITIES					
LINE NO.	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
1	CONSTRUCTION SURVEYING	LUMP SUM	1	\$5,000.00	\$5,000.00
2	MOBILIZATION	LUMP SUM	1	\$7,500.00	\$7,500.00
3	SAWING BITUMINOUS PVMT (FULL DEPTH)	LIN FT	249	\$2.00	\$498.00
4	REMOVE BITUMINOUS PAVEMENT	SQ YD	277	\$4.00	\$1,108.00
5	CRUSHED ROCK	CU YD	189	\$15.00	\$2,835.00
6	2" INSULATION	SQ YD	37.5	\$25.00	\$937.50
7	12" x 4" PVC WYE	EACH	1	\$750.00	\$750.00
8	CONNECT TO EX. SANITARY SEWER	EACH	1	\$3,500.00	\$3,500.00
9	12" PVC PIPE SEWER	LIN FT	222	\$45.00	\$9,990.00
10	8" PVC PIPE SEWER	LIN FT	269	\$35.00	\$9,415.00
11	SANITARY SEWER INSPECTION	LIN FT	491	\$1.50	\$736.50
12	12" GATE VALVE AND BOX	EACH	2	\$4,000.00	\$8,000.00
13	6" GATE VALVE AND BOX	EACH	2	\$1,800.00	\$3,600.00
14	CONNECT TO EXISTING WATER MAIN	EACH	2	\$3,500.00	\$7,000.00
15	HYDRANT	EACH	2	\$5,500.00	\$11,000.00
16	12" WATER MAIN DUCTILE IRON CL 52	LIN FT	670	\$75.00	\$50,250.00
17	6" WATER MAIN DUCTILE IRON CL 52	LIN FT	78	\$55.00	\$4,290.00
18	HYDRANT RISER	LIN FT	1	\$500.00	\$500.00
19	WATER MAIN FITTINGS	POUND	886	\$10.00	\$8,860.00
20	ADJUST FRAME & RING CASTING	EACH	1	\$500.00	\$500.00
21	CASTING ASSEMBLY	EACH	3	\$850.00	\$2,550.00
22	CONST DRAINAGE STRUC. DESIGN F	EACH	3	\$4,500.00	\$13,500.00
23	CONST DRAINAGE STRUC.DESIGN F	LIN FT	22.96	\$500.00	\$11,480.00
24	CONSTRUCT 12" OUTSIDE DROP	LIN FT	5.37	\$750.00	\$4,027.50
25	TRAFFIC CONTROL	LUMP SUM	1	\$2,500.00	\$2,500.00
26	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1	\$2,500.00	\$2,500.00
27	EROSION CONTROL	LUMP SUM	1	\$2,500.00	\$2,500.00
				Estimated Construction Cost	\$175,327.50
				Contingency (10%)	\$17,532.75
				Estimated Total Cost	\$192,860.25

EXHIBIT D

Schedule for Materials and Testing

Product	Test Type	Approximate Frequency	Remark
Trench Compaction	Compaction	1 per 1000 cy (CV)	Owners Rep shall contact Testing Firm to take sample and perform test
Water main	Pressure	In accordance with AWWA C600	See specifications
Water main	Bacteria	In accordance with AWWA C651	See specifications
Water main	Conductivity	Entire System	See specifications
Sanitary Sewer	Deflection	Entire system, 30 days after install	95% inside diameter
Sanitary Sewer	Air Test	Entire system	See specifications

EXHIBIT E

Quit Claim Deed

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED **Minnesota Uniform Conveyancing Blanks**
Business Entity to Business Entity **Form 10.3.5 (2013)**

eCRV number _____

DEED TAX DUE: \$1.65 _____

Date: _____, 202__

FOR VALUABLE CONSIDERATION, City of Grand Rapids, a municipal corporation under the laws of the State of Minnesota (“**Grantor**”), hereby conveys and quitclaims to Hawkinson Construction, Incorporated and Round Properties, LLC under the laws of the State of Minnesota (“**Grantee**”), said easements in Itasca County, Minnesota, recorded under the follow documents:

- Document No. T000050084 and;**
- Document No. A000591364 and;**
- Document No. A000589281.**

together with all hereditaments and appurtenances belonging thereto.

Check if applicable:

- _____ The Seller Certifies that the Seller does not know of any wells on the described real property.
- _____ A well disclosure certificate accompanies this document.
- _____ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

GRANTOR

The City of Grand Rapids _____

BY: _____
Dale Christy, Mayor

BY: _____
Thomas Pagel, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ITASCA)

This instrument was acknowledged before me on ___ day of _____, 202___, by Dale Christy, Mayor and by Thomas Pagel, as City Administrator of the City of Grand Rapids

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My Commission expires: _____

THIS INSTRUMENT WAS DRAFTED BY:

Chad B. Sterle Law Office
502 NW 5th Avenue
Grand Rapids, MN 55744
T: 218-326-9646
F: 218-326-9647
Email: csterle@sterlelaw.com

**TAX STATEMENTS FOR THE REAL
PROPERTY DESCRIBED IN THIS
INSTRUMENT SHOULD BE SENT TO:**

Hawkinson Construction, Incorporated and
Round Properties, LLC
3000 Range Line Road
Grand Rapids, MN 55744

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

THE CITY OF GRAND RAPIDS, MINNESOTA

RESOLUTION NO. 21-__

**THE FINAL PLAT ENTITLED
“HAWKINSON COMMERCIAL DEVELOPMENT”**

WHEREAS, on October 18, 2021 the Planning Commission conducted a public hearing on the preliminary plat of *Hawkinson Commercial Development*, and

WHEREAS, on October 18, 2021 the Planning Commission recommended approval of said preliminary plat, contingent upon addressing several recommendations identified by the staff review committee, and

WHEREAS, the City Council approved the preliminary plat of *Hawkinson Commercial Development* as recommended by the Planning Commission on October 25, 2021, and

WHEREAS, the Planning Commission reviewed the final plat of *Hawkinson Commercial Development* on November 4, 2021 and found the plat to be in compliance with the City Code, and recommended approval of said final plat contingent upon the following conditions being adhered to;

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

WHEREAS, the final plat of *Hawkinson Commercial Development* conforms to the approved preliminary plat.

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

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

Approved by the City Council of the City of Grand Rapids this 22nd day of November, 2021.

