



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

CITY COUNCIL MEETING AGENDA

Monday, April 25, 2022

5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, April 25, 2022 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

PUBLIC FORUM:

PUBLIC COMMENT:

1. Allow for public comment regarding GRPD Portable Audio / Video Recorder (Body Worn Camera BWC)

COUNCIL REPORTS:

APPROVAL OF MINUTES:

2. Approve City Council minutes for Monday, April 4, 2022 Special meeting, Monday, April 11, 2022 Regular meeting and April 11, 2022 Closed meeting summary.

VERIFIED CLAIMS:

3. Approve the verified claims for the period April 5, 2022 to April 18, 2022 in the total amount of \$897,625.32.

CONSENT AGENDA:

4. Consider adopting a resolution and approving a grant agreement with the State of Minnesota for the 21st Street SW Extension project
5. Consider adopting a resolution and approving a limited use permit with the State of Minnesota for amenities within the Highway 169 right-of-way
6. Consider making a motion to add to and hire from the Public Works Part-Time Eligibility List for the 2022 Spring/Summer Maintenance Season.
7. Consider approving the General Liability insurance coverage through the League of Minnesota Cities Insurance Trust.
8. Consider changing Group Base Life, Supplemental Life, and LTD Insurance providers effective June 1, 2022.

- [9.](#) Consider Voiding Lost Accounts Payable Check and Issue a Replacement Check
- [10.](#) Consider a resolution extending the bid opening date for the IRA Civic Center Improvement project.
- [11.](#) Consider adopting a resolution to authorize closing Capital Projects Fund- IRA Civic Center Capital Project Fund.
- [12.](#) Consider allowing the Fire Chief to sign the Memorandum of Understand between Casper Construction and GRFD.
- [13.](#) Consider approving a Supplemental Letter Agreement (SLA) 2022-4 with SEH related to CP 2022-4, 7th Avenue SE Overlay.
- [14.](#) Consider approving golf course employment
- [15.](#) Consider authorizing the Police Department to enter into a Joint Powers Agreement with the Aitkin Itasca Mille Lacs Violent Crimes Enforcement Team (AIM VCET) replacing the previous JPA.
- [16.](#) Consider authorizing Grand Rapids Police Department to apply for the 2022 COPS Grant.

SET REGULAR AGENDA:

ADMINISTRATION:

- [17.](#) Consider a resolution encouraging the State legislature to increase LGA funding by \$90 million.

ENGINEERING PUBLIC WORKS:

- [18.](#) Consider adopting a resolution accepting low bid and entering into an agreement with TNT Construction Group, LLC for CP 2003-18

GOLF:

- [19.](#) Consider entering into Independent Contractor Agreement/Golf

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR MAY 09, AT 5:00 PM

Hearing Assistance Available: This facility to 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



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REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 25, 2022

AGENDA ITEM: Allow for public comment regarding GRPD Portable Audio / Video Recorder (Body Worn Camera BWC)

PREPARED BY: Captain Andy Morgan

BACKGROUND:

Grand Rapids Police BWC work group has been extensively researching Portable Audio / Video Recorder (Body Worn Camera, BWC) for the past eight (8) months.

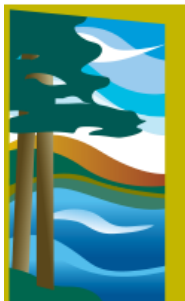
Grand Rapids City Council approved the funding, purchase and implementation of fifteen (15) BWC during an October 11, 2021 Council Work Session.

Grand Rapids Police Leadership detailed the AXON Body 3 and proposed associated GRPD Portable Audio / Video Recorder Policy 445 on March 28, 2022 Council Work Session.

MN 628.8473 Subd. 2. Public Comment. A local law enforcement agency must provide an opportunity for public comment before it purchases or implements a portable recording system. At a minimum, the agency must accept public comments submitted electronically or by mail, and the governing body with jurisdiction over the budget of the law enforcement agency must provide an opportunity for public comment at a regularly scheduled meeting.

REQUESTED COUNCIL ACTION:

Allow for public comment regarding GRPD Portable Audio / Video Recorder (Body Worn Camera BWC)



CITY OF
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CITY COUNCIL SPECIAL MEETING MINUTES
Monday, April 04, 2022
7:30 AM

Mayor Christy called the meeting to order at 7:35 AM.

CALL OF ROLL:

PRESENT: Mayor Dale Christy, Councilor Dale Adams, Councilor Michelle Toven, Councilor Rick Blake,
 Councilor Tasha Connelly

OTHERS PRESENT: Rob Mattei, Kari Hedlund, Tom Pagel via phone

1. Consider entering into a contract with High Road Touring and approve payment according to the terms of the contract.

City Administrator Pagel presented background information on Wilco contract and Grand Rapids Riverfest plans.

Motion made by Councilor Connelly, Second by Councilor Toven to approve agreement with High Road Touring. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

2. Consider and addendum to the Grand Rapids Autonomous Vehicle Master Services Agreement (MSA)

Mr. Mattei reviews amendment to May Mobility contract, explaining the connection with the Plum Catalyst contract in item #3.

Motion made by Councilor Blake, Second by Councilor Connelly to approve amendment to May Mobility contract as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

3. Consider approval of a contract with Plum Catalyst

Motion made by Councilor Blake, Second by Councilor Connelly to approve Plum Catalyst contract as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

There being no further business, the meeting adjourned at 7:44 AM.

Respectfully submitted:

Kimberly Gibeau
 Kimberly Gibeau, City Clerk



CITY OF
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CITY COUNCIL MEETING MINUTES
Monday, April 11, 2022
5:00 PM

Mayor Christy called the meeting to order at 5:07 PM.

CALL OF ROLL:

PRESENT: Mayor Dale Christy, Councilor Dale Adams, Councilor Michelle Toven, Councilor Rick Blake, Councilor Tasha Connelly

Staff: Chad Sterle, Barb Baird, Matt Wegwerth, Will Richter, Kevin Ott, Andy Morgan, Dom DeGuisseppi

PUBLIC FORUM: No one wished to speak.

PUBLIC COMMENT:

1. Allow for public comment regarding GRPD Portable Audio / Video Recorder (Body Worn Camera BWC)

No one wished to speak.

COUNCIL REPORTS:

Councilor Blake discussed new formula to be proposed for LGA.

Councilor Adams provided overview of RAMS meeting including discussion on ambulance services in the Iron Range.

Mayor Christy attended a tour of ICC with Sen. Klobuchar and participated in discussions regarding workforce development.

APPROVAL OF MINUTES:

2. Approve Council minutes for the following meetings:

March 28, 2022 Closed, Worksession and Regular meetings and April 4, 2022 Special meeting

Motion made by Councilor Toven, Second by Councilor Connelly to approve the Council minutes as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

VERIFIED CLAIMS:

3. Approve the verified claims for the period March 22, 2022 through April 4, 2022 in the total amount of \$530,585.46.

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

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

4. Acknowledged minutes for the following Board & Commission meetings:

February 9, 2022 PUC Meeting
 February 15, 2022 Golf Meeting
 March 1, 2022 Arts & Culture Meeting
 March 10, 2022 GREDA Meeting
 March 23, 2022 Human Rights Meeting

CONSENT AGENDA:

5. Consider amending Chapter 30, Article 149 Stormwater Protection Ordinance

Adopted City Ordinance 22-04-01

6. Consider adopting a resolution authorizing the 2022 budgeted operating transfers.

Adopted Resolution 22-37

7. Consider adopting a resolution accepting a \$250,000 grant from the Iron Range Resources and Rehabilitation Community Infrastructure Grant Program.

Adopted Resolution 22-38

8. Consider adopting Grand Rapids Police Policy 445 Portable Audio / Video Recorder

9. Consider adopting a resolution accepting a donation of \$500.00 from VFW Auxiliary Post 1720 to purchase Zoll AED Plus supplies as needed

Adopted Resolution 22-39

10. Consider adopting a resolution accepting a \$500 donation from Rosenbauer MN, LLC to the GRFD to purchase a memorial for the late James Gibeau

Adopted Resolution 22-40

11. Consider changing Group Base Life & Supplemental Insurance provider.

12. Consider a motion to approve the procurement contract with Government Finance Officers Association (GFOA) for Enterprise Resource Planning (ERP) Advisory Services for \$20,000.

13. Consider approving temporary and permanent easements related to the Grand Rapids/Cohasset Industrial Park Infrastructure Project and authorize payment
14. Consider approving Pokegama Golf Course Seasonal Employees/Wages
- 14a. Consider approving eligibility list for Hospital Security Officers, change of status for Christina Davis from part-time to full-time Hospital Security and appoint Sebastian Holmberg and Makhi Ruesink to position of part-time Hospital Security.
- 14b. Consider hiring Public Works Summer Maintenance I employee.

Motion made by Councilor Blake, Second by Councilor Adams to approve the Council agenda as amended with addition of items #14a. and #14b. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

SET REGULAR AGENDA: No items.

There being no further business, the meeting adjourned at 5:29 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



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CITY COUNCIL CLOSED MEETING MINUTES

Monday, April 11, 2022

4:30 PM

Mayor Christy called the meeting to order at 4:30 PM.

PRESENT: Mayor Dale Christy, Councilor Dale Adams, Councilor Michelle Toven, Councilor Rick Blake, Councilor Tasha Connelly

STAFF: Chad Sterle, Kimberly Gibeau

BUSINESS:

1. Continued annual performance review of Tom Pagel, City Administrator.

Continued discussion regarding City Administrator performance and setting of goals.

There being no further business, the meeting adjourned at 5:02 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk

DATE: 04/21/2022
 TIME: 13:07:37
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 04/25/2022

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
0205640	LEAGUE OF MN CITIES INS TRUST	174,128.00
	TOTAL	174,128.00
CITY WIDE		
0508450	EHLERS AND ASSOCIATES INC	1,000.00
	TOTAL CITY WIDE	1,000.00
ADMINISTRATION		
1301020	MADDEN GALANTER HANSEN, LLP	114.00
	TOTAL ADMINISTRATION	114.00
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM SERVICES	52.89
0315455	COLE HARDWARE INC	33.44
0920060	ITASCA COUNTY TREASURER	45.00
1605665	PERSONNEL DYNAMICS LLC	229.80
2018680	TRU NORTH ELECTRIC LLC	2,619.50
	TOTAL BUILDING SAFETY DIVISION	2,980.63
COMMUNITY DEVELOPMENT		
0301685	CARQUEST AUTO PARTS	3.84
0508450	EHLERS AND ASSOCIATES INC	928.75
	TOTAL COMMUNITY DEVELOPMENT	932.59
FIRE		
0118100	ARAMARK UNIFORM SERVICES	20.20
0121721	AUTO VALUE - GRAND RAPIDS	103.89
0301685	CARQUEST AUTO PARTS	164.70
0504825	EDWARDS OIL INC	338.22
1200500	L&M SUPPLY	29.90
1309255	MINNESOTA INTERAGENCY FIRE CEN	2,652.80
1601753	PAULS LOCKS AND KEYS LLC	9.00
2112400	ULINE, INC	159.13
	TOTAL FIRE	3,477.84

DATE: 04/21/2022
 TIME: 13:07:37
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 04/25/2022

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
0103325	ACHESON TIRE INC	20.00
0218115	BRAUN INTERTEC CORPORATION	11,060.95
0221650	BURGGRAF'S ACE HARDWARE	19.53
0301685	CARQUEST AUTO PARTS	103.41
0315455	COLE HARDWARE INC	152.12
0401420	DAKOTA FLUID POWER, INC	96.81
0501650	EARL F ANDERSEN	4,982.54
0601690	FASTENAL COMPANY	1,516.27
0920060	ITASCA COUNTY TREASURER	90.00
1000080	J T SERVICES	3,861.11
1200500	L&M SUPPLY	157.16
1201730	LATVALA LUMBER COMPANY INC.	33.10
1315690	MORTON SALT	1,773.14
1421700	NUSS TRUCK GROUP INC	797.74
1900225	SEH	4,625.00
1920555	STOKES PRINTING & OFFICE	18.62
2018560	TROUT ENTERPRISES INC	100.00
2301906	WAYNES AUTOMOTIVE	68.04
	TOTAL PUBLIC WORKS	29,475.54
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	204.54
0601690	FASTENAL COMPANY	12.25
1201850	LAWSON PRODUCTS INC	127.21
1500700	OSI ENVIRONMENTAL BR 50	100.00
1801615	RAPIDS WELDING SUPPLY INC	102.08
	TOTAL FLEET MAINTENANCE	546.08
POLICE		
0301685	CARQUEST AUTO PARTS	68.86
0415529	DONDELINGER FORD	116.78
0718060	GRAND RAPIDS HERALD REVIEW	462.00
0920069	ITASCA GUN CLUB	500.00
1105445	DR MICHAEL KELLER, PHD	1,950.00
1200500	L&M SUPPLY	71.86
1309167	MN BUREAU OF CRIMINAL	390.00
1601753	PAULS LOCKS AND KEYS LLC	4.50
1800149	RCB COLLECTIONS	25.00
1920233	STREICHER'S INC	1,206.79
2112400	ULINE, INC	619.71
	TOTAL POLICE	5,415.50

DATE: 04/21/2022
 TIME: 13:07:37
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 04/25/2022

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
RECREATION		
1401060	NATIONAL ARBOR DAY FOUNDATION	30.00
	TOTAL RECREATION	30.00
PUBLIC LIBRARY		
0205640	LEAGUE OF MN CITIES INS TRUST	20,603.00
	TOTAL	20,603.00
CENTRAL SCHOOL		
0118100	ARAMARK UNIFORM SERVICES	55.73
0205640	LEAGUE OF MN CITIES INS TRUST	21,376.00
0605652	FERGUSON WOLSELEY IND GROUP	160.95
0701650	GARTNER REFRIGERATION CO	140.00
0920060	ITASCA COUNTY TREASURER	45.00
1315725	THE MOTOR SHOP LLC	84.95
1605665	PERSONNEL DYNAMICS LLC	344.70
	TOTAL	22,207.33
AIRPORT		
0205640	LEAGUE OF MN CITIES INS TRUST	15,008.00
0301685	CARQUEST AUTO PARTS	3.84
0920060	ITASCA COUNTY TREASURER	180.00
1601753	PAULS LOCKS AND KEYS LLC	99.97
1920240	CHAD B STERLE	700.00
2018680	TRU NORTH ELECTRIC LLC	262.98
	TOTAL	16,254.79
ECONOMIC DEVELOPMENT AUTHORITY		
0205640	LEAGUE OF MN CITIES INS TRUST	29.00
	TOTAL	29.00
CIVIC CENTER		

DATE: 04/21/2022
 TIME: 13:07:37
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 04/25/2022

VENDOR #	NAME	AMOUNT DUE

CIVIC CENTER		
0205640	LEAGUE OF MN CITIES INS TRUST	20,702.00
	TOTAL	20,702.00
GENERAL ADMINISTRATION		
0114200	ANDERSON GLASS	490.97
0118100	ARAMARK UNIFORM SERVICES	121.92
0221650	BURGGRAF'S ACE HARDWARE	191.89
0601690	FASTENAL COMPANY	1,237.91
0920060	ITASCA COUNTY TREASURER	45.00
1201430	LAKE SUPERIOR CUTTING EDGE LLC	280.00
1201730	LATVALA LUMBER COMPANY INC.	43.96
1601753	PAULS LOCKS AND KEYS LLC	844.00
1801610	RAPIDS PLUMBING & HEATING INC	178.00
1903330	SCHOOL DISTRICT #318	373.90
2005520	TENT AND TABLE COM LLC	4,590.00
	TOTAL GENERAL ADMINISTRATION	8,397.55
STATE HAZ-MAT RESPONSE TEAM		
0205640	LEAGUE OF MN CITIES INS TRUST	720.00
	TOTAL	720.00
POLICE DESIGNATED FORFEITURES		
2005520	TENT AND TABLE COM LLC	1,147.50
	TOTAL	1,147.50
CEMETERY		
0205640	LEAGUE OF MN CITIES INS TRUST	3,872.00
1200500	L&M SUPPLY	8.53
1801610	RAPIDS PLUMBING & HEATING INC	710.00
	TOTAL	4,590.53
DOMESTIC ANIMAL CONTROL FAC		

DATE: 04/21/2022
 TIME: 13:07:37
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 04/25/2022

VENDOR #	NAME	AMOUNT DUE

DOMESTIC ANIMAL CONTROL FAC		
0118100	ARAMARK UNIFORM SERVICES	30.00
0205640	LEAGUE OF MN CITIES INS TRUST	2,781.00
0920060	ITASCA COUNTY TREASURER	45.00
	TOTAL	2,856.00
GENERAL CAPITAL IMPRV PROJECTS		
2022-1 HIGHWAY 2 LIGHTING		
1900225	SEH	4,133.20
	TOTAL 2022-1 HIGHWAY 2 LIGHTING	4,133.20
MUNICIPAL STATE AID STRT-CONST		
7TH STREET OVERLAY		
1900225	SEH	1,050.00
	TOTAL 7TH STREET OVERLAY	1,050.00
GR/COHASSET IND PK INFRAST		
1900225	SEH	49,801.37
	TOTAL	49,801.37
EDA - CAPITAL PROJECTS		
AIRPORT SOUTH INDUSTRIAL PARKS		
0205640	LEAGUE OF MN CITIES INS TRUST	1,032.00
	TOTAL AIRPORT SOUTH INDUSTRIAL PARKS	1,032.00
MANUFACTURING HANGAR		
0205640	LEAGUE OF MN CITIES INS TRUST	1,688.00
	TOTAL MANUFACTURING HANGAR	1,688.00
2021 INFRASTRUCTURE BONDS		
CP2020/FD-1 NEW FIRE HALL		
1908090	SHANNON'S INC	2,275.77
	TOTAL CP2020/FD-1 NEW FIRE HALL	2,275.77

DATE: 04/21/2022
 TIME: 13:07:37
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 04/25/2022

VENDOR #	NAME	AMOUNT DUE

2022	INFRASTRUCTURE/ARPA	
	21ST STREET IMPROVEMENTS	
0718060	GRAND RAPIDS HERALD REVIEW	349.60
1900225	SEH	47,435.00
	TOTAL 21ST STREET IMPROVEMENTS	47,784.60
	POKEGAMA GOLF COURSE	
0205640	LEAGUE OF MN CITIES INS TRUST	10,361.00
	TOTAL	10,361.00
	STORM WATER UTILITY	
0205640	LEAGUE OF MN CITIES INS TRUST	3,112.00
0301685	CARQUEST AUTO PARTS	38.04
0718060	GRAND RAPIDS HERALD REVIEW	55.85
1900225	SEH	1,025.00
1903554	SCOTT'S AUTO ELECTRIC INC	189.00
	TOTAL	4,419.89
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$438,153.71
	CHECKS ISSUED-PRIOR APPROVAL	
	PRIOR APPROVAL	
0100053	AT&T MOBILITY	3,917.26
0113105	AMAZON CAPITAL SERVICES	21.95
0305530	CENTURYLINK QC	259.00
0309600	CIRCLE K/HOLIDAY	424.57
0315515	COMPUTERSHARE TRUST CO, NA	1,050.00
0315543	CONSTELLATION NEWENERGY -GAS	587.48
0609650	FIRE INSTRUCTION & RESCUE ED	1,370.00
0718015	GRAND RAPIDS CITY PAYROLL	261,082.84
0718070	GRAND RAPIDS STATE BANK	447.89
0920055	ITASCA COUNTY RECORDER	414.00
1205105	GREG LEASE	105.00
1225500	CYNTHIA LYMAN	40.31
1301145	MARCO TECHNOLOGIES, LLC	66.00
1301146	MARCO TECHNOLOGIES, LLC	944.33
1305046	MEDIACOM LLC	136.90
1305065	MEDTOX LABORATORIES INC	24.85
1309098	MINNESOTA MN IT SERVICES	453.21
1309167	MN BUREAU OF CRIMINAL	15.00
1309173	MINNESOTA DEPT OF HEALTH	300.00
1309266	MN DEPT OF LABOR & INDUSTRY	100.00

DATE: 04/21/2022
 TIME: 13:07:37
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 7

INVOICES DUE ON/BEFORE 04/25/2022

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1309332	MN STATE RETIREMENT SYSTEM	4,055.41
1309335	MINNESOTA REVENUE	2,837.00
1309375	MINNESOTA UNEMPLOYMENT COMP FD	611.09
1315630	ASHLEY MORAN	105.00
1315650	ANDY MORGAN	46.00
1321525	MUNICODE	250.52
1516220	OPERATING ENGINEERS LOCAL #49	112,341.00
1518550	MATTHEW O'ROURKE	175.00
1621130	P.U.C.	42,373.37
1721095	QUADIENT, INC	1,000.00
1903321	STEVEN SCHAAR	97.53
2000490	TDS Metrocom	572.07
2114750	UNUM LIFE INSURANCE CO OF AMER	262.73
2209665	VISA	2,841.18
2209705	VISIT GRAND RAPIDS INC	17,435.22
2301700	WM CORPORATE SERVICES, INC	2,707.90
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$459,471.61
TOTAL ALL DEPARTMENTS		\$897,625.32



CITY OF
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REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 25, 2022

AGENDA ITEM: Consider adopting a resolution and approving a grant agreement with the State of Minnesota for the 21st Street SW Extension project

PREPARED BY: Matt Wegwerth

BACKGROUND:

The City has received a \$1,250,000 grant from the State of Minnesota for CP 2003-18, 21st Street SW Extension project. The attached resolution and grant agreement accept the grant and authorize funds. The resolution, grant agreement and exhibit C: bond financed property certification need to be signed. MnDOT agreement 1049961.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution and approve a grant agreement with the State of Minnesota for the 21st Street SW Extension project

**LOCAL ROAD IMPROVEMENT PROGRAM (LRIP)
 GRANT AGREEMENT**

This Agreement between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.52 and pursuant to Minn. Laws 2020, 5th Special Session, Chapter 3- H.F. 1. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744
 Contact: Matt Wegwerth, PE

2. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LRIP Funds	Amount of Required Matching Funds	Completion Date
21 st Street SW 129-155-001	\$1,250,000.00	\$693,700.00	December 31, 2024

3. Total Amount of LRIP Grant for all projects under this Agreement: \$ 1,250,000.00
4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

- Exhibit A Completed Sources and Uses of Funds Schedule
- Exhibit B Project Schedule
- Exhibit C Bond Financed Property Certification
- Exhibit D Grant Application
- Exhibit E Grantee Resolution Approving Grant Agreement
- Exhibit F General Terms and Conditions

- 5. Additional requirements, if any:

- 6. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)

PUBLIC ENTITY (GRANTEE)