Dale Christy, Mayor

Attest:

Kim Gibeau, City Clerk

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

DRAFT



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: November 22, 2021

AGENDA ITEM: Consider adopting a resolution awarding the sale of (Public Utilities Commission) General Obligation Utility Revenue Refunding Bonds, Series 2021D in the amount of \$1,225,000.

PREPARED BY: Barb Baird

BACKGROUND:

The bid opening for the sale of \$1,225,000 General Obligation Utility Revenue Refunding Bonds will occur on Monday, November 22, 2021 in the office of Ehlers & Associates, Inc. in Roseville, MN.

Representatives of the City and Ehlers will review the results of the competitive bidding for the sale of the bonds. A recommendation will be brought to the City Council for their consideration at 5:00 p.m.

Rebecca Kurtz, Vice President at Ehlers, will be at the City Council meeting to provide the results of the bid opening.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution awarding the sale of (Public Utilities Commission) General Obligation Utility Revenue Refunding Bonds, Series 2021D in the amount of \$1,225,000; fixing their form and specifications; directing their execution and delivery; and providing for their payment; and providing for the redemption of bonds refunded thereby.

Extract of Minutes of Meeting
of the City Council of the
City of Grand Rapids, Itasca County, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Grand Rapids, Minnesota, was duly held in the City Hall in said City on Monday, November 22, 2021, commencing at 5:00 P.M.

The following members were present:

and the following were absent:

* * *

* * *

* * *

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's (Public Utilities Commission) General Obligation Utility Revenue Refunding Bonds, Series 2021D to be issued in the original aggregate principal amount of \$1,120,000.

The City Administrator presented a tabulation of the proposals that had been received in the manner specified in the Terms of Proposal for the Bonds. The proposals are as set forth in EXHIBIT A attached.

After due consideration of the proposal, Member _____ then introduced the following resolution and moved its adoption:

RESOLUTION NO. 21-___

RESOLUTION AWARDING THE SALE OF (PUBLIC UTILITIES
COMMISSION) GENERAL OBLIGATION UTILITY REVENUE
REFUNDING BONDS, SERIES 2021D IN THE ORIGINAL AGGREGATE
PRINCIPAL AMOUNT OF \$1,120,000; FIXING THEIR FORM AND
SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY;
PROVIDING FOR THEIR PAYMENT; AND PROVIDING
FOR THE REDEMPTION OF BONDS REFUNDED THEREBY.

BE IT RESOLVED By the City Council (the “City Council”) of the City of Grand Rapids, Itasca County, Minnesota (the “City”) as follows:

Section 1. Background; Findings.

1.01. It is hereby determined that:

(a) the City, through its Public Utilities Commission (the “Commission”), owns and operates as a revenue-producing convenience, systems for the distribution of electricity, production and distribution of water, and collection and treatment of wastewater for the use of the City and its inhabitants and other customers;

(b) the City is authorized by the provisions of Minnesota Statutes, Chapter 475, as amended, and particularly Section 475.67, subdivision 3 to issue and sell its general obligation bonds to refund obligations and the interest thereon before the due date of the obligations, if consistent with covenants made with the holders thereof, when determined by the City Council to be necessary or desirable;

(c) on April 5, 2012, at the request of the Commission, the City issued its (Public Utilities Commission) General Obligation Utility Revenue Bonds, Series 2012D, dated April 1, 2012, in the original aggregate principal amount of \$2,025,000 (the “Series 2012 Bonds”) pursuant to Minnesota Statutes, Section 444.075 and Chapter 475, as amended (collectively, the Act”), in order to undertake improvements to water and sewer facilities within the City (the “Project”), which facilities the City has constructed, owns, and operates through its Commission;

(d) at the request of the Commission, the City has determined that it is necessary and desirable to achieve debt service savings and for the sound financial management of the affairs of the City and the Commission that the City issue its (Public Utilities Commission) General Obligation Utility Revenue Refunding Bonds, Series 2021D (the “Bonds”), in the original aggregate principal amount of \$1,120,000 to redeem and prepay the 2023 through 2033 maturities of the Series 2012 Bonds (the “Refunded Bonds”), of which \$1,170,000 in the principal amount is currently outstanding and callable on February 1, 2022 (the “Redemption Date”); and

(e) the City is authorized by Section 475.60, subdivision 2(9), of the Act to negotiate the sale of the Bonds because the City has retained Ehlers and Associates, Inc. as an independent municipal advisor in connection with such sale. The actions of the City staff and the City’s municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

Section 2. Sale of Bonds.

2.01. Award to the Purchaser and Interest Rates. The proposal of Baird, Milwaukee Wisconsin (the “Purchaser”), to purchase the Bonds of the City is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$1,202,171.14 (par amount of \$1,120,000.00, plus original issue premium of \$91,314.00, less underwriter’s discount of \$9,142,86), for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2023	3.000%	2028	3.000%
2024	3.000%	2029	3.000%
2025	3.000%	2030	2.000%
2026	3.000%	2031	2.000%
2027	3.000%	2033*	2.000%

**Term Bond*

2.02. Purchase Contract. Any amount paid by the Purchaser over the minimum purchase price shall be credited to the Debt Service Fund hereinafter created or deposited in the Redemption Fund hereinafter created as determined by the City Administrator and the General Manager of the Commission in consultation with the City’s municipal advisor. The City Administrator is directed to deposit the good faith check or deposit of the Purchaser, pending completion of the sale of the Bonds. The Mayor and City Administrator are directed to execute a contract with the Purchaser on behalf of the City.

2.03. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds to the Purchaser, pursuant to the Act in the original aggregate principal amount of \$1,120,000.00, originally dated as of the date of delivery, in fully registered form and issued in denominations of \$5,000 each or any integral multiple thereof, numbered No. R-1 and upward, bearing interest as above set forth, and maturing on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2023	\$ 95,000.00	2028	\$110,000.00
2024	100,000.00	2029	100,000.00
2025	100,000.00	2030	100,000.00
2026	105,000.00	2031	100,000.00
2027	110,000.00	2033*	200,000.00

**Term Bond*

2.04. Optional Redemption. The City may elect on February 1, 2030, and on any day thereafter to prepay Bonds maturing on or after February 1, 2031. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 8 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

2.05. Mandatory Redemption; Term Bond. The Bond maturing on February 1, 2023 shall hereinafter be referred to as the “Term Bond.” The principal amount of the Term Bond subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bond credited against future mandatory sinking fund redemptions of such Term Bond

in such order as the City shall determine. The Term Bond is subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

Sinking Fund Installment Date

<u>February 1, 2033 Term Bond</u>	<u>Principal Amount</u>
2032	\$100,000
2033*	\$100,000

* *Maturity*

Section 3. Form; Registration.

3.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

3.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2022, to the registered owners thereof of record as of the close of business on the 15th day of the immediately preceding month, whether or not that day is a business day.

3.03. Registration. The City will appoint, and will maintain, a bond registrar, transfer agent, authenticating agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar will keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the 15th day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is at any time registered, as of the applicable record date, in the bond register as the absolute owner of such Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to the Registrar that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it will not be necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, written notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) 30 days prior to the date of redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

3.04. Appointment of Initial Registrar. The City appoints U.S. Bank National Association, St. Paul, Minnesota, as the initial Registrar. The Mayor and the City Clerk or City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the Director of Finance must transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

3.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Administrator and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of any Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on a Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so prepared, executed and authenticated, the City Administrator will deliver the same to the Purchaser thereof upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser will not be obligated to see to the application of the purchase price.

3.06. Form of Bond. The Bonds will be printed or typewritten in substantially the form set forth in Exhibit B attached hereto.

3.07. Approving Legal Opinion. The City Administrator is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and to cause the opinion to be printed or accompany each Bond.

Section 4. Payment; Security; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds will be paid from a (Public Utilities Commission) General Obligation Utility Revenue Refunding Bonds, Series 2021D Debt Service Fund (the “Debt Service Fund”) to be administered and maintained by the Director of Finance as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City and the Commission. The City and the Commission will continue to maintain and operate its Water Fund and Sewer Fund to which will be credited all gross revenues of the sewer and water systems and out of which will be paid all normal and reasonable expenses of current operations of such systems. Any balance therein is deemed net revenues (the “Net Revenues”) and will be transferred from time to time to the Debt Service Fund, which Debt Service Fund shall be used to pay the principal of and interest on the Bond and any other bonds similarly authorized. To the Debt Service Fund there is hereby pledged and irrevocably appropriated and there will be credited: (i) any amounts paid by the Purchaser over the minimum purchase price, to the extent designated for deposit in the Debt Service Fund in accordance with Section 2.02 hereof; (ii) any collections of all taxes hereafter levied for the payment of the Bonds and interest thereon; (iii) all investment earnings on funds in the Debt Service Fund; (iv) Net Revenues pledged to the repayment of the Bonds; and (viii) any and all other moneys which are properly available and are appropriated by the City Council and the Board of the Commission to the Debt Service Fund. There will be deposited from time to time in the Debt Service Fund a sufficient amount to pay the principal of and interest on the Bonds when due, and the Director of Finance and the General Manager of the Commission will report any current or anticipated deficiency in the Debt Service Fund to the City Council and the Commission. If a payment of principal or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the Director of Finance is directed to pay such principal or interest from other funds of the City, and such fund will be reimbursed for those advances out of the proceeds of taxes when collected.

4.02 Redemption Fund. All proceeds of the Bonds, less any appropriations made in Section 4.01 hereof and the costs of issuance of the Bonds, will be deposited in a separate fund (the “Redemption Fund”) to be used solely to redeem and prepay the Refunded Bonds. Any balance remaining in the Redemption Fund

after the redemption of the Refunded Bonds on the Redemption Date shall be deposited in the Debt Service Fund herein created.

4.03. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein. To the extent that it shall ever be necessary to provide full and timely payment of the debt service on the Bonds, the City shall, pursuant to the authority described in this paragraph, levy an ad valorem tax on all taxable property within the City sufficient for such purposes.

4.04. Pledge of Tax Levy. It is hereby determined that the estimated collection of Net Revenues for the payment of principal and interest on the Bonds will produce at least 5% in excess of the amount needed to meet when due, the principal and interest payments on the Bonds, and that no tax levy is needed at this time.

4.06. Filing. The City Clerk is authorized and directed to file a certified copy of this resolution with the County Auditor/Treasurer of Itasca County and to obtain the certificate required by Section 475.63 of the Act and the tax levy required by law has been made.

4.07 Prior Resolution Pledges. The pledges and covenants of the City and the Commission made by the Prior Resolution relating to the ownership, protection of and other particulars governing the operation and financial management of the municipal sewer and water systems and the improvements thereto financed by the Refunded Bonds are restated and confirmed in all respects. The provisions of the Prior Resolution are hereby supplemented to the extent necessary to give full effect to the provisions of this resolution.

4.08. Prior Debt Service Fund. The debt service fund heretofore established for the Refunded Bonds pursuant to the Prior Resolution shall be terminated on the Redemption Date and all monies therein are hereby transferred to the Debt Service Fund herein created.

Section 5. Refunding; Findings; Redemption of Refunded Bonds.

5.01. Deposit of Funds. On the Redemption Date, the Refunded Bonds will be called for redemption in the principal amount of \$1,170,000. It is hereby found and determined that based upon information presently available to the City from its municipal advisor the issuance of the Bonds which will be used to redeem and prepay the Refunded Bonds, is consistent with covenants made with the holder of the Refunded Bonds and is necessary and desirable for the reduction of debt service costs to the City.

5.02. Application of Proceeds of Bonds. It is hereby found and determined that the proceeds of the Bonds deposited in the Redemption Fund, along with any other funds on hand in the debt service fund established pursuant to the Prior Resolution, will be sufficient to prepay all of the principal of, interest on and redemption premium (if any) on the Refunded Bonds.

5.03. Notice of Redemption. The Refunded Bonds maturing after the Redemption Date will be redeemed and prepaid on the Redemption Date. The Refunded Bonds will be redeemed and prepaid in accordance with their terms and in accordance with the terms and conditions set forth in the form of Notice of Call for Redemption hereto as EXHIBIT C which terms and conditions are hereby approved and incorporated herein by reference. The Registrar for the Refunded Bonds is authorized and directed to send a copy of the Notice of Redemption to the registered holder of the Refunded Bonds.

Section 6. Authentication of Transcript.

6.01. City Proceedings and Records. The officers of the City and the Commission are authorized and hereby directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City and the Commission relating to the Bonds and to the financial condition and affairs of the City and the Commission, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, may be deemed representations of the City and the Commission as to the facts stated therein.

6.02. Certification as to Official Statement. The Mayor, the City Administrator, the City Clerk, or the Director of Finance, or any of them, are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is, as of the date thereof, a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement, as it relates to the City and the Bonds.