By: _____

Title: Mayor

Date: _____

By: _____

Title: City Administrator

Date: _____

DEPARTMENT OF TRANSPORTATION
Approval and Certifying Encumbrance

By: _____

Title: State Aid Programs Engineer

Date: _____

Office of Financial Management, Grant Unit

By: _____
Agency Grant Supervisor

Date: _____

OFFICE OF CONTRACT MANAGEMENT

By: _____
Contract Administrator

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with LRIP	
LRIP Grant	\$ 1,250,000.00	Grant Funds:	
Other:	\$	Roadway	\$ 807,289.63
	\$	Storm Sewer	\$ 370,362.03
	\$	Lighting	\$ 72,348.34
			\$
			\$
Subtotal	\$ 1,250,000.00	Subtotal	\$ 1,250,000.00
Public Entity Funds:		Items paid for with Non-LRIP Grant Funds:	
Matching Funds	\$ 693,700.00	Roadway	\$ 450,233.13
Other:	\$	Sanitary	\$ 104,323.79
	\$	Watermain	\$ 139,143.08
	\$		\$
Subtotal	\$ 693,700.00	Subtotal	\$ 693,700.00
TOTAL FUNDS	\$ 1,943,700.00	TOTAL PROJECT COSTS	\$ 1,943,700.00

EXHIBIT B

PROJECT SCHEDULE

Award Date: April 25, 2022
Construction Start Date: June 1, 2022
Construction Substantial Complete Date: September 30, 2022
Contract Final Completion Date: December 31, 2024

EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION

State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County(ies) of Itasca, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the “Restricted Property”) and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Road Improvement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated April 25, 2022; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: April 25, 2022

City of Grand Rapids, a political subdivision of
the State of Minnesota

By: _____
Name: Dale Christy
Title: Mayor

By: _____
Name: Tom Pagel
Title: City Administrator

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

21st Street SW, from 3rd Avenue SW (Forest Hills Avenue) to Horseshoe Lake Road

EXHIBIT D
GRANT APPLICATION

Attach the grant application for the project

A. Applicant Information		
1. Name (First & Last): Matt Wegwerth	2. Phone Number: 218-326-7625	
3. E-mail: mwegwerth@ci.grand-rapids.mn.us	4. Agency Type: State Aid City	
5. Agency Name: City of Grand Rapids		
6. Street Address: 420 North Pokegama Avenue		
7. City: Grand Rapids	8. State: MN	9. Zip Code: 55744
10. Sponsoring County and County Engineer name (required if applicant is small city or township) NA		

B. Project Location	
1. MnDOT District: D1	2. County: Itasca
3. City: Grand Rapids	4. Township:
5. Name of Road: 21st Street SW	6. Type of Road: Local Street
7. Road Authority Type <i>(which agency owns and has jurisdiction of the road)</i> : State Aid City	
8. Project Termini: From Horseshoe Lake Road	9. To: Forest Hills Avenue

C. Project Description
1. Type of Project. New Construction
2. Select the LRIP Account requested for funding. Routes of Regional Significance
<p>3. Provide a summary of the proposed project and the transportation deficiencies that will be eliminated, including a description of operational and general safety benefits of the project. Projects seeking funding from the Rural Road Safety Account will need to provide a more detailed description of safety issues and benefits under Section D3.</p> <p>The project includes the construction of 0.50 miles of a new roadway and multi-use trail connecting the southwest area of Grand Rapids to the commercial district along Trunk Highway 169. The project will provide congestion relief on CSAH 23 which is the main arterial for this area as well at Trunk Highway 169. Traffic has increased in recent years with the construction of a new elementary school, expansion of medical facilities and new housing. CSAH 23 is the only east/west route that connects the southwest quadrant of Grand Rapids to Trunk Highway 169, which is our major north/south corridor.</p>

D. LRIP Account Considerations and Eligibility

D1. Trunk Highway Corridor Account Considerations and Eligibility

1. Describe the state trunk highway project and how the local road(s) will be impacted by the trunk highway project. Funds from this account are for local road improvements impacted by trunk highway projects where local agencies have cost responsibility. It is not intended to be used for improvements or projects on the trunk highway or within the trunk highway corridor right of way that require local cost sharing per MnDOT's Cost Participation Policy.

D2. Routes of Regional Significance Account Considerations and Eligibility

1. For Routes of Regional Significance projects, which of the following criteria does your project meet (select all that apply)?

- | | |
|--|---|
| <input type="checkbox"/> Farm to Market route | <input checked="" type="checkbox"/> Part of a 10-ton route network |
| <input type="checkbox"/> Part of an economic development plan | <input checked="" type="checkbox"/> Connect to regional tourist destination |
| <input checked="" type="checkbox"/> Provides capacity or congestion relief to a parallel trunk highway system or county road | <input checked="" type="checkbox"/> Is a connection to the regional system, trunk highway, or a county road |

2. Describe the number of persons and potential multiple local agencies that will be positively impacted by the project and how they will benefit.

The project will benefit a significant portion of our population. It benefits residents of Grand Rapids, Itasca County and Harris Township. This new route will provide a second east/west connection to the commercial district of our community, as well as providing congestion relief to CSAH 23 and Trunk Highway 169. CSAH 23 serves as the main route to our medical campus, new elementary school and senior housing.

D2. Routes of Regional Significance Account Considerations and Eligibility

3. Describe the project contribution to the local, regional or state economy, and economic development or redevelopment efforts.

The project provides an alternate route to the commercial district on the south end of Grand Rapids. Currently, this area is expanding with 2 new developments currently under construction and several more in the planning process. The new route will provide better access to these amenities.

The proposed construction is the final piece of the south collector box roadway system (see attached exhibit). Since 2004, the City has been constructing/reconstructing these roadways to provide congestion relief to the southern section of the City. This route has aided redevelopment / development of several properties in the area. The completion of the collector box will only further promote development opportunities.

D3. Rural Road Safety Account Considerations and Eligibility (Only County State Aid Highways are eligible)

1. Is this project on a County State Aid Highway? - please select -

2. Is this project or components of this project identified in a County Road Safety Plan? - please select -

3. Identify the appropriate focus area that your project/safety strategy aligns with in the [Minnesota Strategic Highway Safety Plan](#). - please select -

D3. Rural Road Safety Account Considerations and Eligibility (Only County State Aid Highways are eligible)

4. Identify the type of crash or safety hazard this project is trying to address. Respond even if project is in a county safety plan or the Minnesota Strategic Highway Safety Plan.

5. Describe how this project improves safety, reduce traffic crashes, fatalities, injuries, and property damages. Respond even if project is in a county safety plan or the Minnesota Strategic Highway Safety Plan.

E. Project Readiness and Ability to Maintain
1. Estimated Construction Year: 2022
2. Are there railroad impacts (RR xing or RR tracks within 600' of the project)? No RR xings or tracks within 600'
3. What is the status of the engineering and design work on the project? Design work not started Preliminary layout and cost estimating has been completed
4. Has this project been selected for federal funding, and if so what year in the STIP? No
5. Is right of way acquisition required? If so, describe the status of these efforts. ROW acquisition underway 4 easements are needed and can be obtained prior to construction
6. Describe the local agency's ability to adequately provide for the safe operation and maintenance of the facility upon completion. The City maintains over 90 miles of city streets and is adequately setup to maintain this roadway.

F. Multimodal/Complete Streets
Identify infrastructure improvements for non-motorized and/or transit users on this project. The project includes the construction of a 10' concrete trail and will connect two separate trail systems within the City. It also provides an alternate route to the Great River Bike Route.

G. Estimated Project Cost

Source of Funding

1. LRIP Request: \$ 1,250,000.00
2. Federal Funds:
3. State Aid Funds:
4. Local/Other Funds: \$ 1,250,000.00
5. MnDOT Trunk Highway Funds:
6. Total Project Cost: \$ 2,500,000.00

H. Attachments

- At least one project location map with routes and project termini labeled
- Engineer’s Estimate with an itemized breakdown
- Project schedule
- Local agency resolution
- Resolution of support from sponsoring county agreeing to be sponsor and agreeing to perform sponsor tasks as identified above in section “Project Selection” (required for applications by townships and cities under 5,000 population)
- Other letters of concurrence or support

When you are ready to submit the application, save the application form with LRIP, agency and road in the name of the document; e.g. LRIP_RamseyCounty_CSAH30.pdf.

The application and attachments are due by 4:00 p.m. on **March 3, 2021**. Applications and attachments should be submitted electronically to saltirhelp.dot@state.mn.us. Please limit the file size transmitted via email to no more than 10 MB. State Aid will send a reply acknowledging receipt of the application. If you haven’t received a reply from State Aid within a few days of submittal, send an email to saltirhelp.dot@state.mn.us to inquire about the status of the application.

More information is available at:

- LRIP website at: <http://www.dot.state.mn.us/stateaid/lrip.html>.
- PowerPoint on LRIP at: <http://www.dot.state.mn.us/stateaid/training/lrip.pptx>

If you have questions regarding this solicitation, contact Marc Brieese at 651-366-3802 or marc.brieese@state.mn.us.

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

EXHIBIT F
GENERAL TERMS AND CONDITIONS FOR
LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANTS

Article I
DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

“Advance(s)” - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means the Local Road Improvement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

“Certification” - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the Commissioner of Minnesota Management & Budget.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012, as it may be amended or supplemented.

“Completion Date” - means the projected date for completion of the Project as indicated in the Agreement.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

“G.O. Bonds” - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LRIP Grant, and any bonds issued to refund or replace such bonds.

“Grant Application” - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

“LRIP Grant” - means a grant from MnDOT to the Public Entity under the LRIP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

“LRIP” - means the Local Road Improvement Program pursuant to Minn. Stat. Sec. 174.52 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LRIP Grant” - means the portion of the LRIP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Project identified in the Agreement to be totally or partially funded with a LRIP grant.

“Public Entity” - means the grantee of the LRIP Grant and identified as the Public Entity in the Agreement.

“Real Property” - means the real property identified in the Agreement on which the Project is located.

Article II GRANT

Section 2.01 **Grant of Monies.** MnDOT shall make the LRIP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 **Public Ownership,** The Public Entity acknowledges and agrees that the LRIP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the LRIP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one of the following applicable activities: (i) preliminary, final construction and engineering and administration (ii) constructing or reconstructing city streets, county highways, or town roads with statewide or regional significance that have not been fully funded through other state, federal, or local funding sources; or (iii) capital improvement projects on county state-aid highways that are intended primarily to reduce traffic crashes, deaths, injuries, and property damage. The Public Entity shall not use the LRIP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.

Section 2.04 Operation of the Real Property. The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 Sale or Lease of Real Property. The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 Public Entity's Representations and Warranties. The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LRIP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LRIP Grant or the disbursement of the LRIP Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.

- H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.
- I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
- J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
- K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
- L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
- M. It will supply whatever funds are needed in addition to the LRIP Grant to complete and fully pay for the Project.
- N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
- O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
- P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.
- Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LRIP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.
- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LRIP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LRIP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the LRIP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LRIP Grant be returned to it.
- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor

of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Effect of Event of Default. The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LRIP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 Termination of Agreement and Modification of LRIP Grant.

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LRIP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the LRIP Grant shall terminate. In such event, (i) if none of the LRIP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LRIP Grant and the Agreement will terminate, and (ii) if some but not all of the LRIP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LRIP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LRIP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

Section 2.12 Excess Funds. If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

Article III

**COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695
AND THE COMMISSIONER'S ORDER**

Section 3.01 State Bond Financed Property. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LRIP Grant will only pay for a portion of the Project.

Section 3.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or use or invest the LRIP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.

- B. It will deposit and hold the LRIP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.
- C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.
- D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” within the meaning of Code Sections 141(b) and 145(a).
- E. It will not otherwise use any of the LRIP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner’s Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity’s interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order.

Article IV DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LRIP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LRIP Grant. If the amount of LRIP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LRIP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LRIP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT’s obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LRIP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LRIP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate

of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of matching funds, if any, required under Section 5.13 that have been disbursed})$$

Formula #2:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of Project completed})$$

Section 4.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LRIP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (I) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 **Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LRIP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 **Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LRIP Grant set forth in Section 1.01.
- B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.
- E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the “Delegated Contract Process or State Aid Payment Request” as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V MISCELLANEOUS

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 **Condemnation.** If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 **Use, Maintenance, Repair and Alterations.** The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 **Recordkeeping and Reporting.** The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 **Inspections by MnDOT.** The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 **Liability.** The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a “municipality” as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 **Relationship of the Parties.** Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers’ Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Marc Briese, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.09 **Assignment or Modification.** Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 **Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any

breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 Choice of Law and Venue. All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 Severability. If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 Matching Funds. Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 Sources and Uses of Funds. The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 Project Completion Schedule. The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 Third-Party Beneficiary. The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 5.17 Public Entity Tasks. Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.18 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.19 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in

Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.20 **Worker’s Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker’s compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.21 **Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.22 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.23 **Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.24 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

Section 5.25 **Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

Section 5.26 **Title VI/Non-discrimination Assurances.** Public Entity agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Public Entity will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the Public Entity’s compliance with this provision. The Public Entity must cooperate with MnDOT throughout the review process by supplying all requested information and documentation to MnDOT, making Public Entity staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 22-

**Exhibit E for Grant Agreement to State Transportation Fund
Local Road Improvement Program
Grant Terms and Conditions
SAP 129-155-001
April 25, 2022**

WHEREAS, the City of Grand Rapids has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for Local Road Improvement; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$1,250,000, by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that the City of Grand Rapids does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52 and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper city officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Adopted this 25th day of April 2022.

Dale Christy, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

thereof: and the following voted against same: , whereby the resolution was declared duly passed and adopted



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 25, 2022

AGENDA ITEM: Consider adopting a resolution and approving a limited use permit with the State of Minnesota for amenities within the Highway 169 right-of-way

PREPARED BY: Matt Wegwerth

BACKGROUND:

A retaining wall was constructed within the Highway 169 right-of-way, south of 17th Street Southeast along the east side of the sidewalk. MnDOT is requiring a limited use permit for this wall to remain within the right-of-way. Attached is a resolution and draft agreement for approval.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution and approve a limited use permit with the State of Minnesota for amenities within the Highway 169 right-of-way

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

LIMITED USE PERMIT

DRAFT

C.S. 3115 (T.H. 169)
County of Itasca
LUP # 3115-0033
Permittee: City Of Grand Rapids
Expiration Date: 04/19/2032
Coop./Const. Agmt # _____

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, (“MnDOT”), hereby grants a Limited Use Permit (the “LUP”) to City Of Grand Rapids, (“Permittee”), to use the area within the right of way of Trunk Highway No. 169 as shown in red on Exhibit "A", (the “Area”) attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as Exhibit B.

Amenities and the Beautification

No standard language available

The permittee agrees that this permit totally replaces and supersedes the previously issued _____ permits affecting the Area, specifically: The first permit, # _____, was issued on _____ on CS _____ (TH ____). The second permit, #, was issued on _____ on CS _____ (TH ____). Upon issuance of this permit each of these earlier issued permits are cancelled.

In addition, the following special provisions shall apply:

SPECIAL PROVISIONS

- 1. TERM. This LUP terminates at 11:59PM on 04/19/2032 (“Expiration Date”) subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.

Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to

the Expiration Date, a written request to extend the term. Any extension of the LUP term will be under the same terms and conditions in this LUP, provided:

- (a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility and Area are in good condition and repair. If, in MnDOT's sole determination, modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and
- (b) Permittee will provide to MnDOT a certified copy of the resolution from the applicable governmental body authorizing the Permittee's use of the Facility and Area for the additional term.

If Permittee's written request to extend the term is not timely given, the LUP will expire on the Expiration Date.

Permittee hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this LUP by MnDOT. Permittee agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the LUP. Permittee agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

2. **REMOVAL.** Upon the Expiration Date or earlier termination, at the Permittee's sole cost and expense Permittee will:

- (a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
- (b) Surrender possession of the Area to MnDOT.

If, without MnDOT's written consent, Permittee continues to occupy the Area after the Expiration Date or earlier termination, Permittee will remain subject to all conditions, provisions, and obligations of this LUP, and further, Permittee will pay all costs and expenses, including attorney's fees, in any action brought by MnDOT to remove the Facility and the Permittee from the Area.

3. **CONSTRUCTION.** The construction, maintenance, and supervision of the Facility shall be at no cost or expense to MnDOT.

Before construction of any kind, the plans for such construction shall be approved in writing by the MnDOT's District Engineer. Approval in writing from MnDOT District Engineer shall be required for any changes from the approved plan.

The Permittee will construct the Facility at the location shown in the attached Exhibit "A", and in accordance with MnDOT-approved plans and specifications. Further, Permittee will construct

the Facility using construction procedures compatible with the safe and efficient operation of the highway.

Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

The Permittee shall preserve and protect all utilities located on the lands covered by this LUP at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.

Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

- 4. MAINTENANCE. Any and all maintenance of the Facility shall be provided by the Permittee at its sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs. No signs shall be placed on any MnDOT or other governmental agency sign post within the Area. MnDOT will not mark obstacles for users on trunk highway right of way.
- 5. USE. Other than as identified and approved by MnDOT, no permanent structures or no advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

Any use permitted by this LUP shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes. This LUP does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge. No rights to relocation benefits are established by this LUP.

This LUP is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

- 6. APPLICABLE LAWS. This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with said Area including the Americans with Disabilities Act (“ADA”). If the Area and Facilities are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and perform such obligation without liability to Permittee for any loss or damage to Permittee thereby

incurred, and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT's invoice.

7. **CIVIL RIGHTS.** The Permittee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Property described in this Limited Use Permit for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.
8. **SAFETY.** MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this LUP is granted, so as to maintain the safety of both the motoring public and Facility users.
9. **ASSIGNMENT.** No assignment of this LUP is allowed.
10. **IN WRITING.** Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.
11. **ENVIRONMENTAL.** The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall notify in writing MnDOT's District Engineer and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.
12. **MECHANIC'S LIENS.** The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.
13. **NOTICES.** All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows: to Permittee at:

420 N Pokegama Ave
Grand Rapids, MN 55744

and to MnDOT at:

State of Minnesota
Department of Transportation
District 1 Right of Way
1123 Mesaba Avenue
Duluth, MN 55811

The address to which notices are mailed may be changed by written notice given by either party to the other.

- 14. INDEMNITY. Permittee shall indemnify, defend to the extent authorized by the Minnesota Attorney General’s Office, hold harmless and release the State of Minnesota, its Commissioner of Transportation and employees and any successors and assigns of the foregoing, from and against:
 - (a) all claims, demands, and causes of action for injury to or death of persons or loss of or damages to property (including Permittee's property) occurring on the Facility or connected with Permittee's use and occupancy of the Area, except when such injury, death, loss or damage is caused solely by the negligence of State of Minnesota, but including those instances where the State of Minnesota is deemed to be negligent because of its failure to supervise, inspect or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person;
 - (b) claims arising or resulting from the temporary or permanent termination of Facility user rights on any portion of highway right of way over which this LUP is granted;
 - (c) claims resulting from temporary or permanent changes in drainage patterns resulting in flood damages;
 - (d) any laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever filed or maintained for or on account of any work done or materials furnished; and
 - (e) any damages, testing costs and clean-up costs arising from spillage of regulated materials attributable to the construction, maintenance or operation of the Facility.

MINNESOTA DEPARTMENT
OF TRANSPORTATION
RECOMMENDED FOR APPROVAL

CITY OF GRAND RAPIDS

By: _____
District Engineer

Date _____

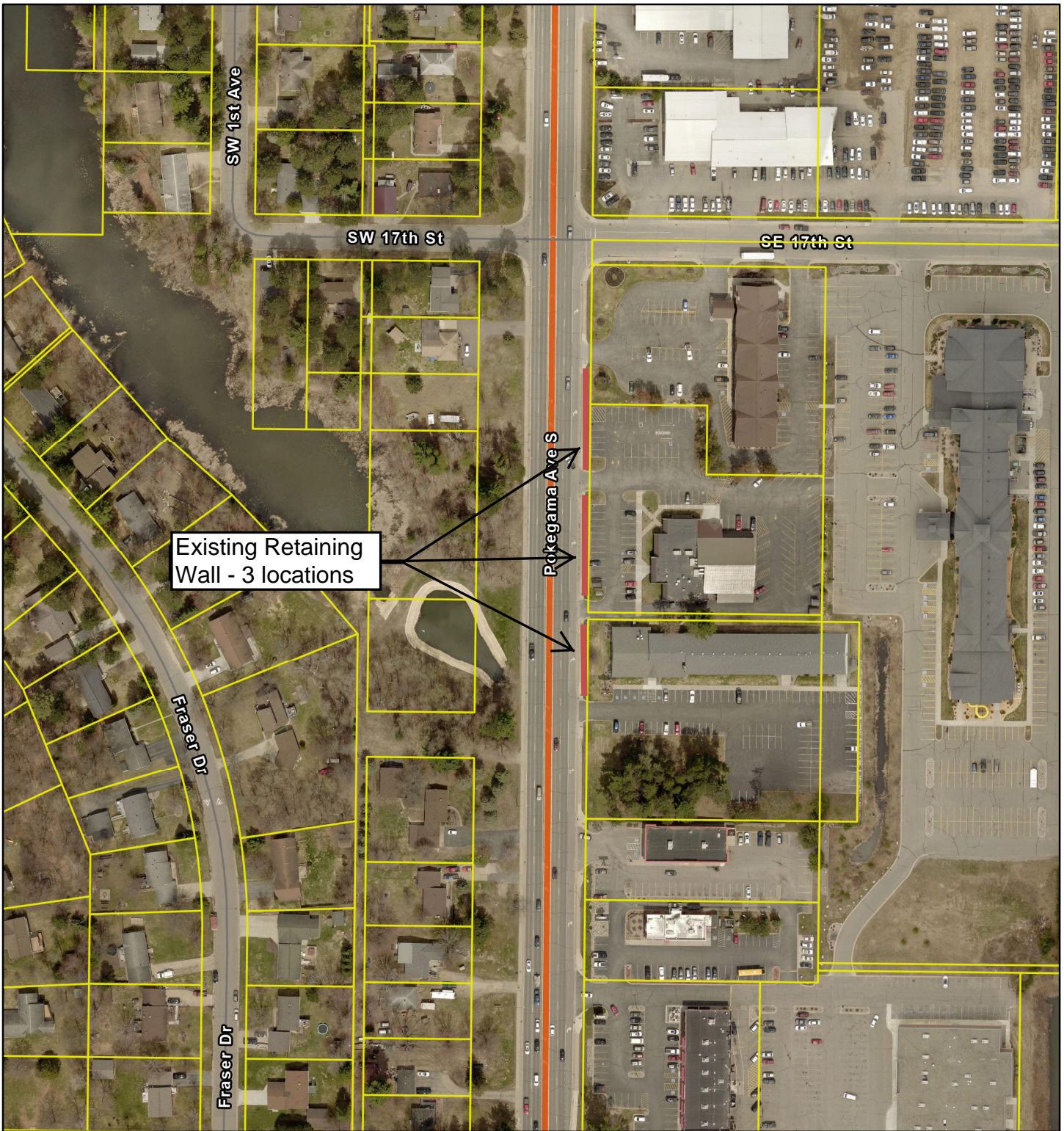
APPROVED BY:
COMMISSIONER OF TRANSPORTATION

By: _____
Director, Office of Land Management

Date _____

The Commissioner of Transportation
by the execution of this permit
certifies that this permit is
necessary in the public interest
and that the use intended is for
public purposes.