6.03. Other Certificates. The Mayor, the Director of Finance, the City Clerk, the City Administrator, the General Manager of the Commission, or any of them, are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor, the Director of Finance, the City Clerk, the City Administrator, or any of them, shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Director of Finance shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

6.04. Electronic Signatures. The electronic signature of the Mayor, the Director of Finance, the City Administrator, the General Manager of the Commission, and/or the City Clerk to this resolution and to any document or certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) “electronic signature” means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or Adobe or a similarly digitally auditable signature gathering process; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

6.05. Payment of Costs of Issuance. The City authorizes the Purchaser to deposit the amount of Bond proceeds allocable to the payment of issuance expenses being paid on the closing date in accordance with the closing memorandum prepared by City’s municipal adviser, Ehlers & Associates, Inc. for further distribution by Ehlers & Associates, Inc.

Section 7. Tax Covenants.

7.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees, or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the

Bonds. To that end, the City will comply with all requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds.

7.02. Rebate. The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States.

7.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or to cause or permit the Bonds to be used in such a manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

7.04. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

- (a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;
- (b) the City designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;
- (c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2021 will not exceed \$10,000,000; and
- (d) not more than \$10,000,000 of obligations issued by the City during calendar year 2021 have been designated for purposes of Section 265(b)(3) of the Code.

7.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 8. Book-Entry System; Limited Obligation of City.

8.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.03 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

8.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds,

including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the Director of Finance of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co.," will refer to such new nominee of DTC; and upon receipt of such a notice, the City Clerk will promptly deliver a copy of the same to the Registrar and Paying Agent.

8.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

8.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests, in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

8.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 9. Continuing Disclosure.

9.01. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

9.02. Execution of Continuing Disclosure Certificate. “Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate hereby authorized to be executed by the Mayor and City Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

Section 10. Defeasance. When the Bonds and all accrued interest thereon, have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge the Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full or by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Bond and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date). If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted this 22nd day of November, 2021.

By _____
Its Mayor

Attest:

Its City Clerk

STATE OF MINNESOTA)
)
COUNTY OF ITASCA)
) SS.
CITY OF GRAND RAPIDS)

I, the undersigned, being the duly qualified and acting City Clerk of the City of Grand Rapids, Itasca County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on November 22, 2021 with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of \$1,120,000 (Public Utilities Commission) General Obligation Utility Revenue Refunding Bonds, Series 2021D of the City.

WITNESS My hand officially as such City Clerk of the City this ____ day of November, 2021.

City Clerk

EXHIBIT A**PROPOSALS****BID TABULATION****\$1,225,000* General Obligation Utility Revenue Refunding Bonds, Series 2021D****City of Grand Rapids, Minnesota****SALE: November 22, 2021****AWARD: BAIRD****Rating: S&P Global Ratings "AA-"****Tax Exempt - Bank Qualified**

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
BAIRD				\$1,314,111.70	\$99,198.86	1.2959%
Milwaukee, Wisconsin	2023	3.000%	0.300%			
C.L. King & Associates	2024	3.000%	0.400%			
Colliers Securities LLC	2025	3.000%	0.550%			
Fidelity Capital Markets	2026	3.000%	0.700%			
Crews & Associates, Inc.	2027	3.000%	0.850%			
Davenport & Co. L.L.C.	2028	3.000%	1.050%			
Duncan-Williams, Inc.	2029	3.000%	1.150%			
Loop Capital Markets	2030	3.000%	1.250%			
Country Club Bank	2031	2.000%	1.300%			
SumRidge Partners	2032 ¹	2.000%	1.400%			
Sierra Pacific Securities	2033 ¹	2.000%	1.400%			
Celadon Financial Group, LLC						
Isaak Bond Investments, Inc						
UMB Bank,N.A.						
Wintrust Investments, LLC						
FMS Bonds Inc.						
Central States Capital Markets						
Midland Securities						
First Southern LLC						
Dinosaur Securities						
Mountainside Securities LLC						
Valdes and Moreno						
NORTHLAND SECURITIES, INC.				\$1,267,273.70	\$104,265.19	1.3898%
Minneapolis, Minnesota						

* Subsequent to bid opening the issue size was decreased to \$1,120,000.

Adjusted Price - \$1,202,171.14 Adjusted Net Interest Cost - \$93,998.86 Adjusted TIC - 1.3067%

¹ \$200,000 Term Bond due 2033 with mandatory redemption in 2032.

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EXHIBIT B
FORM OF BOND

No. R-_____ UNITED STATES OF AMERICA \$_____
STATE OF MINNESOTA
COUNTY OF ITASCA
CITY OF GRAND RAPIDS

(PUBLIC UTILITIES COMMISSION)
GENERAL OBLIGATION UTILITY REVENUE REFUNDING BOND,
SERIES 2021D

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
%	February 1, 20__	_____, 2021	_____

Registered Owner: Cede & Co.

The City of Grand Rapids, Minnesota, a duly organized and existing municipal corporation in Itasca County, Minnesota (the “City”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum set forth above on the Maturity Date specified above, unless called for earlier redemption, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360-day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing August 1, 2022, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by U.S. Bank National Association, St. Paul, Minnesota, as Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2030, and on any date thereafter to prepay Bonds due on or after February 1, 2031. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company (“DTC”) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

The Bond maturing on February 1, 2023 shall hereinafter be referred to as the “Term Bond.” The principal amount of the Term Bond subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bond credited against future mandatory sinking fund redemptions of such Term Bond in such order as the City shall determine. The Term

Bond is subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

<u>Sinking Fund Installment Date</u>	
<u>February 1, 2033 Term Bond</u>	<u>Principal Amount</u>
2032	\$100,000
2033*	\$100,000

* *Maturity*

This Bond is one of an issue in the aggregate principal amount of \$1,120,000 all of like original issue date and tenor, except as to number, maturity date, interest rate, redemption privilege and denomination, all issued pursuant to a resolution adopted by the City Council on November 22, 2021 (the "Resolution"), for the purpose of providing money to refund the outstanding principal amount of certain general obligation bonds of the City, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Section 475.67, Section 444.075 and Chapter 475. The principal and interest hereon is payable from net revenues of the sewer and water utility systems operated by the Grand Rapids Public Utilities Commission (the "Commission"). Net revenues are pledged to a special debt service fund of the City and the Commission, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in net revenues pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

The City Council has designated the Bond as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, relating to disallowance of interest expense for financial institutions.