TH 169 Retaining Wall LUP

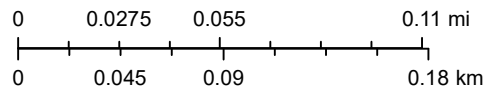


5/10/2021

1:3,316

Lines

-  Existing Retaining Wall
-  Grand Rapids Parcels



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

RESOLUTION NO. 22-__

A RESOLUTION AUTHORIZING A LIMITED USE PERMIT AGREEMENT WITH MnDOT FOR A AMENITIES IN THE HIGHWAY 169 RIGHT-OF-WAY

WHEREAS, the Minnesota Department of Transportation and the City of Grand Rapids have entered into agreements to authorize and proceed with amenities in the Trunk Highway 169 corridor of said city; such improvements generally extending south from the intersection of 17th Street Southeast and Highway 169 to a point 600 feet south of said intersection on the east side of the roadway; and

WHEREAS, the approved improvements include the construction and maintenance of a retaining wall within the Trunk Highway 169 corridor; and

WHEREAS, the Minnesota Department of Transportation (MnDOT) has indicated a Limited Use Permit and Agreement is necessary and required to allow non-MnDOT infrastructure constructed within MnDOT right-of-ways; and furthermore, such agreements can only be executed between the State of Minnesota and local units of government.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA:

The City Council of the City of Grand Rapids does hereby acknowledge that it has the responsibility to maintain and repair the amenities within the Highway 169 right-of-way and hereby authorizes signatures for execution of a Limited Use Permit Agreement between the Commissioner of the Minnesota Department of Transportation and the City of Grand Rapids, Minnesota.

Adopted by the Council this 25th day of April, 2022.

Dale Christy, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 25, 2022

AGENDA ITEM: Consider making a motion to add to and hire from the Public Works Part-Time Eligibility List for the 2022 Spring/Summer Maintenance Season.

PREPARED BY: Cynthia Lyman

BACKGROUND:

The Public Works Department hires part-time workers for the Spring/Summer Maintenance Season to work on all city owned property such as parks, athletic fields, right-of-ways, the Itasca Calvary Cemetery and the Itasca County Airport. Ratification for the start of employment for the Eligibility List will be April 26th, 2022 and continue until October 29th, 2022.

There are eight returning hires on this Eligibility List. They will receive wages according to the City's 2021 Pay Range for Part-Time, Seasonal and Temporary Employees from \$15.25 for 2nd year hires to \$16.50 for 4th year plus, hires. The cost of these part-time employees is included in the 2022 Budget.

REQUESTED COUNCIL ACTION:

Make a motion to approve additions to and hire from the Public Works Part-Time Eligibility List for the 2022 Spring/Summer Maintenance Season.

PW 4-25-22 Spring/Summer PT Eligibility List:

New Hires: \$15.00

2nd Year Hires: \$15.25

Wyatt Simonson
Benjamin Carpenter

3rd Year Hires: \$15.50

Kimberly Forster
Evan Mischke
John Baker

4th Year Hires: \$16.00

Al Waller

4th Year +: \$16.25

Alex Mostad

\$18.00

Marlon Lewandowski

\$18.50

Joy Gould

2021 Pay Range for Part-time, Seasonal, and Temporary Employees

Item 6.

GRADE	MINIMUM								
	0-1 Year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	Jobs Assigned to Grade
6	\$ 17.00	\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00				Maintenance Shift Lead (Civic Center)
5	\$ 15.00	\$ 15.50	\$ 16.00	\$ 16.50	\$ 17.00				Maintenance (Civic Center)
4			\$ 14.00	\$ 14.50	\$ 15.00	\$ 15.25	\$ 15.50	\$ 15.75	Pro shop Manager (Golf Course)
3	\$ 11.50	\$ 11.75	\$ 12.00	\$ 12.25	\$ 12.50	\$ 13.75	\$ 14.00	\$ 15.25	Maintenance II (Golf Course)
2	\$ 11.50	\$ 12.00	\$ 12.25	\$ 12.50	\$ 12.75	\$ 13.00	\$ 13.50	\$ 13.75	Golf Shop Cashier II (Golf Course)
1	\$ 10.08								
	Flat rate	2nd year	3rd year	4th year	4+ years				Jobs Assigned to Flat Rates
	\$ 21.00								Public Works Winter Maintenance
	\$ 18.00								Public Works Summer Maintenance II Head Election Judge (Administration)
	\$ 15.88 < 100 hours	\$ 20.71 > 100 hours							Hospital Security (Part-time)
	\$ 15.00								Election Judge (Administration) Civic Center Security (COVID-19 Police Reserves)
	\$ 15.00	\$ 15.25	\$ 15.50	\$ 16.00	\$ 16.25				Public Works Summer Maintenance I
	\$ 15.00								Animal Control Facility Attendant (Police) Warming House Attendant (Recreation)
	0-5 years	5-10 years	10-14 years	14+ years					Jobs Assigned
	\$ 11.50	\$ 12.75	\$ 14.00						Driving Range Attendants (Golf Course) General Maintenance (Golf Course) Golf Shop Cashier I (Golf Course) Starter/Ranger (Golf Course)



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 25, 2022

AGENDA ITEM: Consider approving the General Liability insurance coverage through the League of Minnesota Cities Insurance Trust.

PREPARED BY: Lynn DeGrio

BACKGROUND:

The City of Grand Rapids has had their general liability insurance with the League of Minnesota Cities Insurance Trust (LMCIT) for many years. The League's insurance is very comprehensive and they have, for the past several years, given us a refund check at the end of the year which represents our portion of the refund to the cities insured by them because of lower than anticipated insurance claims. For 2021 the LMCIT property/casualty dividend refund for the City of Grand Rapids was \$67,227.00.

The premium for the 2022 plan year is \$275,412.00, which is \$31,283.00 more than in 2021. Our insurance agent is paid on a flat fee structure; this fee is included in this premium and has not increased from last year.

The general liability includes property, inland marine, general liability, glass, miscellaneous equipment, vehicles, etc. The premium is based on personnel costs, amount and value of property equipment and vehicles, the amount of capital construction and other factors. This coverage includes the City Hall, Public Library, Central School, Civic Center, various other City-owned properties and all City Departments (excluding Public Utilities). This amount is part of the 2022 adopted budget.

REQUESTED COUNCIL ACTION:

Make a motion to approve the general liability insurance coverage through the League of Minnesota Cities Insurance Trust for the 2022 plan year and authorize payment of the insurance premium for \$275,412.00



**CONNECTING & INNOVATING
SINCE 1913**

Invoice

Member Name and Address
Grand Rapids, City Of
420 North Pokegama Ave
Grand Rapids, MN 55744-2658

Invoice Date
04/08/2022

Agent
Otis-Magie Insurance Co
PO Box 137
Duluth, MN 55801-0137
(218)625-2133

Account Number: 40003953
Account Type: Property/Casualty Coverage Premium
Current Balance: \$ 275,412.00
Minimum Due: \$ 275,412.00
Due Date: 05/03/2022

Summary of activity since last Billing Invoice	Date	Activity	Account Balance	Minimum Due
		Previous Invoice Balance	2,768.00	
		Payments Received	-.00	
		Total of Transactions and Fees shown on reverse or attached	275,412.00	
See reverse side and attachments for additional information		Current Balance	\$ 275,412.00	\$ 275,412.00

Detach and return this Payment Coupon with your payment

Account Number
40003953

Invoice Date
04/08/2022

Due Date
05/03/2022

Current Balance
\$ 275,412.00

Minimum Due
275,412.00

Amount Enclosed
\$ _____

Member Name Grand Rapids, City Of

BILLING INVOICE - Return stub with payment - make checks payable to:

Mail payment 7 days before Due Date to ensure timely receipt

League of MN Cities Insurance Trust P&C
c/o Berkley Risk Administrators Company
222 South Ninth Street, Suite 2700
P.O. Box 581517
Minneapolis, MN 55458-1517



CONNECTING & INNOVATING
SINCE 1913

Invoice

		Transaction Amount	Minimum Due
Detail of Package 1000942-6 Agreement Period 01/01/2022 - 01/01/2023			
activity since Agreement Previous Balance		\$ 0.00	
last Invoice Renewal - PR 04/07/2022		\$ 275,412.00	
Agreement Ending Balance		\$ 275,412.00	\$ 275,412.00
Defense Cost Reimbursement 1000943-6 Agreement Period 01/01/2022 - 01/01/2023			
Agreement Previous Balance		\$ 0.00	
Agreement Ending Balance		\$ 0.00	\$ 0.00
Total Current Balance		\$ 275,412.00	
Total Minimum Due			\$ 275,412.00



CONNECTING & INNOVATING
SINCE 1913

Invoice

Thank you for choosing us as your Coverage carrier. The following information is to assist you in reviewing your Billing Invoice.

Billing Inquiries: CONTACT YOUR AGENT FOR QUESTIONS ON YOUR AGREEMENT OR CHANGES IN COVERAGE. For billing inquiries, please call 1-612-766-3000

BILLING PROCEDURES

New Agreements and renewals: If your Agreement is issued after the date that coverage began, your first Billing Invoice for the agreement may include more than one installment payment due.

Application of Payments and Cancellation: If you pay more than the Minimum Due, the extra payment will be applied to your next installment proportionately to all agreements on your account. For Accounts owned on agreements with the same Due Date, the payment will be applied proportionately to all agreements with the same Due Date.

Minimum Due is the amount to pay to avoid any agreements on your account from going into a late pay status which could cause cancellation of coverage. If you fail to pay the Minimum Due by the Due Date, a Direct Notice of Cancellation for Non Payment may be issued for one or more agreements on your account. If your account has more than one agreement and you pay less than the Minimum Due, your payment will be applied first to amounts owed on agreements with the oldest balance due.

If we receive a payment after the cancellation effective date and we elect not to reinstate your agreement, the payment will be applied toward any unpaid earned premium on your account before any remainder is refunded.

After an agreement is cancelled, we will bill you for any unpaid earned premium. If you do not pay, the matter may be referred to collections.

Audit Premium: Any Audit Premium owed will be included in both Current Balance and Minimum Due balance shown on the Billing Invoice. Payment of Audit Premium is due in full by the Due Date. If Audit Premium is owed, your payment may be applied first to Audit Premium owed and then to amounts owed on agreements with the earliest Due Date. If special arrangements are needed for repayment of audit premium you MUST contact the Billing Unit at the number shown above for consideration of any such arrangements.

Refunds: Any refund due will be mailed from our office within 15 days after the Invoice date.

Payment address: ALL PAYMENTS SHOULD BE SENT TO OUR PAYMENT PROCESSING CENTER ALONG WITH THE PAYMENT COUPON. The address change from below is printed on the back of the payment coupon. If needed it may also be sent along with your payment to the Payment Processing Center at:

222 South Ninth Street, Suite 2700 Minneapolis, MN 55402 . Please do not send any other correspondence to the payment processing center.

CHANGE OF ADDRESS AND/OR NAME PLEASE FILL IN THE NAME, AGREEMENT NUMBER AND CHECK APPROPRIATE BOX

- Name Change Only
- Name and Address Change
- Address Change Only

Name: _____

Address: _____

Former Name: _____

Address: _____

Agreement Number: _____

City: _____ State _____ Zip Code: _____

PLEASE REFER ALL OTHER CHANGES TO YOUR AGENT. THANK YOU.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 25, 2022

AGENDA ITEM: Consider changing Group Base Life, Supplemental Life, and LTD Insurance providers effective June 1, 2022.

PREPARED BY: Lynn DeGrio

BACKGROUND:

At the last City Council meeting, the Council approved changing the Group Base Life Insurance and Supplemental Life Insurance from Unum to Met Life effective May 1, 2022. Since that time, we have received quotes on Long Term Disability (LTD) coverage as well, and we are recommending revising the changes to:

Base Life – currently with Unum – transfer to **Met Life**

Supplemental Life – currently with Lincoln Financial – transfer to **Met Life**

Long Term Disability (LTD) – currently with Lincoln Financial – transfer to **Hartford**

For consistency purposes, we are recommending making all of the changes effective June 1, 2022.

REQUESTED COUNCIL ACTION:

Make a motion to change Group Base Life, Supplemental Life, and LTD Insurance providers as indicated above effective June 1, 2022.



Long Term Disability

Class Description(s):

Class 1: All Full-time Active Employees who are Exempt Employees and receiving Employer paid LTD plan

Full Time Eligibility: 40 hours per week

City of Grand Rapids	Lincoln Financial	Met Life	Hartford Life
Feature	Description	Description	Description
Benefit Percentage	60%	60%	60%
Maximum Monthly Benefit	\$6,000	\$10,000	\$10,000
Minimum Monthly Benefit	Greater of \$100 or 10%	Greater of \$100 or 10%	Greater of \$100 or 10%
Elimination Period	180 Days	180 Days	90 Days Exempt
Benefit Duration	SSNRA	ADEA 1 with SSNRA*	ADEA 1 with SSNRA*
Definition Of Disability	3 Years Own Occupation	3 Years Own Occupation	3 Years Own Occupation
Return To Work Incentive Applies	Yes	Yes	Yes
Integration Method	Direct	Direct	Direct
Social Security Offset	Family	Family	Family
Pre-Existing Condition Limitation	Look-back/Insured 3/12 months	Look-back/Insured 3/12 months	Look-back/Insured 3/12 months
Takeover Provision	No Loss/No Gain	No Loss/No Gain	No Loss/No Gain
Mental Illness Limitation	24 Month Outpatient	24 Month Outpatient	None
Substance Abuse Limitation	24 Month Outpatient	24 Month Outpatient	None
Specified Condition Limitation	None	None	None
Workplace Modification Benefit	Included	Included	Included
Survivor Income Benefit Option	3 Times Last Monthly Gross Benefit	3 Times Last Monthly Gross Benefit	3 Times Last Monthly Gross Benefit
Employer Participates In Worker's Compensation	Yes	Yes	Yes
Employee Contribution	Class 1 - Non-Contributory	Class 1 - Non-Contributory	Class 1 - Non-Contributory
Participation Requirement	Class 1 - 100% of Eligible Employees	Class 1 - 100% of Eligible Employees	Class 1 - 100% of Eligible Employees
Initial Rate Guarantee Period	N/A	2 Years 7 Months	2 Years 7 Months
Rate Summary			
Rate Per \$100 of Covered Payroll	\$0.63	\$0.451	\$0.36
Covered Monthly Payroll	\$147,976	\$147,976	\$147,976
Estimated Monthly Premium	\$932.25	\$667.37	\$532.71
Estimated Annual Premium	\$11,186.99	\$8,008.46	\$6,392.56



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 25, 2022

AGENDA ITEM: Consider Voiding Lost Accounts Payable Check and Issue a Replacement Check

PREPARED BY: Laura Pfeifer

BACKGROUND:

Accounts payable check #149436 issued to Ashley Moran on April 18, 2022 for \$105.00 is lost. Ashley Moran has completed an Affidavit of Lost Check for the lost check.

REQUESTED COUNCIL ACTION:

Make a motion to void lost accounts payable check #149436, issue a new check and waive bond requirements for the check issued to Ashley Moran in the amount of \$105.00.

AFFIDAVIT

STATE OF) Minnesota

) SS

COUNTY OF) Itasca

Ashley Moran, being first duly sworn on oath, states that he/she resides at **402 NW 9th St, Grand Rapids, MN, 55744** and that he/she is the payee named in a check number **149436**, issued to **Ashley Moran**, drawn by **City of Grand Rapids** dated **April 18, 2022**, for the sum of **\$105.00**; that to my knowledge this check was never endorsed by me, that I did not authorize anyone to endorse it for me, and that the circumstances of the loss or destruction of the check are as follows:

Accounts Payable lost check

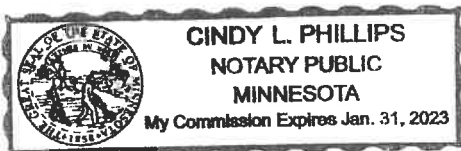
I am making this Affidavit in conjunction with my request that the **City of Grand Rapids** issue a duplicate check. I understand that I make this Affidavit under oath and that I may be subject to criminal penalty if my statements in this Affidavit are false.

SIGNED *Ashley Moran*

Subscribed and sworn to before me

This 20 day of April, 2022

Cindy L. Phillips
Notary Public





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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 4-25-22

AGENDA ITEM: Consider a resolution extending the bid opening date for the IRA Civic Center Improvement project.

PREPARED BY: Tom Pagel

BACKGROUND:

Best Value Procurement bids were due on Thursday, April 21st for the purchase of trusses and decking material at the IRA Civic Center. The City did not receive any bids. In discussions with providers, they need more time to prepare bids. The attached resolution extends the time to receive bids.

REQUESTED COUNCIL ACTION:

Make a motion to approve a resolution extending the bid date/time for Bid Package 1 for the IRA Civic Center Improvement project.

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

Item 10.

RESOLUTION NO. 22-__

**A RESOLUTION TO AUTHORIZE THE EXTENSION
OF BID SUBMITTAL USING OF BEST VALE PROCUREMENT FOR THE
IRA CIVIC CENTER IMPROVEMENTS
CITY PROJECT 2021/P&R-1**

WHEREAS, Resolution 22-__, approved plans and specifications and ordered Best Value Procurement for the IRA Civic Center Improvements Project under City Project 2021/P&R-1, and;

WHEREAS, no bids were submitted in accordance with the deadline for current unknown reasons, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA:

1. The new date for proposals shall be received by the Building Official until 3:00 pm., on Thursday, May 5, 2022, at which time they will be publicly opened in the Council Chambers of the City Hall by the Building Official, and scored according to the Best Value Procurement process. The recommended supplier shall be considered by the Council at their regular meeting of the Council at 5:00 p.m., Monday, May 9, 2022, in the Council Chambers. Any supplier whose responsibility is questioned during consideration of the proposals will be given an opportunity to address the Council on the issue of responsibility. No proposal will be considered unless received and accepted at City Hall and accompanied by a cash deposit, cashier's check, bid bond, or certified check payable to the Clerk for 5 percent (5%) of the amount of such bid.

Adopted by the Council this 25th day of April, 2022.

Dale Christy, Mayor

ATTEST:

Kimberly Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 25, 2022

AGENDA ITEM: Consider adopting a resolution to authorize closing Capital Projects Fund- IRA Civic Center Capital Project Fund.

PREPARED BY: Barb Baird

BACKGROUND:

In July of 2016, the City Council approved fundraising for the IRA Civic Center Multi-Use Pavilion. The fundraising was for up to a period of five years, and the majority of the donations have been collected. The remaining pledges receivable balance of approximately \$14,000 will be deposited as collected into the IRA Civic Center Operating Fund.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution to authorize closing fund IRA Civic Center Capital Project Fund, transferring the remaining pledges receivable balance of approximately \$14,000 to the IRA Civic Center Operating Fund and transfer \$24,437.04 of cash from the IRA Civic Center Operating fund to cover the fund deficit in the Capital Fund.

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

RESOLUTION NO. 22-
A RESOLUTION CLOSING CAPITAL FUND (429) IRA CIVIC CENTER CAPITAL PROJECT FUND, TRANSFERRING THE REMAINING PLEDGES RECEIVABLE BALANCE OF APPROXIMATELY \$14,000.00 TO THE IRA CIVIC CENTER OPERATING FUND (228) AND TRANSFER \$24,437.04 OF CASH FROM THE IRA CIVIC CENTER OPERATING FUND (228) TO COVER THE FUND DEFICIT IN THE CAPITAL FUND

WHEREAS, in July of 2016, the City Council approved fundraising for the IRA Civic Center Multi-Use Pavilion, and

WHEREAS, the fundraising was for up to a period of five years, and the majority of the donations have been paid, and

WHEREAS, the remaining pledges receivable balance of approximately \$14,000 will be deposited as collected into the IRA Civic Center Operating Fund,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes a resolution closing fund IRA Civic Center Capital Project Fund, transferring the remaining pledges receivable balance of approximately \$14,000 to the IRA Civic Center Operating Fund and transfer \$24,437.04 of cash from the IRA Civic Center Operating fund to cover the fund deficit in the Capital Fund.

Adopted this 25th day of April 2022.

Dale Christy, Mayor

Attest:

Kim Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 4/24/2022

AGENDA ITEM: Consider allowing the Fire Chief to sign the Memorandum of Understand between Casper Construction and GRFD.

PREPARED BY: Travis Cole-Fire Chief

BACKGROUND:

Casper Construction has asked the Grand Rapids Fire Department to sign the MOU, which will then allow Casper to be able to access First Net for cellular data. This MOU will also aid in emergencies knowing the Grand Rapids Fire department can call them for help. This agreement does not lock us into just Casper Construction but provides us with an option.

REQUESTED COUNCIL ACTION:

Make a motion to allow the Fire Chief to sign the Memorandum of Understanding between Casper Construction and Grand Rapids Fire Department.

MEMORANDUM OF UNDERSTANDING
BETWEEN
CASPER CONSTRUCTION
AND
GRAND RAPIDS FIRE DEPARTMENT

Purpose:

The purpose of this Memorandum of Understanding is to ensure that during emergencies, resources will be available by Casper Construction to support Grand Rapids Fire Department.

Grand Rapids Fire Department:

During a time of crisis or emergency, the Grand Rapids Department ~~will~~^{can} contact Casper Construction for onsite support to clear structures of debris that interfere with the safety of their crew (i.e. collapsed roofs, floors, walls, etc.).

Casper Construction:

When called upon, Casper Construction will provide the Grand Rapids Fire Department with onsite services to support the department ensuring their crew can safely enter, provide recovery, and exit a structure with poor structural integrity. Casper Construction support will be available to respond to immediately during normal business hours, within 1 hour after normal business hours.

Termination:

Either party can terminate this MOU for any reason with a 30-day notice.

Casper Construction

Name: *Lance Schultz*
Signature: *Lance Schultz*
Title: *President*
Date: *4-18-22*

Grand Rapids Fire Department

Name:
Signature:
Title:
Date:



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 25, 2022

AGENDA ITEM: Consider approving a Supplemental Letter Agreement (SLA) 2022-4 with SEH related to CP 2022-4, 7th Avenue SE Overlay.

PREPARED BY: Matt Wegwerth

BACKGROUND:

This project includes the milling and overlaying of 10th Street SE from Pokegama Avenue to 7th Avenue SE as well as the milling and overlaying of 7th Avenue SE from the roundabout to the newly proposed roundabout at River Road. This SLA is for the design and construction administration for all of the improvements. The SLA is in accordance with the Master Services agreement.

REQUESTED COUNCIL ACTION:

Make a motion to approve SLA 2022-4 with SEH related to CP 2022-4, 7th Avenue SE Overlay.

Supplemental Letter Agreement No. 2022-4

April 25, 2022

Mayor Christy
City of Grand Rapids
420 NE 4th Street
Grand Rapids, MN 55744

RE: 7th Avenue SE and 10th Street SE
City Project 2022-4
SLA for Design and Construction Administration

Dear Mayor Christy,

City Project 2022-4 involves the milling and overlaying of 10th Street SE from Pokegama Avenue to 7th Avenue SE as well as milling and overlaying of 7th Avenue SE from the roundabout to the newly proposed roundabout at River Road. This project involved state funds, which are managed by the Minnesota Department of Transportation and require state documentation.

The City Engineer has requested that we prepare this Supplemental Letter Agreement (SLA) for design and construction administration of all of these improvements for your consideration. Our estimated work scope and fee for this project are listed below and are in accordance with the Master Engineering Services Agreement that is in place between the City of Grand Rapids and Short Elliott Hendrickson Inc. (SEH).

Design

Short Elliott Hendrickson (SEH) will perform engineering tasks as required to design the listed city projects. This includes topographic survey, design of proposed infrastructure, preparation of required permits and paperwork for necessary agencies (excluding wetland permitting), specification preparation, bidding documents, answer questions during bidding phase, bid opening, tabulation of bids, and letter of recommendation based on bids.

Construction Administration

SEH will complete construction engineering, full time resident project representation, pay estimate preparation, agency documentation, prevailing wage review, as-built record drawings (as necessary) in electronic format, and documentation of any work related to these tasks.

Miscellaneous Services

SEH will coordinate any additional activities outside of the scope of Design and Construction Administration as requested by The City Engineer.

SEH Work Scope

The services included in this SLA are for design services as listed in the Master Agreement in place between the City and SEH.

Proposed Project Schedule

Council considers approval of this SLA	April 25, 2022
Council orders preparation of plans and specifications	April 25, 2022
Council approves plans and specifications and authorizes bid (based on approval of plans by MnDOT)	May/June 2022
Advertise in Herald Review (GR – official newspaper)	Summer 2022
Bid opening	Summer 2022
Council considers award of contract	Summer 2022
Construction – (assuming permits are approved)	Summer 2022
Substantial completion	September 2022

Fee Schedule

The fee for design will be as listed in the Master Engineering Services Contract with MSAS requirements (design fee = 6.0% of low construction bid, construction fee = 6% of actual project cost). The current construction estimate for this work is \$440,000 which equates to an estimated design fee of \$26,400 and an estimated construction fee of \$26,400 for a total estimated fee of \$52,800.00.

The fees for the miscellaneous services are listed in the Master Engineering Services Contract (hourly work as shown in Exhibit “B”). The estimated fee for this work is \$5,000.00.

We look forward to working with you on this project. If this SLA is acceptable, please sign in the space provided and return a copy to us. We will then begin work immediately. Please contact us if you have any questions regarding this supplemental letter agreement.

Sincerely,
Short Elliott Hendrickson Inc.



Sara Christenson, PE (Lic. MN)
Client Service Manager/Project Manager

04.25.2022
Date

City of Grand Rapids Authorization:

Kim Johnson-Gibeau
City Clerk

Date

Dale Christy
Mayor of Grand Rapids

Date

C: SEH contract file

X:\FJ\G\GRANR\Common\SLA and Proposals\7th and 10th Overlay\SLA 2022-1 7th and 10th Overlay Project.docx



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 25, 2022
AGENDA ITEM: Consider approving golf course employment
PREPARED BY: Bob Cahill

BACKGROUND: SEASONAL AND ¾ FULL TIME EMPLOYEES FOR THE UPCOMING GOLF COURSE SEASON. CASHIERS, OUTDOOR SERVICES AND MAINTENANCE.

REQUESTED COUNCIL ACTION:

Make a motion to approve the attached list of seasonal and ¾ full time employees and their hourly wages. Funded by the council approved 2022 Golf Course operating budget.

EmplNum	EmplFName	EmplLName	DeptCd	StatusCd	2022 Wage	
3363	BELLA C	CARLSTROM	030	PT	\$	14.50 Golf Shop Cashier
3364	ROBERT J	LEPAK	030	PT	\$	14.50 Outdoor Services
3365	MACKENZIE R	HEBEISEN	030	PT	\$	14.50 Golf Shop Cashier
3366	KADA A	PUDDICOMBE	030	PT	\$	14.50 Golf Shop Cashier
3367	MADISON E	JANECKE	030	PT	\$	14.50 Golf Shop Cashier
	Alleman	Cody			\$	22.00 Grounds Maintenance
	Kramer	Nathan			\$	14.00 Outdoor Services
	Carlson	Thomas			\$	14.50 Outdoor Services



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 25, 2022

AGENDA ITEM: Consider authorizing the Police Department to enter into a Joint Powers Agreement with the Aitkin Itasca Mille Lacs Violent Crimes Enforcement Team (AIM VCET) replacing the previous JPA.

PREPARED BY: Captain Andy Morgan

BACKGROUND:

On February 14, 2022, Grand Rapids City Council reviewed and approved the JPA allowing Grand Rapids Police Department joining the Aitkin-Itasca-Mille Lacs Drug Task Force Team. All partnering agencies approached the appropriate signing authorities and JPA was completed.

Changes were made to the name of the VCET, originally when the task force was created and the JPA was drawn up it was named Aitkin Itasca Mille Lacs Drug Task Force. MCIT (insurance provider) requested that the name be updated to reflect the final name of AIM VCET to accurately reflect the correct group name of Aitkin Itasca Mille Lacs Violent Crimes Enforcement Team. The team's legal representation suggests that each signing authority approve the updated (name change) JPA.

The attached JPA has the corrections. Content / Terms remain the same

REQUESTED COUNCIL ACTION:

Make a motion authorizing the Police Department to enter into agreement with Aitkin-Itasca-Mille Lacs Violent Crimes Enforcement Team Joint Powers Agreement replacing the previous JPA.

**JOINT POWERS AGREEMENT TO FORM
THE AITKIN-ITASCA-MILLE LACS VIOLENT CRIMES ENFORCEMENT TEAM
(AIM VCET)**

WHEREAS, Minn. Stat. §387.03 requires that the sheriff of each county shall keep and preserve the peace of the county and perform all of the duties pertaining to the office; and

WHEREAS, Minn. Stat. §412.221, subd. 32 empowers the city to prevent crime and to provide for the protection of property and the promotion of health, safety, order, and convenience; and

WHEREAS, Minn. Stat. §471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties.

NOW, THEREFORE, BE IT RESOLVED by the county boards of Itasca, Aitkin, and Mille Lacs Counties and the city councils of the cities of Aitkin, and Grand Rapids resolve as follows:

I. PURPOSE

The Aitkin-Itasca-Mille Lacs Violent Crimes Enforcement Team (hereinafter called “AIM VCET”) is formed to investigate, identify, and disrupt illegal drug activity within the counties of Aitkin, Itasca, and Mille Lacs and the cities of Aitkin, and Grand Rapids (hereinafter called “Participating Agencies”). The Participating Agencies promote cooperative law enforcement through multi-jurisdictional investigations in Northern Minnesota. Participating Agencies are those governmental units or entities identified in Minnesota Statute Section 471.59 who have authorized and signed this Agreement.

The VCET is governed by the VCET Board of Directors (Board). The Board is a joint powers board established under Minn. Stat. § 471.59. The Board meets monthly and reviews the activities of the VCET. The By-Laws and VCET Policies and Guidelines address staffing, supervision, equipment, accounting, management of confidential funds, confidential informants, and daily operations. All actions shall be conducted in a manner consistent with federal and state regulations for grant program funds. All VCET accounts shall be annually audited by an independent auditor.

II. VCET BOARD

The members of the Board shall be the sheriff of each member county, the police chief of each city, and at least one county attorney from a member county as the advisor to the VCET. The Board shall elect a chair which shall be the Board Chair, and a Secretary and Treasurer from among its members. Said officers shall serve a one-year term of office and may serve more than one term. The Board Chair shall be responsible for conducting the business meetings, documenting meeting minutes and maintain frequent communication with the members of the Board and the VCET Commander. The Board Chair, at each of the business meetings, shall review operational activities and expenditures and discuss relevant issues to the VCET. In the absence of the Board Chair, the duties may be assumed by the Secretary of the Board, or in their absence, the Treasurer.

The Chain of Command shall be as follows: The Board, the Board Chair, the VCET Commander, the Team Leader and the investigators. If the VCET Commander requires direction, he may seek such direction from the Board Chair. In the absence of the Board Chair, the Secretary, or in their absence, the Treasurer. In the absence or unavailability of an officer of the Board, the Commander may contact the VCET Commander’s Sheriff or other Board member for advice and direction.

All actions of the Board shall be consistent with this Joint Powers Agreement, its By-Laws and VCET and Guidelines. The Board shall adopt such By-Laws and operating rules as it deems necessary. The VCET operations shall adhere to applicable professional guidelines. The Board shall establish the mission and goals of the VCET and shall monitor the progress toward the VCET goals. The Board shall be responsible for the records management system, the statistical records and all financial reports. All VCET policies and procedures shall be adopted by the Board as well as any amendments thereto.

The Board may receive and disburse public funds, private donations and grants to carry out the purposes of this Agreement. The requirements of Minn. Stat. § 471.59, subd. 3 shall apply. The Board shall be strictly accountable to the Participating Agencies for all funds and shall report to the parties hereto on all receipts and disbursements. The reporting period shall be the calendar year. Contracts let and purchases made by the Board shall conform to Minn. Stat. §471.345 (Uniform Municipal Contracting Law). The Treasurer who will be the fiscal agent shall be elected annually by the Board. The Board may elect a fiscal agent upon motion and approval of the majority vote of the Board and consent of the Board member being asked to be the fiscal agent.

The Board shall meet on the call of the Chair or on written notice by any three Board members.

The majority of the Board shall constitute a quorum for a meeting. A majority vote of the full Board shall be necessary to approve a motion. A meeting of the Board shall be required to transact business.

III. NON-WAIVER OF IMMUNITIES

The joining of the Participating Agencies in this Joint Powers Agreement shall not waive any immunities that the parties may enjoy under statute or common law, nor shall the joinder of the parties constitute a “stacking” of any insurance each party carries for their own benefit and/or that of its agents and employees.

IV. VCET OFFICERS

Participating Agencies can assign one or more officers to the VCET. Any change or addition of officers will be voted on by the Board. The Commander shall be a licensed police officer appointed by the Board. Two Team Leaders shall be appointed by the Board to assist the Commander with daily operations.

Employees who are assigned to the VCET shall be entitled to the same salary and benefits to which they would otherwise be entitled and shall remain employees of the assigning agency for all other purposes except that the supervision of their duties during the period of detail may be governed pursuant to this Agreement. Employees who are assigned will be “VCET Officers.”

Participation of an assigning agency’s employee in the VCET is deemed to advance the interests of the assigning agency. Therefore, participation of an assigning agency’s officer in the VCET is deemed to be in the course of the officer’s employment with the assigning agency.

VCET Officers assigned to the VCET shall be under the command of the Team Leaders and the VCET Commander.

VCET Officers shall prepare and submit their investigation reports to the VCET Team Leader.

As the VCET will be jointly exercising police power possessed by the Participating Agencies, the terms of Minn. Stat. §§ 471.59, subds. 12 & 12a shall apply.

V. CONTRIBUTIONS

Each Participating Agency agrees to provide resources as agreed in the annual grant application proposal. These resources can include funding, personnel and/or equipment as necessary to meet the annual grant proposal requirements. The amount of contribution made toward the grant match shall be voted on by the Board after agreement by each Participating Agency. The contribution amount shall be reviewed annually. Each Participating Agency shall agree in advance to the number of personnel, funding and equipment to be assigned to the VCET prior to the submittal of the grant.

Each Participating Agency may make financial contributions to be administered by the VCET. The VCET shall not have the power to issue bonds or obligations under the laws by which governmental units may independently issue bonds or obligations as the joint board is not composed solely of members of the Participating Agencies’ governing bodies. Minn. Stat. § 471.59, subd. 11.

VI. COORDINATING AGENCY

The Board shall designate a VCET Commander who will be responsible for supervising the day-to-day operations of the VCET, including supervision of staff, intelligence sharing, management of confidential funds and coordination with other agencies. The Commander, in conjunction with the members of the Board, shall be responsible for development of any recommended changes to the VCET Policies and Guidelines and shall ensure VCET compliance with all current policies and guidelines. The Commander shall present to the Board proposed budgets and grant applications for approval. The Commander shall assess each VCET Officer’s training needs and ensure that the VCET Officers comply with the guidelines adopted by the Board.

VII. FISCAL AGENCY

The Board shall elect the Treasurer to serve as the fiscal agent of the Board. The Treasurer shall be responsible for proper fiscal management of the VCET grants and all other resources. The Treasurer shall ensure compliance with all state and federal accounting and auditing requirements, including those described in Minn. Stat. §§ 16B.98, subd. 8 & 16C.05, subd. 5. and oversight of confidential funds.

Any forfeited property and proceeds that stem from the VCET operations shall be accounted for in writing, identifying each case and location of the property. The VCET shall adhere to the guidelines of the agency retaining the property and compliance shall be subject to random audit. Further, any law enforcement proceeds of any forfeiture shall return to the VCET as the law enforcement agency of record. The proceeds of any forfeiture for the prosecutor shall be returned to the prosecution agency that handled the prosecution and forfeiture cases.

VIII. DATA AND PUBLIC INFORMATION RELEASES

Data gathered, collected, stored and used by the VCET shall be subject to the Minnesota Government Data Practices Act and Rules issued pursuant thereto, Minn. Stat. Ch. 13.

The law enforcement agency having venue over the offense for prosecution purposes shall control and be responsible for public information releases, including arrest data. The Participating Agencies understand that government data disseminated to a government entity by another government entity has the same classification at the entity receiving them as they had at the entity providing them. Minn. Stat. § 13.03, subd. 4(c).

IX. LIABILITY AND INDEMNIFICATION

The AIM VCET agrees to defend and indemnify its Participating Agencies for any liability claims arising from VCET activities or operations and decisions of the Board. Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses.

To the fullest extent permitted by law, action by the Participating Agencies to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Participating Agencies that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a), provided further that for purposes of that statute, each Participating Agency to this Agreement expressly declines responsibility for the acts or omissions of another Participating Agency. The Participating Agencies to this Agreement are not liable for the acts or omissions of another Participating Agency to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other Participating Agencies. The VCET Board shall provide insurance coverage for the VCET, the VCET Board of Directors and the officers assigned to the VCET. This VCET shall be considered a Joint Powers Entity.

Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any Participating Agency for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

Any excess or uninsured liability shall be borne equally by all the Participating Agencies, but this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

Each Participating Agency shall be responsible for injuries to or death of its own personnel.

Each Participating Agency will maintain workers' compensation insurance or self-insurance covering its own personnel while they are assigned to the VCET or are otherwise participating in or assisting with VCET operations or activities. Each Participating Agency waives the right to, and agrees that it will not, bring any claim or suit against the VCET or any other Participating Agency for any workers' compensation benefits paid to its own employees or dependents, that arise out of participation in or assistance with VCET operations or activities, even if the injuries were caused wholly or partially by the negligence of any other Participating Agency or its officers, employees, or volunteers.

Each Participating Agency shall be responsible for damages to or loss of its own equipment. Each Participating Agency waives the right to, and agrees that it will not, bring any claim or suit against the VCET, or any other Participating Agency, for damages to or loss of its equipment arising out of participation in or assistance with VCET operations or activities, even if the damages or losses were caused wholly or partially by the negligence of any other Participating Agency or its officers, employees or volunteers.

All insurance policies and certificates required under this Agreement shall be open to inspection by any Participating Agency and copies of the policies or certificates shall be submitted to the Participating Agency upon written request.

X. DURATION

The duration of this Agreement shall continue until terminated as hereinafter provided.

XI. WITHDRAWAL AND TERMINATION

Any Participating Agency of the VCET may withdraw from this Agreement upon sixty (60) days written notice to all other Participating Agencies and upon the completion of their responsibility to the grant agreement. Upon any Participating Agency's withdrawal, the balance of this entire Agreement remains in full force and effect. Alternatively, this entire Agreement may be terminated at any time by the written agreement of a majority of the Board members.

XII. DISTRIBUTION OF PROPERTY ON TERMINATION OR WITHDRAWAL

- A. Termination. Upon complete termination of this Agreement by all Participating Agencies and after the purpose of this Agreement has been completed, any property acquired by the Board as a result of the joint exercise of powers hereunder and any surplus monies shall be returned to the Participating Agencies in proportion to contributions of the Participating Agencies after satisfaction of any liabilities or responsibilities of the Joint Powers Board has been satisfied. Liabilities shall be shared equally among the Participating Agencies.

- B. Withdrawal. In the event of withdrawal from this Agreement by one or more Participating Agencies, if two or more of the remaining Participating Agencies continue this Agreement, the remaining Participating Agencies may either distribute the property contributed by the withdrawing Participating Agency to the withdrawing Participating Agency or buy out the withdrawing Participating Agency's interest therein by purchasing the withdrawing Participating Agency's proportionate share of the actual cash value of the property measured at the time of withdrawal of the Participating Agency. Surplus monies or surplus cash shall be retained by the remaining Participating Agencies to this Agreement.

Participating Agencies are eligible for distribution of property accrued after the date of the Participating Agency's inclusion.

XIII. AMENDMENT OF THE JOINT POWERS AGREEMENT

This Agreement may be amended by agreement of all Participating Agencies to the same and upon approval of the Participating Agencies' respective Board of Commissioners.

THIS AGREEMENT, AS AMENDED, IS APPROVED AND ADOPTED by the Participating Agencies as follows:

COUNTY OF ITASCA

Dated: _____

By: _____
Its Board Chair

Dated: _____

By: _____
Its Clerk

COUNTY OF AITKIN

Dated: _____

By: _____
Its Board Chair

Dated: _____

By: _____
Its Clerk

COUNTY OF MILLE LACS

Dated: _____

By: _____
Its Board Chair

Dated: _____

By: _____
Its Clerk

CITY OF GRAND RAPIDS

Dated: _____

By: _____
Its Mayor

Dated: _____

By: _____
Its Clerk

CITY OF AITKIN

Dated: _____

By: _____
Its Mayor

Dated: _____

By: _____
Its Clerk

U.S. Department of Justice
Office of Community Oriented Policing Services



FY 2022 COPS Hiring Program

Assistance Listing Number #	16.710
Grants.gov Opportunity Number:	O-COPS-2022-171229
Solicitation Release Date:	April 14, 2022 12:00 PM
Version:	1
Grants.gov Deadline:	June 09, 2022 7:59 PM
Application JustGrants Deadline:	June 16, 2022 7:59 PM

Overview

The U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office, www.cops.usdoj.gov) announces a competitive solicitation for applications for the COPS Office FY 2022 COPS Hiring Program (CHP). This program furthers the COPS Office's goal of advancing public safety through community policing by funding additional full-time career law enforcement positions to meet law enforcement agencies' community policing strategies.

Eligible Applicants:

City or township governments, County governments, Native American tribal governments (Federally recognized), State governments, Other

Other

Eligible applicants are limited to local, state, and tribal law enforcement agencies that have primary law enforcement authority. See additional eligibility details under the Eligibility section of this solicitation.

To advance Executive Order 13929 Safe Policing for Safe Communities, as of October 28, 2020, the Attorney General determined that all state, local, and university or college law enforcement agencies must be certified by an approved independent credentialing body or have started the certification process to be allocated FY 2022 DOJ discretionary grant funding, either as a recipient or a subrecipient. For detailed information on this new certification requirement, please visit <https://cops.usdoj.gov/SafePolicingEO>.

Contact Information

Applications must be submitted through both Grants.gov and the JustGrants system.

For technical assistance with Grants.gov, call the Grants.gov customer service hotline at 800-518-4726, send questions via email to support@Grants.gov, or consult the Grants.gov Organization Applicant User Guide at <https://www.grants.gov/help/html/help/index.htm>.

For technical support with JustGrants, please contact JustGrants Support via e-mail at: JustGrants.Support@usdoj.gov or by phone 833-872-5175.

For programmatic assistance with the requirements of this program, please call the COPS Office Response Center at 800-421-6770 or send questions via email to AskCopsRC@usdoj.gov.

Submission Information

Registration: To submit an application, all applicants must obtain a Unique Entity Identifier (UEI) number and register online with the System for Award Management (SAM) and Grants.gov.

Submission: Completing an application is a two-step process:

Applicants are first required to register via <https://www.grants.gov>, complete the SF-424 form and if applicable the SF-LLL, and submit it through the [Grants.gov website](#).

Once the SF-424 has been submitted via Grants.gov, the applicants will complete the full application including providing attachments in JustGrants.

An application is not considered submitted until both of these steps are completed. For more information about registration and submission, see the "How to Apply" section of this solicitation.

All guidance for this program is contained in this Solicitation and can also be found at **COPS Hiring Program**. In addition to this Solicitation, the COPS Office "**How to Apply**" web page provides additional resources to help guide applicants through the process.

The complete application package (this solicitation, including links to additional documents) is available on Grants.gov and on the COPS Office website **<https://cops.usdoj.gov/>**.

Contents

- Contact Information 1
- Program Description 4
- Federal Award Information 5
 - Awards, Amounts and Durations 5
 - Federal Award Information 5
- Eligibility Information 5
- Application and Submission Information 5
 - Information to Complete the Application for Federal Assistance (SF-424) 7
 - Standard Applicant Information (JustGrants 424 and General Agency Information) 8
 - Data Requested with Application 8
 - Budget and Associated Documentation 8
 - Budget Worksheet and Budget Narrative (Web-based Form) 9
 - Memoranda of Understanding (MOUs) and Other Supportive Documents 10
 - Additional Application Components 11
 - Letters of Support 11
 - Disclosures and Assurances 11
 - Disclosure of Lobbying Activities 11
 - DOJ Certified Standard Assurances 11
 - DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters;
and Drug-Free Workplace Requirements 11
 - How to Apply 11
 - Submission Dates and Time 12
- Application Review Information 13
 - Review Process 14
- Federal Award Administration Information 14
- Federal Awarding Agency Contact(s) 15
- COPS Other Information 15
 - Public Reporting Burden- Paper Work Reduction Act Notice 15
 - Performance Measures 15
 - Application Checklist 16
- Survey Questions 16

Program Description

The Office of Community Oriented Policing Services (COPS Office) is the component of the U.S. Department of Justice responsible for advancing the practice of community policing by the nation's state, local, territorial, and tribal law enforcement agencies through information and grant resources. The COPS Office has invested more than \$14 billion to advance community policing, including grants awarded to more than 13,000 state, local and tribal law enforcement agencies to fund the hiring and redeployment of more than 134,000 officers. COPS Office information resources, covering a wide range of community policing topics such as school and campus safety, violent crime, and officer safety and wellness, can be downloaded via the COPS Office's home page, www.cops.usdoj.gov.

Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem solving techniques to proactively address the immediate conditions that give rise to public safety issues such as nonviolent crime, violent crime, and fear of crime.

The goal of the COPS Hiring Program (CHP) is to provide funding directly to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of CHP awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities.

Applicants will be expected to describe their community policing strategy and request the number of newly hired and/or rehired full-time sworn career law enforcement officer positions necessary to support that strategy. COPS Office funding must be used to reorient the mission and activities of law enforcement agencies toward the community or enhance their involvement in community policing.

FY 2022 CHP awards will cover up to 75 percent of the entry-level salary and fringe benefits for each approved position for a three-year funding period, based on the applicant's current entry level salary levels for full-time officers. There is a minimum 25 percent local cash match (cost share) requirement, unless a waiver is approved. The maximum federal share per officer position is \$125,000 over the three-year period, (not \$125,00 per year) unless a local match waiver is approved. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the recipient agency.

Funding under this program will support three years of officer or deputy salaries within a five-year period of performance to accommodate time needed for recruitment and hiring. Agencies must retain each CHP-funded position for a minimum of 12 months following the three years of funding for that position. The additional officer positions should be added to your agency's law enforcement budget with state and/or local funds over and above the number of locally funded officer positions that would have existed in the absence of the award. Absorbing CHP-funded positions through attrition (rather than adding the extra positions to your budget with additional funding) does not meet the retention requirement.

The COPS Office will fund as many positions as possible for successful applicants; however, the number of officer positions requested by an agency may be reduced based on the availability of funding and other programmatic considerations.

Funding under this program may be used for the following:

- Hire new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget. These positions must be in addition to your current budgeted (funded) level of sworn officer positions, and the officers must be hired on or after the official award start date on the notice of award.
- Rehire officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions. The rehired officers must be rehired on or after the official award start date on the notice of award. Documentation must be maintained showing the date(s) that the positions were laid off and rehired. Rehire officers who are (at the time of application) currently scheduled to be laid off by your jurisdiction on a specific future date as a result of state, local, or BIA budget reductions. Recipients will be required to continue funding the positions with local funding until the date(s) of the scheduled layoffs. The dates of the scheduled layoffs and the number of positions affected must be identified in the CHP application. The recipient may rehire the officers with CHP funding on or immediately after the date of the scheduled layoff. Unless required by a recipient jurisdiction, the agency is not required to formally complete the administrative steps associated with the layoff of the individual officers it is seeking to rehire so long as the agency can document that a final, approved budget decision was made to lay off those individual officers on the identified layoff date. Documentation must be maintained detailing the dates and reason(s) for the layoffs. Furthermore, agencies awarded will be required to maintain documentation that demonstrates that the scheduled layoffs are occurring for local economic reasons unrelated to the availability of CHP award funds; such documentation may include local council meeting minutes, memoranda, notices, or orders discussing the layoffs, budget documents ordering jurisdiction-wide budget reductions, and/or notices provided to the individual officers regarding the layoffs.

An applicant may request funding in one or more of the above-referenced hiring categories under CHP. If an application is approved for funding, the notice of award will specify the number of positions approved in each category. Once awarded, recipient agencies may not move funded positions between the hiring categories without receiving written prior approval from the COPS Office.

An applicant may not reduce its existing current fiscal year budget for sworn officers just to make use of the CHP award. Any budget cut must be unrelated to the receipt of CHP award funds to avoid a violation of the COPS Office statutory non-supplanting requirement.

The COPS Office is committed to advancing work that promotes civil rights and racial equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety and protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

Federal Award Information

Solicitation Categories

This solicitation does not include Solicitation Categories.

Awards, Amounts and Durations

Anticipated Number of Awards

185

Period of Performance Start Date

10/1/22 12:00 AM

Anticipated Total Amount to be Awarded Under Solicitation

\$156,000,000.00

Anticipated Maximum Dollar Amount of Awards

\$6,250,000.00

Period of Performance Duration (Months)

60

Federal Award Information

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. This solicitation is expected to be very competitive. The COPS Office may elect to fund applications submitted under the FY 2022 CHP solicitation in future fiscal years, dependent on, among other considerations, the merit of the applications and on the availability of funding.

Eligibility Information

Local, state, and tribal law enforcement agencies that have primary law enforcement authority are eligible to apply. An agency with primary law enforcement authority is defined as the first responder to calls for service for all types of criminal incidents within the jurisdiction served. CHP applicants must have a law enforcement agency (ie. Sheriff's Office, Department, etc.) that is operational by the close of this application or receive services through a new or existing contract for law enforcement services through an existing contract for law enforcement services or a new contract for law enforcement services that is in place by the close of this solicitation. Applicants must also maintain primary law enforcement authority for the population to be served. If funds under this program are to be used as part of a written contracting agreement for law enforcement services (e.g., a town that contracts with a neighboring sheriff's department to receive services), the agency wishing to receive law enforcement services must be the legal applicant in this application.

A law enforcement agency is established and operational if the jurisdiction has passed authorizing legislation and it has a current operating budget.

Application and Submission Information

The complete application package (this solicitation, including links to additional documents) is available on Grants.gov and on the COPS website <https://cops.usdoj.gov/>.

Completing an application under this program is a two-step process. Applicants must first register via www.grants.gov and complete an SF-424, the government wide standard application form for federal assistance and the SF-LLL Lobbying Certification Form. The remainder of the application will be completed through the JustGrants System at <https://justicegrants.usdoj.gov/>.

See "How to Apply" and "Submission Date and Time" below.

Applicants are strongly recommended to register immediately on www.grants.gov. Any delays in registering with Grants.gov or submitting the SF-424 may result in insufficient time for processing your application through JustGrants. For technical assistance with submitting the SF-424, please contact the Grants.gov Customer Service Hotline at 800-518-4726, via email at support@grants.gov, or consult the Grants.gov Applicant User Guide at <https://www.grants.gov/help/html/help/index.htm>.

For any attachments, please use appropriately descriptive file names (e.g., Program Narrative, Budget Narrative, Memoranda of Understanding, etc.).

Content and Form of Application

The application in JustGrants consists of a series of questions, as well as a budget worksheet. Below is a summary of the questions that applicants will be required to complete. Applicants are encouraged to read through the online application questions in advance to ensure sufficient time to prepare answers to the questions.

- **Agency Eligibility:** See Eligibility section to ensure that your agency meets eligibility requirements.
- **Law Enforcement Agency Sworn force information:** Applicants will enter information regarding budgeted sworn force strength and actual sworn force strength employed at the time of application.
- **Civilian Staff:** The number of full- and part-time civilian positions funded in your agency's annual budget.
- **COPS-funded Officer Request:**
 - Applicants will be asked to enter the number of newly hired and/or rehired entry-level officer positions necessary to support the proposed community policing strategy. CHP awards are subject to the restrictions described in the Program Description and the Budget Worksheet section, including but not limited to: \$125,000 maximum over three years for each awarded position (not \$125,000 per year), a minimum 25 percent match requirement (unless waived), 12-month retention requirement for each officer hired, and non-supplanting requirements.
 - Requests will be capped at 20% of actual sworn force, with a maximum of 50 officers for any agency. For example, agencies with an actual sworn force of 30 will be allowed to request up to 6 positions. Agencies with fewer than 5 officers may request one position.
 - Applicants should base requests on the current needs in the three hiring categories (new hire, rehire of previously laid-off, and rehire of officers scheduled for lay-off), keeping in mind that once awarded, positions cannot be moved between the categories without prior written approval from the COPS Office.
 - Although hiring military veterans as new hires is not an award requirement, applicants who commit to hiring or rehiring at least one military veteran will receive additional consideration for CHP funding. Under this solicitation, a military veteran is defined as a person who has served in the active military, naval, or air service, and who was discharged or released there from under conditions other than dishonorable. The COPS Office recommends that applicants examine their internal hiring practices to ensure that an officer funded by a CHP award would meet the veteran requirement.
- **Law Enforcement and Community Policing Strategy:** COPS Office funding must be used to reorient the mission and activities of law enforcement agencies toward the community or enhance their involvement in community policing. The COPS Office definition of community policing emphasizes the primary components of community partnerships, organizational transformation, and problem solving: Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as nonviolent crime, violent crime, and fear of crime. The COPS Office developed a list of primary sub-elements of community policing. Please refer to the COPS Office Community Policing Defined publication (<https://cops.usdoj.gov/RIC/Publications/cops-p157-pub.pdf>) for further information regarding these sub-elements.

Through a series of detailed questions requiring a narrative response, CHP applicants are required to describe how hiring additional officers will assist the applicant in implementing and/or enhancing community policing strategies. The first set of questions will examine the current policies and practices within the agency as they relate to community policing. The second set of questions will assess the proposed community policing strategy as it relates to the three primary elements of community policing.

Agencies that do not meet a minimum community policing score will not be considered for funding. The minimum community policing score reflects a basic existing commitment to community policing and a strategy to enhance or build community policing capacity.

- **Problem Area Selection:** Applicants will identify and describe one specific problem/focus area from the list below. Selection of certain problem areas will require additional narrative descriptions. Note that selection of some problem focus areas may result in additional consideration for funding (see Application Review Information.) Applicants that select those funding areas will not be allowed to change the problem areas/focus area of community policing strategies after the award is issued.

If awarded CHP funding, your organization should be prepared to demonstrate (1) the community policing activities engaged in prior to the award that are detailed in the application, and (2) how the award funds and award-funded officers (or an equal number of redeployed experienced officers) were specifically used to enhance or initiate community policing activities according to your community policing strategy contained in the question set of this application.

Community policing needs may change during the life of your award. Minor changes to this strategy may be made without prior approval of the COPS Office; however, the recipient will be required to report on progress or changes to the community policing strategy (if any) through required performance reports. If your agency's community policing strategy

changes significantly, you must submit those changes to the COPS Office for approval. Changes are significant if they deviate from the specific crime problems originally identified and approved in the community policing strategy submitted with the application. In some cases, in reviewing performance reports, the COPS Office may identify significant changes in community policing strategies that require an explanation and request for approval.

- **Building Legitimacy and Trust** – Applicant will deploy officers to partner and engage community stakeholders including residents, businesses, and faith-based organizations to prioritize and collectively strengthen a community's response to crime and criminal activity, and focus on enhancing and maintaining community trust and legitimacy between law enforcement and the communities they serve – to include building trust in immigrant communities. Efforts could include deploying or redeploying officers to support officer recruitment and retention efforts, with an emphasis on promoting diversity. Applicants may wish to review the COPS Office web page Building Trust at <https://cops.usdoj.gov/buildingtrust> for ideas on strategies.
- **Violent Crime/Gun Violence** – Applicant will employ community policing strategies to address a range of violent crime problems. Community-based approaches to combatting gun violence that build trust in underserved communities suffering from high incidents of gun crime will receive additional consideration. Applicants requesting additional consideration for gun violence issues will be asked to describe their holistic, community-based approach (which could include applicable task force participation) and may wish to review the COPS Office web page on Community Violence Interventions at https://cops.usdoj.gov/community_violence_intervention for ideas on strategies.
- **Combating Hate and Domestic Extremism** – Applicant will focus on community-based strategies that combat bias-motivated acts of violence that divide our communities, intimidate our most vulnerable citizens, and erode trust in the rule of law. Applicants may wish to review the COPS Office web page on Combating Hate Crimes at <https://cops.usdoj.gov/hatecrimeresources> for ideas on strategies
- **Police-based Response to Persons in Crisis** – Applicant will focus on deploying officers in crisis intervention teams, participation in crisis intervention teams, improving response and interaction with persons in crisis – to include efforts focused on the education, prevention, and interventions related to the abuse of opioids and other substances in communities.
- **Homeland Security** – Building strong relationships with the community can prove vital to preventing acts of terror from domestic and foreign actors. This effort includes the thoughtful deployment of officers to strengthen relationships across the community spectrum as well as practical partnerships and task force participation to protect public infrastructure and enhance security at ports of entry. Applicants may wish to review the COPS Office web page on Homeland Security at <https://cops.usdoj.gov/homelandsecurity> for ideas on strategies
- **Other/Innovations in Community Policing** – Applicants should describe new and promising approaches in community policing that can be advanced through CHP funding.
- **Need for Federal Assistance:** All applicants are required to explain their inability to address the needs identified in this application without federal assistance. Applicants will answer a series of questions about their service population and fiscal health of their area, including operating budget, poverty and unemployment rates, and other indicators of fiscal health.
- **Property/Violent Crime Rates:** Applicants will be asked to enter crime data information for the previous two years for the population area served by the agency, using Uniform Crime Reporting crime definitions.
- **Continuation of Project after Federal Funding Ends:** All applicants are required to affirm that their agency plans to retain all officer positions awarded following the three years of federal funding, for at least 12 months, and to identify their planned source(s) of retention funding. The retention period may begin during the five-year period of performance of the award and may extend beyond the end date of the award. Agencies that do not plan to retain all officer positions under this award program at the time of application are ineligible to apply for CHP funding.

The retention requirement cannot be satisfied through attrition. The retained CHP-funded officer positions should be added to your agency's law enforcement budget with state and/or local funds for at least 12 months over and above the number of locally funded officer positions that would have existed in the absence of the award.

At the conclusion of federal funding, agencies that fail to retain the additional officer positions awarded under the CHP award for a period of 12 months may be ineligible to receive future COPS Office awards for a period of one to three years.

Information to Complete the Application for Federal Assistance (SF-424)

The applicant's SF-424 must be submitted online via www.grants.gov using the information provided on that site.

Note: Intergovernmental Review (SF-424 Question 19): This solicitation is subject to Executive Order (E.O.) 12372,

Intergovernmental Review of Federal Programs. Applicants must check the Office of Management and Budget's website for the names and addresses of Single Points of Contact (SPOC) under Intergovernmental Review: <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>. If the applicant's state appears on the SPOC list, the applicant must contact the state SPOC to find out about, and comply with, the state's process under E.O. 12372. In completing the SF-424, such applicant is to make the appropriate selection in response to question 19 once the applicant has complied with its state E.O. 12372 process. An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the following response: "Program is subject to E.O. 12372 but has not been selected by the state for review."

Disclosure of Lobbying Activities

Applicants must complete and submit the Disclosure of Lobbying Activities (SF-LLL) form in Grants.gov. Applicants that expend any funds for lobbying activities must provide the information requested on the SF-LLL. Note: Applicants that do not expend any funds for lobbying activities should enter "N/A" in the required highlighted fields.

Standard Applicant Information (JustGrants 424 and General Agency Information)

Applicants must complete this web-based form in JustGrants, which is pre-populated with the SF-424 data submitted in Grants.gov. Applicants are required to confirm the two Authorized Representatives, verify the legal name and address, and enter the ZIP code(s) for the areas affected by the project.

In order for the applicant to complete this section, the two Authorized Representatives – the Law Enforcement Executive and the Government Executive, must have established accounts in JustGrants after the Grants.gov portion of the application is submitted.

The Law Enforcement Executive is the highest-ranking official in the jurisdiction (chief of police, sheriff, etc.) and must be assigned the role: "Authorized Representative 1" in JustGrants.

The Government Executive is the highest-ranking government official in the jurisdiction (mayor, board president, etc.) and must be assigned the role "Authorized Representative 2" in JustGrants.

Applications where the Authorized Representatives have been incorrectly assigned may be rejected.

Data Requested with Application

Applicants will be required to respond to the questions at the end of the solicitation.

Please refer to the steps below to help guide you through initiating, completing, modifying, and obtaining the status of solicitation surveys in the JustGrants system:

1. To initiate a survey, please click on the survey title to open.
2. When you have completed the survey, please click the "Finish" button on the lower right corner of the screen. The system will direct you to a review screen displaying your survey responses.
3. To go back to the main application screen, go to the "Actions" menu at the top right corner of the screen and select "Close" to exit the survey review screen.
4. The survey you just completed will still display an "Open" status. To confirm the completed status of your survey, go back to the "Actions" menu and select "Refresh". The status of your completed survey will change to "Resolved-Completed."
5. If you would like to verify the survey responses of a completed survey, you may click the survey title to reopen the selected survey and view your saved responses.
6. If you would like to change and/or update the survey responses of a completed survey, you may click the "Reopen" option to update your saved responses.

Budget and Associated Documentation

Applicants must complete the web-based budget worksheet form in JustGrants. No separate budget narrative is required. It is important to enter accurate information in the budget worksheet, as the information provided will be used to determine the amount of your CHP award, if awarded.

Applicants are required to disclose whether they have pending applications for federally funded assistance or active federal awards that support the same or similar activities or services for which award funding is being requested under this application. As a general rule, COPS Office award funding may not be used for the same item or service funded through another funding source. However, leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate.

To aid the COPS Office in the prevention of awarding potentially duplicative funding, you will need to indicate in the application question survey whether your agency has a pending application and/or an active award with any other federal funding source (e.g., direct federal funding or indirect federal funding through state subawarded federal funds) that supports the same or similar activities or services as being proposed in this COPS Office application. For each potentially duplicative program, you will be asked to provide the name of the name of federal awarding agency, or state agency for subawarded federal funding, award or application number, program name, award start and end dates, award or requested amount, items requested, and description of how this project differs from the application for COPS office funding.

Budget Worksheet and Budget Narrative (Web-based Form)

Budget requests may only be made in the following categories:

- Sworn Officer Personnel
- Fringe Benefits

Recipients may not use COPS Office funding for the same item or service also funded by another U.S. Department of Justice award.

Non-supplanting requirement: Requests may be made only for positions that are not otherwise budgeted with state, local, or BIA funds and that would not be funded in the absence of the CHP award.

See below for non-exhaustive list of allowable and unallowable costs, as well as guidance for completing each budget category.

Allowable Costs: Fundable requests

The only allowable costs under CHP are the approved full-time, entry-level salaries and fringe benefits of newly hired or rehired sworn career law enforcement officers who are hired or rehired on or after the award start date. A "career law enforcement officer" is a person hired on a permanent basis who is authorized by law or by a state, local, or tribal agency to engage in or oversee the prevention, detection, or investigation of violations of criminal laws. 34 U.S.C. §10389(1). The State of Alaska, and any Indian tribe or tribal organization in that State, may also use hiring funds for village public safety officers defined as "an individual employed as a village public safety officer under the program established by the State pursuant to Alaska Statute 18.65.670. Tribal Law and Order Act of 2010, Pub. L. 111-211, title II, § 247 (a)(2).

An agency seeking to rehire officers scheduled to be laid off on a specific future date with CHP funds must continue to fund them with local funds through the award date until the date of the scheduled layoff. Officers previously employed by your agency who have been (or are currently scheduled to be) laid off as a result of budget reductions may be rehired using CHP award funds, but funding requests must be limited to your agency's entry-level salaries and fringe benefits for full-time officers. Agencies will be responsible for paying any costs that exceed entry-level salaries and fringe benefits with local funds.

NOTE: The only allowable budget categories under the CHP program are Salaries and Fringe Benefits. Do not enter any funding requests under any other budget category.

The 25% local match will calculate automatically once the overall salary and fringe rates are entered.

Sworn Officer Salaries: You will enter the funding request by indicating the number of officers you are requesting, then by providing the current entry-level salary and fringe benefits for one full-time sworn officer. The total request will calculate automatically. CHP awards are subject to the restrictions described in the Program Description, including but not limited to: \$125,000 maximum over three years and 25% match requirement (unless waived). Applicants budgeting for an increase in salaries and/or fringe benefits over the life of the award are required to provide an explanation. Note that the \$125,000 in federal funds total for three years, not \$125,000 annually.

Fringe Benefits: Fringe benefits typically covered by the applicant agency, as specified in agency personnel and salary policies or contractual agreements, and allowable under 2 CFR 200, will be covered. Examples of allowable fringe benefits include Social Security, Medicare, insurance (life, health, dental, etc.), shift differential, retirement plans, and holiday pay.

The following are considered unallowable costs under the CHP program: overtime costs, training, travel, equipment (e.g., uniforms, weapons, or vehicles), severance pay, and hazard pay. If your agency pays those benefits for locally funded officer positions, your agency will be required to use local funds to do so for CHP- funded officer positions.

For agencies that do not include fringe benefits (e.g., vacation, holiday, shift differential) as part of the base salary costs and typically calculate these separately, the allowable expenditures may be included with personnel costs. Any fringe benefits that are already included as part of the agency's base salary should not be repeated in the separate fringe listing. Fringe benefits that do not appear in the drop-down budget menu will not be considered.

Shift differential pay is a premium hourly rate paid for those hours that are not considered normal day work hours as defined by your agency. Typically, shift differential pay is for the hours worked outside of normal day work hours, where the majority of hours worked are from 3:00 p.m. of one day until 8:00 a.m. of the following day. This would include the evening shift, midnight shift, overlap shift or power shift, or any other designated shift between those hours that would qualify for the shift differential pay as defined by your agency and/or a contractual or union agreement. Overtime beyond any defined shift work hours is an unallowable cost under 2022 CHP.

Unallowable Costs: Requests will NOT be funded

All items other than entry-level personnel costs (salaries and fringe benefits) as described in the preceding section are considered unallowable under CHP. Therefore, requests for equipment, training, travel, uniforms, vehicles, and indirect costs are not permitted under CHP.

In addition, the following personnel costs are unallowable:

- Salaries and fringe benefits of existing locally-funded officers, unless those officers are currently scheduled to be laid off on a specific future date
- Salaries and fringe benefits over and above an agency's entry-level salary and fringe benefits for officers
- Salaries and fringe benefits for civilian or nonsworn personnel
- Salaries and fringe benefits for part-time officer positions
- Salaries and fringe benefits for furloughed officers
- Salaries and fringe benefits for correctional officers
- Overtime costs, severance pay, hazard pay

This is not an inclusive list, and items not listed above will be reviewed on a case-by-case basis. The COPS Office reserves the right to deny funding for items that may not be included on this list. Agencies are expected to request items that show a direct link between the requested item(s) and the applicant's CHP project. All requests must contribute directly to the specific purpose of the award project and relate to the appropriations language enacted for FY 2022.