IT IS HEREBY CERTIFIED AND RECITED That in and by the Resolution, the City and the Commission have covenanted and agreed that it will continue to own and operate the sewer and water systems free from competition by other like utilities; that adequate insurance on said sewer and water systems and suitable fidelity bonds on employees will be carried; that proper and adequate books of account will be kept showing all receipts and disbursements relating to the Debt Service Fund, into which the Commission and the City will pay all of the gross revenues from the water and sewer systems; that it will also create and maintain a Debt Service Fund in the (Public Utilities Commission) General Obligation Utility Revenue Refunding Bonds, Series 2021D Fund, into which the Commission and the City will pay, out of the net revenues from the sewer system a sum sufficient to pay principal hereof and interest hereon when due; and that the City will provide, by ad valorem tax levies, for any deficiency in required net sewer system and water system revenues.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional, or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Grand Rapids, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Administrator and has caused this Bond to be dated as of the date set forth below.

Dated: _____

CITY OF GRAND RAPIDS, MINNESOTA

(Facsimile)
City Administrator

(Facsimile)
Mayor

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

U.S. BANK NATIONAL ASSOCIATION

By _____
Authorized Representative

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

U.S. BANK NATIONAL ASSOCIATION

By _____
Authorized Representative

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT
_____ Custodian _____

TEN ENT -- as tenants by entireties

(Cust) (Minor)
under Uniform Gifts or Transfers to Minors
Act, State of _____

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program (“STAMP”), the Stock Exchange Medallion Program (“SEMP”), the New York Stock Exchange, Inc. Medallion Signatures Program (“MSP”) or other such “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

Registered Owner

Signature of Registrar

Cede & Co.
Federal ID #13-2555119

EXHIBIT C

NOTICE OF REDEMPTION

\$2,025,000
 City of Grand Rapids, Minnesota
 (Public Utilities Commission)
 General Obligation Utility Revenue Bonds
 Series 2012D

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of the Grand Rapids, Minnesota (the “City”), there have been called for redemption and prepayment on

February 1, 2022

all outstanding bonds designated as City of Grand Rapids, Minnesota (Public Utilities Commission) General Obligation Utility Revenue Bonds Series 2012D, dated April 1, 2012, issued by the City in the original aggregate principal amount of \$2,025,000, having stated maturity dates of February 1 in the years 2023 through 2033, both inclusive, totaling \$1,170,000 in principal amount, and with the following CUSIP numbers:

<u>Year of Maturity</u>	<u>Amount</u>	<u>CUSIP</u>
2024*	\$210,000	386334 6A9
2026*	220,000	386334 6C5
2029*	330,000	386334 6F8
2032*	305,000	386334 6J0
2033	105,000	386334 6K7

*Term Bond

The Bonds will be redeemed at a price of par plus accrued interest to February 1, 2022, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the main office of _____ (formerly known as Wells Fargo Bank, National Association), Minneapolis, Minnesota, at the following address, on or before February 1, 2022.

 600 South 4th Street, 6th Floor
 MAC 9300-060
 Minneapolis, MN 55479
 Attention: Corporate Trust Operations

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2009, the City is required to withhold a specified percentage of the principal amount of the redemption price payable to the holder of any bonds subject to redemption and prepayment on the

redemption date, unless the City is provided with the Social Security Number or Federal Employer Identification Number of the holder, properly certified. Submission of a fully executed Request for Taxpayer Identification Number and Certification, Form W-9 will satisfy the requirements of this paragraph.

Dated: _____.

BY ORDER OF THE CITY COUNCIL OF THE
CITY OF GRAND RAPIDS, MINNESOTA

STATE OF MINNESOTA
COUNTY OF ITASCA

CERTIFICATE OF COUNTY
AUDITOR/TREASURER
AS TO REGISTRATION

I, the undersigned County Auditor/Treasurer of Itasca County, Minnesota, hereby certify that a certified copy of a resolution adopted by the governing body of the City of Grand Rapids, Minnesota, on November 22, 2021, relating to the \$1,120,000 General Obligation Utility Revenue Refunding Bonds, Series 2021D of said municipality dated _____, 2021, has been filed in my office and said bonds have been entered on the register of obligations in my office.

WITNESS My hand and official seal this _____ day of _____, 2021.

COUNTY AUDITOR/TREASURER
ITASCA COUNTY, MINNESOTA

By: _____

Its: _____

(SEAL)



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 11/22/2021

AGENDA ITEM: Authorize Fire Department to purchase of two Milwaukee MX Fuel Rocket Tower lights

PREPARED BY: Travis Cole

BACKGROUND:

The fire department has a need to purchase a light plant to help illuminate emergency scenes making it safer to perform all necessary tasks. The fire department has done some research and the Milwaukee MX Fuel Rocket tower lights would work the best for emergency scenes as they would be able to be easily transported and set up inside or outside as they are battery powered. This purchase would also allow other City departments and functions to be able to use them as needed. This purchase would be made from the fire departments operating fund.

REQUESTED COUNCIL ACTION:

Make a motion to allow the Grand Rapids Fire Department to purchase 2 Milwaukee MX Fuel Rocket Lights for a total of \$4899.00 from Home Depot.

November 18, 2021

GRFD
18 NE 5TH ST.
Grand Rapids, MN 55744
ATTN: Rob Rima

Phone: 218-259-0792
Fax:

Account #: GRMN0408
Quote #: 94849
Job #:

Due Date: 11/30/2021
Expiration Date: 12/18/2021
PO #:

<u>Part #</u>	<u>Customer Part #</u>	<u>Description</u>	<u>Quantity</u>	<u>Price/C</u>	<u>Extended Price</u>
2199020		Tower Light/Charger	2	\$299,999.0000	\$5,999.98
USD Total:					\$5,999.98

Thank you,

FASTENAL
1340 East Hwy 169
Grand Rapids, MN 55744
Phone: (218)327-5465
Fax: (218)327-5490
E-mail: MNGRA@stores.fastenal.com



*Shipping & Handling charges are subject to change.