Federal/Local Share of Cost

In the budget worksheet, the applicant will be required to indicate the number of officers, and the total salary and fringe benefits for the three-year salary period for ONE entry-level officer. The local match will calculate automatically. The minimum local match requirement is 25 percent of the total project cost, and the cap on the amount of funding that can be requested per officer position is \$125,000 over three years (36 months). Any additional costs above the local match and officer funding cap will be the responsibility of the recipient agency. Recipients are also required to pay a progressively larger share of the cost of the award with local funds over the award period. The applicant will also be asked for a projection of the planned federal and local shares of the total project costs over the three years of funding for each position. While your agency may deviate from these specific projections during the award period, it must still ensure that the federal share decreases and the local share increases.

Budget summary: The budget summary will automatically calculate total project costs based on the figures provided in the budget worksheet and the number of officer positions requested in the application. It will also calculate the amount of the local match requirement.

Waiver/Local Match (Cost share)

The COPS Office may waive some or all of an applicant's local match requirement. During the application review process, your agency's waiver request will be evaluated based on the availability of funding, a demonstration of severe fiscal distress as supported by the fiscal health data provided in this application, and comparison of your fiscal health data with that of the overall CHP applicant pool. If your agency wishes to be considered for a waiver, you must respond to the applicable question. Please indicate whether the COPS Office should continue to consider your application if the waiver request is not granted or whether it should be removed from consideration if the waiver is not granted. If a full or partial waiver is granted, and your application is funded for a reduced number of officer positions, the percentage of local share provided will be applied to the total project cost of the awarded officers.

Memoranda of Understanding (MOUs) and Other Supportive Documents

As applicable, applicants will attach any memoranda of understanding or partner agreements in this section.

School Resource Officer (SRO) MOU (If applicable): Recipients awarded CHP funding to hire and/or deploy SRO into schools will be required to submit to the COPS Office a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) within 90 days of the award start date, and before expending or drawing down funds under the award. An MOU is not required at the time of application; however, if the law enforcement agency already has an MOU in place that is applicable to the partnership, the MOU can be uploaded as an attachment under the Section in JustGrants titled "MOUs and Other Supporting Documents".

Agencies selecting SROs should adhere to the guiding principles presented in the SRO Guiding Principles which can be found at [SUPPORTING SAFE SCHOOLS | COPS OFFICE \(usdoj.gov\)](https://www.usdoj.gov/cops/2022/sro-guiding-principles).

The MOU must contain the following: the purpose of the MOU; clearly defined roles and responsibilities of the school district and the law enforcement agency focusing on the officers' roles on safety, information sharing, supervision responsibility, and chain of command for the SRO; and signatures. The MOU is an agreement among parties that defines the roles and responsibilities of the individuals and partners involved, including SROs, school administrators, law enforcement and education departments, students, and parents. The MOU should explicitly state the proposed programs and daily activities that the SRO will develop and/or administer. It should also address the policies and procedures and the extent to which information will be shared between the law enforcement agency and school or school district partners throughout the course of the award. The MOU should be signed by the law enforcement executive and designated representative for the school or school district who has general educational oversight within that jurisdiction.

Please refer to the MOU fact sheet at <https://cops.usdoj.gov/chp> for a full description of requirements.

School Resource Officer Official Partner Contact Information (if applicable)

Applicants requesting funding for SROs should enter in contact information for each school partner where the SROs will be deployed, if known at time of application. This information is not required at the time of application, but will be required for any agency awarded CHP funding for officers to be deployed as SROs.

Additional Application Components

Catastrophic incident (if applicable – required for all applicants claiming a major disaster or catastrophic incident)—Applicants that are claiming a major disaster or catastrophic incident must describe the incident in the appropriate question set in JustGrants, outlining:

- Type of event (major disaster, mass shooting, bombing, etc.)
- Impact of the event on delivery of law enforcement services
- Duration of the event (how long will law enforcement services be impacted by the event until recovery) and
- Law enforcement response and recovery efforts

Letters of Support

As applicable, applicants may attach letters of support, but these are not required.

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments should use descriptive file names identified on the attachment(s) such as “[Applicant] Letter of Support.” Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.

Disclosures and Assurances

The applicant must review, complete, and submit all disclosures, assurances, and certifications as described below. The full text of the Certifications is available in the Application Resource Guide. An application may not be funded or, if awarded, a hold may be placed on this application if it is deemed that the applicant is not in compliance with federal civil rights laws, is not cooperating with an ongoing federal civil rights investigation, or is not cooperating with a U.S. Department of Justice award review or audit.

Applicants must read and acknowledge the DOJ Certified Standard Assurances in JustGrants. Full text of the Certified Standard Assurances is available in the Application Resource Guide.

Disclosure of Lobbying Activities

Applicants must complete the SF-LLL Disclosure of Lobbying Activities in Grants.gov prior to beginning the application process in JustGrants NOTE: Applicants that do not expend any funds for lobbying activities should enter “N/A” in the required highlighted fields.

DOJ Certified Standard Assurances

Applicants must read and acknowledge the DOJ Certified Standard Assurances in JustGrants. Full text of the Certified Standard Assurances is available in the Application Resource Guide. found in the FY22 Reference Guide for Community Policing Advancement (CPA) programs under the COPS Office "[How to Apply](#)" webpage.

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants must read and acknowledge these DOJ certifications in JustGrants. Full text of the Certified Standard Assurances is available in the Application Resource Guide.

How to Apply

Applications must be submitted electronically through JustGrants following the submission of the SF-424 via Grants.gov. See Submission Dates and Times below for a list of steps for registering with all required systems and deadlines for completing each step.

Unique Entity Identifier and System for Award Management (SAM)

Federal regulations require that an applicant for federal funding: (1) be registered in SAM before submitting its application; (2) provide a valid unique entity identifier in its application; and (3) continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. The COPS Office may not make an award to an applicant until the applicant has complied with all applicable

unique entity identifier and SAM requirements and, if an applicant has not fully complied with these requirements by the time the COPS Office is ready to make an award, then the COPS office may determine that the applicant is not qualified to receive an award. See 2 C.F.R. §§ 25.200, 25.205 and the Award Terms and Conditions for further information.

The Unique Entity ID (SAM) is a 12-character alpha-numeric value and once issued, will not change. Entities that are currently registered in SAM.gov already have a Unique Entity ID (SAM) which can be viewed in SAM.gov.

The transition to UEI (SAM) will not impact an entity's registration expiration date or when renewal is necessary.

SAM centralizes information about grant recipients and provides a central location for grant recipients to change organizational information. Grants.gov uses SAM to establish roles and IDs for electronic submission of grant applications.

If the applicant already has an Employer Identification Number (EIN), the SAM registration will take up to two weeks to process. If the applicant does not have an EIN, then the applicant should allow two to five weeks for obtaining an EIN from the Internal Revenue Service. There is no fee associated with these processes. These processes cannot be expedited.

The COPS Office strongly discourages applicants from paying a third party to apply or register on their behalf in an attempt to expedite these processes.

To ensure all applicants are able to apply by the deadline for this solicitation, applicants must have registered online with the SAM and with Grants.gov well in advance of the JustGrants deadline.

Submission Dates and Time

All completed applications must be submitted by the deadline.

The completed SF-424 must be submitted in Grants.gov by June 9, 2022 and applications in JustGrants by June 16, 2022.

After applicants register with SAM, they can begin the Grants.gov registration process. The applying organization must complete the Grants.gov registration process prior to beginning an application for a federal grant. The E-Business Point of Contact (E-Biz POC) must register the applicant organization with Grants.gov. The E-Biz POC oversees the applicant's Grants.gov transactions and assigns the Authorized Representative. The Authorized Organization Representative (AOR) submits the application to Grants.gov and must also register with Grants.gov. In some cases, the E-Biz POC is also the AOR for the applicant. Complete instructions can be found at www.Grants.gov.

In JustGrants, each applying entity will have an assigned Entity Administrator who is responsible for managing entity-level information and assigning roles in the system. The Entity Administrator is also the E-Biz POC designated in SAM.gov. For more information on registering with JustGrants, see <https://justicegrants.usdoj.gov/>.

It is the applicant's responsibility to ensure that the application is complete and submitted by the deadline. Failure to meet the submission deadline will result in an application not being considered for funding. Applicants should refer to the list below to ensure that all required steps and deadlines are met.

Applicant Actions with Required Dates/Deadline

1. Register with SAM. Access the SAM online registration through the SAM homepage at <https://www.sam.gov/SAM> and follow the online instructions for new SAM users. If the applicant already has the necessary information on hand, the online registration takes approximately 30 minutes to complete, depending upon the size and complexity of the business or organization. Organizations must update or renew their SAM registration at least once a year to maintain an active status.
2. Register with Grants.gov. Once the SAM registration is active, the applicant will be able to complete the Grants.gov registration.
3. Download the updated version of Adobe Acrobat before the Grants.gov deadline. Applicants are responsible for ensuring that the most up-to-date version of Adobe Acrobat is installed on all computers that may be used to download the solicitation and to submit the SF-424 and SF-LLL on Grants.gov. To verify that the Adobe software version is compatible with Grants.gov, please visit the following link: <http://www.grants.gov/web/grants/applicants/adobe-software-compatibility.html>.
4. Begin application submission process in Grants.gov as early as possible, but no later than 24-48 hours prior to the Grants.gov deadline. Applicants may find this funding opportunity on Grants.gov by using the assistance listing number, Grants.gov opportunity number, or the title of this solicitation, all of which can be found on the cover page. Applicants will submit two forms in Grants.gov (SF-424 and SF-LLL).
5. The Grants.gov Workspace Status will change from "In Progress" to "Submitted" once the SF-424 has been successfully submitted in Grants.gov. Within 48 hours after submitting the SF-424 in Grants.gov, the applicant should receive four (4) notifications from Grants.gov (i.e., submission receipt, validation receipt, grantor agency retrieval receipt, and agency tracking number assignment). (Note: It is possible to first receive a message indicating that the application is received, and then receive a rejection notice a few minutes or hours later.)

6. Within 24 hours AFTER receiving a confirmation email from Grants.gov, the Application Submitter will receive an email from JustGrants with instructions to complete the rest of the application in JustGrants. If the applicant is a new user in JustGrants, the email will include instructions on registering with JustGrants.
7. Upon receipt of this email, register with JustGrants (if necessary), invite additional users including Authorized Representatives, and begin to develop the application. Some of the application components will be entered directly into JustGrants, and others will require uploading attached documents. Therefore, applicants will need to allow ample time before the JustGrants deadline to prepare each component and to submit the complete application package at least 24-48 hours prior to the deadline. Applicants may save their progress in the system and revise the application as needed prior to hitting the Submit button at the end of the application in JustGrants.
8. Confirm application receipt: Applicants should closely monitor their email and JustGrants accounts for any notifications from Grants.gov or JustGrants about a possible failed submission. The user who is authorized to submit applications on behalf of the organization is the one who will receive these notifications. The COPS Office does not send out these notifications, nor does the COPS Office receive a copy of these notifications. It is the applicant's responsibility to notify the COPS Office of any problems with the application submission process. Submitting the application components at least 48 hours the deadline will enable the applicant to receive notice of a failed submission and provide an opportunity to correct the error before the applicable deadline.

Late Submissions: The COPS Office will review on a case-by-case basis requests for late submission due to unforeseen technical issues or extraordinary events such as extreme weather emergencies or mass casualty events. Requests for an extension of the Grants.gov deadline must be received prior to the close of the solicitation in Grants.gov. Requests for an extension of the JustGrants deadline must be made prior to the close of the solicitation in JustGrants. No late submission requests will be considered once the application closes.

Extension of deadlines is rare and not guaranteed. To be considered for an extension, applicants must contact the COPS Office Response Center at 800-421-6770 to create a record of the issue, or send an email to AskCopsRC@usdoj.gov. The subject line should read "FY22 CHP Extraordinary Circumstances: UEI number, Agency Name, Application ID"; with your UEI number and organization name included in the subject line. The message should include the nature of the disaster/issue and how it affected the applicant's ability to submit an application on time.

The COPS Office will respond to each applicant as soon as possible with either an approval and instructions for submission, or a rejection. If the technical issues you reported cannot be validated, the application will be rejected.

The following conditions are not valid reasons to request an extension: (1) failure to begin the registration process in sufficient time; failure to follow instructions on Grants.gov or JustGrants; (3) failure of the two assigned authorized representatives, with the proper authority, to activate accounts in JustGrants prior to application submission; (4) failure to follow all of the instructions in the CHP solicitation; (5) failure to register or update information on the SAM website; and/or (6) failure to register or complete SF-424 in grants.gov.

Application Review Information

The COPS Office is committed to ensuring a fair and open merit review process. Applications that meet eligibility and basic minimum requirements will be subject to a merit review and ranking process. The merit review will consist of both a programmatic and financial review and will be conducted by COPS Office staff or in collaboration with other subject matter experts. The review will also assess whether costs are reasonable, necessary, allowable, and allocable under applicable federal cost principles, agency regulations, and the program.

Additional consideration will be given to applicants who propose a community-based approach to the following four problem/focus areas. Applicants who choose one of the community policing problems or priority focus areas listed here must devote 100% of their funded positions to that focus area, and will not be allowed to change their choice once the award has been issued.

- Building Legitimacy and Trust
- Violent Crime/Gun Violence
- Combating Hate and Domestic Extremism
- Police-based Response to Persons in Crisis

Additional consideration will also be given to applicants that meet any of the following criteria:

- **Persistent Poverty** – Applicants in an area with persistent poverty
- **Preventing Radicalization of Personnel** – applicants seeking support for screening and counseling programs to identify and prevent the radicalization of applicants and personnel who endorse violent and hateful extremist movements
- **Community-based Hires** – Applicants that commit to recruiting officers from the community in which they will serve
- **Community-based Officer Relocation** – Applicants that commit to recruiting officers who are willing to relocate to areas characterized by fragmented relations between police and community residents, or areas of high crime

- **Diversity Training** – Agencies that require evidenced-based cultural sensitivity training for officers, including training on ethnic and racial bias, racial profiling, gender bias, sexual orientation and gender identity bias, cultural diversity, use of force, procedural justice, and law enforcement interaction with people with disabilities, the mentally ill, and English Language Learners
- **Safe Harbor** – Applicants in states with certain anti-human trafficking laws that treat minors engaged in commercial sex as victims (referred to as “safe harbor” laws) and permit individuals to vacate arrest or prosecution records for non-violent offenses as a result of being trafficked
- **Catastrophic Incident** – Applicants that experienced an unanticipated catastrophic event or Attorney General declared area in crime-related crisis
- **Hiring Veterans** - Applicants that commit to hiring at least one military veteran
- **Rural Designation** - Applicants from rural areas
- **Agency not funded in FY21** - Applicants that did not receive a CHP award in FY 2021

Prior to award, applications for potential awards will receive a financial integrity review to evaluate the fiscal integrity and financial capability of applicants and to examine proposed costs and the extent to which the budget detail worksheet supports and explains project costs. This review will also assess whether costs are reasonable, necessary, and allocable under applicable federal cost principles and agency regulations. This financial review will be conducted by the COPS Office staff.

In addition, prior to making an award greater than the simplified acquisition threshold (currently set at \$250,000), any information about applicants that is in the designated integrity and performance system accessible through SAM will be reviewed and considered.

Applicants may review and comment on any information about them in SAM that a Federal awarding agency previously entered in the designated integrity and performance system, and such applicant comments will also be reviewed and considered.

Past performance on previous awards may be in an indicator in this review process. Financial and programmatic performance factors may be included in the past performance review.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Director of the COPS Office, who may also give consideration to factors including, but not limited to, underserved populations, population served, geographic diversity, strategic priorities, past performance, risk, and available funding when making awards.

Review Process

In the merit review selection process for CHP awards, the COPS Office will make an initial determination, balancing the applicant’s need for federal assistance (as measured by economic and fiscal health questions) with crime rates, the applicant’s current commitment to community policing, and the strength of their proposed community policing strategy.

Applications will be scored according to the following weighting methodology:

- Fiscal need: 33.3 percent
- Crime: 33.3 percent
- Community policing: 33.3 percent

Agencies that do not meet a minimum community policing score, reflecting a basic commitment to community policing and a strategy to continue or enhance it, will not be considered for funding.

Federal Award Administration Information

Federal Award Notices

Award notification will be sent electronically from JustGrants. This award notification will include instruction on enrolling in Automated Standard Application for Payments (ASAP) and accepting the award. Recipients will be required to log into JustGrants to review, sign, and accept the award. The notice of award will contain details about the award including start and end dates, funding amounts, and the award conditions. The Authorized Representatives must acknowledge having read and understood all sections of the award instrument and submit the required declaration and certification to accept the award; these steps will be completed electronically in JustGrants before you will be able to draw down funds or begin implementing the program. By accepting the award and the COPS Office funding, your agency acknowledges that it will comply with these conditions and, if applicable, additional special conditions specific to your agency.

In limited circumstances, your award may be subject to special conditions that prevent your agency from drawing down or accessing award funds until the special conditions are satisfied as determined by the COPS Office. Any special conditions will be included with your award.

All applicants should anticipate notification of funding decisions by September 30, 2022.

Administrative and National Policy Requirements

If selected for funding, in addition to implementing the funded project consistent with the approved project proposal and budget, the recipient must comply with the award terms and conditions, and other legal requirements including, but not limited to, OMB, DOJ, or other federal regulations that will be included in the award or incorporated into the award by reference or are otherwise applicable to the award.

The COPS Office strongly encourages applicants to review applicable requirements and terms and conditions prior to submitting an application.

Terms and conditions for COPS Office awards are available on the COPS website in the Application Resource Guide. Terms and conditions are subject to change before the award is issued. The Application Resource Guide also contains additional requirements which apply to this application and award, including audit requirements.

Monitoring, Evaluation and Reporting Requirements

Law enforcement agencies receiving federal funding from the COPS Office will be monitored to ensure compliance with their award conditions and other applicable statutes and regulations, and track progress towards achieving the goal of advancement of community policing. Award monitoring activities conducted by the COPS Office include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report.

Evaluation: Though a formal assessment is not required, awarded agencies are strongly encouraged to conduct an independent assessment of their respective award-funded projects. Project evaluations have proven to be valuable tools in helping departments identify areas in need of improvement, providing data of successful processes and reducing vulnerabilities. Award funding cannot be used to for evaluations.

Reporting Requirements: If awarded, recipients will be required to submit quarterly financial and semi-annual performance reports.

- Financial reporting: Recipients will be required to electronically submit a quarterly Federal Financial Report (FFR) using the SF-425 form by the 30th day following the end of each calendar quarter, and a final report is due 120 days following the award end date. Recipients who do not submit SF-425 reports by the due date will be unable to draw down funds.
- Performance reporting: Recipients will be required to electronically submit semi-annual performance reports, and a final performance report will be due 120 days following the award end date.

Federal Awarding Agency Contact(s)

For technical assistance with Grants.gov, call the Grants.gov customer service hotline at 800-518-4726, send questions via email to support@Grants.gov, or consult the Grants.gov Organization Applicant User Guide at <https://www.grants.gov/help/html/help/index.htm>.

For technical support with JustGrants, contact JustGrants Support at JustGrants.Support@usdoj.gov or 833-872-5175.

For programmatic assistance with the requirements of this program please call the COPS Office Response Center at 800-421-6770 or send questions via email to AskCopsRC@usdoj.gov.

COPS Other Information

Public Reporting Burden- Paper Work Reduction Act Notice

The public reporting burden for this collection of information is estimated to be up to 11.3 hours per response, depending upon the COPS Office program being applied for, which includes time for reviewing instructions. Send comments regarding this burden estimate or any other aspects of the collection of this information, including suggestions for reducing this burden, to the Office of Community Oriented Policing Services, U.S. Department of Justice, 145 N Street NE, Washington, DC 20530; and to the Public Use Reports Project, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

You are not required to respond to this collection of information unless it displays a valid OMB control number. The OMB control number for this application is 1103-0098, and the expiration date is 4/30/2024.

Performance Measures

To assist in fulfilling the U.S. Department of Justice's (DOJ) responsibilities under the Government Performance and Results Modernization Act (GPRAMA) of 2010, P.L. 111-352, recipients who receive funding from the Federal Government must measure the results of work that funding supports. GPRAMA specifically requires the COPS Office and other federal agencies to

set program goals, measure performance against those goals, and publicly report progress in the form of funding spent, resources used, activities performed, services delivered, and results achieved.

Performance measures for CHP are as shown in table 1.

Table 1. Performance measures

Objective	Performance measures	Data Recipient Provides
Increase the capacity of law enforcement agencies to implement community policing strategies that strengthen partnerships for safer communities and enhance law enforcement's capacity to prevent, solve, and control crime through funding for personnel, technology, equipment, and training	Extent to which COPS Office knowledge resources (e.g., publications, podcasts, training, etc.) have increased your agency's community policing capacity? Extent to which COPS Office award funding (e.g., officers, equipment, training, technical assistance, etc.) has increased your agency's community policing capacity?	Recipients will rate the effectiveness of the COPS Office funding in increasing community policing capacity. Data will be collected on a periodic basis through recipient performance reports.

COPS Office awards target increasing recipient capacity to implement community policing strategies within the three primary elements of community policing: (1) problem solving; (2) partnerships; and (3) organizational transformation. The COPS Office requires all CHP applicants to describe how the personnel requested will assist the applicant in implementing community policing strategies. For more information on community policing, please go to the COPS Office website at <https://cops.usdoj.gov/resources#cptopics>.

As part of the programmatic performance report, CHP recipients will be required to report on their progress toward implementing their community policing strategies. Based on the data collected from recipients, the COPS Office may make improvements to CHP to better meet the program's objective and law enforcement agency needs.

Application Checklist

Please refer to the [JustGrants DOJ Application Submission Checklist](#).

Survey Questions

CHP Solicitation FY2021

CHP SOLICITATION FY2022

Please click on continue to proceed to the survey questions.

AGENCY ELIGIBILITY INFORMATION

1. Type of Agency (*select one*)
2. From the list below, please select the type of agency which best describes the applicant.
(Please specify)
3. Please indicate if your jurisdiction is primarily considered rural, urban or suburban.

Instructions:

We will ask you several questions about your law enforcement agency operations and authority to determine your eligibility to apply for a COPS Hiring Program (CHP) award. Please note that CHP applicants must have a law enforcement agency that is operational by the close of this solicitation, or receive services through an existing contract for law enforcement services or a new contract for law enforcement services that is in place by the close of this solicitation. Applicants must also maintain primary law enforcement authority for the population to be served.

In addition, if funds under this program are to be used as part of a written contracting arrangement for law enforcement services (e.g., a town which contracts with a neighboring sheriff's office to receive services), the government agency wishing to receive law enforcement services must be the legal applicant in this application.

A law enforcement agency is established and operational if the jurisdiction has passed authorizing legislation and it has a current operating budget.

4. Is your agency established and currently operational?
 - 4a. Which of the following best describes your law enforcement agency (check one)?
 - 4b. Will your law enforcement agency be operational as of the closing date of this solicitation?

- 4c. Has your jurisdiction passed legislation which authorizes the creation of a new law enforcement agency?
5. If awarded, does your agency plan to use funds awarded under this award to establish or supplement a written contract for law enforcement services (e.g., a town contracting for services with a nearby sheriff's department)?

Instructions:

A jurisdiction may apply for funds under this program to be used as part of a written contracting arrangement for law enforcement services (e.g., a town which contracts with a neighboring sheriff's office to receive services).

However, the jurisdiction wishing to receive law enforcement services must be the legal applicant in this application.

Important Note: Two entities involved in a contracting relationship may not separately apply for funding to support the same officer position(s).

- 5a. Is the legal applicant listed in this COPS Hiring Program (CHP) application and on the SF-424 the entity that will be receiving law enforcement services?
- 5b. What is the legal name of the law enforcement agency that will be providing law enforcement services to your jurisdiction?

Instructions:

An agency with primary law enforcement authority is defined as the first responder to calls for service for all types of criminal incidents within its jurisdiction. Agencies are not considered to have primary law enforcement authority if they only: respond to or investigate specific type(s) of crime(s), respond to or investigate crimes within a correctional institution, serve warrants, provide courthouse security, transport prisoners, have cases referred to them for investigation or investigational support or only some combination of these.

6. Based on the definition above, does your agency have primary law enforcement authority? [Or, if contracting to receive services, does the agency that will be providing law enforcement services have primary law enforcement authority for the population to be served?]

GENERAL AGENCY INFORMATION

7. Please select your U.S. Attorney's District Office from the below drop-down options.

Instructions:

Enter the Fiscal Year Budgeted Sworn Force Strength for the current fiscal year below. The budgeted number of sworn officer positions is the number of sworn positions funded in your agency's budget, including funded but frozen positions, as well as state, Bureau of Indian Affairs, or locally funded vacancies. Do not include *unfunded* vacancies or unpaid/reserve officers. For agencies with previous COPS-funded active awards, do not include in your budgeted force strength any COPS-funded officers whose salaries are currently being covered by the 36- months of COPS funding.

Number of officers funded in agency's current fiscal year budget:

8a. Full-Time

8b. Part-Time

Enter the number of civilian positions funded in agency's current fiscal year budget.

Number of civilian positions funded in agency's current fiscal year budget:

9a. Full-Time

9b. Part-Time

EXECUTIVE/CONTACT INFORMATION

Instructions for Law Enforcement Agencies:

The Law Enforcement Executive is the highest ranking official in the jurisdiction (Chief of Police, Sheriff, or equivalent) and must be assigned the role: "Authorized Representative 1" in JustGrants.

10a. Title:

10b. First Name:

10c. Last Name:

10d. Phone:

10e. Email Address:

Instructions for Government Agencies:

This is the highest ranking government official within your jurisdiction (e.g., Superintendent, Mayor, City Administrator, or equivalent) and must be assigned the role: "Authorized Representative 2" in JustGrants.

11a. Title:

11b. First Name:

11c. Last Name:

11d. Phone:

11e. Email Address:

Instructions for Application Contact:

Enter the application contact's name and contact information.

12a. Title:

12b. First Name:

12c. Last Name:

12d. Phone:

12e. Email Address:

COPS HIRING PROGRAM OFFICER REQUEST**Instructions:**

Please enter the number of actual sworn officers employed by your agency as of the date of this application. Do not include funded but currently vacant positions or unpaid positions.

13a. Full-Time:

13b. Part-Time:

Instructions:

Number of budgeted sworn officers employed by your agency as of the date of this application.

14a. Full-Time:

14b. Part-Time:

Instructions:

Number of contract sworn officers employed by your agency as of the date of this application.

15a. Full-Time:

15b. Part-Time:

Instructions:

Number of budgeted civilian positions employed by your agency as of the date of this application.

16a. Full-Time:

16b. Part-Time:

The crime data you will enter below will be based on crimes occurring among this population served. Population served counts must not be adjusted upward to account for daytime business/shopping visitors, highway traffic passing through a jurisdiction, nor should it include annual visitor totals. Parks and transit agencies should report average daily visitors/riders rather than annual totals.

This may or may not be the same as your census population. For example, a service population may be the census population minus incorporated towns and cities that have their own law enforcement agency within your geographic boundaries. An agency with primary law enforcement authority is defined as having first responder responsibility to calls for service for all types of criminal incidents within its jurisdiction.

17. What is the actual population your department serves as the primary law enforcement entity?

18. Enter the total population of the government entity applying for this award using the latest census estimate available in the American Fact Finder at <http://FactFinder2.census.gov>.
- 18a. Check here if the population of the entity applying for this award is not represented by U.S. Census figures (e.g., colleges, special agencies, school police departments, etc.).
- 18b. If the population of the entity applying for this award is not represented by U.S. Census figures, please indicate the size of the population as of the latest available estimate.
- 18c. Please indicate the source of this population estimate (e.g., website address).
- 18d. If applicable, please explain why the service population differs from the census population.

Instructions:

Agencies should apply for the number of officer positions necessary to support their proposed community policing strategy. FY 2022 CHP awards cover up to 75 percent of the entry-level salary and fringe benefits for each approved position for a three-year funding period, based on the applicant's current entry level salary levels for full-time officers. There is a minimum 25 percent local cash match (cost share) requirement unless a waiver is approved. The maximum federal share per officer position is \$125,000 over the three-year period, (not \$125,00 per year) unless a local match waiver is approved. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the recipient agency. Please keep in mind that there is a 12-month retention requirement for each officer position funded.

The number of officers you request cannot exceed 20% of your agency's current actual sworn force, with a maximum of 50 officers for any agency. Agencies with fewer than 5 officers may request one officer. The COPS Office will fund as many positions as possible for successful applicants; however, the number of officer positions requested by an agency may be reduced based on the availability of funding and other programmatic considerations.

19. How many entry-level, full-time officer positions is your agency requesting in this application?

Instructions:

IMPORTANT: Next, your agency must allocate the number of positions requested under each of the three hiring categories described below based on your agency's current needs at the time of this application. Be mindful of your agency's ability to fill and retain the officer positions awarded, while following your agency's established hiring policies and procedures. CHP awards will be made for officer positions requested in each of the three hiring categories, and recipients are required to use awarded funds for the specific categories awarded.

It is imperative that your agency understand that the COPS Office statutory nonsupplanting requirement mandates that award funds may only be used to supplement (increase) a recipient's law enforcement budget for sworn officer positions and may not supplant (replace) state, local, or tribal funds that a recipient otherwise would have spent on officer positions if it had not received an award. This means that if your agency plans to:

- Hire new officer positions (including filling existing vacancies that are no longer funded in your agency's budget): Your agency must hire these new additional positions on or after the official award start date, above its current budgeted (funded) level of sworn officer positions, and otherwise comply with the nonsupplanting requirement as described in detail in the award owner's manual.
- Rehire officers who have been laid off by any jurisdiction as a result of state, local, or tribal budget reductions: Your agency must rehire the officers on or after the official award start date, maintain documentation showing the date(s) that the positions were laid off and rehired, and otherwise comply with the nonsupplanting requirement as described in detail in the award owner's manual.
- Rehire officers who are (at the time of application) currently scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or tribal budget reductions: Your agency must continue to fund the officers with its own funds from the award start date until the date of the scheduled lay-off (for example, if the CHP award start date is September 1 and the lay-offs are scheduled for November 1, then the CHP funds may not be used to fund the officers until November 1, the date of the scheduled lay-off); identify the number and date(s) of the scheduled lay-off(s) in this application (see below); maintain documentation showing the date (s) and reason(s) for the lay-off; and otherwise comply with the nonsupplanting requirement as described in detail in the award owner's manual. [Please note that as long as your agency can document the date that the lay-off(s) would occur if CHP funds were not available, it may transfer the officers to the CHP funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual officer.]

Documentation that may be used to prove that the scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of CHP award funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual officer(s) regarding the date(s) of the lay-offs; or budget documents ordering departmental or jurisdiction-wide budget reductions. These records must be maintained with your agency's CHP award records during the award period and for a minimum of three years following the date of the submission of the final expenditure report in the event of an audit, monitoring, or other evaluation of your award compliance.

If your agency's request is funded, your agency will have the opportunity after the award announcement to request an award modification to move awarded funding into the category or categories that meet your agency's law enforcement needs at that time (including updating the dates of future scheduled lay-offs).

Category A: New, additional officer positions (including filling existing vacancies no longer funded in your agency's budget).

20a. Category A Request:

Category B: Rehire officers laid off (from any jurisdiction) as a result of state or local budget reductions.

20b. Category B Request:

Category C: Rehire officers scheduled to be laid off (at the time of the application) on a specific future date as a result of state or local budget reductions.

20c. Category C Request:

Instructions:

We also need some information about when the layoff of officers in this category is scheduled to occur. In the space below, please indicate when the officer(s) specified in this category are scheduled to be laid off.

21a. Number of Officers:

21b. Date these officers are scheduled to be laid off:

21c. Number of Officers:

21d. Date these officers are scheduled to be laid off:

21e. Number of Officers:

21f. Date these officers are scheduled to be laid off:

21g. Number of Officers:

21h. Date these officers are scheduled to be laid off:

Since your agency plans to use CHP funds to rehire officers who are currently scheduled to be laid off on a future date (under Category C above), please certify (by checking the appropriate boxes) to the following Certification:

Instructions:

Although hiring military veterans as new hires is not an award requirement, applicants who commit to hiring or rehiring at least one military veteran will receive additional consideration for CHP funding.

If your agency checks "yes" to the question below, your agency will be required to maintain documentation that it made every effort possible (consistent with your internal procedures and policies) to hire at least one military veteran. Under this solicitation, a military veteran is defined as a person who served in the active military, naval, or air service, and who was discharged or released there from under conditions other than dishonorable.

23. Does your agency commit to hire and/or rehire at least one military veteran as defined above for the officer position(s) you have requested?

23a. If Yes, how many position(s)?

24. Is your agency requesting that all or some of the officer positions requested be deployed as school resource officers (SROs)?

SRO Instructions:

If your agency requests officers to be deployed as school resource officers (SRO), please do not request more officer positions than your agency can expect to deploy in this capacity. A "school resource officer" is a career law enforcement officer, with sworn authority, who is engaged in community policing activities and is assigned by the employing agency to work in collaboration with schools.

There must be an increase in the level of community policing activities performed in and around primary or secondary schools in the agency's jurisdiction as a result of the award. The time commitment of the funded officers must be above and beyond the amount of time that the agency devoted to the schools before receiving the award. Recipients using CHP funding to hire or deploy SROs into schools must submit to the COPS Office a signed memorandum of understanding (MOU) between the law enforcement agency and the school partner(s) before obligating or drawing down funds under this award. An MOU is not required at the time of application; however, if the law enforcement agency already has an MOU in place that is applicable to the partnership, the MOU can be uploaded as an attachment in the section of the application titled "MOUs and other Supporting Documents".

The MOU must contain the following: the purpose of the MOU; clearly defined roles and responsibilities of the school district and the law enforcement agency focusing officers' roles on safety, information sharing, supervision responsibility; chain of command for the SRO; and signatures. If awarded, a recipient must submit an MOU to the COPS Office within 90 days from the date shown on the award congratulatory letter.

Implementation of the CHP award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.

24a. If Yes, how many of your requested positions in this application will be deployed as school resource officers (SROs)?

24b. If Yes, has your agency reviewed principles presented in the SRO Guiding Principles document?

Instructions:

The following questions will help Congress and the U.S. Department of Justice identify potential gaps in training.

On average how many hours of IN-SERVICE (non-recruit) training (e.g. FTO, continuing professional education, roll call, standard) are required annually for each of your agency's officers/deputies in the following categories (if none, please indicate 0 hours)?

25. Use of force (hours):

26. De-escalation of conflict (hours):

27. Evidence-based cultural sensitivity training (hours):

28. Racial and ethnic bias that includes elements of implicit/unconscious bias (hours):

29. Gender bias in response to domestic violence and sexual assault (hours):

30. Bias towards lesbian, gay, bisexual, and transgender (LGBT) individuals (hours):

31. Community engagement (e.g., community policing and problem solving) (hours):

32. Does your agency administer a police training academy?

Instructions:

How many total hours of basic/recruit ACADEMY training are required for each of your agency's officer/deputy recruits in the following categories (if none, please indicate 0 hours)?

33. Use of force (hours):

34. De-escalation of conflict (hours):

35. Evidence-based cultural sensitivity training (hours):

36. Racial and ethnic bias that includes elements of implicit/unconscious bias (hours):

37. Gender bias in response to domestic violence and sexual assault (hours):

38. Bias towards lesbian, gay, bisexual, and transgender (LGBT) individuals (hours):

39. Community engagement (e.g., community policing and problem solving) (hours):

ADDITIONAL BUDGET INFORMATION

40. Referencing the web-based budget in this solicitation, please indicate if there was an increase in sworn officer base salary in years 2 and 3. If so, indicate why (check all that apply).

LAW ENFORCEMENT & COMMUNITY POLICING STRATEGY

Instructions for Community Policing Strategy:

COPS Office funding must be used to reorient the mission and activities of law enforcement agencies through initiating community policing or enhancing their involvement in community policing with the officers hired under this award program or an equal number of experienced officers who have been redeployed to implement this plan after hiring the entry-level COPS Office-funded officers. If awarded funds, your narrative responses in the text boxes below will constitute your agency's community policing strategy under this award. Your organization may be audited or monitored to ensure that it is initiating or enhancing community policing in accordance with this strategy. The COPS Office may also use this information to understand the needs of the field, and potentially provide for training, technical assistance, problem solving, and community policing implementation tools. Please note that the COPS Office recognizes that your COPS Office-funded officer(s) (or an equal number of veteran officers who are redeployed after hiring the entry-level COPS Office funded officers) will engage in a variety of community policing

activities and strategies, including participating in some or all aspects of your identified community policing strategy. Your community-policing strategy may be influenced and impacted by others within and outside of your organization, as this is considered beneficial to your community policing efforts.

At any time during your award period, you should be prepared to demonstrate (1) the community policing activities engaged in prior to the award that are detailed in this application and (2) how the award funds and award-funded officers (or an equal number of redeployed veteran officers) were specifically used to enhance (increase) or initiate community policing activities according to your community policing strategy contained in this application.

Community policing needs may change during the life of your award. Minor changes to this strategy may be made without prior approval of the COPS Office; however, the recipient will be required to report on progress or changes to the community policing strategy (if any) through the required performance reports. If your agency's community policing strategy changes significantly, you must submit those changes to the COPS Office for approval. Changes are significant if they deviate from the specific crime problems originally identified and approved in the community policing strategy submitted with the application. In some cases, in reviewing performance reports, the COPS Office may identify significant changes in community policing strategies that require explanation and request for approval.

Applicants that choose problem areas that receive additional priority consideration will not be able to change from these problem/focus areas if awarded CHP funding.

The following is the COPS Office definition of community policing that emphasizes the primary components of community partnerships, organizational transformation, and problem solving. Please refer to the COPS Office web site (<https://cops.usdoj.gov>) for further information regarding this definition.

Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem solving techniques to proactively address the immediate conditions that give rise to public safety issues, such as violent crime, non-violent crime, and fear of crime.

The COPS Office has developed the following list of primary sub-elements of community policing. Please refer to the COPS Office **Community Policing Defined** publication for further information regarding these sub- elements.

Community Partnerships:

Collaborative partnerships between the law enforcement agency and the individuals and organizations they serve to both develop solutions to problems and increase trust in police.

Other Government Agencies
 Community Members/Groups
 Non-Profits/Service Providers
 Private Businesses
 Media

Organizational Transformation:

The alignment of organizational management, structure, personnel, and information systems to support community partnerships and proactive problem-solving efforts.

Agency Management

Climate and culture
 Leadership
 Labor relations
 Decision-making
 Strategic planning
 Policies
 Organizational evaluations
 Transparency

Organizational Structure

Geographic assignment of officers

Despecialization

Resources and finances

Personnel

Recruitment, hiring and selection

Personnel supervision/evaluations

Training

Information Systems (Technology)

Communication/access to data

Quality and accuracy of data

Problem Solving:

The process of engaging in the proactive and systematic examination of identified problems to develop effective responses that are rigorously evaluated.

Scanning: Identifying and prioritizing problems

Analysis: Analyzing problems

Response: Responding to problems

Assessment: Assessing problem-solving initiatives

Using the Crime Triangle to focus on immediate conditions (Victim/Offender/Location)

Instructions for Current Organizational Commitment to Community Policing:

For each of the following statements, please answer in terms of existing agency policies and practices as they relate to collaborative partnerships and problem-solving activities. *(Check all that apply.)*

41. The agency mission statement, vision, or goals includes references to:
42. The agency strategic plan includes specific goals or objectives relating to:
43. The agency recruitment, selection and hiring processes include elements relating to:
44. Performance evaluations of line officers assess performance in:
45. Line officers receive regular (at least once every two years) training in:
46. Which of the following internal management practices does your agency currently employ? (check all that apply)
47. Which of the following do you count/measure to annually assess your agency's overall performance? (check all that apply)
48. Through which of the following does your agency routinely share information with community members? (check all that apply)
49. Through which of the following ways does your agency formally involve community members in influencing agency practices and operations? (check all that apply)

Instructions for Proposed Community Policing Strategy: Problem Solving and Partnerships

COPS Office awards must be used to initiate or enhance community policing activities with either the newly hired officers funded by this award program or an equivalent number of veteran officers who are redeployed to implement this community policing strategy after hiring the additional entry-level officers with COPS Office award funds. In this section, you will be asked to identify the crime and disorder **problem or a focus area** and the **partners** to be engaged through your requested COPS Office funding. Identifying the specific problem/focus area and partnerships that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS Office funding under this program and to ensure that ultimately the additional award-funded officers (or equivalent number of redeployed veteran officers) will initiate or enhance your agency's capacity to implement community policing strategies and approaches.

Using the following list, select a problem/focus area that will be addressed by the officer(s) requested in this application. Please choose the option that best fits your problem area. **You may only select one problem/focus area** to address through this award funding.

When identifying a problem, it is important to think about the nature of similar incidents that taken together comprise the problem and accordingly **describe it in precise, specific terms** (e.g. “robbery of retail establishments”, rather than just “robbery”). In doing this, it can be helpful to consider all aspects of the problem, including the likely offenders, the suitable targets/victims, and how these come together in time and space.

Additional consideration will be given to applicants who propose a community-based approach to one of the four following problem/ focus areas. Applicants who choose one of the community policing problems or priority focus areas listed here must devote 100% of their funded positions to that focus area and will not be allowed to change their choice once the award has been issued.

- Building Legitimacy and Trust – Applicant will deploy officers to partner and engage community stakeholders including residents, businesses, and faith-based organizations to prioritize and collectively strengthen a community’s response to crime and criminal activity, and focus on enhancing and maintaining community trust and legitimacy between law enforcement and the communities they serve – to include building trust in immigrant communities. Efforts could include deploying or redeploying officers to support officer recruitment and retention efforts, with an emphasis on promoting diversity.
- Violent Crime/Gun Violence – Applicant will employ community policing strategies to address a range of violent crime problems. Community-based approaches to combatting gun violence that build trust in underserved communities suffering from high incidents of gun crime will receive additional consideration. Applicants requesting additional consideration for gun violence issues will be asked to describe their holistic, community-based approach. Applicants may wish to review the COPS Office web page on [Community Violence Interventions](#) for ideas on strategies.
- Combating Hate and Domestic Extremism – Applicant will focus on community-based strategies that combat bias-motivated acts of violence that divide our communities, intimidate our most vulnerable citizens, and erode trust in the rule of law.
- Police-based Response to Persons in Crisis – Applicant will focus on deploying officers in crisis intervention teams, participating in crisis intervention teams, improving response and interaction with persons in crisis – to include efforts focused on the education, prevention, addiction and interventions related to the abuse of opioids and other substances in communities.

50. Problem/Focus Area

50a. Describe the problem/focus area you have selected in question 50 (i.e. location, severity, type of crime [if applicable], impact of issue on community). [Please limit your response to a maximum of 125 words.]

50b. Please include the number of aggravated assaults with a firearm that occurred in your jurisdiction during the last calendar year (2021).

Please include the number of reported shootings that occurred in your jurisdiction during the last two years (2020 and 2021).

50c. Number of Reported Shootings (2020):

50d. Number of Reported Shootings (2021):

50e. Please also describe how you will address this issue using a holistic, community-based approach that builds trust in underserved communities suffering from high incidents of gun crime. Applicants may review the COPS Office web page on [Community Violence Interventions](#) for ideas on strategies. [Please limit your response to a maximum of 250 words.]

COMMUNITY POLICING - PROBLEM AREA NARRATIVE

51. Describe how your agency will use award funds to address the problem/focus area selected in question 50. Describe your approach, including a long-term strategy and detailed implementation plan that reflects consultation with community groups and appropriate private and public agencies. Explain how the grant will be utilized to reorient your law enforcement agency’s mission toward community-oriented policing or enhance its involvement in or commitment to community-oriented policing. [Please limit your response to a maximum of 500 words.]

PERSISTENT POVERTY

Please refer to the U.S. Census Bureau’s, [Historical County Level Poverty Estimates Tool](#). This Excel-based tool accesses county-level poverty rates from the 1960-2000 Decennial Census as well as estimates from 2010 based on 5-year data from the ACS. Please enter your county’s poverty rate for 1990, 2000, and 2010. If your agency does not service counties, please enter the state average. All figures must be rounded to the nearest whole percent.

52. Does your law enforcement agency service a county that has had 20 percent or more of its population living in poverty over the past 30 years?

Please enter your county's poverty rate for 1990, 2000, and 2010. If your agency does not service counties, please enter the state average. All figures must be rounded to the nearest whole percent.

52a. Poverty Rate (1990):

52b. Poverty Rate (2000):

52c. Poverty Rate (2010):

POLICE AND YOUTH SUICIDE DATA

53. Does your agency collect data on the number of officer suicides in your agency?

53a. In the past 12 months, how many officer suicides have you recorded in your agency?

54. Does your agency have a suicide prevention training program?

55. Does your agency track officers that have been exposed to 'critical incidents' such as murder, suicide, and domestic violence?

56. Does your community experience high rates of youth suicide (For the purposes of this question, high is defined as 10 suicides per 100,000 residents aged 10-19)?

COMMUNITY-BASED OFFICER HIRE AND RELOCATION

57. Does your law enforcement agency have a written policy that requires new officers/deputies to reside within the jurisdiction they serve?

58. Does your law enforcement agency have a written policy that encourages new or existing officers to relocate to areas characterized by fragmented relationships between police and residents of the community, or where there are high incidents of crime?