You're shopping
Grand Rapids,...
● **OPEN** until 9 pm

Delivering to
55744

Search



Cart | 2 items

Home / Lighting / Commercial Lighting / Work Lights / Standing Work Lights

Internet #311721136 Model #MXF041-1XC Store SKU #1004921154

Milwaukee (Brand Rating: 4.6/5)

MX FUEL ROCKET Tower Light/Charger

★★★★★ (3) Questions & Answers (4)

1401557425



Live Chat
Feedback



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TO LIGHT THE SITE



Hover Image to Zoom

SPECIAL BUY \$2999⁰⁰

Bulk Savings



\$500.00 /mo* suggested payments with 6 months* financing [Apply Now](#) ⓘ

Buy 2 or More, Save \$1099.00

Any combination

Add 2 to Qualify

>

🗉

🗉 Live Chat

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🗉

How to Get It

Delivering to: **55744** | [Change](#)

Ship to Store

Pickup
Nov 23 - Nov 29

FREE

Ship to Home

Get it by
Thu, Dec 16

FREE

Scheduled Delivery

Not available for this item

We'll send up to **20** to **Grand Rapids, MN** for **free pickup**
[Change Store](#)



Protect This Item [Learn more](#) ⓘ

Select a Home Depot Protection Plan by Allstate for:

3 Year / **\$349.00**

No thanks

- 1 +

Add to Cart

Your Cart (2)

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Checkout

FREE Shipping on eligible items. [View Details](#)

[Turn on Instant Checkout](#)



Milwaukee MX FUEL ROCKET Tower Light/Charger

Model #MXF041-1XC

\$5,998.00

(\$2,999.00/item)

✓ **Bulk Savings | Applied**

2

Ship To Store
Grand Rapids, MN
55744

FREE

Ship To Home
Estimated Arrival:
Thu, Dec 16

FREE

Scheduled Delivery
Starting at **\$8.99** for delivery as soon as **tomorrow**

[How it Works](#)

Add a Home Depot Protection Plan by Allstate?

3-year Protection for **\$698.00**
(Qty: 2 , at \$349.00/item)

[Learn More](#)

[Save for Later](#) | [Save to Favorites](#) | [Remove](#)

Subtotal	\$5,998.00
Savings	-\$1,099.00
Estimated Shipping*	FREE
Sales Tax (determined in later step)	---

Total **\$4,899⁰⁰**

You Saved **18% Off** Your Item

✓ **Bulk Savings | Applied**

[View Details](#)

[Have a promo code?](#)

* Shipping and delivery charges are calculated at the lowest rate available. Other methods will be viewable on the next page.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: November 22, 2021

AGENDA ITEM: Golf Concessionaire Contract Update

PREPARED BY: Bob Cahill

BACKGROUND: TOM PAGEL, BARB BAIRD, AND BOB CAHILL MET TO DISCUSS THE NEW TRACKMAN VIRTUAL GOLF SIMULATOR OPERATIONS. AS A RESULT OF THE MEETING IT WAS DETERMINED THAT THE BEST OPTION TO COLLECT SIMULATOR FEES AND TO STAFF THE OPERATION WOULD BE FOR OUR CONCESSIONAIRES TO HANDLE THOSE DUTIES. THE ATTACHED DOCUMENTS DETAIL THE ARRANGEMENT THAT HAS BEEN AGREED UPON BY OUR CONCESSIONAIRES, JANELLE AND STEWART BASTIAN.

City Attorney Chad Sterle has drawn up the language that is now included in the Concessionaire Contract.

REQUESTED COUNCIL ACTION:

Make a motion to update the Pokegama Golf Course/ Concessionaire Contract that will now include payment of \$15 per hour to our Concessionaires for each hour the simulators are open for business in exchange for staffing the new Trackman Virtual Golf Simulator operations. The new contract language is included in the attached documents. The new simulator operations are projected to result in an annual (4 month winter season) net income for Pokegama Golf Course of \$15,000-\$20,000. The Simulators were donated to Pokegama Golf Course by benefactors that prefer to remain anonymous.

1.4 Simulators: Pokegama Golf Course has two Trackman Golf Simulators (hereinafter referred to as the “Simulators”) that have been installed in the clubhouse dining room as of November 2021. The City of Grand Rapids desires that the Concessionaires collect the fees for the hourly rental of both Simulators.

The Concessionaires will be responsible for staffing the operation during business hours that are mutually agreed upon by Concessionaires and PGC Director of Golf (hereinafter referred to as the “DOG”). The Simulators’ hourly rate charge will be determined by the DOG.

In exchange for the staffing of the operation the Concessionaires will receive payment of \$15 for each hour the simulators are open for business.

The DOG will monitor use of the Simulators and report any discrepancies to the Concessionaires and City Finance Department.

The Simulator rental fees, minus the \$15 hourly operator fees, will be paid weekly to the City of Grand Rapids/Pokegama Golf Course by the Concessionaires.

Actual daily hours of business shall be reported with the weekly summary of operations to the DOG by the Concessionaires.

The DOG and Concessionaires will work together to market the simulators with related expenses to be paid by City of Grand Rapids/Pokegama Golf Course.

CONCESSIONAIRE AGREEMENT

This Concessionaire Agreement is entered into this ____ day of _____, 2012, by and between the City of Grand Rapids, Minnesota, a municipal corporation ("City") and S. Bastian Companies, LLC on behalf of Stewart Bastian as its Corporate Officer ("Concessionaire").

RECITALS

WHEREAS, City owns Pokegama Golf Course and Clubhouse and desires to contract for concessionary services; and

WHEREAS, Concessionaire has represented that they are willing and able to provide high quality concessionaire services as contemplated by this Agreement; and

WHEREAS, City and Concessionaire wish to enter into this Agreement specifying the terms and conditions under which City will retain Concessionaire to provide concessionaire services;

NOW, THEREFORE, City and Concessionaire, for goods and valuable mutual consideration, and with the intent of being legally bound, agree as follows:

ARTICLE 1 - CONCESSIONS SERVICES

1.1 General: City hereby grants to Concessionaire the right to provide concession services as further defined in the Concession Agreement, at Pokegama Golf Course and Clubhouse, for the term of this Concessionaire Agreement. Concessionaire commits to provide concessionaire services as required by this Concessionaire Agreement for the term hereof. "Concession services" consists of Clubhouse concession services, beverage cart services and special event concession services. The concessionaire may cater private events during the term of the contract. In the event of a conflict between golf related events and private related events, golf related events shall have first priority. Further, during private events, the bar area must be open to the golfing public and they also must be allowed access to the on-sale liquor service.

1.2 Clubhouse Services: Clubhouse services shall consist of food and beverage services prepared and served within Pokegama Golf Course Clubhouse, including on-sale liquor service. Clubhouse services shall be provided on a schedule of days and hours per day as designated by City's Director of Golf. Clubhouse services shall be available on days when the golf course is open. The typical golf season runs from early April through late October but may be extended, weather permitting. If the Concessionaire wishes to apply for an off-sale liquor license and all conditions of such a license can be met, the City will not object to the license's issuance.