58a. Check all that apply:

Other

59. Which of the following information sources did you use to prioritize this problem/focus area as a problem/focus area to address through this award program (check all that apply):

60. If awarded funds, my agency will improve our understanding of this problem/focus area by examining (check all that apply):

61. If awarded funds, my agency will use the following information sources to assess our response to this problem/focus area to determine whether the response was implemented and achieved the desired outcomes (check all that apply):

62. To the best of your ability at this time, please select from the below list what your primary goals are in responding to your selected problem/focus area (select up to 3):

63. An important part of a comprehensive community policing strategy is the formation of partnerships, such as working with other public agencies, private organizations, or participation in regional law enforcement partnerships. If awarded funds, will your agency and the award funded officers (or an equivalent number of redeployed veteran officers) initiate or enhance a partnership with an external group/organization to develop responses to this problem/focus area?

63a. If yes, how many external groups/organizations will your agency initiate or enhance a partnership with to develop responses to this problem/focus area?

Name the most important external groups/organizations that your agency will initiate or enhance a partnership with to develop responses to this problem/focus area (maximum of three partners). Note: you may attach optional letters of this support from any or all of these prospective partners in the section titled Memoranda of Understanding (MOU) and Other Supportive Documents. You will be limited to listing no more than three partners per public safety problem/focus area.

64. Partner Name1:

64a. For this partner, please indicate the statement that best characterizes this partner:

65. Partner Name2:

65a. For this partner, please indicate the statement that best characterizes this partner:

66. Partner Name3:

66a. For this partner, please indicate the statement that best characterizes this partner:

Instructions for Proposed Community Policing Strategy: Organizational Transformation

COPS Office awards must be used to initiate or enhance community policing activities. In this section, you will be asked to identify the organizational change(s) that your agency plans to focus on through your requested COPS Office funding. Identifying the specific organizational change(s) that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS Office funding under this program, and to ensure that ultimately the use of these funds will initiate or enhance your agency's capacity to implement community policing approaches.

If awarded funds, will your agency initiate or enhance any of the following internal changes to personnel management? (Select no more than 2 internal changes to personnel management that will be addressed with these award funds.)

67. Flexibility in officer shift assignments to facilitate addressing specific problems.

67a. Please explain.

68. Assignment of officers to specific neighborhoods or areas for longer periods of time to enhance customer service and facilitate more contact between police and citizens.

68a. Please explain.

69. Recruitment and hiring practices that reflect an orientation towards problem solving and community engagement.

69a. Please explain.

70. In-service training for officers on basic and advanced community policing principles.

70a. Please explain.

71. Field training officer (FTO) programs that teach and test problem solving, community engagement, and critical thinking skills.

71a. Please explain.

72. Measure and include non-enforcement proactive community engagement efforts as part of officer performance evaluations.

72a. Please explain.

73. Provide de-escalation training to sworn personnel and promote de-escalation as an important strategy to diffuse potentially volatile situations.

73a. Please explain.

74. Early intervention systems that help identify officers who may be showing early signs of stress, personal problems, and questionable work conduct.

74a. Please explain.

75. Career development and/or promotional processes (i.e. sergeant exams) that reinforce problem solving and community engagement.

75a. Please explain.

76. Implement specific programs to improve the safety and wellness of personnel throughout your organization. 76a. Please explain.

77. None of the above.

If awarded funds, will your agency initiate or enhance any of the following internal changes to agency management? (Select up to 2 internal changes to agency management that will be addressed with these award funds.)

78. Agency strategic plan that outlines the goals and objectives around community policing and other departmental priorities.

78a. Please explain.

78b. If awarded funds, in addition to the internal changes proposed above, will your agency initiate or enhance screening and counseling programs to identify and prevent the radicalization of applicants and personnel who endorse violent and hateful extremist movements?

78c. If Yes, please explain.

79. Organizational performance measurement systems that include community policing metrics, and conduct annual assessments of agency performance.

79a. Please explain.

80. Technology systems that provide officers, analysts, and the community better and more timely access to data and information.
- 80a. Please explain.
81. Mediation strategies to resolve citizen complaints.
- 81a. Please explain.
82. Collection, analysis, and use of crime data and information in support of problem-solving goals.
- 82a. Please explain.
83. Formal accreditation process.
- 83a. Please explain.
84. System to capture and track problem solving and partnership efforts and activities.
- 84a. Please explain.
85. An organizational assessment of community policing.
- 85a. Please explain.
86. None of the above.
87. Did your agency consult with any of the following groups/organizations on the development of this community policing strategy? (check all that apply)
88. To what extent are there related governmental and/or community initiatives that complement your agency's proposed community policing strategy?
89. To what extent is there community support in your jurisdiction for implementing the proposed community policing strategy?
90. If awarded funds, to what extent will the community policing strategy impact the other components of the criminal justice system in your jurisdiction?

NEED FOR FEDERAL ASSISTANCE

91. All applicants are required to explain their inability to address the need for this award without federal assistance. Please do so in the space below. [Please limit your response to a maximum of 500 words.]

DUPLICATION OF FUNDING

Instructions:

Applicants are required to disclose whether they have pending applications for federally funded assistance or active federal awards that support the same or similar activities or services for which funding is being requested under this application.

Be advised that as a general rule, COPS Office funding may not be used for the same item or service funded through another funding source. However, leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate. To aid the COPS Office in the prevention of awarding potentially duplicative funding, please indicate whether your agency has a pending application or an active award with any other federal funding source (e.g., direct federal funding or indirect federal funding through state sub-awarded federal funds) which supports the same or similar activities or services as being proposed in this COPS Office application.

92. Do you have any current, active non-COPS Office award with any other federal funding source (e.g., direct federal funding or indirect federal funding through state subawarded federal funds) that supports the same or similar activities or services as being proposed in this COPS Office application?
- 92a. If Yes, for each potentially duplicative non-COPS Office award, provide the following detailed information: name of federal awarding agency, or state agency for subawarded federal funding; award number; program name; award start and end dates; award amount; and description of how this project differs from the application for COPS office funding.
- 92b. Do you have any pending non-COPS Office grant applications with any other federal funding source (e.g., direct federal funding or indirect federal funding through state subawarded federal funds) that support the same or similar activities or services as being proposed in this COPS Office application?
- 92c. If Yes, for each potentially duplicative non-COPS Office grant application, provide the following detailed information: application number (if known); program name; project length; total requested amount; items requested; and describe how this project differs from the application for COPS Office funding.

FISCAL HEALTH AND UCR DATA

Instructions:

Enter your law enforcement agency's total operating budget for the current AND the previous fiscal year. The operating budget generally includes salaries as well as operations. *Please note: All figures must be rounded to the nearest whole dollar.*

93a. CURRENT FISCAL YEAR (2021):

93b. PREVIOUS FISCAL YEAR (2020):

Instructions:

The U.S. Census Bureau American Community Survey (ACS) provides multi-year poverty rate estimates for communities. Please go to the U.S. Census Bureau (<https://data.census.gov/cedsci/>) to determine the percentage of individuals in poverty in your jurisdiction. For jurisdictions not included in the census (e.g., schools, universities, transit, parks), please check the box for "Not Applicable." *Please note: All figures must be rounded to the nearest whole percent.*

93. Percentage of Individuals in Poverty 94a. Not Applicable

Instructions:

The Bureau of Labor Statistics' Local Area Unemployment Statistics (LAUS) program provides monthly estimates of unemployment for communities. Please go to the Bureau of Labor Statistics' LAUS website (<http://www.bls.gov/lau/data.htm>) to find detailed instructions for looking up your local area's unemployment rate. It may be necessary to select the nearest best match to your jurisdiction (for example, a city of fewer than 25,000 people may report their county level rate). For jurisdictions not included in the census (e.g., schools, universities, transit, parks), please check the box for "Not Applicable". *Please note: All figures must be rounded to the nearest whole percent.*

94. Percentage (%) unemployed for for October 2021:

95a. Not Applicable.

95. Since January 1, 2022, has your agency taken on additional law enforcement duties and responsibilities resulting from an agency merger or the disbanding of a neighboring law enforcement agency (which did not result in a new or supplemented funded contract to provide these law enforcement services)?

Instructions:

In addition to the data collected elsewhere in this application, the COPS Office would like to capture information from jurisdictions that may have faced an unanticipated catastrophic event that had a significant impact on the delivery of law enforcement services or have experienced an unusually large increase in the number of homicides in the past year. Examples of unanticipated catastrophic events includes mass shootings, terrorist attacks, natural disasters, or other events leading to mass casualties that would not necessarily be reflected in the UCR crime statistics previously reported.

Please note that if your jurisdiction is faced with an unanticipated catastrophic event (e.g., mass shooting, terrorist attack, other mass casualty event) after submission of this application, but before the application closing date, you should contact the COPS Office immediately at 800-421-6770 to update your application to include this information.

96. If your agency experienced a major disaster or catastrophic event in the time period from January 1, 2021 to present, check this box.

- Description of event (including number of casualties)
- Type of event (major disaster, mass shooting, bombing, etc.)
- Impact of the event on delivery of law enforcement services
- Duration of the event (how long will law enforcement services be impacted by the event until recovery)
- Law enforcement response and recovery efforts

97a. Please specify: (Please limit your response to a maximum of 125 words)

Instructions:

Using UCR crime definitions, enter the actual number of incidents reported to your agency in the previous two calendar years (2021 and 2020) for the following crime types. Note that only those incidents for which your agency had primary response authority should be provided. Please enter 0 (zero) to indicate no incidents in a particular year/type. Do not enter N/A if no incidents were reported -- enter 0 (zero). Do not enter N/A if data is not available -- enter an estimate based on historical data.

98. Criminal Homicide (2021):

99. Criminal Homicide (2020):

100. Forcible Rape (2021):

- 101. Forcible Rape (2020):
- 102. Robbery (2021):
- 103. Robbery (2020):
- 104. Burglary (2021):
- 105. Burglary (2020):
- 106. Aggravated Assault (2021):
- 107. Aggravated Assault (2020):
- 108. Motor Vehicle Theft (2021):
- 109. Motor Vehicle Theft (2020):
- 110. Larceny (except motor vehicle theft) (2021):
- 111. Larceny (except motor vehicle theft) (2020):
- 112. If awarded funds, will your agency commit to regularly collecting, analyzing, and reporting incidents of hate crimes to the FBI as part of their annual Uniform Crime Reporting?

Instructions:

Agency Profile Questions (these questions are for informational purposes only and will not be scored).

- 113. Does your agency have a wellness policy or program for officers?
- 113a. If yes, which groups does it cover: (check all that apply)
- 114. Does your agency report crime data to the National Incident-Based Reporting System (NIBRS)?
- 115. Does your agency utilize the National Integrated Ballistic Information Network (NIBIN)?
- 116. Does your agency have a dedicated or specific investigator to investigate reported hate crimes, or a unit dedicated to investigating bias-motivated incidents/hate crimes?

CONTINUATION OF PROJECT AFTER FEDERAL FUNDING ENDS

Instructions for the Continuation of Project after Federal Funding Ends:

Applicants must plan to retain all sworn officer positions awarded under your COPS Office hiring award for a minimum of 12 months at the conclusion of 36 months of federal funding for each position. The retained COPS Office-funded positions should be added to your agency's law enforcement budget with state and/or local funds at the end of award funding, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. These additional position(s) must be retained using state, local, or other nonfederal funding only. The retention period may begin during the five-year period of performance of the award and may extend beyond the end date of the award. You may not use funds awarded by other federal awards to cover the costs of retention. At the time of award application, applicants must affirm that they plan to retain the positions and identify the planned source(s) of retention funding. We understand that your agency's source(s) of retention funding may change during the life of the award. Your agency should maintain proper documentation of any changes in the event of an audit, monitoring or other evaluation of your award compliance. Please refer to the frequently asked questions on retention which can be found here <https://cops.usdoj.gov/chp>.

Note: Agencies that do not plan to retain all the positions awarded under this award are ineligible to receive CHP funding.

- 117. Will your agency plan to retain any additional positions awarded under this award for a minimum of 12 months at the conclusion of federal funding for each position?
- 117a. Please identify the source(s) of funding that your agency plans to utilize to cover the costs of retention: (check all that apply)
- 117b. If other, please provide a brief description of the source(s) of funding. (Please limit your response to a maximum of 125 words)
- 118. If your agency received CHP funding prior to October 1, 2018, please certify that your agency has or is retaining any CHP-funded officers for the required 12 month retention period.

OFFICIAL PARTNER(S) CONTACT INFORMATION

Instructions:

An official “partner” under the award may be a governmental, private, school district, or other applicable entity that has established a legal, contractual, or other agreement with the applicant for the purpose of supporting and working together for mutual benefits of the award.

Partner 1

- 119a. Title:
- 119b. First Name:
- 119c. Last Name:
- 119d. Name of Partner Agency (e.g., Smithville Community Center):
- 119e. Type of Partner Agency (e.g., School District):
- 119f. Street1:
- 119g. Street2:
- 119h. City:
- 119i. State:
- 119j. Zip/Postal Code:
- 119k. Phone:
- 119l. Email Address:

Partner 2

- 120a. Title:
- 120b. First Name:
- 120c. Last Name:
- 120d. Name of Partner Agency (e.g., Smithville Community Center):
- 120e. Type of Partner Agency (e.g., School District):
- 120f. Street1:
- 120g. Street2:
- 120h. City:
- 120i. State:
- 120j. Zip/Postal Code:
- 120k. Phone:
- 120l. Email Address:

Partner 3

- 121a. Title:
- 121b. First Name:
- 121c. Last Name:
- 121d. Name of Partner Agency (e.g., Smithville Community Center):
- 121e. Type of Partner Agency (e.g., School District):
- 121f. Street1:
- 121g. Street2:
- 121h. City:

121i. State:

121j. Zip/Postal Code:

121k. Phone:

121l. Email Address:

28 CFR PART 23 (CRIMINAL INTELLIGENCE)

REVIEWS AND CERTIFICATIONS

Certification of Review of 28 C.F.R. Part 23/Criminal Intelligence Systems:

Please review the Application Resource Guide for additional information.

122. Please check one of the following, as applicable to your agency's intended use of this award:

CERTIFICATION OF REVIEW AND REPRESENTATION

123. By checking the box, the applicant indicates he or she understands that the signatures of the Law Enforcement Executive / Agency Executive, Government Executive / Financial Official, and the Person Submitting this Application on the Reviews and Certifications represent to the COPS Office that: 1. the applicant will comply with all legal, administrative, and programmatic requirements that govern the applicant for acceptance and use of federal funds as outlined in the applicable COPS Office Grant Application Guide, the COPS Office award owner's manual, the DOJ Financial Guide, Assurances, Certifications and all other applicable program regulations, laws, orders, and circulars; 2. the applicant understands that as a general rule COPS Office funding may not be used for the same item or service funded through another funding source? and 3. the applicant and any required or identified official partner(s) listed in this application mutually agreed to this partnership prior to submission.

ACKNOWLEDGEMENT OF ELECTRONIC SIGNATURE

124. By checking the box, the applicant indicates that he or she understands that the use of typed names in this application and the required forms, including the Assurances, Certifications, and Disclosure of Lobbying Activities form, constitute electronic signatures and that the electronic signatures are the legal equivalent of handwritten signatures. I understand.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 25, 2022

AGENDA ITEM: Consider authorizing Grand Rapids Police Department to apply for the 2022 COPS Grant.

PREPARED BY: Captain Andy Morgan

BACKGROUND:

Grand Rapids Police Department is interested in applying for the 2022 COPS Grant offered by U.S. Department of Justice. This program furthers the COPS Office's goal of advancing public safety through community policing by funding additional full-time career law enforcement positions to meet law enforcement agencies' community policing strategies.

If successful, the grant would provide a total of \$125,000 over three (3) years to assist local agencies in offsetting cost associated with officer wages and benefits. Upon conclusion of the three (3) year grant period, the total financial responsibility would stand with the employer.

Grand Rapids Police Department was successful in receiving the COPS Grant in 2011 and Officer Tim Dirkes was hired.

The SF-424 grant and the SF-LLL grant would be due June 9, 2022

The full application including attachments would be due June 16, 2022

GRPD will be working closely with Finance Department in efforts to further explore / apply for the 2022 COPS Grant

REQUESTED COUNCIL ACTION:

Make a motion to authorize Grand Rapids Police Department to apply for the 2022 COPS Grant.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 4-25-22

AGENDA ITEM: Consider a resolution encouraging the State legislature to increase LGA funding by \$90 million.

PREPARED BY: Councilmember Blake and Tom Pagel

BACKGROUND:

Local Government Aid (LGA) is the most effective way for the State to keep local property taxes affordable. In 2022, LGA reduced City of Grand Rapids property taxes by \$186 per \$100k of residential home values.

Attached is a resolution encouraging the legislature to increase LGA by \$90 million.

REQUESTED COUNCIL ACTION:

Make a motion to approve a resolution increasing LGA from the State by \$90 million.

Resolution 22-___

City of Grand Rapids

State of Minnesota

WHEREAS, Local Government Aid (LGA) is an essential aid program to Minnesota cities, helping to restrain local property taxes; and,

WHEREAS, LGA helps cities pay for critical needs and services such as public safety, street maintenance & repairs, libraries, parks and trails, economic development and housing; and,

WHEREAS, the LGA formula is reviewed and updated approximately every ten years after the completion of the decennial census; and,

WHEREAS, organizations representing cities have worked together to produce a formula update that they agree on; and,

WHEREAS, the LGA formula proposal included in SF 3971/HF 4064 provides a much needed update to the formula to better reflect city needs and changes in our communities since the last major revision to the formula in 2013; and

WHEREAS, the cost of providing city services continues to rise due to a significant increase in inflation; from 2009 to 2022, inflation has grown 41%, while LGA has only grown by 18%; and,

WHEREAS, the share of the state general fund spent on LGA has decreased to just 2.12%; and,

WHEREAS a \$90 million increase to the LGA appropriation is essential to fund the formula and is modest compared to the \$9.3 billion state budget surplus; and,

WHEREAS, in 2022, LGA reduced residential property taxes by \$186 per \$100k of home value and is the most effective way for the State to reduce local property taxes.

BE IT RESOLVED that the City Council of Grand Rapids, Minnesota urges through this Resolution to its lawmakers that the state pass the LGA formula proposal and to increase the LGA appropriation by \$90 million; and,

BE IT FURTHER RESOLVED that this resolution be transmitted to Representative Spencer Igo, Senator Justin Eichorn, Speaker of the House Melissa Hortman, Senate Majority Leader Jeremy Miller, House Minority Leader Kurt Daudt, Senate Minority Leader Melissa López Franzen, and Governor Tim Walz.

Adopted: _____

Attest: _____

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

RESOLUTION NO. 22-__

**A RESOLUTION ACCEPTING BID FOR
21st Street SW Extension
City Project 2003-18**

WHEREAS, pursuant to an advertisement for the 21st Street SW Extension project, which includes the construction within the right of way and utility or alley easements from Forest Hills Avenue to Horseshoe Lake Road, by constructing streets, multi-use trail, storm sewer, sanitary sewer, water main, street lights, sidewalks and associated appurtenances. Bids were received, opened, and tabulated according to law, and the following bids were received complying with the advertisement:

Bidder	Base Bid
Engineer Estimate	\$2,026,324.80
TNT Construction Group, LLC	\$1,943,700.00
Bougalis & Sons	\$1,974,000.00

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

WHEREAS, it appears that Contractor is a responsible bidder, and;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA:

The Mayor and Administrator are hereby authorized and directed to enter into a contract with TNT Construction Group, LLC in the name of the City of Grand Rapids for Grand Rapids Project 2003-18 for a total contract amount of \$1,943,700.00 and in accordance to the plans and specifications therefore approved by the City Council and on file in the Office of the City Clerk.

Adopted by the Council this 25th day of April, 2022.

Dale Christy, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 25, 2022

AGENDA ITEM: Consider adopting a resolution accepting low bid and entering into an agreement with TNT Construction Group, LLC for CP 2003-18

PREPARED BY: Matt Wegwerth

BACKGROUND:

The City recently opened bids for CP 2003-18, 21st Street SW Extension project. Below is a summary of the bids.

Bidder	Base Bid
Engineer Estimate	\$2,026,324.80
TNT Construction Group, LLC	\$1,943,700.00
Bougalis & Sons	\$1,974,000.00

City staff recommend accepting the low bid and entering into an agreement with TNT Construction Group, LLC.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution accepting low bid and entering into an agreement with TNT Construction Group, LLC for CP 2003-18, in the amount of \$1,943,700.00



Building a Better World
for All of Us®

April 25, 2022

RE: City of Grand Rapids
21st Street SW
MSAS 155, SAP 129-155-001
SEH No. GRANR 161381
City Project No. 2003-18

Mayor and Council Members
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744

Dear Mayor and Council Members:

Bids on the referenced project were opened at the City of Grand Rapids City Council Chambers on April 12, 2022 at 10:00 a.m. The bids received are summarized with the Engineer’s estimate as follows:

<u>Contractor</u>	
TNT Construction Group, LLC	\$1,943,700.00
Casper Construction Inc.	\$1,974,000.00
Engineer’s Estimate	\$2,026,324.80

SEH has reviewed the bids and recommends that the City award a contract to TNT Construction Group, LLC. in their low bid amount of \$1,943,700.00.

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

Sincerely,
Short Elliott Hendrickson Inc.

Sara Christenson, PE
Project Engineer

X:\F\J\G\GRANR\161381\6-bid-const\Recommend ltr.docx



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 25, 2022

AGENDA ITEM: Consider entering into Independent Contractor Agreement/Golf

PREPARED BY: Bob Cahill

BACKGROUND: JERROD STARK IS THE GOLF INSTRUCTOR WE WOULD LIKE TO ENTER INTO THIS AGREEMENT WITH.

Profile: Enthusiastic, self-motivated golf teaching professional with more than 25 years of experience teaching all ages and skill levels from beginners to PGA and LPGA tour professionals that deliver results. Exceptional organizational and interpersonal skills.

Qualifications

- Member of United States Golf Teachers Federation
- Instructor assistant under the direction of Fred Griffin and Phil Rodgers
- Over 25 years teaching experience with golfers of all ages and skill levels

Jerrold's Professional Experience includes teaching experience at:

Grand Cypress Academy of Golf, Orlando Florida, Hastings Country Club, Hastings, MN, Mesa Country Club, Mesa AZ, The Country Club at DC Ranch, Scottsdale AZ, Dove Valley Ranch, Cave Creek, AZ, and Independent Golf Instructor from 1994 to Present. Instructed more than 2,700 lessons for private and special clinics/camps for beginners to advanced golfers, including video analysis.

REQUESTED COUNCIL ACTION:

Make a motion to enter into the attached Independent Contractor Agreement with Jerrod Stark.