1.3 Beverage Carts: Concessionaire shall provide beverage service, including liquor service, from beverage carts on days and times mutually agreed between Concessionaire and City's Director of Golf. The City owns one beverage cart and will allow the Concessionaire to use said cart at no expense for as long as it is mutually agreed to by all parties.

Concessionaire shall provide liability insurance covering operation of the cart, along with liquor liability insurance covering the dispensing of beverages while using the cart. Liability coverage shall be at least \$1,500,000 combined single limit or such other amount as set forth in Minn. Stat. § 466.06, subd. 1, as may be changed from time to time, setting forth a municipality's maximum liability limit. Liquor liability coverage applicable to the cart shall be at least the minimum amounts required by statute. City shall be named as an additional insured with respect to use of the cart and copies of the policies of insurance shall be deposited with the City Clerk prior to use of the cart by Concessionaire.

1.4 Simulators: Pokegama Golf Course has two Trackman Golf Simulators (hereinafter referred to as the "Simulators") that have been installed in the clubhouse dining room as of November 2021. The City of Grand Rapids desires that the Concessionaires collect the fees for the hourly rental of both Simulators.

The Concessionaires will be responsible for staffing the operation during business hours that are mutually agreed upon by Concessionaires and PGC Director

of Golf (hereinafter referred to as the “DOG”). The Simulators’ hourly rate charge will be determined by the DOG.

In exchange for the staffing of the operation the Concessionaires will receive payment of \$15 for each hour the simulators are open for business.

The DOG will monitor use of the Simulators and report any discrepancies to the Concessionaires and City Finance Department.

The Simulator rental fees, minus the \$15 hourly operator fees, will be paid weekly to the City of Grand Rapids/Pokegama Golf Course by the Concessionaires.

Actual daily hours of business shall be reported with the weekly summary of operations to the DOG by the Concessionaires.

The DOG and Concessionaires will work together to market the simulators with related expenses to be paid by City of Grand Rapids/Pokegama Golf Course.

1.5 Special Events: Concessionaire shall provide catering services for golf related banquets and other golf related special events at Pokegama Golf Course Clubhouse.

1.6 Standards: Concessionaire agrees to provide high quality food and beverages and diligent service and management in providing concession services under this Concessionaire Agreement, and to do those things necessary to provide good and proper service similar to that provided for the same goods and services provided under similar circumstances in the community.

1.7 Licenses Permits: Concessionaire shall be responsible to obtain and keep in force all licenses and permits necessary to lawfully provide concession services pursuant to this Concessionaire Agreement. Concessionaire shall hold a valid on-sale intoxicating liquor license for the premises as a condition of this Concessionaire Agreement.

1.8 Employees: All persons retained to provide concession services pursuant to this Concessionaire Agreement shall be employees of Concessionaire and not of City. Concessionaire shall provide City with a copy of a Minnesota workers' compensation policy evidencing coverage for all of Concessionaire's employees. Concessionaire shall deduct all legally required payroll deductions and remit same according to law.

ARTICLE 2 - FEE, BOND

2.1 Fee: Concessionaire shall pay to City, as consideration for the right to provide concession services pursuant to this Agreement, the amount of Eighteen Thousand Dollars (\$ 18,000) per year or \$2,000 per month payable in the months of April, May, June, July, August, September, October, November, and December. Rent fees for each month will be due the 1st of each month.

In addition to the annual fee outlined in the previous paragraph, beginning in the calendar year 2013, Concessionaire will also pay to the City a Franchise Fee consisting of 2% of the annual total gross sales in excess of \$400,000 as reported on the Concessionaire's Minnesota State Sales Tax returns each year. The annual payment date for the franchise fee would be due two quarters after the applicable taxable year.

2.2 Golfing Privileges: The Concessionaires, limited to Stewart, Janelle, Annika and Natalie Bastian may golf at the Pokegama Golf Course at no cost. This is agreed to, in part, to assist the Concessionaires in becoming as visible to the golfing community as possible.

2.3 Surety Bond: Concessionaire shall furnish to City a surety bond, letter of credit or cash deposit in the amount of Five Thousand Dollars (\$5,000.00) in order to assure compliance with the provisions of this Agreement by no later than January 1, 2013. If Concessionaire fails to comply with the provisions of this Concessionaire

Agreement, City shall be entitled, without further notice to Concessionaire, to call upon said surety bond, letter of credit or cash deposit to satisfy Concessionaire's obligations hereunder. Any surety bond or letter of credit furnished by Concessionaire shall state on its face that it shall remain in effect for the term of this Concessionaire Agreement and any renewal thereof. If Concessionaire furnishes a cash deposit, said deposit shall be held by City for the term of this Concessionaire Agreement unless earlier called upon by City to satisfy Concessionaire's obligations hereunder. It is further agreed that such cash deposit, surety bond or letter of credit will be released when this Concessionaire Agreement is no longer in effect, following the taking of an inventory and a determination by the City that the premises and any of City's equipment therein is returned to City in a condition acceptable to City.

ARTICLE 3 - UTILITIES

3.1 Concessionaire and City Responsibilities:

Concessionaire shall be solely responsible for all costs related to phone and internet services which are independent of the golf course operations.

_____The Concessionaire shall pay for all utility costs, including natural gas and electricity, associated with the food preparation and bar service areas, which will be metered separately from the common areas and the golf shop. In addition, Concessionaire agrees to pay twenty-five percent (25%) of the utility bills for the remaining portions of the building for the months of April through October of each year.

The Concessionaire will be responsible for all of the of garbage picked up at the Clubhouse including recyclables. Thus, the City will have no responsibility for garbage or recycled goods services.

Concessionaire will be solely responsible for one-hundred percent (100%) of the cable television charges. Pay per view and any additional premium channel charges will also be at Concessionaire's sole expense.

ARTICLE 4 - EQUIPMENT

4.1 Concessionaire.

Concessionaire will have the opportunity to use the existing restaurant equipment and beverage cart (as specified in paragraph 1.3 above) owned by the Pokegama Golf Course existing as of the date of this agreement. Concessionaire will be responsible for the acquisition of any additional equipment deemed necessary for the food and beverage operation. Concessionaire will be responsible for all repairs, maintenance and replacement of any equipment, including that owned by the City. The City will retain ownership of its equipment and will remove the equipment at the request of

Concessionaire and will be responsible for the disposal or sale of said equipment.

All equipment, supplies and small wares, including glassware, flatware and serving items, purchased by the Concessionaire will be the sole responsibility of Concessionaire.

Concessionaire agrees to be fully responsible for the costs and safe-keeping of all consumables used in the execution of the restaurant/bar operations, including cleaning and cooking supplies.

4.2 City. City will provide a walk-in cooler/freezer for use by the Concessionaire and will be responsible for any repairs necessary for the cooler/freezer. City will not be responsible for any inventory losses resulting from the malfunction of the cooler. In the case of malfunction the City will repair or replace the cooler within a reasonable time and Concessionaire agrees to be fully responsible for any inventory losses that may have occurred as a result of said malfunction.

Concessionaire will provide the consumables and equipment necessary for the daily maintenance of the main floor and basement restrooms, including toilet paper and hand towels.

4.3 Snow Removal. City will be responsible for snow removal from the parking lot as well as the abutting County Road. Concessionaire agrees to remove the snow from the sidewalks and pedestrian walkways in a timely fashion.

ARTICLE 5 - MAINTENANCE, SECURITY

5.1 Maintenance: Concessionaire agrees to maintain and operate their business in compliance with all laws and regulations, including standards set by OSHA and the State Fire Marshall. Concessionaire shall be responsible for the daily cleaning and maintenance of the interior/exterior food service areas, including the kitchen, bar, main floor restrooms and exterior garbage collection area. Concessionaire shall also be responsible for daily cleaning of all public access basement areas.

City shall be responsible for the maintenance of the building exterior, parking lot, all interior fixtures and furniture, the building's plumbing, heating and electrical systems, outside patio furniture, outside patio, exterior walls, foundation, grounds, and the sprinkler systems.

5.2 Security: During the operating season, Concessionaire shall be responsible to secure the premises at the close of each business day by locking all doors and windows. Personal property of Concessionaire kept on the golf course premises or in the Clubhouse are kept there at the risk of Concessionaire and City shall not be liable for any damages, loss or theft thereof. The City shall furnish burglar and fire alarm systems as well as video surveillance systems of both the interior and exterior of the clubhouse, parking lot, and park areas.

ARTICLES 6 - INDEMNITY, INSURANCE

6.1 Indemnity: Concessionaire agrees well and truly to perform and faithfully observe and comply with all the conditions, regulations and provisions prescribed herein, and to indemnify, save and keep harmless and defend City, its

officers, agents and employees of and from any liability, lien, judgment, costs, damages and expenses of whatsoever kind which may in any way be suffered by City or its officers, agents, or employees by reason of or in consequence of the operation of the concession services herein provided for on account of any act or thing done or suffered or omitted to be done under the authority or supposed authority of such grant. This indemnification provision is also applicable to Concessionaire's use of the cart as provided in Section 1.3 of this Concessionaire Agreement.

6.2 Liability Insurance: Concessionaire shall provide general liability insurance for the involved premises and liquor liability insurance for any liquor or liquor related concessions for which liquor liability insurance is generally obtained. General liability coverage amounts shall be at least \$1,500,000 combined single limit or such other amount as set forth in Minn. Stat. § 466.04, subd. 1, as may be changed from time to time, setting forth a municipality's maximum liability limit. Liquor liability coverage amounts for bodily injury, property damage and loss of means of support shall be at least in the minimum amount required by statute. The insurance policies shall name the City as an additional insured. Copies of said policies shall be deposited with the City Clerk prior to commencement of the term of this Agreement.

ARTICLE 7 - TAXES

7.1 Sales Tax: Concessionaire shall be exclusively responsible to timely remit sales taxes based on concessions services provided by Concessionaire pursuant to this Concessionaire Agreement.

ARTICLE 8 - TERMS, CANCELLATION

8.1 Term: The term of this Agreement shall be from January 1, 2013 through December 31, 2015.

8.2 Cancellation: This Agreement shall be subject to cancellation during the term hereof in the event of the happening of any one or more of the following:

- (a) Mutual agreement of City and Concessionaire;

- (b) At the option of City if Concessionaire is adjudicated bankrupt, is in receivership, has made an assignment for the benefit of creditors, or because Concessionaire's financial condition is such that Concessionaire is unable to continue to satisfactory operation;
- (c) Failure of Concessionaire to reasonably perform, keep and observe any of the provisions of this Concessionaire Agreement and the failure of Concessionaire to correct any default or breach thereof within a time specified by City.

8.3 Sale: Should Concessionaire sell the business to a third party during the term of this contract, this contract shall be subject to renegotiation or cancellation.

8.4 Removal: Upon expiration or cancellation of this Agreement, Concessionaire shall remove all goods, chattels and fixtures belonging to Concessionaire and shall leave the premises in the condition in which they were received. In the event said goods, chattels and fixtures are not removed within 14 days from termination of this Agreement, the Concessionaire shall be deemed to have abandoned the same to City.

ARTICLE 9 - GENERAL

9.1 Independent Contractor: Concessionaire is deemed an independent contractor for purposes of this Agreement, and any and all persons employed by Concessionaire in the performance of any work or services required or provided for in this Agreement shall not be considered employees of City for any purpose whatsoever, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit and any and all such claims shall be the sole obligation and responsibility of Concessionaire.

9.2 No Subcontract, Assignment: No portion of this Agreement may be assigned or subcontracted by Concessionaire to any other party without prior written consent of City.

9.3 Governing Law: This Concessionaire Agreement shall be governed by the laws of the State of Minnesota.

9.4 Waivers: The waiver by City or by Concessionaire of any breach of any term, covenant or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

9.5 Notices: Where referred to in this Concessionaire Agreement, notice to City of Concessionaire, respectively shall be addressed as follows:

To City: City of Grand Rapids c/o
Director of Golf Course
Pokegama Golf Course
3910 Golf Course Road
Grand Rapids, MN 55744

To Concessionaire: S. Bastian Companies, LLC on behalf of
Stewart Bastian as its Corporate Officer
("Concessionaire").

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date first written above.

CITY OF GRAND RAPIDS

By: _____
Dale Adams, Mayor

ATTEST: _____
SHAWN GILLEN,
Its City Administrator

By: _____

S. Bastian Companies, LLC
Stewart Bastian, Corporate Officer

Subscribed and sworn to before me
this day of _____, 2012.

Notary Public